

**THIS COLLECTIVE AGREEMENT**

**between**

**QUEEN'S UNIVERSITY FACULTY ASSOCIATION  
(hereinafter called the Association)**

**and**

**QUEEN'S UNIVERSITY AT KINGSTON  
(hereinafter called the University)**

**MAY 1, 2019 TO 2022**

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**The Parties agree as follows:**

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## ARTICLE 1

### RECOGNITION AND DEFINITION OF BARGAINING UNIT

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#### ARTICLE 1 - RECOGNITION AND DEFINITION OF BARGAINING UNIT

- 1.1 The University recognizes the Association as the exclusive bargaining agent of the Members of the Bargaining Unit. Until the Parties agree otherwise, the Bargaining Unit is defined by the certificates of the Ontario Labour Relations Board, dated November 7, 1995 and May 1, 2003. These certificates and subsequent amendments, if any, shall be deemed to be incorporated into and become part of this Collective Agreement.
- 1.2 Notwithstanding any other provision of this Agreement, it is the intention of the Parties to only amalgamate the bargaining units defined by the Labour Relations Board certificates referred to in Article 1.1 and to neither expand nor constrict the categories of persons covered by them.
- 1.3 Subject to Article 1.4, Members in the Bargaining Unit are all persons employed as members of the academic staff of **Queen's University at Kingston**, in the province of Ontario, including
- (a) persons who hold an appointment to the academic staff with Tenure, as defined by Article 25 of this agreement;
  - (b) persons who hold a Renewed Tenure-track, Initial Tenure-track, Non-Renewable, Non-Renewable Replacement, or appointment with academic rank, as defined by Article 25 of this agreement;
  - (c) Special appointees who hold an appointment with academic rank and normally carry responsibility for a full range of academic duties, as defined in Article 25 of this agreement;
  - (d) Term Adjuncts and Continuing Adjuncts as defined in Article 25 of this agreement;
  - (e) persons who hold Initial, Renewed, Continuing or contractually limited Term appointments as Librarians, as defined by Article 25 of this agreement;
  - (f) persons who hold appointments from the Principal as Archivists with the University Archives as defined by Article 25.
- 1.4 The Bargaining Unit excludes members of the academic staff of Queen's University who are
- (a) full voting members of the Board of Trustees;

## ARTICLE 1

### RECOGNITION AND DEFINITION OF BARGAINING UNIT

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- (b) Associate Deans and those persons at or above the level of Associate Dean, including the Principal and Vice-Chancellor, Vice-Principals, Associate Vice-Principals, Deans, Vice-Deans, and persons providing confidential assistance in respect of labour relations to persons in one or more of those positions; and anyone who is appointed to act in those positions;
- (c) the University Librarian and the Associate University Librarian(s);
- (d) the University Archivist;
- (e) physicians with or without academic rank to whom the *Ontario Medical Association Dues Act*, S.O. 1991, c.51 applies;
- (f) Emeritus Professors who are not Term Adjuncts;
- (g) persons, including visiting fellows, who are on leave from another university, institution, firm, or government agency, unless
  - (i) they hold an appointment with academic rank at Queen's University at Kingston,
  - (ii) they carry a full range of academic responsibilities at Queen's University at Kingston, and
  - (iii) they are on leave without salary from their home university, institution, firm, or government agency;
- (h) secondees to the Faculty of Education;
- (i) post-doctoral fellows and research fellows whose remuneration is from an external source;
- (j) academic and teaching assistants. An "academic assistant" or "teaching assistant" means a person who acts as an assistant to a member of the regular or adjunct academic staff and who performs such duties as tutoring, grading, lab assistance, and research assistance. Academic or teaching assistants will normally work under the direct supervision of a member of the academic staff.
- (k) persons registered as students at Queen's University at Kingston who teach in the discipline in which they are registered;

## ARTICLE 1

### RECOGNITION AND DEFINITION OF BARGAINING UNIT

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- (l) persons employed in the Student Counselling Service;
  - (m) persons whose appointments are exclusively for work outside of the province of Ontario, including persons teaching at the International Study Centre at Herstmonceux Castle;
  - (n) the Executive Director and Resident (Academic) Director at the International Study Centre at Herstmonceux Castle;
  - (o) secondees to positions providing confidential assistance to the Principal or a Vice-Principal;
  - (p) secondees for a term of not less than one year to an administrative, non-academic position, so long as it is the secondee's principal responsibility;
  - (q) those persons who as guest lecturers provide only occasional instruction in a course; and
  - (r) persons engaged in supervision of students unless they are otherwise members of the Bargaining Unit.
- 1.5 Clarity note: Supervision of students in clinical, professional and other academic programs is not sufficient to justify inclusion of a person in the Bargaining Unit.
- 1.6 A Member of the Bargaining Unit who accepts a reduced-time appointment, a reduced workload or a leave of absence shall continue to be a Member of the Bargaining Unit.

## **ARTICLE 2 DEFINITIONS**

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### **ARTICLE 2 – DEFINITIONS**

- 2.1 Except where a word is given a different or a special meaning, the words listed below shall, for the purposes of this Agreement, have the following meanings:

#### **Academic Staff**

Staff of Queen's University who are Members of the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 and May 1, 2003 as may be amended by the OLRB or by Agreement of the Parties.

#### **Academic Session**

A period of time during the year, the specific dates of which are set by Senate.

#### **Academic Term**

A period of time during the year, the specific dates of which are set by Senate. Academic Terms may have multiple individual Academic Sessions within them for courses of different durations.

#### **Academic Year**

A period of twelve (12) calendar months which commences on the first day of July and ends on the last day of June in the next calendar year, inclusive.

#### **Actual Salary**

The actual salary actually paid to a Member. Actual salary may be different from nominal salary for one or more of the following reasons:

- (a) It is pro-rated to reflect permanent part-time status, a period of reduced responsibility, a Negotiated or Academic leave;
- (b) The Member holds a Reduced Responsibility appointment;
- (c) The Member is paid an administrative stipend.

#### **Adjuncts/Adjunct Faculty Members**

Members of the Bargaining Unit who are Term or Continuing Adjuncts.



## **ARTICLE 2 DEFINITIONS**

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### **Administrative Leave**

Leave granted to a Department Head in recognition of accumulated administrative service.

### **Administrative Stipend**

A portion of a Member's actual salary that is paid for administrative responsibilities.

### **Agreement**

The Collective Agreement negotiated between and ratified by the University and the Association.

### **Association**

The Queen's University Faculty Association (QUFA).

### **Bargaining Unit**

The Bargaining Unit as defined by the Certificates issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 and May 1, 2003, as may be amended by the OLRB or by the Agreement of the Parties.

### **Board**

The Board of Trustees of Queen's University at Kingston.

### **Continuing Appointment**

An appointment of a Librarian Member, Archivist Member, or Continuing Adjunct faculty Member without term, subject to the provisions of this Agreement.

### **Day**

A calendar day.

### **Dean**

The senior academic officer of a Faculty, appointed in accordance with procedures laid down for the governance of the University by the Senate and the Board. Normally, the

## **ARTICLE 2 DEFINITIONS**

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word Dean shall encompass anyone acting in that capacity, or delegated to do so in certain matters.

### **Delegate**

A person expressly designated to act on behalf of another in certain matters.

### **Department**

A department, as duly constituted by the Senate and the Board.

### **Emergency (for appointment purposes)**

An emergency is an unforeseen circumstance for which there is not enough time to follow regular appointment procedure and the program requires that the course be offered.

### **Employer**

The Board of Trustees of the University.

### **Faculty**

An academic Faculty (including the School of Business), as duly constituted by the Senate and the Board.

### **Fiscal Year**

A period of twelve (12) calendar months which commences on the first day of May and ends on the last day of April in the next calendar year, inclusive.

### **For the Record**

An electronic bulletin board where announcements are made regarding, among other matters, important personnel matters of the University.

### **Full-Time Equivalent (FTE)**

A full-time equivalent position at the University.

## **ARTICLE 2 DEFINITIONS**

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### **Infant Child or Infant**

A Member's child who is less than one (1) year of age.

### **Joint Committee on the Administration of the Agreement or JCAA**

The Committee as described in Article 13 of this Agreement.

### **Library 'department'**

A discipline-based unit or division within the Library.

### **Library 'department' head**

A librarian who has administrative responsibility for a discipline-based unit or division within the Library.

### **LGBTQ Persons**

Persons whose sexual orientation is other than heterosexual and/or whose gender identity or presentation is at variance with the sex assigned to them at birth.

### **Member**

A person included in the Bargaining Unit as defined by the Certificates issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 or May 1, 2003 as may be amended by the OLRB or by agreement of the Parties.

### **Nominal Salary**

The annual salary rate associated with a full-time appointment, excluding any additional payments such as administrative stipends or overload payments.

### **Overload Payment**

Payment for overload teaching, or payment for Association duties pursuant to Article 7.1.

### **Parties**

The Parties to this Agreement, namely the Board of Trustees of Queen's University at Kingston and the Queen's University Faculty Association (QUFA).

## **ARTICLE 2 DEFINITIONS**

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### **Personnel Committees**

Renewal, Tenure/Continuing Appointment and Promotion Committees and Term Adjunct Appointments Committees of Units pursuant to the Agreement.

### **Plenary Meeting**

A meeting of a Unit that is open to all academic staff of the Unit.

### **President**

The President of the Queen's University Faculty Association (QUFA).

### **Principal**

The Principal of Queen's University at Kingston.

### **Program**

A related set of academic activities, normally leading to a degree, which may be within an academic unit or supported by more than one (1) academic unit.

### **Provost and Vice-Principal (Academic)**

The Provost and Vice-Principal (Academic) of Queen's University at Kingston.

### **Queen's National Scholar (QNS)**

A Queen's National Scholar appointed pursuant to the Queen's National Scholar Program.

### **Regular Faculty Member**

A Member of the Bargaining Unit who has been appointed to either a tenured or tenure-track position at the University.

### **Regular Salary**

The portion of a Member's actual salary paid for their normal workload for the year (whether full-time or part-time), not including administrative stipends or overload payments.

## **ARTICLE 2 DEFINITIONS**

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### **Renewable**

An appointment type which may or may not be renewed.

### **Senate**

The Senate of Queen's University at Kingston, as constituted by the Royal Charter of 1841 as amended from time to time.

### **University**

Queen's University at Kingston as established by the Royal Charter of 1841, as amended from time to time, or any officers authorized to act on behalf of the University.

### **Unit**

An academic unit is: a non-departmentalized Faculty or School headed by a Dean; a Department or School headed by a Director, Head or Chair in a departmentalized faculty; the University Library.

### **Unit Head**

The Head, Chair, or Director of a Department or School in a departmentalized Faculty; the Dean of a non-departmentalized Faculty or School, or the Vice-Provost and University Librarian (the "University Librarian").

### **Week**

Seven consecutive days.

### **Working Day**

Monday through Friday of any week, excluding official holidays and periods during which the University is officially closed.

## **ARTICLE 3 ASSOCIATION DUES**

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### **ARTICLE 3 - ASSOCIATION DUES**

#### **3.1 Dues Check-off**

##### **3.1.1 The University agrees to deduct**

- (a) monthly dues or an equivalent amount from the salaries of all Members on a monthly basis; and
- (b) any other fees, levies, and assessments which may be authorized in writing to the University by the Association from time to time.

**3.1.2** A Member who affirmatively asserts an objection to the payment of dues or fees to a trade union on religious or conscientious grounds shall complete and file with the University a declaration explaining the nature of the religious or conscientious objection. A copy of the declaration shall be provided to the Association. So long as the University and Association agree that the objection would accord with principles established under the *Labour Relations Act*, S.O. 1995 c.1 Sched. A, a sum equivalent to monthly dues shall be deducted from that Member's salary and remitted to a registered charity chosen annually by the Member from a list of charities agreed upon from time to time by the University and the Association and set out in a Schedule hereto attached (Schedule A).

**3.1.3** New or re-entering Members shall have four (4) weeks to declare their objection.

#### **3.2 Dues Remittance and Reporting**

**3.2.1** The amounts deducted under Article 3.1.1 shall be remitted monthly to the Association no later than the tenth (10<sup>th</sup>) day of the following month. The University shall subtract any sum to be paid to charities prior to the monthly remittance.

**3.2.2** The Association shall advise the University of changes in the monthly dues schedule, fees, levies or assessments at least eight (8) weeks in advance of the pay period in which the changes come into effect. Such changes shall be limited to three (3) occasions in any one (1) year.

**3.2.3** The University shall inform the Association of the amount deducted under this Article from every Member's salary on a monthly basis, no later than the tenth (10<sup>th</sup>) day of the month following the remittance.

## **ARTICLE 3 ASSOCIATION DUES**

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### **3.3 Protocol for Disputes**

- 3.3.1 Disputes respecting a Member's objection under Article 3.1.2 shall proceed as a grievance pursuant to Article 19.
- 3.3.2 In the event that a Member's objection is disputed, any monies deducted pursuant to Article 3.1 shall be held in trust by the University pending the outcome of the dispute.

## **ARTICLE 4**

### **COPIES OF THE AGREEMENT**

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#### **ARTICLE 4 - COPIES OF THE AGREEMENT**

- 4.1 The Parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the Parties agree should be distributed.
- 4.2 Subsequent to ratification, the Parties will cooperate in any technical editing still required. This process shall not delay implementation or signing of the Agreement. As soon as practicable following the completion of technical editing by the Parties, the University shall provide the Association with fifty (50) printed copies for its own use.
- 4.3 The official copy of the Agreement shall be posted on the University's website as soon as it is practicable to do so following the ratification and technical editing of the Agreement. Where appropriate, the website will also provide links to Memoranda of Agreement of general application concerning the Agreement.



## **ARTICLE 5 LEGAL LIABILITY**

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### **ARTICLE 5 - LEGAL LIABILITY**

- 5.1 The University shall provide insurance coverage in respect of the liability of Members, while acting on behalf of the University (including the performance of all the Member's academic responsibilities under Article 15), to the extent provided by the CURIE policies, or any of the University's other applicable insurance policies that supplement or replace them, in force as of the date of ratification of this Agreement by the Parties. The University shall reimburse the Member for the costs incurred by the Member resulting from the application of the deductible provision in such insurance coverage and for any costs incurred by the Member resulting from the failure of the University to meet the requirements for such insurance coverage.
- 5.2 The University shall indemnify any Member for violations of copyright arising from the fulfillment of their academic responsibilities so long as the Member has exercised due diligence to act in accordance with the University's copyright policy. Upon request, the University shall provide professional advice to any Member about access to, and use of, copyrighted material for academic purposes.

**ARTICLE 6**  
**CORRESPONDENCE AND INFORMATION**

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**ARTICLE 6 - CORRESPONDENCE AND INFORMATION**

- 6.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental to it shall pass between the President and the Principal, or their designates.
- 6.2 The University shall provide the Association with the following information no later than January 15, May 15, July 15, and September 15 each year (unless otherwise stipulated below) for the duration of this Agreement:

- (a) For all Members (except Term Adjuncts), an electronic list containing the name, employee ID number, appointment, rank, date of appointment to each rank, birth date, gender, Unit(s); Faculty, University e-mail address, FTE and nominal and actual salary. For Term Adjuncts, an electronic list containing the name, employee ID number, title, rank, contract start and end dates, gender, Unit(s), Faculty, e-mail address, remuneration for each course, identification of course(s) and proportion of course(s) taught, remuneration for and identification of additional duties, Years of Teaching Experience, and Right of Renewal/Reappointment status.

The lists required by Article 6.2(a) shall be supplemented with the names and information of any additional Members and details of any revisions to appointments, including assignment of additional duties, for Members, as soon as practicable after such appointments or revisions are made;

- (b) Years of experience (YOE) as of the preceding July 1 for all Members (except Adjuncts), provided once per year no later than September 15;
- (c) An electronic list of all Members whose employment has been terminated, the date of terminations, and the categories of termination, such as expiration of contract, death, resignation and dismissal;
- (d) An electronic list of the names and new ranks of Members who have received promotions, and the effective dates of such promotions;
- (e) An electronic list of all Members granted leave for the present Academic Year or part thereof and the type of leave granted; and
- (f) Commencing September 15, 2012, an electronic list of all Members on Long-Term Disability as of the date the list is produced.

## **ARTICLE 6**

### **CORRESPONDENCE AND INFORMATION**

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6.3 The University shall provide the Association with the following information:

- (a) The materials provided quarterly to the Board that track the University's financial position throughout the year;
- (b) Two (2) copies of the annual audited financial statements of the University when approved by the Board;
- (c) Timely disclosure of the existence and scope of any Faculty-wide, Library-wide, Archive-wide, or University-wide planning activities which
  - (i) have direct financial impact on the Members; or
  - (ii) otherwise substantially impact on the terms and conditions of employment of the Members;
- (d) Two (2) copies of the latest University budget and budget reports when released to the Board;
- (e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

6.4 The Association agrees to provide the University with the following information:

- (a) A copy of any Association communication bulletin for Members when and in the same format as it is distributed to Members;
- (b) An up-to-date copy of the Constitution and By-laws of the Association for Members;
- (c) An up-to-date list of the Executive Committee of the Association and all other standing committees of the Executive pertaining to this Bargaining Unit after changes to the composition of those committees;
- (d) Notice and Agenda of the Association's General Meetings (regular and special) when and in the same format as they are distributed to Members, and Minutes of those meetings after approval;
- (e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

**ARTICLE 6**  
**CORRESPONDENCE AND INFORMATION**

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- 6.5 Unless otherwise provided by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University. All communications required by Article 19 and Article 20 shall be delivered during business hours in a manner that permits acknowledgment of receipt if requested or if required by this Agreement. Any email delivered outside of business hours shall be deemed to have been delivered at 8:30 a.m. on the next business day. The Parties agree to provide acknowledgment of receipt within forty-eight (48) hours of receipt of such communications.

## **ARTICLE 7 ASSOCIATION RIGHTS**

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### **ARTICLE 7 - ASSOCIATION RIGHTS**

#### **7.1 Units of Release Time**

- 7.1.1 On May 1 of each year, the University shall accord to the Association at no cost twelve (12) units of support for the Association President and other officers designated by the Association, the value of which shall be calculated according to Article 7.2 and subject to a maximum for all twelve (12) units of one hundred and nine thousand, nine hundred and sixty-eight dollars (\$109,968) for the year 2019-2020 and increased by the across-the-board scale increase in subsequent years.
- 7.1.2 At the request of the Association, the twelve (12) units of support shall be provided as either
- (a) release time;
  - (b) payments in lieu of release time which can be in the form of stipends or overload payments made directly to the individual as taxable income; or
  - (c) research grants.
- 7.1.3 Each half-course (0.5 credit or equivalent) course release, or ten (10) hours per week per Academic Term for librarians and archivists, shall be considered one (1) unit of release time.
- 7.1.4 The Association shall pay the difference between the total cost calculated pursuant to Article 7.2 and the maximum prescribed in Article 7.1.1, if any. In any year, the Association may also purchase additional release time from the University for the Association President and other officers designated by the Association at the rates set out in Article 7.2.
- 7.1.5 The University and the Association shall reimburse the affected Units directly for payments made under Article 7.1.1 and Article 7.1.2.

#### **7.2 Cost of Release Time**

- 7.2.1 The cost of course release time for Members who are faculty shall be the cost of replacement teaching.

## **ARTICLE 7 ASSOCIATION RIGHTS**

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7.2.2 The cost of release time for Members who are librarians or archivists shall be nine and one-half (9.5) percent of the Member's nominal salary for ten (10) hours of release time per week for one Academic Term.

### **7.3 Payment in Lieu of Release Time**

7.3.1 At the request of the Association, payment shall be granted either

(a) directly to the individual as taxable income; or

(b) to a QUFA Release Time Research Account for the benefit of an affected faculty Member's Unit with the intent of supporting scholarly work, which might otherwise be impaired by the Member's service to QUFA.

7.3.2 The amount of each payment in lieu of one (1) unit of release time per Article 7.1.2 shall be eight thousand and eighty-eight dollars (\$8,088) for the year 2019-2020 and increased by the across-the-board scale increase in subsequent years.

### **7.4 Requests for Release Time**

7.4.1 The University will make every reasonable effort to support any request for release time, but will guarantee release time effective September 1 of any year if the request is made in writing to the University prior to the preceding May 15.

7.4.2 No request for release time of a full-time Member shall result in a reduction of teaching to less than one (1) half-course (0.5 credit) or the pedagogical equivalent per Academic Year.

### **7.5 Space and Services**

7.5.1 The University will provide the Association at no rent office space which will house the Association support staff, a private office and meeting space, comprising the building at 9 St. Lawrence Avenue.

7.5.2 The Association may use all internal services to be charged at the internal user rate.

7.5.3 The Association may use without restriction the internal campus mail delivery service for the purpose of communicating with Members.

## **ARTICLE 7**

### **ASSOCIATION RIGHTS**

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7.5.4 The University shall provide the Association access to meeting rooms on campus for Association business through Room Reservations Services in accordance with normal booking procedures and regulations.

7.5.5 The Association's staff will be paid through the University payroll system at the Association's expense and may participate in the range of benefit options available to the Association Members with the same costs and payment arrangements. Any employer's contributions will be paid by the Association.

#### **7.6 Committees**

7.6.1 The Association shall have three (3) observers on the Board of Trustees.

7.6.2 A properly designated Association observer shall receive notice of all meetings and all documentation circulated to members of the Board, and shall be entitled to attend and participate in all meetings except for closed session portions. An observer may not vote on any issue.

7.6.3 Work in any year by Members of the Bargaining Unit on the Association's Executive Committee, the Council of Representatives, or other committees or sub-committees shall be considered by the University as service to the academic community performed by the Member in any year. Such work shall be included in, and covered by, Article 5.1.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

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**ARTICLE 8 - MANAGEMENT RIGHTS**

- 8.1 The University retains the right to manage the University except to the extent modified by the terms of this Agreement. This right shall be exercised in a fair and equitable manner consistent with the provisions of this Agreement.



## **ARTICLE 9 DISCRIMINATION AND ACCOMMODATION**

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### **ARTICLE 9 - DISCRIMINATION AND ACCOMMODATION**

#### **9.1 NO REPRISAL**

- 9.1.1 Every Member has a right to claim and enforce their rights under this Article without reprisal or threat of reprisal for so doing.

#### **9.2 DISCRIMINATION**

- 9.2.1 The University is subject to the requirements of the Human Rights Code, including a prohibition on discrimination in employment on the enumerated grounds, and a duty to accommodate to the point of undue hardship.
- 9.2.2 There shall be no discrimination exercised or practised on the basis of political affiliation or because of membership or participation in the Association.

#### **9.3 DUTY TO ACCOMMODATE**

- 9.3.1 The University's duty to accommodate as per Article 9.2.1 may include, but is not limited to, any necessary adjustments to physical work space, modification of a Member's work assignment and modification of the time requirements for tenure, promotion and continuing decisions as per Articles 30 and 31 in order to remove barriers that limit the Member's ability to meet the accepted standards.
- 9.3.2 The duty to accommodate, when triggered, may require the modification of measurements and indicators normally used in the assessment of a Member's work for merit, and for tenure, promotion or continuing decisions as per Articles 30 and 31, to enable the Member's full participation and recognition in the workplace.
- 9.3.3 The University shall engage (at the University's expense), the services of individuals having appropriate expertise (either internal or external to the University) to assess the need for accommodation and to advise on an appropriate plan. Members seeking accommodation of disability shall contact the University's Return to Work and Accommodation Services and participate in developing an accommodation plan.
- 9.3.4 If the University reasonably requires medical evidence to establish the need for accommodation, the Associate Vice-Principal (Faculty Relations) or delegate shall request that the Member provide a medical certificate outlining the medical limitations affecting the Member's ability to perform their responsibilities at work. If the Associate Vice-Principal (Faculty Relations) or delegate has reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member,

**ARTICLE 9**  
**DISCRIMINATION AND ACCOMMODATION**

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and the expenses reasonably incurred to establish the need for accommodation will be paid by the University. This Article 9.3 shall not apply to a request of a Member to participate in an independent medical examination (IME) made by a disability insurer of the Workplace Safety and Insurance Board.

**ARTICLE 10  
PAST PRACTICES**

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**ARTICLE 10 - PAST PRACTICES**

- 10.1 Subject to the provisions of this Agreement and except as specifically agreed between the Parties, all recognized existing practices affecting the terms or conditions of employment of Members shall remain in effect and unaltered during the term of the Agreement and any extension thereof.
- 10.2 “Recognized existing practices” are those practices that are university-wide, reasonable, certain, known and in force as of May 1, 2003 or such other practices as the Parties may identify.
- 10.3 The onus to show that such a practice exists rests upon the person seeking to rely upon the practice.

## **ARTICLE 11 PERFORMANCE INDICATORS**

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### **ARTICLE 11 - PERFORMANCE INDICATORS**

- 11.1 “Performance indicator” includes any parameter, measure or quantitative instrument intended or used for
- (a) evaluating, measuring, ranking or comparing the performance, productivity or standards of an academic Unit, Program, Faculty, School, Institute, in whole or in part; and
  - (b) making decisions that affect the terms or conditions of a Member’s employment.
- 11.2 “New performance indicator” shall mean any performance indicator that was not publicly circulated at the University prior to November 1, 1996.
- 11.3 No new performance indicator shall be applied by any officer of the University, the Senate or any committee thereof, any Faculty, or other Unit, unless the new performance indicator has been submitted to the JCAA sufficiently in advance to permit the Association to consider its legitimacy and efficacy prior to application.
- 11.4 If the Association has grounds to believe that a performance indicator is invalid because, in whole or in part, it
- (a) violates a term of this Agreement;
  - (b) is premised on false assumptions; or
  - (c) uses illegitimate methodology;
- the Association shall submit its objections to the Provost and Vice-Principal (Academic).
- 11.5 If the Provost and Vice-Principal (Academic) decides not to withdraw the performance indicator, the Association has thirty (30) days to grieve pursuant to Step 2 of Article 19 on the grounds set out in Article 11.4.
- 11.6 The application of a performance indicator that is the subject of a grievance shall be suspended pending the disposition of the grievance.

## **ARTICLE 12 STRIKES AND LOCKOUTS**

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### **ARTICLE 12 - STRIKES AND LOCKOUTS**

- 12.1 The University shall not lock out Members, and the Association and its Members shall not strike during the term of this Agreement.
- 12.2 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, Members have the right to decline to perform the work of striking or locked-out employees.
- 12.3 No Member shall be disciplined for refusing to cross the picket line of another bargaining unit that is engaged in a legal strike against the University or has been locked out by the University, if any of the following applies:
- (a) The Member has reasonable grounds to believe that their personal safety may be jeopardized;
  - (b) The Member has scheduled duties that would be affected by their declining to cross the picket line of another bargaining unit but has advised the appropriate Unit Head as early as reasonably possible, and has made alternate arrangements for carrying out the scheduled duties;
  - (c) The Member has scheduled duties that will not be carried out and has advised the appropriate Unit Head as early as reasonably possible that the Member will not be available, it being understood that for each day on which this occurs the Member will be deemed to have sought and been granted a one (1) day leave without pay, but with existing benefits; or
  - (d) The Member is a Term Adjunct and has scheduled duties which will not be carried out and has advised the appropriate Unit Head as early as reasonably possible that the Member will not be available, it being understood that for each scheduled classroom hour (or part thereof) for which this occurs, the Member will be deemed to have sought and been granted a pro rata leave without pay, but with existing benefits, based on the ratio of the scheduled classroom hours for which duties are not performed and twice the number of classroom hours in the course(s) for which the Member is appointed.
  - (e) Such refusal will not constitute just cause for discipline pursuant to Article 20.
- 12.4 Any dispute about any aspect of this provision or its application is subject to the grievance procedure pursuant to Article 19.

**ARTICLE 13  
JOINT COMMITTEE ON THE ADMINISTRATION  
OF THE AGREEMENT (JCAA)**

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**ARTICLE 13 - JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT  
(JCAA)**

- 13.1 The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) as soon as practicable after the ratification of this Agreement.
- 13.2 The JCAA shall be composed of five (5) representatives of the University, including the Provost and Vice-Principal (Academic) or designate, and five (5) representatives of the Association. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.
- 13.3 When practicable, appointments to the Committee shall be for the lifetime of this Agreement.
- 13.4 The JCAA shall
- (a) endeavour to maintain and develop a spirit of cooperation and mutual respect;
  - (b) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;
  - (c) endeavour to facilitate better working relationships between the University and the Association and its Members;
  - (d) endeavour to foster better communications between the various components of the University community;
  - (e) carry out functions specifically delegated by this Agreement.
- 13.5 The JCAA shall seek the timely correction of conditions that may give rise to misunderstandings in the application of the Agreement. To that end, the JCAA shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. Any amendments or modifications to the Agreement shall not be effective unless approved by the University and the Association.
- 13.6 The JCAA shall determine its own procedures, subject to the following provisions:
- (a) The JCAA shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University who shall

**ARTICLE 13**  
**JOINT COMMITTEE ON THE ADMINISTRATION**  
**OF THE AGREEMENT (JCAA)**

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together be responsible for preparing and distributing the Agenda and preparing, distributing and approving Minutes of the meetings;

- (b) The JCAA shall meet not later than ten (10) working days after the receipt of a request of either Party. In any event the JCAA shall meet at least twice yearly during the academic year. Each member of the JCAA shall receive notice not less than five (5) working days before the scheduled date of the meeting, and shall receive the Agenda of the meeting at least two (2) working days in advance;
- (c) The Parties may, by mutual consent, expand the JCAA to create sub-committees of the JCAA on a parity basis to perform particular functions arising from particular Articles.

**ARTICLE 14 - ACADEMIC FREEDOM**

14.1 Generally,

- (a) the unimpeded search for knowledge and its free expression and exposition are vital to a University and to the common good of society;
- (b) Members have the right to academic freedom which shall include the freedom, individually or collectively, to develop and transmit knowledge and opinion through research, study, discussion, documentation, production, creation, teaching, lecturing and publication, regardless of prescribed or official doctrine, and without limitation or constriction by institutional censorship; and
- (c) the Parties agree to uphold and to protect the principles of academic freedom, not to infringe upon or abridge academic freedom as set out in this Article, and to use all reasonable means in their power to protect that freedom when it is threatened.

14.2 Academic freedom includes the following interacting freedoms: freedom to teach, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials. Academic freedom ensures that

- (a) Members teaching courses have the right to the free expression of their views, and may choose course content, use teaching methods and refer to materials without censorship or reference or adherence to prescribed doctrine;
- (b) Members have the freedom to carry out scholarly research without reference or adherence to prescribed doctrine;
- (c) Members have the right to publish the results of their research without interference or censorship by the institution, its agents or others;
- (d) Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Association; and
- (e) Members have the freedom to exercise professional judgment in the acquisition of materials, and in ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.



## **ARTICLE 14**

### **ACADEMIC FREEDOM**

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- 14.3 Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge.
- 14.4 Academic freedom does not confer legal immunity; nor does it diminish the obligation of Members to meet their responsibilities to the University, including those set out in Article 15.
- 14.5 In the exercise of academic freedom, Members shall respect the academic freedom of others. In addition, Members are expected to recognize the rights of other members of the University community — faculty, staff and students.
- 14.6 In any exercise of freedom of expression, Members should not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

## **ARTICLE 15 ACADEMIC RESPONSIBILITIES**

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### **ARTICLE 15 - ACADEMIC RESPONSIBILITIES**

#### **15.1 General**

15.1.1 The Parties recognize that the nature of the University gives rise to academic responsibilities. The academic responsibilities of Members arise from their involvement in an appropriate combination of

- (a) undergraduate and graduate teaching, counselling, supervision, and/or professional practice of Librarians and Archivists;
- (b) research, scholarly, and/or creative activities; and
- (c) administrative and professional service.

The exact distribution of these duties may vary among disciplines and may vary among individuals and their type of appointment, in accordance with the relevant provisions of this Agreement. Members shall meet their obligations in a professional manner, including maintaining professional boundaries in their interactions with students.

#### **15.2 Teaching and Professional Practice**

15.2.1 Examples of teaching obligations include

- (a) participating in the design of the pedagogical programs of the University;
- (b) performing assigned teaching duties and any other obligations related to the pedagogical programs of the University;
- (c) maintaining a positive learning environment in which the expression of differing points of view is encouraged;
- (d) making good use of teaching time, through effective preparation, organization and use of materials, techniques and activities;
- (e) being fair in relations with students and in grading of student assignments or in the assessment of research by students, including making criteria known;
- (f) being reasonably accessible to students for consultations, which, in the case of faculty Members with a full range of academic responsibilities, includes

## ARTICLE 15

### ACADEMIC RESPONSIBILITIES

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regular accessibility on campus during a reasonable number of scheduled and publicized times;

(g) making reasonable efforts to inform students of class cancellations and rescheduling; and

(h) ensuring that students' final examinations are made available for retention.

15.2.2 Members shall not be required to collect fees of any kind from students.

15.2.3 Unless otherwise provided in their letters of appointment, a Term Adjunct's participation in the collegial bodies of the University shall be voluntary and such service shall not be part of their academic responsibilities. Term Adjuncts may attend plenary meetings of the Unit in which they teach. Voting privileges for Term Adjuncts are established at the Unit level.

15.2.4 Should a Term Adjunct at the request of the Principal, Vice-Principal, Dean or Head of a Unit, agree to assume committee responsibility, the Member shall be compensated at an appropriate rate. Refusal to assume such committee work shall not prejudice a Term Adjunct's eligibility for reappointment.

15.2.5 For librarian Members and archivist Members, professional practice includes

(a) supporting the teaching and research needs of the University community by providing instructional, consultative and research assistance to patrons; and

(b) managing and developing the Library and Archives collections, information systems and service programs.

#### 15.3 **Research, Scholarly and/or Creative Activity**

15.3.1 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 shall be entitled and expected to devote a reasonable proportion of time to research, scholarly and/or creative activities. Research, scholarly and/or creative activities that may be carried out by librarians, archivists and adjunct faculty Members also contribute to the learning environment of the University, and to the scholarly and creative endeavour of the University community, as well as to the professional development of the Member. In carrying out these activities, the Member is expected to adhere to institutional ethics policies, provided that such policies are not in conflict with this Agreement, and to meet the recognized ethical standards of the national granting councils, including ethical guidelines for work with animal or human subjects.

## **ARTICLE 15**

### **ACADEMIC RESPONSIBILITIES**

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15.3.2 The Member is expected to deal fairly with colleagues and students, to carry out the research in the spirit of an honest search for knowledge, and to base findings upon a critical appraisal and interpretation according to scientific, scholarly and/or creative principles appropriate to the particular discipline or area.

15.3.3 It is also the responsibility of faculty Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 to make the results of such work accessible to the scholarly community and to the general public through the submission for publication, application to conference presentations, lectures, public performances, and/or other appropriate means.

15.3.4 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 shall, in their published professional or scholarly work, indicate their affiliation with Queen's University and properly attribute significant contributions of others.

#### **15.4 Protocol to Resolve Disputes in Conduct of Research**

15.4.1 In the event of a dispute between Members with respect to the conduct of research, the Members should first attempt to resolve the matter by reasonable discussion between themselves.

15.4.2 If the dispute cannot be resolved by the Members between themselves, the Unit Head(s) concerned shall act as mediator(s) to investigate and attempt to resolve the matter. Alternatively, if the disputing Members agree, the Vice-Principal (Research), or delegate, and a representative of the Association shall, by mutual agreement, choose a Member to act as a mediator between the two Members.

15.4.3 If the dispute cannot be resolved by the procedures described in Article 15.4.1 and Article 15.4.2, the lack of resolution of the matter will be reported to the external funding agency, if there is one, and the Members will be informed that the mediation process has failed.

15.4.4 With the exception of any disclosure required to an external funding agency, all information pertaining to and derived from this process is confidential.

#### **15.5 Administrative and Professional Service**

15.5.1 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 have the responsibility to meet administrative service responsibilities. Each Member whose appointment includes the full range of academic responsibilities

## ARTICLE 15

### ACADEMIC RESPONSIBILITIES

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set out in Article 15.1.1 shall be entitled and expected to accept a fair and reasonable share of administrative service responsibilities by participation in the work of the University through membership on appropriate bodies, for example, Department, Faculty, Senate, and University committees. Committee work such as serving on the Association's Executive or interdisciplinary or interdepartmental committees are also examples of such service. Those who have the responsibility to make such appointments shall make every effort to ensure that academic, professional and University community service commitments are equitably shared among Members.

- 15.5.2 Members have the right to engage in professional service to learned societies, associations, agencies, and organizations or to the community. When a Member's professional service to such learned societies, associations, agencies or organizations or to the community conflicts with scheduled teaching or administrative service responsibilities, the Member shall make the appropriate arrangements to ensure their scheduled teaching or administrative service responsibilities are fulfilled. Such professional service shall be treated in the same way as administrative service responsibilities performed within the University. A description of such professional service shall be included in the Member's annual report.

#### 15.6 **Place of Work**

- 15.6.1 The academic environment of the University is enhanced by the presence of Members on the campus. Consequently, Members with a full range of academic responsibilities are encouraged to carry out non-scheduled academic activities on campus. Nonetheless, Members are not required to be on campus to fulfill all of their responsibilities as outlined in this Article whenever another location is as appropriate for that purpose and absence does not conflict with their other obligations under this Article. However, each Member who is not on leave shall ensure that the Unit Head is aware of how and when the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on campus is required.

**ARTICLE 16 - INTELLECTUAL PROPERTY**

**16.1 General**

- 16.1.1 This article applies only to Intellectual Property created by Members in the course of their employment by the University and to Intellectual Property created by Members if the University's facilities or resources were utilized in its creation.
- 16.1.2 The provisions of this Article apply as well to a creator of a piece of Intellectual Property on a pro rata basis.

**16.2 Definitions**

- 16.2.1 The words and phrases listed below shall, for the purposes of Article 16, be defined as follows:

"Contributor" means any person, institution, or entity which has or may have made a material contribution to an Invention.

"Copyright" has the meaning prescribed by the *Copyright Act* (R.S.C. 1985, c. C-42), as amended, or any successor legislation thereto.

"Invention" means any subject matter that is

- (a) new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter" [*Patent Act*, R.S.C. 1985, c. P-4, s. 2], whether or not patentable;
- (b) patentable research data or research tool, including, without limitation, biological material and other tangible research material; and
- (c) proprietary information or know-how, or trademark related to any of the foregoing items;

and includes all legal and equitable rights relating to such property and any research data relating to such property. For clarity, "Invention" does not include non-patentable computer software.

"Inventor" means any Member (or Members) who has made or developed an Invention or has contributed materially to the final conception of an Invention.

## ARTICLE 16

### INTELLECTUAL PROPERTY

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“Intellectual Property” means any result of intellectual or artistic activity, created by a Member, that can be owned by a person. This includes inventions, publications, computer software, works of art, industrial and artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

#### 16.3 **Ownership and Rights Respecting All Forms of Intellectual Property**

16.3.1 All Intellectual Property is owned by the Member(s) who create(s) it subject to

- (a) any other arrangement agreed to in advance for certain types of funding provided that the requirements of Article 16.3.2 and Article 16.3.3 have been met; or
- (b) any conveyance by the creator of their ownership by individual contract; or
- (c) any grant to the University of a license to use specific copyright material for educational or research purposes by individual contract.

16.3.2 A Member may elect to participate in an arrangement under Article 16.3.1(a) in which ownership or license of their Intellectual Property must be conveyed by the University to a third party as a condition of funding or support of their research. The Member or the University may elect not to participate in any such funding or support arrangement if the terms are considered unsuitable or not in accordance with the University’s policies and guidelines.

16.3.3 The assignment of any ownership or license of a Member’s Intellectual Property pursuant to Article 16.3.2 shall be only to the extent necessary to fulfill the funding or support requirements. If and when the Member and the University have fully discharged their contractual obligations in respect of the funding or support arrangement, any and all remaining Intellectual Property rights previously assigned by the Member to the University shall be returned to the Member, subject to any subsequent agreement(s) the Member, or the University and the Member jointly, may have entered into respecting the Intellectual Property.

16.3.4 In any arrangement covered by Article 16.3.2 the University must ensure the conditions for the discharge of contractual obligations by the Member and the University are clearly stipulated and that the third party has no contractual right to oppose the terms of Article 16.3.3.

16.3.5 A Member is free to publish or use other means to place the Intellectual Property in the public domain, subject to any conveyance or arrangement agreed to by the Member.

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### INTELLECTUAL PROPERTY

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#### 16.4 Procedures Applicable to Commercialization of an Invention

- 16.4.1 No Inventor is obliged to engage in commercialization of an Invention. The Inventor is free to publish or use other means to place the Invention in the public domain as an alternative or in addition to using the provisions contained in Article 16.5, subject to any conveyance or arrangement agreed to by the Inventor.
- 16.4.2 If an Inventor wishes to pursue commercialization, the Inventor shall disclose the Invention and the names of all known Contributors and co-Inventors to the Office of the Vice-Principal (Research) or its delegate, as soon as practicable. Disclosure shall be on the "Invention Disclosure Form" or such other form prescribed by the Office of the Vice-Principal (Research).
- 16.4.3 An Inventor or Inventors has/have the right to determine whether to engage in commercialization of the Invention as long as such commercialization is consistent with the University's research policy and contractual constraints that may apply in individual cases.
- 16.4.4 Upon disclosure by an Inventor under Article 16.4.2 to the Office of the Vice-Principal (Research) or its delegate, the University shall have an exclusive opportunity for ninety (90) calendar days to make an offer for commercialization acceptable to the Inventor(s). Any disclosure and its contents shall be kept in confidence by the University, and the University shall require any delegate to keep any disclosure and its contents in confidence.
- 16.4.5 The Inventor has no obligation to accept an Office of the Vice-Principal (Research's) or its delegate's offer. The consent of all Inventors who have disclosed the Invention in accordance with Article 16.4.2 is required before an offer may be accepted.
- 16.4.6 The Office of the Vice-Principal (Research) or its delegate may decline to make an offer for commercialization for business reasons.

#### 16.5 Commercialization of an Invention Through the Office of the Vice-Principal (Research) or its Delegate

- 16.5.1 If an Inventor elects to use the services of the Office of the Vice-Principal (Research) or its delegate and the Office of the Vice-Principal (Research) or its delegate agrees to commit its resources for the protection and commercialization of the Invention, the sharing of net revenues will be in accordance with the business practices of the Office of the Vice-Principal (Research) or its delegate, or in accordance with the agreement between the Inventor(s) and the Office of the Vice-Principal (Research) or its delegate.



## ARTICLE 16

### INTELLECTUAL PROPERTY

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The University shall make available on its website its standard intellectual property agreement with Inventors.

- 16.5.2 An agreement between an Inventor and the Office of the Vice-Principal (Research) or its delegate may provide for the waiver by the Inventor of moral rights respecting modification.
- 16.5.3 All agreements between an Inventor and the Office of the Vice-Principal (Research) or its delegate shall contain a provision for the settlement of disputes by arbitration, with the costs to be divided equally. The University undertakes to make all reasonable efforts to assist in the resolution of such disputes.
- 16.5.4 Following an agreement pursuant to Article 16.5.1 and prior to the University entering into an agreement with a third party in relation to the commercialization of an Invention:
- (a) The Office of the Vice-Principal (Research) or its delegate shall investigate with due diligence the extent of involvement of any and all Contributors and co-Inventors whether or not they are identified on the Invention Disclosure Form (the "Inventorship Investigation"); and
  - (b) The University shall provide the Inventor(s) who has disclosed the Invention with a detailed account of the Inventorship Investigation including the names of all individuals contacted, the date on which each was contacted, and their involvement in the Invention. Each Inventor and co-Inventor, including any co-Inventors identified as a result of the Inventorship Investigation, shall sign an acknowledgement certifying that they are satisfied as to the completeness and accuracy of the Inventorship Investigation.
- 16.5.5 The University shall require that agreements between an Inventor and the Office of the Vice-Principal (Research) or its delegate in relation to the commercialization of an Invention provide that an Inventor has the right to withdraw from such agreements, prior to entering into an agreement with a third party in relation to the commercialization of such Invention, under the following circumstances:
- (a) Where the restrictions associated with the exploitation are substantially interfering with the ability of the Inventor to pursue their scholarly research and the Inventor agrees not to seek subsequently to exploit the intellectual property for commercial purposes,
  - (b) The Office of the Vice-Principal (Research) or its delegate has failed to bring appropriate skills and effort to bear on the exploitation over a period of time, or

## ARTICLE 16

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(c) Where the Office of the Vice-Principal (Research) or its delegate has provided an Inventorship Investigation to the Inventor in accordance with Article 16.5.4(b) that discloses an additional Inventor(s). The agreement between an Inventor and the Office of the Vice-Principal (Research) or its delegate, pursuant to Article 16.5.1, shall give an Inventor seven (7) days following the receipt of such information to elect to withdraw from such agreement.

16.5.6 The applicability of Article 16.5.5 may be the subject of a grievance under Article 19.

16.5.7 In the case of a withdrawal by an Inventor from an agreement with the Office of the Vice-Principal (Research) or its delegate in accordance with Article 16.5.5(a) and/or (c), the University shall require the Office of the Vice-Principal (Research) or its delegate to agree that the Inventor shall not be obliged to repay the disbursements of the Office of the Vice-Principal (Research) or its delegate. In the case of a withdrawal by an Inventor from an agreement with the Office of the Vice-Principal (Research) or its delegate in accordance with Article 16.5.5(b), the Inventor shall be liable to the Office of the Vice-Principal (Research) or its delegate for its disbursements. The Inventor shall then be reassigned the title and beneficial interest in the Intellectual Property by the University directly or by the Office of the Vice-Principal (Research) or its delegate as required by the University.

16.5.8 The University shall require the Office of the Vice-Principal (Research) or its delegate to notify each Inventor of the Office of the Vice-Principal (Research) or its delegates participation in negotiations with a third party in relation to the commercialization of their Invention at least fifteen (15) days prior to the Office of the Vice-Principal (Research) or its delegate entering into an agreement for the commercialization of such Invention. Once an agreement is entered into for the commercialization of the Invention, no further notice shall be required.

#### 16.6 **Commercialization of an Invention by Independent Action**

16.6.1 If an Inventor(s) elects to protect or commercialize an Invention without the Office of the Vice-Principal (Research) or its delegate, the Inventor(s) shall so notify the Office of the Vice-Principal (Research) or its delegate in writing. If the Office of the Vice-Principal (Research) or its delegate was a suitable vehicle for commercialization of the Invention, the Inventor(s) shall pay the University, in lieu of costs, twenty-five (25) percent of any further net proceeds of commercialization of the Invention received by the Inventor(s) or their assignee(s), once the total net proceeds received by the Inventors or assignees exceed five hundred thousand dollars (\$500,000.00).

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- 16.6.2 For the purposes of Article 16.6.1, the Office of the Vice-Principal (Research) or its delegate shall be deemed to be a suitable vehicle for commercialization if it has an adequate capacity to undertake the commercialization in an expeditious manner and it has sufficient prior experience with the type of Invention or with the type of commercialization likely to yield a good return for the Invention.
- 16.6.3 Any dispute as to whether the Office of the Vice-Principal (Research) or its delegate is a suitable vehicle for commercialization of a particular Invention is grievable under Article 19 of this Agreement.
- 16.6.4 All proceeds received by the University under Article 16.6.1 shall be allocated to a fund at the University to be used exclusively for direct support of research by Members.
- 16.6.5 The Association shall receive yearly accounts of the receipts and disbursements of the fund described in Article 16.6.4 and its disbursements.
- 16.7 **Protocol to Resolve Disputes Respecting Intellectual Property Rights**
- 16.7.1 Inventors with a dispute as to whether to commercialize, or whether to commercialize through the Office of the Vice-Principal (Research) or its delegate or by independent action, shall attempt to resolve it through the following process:
- (a) The Inventors shall meet with the Vice-Principal (Research) or their delegate to discuss the dispute and explore possible resolutions;
  - (b) If the preceding step does not resolve the dispute, the Inventors shall, by mutual agreement, identify and engage the services of an independent mediator to assist them. The following terms apply:
    - (i) The costs associated with the mediation shall be shared equally by disputants.
    - (ii) Upon conclusion of the mediation, the mediator shall immediately advise the Office of the Vice-Principal (Research) or its delegate in writing if no settlement is reached.
- 16.7.2 Any information exchanged orally or in writing in an effort to resolve a dispute under Article 16.7 shall be on a without-prejudice basis and shall not be disclosed beyond the participants without their unanimous written consent.

**ARTICLE 17  
FRAUD & MICONDUCT IN ACADEMIC  
RESEARCH AND SCHOLARLY ACTIVITY**

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**ARTICLE 17 - FRAUD & MICONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY**

**17.1 General**

- 17.1.1. This Article pertains to academic activities related to a Member's employment at the University and to academic activities in which the Member has identified an affiliation with Queen's University.

**17.2 Definition**

- 17.2.1 Fraud or misconduct in academic research or scholarly activity may include, but is not limited to, one or more of the following:
- (a) Fabrication or falsification of research data or source material;
  - (b) Plagiarism;
  - (c) Failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source. (This applies to the unattributed use of any work produced by others in all formal and informal teaching materials.);
  - (d) Failure to obtain the permission of the author before making significant use in any publication of information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
  - (e) Attribution of authorship to persons other than those who have participated in the work sufficiently to take responsibility for its intellectual content;
  - (f) Submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;
  - (g) Material failure to meet relevant legal requirements for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
  - (h) Material failure to meet relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

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- (i) Failure to reveal conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public.

17.2.2 Nothing in Article 17.2.1 shall be construed to restrict the academic and artistic freedom of creative artists.

17.2.3 Factors intrinsic to the process of academic research and scholarly activity (such as honest error, conflicting data, or differences in interpretation of data, or differences in assessment of experimental design or practice) do not constitute fraud or misconduct.

**17.3 Retention of Research and Scholarly Materials**

17.3.1 Members shall retain for at least five (5) years research and scholarly activity materials that are within their personal control.

17.3.2 Subject to Article 17.3.1, no Member shall be dismissed for fraud or misconduct in academic research and scholarly activity when the Member cannot reasonably defend themselves because the means of proof is no longer available due to the effluxion of time.

**17.4 Procedures**

17.4.1 All allegations of fraud or misconduct in academic research and scholarly activity shall be in writing, with documented evidence, signed, dated and forwarded to the Vice-Principal (Research). The Vice-Principal (Research) or delegate shall investigate the allegations in accordance with the provisions of Article 20.

17.4.2 A Member against whom an allegation of fraud or misconduct has been made shall be responsible for providing the Vice-Principal (Research) or delegate access only to research and scholarly activity materials that are in their possession, power or control but not to materials that are publicly available.

17.4.3 If the University decides after investigation not to take disciplinary action against the Member named in the allegation or if an arbitrator in the Member's grievance decides in their favour, the University shall remove from the Member's Official File and destroy all documentation concerning the allegation except any arbitration report, which is a public document.

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- 17.4.4 The University shall have the onus of establishing fraud or misconduct in academic research and scholarly activity. Any finding of fraud or misconduct in academic research and scholarly activity shall require clear, cogent and convincing proof of dishonest intent or reckless disregard for the likelihood to mislead.
- 17.4.5 A statement from the University that a Member was guilty of fraud or misconduct in academic research and scholarly activity, with or without any formal sanctions as provided in Article 20, constitutes discipline.
- 17.4.6 If the University's investigation or an arbitrator in the Member's grievance sustains an allegation of fraud or misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the Vice-Principal (Research) or delegate will normally inform the agency or publisher concerned.
- 17.4.7 No person consulted by any party concerning the case shall be appointed as an arbitrator in any subsequent arbitration dealing with these allegations.

**17.5 The University's Responsibilities**

- 17.5.1 The University shall take such steps as may be necessary and reasonable to
- (a) protect the reputation and credibility of Members wrongfully accused of fraud or misconduct in academic research and scholarly activity, including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation;
  - (b) protect the rights, positions and reputations of Members who in good faith make allegations of fraud or misconduct in academic research and scholarly activity, or whom it calls as witnesses in an investigation. Such protection shall include the provision of legal counsel and the payment of other reasonable legal and related costs should the Member be sued for their participation in any investigation or arbitration proceedings;
  - (c) minimize disruption to the research of the person making the allegation and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
  - (d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in (a) to (c) above.

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- 17.5.2 The University shall, where practicable, take disciplinary action against Members, employees or students who make unfounded allegations of fraud or misconduct in academic research and scholarly activity that are reckless, malicious or not in good faith.

**ARTICLE 18**  
**CONFLICT OF INTEREST, CONFLICT OF COMMITMENT AND REASONABLE**  
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**ARTICLE 18 - CONFLICT OF INTEREST, CONFLICT OF COMMITMENT AND**  
**REASONABLE APPREHENSION OF BIAS**

**18.1 Conflict of Interest**

**18.1.1 General**

- 18.1.1.1 For the purposes of this Article, “immediate family member” means a spouse, partner, parent, child or sibling.
- 18.1.1.2 An actual or apparent conflict of interest arises when a Member is placed in a situation where their personal interest, financial or other, or that of an immediate family member or of a person with whom there exists, or has recently existed, either a personal, sexual, or otherwise intimate relationship or financial relationship, conflicts, or appears to conflict, with the Member’s academic responsibilities as defined in Article 15. Members are expected to avoid actual conflicts and apparent conflicts of interest.
- 18.1.1.3 No Member shall knowingly participate in any decision in which they or any person described in Article 18.1.1.2 have an actual or apparent conflict of interest, except in accordance with the provisions of Article 18.1.1.4.
- 18.1.1.4 The existence of an actual or apparent conflict of interest does not necessarily preclude the involvement of the individual in the situation where the conflict has arisen, or may arise, but it does require that the conflict be formally disclosed in writing to the person to whom the Member reports before any action or decision is taken. Where the person to whom the Member reports also has an interest in the matter, the disclosure shall be made in writing to the person at the next level of authority.
- 18.1.1.5 Unless specified otherwise in Article 18.1.2.1 (a), the person to whom the Member reports, following the receipt of the disclosure under Article 18.1.1.4, and after consultation with the Member and any other appropriate persons, shall determine whether a conflict, actual or apparent, exists, and determine an appropriate way to address the actual or apparent conflict of interest and determine whether a disciplinary measure for any violation of Article 15 could be warranted.
- 18.1.1.6 The resolution of the matter by the individual to whom the person reports shall be made in writing. Where no resolution of the matter is made at this level, the matter will be referred to the next higher level of authority for decision.



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**18.1.2 Relations with Students**

18.1.2.1 Without limiting the generality of the above, a Member

- (a) shall immediately disclose to their Unit Head in writing, and where their Unit Head is not the Dean also to the Dean, any personal, sexual or otherwise intimate relationship or communications with a student with whom the Member has a supervisory or evaluative relationship, or with respect to whom the Member may exercise any authority or ability to confer or refuse benefits of a financial or academic nature, and their Dean shall forthwith consult and make determinations as contemplated in per Article 18.1.1.5.
- (b) shall not accept additional remuneration for tutoring any student enrolled in the University where such tutoring relates to the student's course or program at the University;
- (c) who has an evaluative relationship with a student shall not employ that student in certain capacities (e.g. under contract, as a consultant, as an employee of a company in which the Member has a financial interest), without disclosure per Article 18.1.1.4 and the prior approval of the Unit Head per Article 18.1.1.5 and Article 18.1.1.6. Members are not obligated to disclose the employment of a student as a research or teaching assistant; and
- (d) should not assign students to research projects sponsored by a business in which the Member or a member of their family has a financial interest without disclosure to the student, and disclosure per Article 18.1.1.4 and the prior approval of the Unit Head per Article 18.1.1.5 and Article 18.1.1.6.

18.1.2.2 A Member shall not survey students with respect to their performance of teaching responsibilities other than in accordance with Article 29.1.7 or 29.4. Further, a Member shall not solicit testimonials from students.

**18.1.3 Contractual and Financial Matters**

18.1.3.1 Notwithstanding Article 18.1.1.4, a Member who has any interest, direct or indirect, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and is part of the decision-making process shall

- (a) declare the nature and extent of the interest as soon as possible and no later than the meeting at which the matter is to be considered;

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- (b) refrain from taking part in any discussion or voting in relation to the matter; and
- (c) withdraw from the meeting when the matter is being discussed.

18.1.3.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Provost and Vice-Principal (Academic) or designate, after full written disclosure of the conflict, a Member shall not

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the Member, or any individual with whom they have an immediate familial, sexual or financial relationship, has a material financial interest; or
- (b) engage any individual with whom the Member has an immediate familial, sexual or financial relationship in any capacity for which remuneration comes from University funds or from funds administered by the University.

**18.2 Conflict of Commitment**

- 18.2.1 Article 18.2 applies to Members whose FTE is greater than, or equal to, eighty (80) percent.
- 18.2.2 With the acceptance of an appointment of greater than, or equal to, eighty (80) percent FTE at the University, a Member makes a professional commitment to the University. Such Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional and academic activities (herein referred to as “external activities” for the purposes of Article 18.2) can bring benefits to and enhance the reputation of the University and the capacity of Members, the University agrees that Members may engage in part-time external activities, paid or unpaid, provided that such external activities do not conflict or interfere with the Member’s responsibilities to the University as defined at Article 15 of this Agreement.
- 18.2.3 An exception to the prohibition set out at Article 18.2.2 against a Member’s external activities conflicting or interfering with the Member’s responsibilities to the University may be granted by the Dean subject to the process set out at Articles 18.2.4 through 18.2.6.
- 18.2.4 Where a Member wishes to undertake an external activity that has the potential to interfere with any of the Member’s responsibilities to the University as defined at Article 15 of the Agreement, the Member must seek approval from the Dean to undertake the

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external activity prior to making a commitment to undertake such activity. The request for approval shall be in writing and shall be provided to the Dean at least thirty (30) days before the external activity is to commence, and shall include

- (a) a full description of the nature of the external activity;
- (b) an estimate of the time required or the time period to perform the external activity (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the external activity is scheduled to take place, etc.);
- (c) the extent of the use, if any, of University facilities, supplies, or employees;
- (d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and
- (e) the impact the activity will have on teaching, research, and service responsibilities.

18.2.5 The Dean shall consider the request for approval as soon as possible and shall render a decision in writing within ten (10) working days. The decision must reflect consistency of treatment among the Members in the Unit. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision.

18.2.6 If the external activity would substantially detract from the fulfillment of the Member's responsibilities, the Dean may require, as a condition of granting approval, that the Member take full or partial release time without pay; moreover, if a Member wishes to continue such external activity indefinitely, the Member may be required to relinquish their status as a full-time appointee.

18.2.7 Whenever the external activities of a Member change materially so as to create or increase a conflict or interference with the Member's responsibilities to the University, the process set out in Articles 18.2.4 through 18.2.6 must be followed.

18.2.8 All information or reports disclosed in accordance with this Article will be confidential.

18.2.9 For any external activity:

- (a) When a Member's external activities involve the use of the University's facilities, supplies, employees and/or services, their use shall be subject to the

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prior approval of the University. A request for such approval must be made in writing by the Member to the Unit Head, who shall approve or deny the request in writing. Where the request is approved, costs for the use of such facilities, supplies, employees and/or services shall be borne by the Member at prevailing rates set by the University, unless the Unit Head (with the agreement of a Dean in a departmentalized Faculty) agrees, in writing, to waive all or part of such costs;

- (b) The name of the University shall not be used in any external activity unless agreed, in writing, by the Provost and Vice-Principal (Academic) or Dean, although nothing shall prevent the Member from stating the nature and place of their University employment, rank and title(s) in connection with related external activities, provided that they shall not purport to represent the University or speak for it without prior authorization, or to have the University's approval unless that approval has been given in writing;
- (c) A description of the nature and scope of all significant external activity shall be included in the Member's annual report. Examples of significant external activities to be described in the Member's annual report include, but are not limited to, the following:
  - (i) Any external activity that either alone, or in combination with other activities, exceeds twenty (20) percent of the time required by the Member's full-time academic duties;
  - (ii) Any external activity for which approval has been granted as per Article 18.2.5;
  - (iii) Teaching at another university or institution;
  - (iv) Consulting and entrepreneurial activities.

**18.3 Reasonable Apprehension of Bias**

- 18.3.1 For purposes of Articles 25.5.2(b), 30.2.5, 31.2.5 and 41.1.6(a), a reasonable apprehension of bias arises when a reasonable person, informed of interactions between a Committee member and a Member who is or will be the subject of the Committee's deliberations or recommendations, would consider it likely that the Committee member would not be able to decide the matter impartially because of either a positive or negative bias. Where such a person:

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- (a) is not a person in receipt of a recommendation from the Committee in question, that person may express their concern of reasonable apprehension of bias in writing to the individual to whom the Committee member reports and this individual shall determine whether the expression of concern is well-founded. Such a determination shall not mean that the Committee member is, in fact, biased. If the individual to whom the Committee member reports concludes that the expression of concern is well-founded, and if the Committee member has participated in the Committee's deliberations or recommendations, they shall inform the Faculty Relations Office which shall consult with the Association in fashioning an appropriate remedy; or
- (b) is in receipt of a recommendation from the Committee in question, such person, if they believe their concern is well-founded, shall inform the Faculty Relations Office which shall consult with the Association in fashioning an appropriate remedy.

## **ARTICLE 19 GRIEVANCE AND ARBITRATION**

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### **ARTICLE 19 - GRIEVANCE AND ARBITRATION**

#### **19.1 General**

- 19.1.1 A grievance is any dispute or difference, arising out of the application, interpretation, administration or alleged violation of the provisions of this Agreement, which is initiated in accordance with Article 19.4.
- 19.1.2 The Parties agree to use every reasonable effort to resolve grievances arising from this Agreement informally, amicably and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential and are without prejudice.
- 19.1.3 The Association may assume any individual or group grievance at any stage. No individual or group grievance shall proceed to Step 2 unless it has been assumed by the Association and the Association commences the Step 2 process.
- 19.1.4 Any settlement, withdrawal or abandonment of an individual or group grievance by the grievor(s) prior to Step 2 without the Association's consent shall be without prejudice to the Association's right to grieve the matter and shall not be binding on the Association or set any precedent with respect to similar circumstances. Copies of any such settlements shall be delivered by the University to the Association within five (5) working days.
- 19.1.5 At any point in a grievance process, a Party may request mediation of the grievance. A Member who is a grievor may request mediation of their grievance prior to Step 2. A responding Party has five (5) working days to indicate its consent to the mediation. Mediation will only proceed if the Parties, and any Grievor(s) (in the context of an Individual or Group grievance, prior to Step 2) consent. A request for mediation does not, without the consent of the Parties, extend the time available to commence a Step 2 proceeding.

#### **19.2 Types of Grievances**

- 19.2.1 A grievance may be one (1) of the following types:
- (a) Individual grievance: an individual Member grieves against the University;
  - (b) Group grievance: two (2) or more Members join together to grieve against the University for the same or similar reason, or based on the same or similar event, transaction or decision;

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### GRIEVANCE AND ARBITRATION

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(c) Association grievance: the Association grieves against the University's interpretation, application, administration or alleged violation of this Agreement; or

(d) University grievance: the University grieves against an action of the Association.

#### 19.3 Informal Dispute Resolution

19.3.1 Prior to initiating a grievance, either Party or a Member (with or without the assistance of the Association), may seek informal resolution of a dispute.

19.3.2 Attempts at an informal resolution of a dispute shall proceed expeditiously and shall be without prejudice to any subsequent grievance.

9.3.3 If the dispute is resolved informally, all decisions, agreements and resolutions shall be committed to writing. Any resolution committed to writing shall, to the extent possible, preserve the privacy of the persons involved.

#### 19.4 Step 1

19.4.1 Within fifteen (15) working days of an event, transaction, decision, or the end of a set of circumstances, or fifteen (15) working days from the date the grievor(s) knew or ought reasonably to have known of the relevant event, transaction, decision or set of circumstances, the grievor(s) shall file a written Notice of Intention to Grieve with the responding party to the grievance. The Notice of Intention to Grieve shall be in the form prescribed in Appendix B to this Agreement and shall set out the event, transaction, decision, or set of circumstances which are the subject matter of the grievance.

19.4.2 Within two (2) working days of its receipt of the Notice of Intention to Grieve, the Party responding to the grievance shall notify the Party that initiated the grievance to confirm receipt.

19.4.3 Notwithstanding other provisions of Article 19.4, with respect to an Association or University grievance, either Party may waive Step 1 of the grievance process,

(a) in the case of the Party initiating the grievance, by indicating in the Notice of Intention to Grieve that the Party's intention is to proceed directly to Step 2; and

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(b) in the case of the Party responding to the grievance, by advising in writing no later than ten (10) working days following the date on which it has provided written acknowledgement of receipt of a Notice of Intention to Grieve, that the Party wishes to waive Step 1.

- 19.4.4 Within ten (10) working days of its receipt of the Notice of Intention to Grieve, the Party responding to the grievance shall, after consultation with the other Party schedule a Step 1 meeting to be convened no later than forty (40) working days from the date of scheduling. At the Step 1 meeting shall be the relevant University administrative officer with the authority to resolve the grievance, the person whose actions or decisions are the subject matter of the grievance, the grievor(s), and up to two (2) representatives of the Association, at least one (1) of whom has the authority to resolve the grievance, unless it waives its right of participation by written notice to the University delivered prior to the Step 1 meeting. The University may send one (1) other representative if it chooses to do so. The representative of either the University or the Association who attends a Step 1 meeting with the authority to resolve the grievance shall not be a person who has made or participated in the making of any decision which has led to the grievance. By the agreement of the Parties, the Step 1 meeting may comprise only the relevant University administrative officer with the authority to resolve the grievance and the Association's designated grievance officer.
- 19.4.5 No later than five (5) working days prior to the Step 1 meeting, each of the University, the grievor(s), and the Association, if it participates, shall provide to the other participant(s) a copy of any documents they wish to disclose with a view to resolving informally the issue raised by the grievance. The University shall create a book of the documents so disclosed for the use of all participants at the Step 1 meeting.
- 19.4.6 The purpose of the Step 1 meeting is to resolve informally the issue raised by the grievance. The meeting, if it is not by mutual agreement continued on a later date, shall end with a memorandum which either sets out the terms of resolution, or records the end of the meeting without resolution. If either party concludes that a Step 1 meeting in progress is not contributing to the resolution of the matter, that party can end the meeting, and the outcome of the Step 1 meeting be recorded as "without resolution", as provided for above. The memorandum shall be signed by the grievor(s), a representative of the University and a representative of the Association, if it participated. If the Association did not participate, a copy of the memorandum must be delivered to it by the University within two (2) working days.
- 19.4.7 The Party responding to the grievance shall have fifteen (15) working days from the date of the Step 1 meeting to respond to the grievance in writing, unless the time for such response is extended by mutual agreement of the Parties. The absence of a



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written response within this time limit shall be taken as a denial of the grievance as of the date that the written response was due.

#### 19.5 Step 2

19.5.1 The Association or the University has twenty (20) working days from the date of receiving the written response to the grievance within which to file with the other Party a Notice of Intention to Proceed to Step 2. In a case where the Association or the University has waived the Step 1 meeting per Article 19.4.3, either Party has twenty (20) working days from the date of the notice waiving the Step 1 meeting within which to file with the other Party a Notice of Intention to Proceed to Step 2.

19.5.2 The Notice of Intention to Proceed to Step 2 shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that allegedly has been violated, and the relief sought from the arbitrator.

19.5.3 Upon receipt of a Notice of Intention to Proceed to Step 2, the University and the Association shall select an arbitrator by mutual consent, or failing that shall select an arbitrator by the method of alternating challenge from the list of arbitrators in Appendix C to this Agreement. The procedure can be repeated if the selected arbitrator cannot accept the appointment.

19.5.4 Prior to the appointment of the arbitrator, the Parties shall agree upon the expected duration (in days) of the hearing.

19.5.5 The Parties may take steps to expedite a fair hearing, including

(a) holding a pre-arbitration hearing chaired by the arbitrator during which the Parties may

(i) discuss the issues in dispute with a view to narrowing the issues;

(ii) review proposed lists of witnesses and exhibits to be delivered by both Parties with a view to reducing the number of witnesses; and

(iii) estimate the duration of the hearing and schedule arbitration dates accordingly.

(b) attempting to agree to a statement of some or all of the facts necessary to present the grievance where credibility is not in issue.

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#### 19.6 Powers of the Arbitrator

##### 19.6.1 The arbitrator shall have the following powers:

- (a) To adjudicate all differences between the Parties, including the question of arbitrability of an issue, and the power to determine all questions of fact and law that arise;
- (b) All the powers of an arbitrator as set out in ss. 48 (12) and (13) of the Ontario *Labour Relations Act*, 1995, S.O. 1995, c.1, Sched. A, or as amended;
- (c) To mediate the issue between the Parties at any stage in the proceedings with the consent of the Parties. If mediation is not successful, the arbitrator retains the power to determine the issue by arbitration;
- (d) To admit, in the interest of a fair and expeditious hearing, only evidence that is relevant, and any objection to relevance must be determined by ruling;
- (e) To admit evidence that would not be admissible in a court of law only if the arbitrator determines that the evidence is relevant, reliable and its probative value outweighs any prejudice its admission might produce;
- (f) To determine the rules of procedure, which shall be just and equitable and intended to provide a fair and expeditious hearing;
- (g) To determine at the commencement of the Step 2 arbitration a disputed claim of confidentiality made under Article 19.4.5;
- (h) To grant such interim orders, including interim relief, as the arbitrator considers appropriate, except for interim reinstatement;
- (i) To make such orders or give such directions as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and
- (j) Where the arbitrator determines that a Member has been dismissed or disciplined for cause but the Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, to substitute such other penalty that seems just and reasonable in all the circumstances.

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#### 19.7 Costs of the Arbitration

19.7.1 Each Party shall bear the expense of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The costs of the arbitration, consisting of the fees and expenses of the Arbitrator and the cost of the meeting room for the hearing, shall be borne equally by the Parties except as follows:

- (a) In the case of a successful grievance against the termination of a Member's employment, or a successful grievance where the arbitrator finds that the Member's academic freedom or rights of non-discrimination have been violated and certifies that this finding is central to the resolution of the grievance, the arbitrator shall have the power to award costs against the University. A successful grievance is one in which the arbitrator grants in full the remedy sought by the grievor or grants substantial relief and expressly finds that the grievor's position has been vindicated;
- (b) If a grievance against the University or the Association is found to be frivolous or vexatious or entirely without substance, the arbitrator shall have the power to award costs against the Party that served the Notice to Proceed to Step 2;
- (c) If the primary issue in any grievance is the failure of a Party to perform an obligation under this Agreement to deliver data or information, and the arbitrator finds that the Party failed, without reasonable justification, to perform its obligation, the costs of the arbitration shall be borne entirely by the unsuccessful Party;
- (d) If the subject matter of a grievance involves a process under this Agreement and the arbitrator finds that
  - (i) adequate notice, as required by the Agreement, was not provided, or was not provided within a reasonable time; or
  - (ii) an undertaking was breached,

and material prejudice resulted therefrom, the Arbitrator shall have the power to award the fees and expenses of the Arbitrator, fully, or in part, to the successful Party;

- (e) No award of costs shall be made unless the Parties have been given an opportunity to address the cost issue.

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### **GRIEVANCE AND ARBITRATION**

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#### **19.8 Procedural Defects**

- 19.8.1 The Parties may agree to extend any time limits specified in this Article. The arbitrator shall have the power to relieve against non-compliance with any time limit.
- 19.8.2 A request to extend the time limit in Article 19.5.1 above for a period of not more than fifteen (15) working days shall not be unreasonably refused.
- 19.8.3 No minor technical or clerical violation in the grievance procedure or any document required by it shall prevent a grievance from being heard on its merits or affect the jurisdiction of the arbitrator.

#### **19.9 Grievance Protection**

- 19.9.1 A Member who has exercised their right to grieve under this Article shall not be subject to retribution.

**ARTICLE 20 – DISCIPLINE**

**20.1 General**

- 20.1.1 A Member may be disciplined only for just and sufficient cause, and only in accordance with the provisions of this Article.
- 20.1.2 The Parties accept that discipline shall be progressive with the aim of being corrective; the appropriateness of any disciplinary measure rests on both the cause and any relevant prior imposition of discipline.
- 20.1.3 When the alleged cause is of a type for which a separate institutional policy exists, the procedures of such a policy should be followed to the extent that they are not in conflict with this Agreement, but in the event that such a policy is inconsistent with this Agreement, and either the Complainant or Respondent is a Member, this Agreement shall prevail. The University shall instruct all of the employees who have the responsibility to carry out any of these separate procedures to notify affected Members that they may in confidence seek the advice and assistance of the Association. The Parties agree to consult in order to identify the responsible employees referred to above.
- 20.1.4 A Member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.
- 20.1.5 All disciplinary measures are grievable and the burden of proof is on the University. A Member is entitled to representation by the Association at any meeting referenced in this Article to which a Member has been invited.

**20.2 Forms of Discipline**

- 20.2.1 The only disciplinary measures that may be taken by the University against a Member are the following:
- (a) Written reprimand;
  - (b) Suspension with pay;
  - (c) Suspension without pay; or
  - (d) Dismissal

## ARTICLE 20 DISCIPLINE

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- 20.2.2 For Tenured faculty Members, Continuing Adjunct faculty Members or Librarians or Archivists with Continuing Appointments, dismissal means the termination of appointment without the Member's consent before retirement.
- 20.2.3 For all Members whose appointment type is not identified in Article 20.2.2, dismissal means the termination of appointment before the end of their contract.
- 20.2.4 The standard for dismissal shall only be gross misconduct, incompetence or persistent neglect of academic duties. Gross misconduct includes a pattern of serious misconduct.
- 20.2.5 Layoff, as provided in Article 38 or Article 39, is not dismissal for the purposes of this Article.
- 20.2.6 Suspension means relieving a Member of all University duties and some or all of the Member's University privileges for cause without their consent.
- 20.2.7 A written reprimand must be specific and must be clearly identified as being a disciplinary measure.

### 20.3 Investigative Process

- 20.3.1 The Provost and Vice-Principal (Academic), Dean, or delegate may investigate any allegation about a Member if they reasonably believe that a situation exists that could warrant disciplinary measures against the Member. The conduct of all or part of such investigations may be delegated to appropriate persons. In all cases, the person leading the investigation shall be an individual who has had no previous decision-making authority respecting the allegation.
- 20.3.2 An investigation is not a disciplinary process. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms with Article 20.3.1 and Article 20.3.4 respectively.
- 20.3.3 A Member's privacy shall be respected during an investigation although it is understood that some revelation of the allegation may be unavoidable in order not to seriously compromise the investigation.
- 20.3.4 As soon as practicable after commencing an investigation, the Provost and Vice-Principal (Academic), Dean, or delegate shall
- (a) promptly and fully inform the Member in writing of the nature and substance of the allegation(s) and the scope of the investigation, including advising the

## ARTICLE 20 DISCIPLINE

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Member of their right to seek advice from the Association, and inviting the Member to respond to the allegation by meeting or by submission of materials, or both, as the Member sees fit. If the Provost and Vice-Principal (Academic), Dean, or delegate invites the Member to meet to discuss the allegation, the invitation must be in writing and must allow the Member at least two (2) full working days to obtain advice or assistance from the Association;

- (b) promptly inform the Association of an investigation of allegation(s) pertaining to the Member;
- (c) give due consideration to any suggestions or evidence from the Member which might expedite or simplify the investigation, or render it unnecessary; it is understood that any statement made by any person at this stage is without prejudice;
- (d) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless the Provost and Vice-Principal (Academic), Dean, or delegate has reasonable grounds to believe that such confidentiality may place a person at risk of significant harm; and
- (e) notify the Member of the tentative results of the investigation within five (5) working days of such results being known.

20.3.5 Notwithstanding Article 20.3.4(a) and (b), the Provost and Vice-Principal (Academic), Dean, or delegate may withhold information, or delay notification, if the Provost and Vice-Principal (Academic), Dean, or delegate has reasonable grounds to believe that disclosure will produce a risk of significant harm to another person or that it will jeopardize the investigation. If there is any withholding or delay in notification on either of these grounds, when the Member is first notified, the notice shall include notice of the withholding or delay and an explanation of the basis for it. No withholding of information or delay in notification can extend beyond the Article 20.3.5(e) stage at which point all relevant information must be, or have been, disclosed.

20.3.6 The notification of Article 20.3.4(e) shall either advise the Member that discipline is not warranted and that no discipline will be imposed, or shall advise that a meeting should be convened to afford the Member an opportunity to make submissions, including documents or oral evidence, with respect to the tentative results of the investigation or any proposed discipline, before the investigation is closed and before any disciplinary measure is imposed. If the Head has conducted part or all of the investigation, the Dean may invite the Head to attend such meeting.

## ARTICLE 20

### DISCIPLINE

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20.3.7 Where a Member is required to meet with the Provost and Vice-Principal (Academic), Dean, or delegate as part of an investigation in which the Member is not a respondent, the Member shall be informed of their right to be accompanied by a representative of the Association.

#### 20.4 **Imposition of Discipline**

20.4.1 Only the Provost and Vice-Principal (Academic), Deputy Provost, Dean, or Dean on the recommendation of the Unit Head, can issue a written reprimand, or suspend or dismiss a Member.

20.4.2 Disciplinary measures shall take effect immediately, except that if a Member grieves a suspension without pay, the Member shall continue to receive their pay until the earlier of the date that the grievance is withdrawn, abandoned or decided, or the term of the Member's appointment has ended. In the case of dismissals based on grounds of incompetence or persistent neglect of academic duties, the Member's pay is continued until the time available to initiate a grievance has passed. If a Notice of Intention to Grieve is filed, the Member shall continue to receive their pay until the earlier of the date that the grievance is withdrawn, abandoned or decided, or the term of the Member's appointment has ended. In the case of a dismissal based on the grounds of gross misconduct where a Notice of Intention to Assume the Grievance is filed by the Association, the Member shall receive their pay until the earlier of the date that the grievance is withdrawn, abandoned or decided, or the term of the Member's appointment has ended.

20.4.3 Notwithstanding the above, the University may suspend a Member with full pay and may relieve a Member of some or all of the Member's duties and/or privileges in accordance with the provisions in Article 22.

20.4.4 Any record of a written reprimand shall be removed from a Member's Official File after forty-eight (48) months from the date of the written reprimand, provided that no subsequent discipline has been imposed within that period. After removal, such discipline cannot be offered in aggravation of penalty in a subsequent disciplinary proceeding. Where a written reprimand is being grieved, notice of the grievance shall be attached to the written reprimand in the Member's Official File until the resolution of the grievance.

20.4.5 Failure of a Member to grieve a written reprimand shall not be deemed an admission of the validity of the reprimand, provided that the Member has indicated in writing within the time limits provided for initiating a grievance that the Member is in disagreement with



## ARTICLE 20 DISCIPLINE

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the reprimand and does not waive any right to grieve any subsequent imposition of discipline for similar cause.

- 20.4.6 In all discipline grievances, the arbitrator is empowered to award any remedy considered just and equitable. If an award includes any monies owed to the grievor for salary or benefits, these shall be paid to the grievor with interest accruing from the date the salary or benefits should have been paid at a rate equal to two (2) percent above the prime rate at the Bank of Montreal.

### 20.5 **Academic Assessments**

- 20.5.1 Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of renewal, tenure, promotion, annual merit assessment or student evaluation. In particular,
- (a) the fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment but the facts that resulted or may result in the imposition of discipline may be considered if relevant to that process;
  - (b) the existence of an academic assessment, or findings arising from an academic assessment cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.

## ARTICLE 21 HARASSMENT

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### ARTICLE 21 – HARASSMENT

- 21.1 The Parties to this Agreement are committed to maintaining a working and learning environment that is free from discrimination and harassment.
- 21.1.2 Subject to the requirements of Article 21.3, if an issue of harassment and/or discrimination arises which is both grievable under this Collective Agreement and subject to a complaint under the University's Harassment/Discrimination Complaint Policy and Procedure, and if a Member wishes to formally proceed with the issue, they shall elect to either grieve or proceed under the University's Harassment/Discrimination Complaint Policy and Procedure.
- 21.1.3 In all dealings with the University on matters of harassment, Members, whether complainants, respondents or witnesses, have the right to be represented or accompanied by someone of the Member's choosing; at the Member's option this may be someone appointed by the Association.
- 21.2 **Personal/Workplace Harassment**
- 21.2.1 For the purposes of this Agreement, Personal or Workplace Harassment is
- (a) oral, written, or physical behaviour or visual display that, when viewed objectively, is of a bullying, intimidating, or abusive nature; or
  - (b) oral, written, or physical behaviour or visual display that, when viewed objectively, is persistent, and which the instigator knows or ought reasonably to know, creates an intimidating or hostile working or learning environment.
- 21.2.2 Personal or Workplace Harassment can also be the cumulative effect of the action described in Article 21.2.1.
- 21.2.3 The reasonable exercise of administrative authority does not of itself constitute Personal or Workplace Harassment. Administrative authority will not be exercised in any way that constitutes Personal or Workplace Harassment. Communication of negative assessments arising from the exercise of academic judgment does not of itself constitute Personal or Workplace Harassment.
- 21.2.4 Personal or Workplace Harassment shall be dealt with pursuant to Article 20.

## **ARTICLE 21 HARASSMENT**

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### **21.3 Harassment and Discrimination Contrary to Human Rights**

- 21.3.1 The Parties consider harassment and discrimination contrary to the Human Rights Code to be a serious offence which violates fundamental human rights, personal dignity and integrity. Allegations of harassment and discrimination contrary to Human Rights against a Member shall be dealt with pursuant to Article 20.

### **21.4 Harassment by Students**

- 21.4.1 For the purposes of Article 21.4, “harassment” is as defined in Article 21.2.1(a) and (b) and Article 21.2.2.
- 21.4.2 Members are entitled to be free from harassment by students.
- 21.4.3 The University shall adopt and publicize procedures to promote Article 21.4.2 and to respond to those actions that are inconsistent with it.
- 21.4.4 The procedures shall indicate who has the responsibility to advise Members and to take action in response to Members’ concerns about harassment by students. The University shall review these procedures with those persons who have the responsibility to advise Members and to take action in response to Members’ concerns about harassment by students.
- 21.4.5 The University shall inform Members of the appropriate steps they should take in response to those actions that are inconsistent with this policy.

**ARTICLE 22 - SAFETY AND SECURITY**

**22.1 Public Safety and Security: Emergency Suspension with Full Pay**

22.1.1 Notwithstanding the provisions of Article 20.2.1 and Article 20.2.6, the University may suspend a Member with full pay and may relieve a Member of some or all of their duties and/or privileges when

(a) the University has reasonable and probable grounds to believe that the failure to take the action outlined herein would result in a clear risk of significant harm to a person associated with the University or University property; and

(b) the University has considered all reasonable alternatives.

22.1.2 In such situations, as soon as practicable

(a) the basis of the University's actions shall be fully disclosed to the Association through the Grievance Officer (or delegate) and the Member affected; and

(b) Association and Member affected shall be given reasonable opportunity to address the basis for such belief outlined in Article 22.1.1(a) should they choose to do so and to suggest alternatives to the suspension.

22.1.3 The suspension of the Member under the provisions of this Article shall be for a period no longer than reasonably necessary to address a clear risk of significant harm to a person associated with the University or University property.

22.1.4 Notwithstanding the foregoing, the University's actions under Article 22 are grievable under the provisions of Article 20. The University shall, in any such grievance, have the onus of establishing that it has met the conditions set out herein.

**22.2 Health, Safety and Security**

22.2.1 The University and the Association agree to promote safe, secure and healthy working conditions and procedures, and to encourage Members to adopt and follow sound health, safety and security procedures in the performance of their work.

22.2.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety and security of Members as they carry out their responsibilities. To that end, the University agrees

## ARTICLE 22

### SAFETY AND SECURITY

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- (a) to maintain the joint health and safety committees required by the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended from time to time and ensure that the Association has the right to appoint at least one (1) representative to each joint health and safety committee that covers areas where Members are employed;
- (b) to cooperate with the Association in making reasonable provisions for the safety, health and security of Members;
- (c) to take reasonable measures to protect the health, safety and security of Members;
- (d) to take those measures that are reasonable to maintain the security of the buildings, offices and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours;
- (e) to ensure that the Association has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety and security of Members as they carry out their responsibilities; and
- (f) to comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended from time to time.

**ARTICLE 23 – PRIVACY**

**23.1 Surveillance**

- 23.1.1 Any surveillance must be undertaken and used in accordance with the University Freedom of Information and Protection of Privacy guidelines and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chap. F.31 as amended.
- 23.1.2 The Parties recognize that the safety of Members, staff, students and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices or practices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits and hallways. Any such public area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.
- 23.1.3 Surveillance devices and practices shall not be placed or implemented within a Member's office, private work space, or private laboratory without the consent of that Member. Any such area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.
- 23.1.4 The University shall establish policies to govern who has the authority to initiate surveillance, the duration of any surveillance, where images or audio recordings shall be stored, who shall have access to such recordings, and how long such recordings shall be retained. The University shall log all instances of surveillance and give access to this log to the Association upon request. The log shall indicate who initiated the surveillance, the duration of the surveillance, the location in which the images or audio recordings are being stored, who has access to such recordings, and how long the recordings are to be retained.
- 23.1.5 In developing surveillance policies under Article 23.1.4, the University shall consult and cooperate with the Association in making reasonable provisions to protect the health, safety and security of Members.
- 23.1.6 Information obtained through surveillance devices and practices shall not be used in any evaluation of a Member's teaching or research performance, in any renewal, promotion or tenure proceeding, nor shall it be made part of a Member's Official file.

## ARTICLE 23

### PRIVACY

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23.1.7 Information obtained through surveillance devices and practices shall not be used in any disciplinary action unless such information shows evidence of unlawful activity or a breach of this Agreement.

23.1.8 Information obtained through surveillance devices and practices shall be disclosed only to Queen's Security and the Vice-Principal (Finance and Administration) unless

(a) the information indicates the commission of unlawful activity and should be shared with the police or;

(b) the information should be shared with others in order to meet the University's obligation to protect the health, safety and security of Members, students and other employees.

#### 23.2 **Security of Personal and Professional Communications**

23.2.1 Members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form, subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA) and any other legal requirement. The Provost and Vice-Principal (Academic) may authorize access to a Member's computing and network account(s) with the University only if there are reasonable grounds to believe that the Member may be threatening the security and integrity of the computing or network facilities, violating any software licensing agreement, or attempting to access another user's account or data without that user's permission.

23.2.2 Notwithstanding Article 23.2.1, the University retains the right to administer its information technology system to block, intercept, prevent or limit the sending or receipt of unsolicited communications and files. The sole purpose of this Article is to enable the University to filter spam, viruses and other similar malicious communications and files.

23.2.3 The University, through Information Technology Services, shall review the Electronic Information Security Policy Framework (as approved by the Senate on May 27, 2014) to ensure that it is consistent with Article 23.2. In conducting this review, Information Technology Services shall consult with the Freedom of Information and Protection of Privacy Officer, the Human Rights Office and QUFA.

**ARTICLE 24 - EMPLOYMENT EQUITY**

**24.1 General**

- 24.1.1 In accordance with the University's equity goals, the Parties' commitment to non-discrimination as contained in Article 9 of this Agreement, and to the principles of employment equity, the University and the Association recognize the responsibility and the need to promote equity in the employment of women, visible minorities, Aboriginal peoples, persons with disabilities, LGBTQ persons and such other groups as may be designated by legislation.
- 24.1.2 In this Article, "Designated Groups" refers to women, members of visible minorities, Aboriginal peoples, and persons with disabilities (and such other groups as may be included in the definition of "designated groups" in the *Employment Equity Act*, S.C. 1995, c.46, as amended from time to time). "Equity-seeking groups" includes the four Designated Groups plus LGBTQ persons.
- 24.1.3 Consistent with principles of employment equity, the University shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of equity-seeking groups, and to recognize the value that diversity adds to the academic activities of the University.
- 24.1.4 Consistent with principles of employment equity, the Parties agree that for appointment to positions to the University,
- (a) the primary criterion is academic and professional excellence, and this criterion may take into account the diverse experiences of applicants and the many forms that scholarship can take;
  - (b) the criteria adopted in an appointment process must not systematically discriminate against members of equity-seeking groups;
  - (c) applicants shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities or by reason of minor career interruptions caused by disability; and
  - (d) no candidate shall be recommended who does not meet the criteria for the appointment in question.



## **ARTICLE 24**

### **EMPLOYMENT EQUITY**

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24.1.5 Consistent with principles of employment equity, the Parties agree that in the evaluation of applicants for renewal, tenure and promotion,

(a) the criteria adopted must not systematically discriminate against members of equity-seeking groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the equity-seeking groups; and

(b) applicants shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.

#### **24.2 Appointments and Personnel Committees**

24.2.1 Persons (excluding students) chosen to serve on Appointments Committees for Faculty, Librarian or Archivist positions, or on Personnel (Renewal/Reappointment, Tenure/Continuing Appointment and Promotion) Committees and administrators with a recommendatory or decision-making role in an appointments or personnel process may only carry out such functions after successfully completing within the previous ten (10) years, a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice from the Equity Office.

24.2.2 While all Appointments Committee and Personnel Committee members shall adhere to the principles of employment equity, one (1) Member (normally with tenure) of each such Committee shall be designated as the Equity Representative and shall have explicit responsibility for the Committee adhering to the rules and expected practices that assure equity, and for data collection and reporting per Article 24.4. The Committee member charged with this responsibility shall be selected by the Committee, and shall be a person who understands and is sympathetic to the objectives of this Article. Persons with this responsibility will require training in excess of that foreseen in Article 24.2.1 unless waived by the Parties.

#### **24.3 Appointment Processes**

24.3.1 For the term of this Agreement the University agrees to utilize search procedures in Units that require an active search for qualified members of equity-seeking groups, including the following:

(a) Advertisements and postings shall include the following statement: "The University invites applications from all qualified individuals. Queen's is strongly

## ARTICLE 24 EMPLOYMENT EQUITY

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committed to employment equity, diversity, and inclusion in the workplace and encourages applications from Black, racialized/visible minority and Indigenous/Aboriginal people, women, persons with disabilities, and 2SLGBTQ+ persons”;

- (b) Advertisements shall 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;
- (c) Copies of all such advertisements shall be transmitted to the Equity Office and to QUFA;
- (d) The appropriate Dean and/or Unit Head or Director, University Librarian or University Archivist, as applicable, shall communicate to their counterparts in other Canadian universities inviting all qualified individuals, including women, visible minorities, Aboriginal peoples, persons with disabilities, and persons of any sexual orientation or gender identity to apply for advertised positions;
- (e) Other measures as authorized by the Dean, University Librarian or University Archivist, in consultation with the Unit Head or Director or equivalent representative of Members of the Department or Unit, and/or the Equity Office; and
- (f) Other measures as recommended by either Party or by the Equity Office, and agreed to by the Parties.

The Parties further agree that with regard to any grievance arising from an alleged failure to meet Article 24.3.1(c), the overturning of an appointment process cannot be a remedy to the grievance.

24.3.2 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, and in order to address the employment equity goals of the University to adequately reflect the diversity of Canadian society, Appointments Committees shall

- (a) take special care not to eliminate at early stages potentially strong candidates from equity-seeking groups; and
- (b) invite for an interview any candidate in these groups, who, if the candidate were to perform very well at the interview, would be viewed as competitive with other interviewed candidates.

## ARTICLE 24

### EMPLOYMENT EQUITY

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24.3.3 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, unless there is a demonstrably superior candidate the following decision-tree shall be used by Appointments Committees in distinguishing between two or more equally-ranked leading candidates who have been interviewed and who fulfill the position requirements:

- (a) A leading candidate who is a Canadian citizen or permanent resident of Canada shall be recommended for the appointment;
- (b) If Article 24.3.3(a) does not distinguish a leading candidate because more than one of the leading candidates are Canadian citizens or permanent residents of Canada,
  - (i) a leading candidate (who is a Canadian citizen or permanent resident of Canada) who is from the Designated Group that is most under-represented in the Unit from among the Designated Groups that one or more of the leading candidates are member(s) of (according to the Unit's equity profile provided by the Equity Office pursuant to Article 24.4.1) shall be recommended for the appointment.
  - (ii) if Article 24.3.3(b)(i) does not distinguish a leading candidate because more than one of the leading candidates who are Canadian citizens or permanent residents are from the same under-represented Designated Group, a leading candidate (who is a Canadian citizen or permanent resident of Canada) who is also a member of one of the next most under-represented Designated Groups in the Unit shall be recommended for the appointment;
  - (iii) if Article 24.3.3(b)(ii) does not distinguish a leading candidate then the Appointments Committee may select a leading candidate to recommend for the position in accordance with Article 24.1.4(a) and 24.3.3(a).
- (c) If Article 24.3.3(a) does not distinguish a leading candidate because none of the leading candidates is a Canadian citizen or permanent resident of Canada,
  - (i) a leading candidate from the Designated Group that is most under-represented in the Unit from among the Designated Groups that one or more of the leading candidates are member(s) of shall be recommended for the appointment;

## ARTICLE 24

### EMPLOYMENT EQUITY

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(ii) if Article 24.3.3(c)(i) does not distinguish the leading candidate because more than one of the leading candidates are from the same under-represented Designated Group, the leading candidate who is also a member of one of the next most under-represented Designated Groups in the Unit shall be recommended for the appointment.

(iii) if Article 24.3.3(c)(ii) does not distinguish a leading candidate then the Appointments Committee may select a leading candidate to recommend for the position in accordance with Article 24.1.4(a).

24.3.4 For the purpose of determining whether Designated Groups are under-represented in Tenure-track, Tenure, Continuing-track or Continuing Appointment positions, joint appointments are counted in conformity with the fraction of their appointment in each Unit. Seconded or cross-appointed faculty are counted only in their home Unit.

#### 24.4 **Data Collection, Monitoring and Reporting**

24.4.1 When notified that an Appointment Committee is commencing a search process under this Agreement, the Equity Office will provide an updated report of the number of faculty Members who have self-identified as Aboriginal peoples, persons with a disability, visible minorities and women in the Unit to the Appointments Committee member designated as the Equity Representative pursuant to Article 24.2.2. The report will also identify which Designated Groups are under-represented (using the diversity of the populations of Canada as the benchmark) so that Committees may comply with Articles 24.3.3 through 24.3.4.

24.4.2 The Committee's Equity Representative shall have explicit responsibility for the Committee adhering to the rules and expected practices that assure equity, data collection, and submitting requisite information to the Equity Office.

24.4.3 The form of data collection and reporting on process of Appointments Committees for Faculty, Librarian and Archivist positions, or on Personnel Committees (at each stage) shall be agreed upon by the Parties within six (6) months following ratification of this Agreement, but should be detailed enough to allow a monitoring function by the Parties.

24.4.4 The Equity Office shall monitor the progress made in employment equity in the Bargaining Unit and report its findings every three years to the Parties. The report of the Equity Office will document the progress made in meeting the goals of Article 24.1

## **ARTICLE 24**

### **EMPLOYMENT EQUITY**

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and Article 9. The JCAA shall review the report of the Equity Office and shall (i) discuss means for improving employment equity, and (ii) report any recommendations for improving employment equity to the Council on Employment Equity, the Deans of Faculties, and the Senate.

## **ARTICLE 25 APPOINTMENTS**

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### **ARTICLE 25 – APPOINTMENTS**

#### **25.1 General**

##### **25.1.1 Types of Appointments**

25.1.1.1 All Members shall have an appointment corresponding to one of the types described in Article 25.1 or Article 25.2.

##### **25.1.2 Tenure or Tenure-Track Faculty Appointments**

25.1.2.1 An Initial Tenure-track appointment is a faculty appointment of not less than two (2) years and ten (10) months and not more than three (3) years and ten (10) months less one (1) day, but normally being three (3) years. All such contracts shall end on June 30. This type of appointment is with appropriate rank and a full range of academic responsibilities. The Member is normally expected to apply for a Renewed Tenure-track appointment in the final year of an Initial Tenure-track appointment.

25.1.2.2 A Renewed Tenure-track appointment is a faculty appointment, normally of three (3) years duration, with appropriate rank and a full range of academic responsibilities. The Member is normally expected to apply for a Tenured appointment in the final year of a Renewed Tenure-track appointment.

25.1.2.3 A Tenured appointment is a faculty appointment with rank and a full range of academic responsibilities that can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

##### **25.1.3 Adjunct Faculty Appointments**

25.1.3.1 A Term Adjunct appointment is a limited-term adjunct faculty appointment of up to three (3) years duration, with appropriate rank and a limited range of academic responsibilities. Term Adjuncts are appointed to instruct and evaluate, for pay, individually or jointly, one or more degree credit course(s) or course section(s) (or parts thereof) as set out in their letter of appointment, or to perform Course Development or Major Revision work as per Appendix S.

25.1.3.2 A Continuing Adjunct appointment is an adjunct faculty appointment with appropriate rank and a limited range of academic responsibilities that can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

## ARTICLE 25

### APPOINTMENTS

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25.1.3.3 Any Member holding an appointment described in Article 25.1.3 may apply for an advertised Tenure-track position at the University. Consistent with the principles of employment equity, the Parties agree that the primary criterion for appointment to positions at the University is academic and professional excellence and that no candidate shall be recommended who does not meet the criteria for the appointment in question.

#### 25.1.4 **Non-Renewable and Special Appointments**

25.1.4.1 A Non-Renewable appointment is a non-renewable limited-term faculty appointment with appropriate rank and a full range of academic responsibilities for a period of not more than three (3) years. The letter of appointment shall expressly state that the appointment is non-renewable. If a faculty Member is reappointed (effective on or after July 1, 2008) as a Non-Renewable appointment, after a Non-Renewable appointment, then the Member shall be deemed to have been granted a Tenure-track appointment.

25.1.4.2 A Non-Renewable Replacement appointment is a non-renewable limited-term faculty appointment where the appointee replaces another Member who is on leave, holds an administrative post, or has been seconded to another function, and who is expected to return within five (5) years. This appointment is with appropriate rank and a full range of academic responsibilities, and shall be for a period of not more than three (3) years. The term may be extended for not more than two (2) additional years, where

(a) the probability of the return of the person being replaced is very high; and

(b) the Appointments Committee of the Unit considers the extension preferable to seeking a new replacement.

25.1.4.3 A Special appointment is a faculty/librarian/archivist appointment that is funded at least fifty (50) percent from sources external to Queen's. Special appointments are made for a limited term that corresponds with the duration of the external funding and have an appropriate rank and a range of responsibilities agreed upon between the University and the appointee.

25.1.4.4 Reappointment of a Special Appointee is subject to the requirements of and continued funding by the external funding agency. Special Appointees may be reappointed using the procedures and appropriately modified criteria for the renewal of Tenure-track faculty. Subsequent to two (2) such reappointments, or any number of reappointments, which when added to the term of the original appointment equals six (6) years or more, any further reappointment shall occur if there is continued funding by the external

## ARTICLE 25 APPOINTMENTS

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funding agency and shall not require the application of these procedures and criteria. If the current term of a Special appointment is longer than twelve (12) months, the Member shall either be reappointed or given notice of non-appointment no later than the commencement of the final year of their appointment. Failure to provide notice shall result in an extension of the appointment for twelve (12) months.

25.1.4.5 The Association shall be advised in advance of the particulars of any Special appointments to be made.

25.1.4.6 Subject to Article 25.1.4.3 or except as otherwise limited by this Agreement, Special appointees shall have all the rights and privileges of Tenure-track Members.

25.1.4.7 Any Member holding an appointment described in Article 25.1.4 may apply for an advertised Tenure-track position at the University. Consistent with the principles of employment equity, the Parties agree that the primary criterion for appointment to positions at the University is academic and professional excellence and that no candidate shall be recommended who does not meet the criteria for the appointment in question.

### 25.1.5 Librarian and Archivist Appointments

25.1.5.1 An Initial Continuing-track appointment is a librarian or archivist appointment of not less than two (2) years and ten (10) months and not more than three (3) years and ten (10) months less one (1) day, but normally being three (3) years. All such contracts shall end on June 30. This appointment is with appropriate rank and a full range of librarian/archivist responsibilities. The Member is normally expected to apply for a Renewed Continuing-track appointment in the final year of an Initial Continuing-track appointment.

25.1.5.2 A Renewed Continuing-track appointment is a librarian or archivist appointment, normally of three (3) years duration, with appropriate rank and a full range of librarian/archivist responsibilities. The Member is normally expected to apply for a Continuing Appointment in the final year of a Renewed Continuing-track appointment.

25.1.5.3 A Continuing Appointment is a librarian or archivist appointment with rank and a full range of librarian or archivist responsibilities which can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

25.1.5.4 A Limited-Term Librarian/Archivist appointment is a limited term librarian or archivist appointment with appropriate rank and a full range of responsibilities for a period of



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not more than three (3) years with a possibility of renewals for a total period of not more than six (6) years.

### 25.2 Variants of Tenure-Track or Tenured Faculty Appointments

#### 25.2.1 Joint Appointment

25.2.1.1 A joint appointment is shared by two (2) or more Units. Financing is arranged among the Units, and approved by the respective Deans or their delegates, or the University Librarian. The allocation of responsibilities among the respective Units shall be set out in the letter of appointment. Decision-making pursuant to this Agreement shall, where appropriate, be divided according to this allocation. Procedures to be used for personnel decisions shall be agreed to in writing between the appointee and the Units concerned at the time of appointment.

#### 25.2.2 Cross-Appointment

25.2.2.1 Any appointment type may be the subject of cross-appointment. A cross appointed Member is based in a home Unit at the University but has prescribed and limited responsibilities in another Unit, as agreed to by the appointee and the respective Dean(s) (and Heads if applicable), or the University Librarian. The filing of annual reports and applications for renewal, tenure, and promotion are directed to and handled through the home Unit.

25.2.2.2 Materials that the Member provides regarding the responsibilities undertaken in the Cross-Appointed Unit as part of the Member's Annual/Biennial Report (Article 28.2) or as part of a Member's renewal, tenure or promotion file (Article 30.9.1), shall be taken into account in the assessment of the Member as part of the annual/biennial performance review or renewal, tenure and promotion process, respectively.

25.2.2.3 Notwithstanding Article 25.2.2.1, individuals holding faculty appointments at the Royal Military College of Canada may hold cross-appointments at Queen's University.

#### 25.2.3 Named Chairs and Professorships

25.2.3.1 Persons appointed to named chairs or professorships may be current faculty Members or new appointments to the University. All new appointments shall be subject to recommendation by the appropriate Appointments Committee.

25.2.3.2 Such a named chair or professorship may last as long as the Member remains at Queen's, or may be for a defined term. All Members holding such chairs or

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professorships shall be on Tenure-track, Tenured, or Non-Renewable appointments, or a Special appointment. Notwithstanding Article 25.1.4.1, Members may hold a Non-Renewable appointment for a maximum of five (5) years if the Member holds a named chair or professorship.

25.2.3.3 Named chairs or professorships may provide the salary, in whole or in part, for an individual named to the chair or professorship.

25.2.3.4 If the named chair or professorship provides for a salary supplement in addition to the Member's Regular Salary, the Regular Salary shall not be so low as to create an anomaly. The Regular Salary shall change from year to year in accordance with the salary policy for all faculty Members. If the named chair or professorship provides the entire salary, the entire salary shall change from year to year in accordance with the salary policy for all faculty Members.

25.2.3.5 If the named chair or professorship is intended to provide the entire salary, and if the endowment or other funding source is insufficient to yield an appropriate salary, it shall be supplemented from operating funds in the Unit.

25.2.3.6 If a Member holds a named chair or professorship for a defined period, and continues thereafter to be a Member after they no longer hold the named chair or professorship, the Member's Regular Salary shall be a salary which shall be not less than is appropriate for the Member's accomplishments and experience.

### 25.3 **Ranks**

25.3.1 Full-responsibility faculty Members shall be appointed at one of the following ranks:

- (a) Lecturer;
- (b) Assistant Professor;
- (c) Associate Professor; or
- (d) Professor.

25.3.2 Faculty Members will normally be appointed at the rank of Lecturer if they have not yet earned a degree that is considered a prerequisite for a tenure-track appointment in the discipline.

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- 25.3.3 Faculty Members who have earned a degree, usually a doctorate, that is considered a prerequisite for a tenure-track appointment in the discipline shall not be appointed below the rank of Assistant Professor.
- 25.3.4 Term Adjuncts shall normally be appointed at the rank of:
- (a) Lecturer if they have not yet earned a degree that is considered a prerequisite for a Tenure-track appointment in the discipline.
  - (b) Assistant Professor if they have earned a degree, usually a doctorate that is considered a prerequisite for a Tenure-track appointment in the discipline.
  - (c) Associate Professor if they qualify for appointment at the Assistant Professor rank and meet the following criteria:
    - (i) A record as a very good teacher committed to academic and pedagogical excellence; and
    - (ii) A record of high quality and expert peer-assessed scholarly or creative work which is normally demonstrated by presentation or publication in a suitable academic or artistic forum. Writing and research on pedagogy and innovative teaching shall be assessed as scholarly activity. 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.
  - (d) Professor if they meet one of the following criteria:
    - (i) Combined scholarly or creative work or professional experience judged to be distinguished with very good teaching; or
    - (ii) Combined continuing high-quality scholarly work or professional experience with exceptional contributions in teaching.
  - (e) Professor Emeritus.
- 25.3.5 Only the Principal or delegate can approve a Term Adjunct's first appointment at the rank of Associate Professor or Professor.

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25.3.6 Following a Term Adjunct's first appointment with the University, their rank shall only change as a result of having received promotion through the process set out in Article 32.6.

### 25.4 **Equity**

25.4.1 Appointment procedures and practices shall conform to the requirements of Article 24 (Employment Equity).

### 25.5 **Appointments Committee and Procedures for All Appointments Other Than Term Adjunct Appointments**

25.5.1 An Appointments Committee shall be established in each Unit, excluding Units in the School of Medicine in which the majority of members of the Academic Staff are excluded from the Bargaining Unit, by no later than May 1 in each year as follows:

- (a) The Appointments Committee may be the standing Renewal, Tenure/Continuing Appointment and Promotion (RTP/RCP) Committee as established by Article 30 or Article 31, or may be constituted separately by a separate election. In either case, up to two (2) student representatives (which in this context shall include residents in the Faculty of Health Sciences) may be members of the Appointments Committee. The Appointments Committee shall be chaired by the Unit Head or their respective delegate. The Head of a Unit that is too small to form a representative committee (fewer than three (3) Members) should invite representatives from related Units to serve as members;
- (b) When a search is to be conducted to fill a joint appointment, the Appointments Committee shall be constituted in accordance with Article 25.5.1(a), with the exception that the elected Members shall be elected in equal numbers from among and by the Members in the several Units that will jointly host the appointment. The Chair of the Committee shall be a Unit Head (or delegate) of one of these Units;
- (c) When a search is to be conducted to fill a joint appointment to be hosted by an identified primary Unit and another Unit, the identity of which depends on the disciplinary expertise of the successful candidate, a composite Appointments Committee shall be constituted as follows: three elected Members shall be drawn from the primary Unit; an additional Member shall be elected by each of the potential partner Units. The Unit Head (or delegate) of the primary Unit shall serve as Chair of the Committee;

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- (d) When a search is to be conducted to fill an interdisciplinary appointment (such as an appointment that is to be connected with an established interdisciplinary research group) and the eventual appointee's home Unit cannot be identified at the time, the members of a composite Appointments Committee shall be elected by and from among the Members of the interdisciplinary group. An additional member may be elected to the Committee by each of the Units that are most likely to host the appointment. The Committee shall elect its own Chair;
- (e) Exceptions to Appointments Committee structures shall be made only with the approval of the JCAA; and
- (f) For Units in the School of Medicine in which the majority of members of the academic staff are excluded from the Bargaining Unit, an Appointments Committee shall be established when the need for an Appointments Committee is identified.

### 25.5.2 For all Appointments Committees under Article 25.5,

- (a) the Chair shall be a voting member of the Appointments Committee;
- (b) members of the Appointments Committee shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s);
- (c) members of the Appointments Committees shall maintain confidentiality regarding the Committee's deliberations and decisions. Any member who knowingly violates this requirement of confidentiality shall be removed from the Committee; and
- (d) notwithstanding Article 25.5.2(c), Committee members must disclose violations of the Collective Agreement to the QUFA Grievance Officer or the Faculty Relations Office as soon as they become aware of them.

### 25.5.3 If, for any reason, a Department has failed to follow the procedures stipulated in Article 25.5.1 and Article 25.5.2, remedial measures may be taken as approved by the JCAA. Remedial processes for Committees are outlined in Appendix D.

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### 25.6 **Appointments Procedures for All Appointments Other Than Term Adjunct Appointments**

25.6.1 When the Unit Head has received approval to advertise a position, the Appointments Committee shall:

- (a) recommend the academic and/or professional qualifications and experience required for the position to be filled, after consultation with the other Members of the Unit(s) concerned;
- (b) recommend on the content of any advertisement or notice of the position, recommend on the placement of such advertisements or notices, and assist in seeking and finding qualified individuals who are interested in applying for the position;
- (c) review and assess on sound academic and professional grounds and in accordance with Article 24, all materials provided by applicants, taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take;
- (d) prepare a short list of applicants, which along with the file for each short-listed applicant, shall be made available in the Unit office(s) for review by Members of the Unit(s). Members of the Unit(s) may submit written opinions to the Appointments Committee on the worthiness of the applicants. A short list must consist of more than one (1) applicant unless the Appointments Committee, after reviewing each applicant's file, is satisfied that only one (1) applicant has met the minimum qualifications for the position as determined by the Appointments Committee and reflected in the advertisement, and the Appointments Committee does not decide to re-advertise;
- (e) evaluate short-listed candidates through interviews and, where appropriate, other relevant means of evaluation, and invite all Members in the Unit(s) to meet the short-listed applicants and submit written opinions to the Committee when the candidates visit the campus to be interviewed and to make presentations; and
- (f) make written recommendations on appointments, with reasons given and taking into account only the complete file.

25.6.2 Once an Appointments Committee has commenced the Article 25.6.1(c) stage, if it has not made a recommendation by the time a succeeding Appointments Committee is

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constituted pursuant to Article 25.5.1, the original Appointments Committee shall remain seized of the process that it commenced. The succeeding Appointments Committee shall deal with all new appointment matters.

25.6.3 The Dean or University Librarian is responsible for ensuring that any file forwarded to the Provost and Vice-Principal (Academic) or delegate for decision includes

- (a) all materials provided by the applicant;
- (b) all letters of assessment, including written submissions from Unit Members pursuant to Article 25.6.1(e);
- (c) the Appointments Committee's equity report; and
- (d) the written recommendation with reasons of
  - (i) the Appointments Committee, including any written dissenting recommendation with reasons provided by any Appointments Committee member;
  - (ii) the Head (in a departmentalized faculty), who has taken into account only the complete file and any prior recommendation(s); and
  - (iii) the Dean or University Librarian, who has taken into account only the complete file and any prior recommendation(s).

### 25.7 **Exceptions to the Appointments Procedures**

25.7.1 Exceptions to the appointments procedures may be made in the following circumstances:

- (a) Advertising of a position may be waived in exceptional circumstances
  - (i) by the Provost and Vice-Principal (Academic) or delegate for Tenure-track or Tenured appointments;
  - (ii) by the appropriate Dean or University Librarian for all other positions except Term Adjunct faculty; and
  - (iii) by the Unit Head for Term Adjunct faculty positions.

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- (b) Assessment by an Appointments Committee is always required for Tenure-track, Tenured, or Continuing Appointments; Assessment by a Modified Appointments Committee is always required for Continuing Adjunct appointments. However, other types of appointments may be made without a recommendation from such a committee only if a need to fill a vacancy has occurred by reason of an emergency. An emergency is an unforeseen circumstance in which there is not enough time to follow regular appointment procedures and the program requires that the course(s) be offered.
- (c) New or vacant Library or Archivist positions may be either posted internally only or posted internally and externally at the same time, as determined by the University Librarian or delegate. Any Member who applies for a posted position shall be considered for that position. If qualified, the Member shall be short-listed for that position.
- (d) If the spouse or partner of a successful candidate for an academic position at the University or the spouse or partner of a person already holding an academic appointment at the University applies for an advertised academic position at the University, the spouse's or partner's file shall be reviewed by the Appointments Committee of the Unit that has advertised the position, and if qualified, shall be short-listed for that position.
- (e) In appointments pursuant to Article 25.5.1(c) and Article 25.5.1(d), the searches shall be conducted by the composite Appointments Committees with the exception that the Appointments Committees of the respective and potential primary Units will be consulted about potential short-listed candidates, and no candidate shall be short-listed or recommended for appointment who does not have the support of the Appointments Committee of the respective primary Unit.

### 25.8 **Decision-making**

- 25.8.1 The Provost and Vice-Principal (Academic) or delegate shall consider the recommended applicant's file and the recommendations, and shall grant or deny the appointment.
- 25.8.2 If the decision is to deny, the Dean, University Librarian, Department Head (if applicable) and Appointments Committee shall be promptly advised in writing, with reasons.



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25.8.3 The Dean or University Librarian shall advise the recommended applicant of the decision.

### 25.9 Offer and Acceptance

25.9.1 To enable candidates to obtain advice or assistance on terms and conditions of employment,

(a) the advertisement required by Article 25.6.1(b) and Article 25.10 shall provide that the academic staff at Queen's are governed by a collective agreement between QUFA and the University which is posted at <http://www.queensu.ca/facultyrelations/faculty-librarians-and-archivists/collective-agreement> and at <http://www.qufa.ca>; and

(b) any offer shall be accompanied by a reference to this Agreement, information on how the Association and its representatives can be contacted and any other materials which the Parties to this Agreement feel will be useful to a new Member.

25.9.2 The successful candidate shall receive, in duplicate, a letter of appointment from the Provost and Vice-Principal (Academic) or delegate specifying the Unit(s) of appointment, rank, salary, type of appointment, starting date, date of eligibility for Renewal, Tenure or Continuing Appointment (if applicable), duration of appointment, and any other terms and conditions agreed to between the University and the appointee, as well as a statement that the appointment is subject to this Agreement. The letter of appointment shall contain no terms that are inconsistent with this Agreement.

25.9.3 Candidates for Tenured, Tenure-track, Continuing, Special and Non-renewable appointments shall not be offered a starting salary that is lower than the existing salaries in the discipline, Library or Archives at Queen's for someone with their years of experience and accomplishments. The minimum starting salary for Tenured, Tenure-track, Special and Non-renewable faculty appointments shall be the floor for Assistant Professors, except for appointments made at the rank of Lecturer. The minimum starting salary for librarian/archivist appointments shall be the floor for General Librarians/General Archivists.

25.9.4 Where a Member is appointed as a Lecturer in a discipline normally requiring a doctorate degree because they have not yet obtained a doctorate and their starting salary has been determined by the University so as to reflect that they have not yet attained a doctorate degree, and then they are subsequently promoted to Assistant

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Professor upon obtaining a doctorate degree, then the Member's salary will be reassessed and revised as may be required to accord with Article 25.9.3.

25.9.5 Research initiation grants or other support for teaching and research consistent with the current practice in the discipline shall be offered to all candidates on an equitable basis.

25.9.6 The candidate accepts the offer by signing and returning one copy to the Provost and Vice-Principal (Academic) or delegate. A copy of the letter of appointment signed by the Member shall be sent to the Association.

25.9.7 The Head or Dean shall advise all unsuccessful applicants that they have not been selected and the appointment shall be announced in *For the Record*.

### 25.10 **Appointments Procedures for Term Adjuncts**

#### 25.10.1 **Posting of Available Term Adjunct Appointments**

25.10.1.1 A Unit Head shall post a notice of an available Term Adjunct Appointment per Article 25.10.1.2, unless the Unit Head determines that

- (a) a Term Adjunct who has a Right of Reappointment per Article 32 is available to instruct and evaluate that course or course-section (or part thereof); or
- (b) there is a reason to waive the posting requirement for the course or course-section (or part thereof) per Article 25.10.1.5.

25.10.1.2 Subject to Article 25.10.1.5, notices for available Term Adjunct Appointments shall

- (a) be posted on the Unit website on or before March 1 (for Summer Term courses); June 1 (for Fall Term and Fall-Winter Term courses); and October 15 (for Winter Term courses);
- (b) remain on the Unit website for at least ten (10) working days from the first day of posting;
- (c) be circulated internally via listserv that includes Term Adjuncts within the Unit within the first week of posting on the Unit website; and
- (d) include the following information:
  - (i) The date of the posting of the notice;

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- (ii) The Unit offering the course or course-section;
- (iii) The course name, number, type (e.g., lecture, seminar), level (introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus);
- (iv) The percentage responsibility for the course or course-section available (if less than 100%);
- (v) The expected enrolment for the course or course-section available, subject to Article 25.10.1.3 and Article 25.10.1.4;
- (vi) Any requirements for supervision of laboratory/practicum work;
- (vii) The required qualifications;
- (viii) The required application materials, including those specified in Article 25.10.2.4;
- (ix) The application deadline;
- (x) The start and end dates of the appointment; and
- (xi) The employment equity statement per Article 24.3.1(a).

25.10.1.3 Notices for available Term Adjunct Appointments may indicate that appointments are subject to funding or enrolment criteria.

25.10.1.4 The expected enrolments specified in Article 25.10.1.2(d)(v) shall be provided for information only and may be subject to change.

25.10.1.5 Exceptions to the posting requirements may be made as follows:

- (a) Notices may be posted after the dates provided in Article 25.10.1.2(a)
  - (i) if a Term Adjunct appointment becomes unexpectedly open due to the unavailability of an appointed Member or other faculty member, or due to the funding of an additional course or course-section, or other unforeseen circumstances; or

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(ii) for available Term Adjunct appointments in the Aboriginal Teacher Education Program (ATEP).

(b) At the discretion of the Unit Head, posting of an available Term Adjunct appointment may be waived, or the period of posting shortened, should a Term Adjunct appointment become open fewer than twenty (20) working days before the first day of the Academic Term or Academic Session in which the course or course-section is to be offered.

(c) At the discretion of the Unit Head, posting of an available Term Adjunct appointment may be waived when there is an opportunity to

(i) integrate a distinguished member of a professional community into the academic program of a Unit;

(ii) assign the course or course-section to a Post-Doctoral Fellow at Queen's; or

(iii) reappoint, on the advice of the Term Adjunct Appointments Committee, a Term Adjunct with a record of good teaching for the course, except in circumstances where a complete job search did not occur at the time of the Term Adjunct's original appointment for the course or course-section.

25.10.1.6 The Association shall be notified of all appointments made under Article 25.10.1.5.

### 25.10.2 **Appointment Process for Term Adjuncts**

25.10.2.1 Each Unit shall have an advisory committee on the appointments of Term Adjuncts. This Committee shall be the Unit Head (or delegate), and two elected members. One of the elected members of the Committee shall have explicit responsibility for the committee adhering to the rules and practices that assure equity per Article 24.

25.10.2.2 A student representative from the undergraduate and/or graduate level in the Unit may also be named to the Adjunct Appointments Committee through procedures developed in the Unit.

25.10.2.3 The Adjunct Appointments Committee shall make recommendations to the Dean only on appointments to posted Term Adjunct positions.

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25.10.2.4 An applicant for a posted Term Adjunct appointment shall submit an application in writing to the Unit Head. The application shall include

- (a) a complete and current curriculum vitae (CV);
- (b) any other materials the applicant wishes to submit (such as a teaching dossier); and
- (c) the names of two referees who may be contacted.

25.10.2.5 Any applicant who has held an academic appointment in the Unit in the twelve (12) months preceding a posting may apply for a posted position by submitting a letter of interest and referring to relevant materials in their Official File.

25.10.2.6 The materials referred to in Article 25.10.2.4 and Article 25.10.2.5 shall be provided to the Adjunct Appointments Committee. When applicable, relevant material from an applicant's Official File, including the record of employment and teaching and other evaluations, shall be provided to the Unit's Adjunct Appointments Committee.

25.10.2.7 In reviewing applications for posted positions, the Adjunct Appointments Committee and the Dean shall assess applicants taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take, and in accordance with the following criteria:

- (a) The applicant has the requisite academic qualifications for the position (i.e., the relevant academic degree or certificate, education in the academic specialty, other relevant qualifications including scholarship in the field) and/or relevant professional training or experience;
- (b) The applicant has a record of good teaching; and
- (c) The applicant has teaching experience in the available course or similar courses.

25.10.2.8 No offer of appointment shall be made before the application deadline posted per Article 25.10.1.2(d)(ix).

### 25.10.3 **Written Confirmation of Appointment for Term Adjuncts**

25.10.3.1 The successful candidate shall receive, in duplicate, an offer of appointment from the Dean or delegate that shall include:

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- (a) the Member's rank;
- (b) the start and end dates of the appointment;
- (c) the name, number, type (e.g., lecture, seminar), level (introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus) of the course(s) (or portion(s) thereof) to be taught by the Member;
- (d) the Member's percentage responsibility for the course or course-section(s) (if less than 100%);
- (e) the expected course or course-section enrolment, subject to Article 25.10.1.3 and Article 25.10.1.4;
- (f) any requirements for supervision of laboratory/practicum work or other additional duties concurrent with the appointment;
- (g) the Member's remuneration for the course(s) (or portion(s) thereof), and for any additional duties concurrent with the appointment;
- (h) arrangements to compensate the Member for eligible travel expenses associated with the appointment, per Appendix G; and
- (i) reference to the requirement per Articles 32.3.6.2 and 32.5.8.2 to inform the Member's Unit Heads of all teaching performed by the Member in other Units.

25.10.3.2 The candidate accepts the offer by signing and returning one copy to the Dean or delegate.

### 25.10.4 **Committee to Assess General Right of Reappointment (GRoR) and Continuing Adjunct Appointment Applications**

25.10.4.1 A Modified Appointments Committee shall be established in each Unit no later than January 31 for the purpose of making recommendations on the granting of a General Right of Reappointment (GRoR) and Continuing Adjunct Appointments. The Modified Appointments Committee shall be the Unit's standing Appointments Committee as described in Article 25.5.1(a), except that when the Committee is reviewing applications for GRoR or a Continuing Adjunct appointment, it shall be chaired by someone other than the Unit Head (or delegate), and the Unit Head (or delegate) shall

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recuse him/herself from the Committee for those applications. The Chair shall be a voting member.

### 25.10.5 **Additional Duties for Term Adjuncts**

25.10.5.1 A Term Adjunct may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall

(a) be appropriately compensated according to Article 42; and

(b) shall be outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.

25.10.5.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

25.10.5.3 Refusal to assume additional duties such as those described in Article 25.10.5.1 or Article 15 after an original letter of appointment has been issued shall not prejudice a Term Adjunct's eligibility for reappointment.

25.10.5.4 The number of hours recorded for Employment Insurance (EI) purposes for Term Adjuncts is set out in Appendix R.

## **ARTICLE 26**

### **REDUCED RESPONSIBILITY APPOINTMENT**

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#### **ARTICLE 26 - REDUCED RESPONSIBILITY APPOINTMENT**

- 26.1 A reduction in responsibility is intended to enhance a Member's ability to allocate their time and efforts in accordance with their scholarly interests or personal obligations and the reduction must be compatible with the interests of the Unit or the service obligations of the Library/Archives.
- 26.2 A Reduced Responsibility appointment is one in which the appointment of a Member with a Tenured, Continuing Adjunct, or Continuing librarian or archivist appointment is reduced from the Member's normal workload. Normally, the workload of a Member on a Reduced Responsibility appointment shall not be less than one third (1/3) of their normal workload. A reduction of teaching responsibility that conforms to 37.4.4, 37.4.7 and 37.4.8 shall be dealt with through the provisions of Article 37.
- 26.3 The proportion of a faculty Member's efforts devoted to each of teaching, research and service may be altered by a Reduced Responsibility appointment. Normally, faculty Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 will be expected to retain some level of activity in each of the three areas.
- 26.4 A Member seeking a Reduced Responsibility appointment shall apply in writing to the Dean (through the Department Head in a departmentalized faculty) or University Librarian for reduced responsibility. The Department Head (in departmentalized faculties) shall submit the written request of the Member, along with their recommendations to the Dean. The Dean or University Librarian shall consider the application, taking into account the circumstances of the applicant, the academic or service obligations of the Unit, the recommendation of the Head (in departmentalized faculties) and any other factors relevant to the application.
- 26.5 Members shall apply in writing at least six (6) months before any Reduced Responsibility appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.
- 26.6 The Member's letter of application for a Reduced Responsibility appointment shall include
- (a) the proposed date of commencement and length of the requested period of reduced workload;
  - (b) the percentage of the Member's normal workload which the Member is requesting to carry during the period;



## **ARTICLE 26**

### **REDUCED RESPONSIBILITY APPOINTMENT**

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- (c) any proposal concerning terms or conditions that the Member wishes to have associated with the reduced workload, including terms or conditions respecting any activities which would be reduced more than others or respecting the distribution of workload obligations within the period of reduced workload;
  - (d) any other documentation that the Member deems relevant to the application, including any supporting statements from the Member.
- 26.7 The duration of a Reduced Responsibility appointment shall depend on the agreement entered into at the time between the University and the Member. An initial Reduced Responsibility appointment may not exceed three (3) consecutive years.
- 26.8 An initial Reduced Responsibility appointment may be followed by additional Reduced Responsibility appointments. Normally an application for an additional Reduced Responsibility appointment must be made in writing at least six (6) months in advance and shall be subject to the same application and review process followed in the initial application.
- 26.9 If the Dean or University Librarian does not agree to the proposed Reduced Responsibility appointment, the Dean or University Librarian will so inform the Member in writing with reasons.
- 26.10 If the Member and the Dean or University Librarian agree on the provisions of the proposed Reduced Responsibility appointment, those provisions, including the period of reduced responsibility, the percentage reduction of normal duties, and benefit and pension coverage (per Article 26.16), shall be confirmed in writing and signed by the Member and the Dean or University Librarian.
- 26.11 This proposed Reduced Responsibility appointment shall be forwarded to the Provost and Vice-Principal (Academic) or delegate for final review and approval on behalf of the University, taking into account the factors enumerated in Article 26.4 and the letter of application detailed in Article 26.6. The Provost and Vice-Principal (Academic) or delegate shall notify the Member of the decision in writing with reasons.
- 26.12 If a Reduced Responsibility Appointment is granted, the Provost and Vice-Principal (Academic) or delegate shall provide a letter to the Member confirming the Reduced Responsibility Appointment and stating the period for which the reduced responsibility arrangements are to apply, the duties of the Member during that period, the percentage reduction of normal duties, benefit and pension coverage (per Article 26.16), and the method of weighting the evaluations of the Member's performance based on reduced responsibility arrangements.

## ARTICLE 26

### REDUCED RESPONSIBILITY APPOINTMENT

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- 26.13 During a Reduced Responsibility appointment, the Member's actual salary shall be their current nominal salary pro-rated to reflect the percentage reduction of normal duties.
- 26.14 Salary increases for those on reduced responsibility will be calculated on the nominal salary. The actual salary will be increased in proportion to the increase in the nominal salary. Salary payments shall continue to be made on a monthly basis over twelve (12) months.
- 26.15 A Member with a Reduced Responsibility appointment may request that they resume a normal workload, prior to the end of the agreed Reduced Responsibility appointment. Such requests shall be made in writing to the Dean (through the Department Head in a departmentalized faculty) or University Librarian, normally at least six (6) months prior to the date on which the resumption is intended to be effective. The Dean or University Librarian shall consider the application, taking into account the circumstances of the Member, the academic or service obligations of the Unit, the recommendation of the Head (in departmentalized faculties) and any other factors relevant to the request. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1. Applications made less than six (6) months prior to the date on which the resumption is intended to be effective will be considered only in cases of unforeseen circumstances.
- 26.16 A Member with a Reduced Responsibility appointment has the option of maintaining full benefit and pension coverage at the level of either the nominal salary or the actual salary (where permissible under the terms of the particular benefit or University Pension Plan and applicable federal or provincial legislation), with the normal cost-sharing arrangement. Members considering making an application for a reduced responsibility appointment should contact the Department of Human Resources to ascertain benefit and pension arrangements, implications under the *Income Tax Act*, 1985, c. 1 (5th Supp.) as amended from time to time and any applicable federal or provincial legislation.
- 26.17 Members who are on a Reduced Responsibility appointment will be considered eligible to apply for Academic Leave after they have served the equivalent of six (6) years of full-time service. For Academic Leaves subsequent to the first leave, service for Members with a Reduced Responsibility appointment shall accumulate on a pro-rata basis. For all other purposes, service during the Reduced Responsibility appointment shall accumulate on a pro-rata basis.
- 26.18 Vacation entitlement for a Member on a Reduced Responsibility appointment shall be on a pro-rata basis.

## ARTICLE 27 RELOCATION EXPENSES

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### ARTICLE 27 - RELOCATION EXPENSES

27.1 On initial appointment to the University new Members shall be eligible for reimbursement for certain bona fide relocation expenses when their work assignment with the University causes them to relocate more than forty (40) kilometres.

27.2 The offer of appointment shall make specific reference to Article 27 and shall state its application, if any, to the specific appointment.

27.3 The University shall reimburse bona fide relocation expense claims as set out in Article 27.5 as follows:

(a) For Members with Tenure-track, Tenured, Continuing-track, Continuing, Continuing Adjunct and Special appointments, to a maximum of nine thousand dollars (\$9,000.00). The limit of nine thousand dollars (\$9,000.00) may be increased by the Dean or University Librarian.

(b) For Members with Non-Renewable, Non-Renewable Replacement or Term Adjunct appointments who choose to relocate more than forty (40) kilometres to take up their assignment with the University to the maxima outlined below:

<u>Contract length</u>	<u>Maximum reimbursement</u>
One (1) year	\$1,800.00
More than one (1) year but less than three (3) years	\$2,200.00
Three (3) years or longer	\$3,300.00

27.4 Approval to increase a limit stipulated in Article 27.3 must be made in writing and in advance by the Dean or University Librarian.

27.5 Bona fide relocation expenses that may be claimed against the approved amount set out in Article 27.3 or Article 27.4 include the following:

(a) The packing, moving and unpacking of household goods and personal effects;

(b) The actual cost of transportation by the most economical means, and lodging when en route for the Member and any spouse/partner/dependents. When travel by car is chosen the most direct route must serve as the basis for the travel claim. The car mileage and meal allowance shall be the same as, and subject to, the conditions applicable to travel on University business, provided the total does not exceed one-way economy airfare (per the University Travel and Expense Reimbursement Policy as amended from time to time and

## ARTICLE 27

### RELOCATION EXPENSES

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available from the Office of Financial Services or at <https://www.queensu.ca/secretariat/policies/finance/travel-and-expense-reimbursement-policy>;

- (c) Living expenses reasonably incurred by the Member and their spouse/partner/dependents for one (1) day at the original place of residence, and for one (1) day in Kingston provided the cost of all relocation expenses does not exceed the approved limit. Exceptions to this provision may be made if approved, in advance and in writing, by the Dean or University Librarian; and
- (d) Expenses associated with obtaining immigration approval to take up a position at the University.

- 27.6 Any expenses related to the Member's relocation that are not set out in Article 27.5 must receive prior approval in writing by the Dean or University Librarian in order to be deemed eligible for reimbursement.
- 27.7 Relocation expenses must be submitted to the appropriate Office of the Dean or University Librarian within a reasonable time after the expenses have been incurred. All claims must be substantiated by original receipts to be eligible for reimbursement.

**ARTICLE 28**  
**ANNUAL/BIENNIAL PERFORMANCE REVIEW**

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**ARTICLE 28 - ANNUAL/BIENNIAL PERFORMANCE REVIEW**

**28.1 Annual/Biennial Review of a Member's Performance**

**28.1.1 The University shall:**

- (a) review annually the performance of Members with Tenure Track, Continuing Track, or Non-Renewable appointments, or those with Special appointments that have been renewed less than two (2) times;
- (b) review biennially the performance of Members with Tenure, or Continuing Appointments or those with Special appointments that have been renewed two or more times;

In order to:

- (c) assess all of the Member's achievements and activities and to identify areas for development in the Member's teaching, research and service responsibilities, taking into account the Member's workload, the workload standard in the Member's Unit, and the Member's career stage; and
- (d) determine the Member's biennially assessed merit ratings based on the biennial review as per Article 28.1.1 (b) or based on the two annual reviews as per Article 28.1.1 (a), expressed as a separate score for each year in the review period.

**28.1.2 A Term Adjunct's performance of assigned duties shall be reviewed at least once in the May 1 through April 30 period during which the Member has or had an appointment as a Term Adjunct. The purpose of this review is**

- (a) to assess all of the Member's achievements and to identify areas of development in the Member's teaching; and
- (b) to determine the Member's suitability for reappointment per Article 32.

**28.1.3 The Annual/Biennial performance review does not preclude assessments required by other provisions of this Agreement. All assessments and evaluations of a Member's performance shall be in accordance with the provisions below or with other provisions in this Agreement.**

## **ARTICLE 28**

### **ANNUAL/BIENNIAL PERFORMANCE REVIEW**

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28.1.4 The performance of a Member shall not be reviewed by anyone with a real or apparent conflict of interest.

28.1.5 The Annual/Biennial performance review for each Member shall be based on

(a) the Member's Annual/Biennial Report(s) per Article 28.2, or in the case of Term Adjuncts, the Member's Appointment Report per Article 28.4; and

(b) any other documents in the Member's Official File that are relevant to an assessment and evaluation of the Member's performance in teaching, research and service for the calendar year(s) under review.

#### **28.2 Annual/Biennial Report of Members Other Than Term Adjuncts**

28.2.1 Each Member shall submit an Annual/Biennial Report to their Unit Head (or designate) in accordance with either Article 28.1.1 (a) or (b) as applicable, no later than February 1 of the year following the calendar year to be reported on in the case of an annual report, or following the second of the two (2) calendar years to be reported on in the case of a biennial report.

28.2.2 The Member's Annual/Biennial Report shall be completed on standardized forms which are proposed by the Faculties/Library/Archives and approved by the Parties and may include additional material provided by the Member. The form shall include

(a) teaching responsibilities, including courses taught and supervision of graduate and undergraduate theses;

(b) publications with full citation;

(c) conference papers and/or artistic performances or exhibits presented;

(d) research, creative and other scholarly work in progress;

(e) research grants and contracts currently held, awarded or applied for, name of granting body, research title, amounts and term awarded;

(f) awards and honours received;

(g) administrative service responsibilities; as per Article 15.5.1;

(h) professional service responsibilities as per Article 15.5.2;

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### ANNUAL/BIENNIAL PERFORMANCE REVIEW

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- (i) description of external activities; and
- (j) professional practice (librarians/archivists).

Continuing Adjunct faculty Members are entitled to report activities in any areas included on the standardized forms whether or not these activities are part of the duties for which they are appointed. However, while a Unit Head may comment on activities that do not form part of a Continuing Adjunct's assigned duties, such activities shall not be formally assessed.

28.2.3 The Member may consult with the Human Rights Office and the Centre for Teaching and Learning to obtain assistance in the preparation of relevant portions of the Member's Annual/Biennial Report.

28.2.4 It is the Member's responsibility to provide in the Annual/Biennial Report, sufficient detail of activities and their outcomes to enable the Unit Head to assess the Member's performance. In the absence of sufficient detail within an Annual/Biennial Report the Unit Head shall base their assessment and evaluation of the Member's performance on the information reasonably available to the Unit Head for the calendar year(s) under review.

#### 28.3 **Review Process for Members Other than Term Adjuncts**

28.3.1 The Unit Head (or designate) shall review the Member's Annual/Biennial Report and any other documents in the Member's Official File per Article 28.1.5(b) that are relevant to a review of the Member's performance in teaching, research and service in the calendar year(s) under review and shall prepare an assessment and evaluation of the Member's Annual/Biennial performance.

28.3.2 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching, and shall consider any relevant factor, including but not limited to

- (a) the Member's assigned workload and the Workload Standard in the Unit. However, Members shall not be penalized if their assigned workload prevents them from meeting some aspect of the Unit's Workload Standard;
- (b) the appropriateness of the facilities available for the Member's teaching and research;
- (c) any issues related to Article 9.1; and

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### ANNUAL/BIENNIAL PERFORMANCE REVIEW

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- (d) the diverse backgrounds of Members and the types of scholarship appropriate to their research.
- 28.3.3 The Unit Head may consult with the Human Rights Office and the Centre for Teaching and Learning to obtain assistance in the review of a Member's performance.
- 28.3.4 A copy of the review shall be provided to the Member and, in years in which merit is awarded, the review shall be provided prior to merit decisions. Each Member shall have an opportunity to meet with their Unit Head (or designate) before and/or after the review is completed to discuss the Member's performance.
- 28.3.5 The review shall be signed by both the Unit Head (or designate) and the Member. Members may add written comments to the reviews prior to signing the document. Signing of the review by a Member does not constitute agreement with the assessment.
- 28.3.6 A copy of the signed review shall be
  - (a) given to the Member;
  - (b) placed in the Member's Official File; and
  - (c) forwarded to the Dean/University Librarian for use together with the materials specified in Article 28.1.5 for the biennial assignment of annual merit.
- 28.3.7 In cases where the Member's required responsibilities in teaching (as noted in the letter of appointment), are minimal, primary emphasis will be placed on scholarship/research. Teaching that is undertaken shall be assessed on the basis of whatever information on quality is available.
- 28.3.8 In cases where the Member's required responsibilities in scholarship/research (as noted in the letter of appointment), are minimal, primary emphasis will be placed on teaching. Scholarship/research that is undertaken shall be assessed on the basis of whatever information on quality is available.
- 28.4 **Appointment Report of Term Adjuncts**
  - 28.4.1 By April 30<sup>th</sup> in each year, the Unit Head shall notify each Term Adjunct who taught in the Unit in the previous twelve (12) months that they are required to submit by May 30<sup>th</sup> or the date of receipt of the QSSET scores for the Winter Term if the Member taught in the Winter Term, whichever is later, an Appointment Report. The notice shall give the Member reasonable time to respond before any assessment is made.



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### **ANNUAL/BIENNIAL PERFORMANCE REVIEW**

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28.4.2 The Term Adjunct Appointment Report shall be completed on the standardized form in Appendix F.

28.4.3 It is the Term Adjunct Member's responsibility to provide sufficient detail of their activities and their outcomes to enable the Unit Head to assess the Member's performance. In the absence of sufficient detail within an Appointment Report or other materials from the Member, the Unit Head shall base their assessment and evaluation of the Member's performance of assigned duties on the information reasonably available to the Unit Head for the period under review.

#### **28.5 Review Process for Term Adjunct Faculty Members**

28.5.1 Term Adjunct faculty Members are entitled to report activities in any areas included on Term Adjunct Appointment Report forms (Appendix F) whether or not these activities are part of duties for which they are appointed. However activities that do not form part of their duties shall not be formally assessed.

28.5.2 If there are non-teaching assigned duties in the Member's letter of appointment, the performance of these duties shall be reviewed by the Unit Head. Any materials that the Member views as relevant and which the Member provides shall be considered in the review.

28.5.3 The assessment for each Member shall be based on

- (a) the Queen's Survey of Student Experience of Teaching or its predecessor tool, the University Survey of Student Assessment of Teaching;
- (b) the Member's Term Adjunct Appointment Report;
- (c) any materials that are relevant in assessment of teaching, and any other assigned duties, that have been placed in the Member's Official File;
- (d) a Teaching Dossier (if provided by the Member) which may include: the pedagogical materials prepared by the Member, the Member's contributions in the areas of pedagogical development and innovation, the size, type and level of course(s) taught, the nature of the subject matter, the amount of course development required, the role of the instructor and the method of delivery;
- (e) any course survey(s) conducted by the Member per Article 29.4; and

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### ANNUAL/BIENNIAL PERFORMANCE REVIEW

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- (f) any other materials the Member may choose to submit that the Member views as relevant to the evaluation.

28.5.4 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching. The appropriate criteria for assessing a Member's performance shall be based on the Member's assigned duties.

28.5.5 The Unit Head shall prepare a written assessment of the Member's performance of assigned duties and shall provide the Member with a copy. Each Member shall have an opportunity to meet with the Unit Head to discuss the assessment, if requested by the Member.

28.5.6 The assessment shall be signed by the Unit Head, and the Member shall acknowledge receipt of this assessment by signing a copy. Members may add written comments to the assessment prior to signing the document.

28.5.7 A copy of the signed assessment shall be

- (a) given to the Member; and

- (b) placed in the Member's Official File.

#### 28.6 **Exclusion of Individual Evaluative Material in Internal Academic Reviews and Renewal/Tenure/Promotion Files**

28.6.1 Evaluative material respecting individual Members shall not be included in internal academic review reports. Accordingly, Unit Heads and Chairs of Internal Academic Review Committees shall advise Committee members of this so that inappropriate comments are not included in such reports.

28.6.2 Annual/Biennial performance reviews shall be excluded from Renewal/Tenure/Promotion Files.

**ARTICLE 29**  
**ASSESSMENT AND EVALUATION OF TEACHING**

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**ARTICLE 29 - ASSESSMENT AND EVALUATION OF TEACHING**

**29.1 General**

- 29.1.1 This Article applies to the assessment and evaluation of teaching for annual/biennial performance review, Renewal, Tenure, Continuing Appointment, Reappointment, and Promotion.
- 29.1.2 For purposes of annual performance review, Renewal, Tenure, Continuing Appointment, Reappointment, and Promotion, a Member's entire teaching contribution for the specified period under review shall be assessed and evaluated. For assessment and evaluation purposes, teaching includes all presentation whether through lectures, seminars and tutorials, individual and group discussion or supervision of individual students' work in degree-credit programs.
- 29.1.3 Assessment and evaluation of teaching shall be based on the effectiveness of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly developments of students.
- 29.1.4 Any person or Committee reviewing a Member's teaching shall seek to balance all aspects of teaching as well as the Departmental/Faculty context within which the Member works.
- 29.1.5 Any person or Committee reviewing a Member's teaching shall consider all relevant information, including but not limited to
- (a) the quality and utility of the pedagogical materials prepared by the Member;
  - (b) the quality of the supervision of essays and theses;
  - (c) the Member's contributions in the areas of pedagogical development and innovation and the complexity and risk such innovation entails;
  - (d) the size, type and level of course(s) taught;
  - (e) the nature of the subject matter;
  - (f) the experience of the instructor with the course(s) and the number of new course preparations assigned to the instructor;

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### ASSESSMENT AND EVALUATION OF TEACHING

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- (g) the role of the instructor and the method of delivery;
- (h) the ability and willingness of the Member to teach a range of subject matter and at various levels of instruction;
- (i) assessments by students and/or colleagues as sought through formal procedures pursuant to this Agreement; and
- (j) any issue related to Article 9.1.

29.1.6 Any Member whose teaching performance is being reviewed has the right to submit any information they believe to be relevant to the review, including a Teaching Dossier per Article 29.2. Where a Member has submitted a Teaching Dossier, materials contained therein relevant to the indications of teaching effectiveness specified in 29.1.3 shall be considered in the University's assessment of the Member's teaching performance.

#### 29.2 **Member's Teaching Dossier**

29.2.1 Teaching Dossiers are intended to provide a description of a Member's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier is the Member's. The contents of the Teaching Dossier may include, but should not be restricted to, such items as the following:

- (a) A statement of the faculty Member's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
- (b) A list of undergraduate and graduate courses, including directed studies and thesis supervisions, taught by the Member;
- (c) Examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the Member deems appropriate;
- (d) A record of the faculty Member's role in curriculum and instructional developments such as administrative and committee service for the Department, Faculty, or Senate related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;

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### **ASSESSMENT AND EVALUATION OF TEACHING**

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- (e) Data from students including Queen's Survey of Student Experience of Teaching ("QSSET") per Article 29.3 and the Member's Course Survey per Article 29.4, and subject to Article 18.1.2.2, letters and testimonials;
- (f) A record of the faculty Member's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the Member deems appropriate.

#### **29.3 Queen's University Survey of Students' Experience of Teaching (QSSET)**

QSSET shall consist of standard questions. QSSET may also include additional questions selected by instructors, Faculties, or Schools, subject to vetting and approval for use by the relevant subcommittee of the JCAA for the purpose of reflecting the different pedagogies of Faculties and Schools within the University. All questions in the QSSET shall conform to the requirements of Article 9 and Article 14. The QSSET shall also provide opportunities for written comments from students. The subcommittee created under Memorandum of Agreement (Appendix E) shall conduct an ongoing review and may make recommendations to the JCAA as appropriate for revisions in the survey or practices respecting its administration and use in the evaluation of teaching.

- 29.3.1 The QSSET shall be administered so that the responding students will not be identified.
- 29.3.2 The QSSET shall be administered through the Office of the University Registrar, and in such a way as to afford all the students in a given course or class a reasonable chance to respond.
- 29.3.3 The QSSET shall be conducted within the last three (3) weeks of the course and announced at least one (1) week in advance on a date determined by the faculty Member responsible for the course in consultation with the students. In courses with multiple instructors, QSSET shall be conducted in a manner that permits students to address their experience of each instructor responsible for a major block of time. Such surveys may be grouped at the end of the course or administered at the end of the block given by an instructor to be assessed, as appropriate. The QSSET shall be administered by someone other than the Member, who shall not be present during the surveying process. After the surveys have been completed and submitted, they shall not be reviewed or processed until the final marks for the class have been submitted to the appropriate administrative office.
- 29.3.4 Numerical responses to the questions shall be sent to the Member, the Department Head (if applicable) and the appropriate Dean(s) after the data have been converted into

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### ASSESSMENT AND EVALUATION OF TEACHING

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a report and following the submission of final marks. The report shall contain aggregated responses to each question, presented as a distribution of responses, by number and percentage as well as the number of eligible respondents. The report shall be placed in the Member's Official File.

29.3.5 The University shall provide instructions to individuals charged with assessment and evaluation of a Member's teaching indicating that

(a) only responses to questions in the "Instructor" section may be used directly in assessing the Member's teaching effectiveness except where the Member has requested that responses to questions in the "Course" section also be considered, and;

(b) subject to 29.3.5 (a), responses to the Instructor questions shall be considered in the context of responses to the other three sections in the understanding that these sections concern matters for which the Member is not responsible.

29.3.6 Written comments shall be sent only to the Member, and the University will take the appropriate measures to ensure that only the Member receives such responses.

29.3.7 Data derived from surveys that conform to the provisions of Article 29.3.5, and which have been placed in the Member's Official File, in conformity with the instructions provided per Article 29.3.6, shall be considered in the University's assessment of a Member's teaching performance.

29.3.8 The University shall ensure the confidentiality of QSSET responses. Individuals charged with the assessment and evaluation of teaching shall view QSSET responses only in the form provided for in 29.3.5 or in a presentation included in the Member's Teaching Dossier.

#### 29.4 **Member's Course Survey**

29.4.1 In order to improve course design and/or teaching effectiveness, a Member may conduct a written survey in their class, provided that the students consent to participate and provided that the procedures of the survey protect student confidentiality and are carried out in a way that prevents confusion with the QSSET survey.

29.4.2 Member's course surveys are not for the same purposes as the QSSET and shall not be used in its stead, in whole or in part. Nonetheless, a Member may submit the Member's course survey as part of the material to be examined in the assessment and evaluation of the Member's teaching performance, provided that full details of the instrument and its administration are included.

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

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

**30.1 General**

30.1.1 This Article applies to Renewal, Tenure and Promotion decisions.

**30.2 Renewal, Tenure and Promotion Committee**

30.2.1 By May 1 of each year, each Unit shall elect a standing Renewal/Tenure/Promotion Committee. The Committee shall elect its own Chair who shall be a voting member of the Committee. Members of the Committee shall be elected following a process of nomination of individual Members. Members of the Committee may be elected for staggered terms of more than one year. Members who intend to apply for Renewal/Tenure/Promotion shall not stand for election. Elections shall be conducted by a form of secret ballot. The Department Head in a departmentalized faculty and the Dean shall be excluded from such Committees. The Committee shall have a minimum of three (3) Members of the Bargaining Unit who shall be Tenure-track or Tenured Members, and the majority of the committee members shall be Tenured Members. Units that are too small to form representative committees (fewer than three (3) Members) should invite representatives from related Units to serve as members. All other Units may invite representatives from cognate or related Units to serve on the Committee.

30.2.2 The provisions of Appendix O apply if the applicant for Renewal/Tenure/Promotion is an Aboriginal person.

30.2.3 Where practicable, the Committee shall be reflective of differences in rank and gender. The Committee shall appoint a Tenured Member as the Committee's Equity Representative per Article 24. The Committee should always have at least one member who is at or above the highest rank being applied for by an RTP applicant, and where a Committee has no such member, remedial steps will be taken to secure such a member. The Parties agree that Renewal, Tenure and Promotion process shall be in accordance with the principles stated in Article 24.1.

30.2.4 A student representative from the undergraduate and/or the graduate level in the Unit or a related program may also be named to the Committee through procedures developed by the Unit.

30.2.5 All members of the Committee (including students) shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension

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

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of Bias). Committee members shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest as per Article 18 or where there may be a reasonable apprehension of bias. No student whose graduate supervisor of record is a candidate or a member of the Committee shall serve on the Committee. Committee members excluded for reasons of conflict of interest/conflict of commitment or because there is a reasonable apprehension of bias shall resign from the Committee and shall be replaced if the process of reviewing the applications has not yet commenced.

30.2.6 Committee members shall maintain confidentiality regarding the Committee's deliberations and decisions. Committee members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

30.2.7 Notwithstanding Article 30.2.6, Committee members may disclose potential violations of the Agreement to the QUFA Grievance Officer or QUFA Labour Relations Officer, or to the Faculty Relations Office in the Office of the Provost and Vice-Principal (Academic).

**30.3 Renewal/Reappointment, Tenure and Promotion Committees for Members in Clinical Departments in the Faculty of Health Sciences**

30.3.1 The Renewal/Reappointment, Tenure and Promotion processes of Members in clinical Departments in the Faculty of Health Sciences shall conform to all provisions of the Agreement in all respects except the following:

- (a) The Member may suggest to their Dean the group(s), Unit(s), or office(s) that the Member regards as most competent to assess their Renewal/Reappointment, Tenure or Promotion file. Individuals in the named group(s), Unit(s) or office(s) need not necessarily be Members.
- (b) Should there be a disagreement between the Member and the Dean regarding the named group(s), Unit(s) or office(s), the matter shall be referred to the JCAA.
- (c) The election of an RTP Committee need only occur when a Member has notified their Unit Head of an intent to apply as per Article 30.7.3 in which case an election must occur by July 15.



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

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**30.4 Remedial Processes for Committees**

- 30.4.1 If, for any reason, a Unit has failed to follow the procedures stipulated in Article 30.2 or Article 30.3, remedial measures may be taken as approved by the JCAA. Remedial processes for Committees are outlined in Appendix D.

**30.5 Eligibility**

- 30.5.1 A faculty Member in the final year of an Initial Tenure-track appointment (normally three (3) years) is entitled to be considered for Renewal of appointment for a further three (3) years.
- 30.5.2 In exceptional cases, the Member may be considered for Renewal earlier than the final year of the Initial Tenure-track appointment. Such consideration must be agreed to by the Member and the Dean before the assessment begins.
- 30.5.3 A faculty Member holding a Renewed Tenure-track appointment shall normally be considered for Tenure in the final year of their Renewed appointment.
- 30.5.4 In exceptional cases, the Member may be considered for Tenure and Promotion earlier than the final year of the Renewed Tenure-track appointment. Such consideration must be agreed to by the Member and the Dean before the assessment begins.
- 30.5.5 In the case of Members in Renewed Tenure-track appointments, applications for Tenure and Promotion to the rank of Associate Professor shall proceed together.
- 30.5.6 A Member who, during the Initial Tenure-track appointment, has become a parent may elect to have the Renewal decision deferred for a year for each such birth or adoption. Any such election shall be approved by the Dean and sent to the Provost and Vice-Principal (Academic) to be documented in a letter of deferral from the Provost and Vice-Principal (Academic) ("Letter of Deferral"), in the form at Schedule E. A Member who, during the Initial Tenure-track appointment, has taken Sick Leave of 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) may elect to have the Renewal decision deferred for the same amount of time the Member was on leave (rounded up in years). Any such election shall be approved by the Dean and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Dean, shall be sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, and extending the Initial Tenure-track

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appointment by one (1) year. Due consideration to such requests shall be given by the Dean.

- 30.5.7 A Member who, during the Renewed Tenure-track appointment, has become a parent may elect to have the Tenure decision postponed for a year for each such birth or adoption. Any such election shall be approved by the Dean and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, in the form at Schedule E. A Member who, during the Renewed Tenure-track appointment, has taken Sick Leave of 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) may elect to have the Tenure decision deferred for the same amount of time the Member was on leave (rounded up in years). Any such election shall be approved by the Dean and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Dean, shall be sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, and extending the Renewed Tenure-track appointment by one (1) year. Due consideration to such requests shall be given by the Dean.

**30.6 Criteria**

- 30.6.1 Renewal for Tenure-track faculty shall be granted when there is clear evidence of a commitment to academic excellence, some demonstrated professional growth, and the prospect (based on the record of accomplishments to date) of future development, as reflected in the following:
- (a) A record as a good teacher; and
  - (b) Clear evidence of high quality scholarly or creative work which is normally, but not necessarily, demonstrated by presentation or publication in a suitable academic or artistic forum. Writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity. 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.
- 30.6.2 In a decision about Renewal, there shall be a presumption in favour of Renewal. In order to refuse an appointment, the University must be able to demonstrate that the weight of evidence is in favour of non-Renewal.

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- 30.6.3 Tenure as defined in Article 25.1.2.3 shall be granted when there is clear evidence of demonstrated professional growth and the promise of future development as reflected in the following:
- (a) A record as a very good teacher committed to academic and pedagogical excellence;
  - (b) A record of high quality and expert peer-assessed scholarly or creative work which is normally demonstrated by presentation or publication in a suitable academic or artistic forum; writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity; 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; and
  - (c) A record of professional, University or community service which has contributed to the Department, Unit, Faculty, University or broader academic community.
- 30.6.4 In order to be granted Tenure as defined in Article 25.1.2.3, the Member must show that the evidence favours granting Tenure.
- 30.6.5 Promotion is the recognition by academic peers and the University of increased status of the Member in their discipline. A faculty Member will be assessed for Promotion on their contributions to teaching, research and scholarship, and service to the Department, Unit, Faculty, University, and the broader academic community.
- 30.6.6 In order to be promoted to the rank of Professor, the Member must show that the evidence favours granting the promotion.
- 30.6.7 Subject to Article 30.6.5, the normal expectations for Promotion to the following faculty ranks are as follows:
- (a) **Assistant Professor:** The Member must be a good teacher. In those disciplines where a Ph.D. is usually required, the Member normally will have completed the doctorate. Otherwise, evidence of the successful initiation of research and scholarly work or comparable professional or creative work is required. Writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity. The Member's participation in the operation of the Department, Unit, Faculty or University or contributions to

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their profession may be taken into consideration. Any tenure track Member who was initially appointed with the rank of Lecturer because they have not yet obtained their Ph.D. shall be appointed with the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.

(b) **Associate Professor:** For Members in Tenure-track appointments the criteria for the granting of Tenure shall apply. Article 30.6.3 outlines the expectations for Tenure.

(c) **Professor:** The Member must either combine:

(i) scholarly or creative work judged to be distinguished with very good teaching; or

(ii) continuing high quality scholarly work with exceptional contributions in teaching; or

(iii) scholarly or creative work judged to be distinguished with exceptional contributions in teaching.

The Member is also expected to have made a contribution to the successful operation of the Department, Unit, Faculty or University via their administrative service responsibilities. Contributions to their profession also are relevant. Writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity.

Any positive recommendation with regard to promotion to the rank of Professor shall clearly indicate whether the recommendation is made on the basis of the criteria described at Article 30.6.7 (c)(i) or 30.6.7 (c)(ii) or 30.6.7 (c)(iii).

30.6.8 Extraordinary contributions in either

(a) teaching, or

(b) research, scholarly and/or creative activity,

shall compensate for a lesser involvement in the other area or service, provided that there has been a satisfactory level of contribution in all areas.

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30.6.9 In cases where the applicant's required responsibilities in teaching (as noted in the letter of appointment) are minimal, primary emphasis shall be placed on scholarship/research. Teaching that is undertaken shall be assessed on the basis of whatever information as to quality is available.

30.6.10 In cases where the applicant's required responsibilities in scholarship/research (as noted in the letter of appointment) are minimal, primary emphasis shall be placed on teaching. Scholarship/research that is undertaken shall be assessed on the basis of whatever information as to quality is available.

**30.7 Notification**

30.7.1 By May 1, a notice shall be placed in *For the Record* by the Office of the Provost and Vice-Principal (Academic) announcing an August 15 deadline for applications for Renewal, Tenure or Promotion and referring to the procedures in this Article.

30.7.2 By May 15, the Unit Head shall

(a) notify all Members of the Unit of the Promotion deadlines for the coming year;

(b) provide written notification of the notice of the Provost and Vice-Principal (Academic) to all Members within the Unit; and

(c) notify all Members eligible for Renewal or Tenure in writing of their eligibility, and in that notice draw their attention to Appendix O. If the Unit Head uses e-mail to notify the Member, it shall be followed up by a letter. The Unit Head shall make reasonable efforts to ensure that the Member has received timely notice.

30.7.3 By July 1, the Member must notify the Unit Head of their intent to apply for Renewal, Tenure or Promotion, and if so whether the Member wishes to invoke the provisions of Appendix O.

30.7.4 The Unit Head shall notify the Renewal/Tenure/Promotion Committee of any application for Renewal, Tenure or Promotion as soon as possible so that the Committee can schedule its deliberations and begin the process of selecting and soliciting the views of students and referees. The Unit Head shall also advise the Committee whether the Applicant has invoked the provisions of Appendix O.

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**30.8 Referees**

- 30.8.1 For Renewal, there shall be three (3) referees, at least one (1) of whom shall be external to the University.
- 30.8.2 For Tenure or Promotion to Associate Professor, there shall be four (4) referees, at least three (3) of whom shall be external to the University.
- 30.8.3 For Promotion to Professor, there shall be five (5) referees, at least four (4) of whom shall be external to the University.
- 30.8.4 Referees must be suitably qualified with expertise in the candidate's discipline, impartial, appropriate, and capable of making an assessment. Where appropriate, referees should also have international stature. The referee shall be at arm's length from the candidate.
- 30.8.5 Within a reasonable time of receiving notification of the Member's application, and no later than July 15, the Unit Head shall arrange a meeting with the Member to give advice on the preparation of the application and to discuss the suitability of potential referees. At this time, the Member shall disclose to the Unit Head, without providing any detail, any deferral(s) of an application previously approved by the University and documented in a Letter of Deferral from the Provost and Vice-Principal (Academic) (in the form at Schedule E).
- 30.8.6 The Member shall provide a list of prospective referees to the Committee no later than July 31. The total number of referees proposed by the Member must be greater than the number of letters from referees required pursuant to Article 30.8.1, Article 30.8.2 or Article 30.8.3.
- 30.8.7 The Committee shall also suggest names of prospective referees who are at arm's length from members of the Committee.
- 30.8.8 At least half the required number of referees selected per Article 30.8.1, Article 30.8.2 or Article 30.8.3 shall come from the list of names proposed by the Member and at least one (1) shall be proposed by the Committee pursuant to Articles 30.8.7 and Article 30.8.9.
- 30.8.9 If the Committee cannot choose at least half the required number of referees from the Member's list, it shall ask the Member to submit the names of additional prospective referees to the Committee.

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30.8.10 The Member shall inform the Committee in writing of the nature of the relationship they have with all individuals nominated to be referees.

30.8.11 The Unit Head shall request reports from the referees and advise them of their option of remaining anonymous. The referees shall be sent the candidate's full curriculum vitae and teaching dossier (if applicable). The Member shall select significant scholarly work or examples of creative work which shall be sent to the referees. If relevant, the Member will provide a description of their contributions in the case of collaborative scholarly/creative work, including co-authorship. Referees shall be informed that they may request any additional pieces of work that appear on the curriculum vitae if they need those materials to make an informed evaluation of the candidate's scholarly/creative work. The Member shall provide any requested materials. If the Member has disclosed any deferral(s) pursuant to Article 30.8.5, the Unit Head shall ensure that a Notice to Assessors and Referees, in the form at Schedule F, is prepared, signed by the Member and the Unit Head, and made available to all Referees and Assessors through inclusion in the Member's Application File.

30.8.12 Referees must submit their letters to the Unit Head's office staff. The Unit Head shall only access referee letters upon receipt of a recommendation from the Committee in accordance with Article 30.14.6. If a selected referee does not submit a letter, the Unit Head shall solicit a letter from another referee on the proposed list of referees developed pursuant to Articles 30.8.6 through 30.8.9. Should a letter from the previously selected referee be subsequently received, whichever letter arrives first shall be placed in the file and the other letter shall be excluded from the file.

**30.9 Member's Application File**

30.9.1 By August 15, the Member shall provide the following materials to the Committee:

- (a) An up-to-date curriculum vitae;
- (b) A separate summary of teaching experience for faculty Members (which may be in the form of a teaching dossier and which may include surveys prepared pursuant to Article 29.4);
- (c) Copies (if feasible) of all relevant scholarly or creative work (or at least citations for such work) and a description of any work in progress;
- (d) A summary of the Member's administrative service responsibilities and professional service; and

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(e) A copy of any Letter(s) of Deferral and Notice(s) to Assessors and Referees.

The Member at their discretion may also provide a letter of introduction to their materials.

30.9.2 The Unit shall reimburse the Member for the costs of the preparation of duplicate copies on a receipted basis.

**30.10 Students**

30.10.1 The Committee shall develop a list of the Member's students and former students who may be contacted to solicit their views on the Member. The Member shall be shown the list of students and former students who may be contacted. The Member may strike out up to twenty-five (25) per cent of the names of students without having any obligation to provide reasons for so doing. The Committee shall randomly select an appropriately sized number of names from the list remaining and solicit their views in writing on the Member.

**30.11 Colleagues**

30.11.1 By September 15 the Member's Application File as described in Article 30.9.1 and, if the Member permits, any other material submitted for this purpose shall be made available for review within the Unit so that colleagues may submit to the Committee written and signed opinions on the merits of the application. "Colleagues" includes current Members and non-Bargaining Unit clinical faculty within the Unit but does not include members of the Committee, Department Heads, Deans, Associate Deans and students. Where the candidate has a joint appointment or cross appointment, the documentation noted above shall be made available to the relevant Units.

**30.12 Material from the Official File**

30.12.1 Prior to October 15, the Unit Head shall provide to the Member information from the Member's Official File that is relevant to the application, subject to Article 28.6.2. The Queen's Survey of Student Experience of Teaching or its predecessor tool, the University Surveys of Student Assessment of Teaching (USATs) shall be included in the Renewal/Tenure/Promotion File in any application for Renewal, Tenure or Promotion. The Member shall have ten (10) working days to respond to any material included from the Member's Official File and may provide additional relevant materials as well as a written response. The Unit Head shall forward to the Committee the material specified in this Article along with the Member's response.



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**30.13 Renewal/Tenure/Promotion File**

- 30.13.1 The Renewal/Tenure/Promotion File shall consist of all materials provided by the Member pursuant to Article 30.9.1, and all other material, reports and assessments compiled under Article 30.8.11, Article 30.10.1, Article 30.11.1, and Article 30.12.1.
- 30.13.2 At the request of a referee submitting a report under Article 30.8.11, and automatically when a student submits an assessment under Article 30.10.1 the report or assessment shall be masked by deleting the letterhead and signature block to maintain anonymity. If it is determined that a student has identified themselves or another student in the body of an assessment, that identification will also be masked.
- 30.13.3 Unsolicited material from students and others shall not be included in the Renewal/Tenure/Promotion File nor be considered by the Committee except where it forms part of a teaching dossier submitted by the Member.
- 30.13.4 The Member shall have access to the Renewal/Tenure/Promotion File, subject to Article 30.13.2, and shall have a reasonable opportunity to respond in writing to any material in the Renewal/Tenure/Promotion File at the following points in the process:
- (a) After any new material is added to the file;
  - (b) Before the file is considered by the Committee;
  - (c) Before the file goes to the Department Head (if applicable);
  - (d) Before the file goes to the Dean; and
  - (e) Before the file goes to the Principal.
- 30.13.5 After the Renewal/Tenure/Promotion File has been submitted to the Committee, the Member can only add new material to the file, other than a written response to a recommendation or to other material added pursuant to Article 30.13.4, if the new material that the Member is adding is sufficiently significant that it might affect the recommendation or decision. The Dean may also add new material to the file, other than material specified in Article 30.14.9 and Article 30.14.12, if the new material that the Dean is adding is sufficiently significant that it might affect the recommendation or decision.

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30.13.6 If at any stage of the RTP process the Member submits material or a response which includes an interpretation of the Collective Agreement or past practice, the Committee/Head/Dean/Principal (as the case may be) shall immediately deliver a copy of the material or response to the Faculty Relations Office, which shall forward a copy to the Association. The Committee/Head/Dean/Principal (as the case may be) shall, before considering the RTP File, allow up to ten (10) working days for the Faculty Relations Office to submit a response, which shall be placed in the RTP File. A copy of the response submitted by the Faculty Relations Office will be provided to the Association.

**30.14 Recommendations**

30.14.1 All recommendations shall be made only on the basis of information in the Renewal/Tenure/Promotion File and the applicable criteria.

30.14.2 The assessment of teaching effectiveness for the purpose of Renewal, Tenure or Promotion shall be subject to Article 29.

30.14.3 By November 15, the Renewal/Tenure/Promotion File shall be available to all Committee Members. The Committee shall meet to assess all materials in the Renewal/Tenure/Promotion File. All Committee members shall review the Renewal/Tenure/Promotion File in order to participate in the formulation of the recommendation.

30.14.4 In the case of an emerging negative recommendation at the Committee level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal/Tenure/Promotion File.

30.14.5 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee supports or is opposed to the granting of Renewal/Tenure/Promotion.

30.14.6 By December 15 in departmentalized Faculties, and by January 15 in non-departmentalized Faculties, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the next level (the Department Head in a departmentalized Faculty or the Dean in a non-departmentalized Faculty), the Renewal/Tenure/Promotion File including

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the written recommendation of the Committee with its reasons and any dissenting view(s).

30.14.7 The following procedures apply in departmentalized Faculties only:

- (a) After receiving the recommendation of the Committee and before reviewing the Renewal/Tenure/Promotion File, the Department Head shall provide the Member with seven (7) days to respond to the Committee's recommendation.
- (b) The Department Head shall form a recommendation on the merits of the file based on the material in Article 30.14.6 and any response made by the Member per Article 30.14.7(a). The recommendation shall clearly indicate whether the Department Head supports or is opposed to the granting of Renewal/Tenure/Promotion.
- (c) In the case of an emerging negative recommendation at the Department Head level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal/Tenure/Promotion File.
- (d) Prior to making a recommendation that would differ from that of the Committee, and after receiving any written response or additional materials pursuant to Article 30.14.7 (c), the Department Head shall discuss their concerns with the Committee.
- (e) In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Department Head shall form a recommendation in writing with reasons in accordance with the appropriate criteria.
- (f) By January 15, the Department Head shall forward to the Member the Department Head's written recommendation with reasons, and submit to the Dean the Renewal/Tenure/Promotion File, including
  - (i) the written recommendation of the Committee with its reasons and any dissenting view(s), and the Member's response to the Committee's recommendation (if any); and
  - (ii) the Department Head's written recommendation and reasons.

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- 30.14.8 After receiving the recommendation from the Committee and the Department Head (if applicable) and before reviewing the Renewal/Tenure/Promotion file, the Dean shall provide the Member with ten (10) working days to respond to the Committee's recommendation (in non-departmentalized Faculties) or to the Department Head's recommendation (in departmentalized Faculties).
- 30.14.9 The Dean shall form a recommendation on the merits of the case based on the material in Article 30.14.6 or Article 30.14.7(f) (as applicable), and any response made by the Member per Article 30.14.8. The Dean may delegate to the appropriate Associate Dean or Vice-Dean the responsibility to make the recommendation.
- 30.14.10 In the case of an emerging negative recommendation at the Dean's level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal/Tenure/Promotion File.
- 30.14.11 Prior to making a recommendation that would differ from that of the Committee or the Department Head (if applicable), and after receiving any written response or additional relevant materials pursuant to Article 30.14.10, the Dean shall discuss their concerns with the Committee and/or the Department Head (if applicable).
- 30.14.12 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Dean shall form a recommendation in writing with reasons in accordance with the appropriate criteria.
- 30.14.13 By March 1, the Dean shall forward to the Member the written recommendation of the Dean with reasons and submit to the Principal the Renewal/Tenure/Promotion File, including
- (a) the written recommendation of the Committee with its reasons and any dissenting view(s), and the Member's response to the Committee's recommendation (if any);
  - (b) if applicable, the Department Head's written recommendation and reasons and the Member's response to the Department Head's recommendation (if any); and
  - (c) the Dean's written recommendation and reasons.

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**30.15 Decision-Making**

- 30.15.1 After receiving the recommendation from the Dean and before reviewing the Renewal/Tenure/Promotion File, the Principal shall provide the Member with ten (10) days to respond to the Dean's recommendation.
- 30.15.2 The University Promotion Advisory Committee as described in Article 30.16 shall provide written advice to the Principal as to whether, on the basis of the file, an applicant has met the criteria for Promotion to Professor. This advice shall be placed in the Promotion file.
- 30.15.3 The Principal shall consider the Renewal/Tenure/Promotion File, including all recommendations and all responses from the Member. The decision shall be made only on the basis of information in the Renewal/Tenure/Promotion File, the applicable criteria, and in cases of Promotion to Professor the advice of the University Promotion Advisory Committee.
- 30.15.4 The Principal shall grant or deny Renewal, Tenure or Promotion and shall inform the Member of the decision in writing, including reasons for any denial, by April 1 for Renewal, by April 15 for Tenure or Promotion to Associate Professor and by May 15 for Promotion to Professor.
- 30.15.5 If the decision of the Principal differs from the recommendation of the Committee, Head, or Dean, the Principal must explain to them in writing the reasons for the disagreement.
- 30.15.6 Subject to the above, any Renewal, Tenure or Promotion decision may be delegated to the Provost and Vice-Principal (Academic).
- 30.15.7 Successful applications for Renewal, Tenure and/or Promotion shall be announced by the Provost's Office in *For the Record*.

**30.16 The University Promotion Advisory Committee**

- 30.16.1 The University Promotion Advisory Committee shall be chaired by the Provost and Vice-Principal (Academic) or delegate and composed of six (6) Professors and the University Advisor on Equity. The six (6) Professors shall be selected in the following way:
- (a) Two (2) Professors who are Deans or their delegates;

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(b) Two (2) Professors elected by the Senate; and

(c) Two (2) Professors who are Members selected by the Association.

30.16.2 Members of the University Promotion Advisory Committee shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias). Members shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest or where there may be a reasonable apprehension of bias. Members of the Committee shall not participate in any matter in which they have had a prior involvement.

30.16.3 Members who serve on the University Promotion Advisory Committee shall maintain confidentiality regarding the Committee's deliberations and decisions. Members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

30.16.4 Notwithstanding Article 30.16.3, University Promotion Advisory Committee Members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the Faculty Relations Office.

**30.17 Terminal Appointment**

30.17.1 A Member who is not granted tenure shall automatically receive a terminal appointment of one (1) year beyond the expiration of their current appointment.

**30.18 Renewal, Tenure and Promotion Decisions**

30.18.1 A negative decision is grievable pursuant to Step 2, Article 19.

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

- 31.1 This Article applies to Renewal, Continuing Appointment and Promotion decisions for librarian and archivist Members.
- 31.2 **Renewal, Continuing Appointment and Promotion Committee**
- 31.2.1 By May 1 of each year, the librarian Members shall elect a standing Renewal/Continuing Appointment/Promotion Committee, and archivist Members shall elect a standing Renewal/Continuing Appointment/Promotion Committee. Each Committee shall elect its own Chair who shall be a voting member of the Committee. Members of the Committee shall be elected following a process of nomination of individual Members. Members of the Committee may be elected for staggered terms of more than one year. Members who intend to apply for Renewal, Continuing Appointment or Promotion shall not stand for election. Elections shall be conducted by a form of secret ballot. The University Librarian, Associate University Librarian and University Archivist shall be excluded from such Committees. The Committee shall have a minimum of three (3) Members of the Bargaining Unit who shall be Continuing-track or Continuing Members, and the majority of Committee members shall be Continuing Members. Archivist Members may elect Librarian Members from the cognate Library 'departments' to the Archives RCAP Committee, but a majority of the Archives RCAP Committee shall be Archivist Members.
- 31.2.2 The provisions of Appendix O apply if the applicant for Renewal, Continuing Appointment or Promotion is an Aboriginal person.
- 31.2.3 Where practicable, the Committee shall be reflective of differences in rank and gender. The Committee shall appoint a Member as the Committee's Equity Representative per Article 24. The Committee shall have at least one member who is at or above the highest rank being applied for by an RCAP applicant and where a Committee has no such member, remedial steps will be taken to secure such a member. The Parties agree that Renewal, Continuing and Promotion process shall be in accordance with the principles stated in Article 24.1.
- 31.2.4 The Committee, as defined in Article 31.2.1, shall make recommendations on all Renewal, Continuing Appointment, and Promotion applications.
- 31.2.5 Members of the Committee shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias). Committee members shall not participate in the deliberations or recommendations of any

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application where they are in a conflict of interest or where there may be a reasonable apprehension of bias. Committee members excluded for reasons of conflict of interest or because there is a reasonable apprehension of bias shall resign from the Committee and shall be replaced if the process of reviewing the applications has not yet commenced.

31.2.6 Committee members shall maintain confidentiality regarding the Committee's deliberations and decisions. Committee members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

31.2.7 Notwithstanding Article 31.2.6, Committee members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the Faculty Relations Office in the Office of the Provost and Vice-Principal (Academic).

**31.3 Remedial Processes for Committees**

31.3.1 If, for any reason, the Library/Archives has failed to follow the procedures stipulated in Articles 31.2, remedial measures may be taken as approved by the JCAA. Remedial processes for Committees are outlined in Appendix D.

**31.4 Eligibility**

31.4.1 A librarian/archivist Member in the final year of an Initial Continuing-track appointment (normally three (3) years) is entitled to be considered for Renewal of appointment for a further three (3) years.

31.4.2 In exceptional cases, the Member may be considered for Renewal earlier than the final year of the Initial Continuing-track appointment. Such consideration must be agreed to by the University Librarian before the assessment begins.

31.4.3 A librarian/archivist Member applying for Renewal may apply for promotion at the same time as provided for in this Agreement. A single application file shall be used for both assessments. If Members choose not to apply for Promotion at the same time, they must make their decision known in writing to the Committee at the start of the assessment.

31.4.4 A librarian/archivist Member holding a Renewed Continuing-track appointment shall normally be considered for Continuing Appointment in the final year of their Renewed Continuing-track appointment.



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- 31.4.5 In exceptional cases, the Member may be considered for Continuing Appointment earlier than the final year of the Renewed Continuing-track appointment. Such consideration must be agreed to by the Member and the University Librarian before the assessment begins.
- 31.4.6 A librarian/archivist Member applying for Continuing Appointment may apply for Promotion at the same time as provided for in this Agreement. A single application file shall be used for both assessments. If Members choose not to apply for promotion at the same time, they must make their decision known in writing to the Committee at the start of the assessment.
- 31.4.7 A Member who, during the Initial Continuing-track appointment, has become a parent may elect to have the Renewal decision deferred for a year for each such birth or adoption. Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a letter of deferral from the Provost and Vice-Principal (Academic) ("Letter of Deferral"), in the form at Schedule E. A Member who, during the Initial Continuing-track appointment, has taken Sick Leave of sixty (60) days or more may elect to have the Renewal decision deferred for the same amount of time they were on leave (rounded up in years). Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Vice-Provost and University Librarian, shall be sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, extending the Initial Continuing-track appointment by one (1) year. Due consideration to such requests shall be given by the Vice-Provost and University Librarian.
- 31.4.8 A Member who, during the Renewed Continuing-track appointment, has become a parent may elect to have the Continuing Appointment decision deferred for a year for each such birth or adoption. Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral from the Provost and Vice-Principal (Academic), in the form at Schedule E. A Member who, during the Renewed Continuing-track appointment, has taken Sick Leave of sixty (60) days or more may elect to have the Continuing Appointment decision deferred for the same amount of time they were on leave (rounded up in years). Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Vice-Provost and

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University Librarian, shall be sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, extending the Renewed Continuing-track appointment by one (1) year. Due consideration to such requests shall be given by the Vice-Provost and University Librarian.

**31.5 Criteria**

31.5.1 Renewal for Continuing-track librarians/archivists shall be granted when there is clear evidence of a commitment to academic excellence, some demonstrated professional growth, and the prospect (based on the record of accomplishments to date) of future development, as reflected in the following:

- (a) A record as a good librarian/archivist, who has demonstrated the ability to assume assigned responsibilities; and
- (b) Some evidence of high quality academic and/or professional development which is normally, but not necessarily, demonstrated by presentation or publication in a suitable professional, academic or artistic forum.

31.5.2 In a decision about Renewal, there shall be a presumption in favour of Renewal. In order to refuse an appointment, the University must be able to demonstrate that the weight of evidence is in favour of non-Renewal.

31.5.3 Continuing Appointment as defined in Article 25.1.5.3 shall be granted when there is clear evidence of demonstrated professional growth and the promise of future development as reflected in the following:

- (a) A record as a good librarian/archivist who has demonstrated the ability to assume responsibility and to perform assigned duties successfully;
- (b) Evidence of high quality academic and/or professional development which is normally but not necessarily demonstrated by presentation or publication in a suitable professional, academic or artistic forum; and
- (c) A record of professional, university or community service which has contributed to the Library/Archives, University or broader academic community.

31.5.4 In order to be granted Continuing Appointment as defined in Article 25.1.5.3, the Member must show that the evidence favours granting Continuing Appointment.

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- 31.5.5 Promotion is the recognition by academic peers and the University of increased status of the Member in their respective discipline. A librarian/archivist Member will be assessed for promotion on their professional and academic development, and their service to the Library/Archives, the University, the broader academic community and to the librarian and archivist professions.
- 31.5.6 In order to be promoted to the rank of Librarian/Archivist, the Member must show that the evidence favours granting the promotion.
- 31.5.7 Subject to Article 31.5.5, the normal expectations for Promotion to the following librarian/archivist ranks are as follows:
- (a) **General Librarian/General Archivist:** The Member will have a Master of Library Science, Master of Archival Studies or the equivalent and show both potential for successful performance and promise for future professional and academic activity. This is the rank at which a professional career normally begins.
  - (b) **Assistant Librarian/Assistant Archivist:** The Member has demonstrated a continuing record of successful performance as a General Librarian/General Archivist and the ability to assume assigned responsibilities and has some evidence of high quality academic and/or professional development.
  - (c) **Associate Librarian/Associate Archivist:** The Member has demonstrated successful performance of assigned duties, and demonstrated abilities to handle increased responsibilities. Evaluation of the Member's performance shall also include consideration of service to the University and professional or scholarly development.
  - (d) **Librarian/Archivist:** The Member must show a continuing record of professional accomplishment and a demonstrated ability to handle increased responsibility. The Member must demonstrate scholarly and/or professional development and significant achievement in the field of service or specialization.

**31.6 Notification**

- 31.6.1 By May 1, a notice shall be placed in *For the Record* by the Office of the Provost and Vice-Principal (Academic) announcing an August 15 deadline for applications for

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Renewal, Continuing Appointment or Promotion and referring to the procedures in this Article.

31.6.2 By May 15, the University Librarian shall

- (a) notify all Members of the Unit of the Promotion deadlines for the coming year;
- (b) provide written notification of this announcement to all Members within the Unit;  
and
- (c) notify all Members eligible for Renewal or Continuing Appointment in writing of their eligibility and in that notice draw their attention to Appendix O. If the University Librarian/Archivist uses e-mail to notify the Member, it shall be followed up by a letter. The University Librarian shall make reasonable efforts to ensure that the Member has received timely notice.

31.6.3 By July 1, the Member must notify the University Librarian of their intention to apply for Renewal, Continuing Appointment or Promotion, and if so whether the Member wishes to invoke the provisions of Appendix O.

31.6.4 The University Librarian shall notify the Renewal/Continuing Appointment/Promotion Committee of any application for Renewal, Continuing Appointment or Promotion as soon as possible so that the Committee can schedule its deliberations and begin the process of selecting and soliciting the views of referees. The University Librarian shall also advise the Committee whether the Applicant has invoked the provisions of Appendix O.

**31.7 Referees**

31.7.1 For Renewal or Promotion to Assistant Librarian/Assistant Archivist, there shall be three (3) referees, one (1) of whom may be external to the Library/Archives or the University.

31.7.2 For Continuing Appointment or Promotion to Associate Librarian/Associate Archivist, there shall be four (4) referees, at least two (2) of whom shall be external to the Library/Archives or the University.

31.7.3 For Promotion to Librarian or Archivist, there shall be five (5) referees, at least three (3) of whom shall be external to the Library/Archives or the University.

31.7.4 Referees must be suitably qualified with expertise in the candidate's field of service or specialization, impartial, appropriate, and capable of making an assessment. Where

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appropriate, referees should also have provincial, national or international stature. The referee shall be at arm's length from the candidate.

- 31.7.5 Within a reasonable time of receiving notification of the Member's application, and no later than July 15, the University Librarian, or Associate University Librarian/University Archivist shall arrange a meeting with the Member to give advice on the preparation of the application and to discuss the suitability of potential referees. At this time, the Member shall disclose to the University Librarian or Associate University Librarian/University Archivist, without providing detail, any deferral(s) of an application previously approved by the University and documented in a Letter of Deferral from the Provost and Vice-Principal (Academic), in the form at Schedule E.
- 31.7.6 The Member shall provide a list of prospective referees to the Committee no later than July 31. The total number of referees proposed by the Member must be greater than the number of letters from referees required pursuant to Article 31.7.1, Article 31.7.2 or Article 31.7.3.
- 31.7.7 The Committee shall also suggest names of prospective referees who are at arm's length from members of the Committee.
- 31.7.8 At least half the required number of referees per Article 31.7.1, Article 31.7.2 or Article 31.7.3 shall come from the list of names proposed by the Member and at least one (1) shall be proposed by the Committee pursuant to Article 31.7.7 and Article 31.7.9.
- 31.7.9 If the Committee cannot choose at least half the required number of referees from the Member's list, it shall ask the Member to submit the names of additional prospective referees to the Committee.
- 31.7.10 The Member shall inform the Committee in writing of the nature of the relationship they have with all individuals nominated to be referees. The Member may also file a written comment on the appropriateness of any referee proposed by the Committee.
- 31.7.11 The University Librarian shall request reports from the referees and advise them of their option of remaining anonymous. The referees shall be sent the candidate's full curriculum vitae and teaching dossier (if applicable). The Member shall select significant scholarly work or examples of creative work which shall be sent to the referees. If relevant, the Member will provide a description of their contributions in the case of collaborative scholarly/creative work, including co-authorship. Referees shall be informed that they may request any additional pieces of work that appear on the curriculum vitae if they need those materials to make an informed evaluation of the

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candidate's scholarly/creative work. The Member shall provide any requested materials. If the Member has disclosed any deferral(s) pursuant to Article 31.7.5, the University Librarian, or Associate University Librarian/University Archivist shall ensure that a Notice to Assessors and Referees, in the form at Schedule F, is prepared, signed by the Member and the Unit Head, and made available to all Referees and Assessors through inclusion in the Member's Application File.

- 31.7.12 If a selected referee does not submit a letter, the University Librarian shall solicit a letter from another referee on the proposed list of referees developed pursuant to Articles 31.7.6 through 31.7.9. Should a letter from the previously selected referee be subsequently received, whichever letter arrives first shall be placed in the file and the other letter shall be excluded from the file.

**31.8 Member's Application File**

- 31.8.1 By August 15, the Member shall provide the following materials to the Committee:

- (a) An up-to-date curriculum vitae;
- (b) A summary of the Member's professional practice as described at Article 15.2.5;
- (c) Copies (if feasible) of all relevant scholarly work (or at least citations for such work) and a description of any work in progress;
- (d) A summary of the Member's administrative and professional service responsibilities; and
- (e) A copy of any Letter(s) of Deferral and Notice(s) to Assessors and Referees.

The Member at their discretion may also provide a letter of introduction to their materials.

- 31.8.2 The Unit shall reimburse the Member for the costs of the preparation of duplicate copies on a receipted basis.

**31.9 Colleagues**

- 31.9.1 By September 15 the Member's Application File as described in Article 31.8.1 and, if the Member permits, any other material submitted for this purpose shall be made available for review within the Unit so that colleagues may submit to the Committee

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written and signed opinions on the merits of the application. “Colleagues” includes current Members within the Unit but does not include members of the Committee, the University Librarian, or Associate University Librarian/University Archivist. Where the candidate has a joint appointment or cross appointment, the documentation noted above shall be made available to the relevant Units.

**31.10 Material from the Official File**

31.10.1 Prior to October 15, the University Librarian, or Associate University Librarian/University Archivist shall provide to the Member information from the Member’s Official File that is relevant to the application, subject to Article 28.6.2. The Member shall have ten (10) working days to respond to any material included from the Member’s Official File and may provide additional relevant materials as well as a written response. The University Librarian shall forward to the Committee the material specified in this Article along with the Member’s response.

**31.11 Renewal/Continuing Appointment/Promotion File**

31.11.1 The Renewal/Continuing Appointment/Promotion File shall consist of all materials provided by the Member pursuant to Article 31.8.1, and all other material, reports and assessments compiled under Article 31.7.11, Article 31.9.1 and Article 31.10.1.

31.11.2 At the request of a referee submitting a report under Article 31.7.11, the report or assessment shall be masked by deleting the letterhead and signature block to maintain anonymity.

31.11.3 Unsolicited material from students and others shall not be included in the Renewal/Continuing Appointment/Promotion File nor be considered by the Committee.

31.11.4 The Member shall have access to the Renewal/Continuing Appointment/Promotion File, subject to Article 31.11.2, and shall have a reasonable opportunity to respond in writing to any material in the Renewal/Continuing Appointment/Promotion File at the following points in the process:

- (a) After any new material is added to the file;
- (b) Before the file is considered by the Committee;
- (c) Before the file goes to the Associate University Librarian/University Archivist;

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(d) Before the file goes to the University Librarian; and

(e) Before the file goes to the Principal.

31.11.5 After the Renewal/Continuing Appointment/Promotion File has been submitted to the Committee, the Member can only add new material to the file, other than a written response to a recommendation or to other material added pursuant to Article 31.11.4, if the new material that the Member is adding is sufficiently significant that it might affect the recommendation or decision. The University Librarian may also add new material to the file, other than material specified in Articles 31.12.14 and 31.12.17, if the new material that the University Librarian is adding is sufficiently significant that it might affect the recommendation or decision.

31.11.6 If at any stage of the Renewal/Continuing Appointment/Promotion process the Member submits material or a response which includes an interpretation of the Collective Agreement or past practice, the Committee/Associate University Librarian/University Archivist or University Librarian/Principal (as the case may be) shall immediately deliver a copy of the material or response to the Faculty Relations Office, which shall forward a copy to the Association. The Committee/Associate University Librarian/University Archivist or University Librarian/Principal (as the case may be) shall, before considering the Renewal/Continuing Appointment/Promotion File, allow up to ten (10) working days for the Faculty Relations Office to submit a response, which shall be placed in the Renewal/Continuing Appointment/Promotion File. A copy of the response submitted by the Faculty Relations Office will be provided to the Association

**31.12 Recommendations**

31.12.1 All recommendations shall be made only on the basis of information in the Renewal/Continuing Appointment/Promotion File and the applicable criteria.

31.12.2 By November 15, the Renewal/Continuing Appointment/Promotion File shall be available to all Committee Members. The Committee shall meet to assess all materials in the Renewal/Continuing Appointment/Promotion File. All Committee members shall review the Renewal/Continuing Appointment/Promotion File in order to participate in the formulation of the recommendation.

31.12.3 In the case of an emerging negative recommendation at the Committee level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant



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material, all of which shall be added to the Renewal/Continuing Appointment/Promotion File.

- 31.12.4 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee supports or is opposed to the granting of Renewal/Continuing Appointment/Promotion.
- 31.12.5 For librarian Members, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the Associate University Librarian by December 15 the Renewal/Continuing Appointment/Promotion File including the written recommendation of the Committee with its reasons and any dissenting view(s).
- 31.12.6 For archivist Members, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the University Archivist by December 15 the Renewal/Continuing Appointment/Promotion File including the written recommendation of the Committee with its reasons and any dissenting view(s).
- 31.12.7 After receiving the recommendation of the Committee and before reviewing the Renewal/Continuing Appointment/Promotion File, the Associate University Librarian/University Archivist shall provide the Member with seven (7) days to respond to the Committee's recommendation.
- 31.12.8 The Associate University Librarian/University Archivist shall form a recommendation on the merits of the file based on the material in Article 31.12.5 and any response made by the Member per Article 31.12.7. The recommendation shall clearly indicate whether the Associate University Librarian/University Archivist supports or is opposed to the granting of Renewal/Continuing Appointment/Promotion.
- 31.12.9 In the case of an emerging negative recommendation at the Associate University Librarian/University Archivist level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material all of which shall be added to the Renewal/Continuing Appointment/Promotion File.
- 31.12.10 Prior to making a recommendation that would differ from that of the Committee and after receiving any written response or additional relevant material pursuant to Article

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- 31.12.9, the Associate University Librarian/University Archivist shall discuss their concerns with the Committee.
- 31.12.11 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Associate University Librarian/University Archivist shall form a recommendation in writing with reasons in accordance with the appropriate criteria.
- 31.12.12 By January 15, the Associate University Librarian/University Archivist shall forward to the Member the Associate University Librarian's/University Archivist's written recommendation with reasons, and submit to the University Librarian the Renewal/Continuing Appointment/Promotion File, including
- (a) the written recommendation of the Committee with its reasons and any dissenting view(s), and the Member's response to the Committee's recommendation (if any); and
  - (b) the Associate University Librarian's/University Archivist's written recommendation and reasons.
- 31.12.13 After receiving the recommendation of the Committee and the Associate University Librarian/University Archivist and before reviewing the Renewal/Continuing Appointment/Promotion File, the University Librarian shall provide the Member with ten (10) days to respond to the Associate University Librarian's/University Archivist's recommendation.
- 31.12.14 The University Librarian shall form a recommendation on the merits of the case based on the material in Article 31.12.12 and any response made by the Member per Article 31.12.13.
- 31.12.15 In the case of an emerging negative recommendation at the University Librarian level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal/Continuing Appointment/Promotion File.
- 31.12.16 Prior to making a recommendation that would differ from that of the Committee or the Associate University Librarian/University Archivist and after receiving any written response or additional relevant material pursuant to Article 31.12.15, the University

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Librarian shall discuss their concerns with the Committee and/or the Associate University Librarian /University Archivist.

31.12.17 In the case of a positive recommendation or following receipt of the Member's response to an emerging negative recommendation, the University Librarian shall form a recommendation in writing with reasons in accordance with the appropriate criteria.

31.12.18 By March 1, the University Librarian shall forward to the Member the written recommendation of the University Librarian and submit to the Principal the Renewal/Continuing Appointment/Promotion File, including

(a) the written recommendation of the Committee with its reasons and any dissenting view(s), and the Member's response to the Committee's recommendation (if any);

(b) the Associate University Librarian's/University Archivist's written recommendation and reasons and the Member's response to the Associate University Librarian's/University Archivist's recommendation (if any); and

(c) the University Librarian's written recommendation and reasons.

**31.13 Decision-Making**

31.13.1 After receiving the material in Article 31.12.18, and before reviewing the Renewal/Continuing Appointment/Promotion File, the Principal shall provide the Member with ten (10) days to respond to the University Librarian's recommendation.

31.13.2 The Principal shall consider the Renewal/Continuing Appointment/Promotion File, including all recommendations and all responses from the Member. The decision shall be made only on the basis of information in the Renewal/Continuing Appointment/Promotion File and the applicable criteria.

31.13.3 The Principal shall grant or deny Renewal, Continuing Appointment or Promotion and shall inform the Member of the decision in writing, including reasons for any denial, by April 1 for Renewal or Promotion to Assistant Librarian/Archivist, by April 15 for Continuing Appointment or Promotion to Associate Librarian/Archivist, and by May 15 for Promotion to Librarian/Archivist.

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- 31.13.4 If the decision of the Principal differs from the recommendation of the Committee, Associate University Librarian/University Archivist, or University Librarian, the Principal must explain to them in writing the reasons for the disagreement.
- 31.13.5 Subject to the above, any Renewal, Continuing Appointment or Promotion decision may be delegated to the Provost and Vice-Principal (Academic).
- 31.13.6 Successful applications for Renewal, Continuing Appointment and/or Promotion shall be announced by the Office of the Provost and Vice-Principal (Academic) in *For the Record*.
- 31.14 **Terminal Appointment**
- 31.14.1 A Member who is not granted a Continuing Appointment shall automatically receive a terminal appointment of one (1) year beyond the expiration of the current appointment.
- 31.14.2 A negative decision is grievable pursuant to Step 2, Article 19.

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**ARTICLE 32 - REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS**

**32.1 Reappointment of Term Adjuncts**

- 32.1.1 No Adjunct Member shall be denied reappointment for reasons that are contrary to this Agreement, nor solely to prevent an individual from becoming eligible for reappointment or appointment as a Continuing Adjunct.
- 32.1.2 A Post-Doctoral Fellow appointed as a Term Adjunct shall not accrue a Specific or General Right of Reappointment for any courses or course-sections taught while holding an appointment as a Post-Doctoral Fellow at Queen's University.
- 32.1.3 For all purposes of service and continuity, an eight (8) month Term Adjunct contract shall be viewed as a one (1) year contract. A period of authorized leave shall neither break nor be counted as part of such consecutive service. Furthermore, one (1) gap in membership in the Bargaining Unit of not more than twelve (12) months due to lack of work shall be treated as an authorized leave for the purposes of this Article.
- 32.1.4 For the purposes of this Agreement, prior teaching of a course as specified in Article 32.2.1 shall date from May 1, 2000.

**32.2 Specific Right of Reappointment (SRoR) for Term Adjuncts**

- 32.2.1 A Term Adjunct who has had full responsibility for teaching one or more course(s) at Queen's as an Adjunct at least three (3) times in three separate Academic Years over four (4) consecutive Academic Years shall have a Specific Right of Reappointment (SRoR). The SRoR is a right to teach the same specific course(s) in the same course-delivery format in subsequent Academic Years. Courses shall be deemed to be the same specific course where they are exclusive of one another for degree credit within a given Unit and are offered at the same level in a degree program. The granting of SRoR is contingent upon a record of good teaching per Article 29 and satisfactory performance of assigned duties, based on at least three (3) evaluations per Article 28.
- 32.2.2 A Term Adjunct with a SRoR shall be offered reappointment in accordance with that right unless
- (a) the course or course-section is being assigned to a Tenure-track/Tenured Member; a Continuing Adjunct; a Term Adjunct with seniority pursuant to Article 32.2.5 or a General Right of Reappointment (GRoR); or a Teaching Fellow who would not otherwise have an opportunity to teach as part of their graduate education;

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- (b) the course or course-section to which the Member has a SRoR is not being offered;
- (c) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
- (d) the Term Adjunct has lost their Right of Reappointment per Article 32.4.2

32.2.3 In a case where Article 32.2.2(a) or Article 32.2.2(b) applies,

- (a) the Unit Head shall inform the Term Adjunct with the SRoR in writing of the reason(s) reappointment is not offered. The Unit Head shall provide the Term Adjunct with the opportunity to indicate their interest in teaching a section of the course in the same course-delivery format should Article 32.2.2(a) or Article 32.2.2(b) not apply to a section or sections of a course in a subsequent Academic Year;
- (b) the Term Adjunct shall maintain their SRoR, provided that they
  - (i) indicate to the Unit Head in writing their interest in teaching a section of the course in the future;
  - (ii) keep the Unit Head informed in writing of any change in the Term Adjunct's mailing address, e-mail address, or telephone number; and
  - (iii) do not lose their SRoR per Article 32.4.2 or their SRoR does not expire per Article 32.4.1.

32.2.4 In the event that more sections of a course are offered than a Term Adjunct has a SRoR to teach, the Term Adjunct is not deemed to have a SRoR to any of the additional section(s) that may be offered. A Term Adjunct with a SRoR may be appointed to teach additional sections without posting.

32.2.5 In cases where two or more Term Adjuncts have earned a SRoR to the same course but fewer course-sections of the relevant course than applicants are available, the following shall apply:

- (a) The Term Adjunct who has taught the course most often as an adjunct at Queen's shall be appointed, provided that they have taught the course at Queen's within the past five (5) Academic Years and have a record of good teaching per Article 29.
- (b) If two or more Term Adjuncts have taught the course an equal number of times as an adjunct at Queen's, the Term Adjunct who has taught the course most

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recently shall be appointed provided that they have a record of good teaching per Article 29.

- (c) If two or more Term Adjuncts have an equally long record of teaching that course as an Adjunct at Queen's, and have taught the course equally recently, and both have a record of good teaching per Article 29, the Term Adjunct who has a superior record of teaching that course per Article 29 shall be appointed.

#### 32.3 General Right of Reappointment (GRoR) for Term Adjuncts

##### 32.3.1 Eligibility for General Right of Reappointment (GRoR)

32.3.1.1 Subject to the provisions of Article 32.3.1.4, a Term Adjunct with a SRoR who has served four (4) or more consecutive years as a Term Adjunct at Queen's University and whose years of service multiplied by the cumulative total of the full-course equivalents they have successfully taught in that period equals sixteen (16) or more shall be eligible to apply for a General (i.e. not course specific) Right of Reappointment (GRoR) within a Unit. Only Term Adjuncts with a SRoR to a half (0.5) course or more shall be eligible for a GRoR. The GRoR is a right to a reappointment for a period of not less than one (1) year and not more than three (3) years to teach any course that the Member is demonstrably qualified to teach within a Unit in which they acquired the GRoR.

32.3.1.2 The Teaching Load Entitlement (TLE) of a GRoR equals the full-course equivalents (comprised of half (0.5) courses or more) to which the Member has earned a SRoR.

32.3.1.3 In instances where a Term Adjunct has become numerically eligible for a GRoR as a result of teaching performed in multiple Units, the provisions of Article 32.3.1 and Article 32.3.2 shall be modified where applicable by Article 32.3.6.

32.3.1.4 A Term Adjunct faculty Member who is numerically eligible for a GRoR shall not be reappointed if

- (a) the Member has been dismissed for cause or suspended for cause without pay for at least one (1) month; or
- (b) a financial exigency has been declared pursuant to Article 38.

32.3.1.5 A GRoR shall be granted to an eligible Term Adjunct when there is clear evidence, based on at least three (3) evaluations per Article 28, of demonstrated professional growth and the promise of future development as reflected in the following:

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(a) A record of very good teaching (per Article 29) and clear evidence of a commitment to academic and pedagogical excellence; and

(b) A record of high-quality performance of assigned duties.

#### **32.3.2 Procedures for Acquiring a General Right of Reappointment (GRoR)**

32.3.2.1 The Modified Appointments Committee described in Article 25.10.4 shall make recommendations regarding the granting of GRoR.

32.3.2.2 The Unit Head shall inform all Term Adjuncts who will become eligible to apply for a GRoR pursuant to Articles 32.3.1.1 in writing of their eligibility no later than the first day of the Term prior to the Term in which they become eligible. At that time the Unit Head shall also advise the Member that they may submit their application for consideration by the Modified Appointments Committee (the Committee). Within thirty (30) days, a Member must indicate to the Unit Head in writing that they wish to be considered for a GRoR.

32.3.2.3 A Term Adjunct who has indicated to the Unit Head in writing that they wish to apply for a GRoR in accordance with Article 32.3.2.2 shall, on or before the subsequent January 31, submit their application for consideration by the Modified Appointments Committee. The application shall include:

- (a) an up-to-date curriculum vitae;
- (b) a teaching dossier which includes student evaluations and/or surveys pursuant to Article 29;
- (c) a list of all courses or subject areas within the Unit the Member believes they are demonstrably qualified to teach; and
- (d) any other materials relevant to the courses within the Unit that the Member is demonstrably qualified to teach (in addition to those courses for which the Member has been appointed in the past).

The Member may also choose to include other material they believe is relevant to the criteria at Article 32.3.1.5.

32.3.2.4 Prior to February 15, the Unit Head shall

- (a) inform the Modified Appointments Committee of the Member's application;



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(b) make available to the Committee information from the Member's Official File that is relevant to the application (including the Member's Appointment Reports and teaching evaluations); and

(c) make available to the Committee the Member's materials submitted pursuant to Article 32.3.2.3.

#### 32.3.3 Application File

32.3.3.1 The Application File shall consist of all materials provided by the Member pursuant to Article 32.3.2.3, and all other material, reports and assessments compiled under Article 32.3.2.4.

#### 32.3.4 Recommendations

32.3.4.1 By March 15 the Modified Appointments Committee shall meet to assess all materials in the Application File in order to determine

(a) if the Member has met the criteria set out at Article 32.3.1.5; and

(b) which courses the Member is demonstrably qualified to teach in the Unit. If a course is one which the Member has previously taught with satisfactory assessment, it shall be presumed that the Member is demonstrably qualified to teach it unless evidence to the contrary is contained within the application file in which case the Committee must assess rather than presume that the Member is qualified to teach the course in question.

32.3.4.2 In the case of an emerging negative recommendation on the question of whether to grant a GRoR at the Modified Appointments Committee level, the Chair of the Committee must inform the Member within ten (10) working days with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Application File.

32.3.4.3 The Modified Appointments Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee is providing a positive or negative recommendation with regard to the granting of a GRoR.

32.3.4.4 By May 1, the Chair of the Modified Appointments Committee shall forward to the Member the written recommendation of the Committee on the question of whether to grant a GRoR with its reasons, and submit to the Unit Head, the Application File

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including the written recommendation of the Committee with its reasons. The Committee shall also compile a list of the courses the Member is demonstrably qualified to teach within the Unit.

32.3.4.5 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee, the Unit Head shall recommend granting a GRoR unless the Unit Head is not persuaded that the Member has met the criteria set out at Article 32.3.1.5.

32.3.4.6 For a departmentalized faculty, by May 15, the Unit Head shall forward to the Member the Unit Head's written recommendation with reasons, and submit to the Dean the Application File, including

(a) the written recommendation of the Modified Appointments Committee with its reasons and the Member's response to the Committee's recommendation (if any); and

(b) the Department Head's written recommendation and reasons.

#### 32.3.5 Decision

32.3.5.1 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee and the Unit Head (if applicable), the Dean shall grant the GRoR, effective July 1 of the year in which it is granted. However, if the Unit Head and the Committee cannot agree on a recommendation, the Dean shall decide the matter.

32.3.5.2 For a non-departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee, the Dean shall grant a GRoR unless the Dean is not persuaded that the Member has met the criteria set out at Article 32.3.1.5.

32.3.5.3 The Dean shall inform the Member of the decision in writing, including reasons for any denial, by July 1. In the case of a positive recommendation, the Dean's notification letter shall state that the GRoR becomes effective on July 1 of the year in which it is granted, the Member's Teaching Load Entitlement (TLE), the list of courses the Member is demonstrably qualified to teach and it shall refer to Article 32.4 regarding the loss or expiration of a right of reappointment.

32.3.5.4 In the case of a negative decision, the Member shall retain any right of reappointment they held at the time of application for a GRoR.

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#### **32.3.6 Eligibility for a General Right of Reappointment (GRoR) Across Two or More Units**

- 32.3.6.1 Article 32.3.6 applies to Term Adjuncts who have taught in more than one Unit and who wish to apply teaching experience in one Unit to their eligibility for GRoR in another Unit. To the extent applicable, Article 32.3.6 modifies the other provisions of Article 32.3.
- 32.3.6.2 A Term Adjunct with a SRoR who wishes to apply teaching experience in one Unit to their eligibility for GRoR in another Unit shall inform the Heads of all such Units in writing of all teaching performed in other Units by October 31 in the Fall Term, or February 15 in the Winter Term if they are only teaching in that Term. The Letter of Appointment for all Term Adjuncts will identify the need for a Term Adjunct to provide Unit Heads with this information.
- 32.3.6.3 The University shall consider teaching performed in multiple Units in the calculation of numerical eligibility for a GRoR only if the conditions of Article 32.3.6.2 are met.
- 32.3.6.4 The Head of the Unit for which the Term Adjunct has a SRoR or, if the Term Adjunct has a SRoR in more than one Unit, the Head of the Unit in which the greatest amount of teaching has been performed by the Term Adjunct shall initiate the procedures as set out at Article 32.3.2.2. Heads of Units in which the Term Adjunct subsequently earns a SRoR will initiate the procedures in Article 32.3.2.2 at that time. All Units in which the Term Adjunct has taught shall be copied on the correspondence prescribed by Article 32.3.2.2.
- 32.3.6.5 A Term Adjunct is eligible for a GRoR only in the Units in which they have a SRoR. Teaching Load Entitlement (TLE) as per Article 32.3.1.2 shall be on a Unit-specific basis.
- 32.3.6.6 If a Unit's needs change over time, a portion or all of the Member's TLE in one of the Units may be transferred to another Unit in which the Member has a TLE after consultation with the Member. A Member may request that a portion or all of the Member's TLE in one of the Units be transferred to another Unit in which the Member has a TLE.
- 32.3.6.7 Each Unit in which a Term Adjunct applies for a GRoR shall independently complete the procedures as set out at Article 32.3.2.
- 32.3.6.8 Where a Dean is required to make a decision per Article 32.3.5 with regard to a Term Adjunct's applications for GRoR in more than one Unit, the Dean shall decide each application independently.

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32.3.6.9 Where a Term Adjunct acquires a GRoR in multiple Units, Article 32.4.1 applies on a Unit specific basis.

#### **32.3.7 Reappointment of Term Adjuncts with a General Right of Reappointment**

32.3.7.1 A Term Adjunct faculty Member who holds a GRoR per Article 32.3.1.1 shall be reappointed for a period of not less than one year and not more than three years provided there is a record of good teaching and satisfactory performance of other assigned duties, unless

- (a) the Member's teaching or other assigned duties are being assigned to a Tenure-track/Tenured faculty Member or to a Continuing Adjunct faculty Member, or the courses which the Member is qualified to teach are not being offered and/or the assigned duties are to be discontinued and there are no other courses offered that the Member is demonstrably qualified to teach; or
- (b) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
- (c) the Term Adjunct has lost their Right of Reappointment per Article 32.4.2; or
- (d) a financial exigency has been declared pursuant to Article 38.

32.3.7.2 For Term Adjuncts with a General Right of Reappointment who are reappointed, the appointment letter shall include the information required by Article 25.10.3.1. The appointment letter shall also specify the total length of appointment in accordance with Article 32.3.1.1 and the duties for the first year of the appointment, and it shall give an indication of expected duties for subsequent years, if applicable.

32.3.7.3 In the event the available courses which the Member is demonstrably qualified to teach will be of insufficient number to fulfill their GRoR Teaching Load Entitlement (TLE), the Member shall be offered reappointment to teach only such courses as are available to them. An appointment at a teaching load that is less than the Member's TLE shall not diminish their GRoR or TLE.

#### **32.3.8 Bumping Rights Amongst Term Adjuncts with a General Right of Reappointment**

32.3.8.1 In cases where two (2) or more Term Adjuncts with a GRoR may be demonstrably qualified to teach a course or courses which they have not previously taught, and the assignment of the course or courses is necessary for reappointment of at least one (1) of the Term Adjuncts, the Unit Head shall notify the Members and the Modified Appointments Committee. The Unit shall seek the recommendation of the Committee

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on the respective qualifications of the Term Adjuncts prior to assigning the course or courses and prior to determining the issue of reappointment.

32.3.8.2 In cases where two (2) or more Term Adjuncts have a GRoR, but fewer courses than equally qualified applicants are available, the following shall apply:

- (a) The Term Adjunct with the longest record of employment as an Adjunct in the Bargaining Unit shall be appointed; and
- (b) If two (2) or more Term Adjuncts have equally long records of employment as Adjuncts in the Bargaining Unit, the Adjunct who has taught the course(s) to be assigned most recently shall be appointed.

32.3.9 **Addition(s) to the List of Courses a Term Adjunct is Demonstrably Qualified to Teach**

32.3.9.1 Where a Term Adjunct has been granted a GRoR with a list of courses they are demonstrably qualified to teach within the Unit as per Article 32.3.4.4, the Term Adjunct, no sooner than eighteen (18) months after being granted a GRoR and every two (2) years thereafter, may apply to add to the list of courses they are demonstrably qualified to teach.

32.3.9.2 The list of courses shall be expanded where there is clear evidence of the following:

- (a) A continued record of very good teaching (per Article 29) and clear evidence of a continued commitment to academic and pedagogical excellence;
- (b) A continued record of high-quality performance of assigned duties; and
- (c) The applicant is qualified to teach the courses they wish to add to their list of courses they are demonstrably qualified to teach.

32.3.9.3 A Term Adjunct who wishes to apply to add to the list of courses they are demonstrably qualified to teach shall, on or before January 31, submit their application for consideration by the Modified Appointments Committee. The application shall include:

- (a) an up-to-date curriculum vitae;
- (b) a teaching dossier which includes student evaluations and/or surveys pursuant to Article 29;

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- (c) a list of the additional courses within the applicable Unit the Member believes they are demonstrably qualified to teach and evidence as to why; and
- (d) any other materials relevant to the courses within the Unit that the Member is demonstrably qualified to teach (in addition to those courses for which the Member has been appointed in the past).

The Member may also choose to include other material they believe is relevant to the criteria at Article 32.3.9.2.

The Application File shall consist of all materials submitted pursuant to this Article.

Each Unit in which a Term Adjunct has a GROR and where they would like to apply to add to the list of courses they are demonstrably qualified to teach shall independently complete the procedures as set out at Article 32.3.9.

#### **32.3.9.4 Prior to February 15, the Unit Head shall**

- (a) inform the Modified Appointments Committee of the Member's application;
- (b) make available to the Committee the Member's Application File submitted pursuant to Article 32.3.9.3;
- (c) make available to the Committee the positive recommendation from the Modified Appointments Committee granting the Member GROR pursuant to Article 32.3.4.4; and
- (d) make available to the Committee the Dean's GROR notification letter pursuant to Article 32.3.5.2

#### **32.3.9.5 By March 15, the Modified Appointments committee shall meet to assess all materials in the Application File in order to determine**

- (a) if the Member has met the criteria set out at Article 32.3.9.2; and if so,
- (b) which additional courses the Member is demonstrably qualified to teach in the applicable Unit. If a course is one which the Member has previously taught with satisfactory assessment, it shall be presumed that the Member is demonstrably qualified to teach it unless evidence to the contrary is contained within the Application File in which case the Committee must assess rather than presume that the Member is qualified to teach the course in question.

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- 32.3.9.6 In the case of an emerging negative recommendation at the Modified Appointments Committee level on the question of whether to expand the list of courses the Member is demonstrably qualified to teach, the Chair of the Committee must inform the Member within ten (10) working days with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Application File.
- 32.3.9.7 The Modified Appointments Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee is providing a positive or negative recommendation with regard to adding the course(s) to the existing list of courses the Member is demonstrably qualified to teach.
- 32.3.9.8 By May 1, the Chair of the Modified Appointments Committee shall forward to the Member the written recommendation of the Committee with its reasons, and submit to the Unit Head, the Application File including the written recommendation of the Committee with its reasons. In the case of a positive recommendation, the Committee's recommendation shall include a list of the additional courses the Member is demonstrably qualified to teach within the Unit.
- 32.3.9.9 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee, the Unit Head shall recommend expanding the list of courses the Member is demonstrably qualified to teach to include the additional courses listed in the Committee's positive recommendation pursuant to Article 32.3.9.8, unless the Unit Head is not persuaded that the Member has met the criteria set out at Article 32.3.9.2.
- 32.3.9.10 For a departmentalized faculty, by May 15, the Unit Head shall forward to the Member the Unit Head's written recommendation with reasons, and submit to the Dean the Application File, including
- (a) the written recommendation of the Modified Appointments Committee with its reasons and the Member's response to the Committee's recommendation (if any); and
  - (b) the Department Head's written recommendation and reasons.
- 32.3.9.11 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee and the Unit Head, the Dean shall amend the list of courses the Member is demonstrably qualified to teach to include the additional courses listed in the Committee's positive recommendation. The amended list shall

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be effective on July 1 of the year in which the positive recommendation was granted. However, if the Unit Head and the Committee do not agree on a recommendation, the Dean shall decide the matter.

32.3.9.12 For a non-departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee, the Dean shall amend the list of courses the Member is demonstrably qualified to teach to include the additional courses listed in the Committee's positive recommendation pursuant to Article 32.3.9.8, unless the Dean is not persuaded that the Member has met the criteria set out at Article 32.3.9.2.

32.3.9.13 The Dean shall inform the Member of the decision in writing, including reasons for any denial, by July 1. In the case of a positive decision, the Dean's notification letter shall provide an amended list of courses to reflect a list of all courses the Member is now demonstrably qualified to teach and that list shall be effective on July 1 of the year in which the positive decision was made.

32.3.9.14 In the case of a negative decision to add to the Member's list of courses, the Member shall retain the list of courses they were deemed demonstrably qualified to teach at the time they were granted a GRoR.

#### 32.4 **Expiration or Loss of Specific (SRoR) or General Right of Reappointment (GRoR)**

32.4.1 A Term Adjunct's SRoR or GRoR shall expire if

- (a) the Term Adjunct has indicated that they do not wish to maintain their Right of Reappointment (on a per course-section basis), and made such indication in writing to their Unit Head; or
- (b) despite reasonable efforts, the Term Adjunct cannot be contacted at the last mailing or e-mail address or telephone number provided in writing to the Unit Head by the Term Adjunct; or
- (c) the Term Adjunct has not taught, as an Adjunct, the course(s) for which they have a Right of Reappointment for five (5) consecutive Academic Years.

32.4.2 A Term Adjunct shall lose their SRoR or GRoR if they

- (a) have been dismissed for cause or suspended for cause without pay for at least (1) month; or



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- (b) do not meet the standard of good teaching and satisfactory performance of assigned duties as measured by evaluations per Article 29; or
- (c) have been disciplined at Queen's or at another institution for fraud or misconduct in academic activity (following the conclusion of the grievance process at that institution).

32.4.3 A Member with a SROr or GROr who declines a reappointment in order to undertake activities that will maintain or enhance the quality of the Member's scholarship and teaching, or to enable the Member to undertake other outside activities related to their scholarship and teaching, or to meet family obligations or for health-related reasons shall maintain their seniority for purposes of Article 32.2.5 and Article 32.3.8.2, provided that

- (a) the Member has notified the Unit Head in writing of the Member's reason for not accepting the available appointment;
- (b) the Unit Head has approved the Member's reason, and has so indicated to the Member in writing; and
- (c) the period of non-appointment does not exceed twelve (12) consecutive months.

32.4.4 A period of non-appointment per Article 32.4.3 does not count towards the years outlined in Article 32.4.1(c) that are used to determine expiration of SROr or GROr.

## 32.5 Conversion of Term Adjunct Appointment to Continuing Adjunct Appointment

### 32.5.1 Eligibility

32.5.1.1 A Term Adjunct with a GROr and a minimum of six (6) years of consecutive service as a faculty Member in the Bargaining Unit and whose years of service multiplied by the cumulative total of the full-course equivalents they have successfully taught in that period equals seventy-two (72) or more may apply to convert their Term Adjunct appointment to a Continuing Adjunct appointment in a Unit. Years of service in a continuing (e.g. tenured) appointment from which a Member has retired, resigned or been dismissed, or following which a Member has received a terminal appointment pursuant to Article 30.17.1 or Article 31.14.1, shall not count toward eligibility for a Continuing Adjunct appointment.

32.5.1.2 In instances where a Term Adjunct has become numerically eligible to convert their appointment to a Continuing Adjunct appointment as a result of teaching performed in

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multiple Units, the provisions of Article 32.5 shall be modified where applicable by the provisions of Article 32.5.8.

#### 32.5.2 **Criteria**

32.5.2.1 A Continuing Adjunct appointment as defined in Article 25.1.3.2 shall be granted to an eligible Term Adjunct when there is clear evidence, based on at least six (6) evaluations per Article 28, of demonstrated professional growth and the promise of future development as reflected in the following:

- (a) A record of very good teaching (per Article 29) and clear evidence of a commitment to academic and pedagogical excellence; and
- (b) A record of high-quality performance of assigned duties.

32.5.2.2 In order to be granted a Continuing Adjunct appointment as defined in Article 25.1.3.2, the Member must show that the evidence favours granting a Continuing Adjunct appointment.

#### 32.5.3 **Procedures**

32.5.3.1 The Modified Appointments Committee shall make recommendations on all Continuing Adjunct appointment applications.

32.5.3.2 The Unit Head shall inform all Term Adjuncts who will become eligible to apply for a Continuing Adjunct appointment pursuant to Articles 32.5.1.1 in writing of their eligibility no later than the first day of the Term prior to the Term in which they become eligible. Within thirty (30) days, a Member must indicate to the Unit Head in writing that they will consider a Continuing Adjunct appointment, and submit any materials pursuant to Article 32.5.3.3 that they wish to be considered by the Modified Appointments Committee.

32.5.3.3 A Term Adjunct who wishes to apply for a Continuing Adjunct appointment shall, on or before January 31 following the Unit Head's notice under Article 32.5.3.2 submit their application for consideration by the Modified Appointments Committee. The application shall include

- (a) an up-to-date curriculum vitae;
- (b) a teaching dossier which includes student evaluations and/or surveys pursuant to Article 29;

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- (c) a list of all courses or subject areas within the Unit the Member believes they are demonstrably qualified to teach; and
- (d) any other materials relevant to the courses within the Unit that the Member is demonstrably qualified to teach (in addition to those courses for which the Member has been appointed in the past).

A Member may also choose to include other material they believe is relevant to the criteria at Article 32.5.2.1.

32.5.3.4 Prior to February 15, the Unit Head shall

- (a) inform the Modified Appointments Committee of the Member's application;
- (b) make available to the Committee the information from the Member's Official File that is relevant to the application (including the Member's Appointment Reports and teaching evaluations); and
- (c) make available to the Committee the Member's materials submitted pursuant to Article 32.5.3.3.

#### 32.5.4 **Application File**

32.5.4.1 The Application File shall consist of all materials provided by the Member pursuant to Article 32.5.3.3, and all other material, reports and assessments compiled under Article 32.5.3.4.

#### 32.5.5 **Recommendations**

32.5.5.1 By March 15, the Modified Appointments Committee shall meet to assess all materials in the Application File in order to determine if the Member has met the criteria set out at Article 32.5.2.1.

32.5.5.2 In the case of an emerging negative recommendation, the Chair of the Modified Appointments Committee must inform the Member within ten (10) working days with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Application File.

32.5.5.3 The Modified Appointments Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly

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indicate whether the Committee supports or is opposed to the granting a Continuing Adjunct appointment.

32.5.5.4 By May 1, the Modified Appointments Committee Chair shall forward to the Member the written recommendation of the Committee on the question of whether to grant a Continuing Adjunct appointment with its reasons, and submit to the Unit Head, the Application File including the written recommendation of the Committee with its reasons.

32.5.5.5 For departmentalized faculties, in the case of a positive recommendation from the Modified Appointments Committee, the Unit Head shall recommend the granting of a Continuing Adjunct appointment unless

- (a) the Unit Head, in reviewing the Unit's plans for the upcoming year, determines that the course(s) taught by the Member will be discontinued or re-assigned and there are no other courses offered in the Unit for which the Member is demonstrably qualified; or
- (b) the Unit Head is not persuaded that the Member has met the applicable criteria set out at Article 32.5.2.1.

32.5.5.6 For a departmentalized faculty, by May 15, the Unit Head shall forward to the Member the Unit Head's written recommendation with reasons, and submit to the Dean the Application File, including

- (a) the written recommendation of the Modified Appointments Committee with its reasons and the Member's response to the Committee's recommendation (if any); and
- (b) the Department Head's written recommendation and reasons.

#### 32.5.6 Decision

32.5.6.1 For a departmentalized faculty, in the case of a positive recommendation, the Dean shall grant the Continuing Adjunct appointment unless the Dean is not persuaded that the Member has met the applicable criteria set out at Article 32.5.2.1.

32.5.6.2 For a non-departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee, the Dean shall grant a Continuing Adjunct appointment unless

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- (a) the Dean, in reviewing the Unit's plans for the upcoming year, determines that the course(s) taught by the Member will be discontinued or re-assigned and there are no other courses offered in the Unit for which the Member is demonstrably qualified; or
- (b) the Dean is not persuaded that the Member has met the applicable criteria set out at Article 32.5.2.1.

32.5.6.3 The Dean shall inform the Member of the decision in writing, including reasons for any denial, by July 1. The Dean's notification letter shall state the Member's FTE and that the appointment shall be effective July 1.

32.5.6.4 In the case of a negative decision, the Member shall retain any right of reappointment they held at the time of application for a Continuing Adjunct appointment.

#### 32.5.7 Course Load Entitlement

32.5.7.1 Term Adjunct Members whose appointments are converted to Continuing Adjunct appointments shall be entitled to a course load (Course Load Entitlement) of no less than the higher of

- (a) the average number of half courses per year they have taught in all years used in calculating eligibility for a Continuing Adjunct appointment; or
- (b) the average number of half courses per year they have taught in the last three (3) years.

32.5.7.2 A Continuing Adjunct Member's workload and FTE may be renegotiated by agreement between the Member and the Unit Head, and subject to the approval of the Dean.

32.5.7.3 Notwithstanding Article 32.5.7.2, where:

- (a) For a period of three (3) consecutive Academic Years commencing with the 2015-16 Academic Year, a Continuing Adjunct has taught a half (0.5) credit course or more in addition to their Course Load Entitlement in each Academic Year; and
- (b) The Continuing Adjunct will teach a half (0.5) credit course or more in addition to their Course Load Entitlement in the following Academic Year, i.e., the fourth (4<sup>th</sup>) consecutive Academic Year, then, subject to the exceptions set out at 32.5.7.3(e) and (f) below:

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- (c) The Continuing Adjunct may elect in writing to their Unit Head by no later than June 15 of the third (3<sup>rd</sup>) consecutive Academic Year in which they have taught/is teaching the course for their FTE to be adjusted to reflect an increased Course Load Entitlement; and
- (d) If such an election is made, the adjustment to the Continuing Adjunct's FTE shall take effect on July 1 of the subsequent, i.e., fourth (4<sup>th</sup>) consecutive Academic Year.

Except that:

- (e) A FTE can only be increased to a maximum of 1.0; and
- (f) Where a course is assigned to a Continuing Adjunct Member in order to replace another Member who had previously been assigned the course in accordance with Article 37.2.3, then the course shall not count for the purpose of increasing the Continuing Adjunct Member's FTE in accordance with Article 32.5.7.3. However, in circumstances where the Continuing Adjunct Member withdraws from the teaching of a course to which they had previously been assigned in order to replace a Member in another course, then such replacement assignment shall count for the purpose of increasing the Continuing Adjunct Member's FTE in accordance with Article 32.5.7.3.

#### **32.5.8 Eligibility for a Continuing Adjunct Appointment Across Two or More Units**

- 32.5.8.1 Article 32.5.8 applies to Term Adjuncts who have taught in more than one Unit and who wish to apply teaching experience in one Unit to their eligibility for conversion of a Term Adjunct appointment to a Continuing Adjunct appointment in another Unit. To the extent applicable, Article 32.5.8 modifies the other provisions of Article 32.5.
- 32.5.8.2 A Term Adjunct who wishes to apply teaching experience in more than one Unit toward their eligibility for a Continuing Adjunct appointment shall inform the Heads of all such Units in writing of all teaching performed in other Units by October 31 in the Fall Term, or February 15 in the Winter Term if they are only teaching in that Term. The Letter of Appointment for all Term Adjuncts will identify the need for a Term Adjunct to provide Unit Heads with this information.
- 32.5.8.3 The University shall consider teaching performed in multiple Units in the calculation of numerical eligibility for conversion to a Continuing Adjunct appointment only if the conditions of Article 32.5.8.2 are met.

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32.5.8.4 The Head of the Unit in which the Term Adjunct has a Course Load Entitlement of one-half (0.5) full-course equivalent or greater, or if the Term Adjunct has a Course Load Entitlement of one-half (0.5) full-course equivalent or greater in more than one Unit, the Head of the Unit in which the greatest amount of teaching has been performed by the Term Adjunct shall initiate the procedures as set out at Article 32.5.3.2. Heads of Units in which the Term Adjunct subsequently achieves a Course Load Entitlement of one-half (0.5) full-course equivalent or greater will initiate the procedures in Article 32.5.3.2 at that time. All Units in which the Term Adjunct has taught shall be copied on the correspondence prescribed by Article 32.5.3.2.

32.5.8.5 A Term Adjunct may apply for a Continuing Adjunct appointment across multiple Units only in those Units where their Course Load Entitlement (calculated in accordance with Article 32.5.7.1 on a per-Unit basis as of the date they became numerically eligible for conversion) equals one-half (0.5) full-course equivalent or greater. The Member shall submit an application for a Continuing Adjunct appointment to each such Unit.

32.5.8.6 Each Unit to which the Term Adjunct applies for conversion to a Continuing Adjunct appointment shall independently complete the procedures set out at Article 32.5.3 through Article 32.5.6.

32.5.8.7 Where the Term Adjunct submits more than one application for conversion to Continuing Adjunct appointment, the Dean shall assess and decide each application independently.

32.5.8.8 In the case of a positive recommendation in one or more of the Term Adjunct's application(s), the Course Load Entitlement for the Member's Continuing Adjunct appointment shall be the sum of the calculations (in accordance with Article 32.5.7.1) in all Units in which the Member's application was successful to a maximum of one-hundred (100) percent FTE.

32.5.8.9 Regardless of the number of successful applications, the Member shall be granted a single Continuing Adjunct appointment. The Member's workload may be assigned across the multiple Units as the respective Unit Heads, in consultation with the Member, may determine.

#### **32.6 Promotion for Adjunct Faculty**

32.6.1 The Renewal/Tenure/Promotion (RTP) Committee as defined in Article 30.2 shall make recommendations on all Adjunct promotion applications.

32.6.2 For the promotion of Adjuncts,

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- (a) the procedures set out in Article 30.7 through Article 30.16 shall apply mutatis mutandis; and
  - (b) the criteria set out in Article 30.6.1 through Article 30.6.8 shall apply to the same extent and in the same way that they apply to Tenured and Tenure-track faculty Members, except that when considering the length of time over which an Adjunct has developed their record of scholarly activity, the RTP Committee shall take into consideration any evidence as to the effect of the nature of the academic appointment(s) held by the Adjunct on their ability to engage in those scholarly activities; and
  - (c) Where any Adjunct who was initially appointed at the rank of Lecturer and who has not obtained their Ph.D. applies for promotion to Assistant Professor:
    - (i) The procedures set out in Article 30.7 through 30.15 that pertain to Renewal shall be used; and
    - (ii) In order to be promoted to Assistant Professor, the Member must show that the evidence favours promotion to Assistant Professor.
- 32.6.3 Any Adjunct who was initially appointed with the rank of Lecturer because they had not yet obtained their Ph.D. shall be appointed with the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.
- 32.6.4 In order for any Adjunct to apply for promotion to a particular rank, the Adjunct must first hold the rank immediately preceding the rank for which they are applying.
- 32.6.5 A Continuing Adjunct who is promoted to Associate Professor and who is successful in obtaining an external research grant within three (3) years of being granted Promotion, shall be granted a one-half (0.5) credit course teaching release, with no reduction to salary, in the first Academic Year following receipt of the research funding.
- 32.6.6 In order to be eligible to apply for promotion, a Term Adjunct must either currently hold an appointment or be within twelve (12) months of the conclusion of their most recent appointment at the time that they make notification of their application as per Article 30.7.3. Where they do not have an appointment at the time of application, any promotion will take effect upon the first appointment subsequent to the successful application for promotion.
- 32.6.7 A Continuing Adjunct who has held an adjunct appointment at the University for a minimum of twelve (12) consecutive years (excluding service as an Adjunct I and as a



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Sessional Adjunct) and who has been promoted to the rank of Professor in accordance with the provisions of Article 30 and Article 32 shall be granted a full-range Tenured appointment with the rank of Professor.

**ARTICLE 33 – LEAVES**

**33.1 Academic Leave**

**33.1.1 General**

33.1.1.1 Academic Leaves are to serve the objectives and goals of the University by providing faculty Members with a regular opportunity to maintain and enhance the quality of their scholarship and teaching, thereby assisting the University to achieve greater excellence in its basic areas of responsibility, the advancement of learning and effective teaching. Academic Leaves are also intended to promote scholarly and professional activity through sustained periods of research, concentrated study and creative work and through the extension of the range of contacts to other people, places, experiences, and ideas. Academic Leaves for Librarians and Archivists are also intended to serve the goals and objectives of the University by providing librarian and archivist Members with an opportunity to engage in scholarly and professional activities away from regular duties to maintain and enhance their professional effectiveness.

**33.1.2 Eligibility for and Types of Academic Leaves**

33.1.2.1 Only faculty Members with Tenured appointments and librarian and archivist Members with Continuing Appointments are eligible for Academic Leave.

33.1.2.2 Members may apply for an Academic Leave no later than October 1 following completion of five years of service so that, if approved, the Academic leave will commence following six (6) years of service at the University, including a maximum of two (2) years of authorized leave, unless a shorter period is stipulated at the time of appointment. Time spent on Negotiated leaves shall not count towards Academic Leave unless approved by the Dean in writing at the time the Negotiated leave is granted.

33.1.2.3 A Member granted Tenure under the terms of Article 32.6.6 shall be eligible to apply for Academic Leave after three (3) years of service in a tenured appointment.

33.1.2.4 Members who are on a Reduced Responsibility appointment accumulate entitlement for Academic Leave on a pro-rata basis.

33.1.2.5 A first Academic Leave in a faculty Member's academic career shall be for twelve (12) months and shall be at one hundred (100) percent of the Member's Regular Salary.

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33.1.2.6 After a first Academic Leave, faculty Members shall be eligible to apply for second or subsequent Academic Leaves as follows:

- (a) After six (6) credited years of service following the previous Academic Leave the Member is eligible for
  - (i) a twelve (12) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary; or
  - (ii) a twelve (12) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary, where the twelve (12) month period is taken as two (2) six (6) month periods which may be either twelve (12) or eighteen (18) months apart and where the interval between the two (2) parts of the Academic Leave shall be counted as service towards the Member's next Academic Leave; or
  - (iii) a six (6) month Academic Leave at one hundred (100) percent of the Member's Regular Salary.
- (b) After three (3) credited years of service following the previous Academic Leave the Member is eligible for a six (6) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary.

33.1.2.7 All Academic Leaves for faculty Members shall commence July 1 or January 1.

33.1.2.8 Academic Leaves for librarian and archivist Members may be for up to twelve (12) months at eighty-five (85) percent of the Member's Regular Salary. Normally, the Academic Leave shall be for a period of eight (8) months and may commence at any time during the year. Leaves for shorter periods where the project is of particular interest to the Library or Archives may be at full remuneration. A first Academic Leave in a career shall be at one hundred (100) percent of the Member's Regular Salary.

33.1.2.9 Librarian and archivist Members may also apply for shorter periods of leave to a maximum of four months in duration for the purpose of enhancing their professional development in their field of service or specialization within the Library/Archives. Such a leave may be granted by the University Librarian, taking into consideration the recommendation of the Library 'department' head affected (if applicable), and subject to the ability of the Library/Archives to meet its service obligations to its users. This leave shall be at one hundred (100) percent of the Member's Regular Salary. Where a leave of more than one month has been

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granted, the University Librarian may make a temporary replacement appointment for no longer than the duration of the approved period of leave. Applications for the leave shall be submitted four (4) months in advance to the University Librarian and shall include

- (a) a detailed and clear plan for the leave, with reference to the objectives in Article 33.1.1.1 and the duration of the leave; and
- (b) any other supporting documents which the Member wishes to submit to support the application.

### **33.1.3 Application for and Approval of Academic Leave**

33.1.3.1 Applications for Academic Leave shall be submitted to the Unit Head no later than October 1 of the year prior to the academic year in which the Academic Leave is requested to commence, and shall include

- (a) a detailed and clear plan for the leave, with reference to the objectives in Article 33.1.1.1;
- (b) an indication of the duration and allowance level requested, with an indication of which years are being used to establish the eligibility;
- (c) a statement of any external financial support which is to be sought for this leave; and
- (d) any other supporting documentation which the Member wishes to submit to support the application.

33.1.3.2 Failure of the Member to apply for an Academic Leave at the time when they are eligible to do so will mean that the time which elapses between eligibility for the Academic Leave and the actual commencement of the Academic Leave will not be counted toward eligibility for any subsequent Academic Leave.

33.1.3.3 Following submission of an application for an Academic Leave,

- (a) the Department Head in a departmentalized faculty or the 'department' head (if applicable) in the Library shall review the Member's application and shall prepare a letter of recommendation. The Department Head or 'department' head (if applicable) shall submit their letter of recommendation and the Member's application to the Dean or University Librarian by October 15; and

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(b) the Dean or University Librarian shall review the Member's application, and the Department Head's recommendation (in a departmentalized faculty) or the 'department' head's recommendation in the Library (if applicable), and shall prepare a letter of recommendation. The Dean or University Librarian shall submit their letter of recommendation to the Provost and Vice-Principal (Academic) no later than October 31. Upon reviewing the recommendation, the Provost and Vice-Principal (Academic) (who may delegate this responsibility to the Dean or University Librarian) shall inform each applicant of the decision no later than November 30 of the year prior to the Academic Year for which the applicant has applied for leave.

33.1.3.4 When assessing a Member's application for Academic Leave, the decision shall be positive if the application meets the objectives in Article 33.1.1.1 and if it is likely that the proposed project(s) can be successfully carried out by the applicant. The assessment shall be based on a review of the following materials:

- (a) The application for Academic Leave;
- (b) The recommendation(s) of the Department Head in a Departmentalized faculty and Dean, or for the Library/Archives, the recommendation of the 'department' head (if applicable) and the University Librarian; and
- (c) Any relevant materials from the Member's Official File.

33.1.3.5 If the application for Academic Leave of a faculty Member is approved, the Academic Leave shall either be granted or deferred per Article 33.1.7.

### **33.1.4 Member's Report and Return to the University**

33.1.4.1 Except as outlined in Article 33.1.8.3, a Member shall return to the University for a period of at least six (6) months after the Academic Leave. If a Member does not return, the Member shall reimburse the University for one-half (½) of the remuneration paid during the Academic Leave. For good cause, this requirement may be waived at the option of the Dean.

33.1.4.2 Within ninety (90) days of return from Academic Leave, a Member shall submit to the Unit Head a report on the Member's accomplishments during the leave, relative to the plan submitted to the Unit Head.

33.1.4.3 Substantive changes to the research plan or location will require the written approval of the Unit Head.

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### **33.1.5 Status While on Academic Leave**

- 33.1.5.1 The Member on Academic Leave continues to be an employee of the University and is eligible for salary increases and promotions.
- 33.1.5.2 A Member shall not engage in additional paid employment while on Academic Leave except
- (a) when the additional paid employment will yield no more than the difference between the Member's actual salary (adjusted for the Academic Leave) and the Member's Regular Salary; or
  - (b) with the written permission of the Dean.
- 33.1.5.3 Benefits shall continue to be available to a Member on Academic Leave. The Member's and University's contributions shall be based on the Member's Regular Salary without reduction for the leave unless the Member chooses otherwise.
- 33.1.5.4 The Member will be assumed to have used a pro-rated portion of vacation during the period of Academic Leave, except that where a librarian or archivist Member is on an Academic Leave of four months or less, other arrangements may be made subject to the approval of the University Librarian.

### **33.1.6 Advancement of Academic Leave**

- 33.1.6.1 A faculty Member may apply for an Academic Leave in the year before they are eligible under Article 33.1.2.6 if there are good academic reasons or compelling personal reasons for taking the Academic Leave in advance. The Dean may grant an advancement of the Academic Leave if the teaching and/or service needs within the University would not be jeopardized by the Member's request. If an Academic Leave is advanced, the period of service required prior to the subsequent Academic Leave shall be increased by a period of time equal to the advancement. A first Academic Leave may not be advanced unless Tenure has been granted.

### **33.1.7 Deferral of Academic Leave**

- 33.1.7.1 A faculty Member may request a deferral of Academic Leave when they are eligible to apply for Academic Leave or after Academic leave has been approved. A deferral may be requested for academic or personal reasons, except that an Academic Leave that would otherwise overlap with a period of adjusted duties pursuant to Article 33.3.9 shall not be deferred. The Dean may defer the leave to a mutually acceptable

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time and shall not deny the deferral unless the deferral will impede the Unit's ability to meet its academic program obligations or the Academic Leave would overlap with a period of adjusted duties.

33.1.7.2 When a faculty Member applies for Academic Leave, the Dean may determine that a deferral of Academic Leave is necessary so that the Unit's ability to meet its academic program obligations is not jeopardized by the Member's absence, and the Dean may request deferral of the leave to a mutually acceptable time.

33.1.7.3 Deferrals shall be for a period of no fewer than six (6) months, and normally not more than one (1) year. In exceptional circumstances, deferrals at the Dean's request may be repeated for up to one (1) additional year, so long as all reasonable efforts are made to support the deferred Member's application for Academic Leave after the first deferral. For compelling personal or academic reasons, a deferral at the request of the Member may be repeated.

33.1.7.4 In the case of a deferral requested by the Dean, the faculty Member may choose one of the following options:

(a) Option 1: to count each six (6) months of deferral in the first year of deferral as six (6) months of service toward a subsequent Academic Leave, and count each six (6) months of deferral exceeding twelve (12) months as twelve (12) months of service towards a subsequent Academic Leave; or

(b) Option 2: to increase the allowance for the deferred Academic Leave as follows:

(i) For a one (1) year Academic Leave, for each six (6) months of the deferral an increase in the allowance of three and three quarters (3.75) percent; or

(ii) For a six (6) month Academic Leave based on three (3) years of service, for each six (6) months of the deferral an increase in the allowance of seven and a half (7.5) percent.

33.1.7.5 In the case of a deferral requested by the Dean, where the Member chooses Option 2 as per Article 33.1.7.4(b), pay after one (1) year of deferral is ninety-two and a half (92.5) percent of the Member's Regular Salary for a twelve (12) month Academic Leave and one hundred (100) percent of the Member's Regular Salary for a six (6) month Academic Leave based on three (3) years of service; two (2) years of deferral (the maximum allowed) raises the pay to one hundred (100) percent of the Member's Regular Salary for a twelve (12) month Academic Leave.

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33.1.7.6 During a deferral period at the request of the Member, service shall be counted, at the option of the Member, either towards a subsequent Academic Leave with each six (6) months of deferral counting as six (6) months of service toward a subsequent Academic Leave, or to an increase in the Academic Leave allowance as provided in Article 33.1.7.4(b).

33.1.7.7 When a librarian or archivist Member applies for Academic Leave, the University Librarian may determine that a deferral of Academic Leave is necessary so that the Unit's ability to meet its service obligations is not jeopardized by the Member's absence, and the University Librarian may request deferral of the leave to a mutually acceptable time. The University Librarian may defer a Leave application if the number of applicants for Academic Leave in the Unit are too numerous to allow regularly scheduled operations to continue. While such deferrals may be repeated, all reasonable efforts shall be made to support such approved applications within a reasonable period of time, including allowing Members to take part-time leave (in which case the Member shall receive one hundred (100) percent of their Regular Salary) or splitting of leaves into shorter segments. The University Librarian will make available to librarian and archivist Members by January 1, a list of the librarian and/or archivist Members' Academic Leave applications, granted and deferred as a result of applications in that Academic Year, including the name of the Member, the length of the leave granted and applied for, and the starting date.

### **33.1.8 Academic Leaves in a Member's Final Year of Employment**

33.1.8.1 A Member in their final year of employment who is eligible for Academic Leave shall not, subject to the submission of a clear and acceptable plan per Article 33.1.3.1, be denied an Academic Leave.

33.1.8.2 Any Member whose Academic Leave is moved to the final year prior to retirement at their request, shall not receive additional compensation from the University per Article 33.1.7.6 during the leave.

33.1.8.3 Where an Academic Leave has been granted in a Member's final year, the requirement for reimbursement for failure to return after an Academic Leave shall be waived.

### **33.2 Personal Leaves**

#### **33.2.1 Bereavement Leave and Compassionate Leave**

33.2.1.1 In the event of a death in a Member's immediate family, the Member shall be entitled



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to five (5) working days Bereavement Leave with pay. "Immediate family" for the purposes of Article 33.2 is defined as:

- (a) the Member's spouse, common-law spouse, same sex partner ("spouse" for the purposes of this Article 33.2.1.1);
- (b) a child, step-child or foster child of the Member or of the Member's spouse; or the spouse of a child, step-child or foster child of the Member;
- (c) a sibling of the Member;
- (d) a parent, step-parent or foster parent of the Member or of the Member's spouse;
- (e) a grandparent, step-grandparent, grandchild or step-grandchild of the Member or of the Member's spouse;
- (f) any relative of the Member who is dependent on the Member for the care or assistance;
- (g) a ward of the Member; or
- (h) any other individual close to the Member.

33.2.1.2 When an event such as illness, injury or death in a Member's immediate family occurs, and clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to Compassionate Leave with Pay for up to six(6) months or until the end of their appointment, whichever comes first. Members who have been employed continuously by the University for one (1) year or more at the commencement of the leave and currently hold an appointment of a year's duration or longer within the University shall be entitled to up to six (6) months Compassionate Leave With Pay. All other Members shall be entitled to up to one (1) week of Compassionate Leave With Pay. The Member shall request such leave in writing to the Unit Head with sufficient particulars so as to enable the Unit Head to make a recommendation regarding the leave request to the Dean or University Librarian.

### 33.2.2 **Leave for Personal Reasons**

33.2.2.1 Leave for Personal Reasons requiring urgent attention may be granted by the Dean or University Librarian with or without pay. The Dean or University Librarian shall be notified as soon as practicable of the length of the requested leave and the reasons for it. The Dean or University Librarian shall make their decision based on the reasonableness of the request in light of all the circumstances.

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### 33.2.3 Sick Leave

- 33.2.3.1 In accordance with the University's Sick Leave Plan and in accordance with the University's administrative guidelines, Members who are unable to carry out their assigned duties because of illness or injury are entitled, for each new occurrence, to Sick Leave With Pay for up to one hundred and eighty (180) calendar days or until the end of their appointment, whichever comes first. The term "new occurrence" and "recurrence" shall be as described in the administrative guidelines, a copy of which is referenced for information purposes at the end of this Collective Agreement as Schedule B.
- 33.2.3.2 If a medical certificate is required to establish the state of the Member's health, the Associate Vice-Principal (Faculty Relations) or designate shall request that the Member provide a certificate dealing with the Member's ability to perform their responsibilities. If the Associate Vice-Principal (Faculty Relations) or designate has reason not to be satisfied, an independent medical examination may be sought from a physician agreed to by the University and the Member. The fees associated with the physician's services for the independent medical examination shall be paid by the University and any travel costs incurred by the Member to attend the independent medical examination shall be reimbursed to the Member in accordance with the Queen's Policy for Travel and Related Expenses.
- 33.2.3.3 If a Member is insured for benefits under the Long-Term Disability Plan (LTD) pursuant to Article 42.6, the Member must complete the required application for LTD benefits available from Human Resources prior to end of three (3) months of Sick Leave. If a Member has applied for LTD benefits, but coverage has not been confirmed prior to the expiry of Sick Leave (six (6) months), the Member may apply for an extension of Sick Leave until LTD coverage has commenced or has been denied (after appeal).
- 33.2.3.4 During the period of a Compassionate, Bereavement, or Sick Leave, with or without pay, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled), where the Member continues to pay their share.
- 33.2.3.5 Legislated leaves: Members may be entitled to additional leave, with or without pay, provided by law, including but not limited to, Domestic or Sexual Violence leave pursuant to the *Employment Standards Act*. The Member shall request such a leave in writing to the Unit Head with sufficient particulars so as to enable the Unit Head to make a recommendation regarding the leave to the Dean or University Librarian.

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### 33.3 Pregnancy, Parental and Child-Care Leaves

#### 33.3.1 Pregnancy Leave With Top-Up

##### **General:**

Pregnancy Leave With Top-Up constitutes Pregnancy Leave for the purposes of the *Employment Standards Act* entitlement to Pregnancy Leave.

Pregnancy Leave With Top-Up in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 33.3.1 for up to 12 weeks.

- 33.3.1.1 Pregnancy Leave With Top-Up is a leave from work of up to twelve (12) weeks with top-up and benefits as specified in Article 33.3.1.4 and Article 33.3.1.5. Leave shall be granted upon written request per Article 33.3.1.2 if the Member will have been employed continuously by the University for one (1) year or more at the commencement of the leave, currently holds an appointment of a year's duration or longer with the University and qualifies for Employment Insurance benefits during the period of the leave. Pregnancy Leave With Top-Up may be initiated by the Member no sooner than twelve (12) weeks before the due date, and no later than the earlier of the due date and the day on which the Member gives birth.
- 33.3.1.2 To qualify for Pregnancy Leave With Top-Up, a Member shall notify their Unit Head in writing of the request for the leave, the date on which the leave is to commence and the expected date of return to work following the leave and shall complete the "Leave of Absence Request" form (available from Human Resources). The notification to the Unit Head by the Member shall be made as soon as possible and no later than one (1) month prior to the commencement of the leave.
- 33.3.1.3 The notice period in Article 33.3.1.2 shall not apply if the Member stops working because of complications caused by their pregnancy, or because of a birth, still birth or miscarriage. A Member should keep their Unit Head advised of these matters.
- 33.3.1.4 If the Member qualifies for Employment Insurance benefits, the University will pay ninety-five (95) percent of the Member's Regular Salary for the first week of Pregnancy Leave With Top-Up. During the remaining eleven (11) weeks of the Pregnancy Leave With Top-Up, the Member will receive a salary payment equal to the difference between ninety-five (95) percent of the Member's Regular Salary and the amount of Employment Insurance benefits the Member receives during that period, based on the Member's Regular Salary.

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- 33.3.1.5 Eligible Members will receive top-up benefits noted in Article 33.3.1.4 on the understanding that the Member is expected to work for the University for at least six (6) months following the date of their return from Pregnancy Leave With Top-Up.
- 33.3.1.6 A Member who has received Pregnancy Leave With Top-Up may also be granted up to five (5) weeks of Pregnancy Leave Without Top-Up and may apply for Standard Parental Leave with or without Top-Up or Extended Parental Leave with or without Top-Up in accordance with Articles 33.3.3 or 33.3.4.
- 33.3.1.7 Notwithstanding the other provisions of Article 33.3.1, the University may adjust the timing of the payment of top-up amounts paid to the Member, and may divide the total amount of such payments over an extended period of time, to achieve a series of uniform top-up payments, provided:
- (a) such top-up amounts commence no later than the first payroll date that follows the Member providing the University with proof that they are receiving Employment Insurance benefits; and
  - (b) such top-up amounts are paid in full no later than the first payroll date that follows the seventeenth week after the Member's Pregnancy Leave commenced.
- 33.3.1.8 If a Member notifies the University of a change in the duration of their Pregnancy Leave, the University may administer a payroll adjustment consistent with that change.
- 33.3.2 Pregnancy Leave Without Top-Up**
- 33.3.2.1 Upon written request to their Unit Head, a Member who is not eligible for Pregnancy Leave with Top-Up, but has accrued at least thirteen (13) weeks of continuous service at the University preceding their estimated date of delivery is entitled to Pregnancy Leave Without Top-Up of up to seventeen (17) weeks in accordance with the *Employment Standards Act*. The Pregnancy Leave Without Top-Up may begin up to seventeen (17) weeks before the expected date of delivery, and no later than the earlier of the due date and the day on which the Member gives birth.
- 33.3.2.2 A Member who has received Pregnancy Leave Without Top-Up in accordance with Article 33.3.2.1 may apply for Standard Parental Leave Without Top-Up or Extended Parental Leave Without Top-Up under Article 33.3.4.

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### 33.3.3 Parental Leave With Top-Up

#### **General:**

Parental Leave with Top-Up constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave.

Parental Leave With Top-Up in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 33.3.3 for up to 15 weeks.

**Standard Parental Leave:** a leave of absence from work of up to 35 weeks if the Member took Pregnancy Leave, or up to 37 weeks if the Member did not take Pregnancy Leave.

**Extended Parental Leave:** a leave of absence from work of up to 61 weeks if the Member took Pregnancy Leave, or up to 63 weeks if the Member did not take Pregnancy Leave.

The combined total of Pregnancy Leave and Parental Leave for a Member shall not exceed seventy-eight (78) weeks, except to the extent that further leave is required pursuant to statute, in which case leave will be provided for the extended period without top-up.

#### **Parental Leave With Top-Up**

33.3.3.1 Subject to Article 33.3.3.2, a Member who is`

- (a) a biological parent;
- (b) the partner of a biological parent;
- (c) an adoptive parent; or
- (d) the partner of an adoptive parent

is entitled to Standard Parental Leave With Top-Up or Extended Parental Leave With Top-up.

33.3.3.2 To qualify for Standard Parental Leave With Top-Up or Extended Parental Leave With Top-Up the Member must:

- (a) have been employed continuously for one (1) year or more by the University at the commencement of the leave;
- (b) currently hold an appointment of a year's duration or longer with the University; and

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(c) qualify for parental benefits under the Employment Insurance Act during the period of the leave.

- 33.3.3.3 The maximum duration of the Parental Leave With Top-Up shall be fifteen (15) weeks.
- 33.3.3.4 The Parental Leave must begin within seventy-eight (78) weeks of the date when the child is born or comes into the custody or care of the parent.
- 33.3.3.5 If the Member did not take Pregnancy Leave and is therefore subject to a one week waiting period before the commencement of parental benefits under the Employment Insurance Act, the University shall pay ninety-five (95) percent of the Member's Regular Salary for the first week of Parental Leave With Top-Up. During the remaining fourteen(14) weeks of Parental Leave With Top-Up, the University shall pay the Member the difference between ninety-five (95) percent of the Member's Regular Salary and the amount of the Employment Insurance benefits the Member receives during that period, calculated for a Standard Parental Leave, regardless of whether the Member elected a Standard Parental Leave or an Extended Parental Leave.
- 33.3.3.6 If the Member took Pregnancy Leave and is not subject to a one week waiting period before the commencement of parental benefits under the Employment Insurance Act, the University shall pay, for the fifteen (15) weeks of Parental Leave With Top-Up, the difference between ninety-five (95) percent of the Member's Regular Salary and the amount of the Employment Insurance benefits the Member receives during that period, calculated for a Standard Parental Leave, regardless of whether the Member elected a Standard Parental Leave or an Extended Parental Leave.
- 33.3.3.7 Eligible Members will receive top-up benefits noted in Article 33.3.3.5 or Article 33.3.3.6 on the understanding that the Member is expected to work for the University for at least six (6) months following the date of their return from Parental Leave With Top-Up.
- 33.3.3.8 A Member who wishes to apply for Parental Leave With Top-Up shall notify their Unit Head in writing of the request for the leave, the date on which the leave is to commence and the expected date of return to work following the leave and shall complete the "Leave of Absence Request" form (available from Human Resources). The notification to the Unit Head by the Member shall be made as soon as possible and no later than one (1) month prior to the commencement of the leave.
- 33.3.3.9 The notice period in Article 33.3.3.8 shall not apply if the Member stops working because the child is born or comes into the care of the parent sooner than expected. For adoptive parents, the University shall make every reasonable effort to support a Member's "pre-custody" needs. Members should keep their Unit Head advised of

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these matters.

33.3.3.10 A Member who has received Parental Leave With Top-Up may apply for Parental Leave Without Top-Up under Article 33.3.4.

33.3.3.11 Notwithstanding the other provisions of Article 33.3.3, the University may adjust the timing of the payment of top-up amounts paid to the Member, and may divide the total amount of such payments over an extended period of time, to achieve a series of uniform top-up payments, provided:

(a) such top-up amounts commence no later than the first payroll date that follows the Member providing the University with proof that they are receiving Employment Insurance benefits; and

(b) such top-up amounts are paid in full no later than the first payroll date that follows the fifteenth week of the Member's Parental Leave.

33.3.3.12 If a Member notifies the University of a change in the duration of their Parental Leave, the University may administer a payroll adjustment consistent with that change.

### 33.3.4 **Parental Leave Without Top-Up**

33.3.4.1 A Member who has taken Pregnancy Leave may request up to sixty-one (61) weeks of Parental Leave following the conclusion of the Pregnancy leave, less the number of weeks of Parental Leave With Top-Up that were taken, if any. For clarity, the combined total of Parental Leave with Top-Up and Parental Leave Without Top-Up for a Member who has taken Pregnancy Leave shall not exceed 61 weeks, except to the extent that further leave is required pursuant to statute, in which case leave will be provided for the extended period without top-up. The leave shall be granted upon written request to the Member's Unit Head. The leave must commence within seventy-eight weeks of the child's birth, or of the child coming into the care and custody of the parent and must commence immediately after the preceding Pregnancy Leave and/or Parental Leave With Top-Up has or have concluded.

A Member who has not taken Pregnancy Leave, may request up to sixty-three (63) weeks of Parental Leave, less the number of weeks of Parental Leave With Top-Up that were taken, if any. For clarity, the combined total of Parental Leave with Top-Up and Parental Leave Without Top-Up for a Member who has not taken Pregnancy Leave shall not exceed 63 weeks, except to the extent that further leave is required pursuant to statute, in which case leave will be provided for the extended period without top-up.

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The leave shall be granted upon written request to the Member's Unit Head. The leave must commence within seventy-eight (78) weeks of the child's birth, or of the child coming into the care and custody of the parent. Parental Leave Without Top-Up must commence immediately after Parental Leave With Top-Up has concluded, if applicable.

33.3.4.2 A Member who is a parent and who is not eligible for Parental Leave With Top-Up, but who has been employed by the University for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody or care for the first time, may apply for Parental Leave Without Top-Up for a period of up to sixty-three (63) weeks in accordance with the *Employment Standards Act*. The Parental Leave Without Top-Up must commence within seventy-eight (78) weeks of the child's birth, or of the child coming into the care and custody of the parent.

33.3.4.3 Where both parents are Members, both may take Parental Leave Without Top-Up at the same time.

33.3.4.4 A Member should provide their Unit Head with a written request for a Parental Leave Without Top-Up as soon as possible and no later than one (1) month in advance of the date of the requested leave. The written request should include the expected date the leave is to commence, and the expected date of return to work following the leave.

### 33.3.5 Other Child-Care Leave

33.3.5.1 A Member who is a parent may be entitled to other leave for child-care prescribed by law.

### 33.3.6 Postponement of Personnel Decisions

33.3.6.1 A faculty Member who has taken Pregnancy Leave or Parental Leave or a Reduced Responsibility appointment under Article 26 to fulfill parental responsibilities following the birth or adoption of a child, may elect to have a Renewal, Tenure/Continuing Appointment or Promotion application process postponed for a period of one (1) year for each such leave.

### 33.3.7 Benefit Allocation

33.3.7.1 During the period of Pregnancy Leave with Top-Up or Parental Leave with Top-Up, both the Member and the University shall continue to pay their respective shares of the premiums for the group benefit plans (in which the Member is enrolled).



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33.3.7.2 During the period of a Pregnancy Leave Without Top-Up or a Parental Leave Without Top-Up, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled), where the Member continues to pay their share.

33.3.7.3 Vacation entitlement shall continue to accrue while a Member is on Pregnancy Leave or Parental Leave

### 33.3.8 **Term Adjunct Service**

33.3.8.1 Child-Care Leave taken pursuant to this Article shall count as an authorized leave for the purposes of Article 32.1.3 for Term Adjunct faculty Members.

### 33.3.9 **Provisions for Adjustment of Duties Following a Paid Pregnancy or Paid Parental Leave**

33.3.9.1 Full-time Tenured or Tenure-track and Special appointment faculty Members who have taken Pregnancy Leave With Top-Up per Article 33.3.1 or Parental Leave With Top-Up per Article 33.3.3 shall have no scheduled teaching or service duties assigned for one (1) year from the date of the birth or the taking into care or custody of a child under an adoption. In the event that both parents are faculty Members, this entitlement is limited to one adjustment per birth/adoption event and may be shared between the parents. Full-time librarian/archivist Members who have taken Pregnancy Leave With Top-Up per Article 33.3.1 or Parental Leave With Top-Up per Article 33.3.3 shall have no scheduled teaching duties assigned for one (1) year from the date of the birth or the taking into care or custody of a child under an adoption.

### 33.4 **Leave to Seek Office**

33.4.1 Upon application to the Member's Unit Head, a Member shall be granted a leave without pay when the Member seeks a nomination as a candidate for political office, is a candidate, or holds political office in municipal, provincial, territorial or federal government.

33.4.2 The Member shall advise the Unit Head as soon as practicable of the intention to seek a leave for these purposes. Such leaves may be partial or full. Leaves shall be for a specific term but shall be renewed upon proper application confirming the continuation of relevant circumstances subject to Article 33.4.3.

33.4.3 If the Member is successful in their election bid, they will be granted a leave without pay for one (1) or more terms, for a period not normally to exceed five (5) years.

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### **33.5 Court and Related Leave**

33.5.1 Upon application to the Member's Unit Head, a Member shall be granted a leave of absence With Pay when the Member

(a) is called for jury duty;

(b) is subpoenaed as a witness; or

(c) is required to attend court as a defendant, respondent, or accused.

33.5.2 A Member who is involved in a legal action commenced by the Member and who intends to be absent in connection with that purpose shall apply to the Dean or University Librarian for a leave of absence with or without pay.

33.5.3 The Dean or University Librarian shall consider the nature of the Member's interest in the legal action, the merits of the action and the duration of the intended absence when deciding whether to grant a leave of absence with or without pay.

### **33.6 Negotiated Leave**

33.6.1 A Member may apply for Negotiated Leave with or without pay, which is intended to provide the Member with the opportunity to be released from some or all of their duties at the University in order to undertake other outside activities. In the case of Adjunct faculty Members, Negotiated Leave is also intended to provide an opportunity to maintain and enhance the quality of their scholarship and teaching.

33.6.2 A Member shall make an application in writing to the Unit Head, stating the reasons for the request, the period and location of the leave, and their proposals for pension and benefits arrangements. With the recommendation of the Unit Head and the Dean, the Provost and Vice-Principal (Academic) or delegate shall make a decision on the application and inform the applicant in writing.

33.6.3 Applications for Negotiated Leave by Adjunct faculty Members which accord with the purposes set out in Article 33.6.1 and which benefit both the Member and the Unit shall be encouraged by Unit Heads. In the case of a successful application by an Adjunct faculty Member for such a leave, the following efforts shall be made to provide the Member with full or partial remuneration:

(a) Unit Heads, with advance notice of an application for a Negotiated Leave by an Adjunct Member, shall plan for such eventualities in order to provide the Member with all or as much as possible of the necessary funding from

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within the Unit;

- (b) Teaching in the Unit shall be allocated and scheduled in a way that facilitates the Member's absence and minimizes loss of income for the Member;
- (c) Members shall have the option of deferring payment for any overload duties they may have undertaken to a later date which could be during a period of leave; and
- (d) Members applying for leave shall be given preferential consideration when applying for the Fund for Scholarly Research and Creative Work under Article 36.2.

33.6.4 Normally, a Negotiated Leave is for up to two (2) years. However, the Provost and Vice-Principal (Academic) or delegate may, on the recommendation of the Dean, extend the leave for a further period where such an extension would not unduly disrupt the activities and obligations of the Department.

33.6.5 Subject to Article 33.3.7.2 and Article 33.2.3.4, a Member who is on any form of unpaid leave may continue their coverage under the group benefits plans (in which the Member is enrolled) by making appropriate arrangements to pay both the Member's and the University's share of the premiums.

33.6.6 By August 30, the University shall provide the Association with a list of all Leaves granted under Article 33.6 and the remuneration, if any, provided by the University to a Member during the period of such a Leave, for the preceding Academic Year.

**ARTICLE 34 - THE OFFICIAL FILE**

**34.1 General**

- 34.1.1 All documents and materials in the possession of the University that relate to the employment status of or the evaluation of the professional performance of, a Member shall be placed in an Official File established for that Member. The Official File shall be the only file used in decisions respecting any and all terms and conditions of employment of a Member, except as provided for in Article 34.4. The documents constituting the Official File shall be the paper or digital originals, or authentic copies thereof.
- 34.1.2 The Official File shall be kept in the Office of the Dean of the Member's Faculty in non-departmental Faculties. In the case of departmentalized Faculties, part of the Official File may be located in the Office of the Dean and the other part in the Office of the Head. Together these two parts of the Official File in departmentalized Faculties shall constitute the Official File. In the case of librarians and archivists, the Official File shall be kept in the Office of the University Librarian. The Official File shall be clearly marked as "confidential".
- 34.1.3 Copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere (e.g., the Office of the Principal, Human Resources) for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential". All restrictions specified in Article 34 that apply to the Official File apply equally to all copies of the files.

**34.2 Contents of the Official File**

- 34.2.1 The Official File of each Member shall contain only material pertaining to the employment of the Member.
- 34.2.2 The documents and materials retained shall include, but are not limited to, materials such as the Member's curriculum vitae, Annual Report to the Dean, university transcripts, letters of application, references, salary and work history, student evaluations, disciplinary letters, assessments, commendatory letters, decisions and recommendations together with reasons arising from personnel decisions, correspondence, curriculum vitae updates, and copies of materials reflecting professional development and achievement.
- 34.2.3 No anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member except as provided in Article 34.2.4 and Article 34.4.3.

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### THE OFFICIAL FILE

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- 34.2.4 Student surveys/evaluations of courses submitted by the University to any decision-maker, hearing, mediation or appeal committee shall be considered part of the Official File provided the survey/evaluation instruments have been approved by the Parties pursuant to Article 29. Notwithstanding Article 34.2.3, numerical data and statistical measures from student surveys/evaluations carried out in accordance with Article 29 shall be placed in the Official File. The University shall ensure that the raw data, whether in paper or electronic form, are provided to the Member affected within ninety (90) days after the deadline for the submission of final marks.
- 34.2.5 The Member shall have the right to have included in their Official File written comments on the accuracy, relevance, meaning or completeness of the contents of the Member's Official File. These comments may include supplementary documents considered relevant by the Member.
- 34.2.6 Members have the right to have removed from their Official Files material that is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 34.2.7 The Member shall make an application in writing to the Head, Dean or University Librarian who shall decide within twenty (20) working days whether in their opinion the impugned material is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 34.2.8 Members shall be informed in writing within thirty (30) working days of any additions to their Official Files of evaluative material, except that Members need not be informed of the addition of routine financial information, QSSETs or other student surveys/evaluations approved by the Parties, and routine file maintenance in the office where the file is maintained. No material shall be deleted from the Official File without the express written permission of the Member.
- 34.2.9 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required
- (a) for official University administrative purposes;
  - (b) for grievance and arbitration purposes;
  - (c) by this Agreement; or
  - (d) by law.

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### **THE OFFICIAL FILE**

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#### **34.3 Access to the Official File**

- 34.3.1 A Member has the right to examine the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Unit Head. If staff are not immediately available to oversee the process, the examination may be delayed to a time specified by the Unit Head, which will normally be before the end of the next business day. A Member may be required to produce identification before access to their Official File is granted. A Member shall not remove their Official File, or parts thereof, from the office where it is held. The Member may be accompanied by a representative of the Association when the Member is reviewing their official file.
- 34.3.2 Members may, upon written request, obtain on a cost-recovery basis a copy of any document in their Official File to which they have a right of examination. For documents that have not been copied to the Member, they shall be entitled to one (1) copy at no cost.
- 34.3.3 At the Member's request, a complete copy of the Official File shall be provided free of cost to the Member in the year in which a Member is preparing a Renewal, Tenure, Continuing Appointment or Promotion application.
- 34.3.4 A record shall be kept of the names of all persons granted access to the Official File together with the date and the reason except for those adding routine financial or administrative information or conducting routine file maintenance as provided for in Article 34.2.8 Such record shall be contained in the Official File.
- 34.3.5 If copies are made of documents in the Official File, a record shall be kept of which documents were copied, and where they were placed. It is understood that the copying of documents containing only routine financial or administrative material is not subject to such recording.
- 34.3.6 Access to the contents of an Official File for Article 34.2.9(d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Provost and Vice-Principal (Academic) or someone designated by her/him in writing. The Provost and Vice-Principal (Academic) or delegate shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by law.

## **ARTICLE 34**

### **THE OFFICIAL FILE**

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#### **34.4 Renewal/Tenure/Promotion (RTP), Renewal, Continuing Appointment and Promotion (RCAP), and Reappointment Assessment Files**

34.4.1 Any files created for RTP, RCAP and reappointment assessment purposes (the "Assessment File" for the purposes of Article 34) shall be deemed to be an annex to the Official File, excluding:

(a) materials specified in 30.9.1(b) and (c) and 31.8.1(b); and

(b) The written decision by the Principal or delegate which shall form part of the Official File upon it being delivered to the Member.

As new documents are created or obtained in the assessment process, they shall be added to the Assessment File. No material shall be included in the Assessment File that does not meet the requirements governing inclusion of material in the Official File as specified in Article 34.

34.4.2 The Assessment File shall be maintained by the academic administrator currently responsible for formulating a recommendation or by their administrative delegate. The academic administrator responsible for formulating a recommendation and their administrative delegate shall be the only persons responsible for the transmission of the documents. Any transmission of the documents shall occur in a secure fashion with explicit instructions that the documents are confidential and should not be further transmitted except in accordance with the process as set out at Articles 30 or 31.

34.4.3 A copy of all solicited letters of reference or assessments shall be placed upon receipt in the Official File of the Member without letterhead and signature(s) block. Only the Dean, University Librarian/University Archivist may retain the complete originals of such letters in a file separate from the Official File. If such a letter is to be used for any purpose other than the evaluation for which it was solicited, the Member shall be advised in writing of the intended use, and they shall be provided with a copy of the letter. The letter shall then be placed in the Member's Official File.

34.4.4 All other assessments concerning the evaluation of a Member shall be in writing, signed and included in the Official File and be made available to the Member.

#### **34.5 Archiving of the Official File**

34.5.1 Members' Official Files shall be archived in accordance with the University's records management schedules following a period of continuous non-appointment at the University.

**ARTICLE 35**  
**MAINTENANCE OF THE SCHOLARLY AND PROFESSIONAL ENVIRONMENT**

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**ARTICLE 35 - MAINTENANCE OF THE SCHOLARLY AND PROFESSIONAL ENVIRONMENT**

**35.1 Provisions Related to Faculty**

- 35.1.1 Subject to available funding, the University shall, during the currency of this Agreement, increase the Full-Time Equivalent of tenure and tenure-track faculty sufficient to decrease the weighted student/faculty ratio (including bridging appointments) as calculated in the Annual Budget Report prepared for the Senate Budget Review Committee.
- 35.1.2 The long-term health of the University requires a critical mass of full-time faculty engaged in teaching and research. The Parties acknowledge that Term Adjunct and Adjunct 1 faculty do not normally satisfy this need, and will take reasonable steps to limit the use of Term Adjunct and Adjunct 1 faculty to the purposes listed in Article 35.1.3.
- 35.1.3 While Term Adjuncts and unpaid Adjunct 1s perform a valuable function at the University, the circumstances under which such appointments are appropriate are limited to one or more of the following:
- (a) To bring expertise to a course that cannot be provided by Members with full-responsibility appointments;
  - (b) To carry out teaching normally carried out by a Member with a full-responsibility appointment who is on leave or Reduced Responsibility appointment, or whose teaching assignment is reduced due to service to the Association or the University;
  - (c) To teach courses that are not staffed due to urgent or unforeseen circumstances;
  - (d) To build cooperation with other organizations and institutions (e.g., to support a faculty member visiting from elsewhere or to integrate members of the professional community into an academic program);
  - (e) To respond to short-term increases in demand for courses that cannot be satisfied within the workloads of Members with full-responsibility appointments;
  - (f) When it has not been determined that a course or group of courses will be offered on a regular annual basis;
  - (g) When the appointment is for a pilot or development project;



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### **MAINTENANCE OF THE SCHOLARLY AND PROFESSIONAL ENVIRONMENT**

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- (h) When the Term Adjunct or Adjunct 1 is a retired Member of the Bargaining Unit;
  - (i) When the Term Adjunct is otherwise employed at the University and is teaching in their area of expertise; or
  - (j) Such other circumstances as may be mutually agreed upon between the Parties.
- 35.1.4 Some teaching is carried out by academic administrators, teaching fellows, clinical faculty, guest speakers, and those visiting professors not included in the Bargaining Unit. Such teaching is not regulated by Article 35.1.3.
- 35.1.5 In every Academic Year, the University shall report to the Association no later than October 1 indicating how many degree-credit courses and sections of degree-credit courses in the preceding Academic Year were taught by each category of Member (Tenured/Tenure-track, Continuing Adjunct, Term Adjunct, Special and Non-renewable) and by categories of non-Members identified in such a way as to explain their exclusion from the Bargaining Unit.
- 35.1.6 For the purposes of Article 35.1.5, a course means an undergraduate or graduate course taught for academic credit.
- 35.1.7 Within the workload of faculty Members are certain core functions that require disciplinary and professional expertise. Depending on the type of appointment, these core functions may include:
  - (a) In accordance with University policies and/or collective agreement(s), determining the subject matter, scope and procedures of the faculty Member's own research programs and/or scholarly and creative activities and, at the faculty Member's discretion, applying for grants to support the faculty Member's research, determining the best methods for assembling and disseminating their research results, and where appropriate, supervising research assistants and laboratory technicians and/or;
  - (b) In accordance with the curricular requirements and norms established by academic units, University policies and/or collective agreement(s) and where appropriate, by accrediting bodies, determining the content of the courses that the faculty Member teaches, the type and frequency of assignments used in those courses, the knowledge and skills to be assessed in those assignments,

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and assessing student work and supervising those individuals specified in Article 1.4(j).

#### **35.2 Provisions Related to Librarians and Archivists**

35.2.1 Within the workload of librarian and archivist Members are certain core functions that require professional expertise. Core functions may be revised from time to time as dictated by technological change in practices within the professions.

35.2.2 The core functions of librarian and archivist Members are described as follows:

- (a) Librarians and archivists are accountable for the operation and management of the University Library and Archives, and as such have primary responsibility for planning and directing the Library's and Archives' budgets, staff, facilities and technological infrastructure, consortial and partnership initiatives, and for leading the Library and Archives strategic planning and goal setting;
- (b) Librarians and archivists, while working in collaboration with all staff in the Library and Archives, have a lead role as mentors, problem-solvers and decision-makers within their Library 'departments' or administrative units; and
- (c) Librarians and archivists set standards and procedures for the provision of services undertaken by the Library and Archives.

35.2.3 Except for short periods, and as a result of exceptional circumstances, the core functions set out in Article 35.2.2 will be assigned only to persons who are professional librarians or archivists who hold appointments per Article 25.1.5 or are specified in Article 1.4 (c) or (d).

35.2.4 While portions of many of the functions listed below could be carried out by others, the complete scope of any of the following functions shall not be carried out by persons who are not professional librarians:

- (a) Initiating and leading the implementation and evaluation of the Library's programs and services;
- (b) Planning library information systems and electronic services development;
- (c) Providing specialized reference assistance and research consultation, and setting standards for the provision of the Library's reference and research services;

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- (d) Designing curricula and delivering instruction to meet the information literacy and learning needs of the Queen's community;
- (e) Developing, assessing and ensuring the preservation of the Libraries' collections; ensuring effective access to these resources through the provision and maintenance of accurate and relevant cataloguing, classification and indexing of library collections;
- (f) Performing original and specialized cataloguing and classification as necessary;
- (g) Conducting inquiry and research to advance librarianship's knowledge-base, not precluding such inquiry and research conducted by Members in other disciplines;
- (h) Providing instruction to and supervision of student interns; and
- (i) Performing outreach activities in the general community and with strategic partners and allies.

35.2.5 While portions of many of the functions listed below could be carried out by others, the complete scope of any of the following functions shall not be carried out by persons who are not professional archivists:

- (a) Initiating and leading the implementation and evaluation of the Archives' programs and services;
- (b) Determining the operational requirements for information systems and electronic services development in the Archives;
- (c) Providing specialized reference assistance and research consultation, and setting standards for the provision of the Archives' reference and research services;
- (d) Performing instruction and training to meet Archives-related research, plus the corporate records management needs of the University community;
- (e) Providing instruction to and supervision of intern students in the Archives;
- (f) Carrying out the development, assessment, and preservation of the Archives' fonds and collections;

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- (g) Setting standard procedures for the selection, acquisition, and provision of access to the Archives' fonds and collections;
- (h) Performing original arrangement and description of unique material in the Archives as necessary;
- (i) Consulting with the University community in the planning, design and support of the implementation of a records-management system within the University;
- (j) Establishing standards for conservation and preservation of the Archives' fonds and collections;
- (k) Performing outreach activities in the general community and with strategic partners and allies; and
- (l) Conducting inquiry and research to advance the knowledge base of the information and preservation sciences, not precluding such inquiry and research conducted by Members in other disciplines.

**ARTICLE 36 - WORKING CONDITIONS**

**36.1 General**

- 36.1.1 Within the framework of institutional resources, the University shall provide adequate facilities and support to enable Members to fulfill their academic responsibilities as defined in Article 15.
- 36.1.2 Inadequacies of facilities and support shall be taken into consideration when assessing the performance of Members. In teaching, it is understood that poor facilities may have an impact upon a Member's performance, and lack of support may increase the effective teaching load associated with a given assignment. In research, Members who require more than the basic resources available on campus (e.g., Library and other information facilities) are encouraged to seek resources from external sources for their activities. The University, in signing any application for such support, commits itself to providing the basic infrastructure for the carrying out of such research. In the event that the basic research infrastructure cannot be provided, it is understood that this may limit the scholarly productivity of the Member.
- 36.1.3 Regular faculty Members shall be provided with private appropriately furnished offices and telephones. While it is recognized that it may not always be possible to provide Adjunct faculty Members with private offices and telephones, every reasonable effort shall be made to provide Continuing Adjunct Members, especially those with a full teaching load and service responsibilities, with such facilities. Furthermore, all Adjunct faculty Members who are expected to be on campus three (3) or more days a week will have an office, which may be shared, unless other working spaces suitable to their function are provided. If, for good reasons, it should prove impossible to provide office space, space for lockable storage of personal property will be provided, as will space for private meetings with students during a reasonable number of scheduled office hours. Librarian and archivist Members shall be provided with telephones and with private appropriately furnished offices unless alternate working space suitable to their function is provided for, after consultation with the Member.
- 36.1.4 Members shall be entitled to free connection from their computers at an on-campus location to the University's computer system that will permit access to e-mail, library resources and services, course management tools and Internet services. For Adjunct faculty Members, this location may be in a private or shared space but shall allow for confidential communication.
- 36.1.5 It is recognized that all Members need to be able to send and receive mail at their University addresses. Postage relating to teaching, administration, and the submission

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of research grant applications shall be provided by the University, while duplication and office supplies for these purposes shall be provided by the Unit. With respect to other aspects of scholarly or creative work, Units shall determine the extent to which they will assist their Members with the cost of related duplicating services, postage, office supplies, secretarial services and computing equipment and services. No Unit may charge Members in excess of cost recovery for such services when they are used to support other aspects of scholarly or creative work. As well, the Unit shall provide any resources agreed to in advance by the Unit Head.

- 36.1.6 All Members shall have reasonable access to the University's Library services, collections, and facilities. Adjunct Members shall have reasonable access to the University's Library services, collections and facilities from the time they accept an offer of employment to up to eight months following the end of their appointment. Library access granted before and following the term of the appointment as set out in the Member's letter of appointment shall be arranged by a letter from the Unit Head to the Library.
- 36.1.7 Electronic University-wide telephone or address directories shall include all Members employed in the Bargaining Unit as soon as practicable after they accept an offer of employment.
- 36.1.8 Members shall be assigned a University e-mail address as soon as practicable after they accept an offer of employment. For Adjunct Members, this e-mail address shall be functional for eight (8) months following the end of the Member's appointment, unless otherwise extended by the Unit Head.
- 36.2 **Fund for Scholarly Research and Creative Work and Professional Development (Adjuncts)**
- 36.2.1 A fund of one hundred and eighty-five thousand dollars (\$185,000) per annum, to be known as the 'Fund for Scholarly Research and Creative Work and Professional Development (Adjuncts)', shall be established. This fund will provide support for scholarly and/or creative work and/or professional development undertaken by eligible Adjunct Members in the form of either:
- (a) a salary stipend; or
  - (b) a grant (provided through a research/professional development account); or
  - (c) a combination of the two.

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- 36.2.2 The Fund shall be administered by a sub-committee of the JCAA.
- 36.2.3 The sub-committee shall determine the frequency of competitions (which shall be held a maximum of three times per year – i.e., May 1 – April 30) and the form and deadlines for application to the Fund.
- 36.2.4 It is the intention of the Parties that the Fund be used to support as many deserving applications as possible.
- 36.2.5 In making awards from the Fund, the sub-committee shall give consideration to the relative merits of proposed applications and projects and to other sources of funding available to the applicant.
- 36.2.6 Adjunct Members may make more than one application in any year but no more than two thousand five hundred (2,500) dollars per year shall be awarded to an Adjunct Member who is teaching one (1.0) or less full course equivalents per year and no more than five thousand (5,000) dollars shall be awarded to an Adjunct Member who is teaching more than one (1.0) full course equivalents per year.
- 36.2.7 Adjunct Members who receive awards from the Fund in the form of salary stipends shall submit a report to the sub-committee of the JCAA on the progress or completion of the scholarly or creative work, or professional development as set out in their applications to the Fund.
- 36.2.8 Post-Doctoral Fellows are not eligible to apply to the Fund for Scholarly Research and Creative Work and Professional Development while holding an appointment as a Post-Doctoral Fellow at Queen's University.
- 36.2.9 Unspent money in the Fund in any fiscal year shall carry-forward in the Fund for disbursement in the subsequent fiscal year.

### 36.3 Professional Expenses

- 36.3.1 The Parties recognize that Members incur professional expenses in order to maintain and enhance their academic and professional competence, and their respective disciplinary or specialist expertise. The University shall reimburse Members (except Term Adjunct faculty Members) for such expenses to the following annual maxima:
- (a) One thousand eight hundred and ninety-three (\$1,893) dollars for 2019-2020.
- (b) One thousand nine hundred and twenty-three (\$1,923) dollars for 2020-2021.

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(c) One thousand nine hundred and sixty (\$1,960) dollars for 2021-2022.

36.3.2 The University shall reimburse Term Adjunct faculty Members for such expenses to the following annual maxima per half (0.5) credit course or equivalent:

(a) Two hundred and seventy (\$270) dollars for 2019-2020.

(b) Two hundred and seventy-four (\$274) dollars for 2020-2021.

(c) Two hundred and seventy-nine (\$279) dollars for 2021-2022.

36.3.3 Members who are on a Reduced Responsibility appointment or a leave pursuant to Article 33 are entitled to full reimbursement as set out above.

36.3.4 If a Member incurs less than the maximum in any year, the balance can be carried forward for two (2) years.

### 36.4 Travel Expenses

36.4.1 Any Member who is required to travel away from the main or west campus for University teaching or administrative purposes shall be reimbursed for travel expenses on the basis of the University's Travel and Expense Reimbursement Policy as amended from time to time and available from the Office of Financial Services or at <https://www.queensu.ca/secretariat/policies/finance/travel-and-expense-reimbursement-policy>.

36.4.2 Subject to Appendix G, a Term Adjunct who, at the time their first appointment commences, resides, and in the case of subsequent appointments, continues to reside more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach, shall be appointed as a commuting adjunct in their letter of appointment and shall be eligible for reimbursement for certain *bona fide* transportation and lodging expenses, set out in Appendix G, incurred because of their travel to the stated location of the course to complete their duties for the University.

36.4.3 A Term Adjunct who converts to a continuing adjunct appointment in accordance with Article 32.5 and who is a commuting adjunct with a FTE of 50% or less when they convert to a Continuing Adjunct appointment, shall continue to be eligible for reimbursement as a commuting adjunct as long as their FTE does not exceed 50% and they continue to reside, more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach. Any Continuing Adjunct who is a commuting adjunct shall be eligible for reimbursement for *bona fide* transportation and lodging expenses, as set



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out below, incurred because of their travel to the stated location of the course that they are appointed to teach to complete their assigned duties for the University.

### **36.5 Teaching Support for Adjuncts**

- 36.5.1 Adjunct Members shall receive the same support (such as markers, teaching assistants, accompanists or other assistants) as is available to tenure-track or tenured faculty in the Unit.
- 36.5.2 Within the constraints of the University's responsibility to make timetabling arrangements for its academic programs in a timely manner and according to the policies and practices established by the University Timetable Committee, the University shall make reasonable attempts to support the requests of an Adjunct Member concerning the scheduling of the Member's teaching.

**ARTICLE 37 – WORKLOAD**

**37.1 Academic Unit Workload Standards**

37.1.1 Throughout Article 37, except Article 37.5, and unless otherwise specified, “Members” means Non-renewable, Special, Continuing Adjunct, Tenure-Track, and Tenured Members.

37.1.2 Each academic Unit must have a Workload Standard that

- (a) Does not conflict with the Collective Agreement, conforms with the provisions of Article 37 and, without limiting the generality of the foregoing, conforms with Articles 37.1.5 and 37.1.6, and only contains materials pertinent to the distribution, assignment and allocation of academic responsibilities of the Unit;
- (b) addresses all academic responsibilities of Members per Article 15;
- (c) ensures that the academic program obligations of the Unit as approved by the Senate can be met;
- (d) ensures that the assignment of scheduled duties of Members in the Unit is carried out as equitably as possible;
- (e) has been reviewed, as ratified, by the subcommittee of JCAA mandated to review Unit workload standards (“Workload Standards Review Subcommittee”);
- (f) has been amended as per any modifications or recommendations made by the Workload Standards Review Subcommittee;
- (g) has been ratified by a majority of Members in the Unit who cast ballots in a ratification vote; and
- (h) has been approved by the Dean.

37.1.3 The Workload Standards Review Subcommittee shall consist of two (2) QUFA representatives and two (2) University representatives.

37.1.4 Unit Workload Standards that have been established in accordance with Article 37, shall be made available to Members through Unit offices and shall be distributed to all new Members.

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37.1.5 A Workload Standard shall, where applicable, stipulate guidelines concerning the following:

- (a) The range of responsibilities required for promotion, tenure and merit;
- (b) Normal teaching load (including preparing/presenting courses, evaluation, academic counseling, curriculum development and revision, supervising academic and teaching assistants, the nature of the course, the course enrollment per instructor, method of instruction, method of evaluation, the role of technology, course level, availability of teaching assistance, and the number of times the course has been taught by a Member);
- (c) Normal supervisory load (including intern, clinical, research, theses and/or other academic supervision of undergraduate and graduate students);
- (d) Normal expectations of the extent of commitment to scholarly/research or other creative work, without stipulating quantity of research work to be produced;
- (e) Normal administrative load;
- (f) Mechanisms for dealing with extraordinary tasks accompanying administrative or other workload; and
- (g) Workload expectations for the diversity of types of appointments and specialized functions within a Department/Unit.

37.1.6 The Workload Standard for each Unit shall

- (a) allow Members, in co-operation with the Unit Head, to arrange their responsibilities in a manner that provides for the most efficient allocation of work and time while allowing the Unit to fulfill its academic program obligations;
- (b) allow Members to see and understand the calculation of their own responsibilities and the responsibilities of their colleagues. To facilitate transparency, the Unit Head shall make available a list of teaching and service duties of all Members as they are being formulated for the following Academic Year, and a summary list of final allocations in the fall for that year;
- (c) distribute responsibilities among Unit Members as equitably as possible, and reflect the need among all tenured and tenure-track Members for research time;

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- (d) integrate teaching with research by providing for the assignment of teaching within a Member's area(s) of research interest and expertise, subject to the Unit's ability to fulfill its academic program obligations; and
- (e) distribute teaching loads as equitably as possible in a manner that encompasses all of the teaching responsibilities undertaken by Members, including classroom teaching, lab teaching and supervision, class and lab preparation, course planning and scheduling graduate supervision, individual project supervision, extracurricular academic student coaching, and student consultation, as applicable for the Unit.

### 37.1.7 With respect to a review by a Unit of its Workload Standard:

- (a) A Unit shall review its Workload Standard by the date that is ten (10) years after the date that the Workload Standard was established, unless Article 37.1.7 (b) or (c) applies. A review as per Article 37.1.7(a) shall be precipitated by an announcement that, at a Unit meeting, the Workload Standard will be reviewed provided that the Unit's normal quorum requirements for such a meeting have been met;
- (b) If a Workload Standard provides for a review within a shorter interval than would result if Article 37.1.7(a) were applied, the timing of the review shall be in accordance with the Workload Standard;
- (c) If one or more of the criteria in Article 37.1.8 applies, the Unit shall review its Workload Standard within a shorter interval than would result if 37.1.7(a) or (b) were applied.

### 37.1.8 A Unit shall review its Workload Standard after a shorter interval if, in the view of the Dean or in the view of a majority of Members who cast ballots, one or more of the following applies:

- (a) There has been a significant change in the resources of the Unit;
- (b) There has been a significant change in the academic program obligations of the Unit;
- (c) The current Workload Standard does not adequately lead to a fair allocation of workload in the Unit and/or a fair balance between scheduled and unscheduled duties.

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- 37.1.9 Where the Unit deems that no changes to the Workload Standard are necessary after a review as per Article 37.1.7(a), the existing Workload Standard shall be ratified through the process outlined in Article 37.6.
- 37.1.10 A proposal for the Unit's original Workload Standard and any proposed alteration of an existing Workload Standard as a result of a review shall be formulated by a committee of Members in the Unit and elected by the Unit. The Unit Head shall not be a member of the committee. This Workload Committee shall conduct any review initiated under Article 37.1.7. The Committee shall invite the Unit Head to inform it on the academic program obligations of the Unit, and/or resources of the Unit and any other relevant matters.
- 37.1.11 The Committee may consider any matter relevant to workload issues in formulating a proposed Workload Standard including but not limited to
- (a) the academic program obligations of the Unit;
  - (b) past practices in the Unit;
  - (c) the Workload Standard established in other cognate disciplines at Queen's University with similar academic obligations; and
  - (d) the workload practices followed in similar disciplines at other universities.
- 37.1.12 The proposed Workload Standard shall be ratified through the process outlined in Article 37.6.
- 37.1.13 When the process contemplated in Article 37 has been followed, the Dean shall accept a ratified Workload Standard provided that it permits the Unit to fulfill its academic program obligations. If the Dean rejects the ratified Workload Standard, the response under Article 37.1.12 shall
- (a) explain in writing how the proposed Workload Standard does not allow the Unit to fulfill its academic program obligations; and
  - (b) indicate in writing what changes to the academic obligations and/or resources of the Unit and/or the ratified Workload Standard would be necessary to allow the Unit to fulfill its academic program obligations.
- 37.1.14 If the Dean has rejected a ratified Workload Standard in accordance with Article 37.1.13, the Dean shall meet with the Committee to address their concerns and endeavor to

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come to an agreement on an acceptable Workload Standard. This meeting shall address only those matters relevant to whether the Workload Standard permits the Unit to fulfill its academic program obligations. Any agreement reached between the Committee and the Dean that changes the ratified Workload Standard is subject to approval by a majority of Members who cast secret ballots in a ratification vote.

37.1.15 Until a new Workload Standard is established in accordance with Article 37.1.7 through Article 37.1.14, the previous Workload Standard shall continue to apply.

37.1.16 A Workload Standard that has not been established in accordance with the process outlined in Article 37 is of no force or effect. To the extent that a Workload Standard conflicts with the Collective Agreement, a statute, or any applicable law, it is without force or effect to the extent of such conflict.

37.1.17A Dean shall provide a copy of any new or updated Workload Standard that has been established to the Association and the Faculty Relations Office within two (2) weeks of its establishment.

### 37.2 **Assignment of Teaching and Service Duties for Faculty**

37.2.1 In conformity with the Workload Standard for the Unit, Members working on a full-time basis shall carry out an appropriate combination of duties as described in Article 15, to a total of one (1) full-time equivalent (FTE) of duties. Members working on a reduced responsibility basis shall carry out an appropriate fraction of FTE duties. Members appointed to perform specific tasks shall not be assigned workload obligations beyond those expected for the full completion of those specific tasks.

37.2.2 Teaching and service duties are assigned to a Member by the Unit Head as part of the Member's workload. While time can be allocated for research, scholarly or creative work, specific research or creative tasks or areas shall not be assigned. In the assignment of teaching and service duties, continuing responsibilities for previously accepted service and/or teaching duties shall be taken into account, and care must be taken to ensure that the balance of scheduled and non-scheduled duties affords adequate opportunity for each Member to participate fully in all aspects of their career as outlined in Article 15.

37.2.3 A Member's workload shall be assigned by the Unit Head in accordance with the Workload Standard for the Unit. After consultation with the Member, the Member shall be offered an initial workload proposal in writing by April 15. The Unit Head and the Member shall use their best efforts to reach agreement on the workload assignment.

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The Unit Head shall provide the Member with the Member's workload in writing for the September 1 to August 31 period normally by the preceding May 30.

- 37.2.4 Provided the program obligations of the Unit can be met, Members may carry a "credit" or "debit" balance in teaching duties by teaching more or less than the normal load described in the Unit's Workload Standard as long as their total load over a five-year period is consistent with the Workload Standard. The Unit Head shall maintain and make available to Members a list of the running balances of Members in the Unit.
- 37.2.5 Creative ways to arrange teaching assignments, such as team teaching (two or more Members teaching different parts of the same course) and doubling-up (one Member teaching more than one section of the same subject at the same time) shall be encouraged and may be supported by the Unit Head provided the program obligations of the Unit can be met, and the teaching credit assigned shall be measured by the proportion of classroom teaching assumed by the Member without reference to whether it is organized in one of these ways.
- 37.2.6 In assigning teaching and service activities, the Unit Head shall
- (a) assign a less-than-typical load of both teaching and service duties during the first year of a Member's Initial Tenure-track appointment. Normally, a less than-typical combined load of teaching and service duties should continue for the entire Initial Tenure-track appointment; and
  - (b) only assign teaching duties to Members for two (2) four- (4-) month periods during each Academic Year, except in the event of an unforeseen and urgent situation, in which case Members may agree to accept additional teaching duties and for which the Members shall be compensated by either an overload payment or a corresponding reduction of workload in a following Academic Year.
- 37.2.7 Notwithstanding Article 37.2.6(b), Members in the School of Rehabilitation Therapy may have a minimum of five (5) months per Academic Year without assigned teaching duties, at least three (3) months of which shall be consecutive, if the Director determines that it is not practical to provide four consecutive months without assigned teaching duties. Members who have teaching duties assigned under these circumstances shall not be eligible for additional compensation by an overload payment or a corresponding reduction of workload in any subsequent Academic Year due to the assignment.
- 37.2.8 Within the constraints of its responsibility to make timetabling arrangements for its academic programs in a timely manner and in accordance with the policies and practices

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established by the University Timetable Committee (as described in Article 37.3), the University acknowledges that: it is subject to the Human Rights Code (including non-discrimination in employment on prohibited grounds and a duty to accommodate) in connection with a Member's request concerning the scheduling of their teaching; and, it will make a reasonable effort to support a Member's request regarding scheduling based on the Member's research responsibilities or other Academic Responsibilities, or because the Member is a member of an "equity-seeking group"(as defined in Article 24.1.2 of the Agreement) for whom timetabling poses a barrier.

- 37.2.9 Except in special or well-established circumstances, no Member shall be required to teach outside the normal teaching day established and approved by the Senate, although Members may elect to do so.
- 37.2.10 The University will make a reasonable effort to assign and schedule teaching responsibilities in a manner that provides each Member with one day each week in each Academic Term that is free of teaching and administrative responsibilities in order to be able to concentrate on research activities.
- 37.2.11 When unforeseen events occur after the workloads have been assigned which require alterations in assigned workloads to meet the obligations of the Unit, the Unit Head shall make all reasonable efforts to re-arrange workloads with the consent of the Members. If the Unit Head cannot make such a re-arrangement, the workload assignment of a Member may be altered without the Member's consent, so long as the Unit Head makes a reasonable choice from the pool of qualified Members, with due regard to the circumstances and commitments of those Members.
- 37.2.12 If a course is cancelled, the assigned teaching load of a Member can be adjusted, so long as it does not increase the Member's total teaching load within the Unit's planning cycle. The Unit's planning cycle for this purpose can be up to five (5) years, as set out in the Workload Standard.

### 37.3 **University Timetable Committee**

- 37.3.1 The responsibility for developing and recommending academic policies and procedures required to realize an effective and efficient academic program for scheduling classrooms and the undergraduate curriculum, and where appropriate, graduate programs is assigned to the University Timetable Committee. The Terms of Reference of the Committee are attached as Appendix H.
- 37.3.2 The University Timetable Committee shall comprise the following:



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- 1 Dean or Associate Dean
- 6 faculty Members, including one Term Adjunct
- The University Registrar (or designate)
- 2 Support Staff
- 1 Student

The Committee shall be appointed by the Provost and Vice-Principal (Academic) or delegate, and the Provost and Vice- Principal (Academic) or delegate shall select the Chair (who is a Dean, Associate Dean or Member and who is a voting member of the Committee). The Association shall have the right to nominate two (2) of the six (6) faculty Members to the Committee.

- 37.3.3 The Parties recognize that from time to time it may be necessary and appropriate to change the timetabling system. These changes will be consistent with the principles outlined in the Memorandum of Understanding, attached as Appendix I.
- 37.3.4 The Association shall be informed of any proposals for significant changes to the system of timetabling that arise from the recommendations of the University Timetable Committee.
- 37.3.5 The Association shall be entitled to membership on any committee or group set up to adjudicate conflicts in timetabling and room allocation.

### 37.4 **Temporary Changes to Regular Teaching Load**

- 37.4.1 Members may request or agree to teach courses in addition to their appropriate teaching load within a Unit, but shall not be required to do so.
- 37.4.2 Members teaching additional courses are entitled to a reduction in other components of workload, or a reduction in teaching load in a subsequent Academic Year in accordance with Article 37.2.4, or an overload payment.
- 37.4.3 In the case of Continuing Adjuncts, Unit Heads shall normally offer to them as overload on a preferential basis those available courses or services
  - (a) that they have previously undertaken with success;
  - (b) that fit their schedules; and
  - (c) in which the Member has expressed an interest,

provided that these courses or services are not being re-assigned to another Tenure track/Tenured or Continuing Adjunct faculty Member, or to a graduate student or a recent

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graduate student of the University, or to a post-doctoral fellow as part of an established practice within the Unit to provide such students and fellows with teaching experience.

- 37.4.4 A Member, normally with a Tenured or Continuing Adjunct appointment, may request and may be granted a period of reduced teaching responsibility in order to allow the Member to concentrate on their research or for other professional activities benefiting both the Member and the University. If a period of reduced teaching responsibility cannot be realized through rescheduling the Member's duties, a Member may apply for a period of reduced teaching responsibility with a reduction in salary equivalent to the cost of replacement teaching.
- 37.4.5 A Member seeking a period of reduced teaching responsibility, with a reduction in salary equivalent to the cost of replacement teaching, shall apply in writing to the Dean (through the Department Head in a departmentalized faculty) ordinarily at least six (6) months in advance of the Academic Term for which a reduction is requested, in order to allow for adequate planning in the Department or Unit. The written request shall contain the reasons for the request, including a description of the research activity and an expected completion date or, if the request is to concentrate on other professional activities, a description of those activities and how those activities shall benefit both the Member and University.
- 37.4.6 The Department Head (in departmentalized faculties) shall submit the written request, along with their recommendation to the Dean within ten (10) Working Days of receiving a Member's written request made pursuant to Article 37.4.5. The Dean shall consider the request taking into account the reasons for the request, the academic obligations of the Faculty or Department, the recommendation of the Head (in departmentalized faculties), the availability and cost of replacement teaching, and any other relevant factors. If the Dean will not be recommending approval of the request to the Provost and Vice-Principal (Academic), they shall advise the Member and the Department Head in writing of the reasons for the decision within ten (10) Working Days of receiving the written request from the Department Head. If the Dean is recommending approval of the request, they shall forward the request, along with their written recommendation to the Provost and Vice-Principal (Academic) for a decision within ten (10) Working Days of receiving the request from the Department Head. The Provost and Vice-Principal (Academic) shall review the request taking into account the above factors and advise the Member of the decision in writing within 30 (thirty) days of receiving the Dean's written recommendation. In considering such requests, the Head (in departmentalized faculties), Dean and the Provost and Vice-Principal (Academic) shall not weigh or distinguish between requests on the basis of whether the Member has or has not obtained a research grant from an outside source, or whether that grant includes or does not include funding for replacement teaching.

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- 37.4.7 A period of reduced teaching responsibility shall not exceed two (2) consecutive Academic Years.
- 37.4.8 Normally, a total buyout of teaching shall not be permitted. However, in exceptional circumstances a Dean may recommend and the Provost and Vice-Principal (Academic) may grant such a request.
- 37.4.9 A Member's eligibility for Academic Leave shall not be affected by a temporary period of reduced teaching responsibility.
- 37.4.10 A Member's type of appointment shall not be changed because of a period of reduced teaching responsibility.

### 37.5 Librarian and Archivist Workload

- 37.5.1 The workload of librarian and archivist Members is governed by the principles of Articles 37.1.2. Furthermore, it is recognized that librarian and archivist Members have a fixed number of scheduled hours of work, and it is expected that the work of the librarian or archivist Member shall normally be accomplished within the scheduled periods.
- 37.5.2 A proposed Workload Standard for the Library and Archives shall be formulated by a Workload Committee established within the Library and Archives. The Committee shall be composed of six (6) members, three (3) to be selected by the University Librarian and three (3) to be librarian and archivist Members elected by the librarian and archivist Members. The University Librarian and Associate University Librarians shall not be members of the Committee. The Committee shall consult with Members in the Library and Archives regarding the development of a proposed Workload Standard and the draft Workload Standard shall be ratified through the process outlined in Article 37.6.
- 37.5.3 Articles 37.1.9, 37.1.10, 37.1.12, 37.1.15 and 37.1.16 shall apply to librarian and archivist Members, *mutatis mutandis*.
- 37.5.4 The University Librarian shall accept a ratified Workload Standard, provided that it permits the Library and Archives to meet its obligations to develop and provide services. If the University Librarian rejects the ratified Workload Standard, they shall, within six (6) weeks of receiving the ratified Workload Standard from the Workload Committee:
- (a) explain in writing how the proposed Workload Standard does not allow the Unit to meet its obligations to develop and provide services; and
  - (b) indicate in writing what changes to the obligations and/or resources of the Library and Archives and/or the ratified Workload Standard would be

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necessary to allow the Library and Archives to meet its obligations to develop and provide services.

- 37.5.5 If the University Librarian has rejected a ratified Workload Standard in accordance with Article 37.5.4, the University Librarian shall meet with the Committee to address their concerns and endeavour to come to an agreement on an acceptable Workload Standard. This meeting shall address only those matters relevant to whether the Workload Standard permits the Unit to meet its obligations to develop and provide services. Any agreement reached between the Committee and the University Librarian that changes the ratified Workload Standard is subject to approval by a majority of Members who cast secret ballots in a ratification vote.
- 37.5.6 A Librarian and Archivist Workload Standard shall be made available to Members and shall be distributed to all new Members.
- 37.5.7 A Librarian and Archivist Workload Standard shall, where applicable, stipulate guidelines concerning the following:
- (a) The range of responsibilities required for promotion, Continuing Appointment and merit;
  - (b) Normal expectations with regard to the provision of services (including: instruction and research services; collection development and management; organization and management of bibliographic access to library collections; information technology development, application and management; and research and preparatory work required to conduct these activities);
  - (c) Normal supervisory load (including supervision of staff and service activities);
  - (d) Normal administrative load for Library 'department' heads (including development and management of library services, operations, staff and financial resources);
  - (e) Normal expectations for those serving as leaders of working groups or other groups or initiatives; and
  - (f) Mechanisms for dealing with extraordinary tasks accompanying administrative or other workloads.
- 37.5.8 A librarian or archivist Workload Standard shall

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- (a) allow Members, in cooperation with the University Librarian (or delegate), to arrange their responsibilities in a manner that provides for the most efficient allocation of work and time while allowing the Unit to fulfill its academic program obligations;
- (b) allow Members to see and understand the assignment of their own responsibilities and the responsibilities of their colleagues; and
- (c) distribute responsibilities among librarian and archivist Members as equitably as possible.

37.5.9 The duties for each librarian or archivist Member shall be assigned in writing by the University Librarian (or delegate) in accordance with the Workload Standard for the Library and Archives, after consultation with the Member. Members should have a reasonable period of time to respond to an initial proposal. The University Librarian (or delegate) and the Member shall use their best efforts to reach agreement on the workload assignment. Each Member's annual assigned duties shall be confirmed in writing by the University Librarian (or delegate) annually by May 31. In urgent and unforeseen circumstances which require changes in workloads to become effective more quickly, the University Librarian (or delegate) shall make all reasonable efforts to re-arrange duties with the consent of the Member or group of Members affected, and shall only make such alteration without the consent of a Member if the efforts to re-arrange with consent have failed.

37.5.10 Members shall be allowed time during normal working hours for professional development (including scholarly activity associated with maintaining competence) provided that the timing of such activity can be realized within the obligations of the Unit and does not unduly affect the performance of assigned duties. The equivalent of twenty-four (24) days per year shall be allocated for professional development. Members seeking allocation of additional time during normal working hours for scholarly activity related to specific projects should request such allocation from the University Librarian, who shall accord such allocation as warranted by the project.

37.5.11 Members may request or agree to accept responsibilities within the Library and Archives in addition to the normal workload, but shall not be required to do so. Members accepting such additional responsibilities are entitled to a reduction in other components of the workload, or an appropriate stipend, or both.

37.5.12 With respect to a review of the Workload Standard for the Library and Archives:

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- (a) The Library and Archives shall review its Workload Standard by the date that is ten (10) years after the date that the Workload Standard was established, unless Article 37.5.12(b) or (c) applies. A review as per Article 37.5.12(a) shall be precipitated by an announcement that, at a Library and Archives meeting, the Workload Standard will be reviewed provided that the Library and Archives normal quorum requirements for such a meeting have been met;
- (b) If the Workload Standard provides for a review within a shorter interval than would result if Article 37.5.12(a) were applied, the timing of the review shall be in accordance with the Workload Standard;
- (c) If one or more of the criteria in Article 37.5.132 applies, the Library and Archives shall review its Workload Standard within a shorter interval than would result if 37.5.12(a) or (b) were applied.

37.5.13 The Library and Archives shall review its Workload Standard after a shorter interval if, in the view of the University Librarian or a majority of librarian and archivist Members who cast secret ballots in a ratification vote, one or more of the following applies:

- (a) There has been a significant change in the resources of the Library and Archives;
- (b) There has been a significant change in the service obligations of the Library and Archives;
- (c) The current workload does not adequately lead to a fair allocation of workload in the Library and Archives and/or a fair balance between scheduled and unscheduled duties.

37.5.14 Where the Library and Archives deems that no changes to the Workload Standard are necessary, after a review as per 37.5.13(a), the existing Workload Standard shall be ratified through the process outlined in Article 37.6.

37.5.15 Until a new Workload Standard for the Library and Archives is established in accordance with Article 37.5.2, 37.5.4, 37.5.5, 37.5.12, 37.5.13 and 37.5.14, the previous Workload Standard shall continue to apply.

37.5.16 A review mandated by 37.5.13 or 37.5.14 shall be conducted by a Workload Committee formed pursuant to Article 37.5.2.

37.5.17 The University Librarian shall provide a copy of any new or updated Workload standard

## **ARTICLE 37 WORKLOAD**

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that has been established to the Association and the Faculty Relations Office within two (2) weeks of its establishment.

### **37.6 Workload Standard Review and Ratification Process**

- 37.6.1 Unit or Library and Archives Workload Committees shall submit their draft Workload Standard for review to the Workload Standard Review Subcommittee prior to a ratification vote as per Article 37.6.2 (a) and (b) to ensure that the proposed standard does not conflict with the Collective Agreement and conforms with Article 37.

The Subcommittee shall review the draft Workload Standard and make such modifications or recommendations necessary to ensure that the proposed standard does not conflict with the Collective Agreement and conforms with Article 37. The Subcommittee shall normally complete its review within eight (8) weeks of receiving a draft Workload Standard.

- 37.6.2 The Unit or Library and Archives Workload Committee shall follow the process as outlined when conducting a Workload Standard review and ratification

- (a) The proposed or existing Workload Standard shall be ratified by a majority of Members who cast secret ballots in a ratification vote.
- (b) The Unit or Library and Archives Workload Committee shall notify the Unit Head (in a departmentalized faculty), Dean (in a non-departmentalized faculty) or the University Librarian about the outcome of the vote.
- (c) The Unit or Library and Archives Workload Committee shall provide a copy of the ratified Workload Standard to the Workload Standards Review Subcommittee within two (2) weeks of its ratification.
- (d) The Subcommittee shall review the ratified Workload Standard and make such modifications or recommendations necessary to ensure that the proposed standard does not conflict with the Collective Agreement and conforms with Article 37. The Subcommittee shall normally complete its review within eight (8) weeks of receiving a ratified Workload Standard.
- (e) Following its review, the Subcommittee shall deliver the Workload Standard to the Unit's Workload Committee, copying the Dean or University Librarian.
  - (i) If the Subcommittee has made no modifications or recommendations the Unit's Workload Committee shall provide a copy of the document that was

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reviewed by the Subcommittee, as a ratified Workload Standard, to the Dean or University Librarian who shall respond, in accordance with Article 37.1.13 or 37.5.4 within six (6) weeks of receiving the ratified Workload Standard from the Committee.

- (ii) If the Subcommittee has made modifications or recommendations, the Unit's Workload Committee will amend the document in accordance with the mandated modifications and recommendations of the Subcommittee, and hold a ratification vote as per Article 37.6.2 (a) and (b), and following ratification shall provide a copy of the Workload Standard to the Dean or University Librarian as per Article 37.6.2 (e) (i).



**ARTICLE 38 - FINANCIAL EXIGENCY**

**38.1 General**

- 38.1.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom.

**38.2 Layoff for Budgetary Reasons**

- 38.2.1 Tenured or Tenure-track Members, Continuing Adjunct Members, and Librarian/Archivist Members on Continuing or Continuing-track appointments

- (a) shall be laid off only during a state of financial exigency;
- (b) shall not be laid off until efforts have been exhausted to alleviate the financial crisis by economies in all other segments of the budget and all reasonable means of improving the University's revenues have been exhausted; and
- (c) shall not unilaterally be terminated, dismissed, suspended, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment on account of budgetary reasons.

**38.3 State of Financial Exigency**

- 38.3.1 A state of financial exigency occurs when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University. The expectation of short-term deficits is not a state of financial exigency and can be dealt with by short-term deficit financing and/or the sale of real property, wheresoever situated, not essential to the academic function of the University.
- 38.3.2 When the Principal determines that financial concerns in the University are severe enough that a state of financial exigency leading to layoff may exist, the Principal shall give written notice thereof to the Board and the Association. As of the date of such notice the procedures specified in this Article shall apply.
- 38.3.3 Within five (5) working days from the date the Principal gives notice under Article 38.3.2 the University shall forward to the Association the financial documentation upon which the Principal's concerns were based.

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#### 38.4 Financial Commission

- 38.4.1 Within fifteen (15) days of the notice specified under Article 38.3.2, the Parties shall establish the Financial Commission described in Article 38.4.2 and the Financial Commission shall begin meeting to consider the possible state of financial exigency and whether to
- (a) confirm it; or
  - (b) reject it.
- 38.4.2 The Financial Commission shall comprise five (5) members mutually agreed to by the Parties. If the Parties cannot agree on the members, an arbitrator from Appendix C shall be asked to determine the composition of the Commission. The Parties shall share equally the costs associated with engaging the arbitrator for this purpose. At the first meeting of the Commission, the Commission members shall select a chair from amongst themselves.
- 38.4.3 The cost of the Financial Commission established under this Article shall be borne by the University.
- 38.4.4 The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists within the meaning of this Article. Any information provided to the Financial Commission shall be provided to the Association.
- 38.4.5 The Financial Commission shall invite and consider submissions on the University's financial condition. *Inter alia*, it shall consider
- (a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a *bona fide* budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) fiscal years;
  - (b) whether in view of the primacy of academic goals at the University, the reduction of academic staff is a reasonable type of cost-saving;
  - (c) whether all reasonable means of achieving cost saving in other areas of the University budget, including the administrative area, (and including borrowing,

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deficit financing, and the sale of real property, wherever situated, not essential to the academic function) have been explored and taken into account;

- (d) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- (e) whether every effort has been made to secure further assistance from the provincial government;
- (f) whether enrolment projections are consistent with the proposed academic staff complement;
- (g) whether all means of reducing the academic staff complement including voluntary retirement, voluntary resignation, voluntary reduction of appointment, and other appropriate voluntary reductions, have been exhausted; and
- (h) whatever other matters the Commission considers relevant.

The Financial Commission shall inquire into and answer each of (a) through (g) above, as well as any other specific questions stipulated under (h).

- 38.4.6 The Financial Commission shall conduct its inquiries, including receiving the submissions of the University and the Association, within sixty (60) days of its appointment and shall report within fourteen (14) days after that. If the Commission cannot complete its report within that time, it shall advise the Parties of the reasons for the delay and shall be afforded an additional fifteen (15) days to report. If the Commission finds that a state of financial exigency does not exist, no notice under Article 38.3.2 can be given for at least twelve (12) months. If the Commission finds that a state of financial exigency does exist, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members. Any reduction in the budgetary allocation for academic salaries and benefits may be made conditional upon the further exploration of specific alternative cost-saving measures by the University, and the Commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives. After receipt of the report of the Financial Commission, the Parties shall meet and confer with respect to its implications.
- 38.4.7 Pursuant to the report of the Financial Commission, the Board of Trustees may reduce the budgetary allocation for salaries and benefits of Members by laying off Members, but such reduction shall not exceed the amount of the reduction specified by the Commission. The University must continue to offer all forms of voluntary reduction and

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redeployment options offered within the previous twelve (12) months in an effort to reduce the extent of layoffs, until the notices under Article 38.5.7 are given.

#### 38.5 **Committee to Select Members for Layoff**

38.5.1 The reduction of the academic staff complement shall be implemented by a committee created for the purposes of selecting Members for layoff. This Committee shall consist of five (5) members: the Provost and Vice-Principal (Academic) or delegate; two (2) members nominated by the Association; one (1) member nominated by the Board; and one (1) member nominated by the Senate. The Committee shall elect its chair from among its members. The chair shall be a voting member of the Committee.

38.5.2 Notwithstanding any rights of reappointment, Members who hold limited-term appointments shall not be reappointed at the end of their current appointment. If this does not, or will not, produce the required budgetary reduction within two (2) years, the Committee shall review the Official Files of each Tenured and Tenure-track faculty Member, each Continuing Adjunct faculty Member and each Continuing and Continuing-track librarian/archivist Member and apply the scoring matrix determined in Article 38.5.3 to each Member. The time limit for applying this scoring matrix shall be agreed by the Parties on recommendation of the Joint Committee on the Administration of the Agreement (JCAA) and, if the JCAA cannot reach a recommendation agreeable to the Parties, the Financial Commission shall decide the time limit. Thereafter the Committee shall determine a threshold score above which Members are not at risk of being, and cannot subsequently be, laid off. The Committee shall advise each Member scored below the threshold score.

38.5.3 A scoring scheme shall be developed by the JCAA and submitted to the Parties for approval. The scheme shall distribute scores across the following matrix of factors:

- (a) Performance as a teacher during the most recent three (3) full academic years (not including leaves);
- (b) Research, scholarly or creative contributions over the academic career;
- (c) Service to the University community;
- (d) Length of service at Queen's;
- (e) Tenure;
- (f) The need to meet institutional equity goals;

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### **FINANCIAL EXIGENCY**

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(g) Potential for future teaching and research contributions; and

(h) The need to balance the impact of layoffs on the University's programs.

- 38.5.4 The JCAA shall also develop an appropriate scoring scheme for Continuing Adjunct faculty and librarians/archivist Members based on an analogous matrix. The JCAA shall retain, at the University's expense, relevant experts, agreeable to both Parties to advise the JCAA on fair and equitable scoring mechanisms.
- 38.5.5 If the JCAA cannot produce a scoring scheme agreeable to the Parties during the currency of this Agreement, and a state of financial exigency is declared, the Financial Commission shall establish a scoring scheme for layoff purposes consistent with the factors and principles set out above.
- 38.5.6 The scoring schemes shall give fair credit for competent service and merit and shall mitigate the impact of layoffs on programs. For faculty Members, teaching and research contributions shall have equal weight and service contributions shall have a lesser weight.
- 38.5.7 On the basis of the scoring scheme, the Committee shall compile a list of Members who may be subject to layoff. Each Member on the list shall be advised in writing that they may be subject to layoff and that they have a brief opportunity to be heard and submit any written material with respect to the relevant criteria and point allocation. The time limit for providing this notice and hearing to the Member shall be set by the Financial Commission.
- 38.5.8 To the extent permitted by law, such Members can obtain from the Committee the scoring decision and data of up to ten (10) other named Members for the purpose of comparison and argument. The Members shall keep in confidence the scoring decisions and data of other named Members.
- 38.5.9 The Committee shall determine the final point allocations and select those Members who will be laid off in order beginning with the lowest point allocations.
- 38.5.10 Those Members selected for layoff under this procedure shall be provided with written notice of the reasons for their selection.
- 38.5.11 Members who are selected for layoff pursuant to Article 38.5.9 may grieve their selection (under Article 19) on the grounds of procedural error or a material bias of the Committee as a whole, as well as on the grounds that the Committee as a whole has applied the criteria for layoff in a manner that is patently unreasonable or contrary to this Agreement.

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The right to grieve does not include the right to challenge the validity of the state of financial exigency or the scoring scheme approved by the Parties pursuant to Article 38.5.3.

#### **38.6 Options and Entitlements for Members Selected for Layoff**

38.6.1 Members who are selected for layoff pursuant to Article 38.5 may choose either (a) Option 1 or (b) Option 2 below:

(a) Option 1 - Layoff with Recall Rights

(i) The University shall provide in writing to the Member at least ten (10) months working notice of the proposed date of layoff, which shall be the last day of June, or the Member's Regular Salary in lieu thereof; and

(ii) The Member shall have recall rights as set out in Article 38.7.

(b) Option 2 – Severance

(i) The University shall provide in writing to the Member at least ten (10) months working notice of the proposed date of layoff, which shall be the last day of June, or the Member's Regular Salary in lieu thereof; and

(ii) In lieu of recall rights, the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service in the University, subject to a maximum of twenty-four (24) months and a minimum of twelve (12) months for tenured or continuing Members and a minimum of six (6) months for all other Members.

38.6.2 All payments under Article 38.6.1 shall be based on the Member's Regular Salary.

38.6.3 Members who have received working notice under Article 38.6.1 shall continue to be eligible for all benefits during the period of the working notice.

38.6.4 Members who have received pay in lieu of notice under Article 38.6.1 shall continue to be eligible for all benefits for the period following their last day of regular work upon which the pay in lieu of notice is based and in any event for at least ten (10) months.

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### **FINANCIAL EXIGENCY**

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38.6.5 Layoff or severance pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

#### **38.7 Recall Rights**

38.7.1 Members who have selected Option 1 under Article 38.6.1(a) and are laid off shall have, for a period of three (3) years from their last day of regular work, a right of first refusal for any post in their former Unit, unless the University can demonstrate that the post is so specialized that it cannot be filled by the laid-off Member or by a rearrangement of the duties of other Members of the same Unit. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which they are qualified, including administrative positions. Disputes arising out of these recall procedures may be resolved as a grievance under Article 19.

38.7.2 Members who are recalled pursuant to Article 38.7.1 shall have up to two (2) months to accept such a recall offer, and up to twelve (12) further months to terminate alternative employment and take up the offered post.

38.7.3 Each Member who is recalled to an area or post other than within their original discipline shall, for a period of three (3) years from their last day of regular work, retain a right of first refusal for any opening for which they are qualified in their original discipline.

38.7.4 Members who selected Option 1 under Article 38.6.1(a) and are laid off shall enjoy full access to scholarly facilities, including office and, where appropriate, laboratory space, and library and computer services until alternative full-time employment is secured, or their recall rights expire, whichever first occurs.

38.7.5 Throughout the period during which the Member is eligible for recall, the University shall maintain, at the Member's expense, all insurance coverage for which the Member is entitled as of their last day of regular work, until the Member has secured alternative full-time employment.

38.7.6 At the conclusion of the period during which the Member is eligible for recall, if the Member has not been recalled, the Member shall receive severance pay calculated in accordance with Article 38.6.1(b).

**ARTICLE 39  
CLOSURE OF AN ACADEMIC PROGRAM OR UNIT  
FOR ACADEMIC REASONS**

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**ARTICLE 39 - CLOSURE OF AN ACADEMIC PROGRAM OR UNIT FOR ACADEMIC REASONS**

- 39.1 This Article applies only when there is a non-trivial risk of closure of an academic Program or Unit arising from concerns about academic quality, relevance or enrolment which may result in the layoff of one (1) or more Members or the non-voluntary redeployment of one (1) or more Members. Redeployment of a Member includes any situation in which any transfer, merger or restructuring may result in requiring a Member to teach in an area for which the Member has neither training nor experience, or that may significantly impair a Member's ability to pursue scholarly or creative work within the Member's discipline or area of specialization.
- 39.2 If a risk of closure exists, the Principal shall request, in writing, that the Senate consider whether the academic Program or Unit at risk of closure should be closed because of concerns about academic quality, relevance or enrolment. The request must be accompanied by a brief that explains the nature of the Principal's concerns and includes the relevant data or information in the Principal's hands that motivated the request. The request must be delivered to the Senate at least four (4) weeks prior to any consideration of the request. At the same time, copies must be delivered to the Unit, the relevant Dean and/or Unit Head and the Association.
- 39.3 A majority resolution of the Senate may also trigger a consideration of whether an academic Program or Unit should be closed because of concerns about academic quality, relevance or enrolment so long as notice of the resolution is given to the Unit, the relevant Dean and/or Unit Head, and the Association, at least four (4) weeks prior to its consideration.
- 39.4 If the Senate is requested to consider whether an academic Program or Unit should be closed for reasons arising from concerns about academic quality, relevance or enrolment pursuant to either Article 39.2 or Article 39.3, it shall within fifteen (15) days establish an Academic Review Committee consisting of five (5) members: the Provost and Vice-Principal (Academic) or delegate, two (2) members nominated by the Association, one (1) member nominated by the Board and one (1) member nominated by the Senate. The Committee shall select its own Chair. The Chair shall be a voting member of the Committee. The Committee members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the Committee shall be a member of the Program or Unit in question.
- 39.5 The University shall make available all relevant data and information to the Committee, and shall provide it with appropriate and essential resources.



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**CLOSURE OF AN ACADEMIC PROGRAM OR UNIT**  
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- 39.6 The Academic Review Committee shall submit its report within sixty-five (65) days of its appointment. The report may contain dissenting views of no more than two (2) members in whole or in part, or in respect of any specific issue.
- 39.7 The report shall address all arguments relevant to the academic quality, relevance or enrolment of the Program or Unit.
- 39.8 The report shall be delivered to the Senate and to the Unit, the relevant Dean and/or Unit Head, and the Association. The Unit, the relevant Dean and/or Unit Head, and the Association shall have six (6) weeks to consider the report and deliver a response in writing to the Senate. After considering the report and any responses to it, the Senate shall decide the issue by vote after a debate open to the public. An academic Program or Unit can only be closed if a two-thirds (2/3) majority of the votes cast in Senate at a properly constituted meeting decides that its condition justifies closure because of concerns about academic quality, relevance or enrolment. Senators from the Program or Unit whose closure is being considered shall not vote.
- 39.9 If the Senate decides that an academic Program or Unit should be closed because of concerns about academic quality, relevance or enrolment, the Senate decision, the report of the Academic Review Committee and any filed responses to it shall be forwarded to the Board. The Association and the relevant Unit, Dean and/or Unit Head shall have an opportunity of addressing the Board on the question of whether additional resources are warranted to assist the Program or Unit or whether the Program or Unit should, in light of the Senate's academic decision, be closed.
- 39.10 After a decision by the Board to close an academic Program or Unit, all reasonable efforts shall be made to re-assign Members from the Program or Unit in question to another academic Program or to an administrative position. Members who have been re-assigned shall have access to funds provided by the University for retraining over a period up to two (2) years if such retraining is reasonably expected to improve their suitability for re-assignment.
- 39.11 If a Member has been re-assigned, the Member's appointment, rank, and compensation shall remain unchanged.
- 39.12 If a Member has not been re-assigned pursuant to Article 39.10, the Member may be laid off in accordance with the requirements of Article 38.6 but the notice period shall be six (6) months longer than that stipulated in Article 38.6.1.

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**CLOSURE OF AN ACADEMIC PROGRAM OR UNIT**  
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- 39.13 Members may be laid off only in accordance with Article 38 or as a result of the closure an academic Program or Unit as determined by the above provisions. Members may only be re-assigned to another academic Program, Unit or administrative division without their prior application as a result of the closure of an academic Program or Unit as determined by the above provisions.

## ARTICLE 40 ACADEMIC ADMINISTRATORS

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### ARTICLE 40 - ACADEMIC ADMINISTRATORS

- 40.1 For the purposes of this Article, "Academic Administrators" means persons who would be Members of the Bargaining Unit if they did not hold administrative positions that exclude them from the Bargaining Unit.
- 40.2 The procedures in this Agreement for Tenure and Promotion in academic rank shall also apply to any Academic Administrator or to any Member accepting an appointment as an Academic Administrator, *mutatis mutandis*.
- 40.3 Academic Administrators shall re-enter the Bargaining Unit upon completion of their term of office, unless excluded for another reason.
- 40.4 Academic Administrators hold appointments within a particular Unit. When a Dean, Associate Dean, University Librarian, University Archivist or Associate University Librarian is recruited from outside the University as an Academic Administrator, the Members of the prospective Unit shall have an opportunity to meet the candidate, as will the Appointments Committee of that Unit. The Appointments Committee shall forward a recommendation to the Provost and Vice-Principal (Academic) or delegate dealing with the appropriate rank and the suitability of the candidate for Tenure or Continuing Appointment within that Unit. If the Provost and Vice-Principal (Academic) or delegate decides differently, they shall provide reasons to the Appointments Committee.
- 40.5 This Agreement shall apply in all aspects to any former Academic Administrator who has entered or re-entered the Bargaining Unit, subject only to the restriction that the former Academic Administrator may not grieve any issue arising from the administrative position formerly held.
- 40.6 No Tenured, Tenure-track, Continuing or Continuing-track Member shall be displaced from a Unit by the entry or re-entry of former Academic Administrators to the Bargaining Unit.
- 40.7 Academic Administrators appointed or re-appointed after ratification of this Agreement shall no longer be paid their administrative stipends after entering or re-entering the Bargaining Unit, and shall receive the salary they would have been expected to receive, had they been in the Bargaining Unit throughout the period.
- 40.8 Academic Administrators who participate in a significant way in the academic activities of a Unit shall have the right to full participation in the academic and administrative operations of the Unit, except where their roles in the subsequent stages of some process would make such participation a conflict of interest.

## **ARTICLE 41 HEADS OF DEPARTMENTS**

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### **ARTICLE 41 - HEADS OF DEPARTMENTS**

#### **41.1 Heads of Academic Departments**

- 41.1.1 Each academic department shall have a Head who shall be appointed by the Provost and Vice-Principal (Academic) or delegate in accordance with this Article.
- 41.1.2 Heads are Members to whom certain administrative responsibilities and decisions are delegated. The function of the Head is to coordinate, facilitate, recommend upon and expedite matters pertaining to the operation of the Department, to ensure that departmental policy is carried out, and to demonstrate initiative and leadership in the conduct of departmental business. To that extent, Heads report administratively to their Deans in addition to representing their departments.
- 41.1.3 The specific responsibilities of the Head shall be agreed upon in writing between the Dean and the Head at the time of the appointment. The University will not unreasonably interfere with management functions or administrative responsibilities delegated to a Head or unreasonably withdraw such functions.
- 41.1.4 Except by mutual agreement of the Parties, only Tenured and Continuing Members are eligible to serve as Heads.
- 41.1.5 The provisions of Article 24.1 and Article 24.2 apply to the selection of Department Heads, unless a full search is authorized in which case all of Article 24 applies.
- 41.1.6 With regard to Selection Committees (Article 41.2) and Abridged Selection Committees (Article 41.3.3), members of the committees shall:
  - (a) Familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s).
  - (b) Maintain confidentiality regarding the Committee's deliberations and decisions. Any Committee member who knowingly violates this requirement of confidentiality shall be removed from the Committee.

Notwithstanding Article 41.1.6(b), Committee members may disclose potential violations of the Agreement to the QUFA Professional Staff or the Faculty Relations Office.

## **ARTICLE 41**

### **HEADS OF DEPARTMENTS**

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#### **41.2 Selection Committee Membership**

- 41.2.1 Subject to Article 41.2.2, Bargaining Unit Members from the Department shall form a majority of the full voting members of the Selection Committee. These Selection Committee members shall be elected by the Department's members by secret ballot following a process of nomination of individual members. The Committee shall also include one (1) but not more than two (2) member(s) from a cognate Unit(s). The Dean shall appoint such member(s) after consultation with the Department.
- 41.2.2 In the case of departments with seven (7) or fewer Members or interdisciplinary programs/institutes,
- (a) the majority of full voting members of the Selection Committee may include Members selected from cross-appointed faculty or related Units; and
  - (b) the Committee shall include one (1) or more members from a cognate Unit(s) who shall be appointed by the Dean after consultation with the Department.
- 41.2.3 Other members of the Committee shall include: one (1) undergraduate and/or one (1) graduate student (where appropriate) from the Department; and one (1) member of the Departmental support staff. The student representative(s) from the Unit or related program shall be nominated to the Committee through procedures developed by the Unit. No student whose graduate supervisor of record is a candidate or a member of the Committee shall serve on the Committee. The Provost and Vice-Principal (Academic) or delegate shall be responsible for the appointment of all these Committee members.
- 41.2.4 For the purposes of equity, all Committees shall include a member who has responsibilities as provided for in Article 24.2.2.
- 41.2.5 The Committee shall be chaired by the Dean (or delegate). The Chair may vote only to break a tie. An additional representative from the Dean's office may sit on the Committee without a vote.
- 41.2.6 Where appropriate, the Dean (or delegate) of the School of Graduate Studies and Research shall be a member of the Committee without a vote.
- 41.2.7 The remedial processes set out in Appendix D apply (if necessary) to Headship Selection Committees.

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### HEADS OF DEPARTMENTS

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#### 41.3 Procedures

- 41.3.1 The following procedures will commence at least nine (9) months before the end of a term of a Department Head, or immediately should the post of Head become vacant. Head selection procedures determined by Faculty Boards shall not conflict with this Agreement and must include the provisions below.
- 41.3.2 An announcement shall be placed in *For the Record* by the Dean, notifying the University of a search/renewal for a Department Head and seeking the input of the University community respecting the composition of the Selection Committee.
- 41.3.3 If within thirty (30) days of the publication of the announcement the Head indicates in writing to the Dean that they wish to be considered
- (a) for a second term, an abridged Selection Committee shall be constituted consisting of the members elected under Article 41.2.1 and the Dean (or delegate) as Chair, as provided in Article 41.2.5. The abridged Selection Committee shall consult with the members of the Department, and if it concludes that there is a clear Departmental consensus in favour of renewal, it shall recommend to the Provost and Vice-Principal (Academic) or delegate that the Head be renewed. If the Committee concludes that there is no clear consensus, the Dean shall, if so requested, provide the incumbent with a summary of all letters received by the Committee. The full Committee shall then be constituted and the full selection process shall be followed;
  - (b) for a third or subsequent term, subject to Article 41.4.2, the full Committee shall be constituted and the full selection process shall be followed.
- 41.3.4 If an external search is authorized, the Committee shall act as an Appointments Committee, notwithstanding Article 25.5.1, and shall comply with Article 24.
- 41.3.5 The names of the members of the Selection Committee, including the Chair, shall be announced in *For the Record*, and members of the University community shall be invited to submit nominations for the Headship and to comment on the present state and future prospects of the Department.
- 41.3.6 The Chair of the Committee shall write to all faculty and staff of the Department asking them to submit names of possible candidates and the reasons for supporting a candidate. In addition, the Chair shall advise that all letters shall be reviewed by the Committee and become part of the record of decision-making. Faculty and staff shall be asked to comment on the current state and future prospects of the Department and

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### HEADS OF DEPARTMENTS

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to identify the characteristics desirable in a Head. At the request of either the Department members or the Committee, a meeting shall be arranged for the Department and the Committee to ascertain the Department's views on the qualities required in a Department Head.

- 41.3.7 The Committee shall establish a short list after undertaking any further inquiries that it deems appropriate and relevant, and after considering the present state and future prospects of the Department. In establishing this list the Committee shall consider the qualities of the candidates in terms of academic excellence, leadership and administrative abilities.
- 41.3.8 Once the short list has been established it will be distributed to members of the Department. The Committee shall consult with members on the merits of the respective candidates. The Committee shall give serious consideration to the views of the members of the Department.
- 41.3.9 Recommendation to the Provost and Vice-Principal (Academic) or delegate must be by majority vote of the Committee.
- 41.3.10 Following deliberations by the Committee, the Chair shall transmit to the Provost and Vice-Principal (Academic) or delegate the following:
- (a) The Committee's recommendation;
  - (b) The results of the consultation process; and
  - (c) The short list.

#### 41.4 **Term of Office**

- 41.4.1 The term of office for a Head shall normally be for five (5) years. A term of office for a Head shall normally commence on July 1.
- 41.4.2 The term of office may be renewed once, to a total maximum of two (2) five- (5-) year terms. Any subsequent renewal must follow the full selection review process in accordance with Article 41.3.3(b).
- 41.4.3 Acting Heads may be appointed for up to one (1) year by the Provost and Vice-Principal (Academic) or delegate in the following circumstances: in vacancies caused by emergencies, between successive terms of a re-appointed Head, in the event of a

## **ARTICLE 41**

### **HEADS OF DEPARTMENTS**

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planned leave or temporary reassignment. With the agreement of a majority of Members of the Department, Acting Heads need not be current Members of the Bargaining Unit.

- 41.4.4 An Interim Head may be appointed by the Provost and Vice-Principal (Academic) or delegate prior to or during the search for a Head. Such appointment shall not exceed two (2) years. With the agreement of a majority of Members of the Department, Interim Heads need not be current Members of the Bargaining Unit.

#### **41.5 Representation of the Department**

- 41.5.1 The Head represents the interests and concerns of their Department in the University.

- 41.5.2 The types of representation by the Head to the Dean include academic development within the Department, budget, appointments, renewal, tenure, promotions, leaves, and other matters as agreed to by the Parties or as specified in this Agreement.

- 41.5.3 Normally, the Department refers its views to the Dean through the Head. If the Department wishes to delegate particular administrative responsibilities to individual department members or department committees, the framework for such delegation shall be agreed upon at the time of the appointment of the Head and shall remain in place for the duration of the term.

- 41.5.4 Heads may make recommendations to the Dean but shall not make decisions regarding the terms of appointment, renewal, tenure and/or promotions of other Members.

#### **41.6 Grievance Arising from Delegated Administrative Tasks**

- 41.6.1 Prior to filing a grievance arising from delegated administrative tasks carried out by a Department Head, the Member shall meet with their Department Head to attempt to resolve the matter.

- 41.6.2 If the matter is not resolved, the Member shall notify the Dean in writing. The Dean shall confirm or alter the Head's decision within ten (10) days of receiving notification and shall advise the Member immediately of the decision.

- 41.6.3 Pursuant to Article 19, the Member may grieve the Dean's decision made under Article 41.6.2.



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#### **41.7 Recognition for Service as Department Head**

- 41.7.1 Each Department Head shall receive an annual stipend to be indicated in the letter of appointment. The minimum annual stipend for the duration of this Agreement shall be as set out in Article 42.2.6.1.
- 41.7.2 In each academic year, a Department Head shall receive a reduction in other workload duties commensurate with their delegated administrative responsibilities.
- 41.7.3 A Member who serves as Department Head shall be evaluated annually on the basis of the performance of their delegated administrative responsibilities and other workload duties and shall be granted administrative merit on the basis of their performance as Department Head.
- 41.7.4 The Member who serves as a Department Head is eligible for one (1) year of administrative leave at full salary for each five (5) year term served. Articles 33.1.1, 33.1.3.4(b), 33.1.3.4(c), 33.1.4, 33.1.5, 33.1.7.6, 33.1.7.7 and 33.1.8 governing Academic Leaves shall apply to administrative leaves. The administrative leave is accumulated at the rate of twelve (12) months per each five (5) year term.
- 41.7.5 Department Heads do not accumulate credit towards Academic Leave during their terms as Heads. However, service acquired prior to their holding a headship counts towards an Academic Leave.

#### **41.8 Library 'Department' Heads**

##### **41.8.1 Heads**

- 41.8.1.1 There shall be 'department' heads in the Library who perform delegated administrative responsibilities.
- 41.8.1.2 In the event a 'department' head position is abolished, the University Librarian or delegate shall negotiate the reassignment of the Member and any compensation that may be appropriate in the circumstances with the incumbent. In the event that agreement cannot be reached between the Member and the Library, either party shall have the right to refer the matter to the JCAA for resolution.
- 41.8.1.3 Except by mutual agreement of the Parties, only Continuing-track or Continuing Members are eligible to serve as Heads.

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41.8.1.4 The provisions of Article 24.1 and Article 24.2 apply to the selection of 'department' heads, unless a full search is authorized in which case all of Article 24 applies.

41.8.1.5 With regard to Selection Committees (Article 41.8.4) and Renewal Committees (Article 41.8.3.1), members of the committees shall:

(a) Familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s).

(b) Maintain confidentiality regarding the Committee's deliberations and decisions. Any Committee member who knowingly violates this requirement of confidentiality shall be removed from the Committee.

Notwithstanding Article 41.8.1.5(b), Committee members may disclose potential violations of the Agreement to the QUFA Professional Staff or the Faculty Relations Office.

#### **41.8.2 Term of Office**

41.8.2.1 The term of office for a Library 'department' head shall normally be for five (5) years. A selection committee may, with the agreement of the Library 'department' head being appointed, recommend a longer or shorter term.

#### **41.8.3 'Department' Head Renewal**

41.8.3.1 Renewal of Library 'department' heads shall proceed as follows:

(a) 'Department' heads shall indicate in writing to the University Librarian at least five (5) months before their term ends whether or not they wish to be renewed.

(b) Within thirty (30) calendar days of receiving the 'department' head's written indication, the University Librarian shall inform the Unit that the 'department' head is seeking renewal, post the current position guide and create a Renewal Committee as specified below. If the 'department' head does not wish to be renewed the selection process in Article 41.8.4 shall be followed.

(c) Renewal of a 'department' head's appointment shall be granted after a renewal process if the incumbent continues to demonstrate the ability to assume the

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responsibilities of the position, and when the major obligations of the position are consistently and fully met. In coming to a decision about renewal, there shall be a presumption in favour of renewal.

- (d) A Member whose term as Library 'department' head is not renewed retains their Continuing or Continuing-track appointment. Renewal or Continuing Appointment of Members will follow the provisions of Article 31.
- (e) A Renewal Committee shall be created, which shall conform to the following rules:
  - (i) A majority of regular voting members of the Committee shall be from within the Bargaining Unit.
  - (ii) There shall be at least four (4) professional librarian Members on the Committee.
  - (iii) Two (2) librarian Members shall be elected for one (1) academic year by all professional librarian Members. At least one (1) of these shall hold an administrative position as defined in Article 41.8.1.
  - (iv) Two (2) librarians shall be selected as follows for each renewal review. Where there are librarian Members in the Library 'department' of the person whose appointment is being considered for renewal, one (1) librarian from the 'department' will be elected by the Members in the 'department' and one (1) librarian from a cognate 'department' will be appointed by the University Librarian in consultation with the elected librarian Members. Where there are no additional librarians in the 'department', two (2) librarians from cognate 'departments' will be appointed by the University Librarian in consultation with the elected librarian Members.
  - (v) One (1) Library Technician or one (1) general staff person shall be elected from among the Library Technicians and general staff of the 'department' whose head is being considered for renewal. One (1) Library Technician or general staff member shall be appointed by the University Librarian, it being understood that at least one (1) Library technician shall be on the Committee.

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- (vi) The University Librarian may, after consultation with the rest of the Committee, appoint a committee member from outside the Library system if appropriate.
- (vii) The Committee may agree to involve the Library human resource officer in the deliberations of the Committee as a resource person.
- (viii) The University Librarian or delegate will chair the Committee but shall only vote to break a tie.
- (ix) Any recommendation by the Committee to the Provost and Vice-Principal (Academic) or delegate must be by majority vote of the Committee.
- (f) Following the deliberations of the Committee, the University Librarian shall transmit to the Provost and Vice-Principal (Academic) or delegate the recommendation of the Committee, the recommendation of the University Librarian, and the results of any consultative processes undertaken.
- (g) The University Librarian will announce to the Unit the Provost and Vice-Principal (Academic)'s (or delegate's) decision as soon as possible.

#### 41.8.4 'Department' Head Selection

41.8.4.1 The following procedures will commence at least four (4) months prior to a planned retirement/resignation or within thirty (30) days should the position of a head become vacant:

- (a) The University Librarian shall post a current position guide in the Unit and create a Selection Committee conforming to the following rules:
  - (i) A majority of regular voting members of the Committee shall be from within the Bargaining Unit.
  - (ii) There shall be at least four (4) professional librarian Members on the Committee.
  - (iii) Two (2) librarian Members shall be those elected to the Renewal Committee if one exists that year, or they shall be elected as specified in Article 41.8.3.1(e)(iii).

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- (iv) Two (2) librarians shall be selected as follows: One (1) librarian from the 'department' shall be elected by the Members in the 'department' and one (1) librarian from a cognate 'department' will be appointed by the University Librarian in consultation with the elected librarian Members. Where there are no additional librarians in the 'department', two (2) librarians from cognate 'departments' shall be appointed by the University Librarian in consultation with the elected librarian Members.
  - (v) One (1) Library Technician or one (1) general staff person shall be elected from among the Library Technicians and general staff of the 'department'.
  - (vi) The University Librarian may, after consultation with the rest of the Committee, appoint a member from outside the Library system if appropriate.
  - (vii) The Committee may agree to involve the Library human resource officer in the deliberations of the Committee as a resource person.
  - (viii) The University Librarian or delegate will chair the Committee but shall only vote to break a tie.
  - (ix) Any recommendation by the Committee to the Provost and Vice-Principal (Academic) or delegate must be by majority vote of the Committee.
- (b) The Chair of the Committee shall write to all members of the Unit asking them to submit names of possible candidates and the reasons for supporting a candidate, and to comment on the present state and future prospects of the 'department'. In addition, the Chair shall advise that all letters will be reviewed by the Committee and become part of the record of decision-making. At the request of either the 'department' members or the Committee, a meeting will be arranged with the 'department' and the Committee to ascertain their views on the qualities required in a 'department' head.
- (c) The Committee shall invite comments from appropriate user groups within the University community.
- (d) The Committee shall consider the present state and future prospects of the 'department', review and assess all materials provided by applicants on sound academic and professional grounds and prepare a short list of applicants.

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- (e) Materials submitted by the short-listed candidates shall be made available in the Unit office for review by members of the Unit. Members of the Unit may submit written opinions to the Committee on the worthiness of the applicants.
- (f) The Committee shall interview the short-listed candidates and invite all members of the 'department' to meet with the candidates.
- (g) Following the deliberations of the Committee, the University Librarian shall transmit to the Provost and Vice-Principal (Academic) or delegate the written recommendation of the Committee, the recommendation of the University Librarian, and the results of any consultative processes undertaken.
- (h) The University Librarian will announce to the Unit the Provost and Vice-Principal (Academic)'s (or delegate's) decision as soon as possible.

#### 41.8.5 **Acting and Interim 'Department' Heads**

- 41.8.5.1 Acting Library 'department' heads may be appointed for up to one (1) year by the Provost and Vice-Principal (Academic) or delegate in the following circumstances: in vacancies caused by emergencies, between successive terms of a re-appointed Library 'department' head, or in the event of a planned leave or temporary reassignment. With the agreement of a majority of Members of the Department, Acting Library 'department' heads need not be current Members of the Bargaining Unit.
- 41.8.5.2 An interim Library 'department' head may be appointed by the Provost and Vice-Principal (Academic) or delegate prior to or during the search for a 'department' head. Such appointments shall not exceed two (2) years duration. With the agreement of a majority of Members of the Department, Interim Library 'department' heads need not be current Members of the Bargaining Unit.
- 41.8.5.3 Prior to recommending the appointment of an acting or interim Library 'department' head, the University Librarian or delegate shall invite Members of the Library 'department' to provide their views on Members suitable to serve as acting or interim Library 'department' head.

#### 41.8.6 **Recognition for Service as Department Head**

- 41.8.6.1 Each 'department' head shall receive an annual stipend per Article 42.5.6.1.
- 41.8.6.2 In each Academic Year, a 'department' head shall have a workload commensurate with their delegated administrative responsibilities.

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**ARTICLE 42 - COMPENSATION AND BENEFITS**

**42.1 Compensation: Across-the-Board Increase**

42.1.1 The across-the-board (ATB) increase in all Members' salaries shall be

(a) 1.60% effective May 1, 2019

(b) 1.60% effective May 1, 2020

(c) 1.90% effective May 1, 2021

**42.2 Compensation: Faculty (except Term Adjuncts)**

**42.2.1 Assistant Professor Floor**

42.2.1.1 The Assistant Professor Floor will be \$71,730 (\$70,600+ 1.60%) on May 1, 2019. The value of this Floor will be indexed to the ATB increases in each of the three years as follows:

(a) 2019-2020           \$71,730

(b) 2020-2021           \$72,877

(c) 2021-2022           \$74,262

**42.2.2 Career Development and Merit**

42.2.2.1 Floor F is to be used for calculating the career development model. The value of Floor F will be \$65,209 (\$64,182 + 1.60%) on May 1, 2019. The value of this Floor will be indexed to the ATB increases in each of the three years as follows:

(a) 2019-2020           \$65,209

(b) 2020-2021           \$66,252

(c) 2021-2022           \$67,511

42.2.2.2 The career development model currently in use will be implemented so that the value of a junior increment, the value of a merit point, the value of the junior increment cut-off

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and the value of the first, second and third senior abatement points are all tied to the value of Floor F.

42.2.2.3 Each merit point shall have a value of one-half (0.5) percent of Floor F per annum when applied to the Nominal Salary of eligible faculty Members. The mode of the academic merit score shall be ten (10) merit points having the value of five (5) percent of Floor F. For Continuing Adjunct faculty Members, the dollar value of each point shall be determined by their agreed Full Time Equivalency (FTE).

42.2.2.4 On May 1, 2019, the modal career development and merit adjustment award (prior to the application of the junior increments, or senior abatements, if applicable) will be \$3,260. Thus modal career development and merit values are as follows:

(a) 2019-2020                \$3,260 (i.e., 10 points at \$326)

(b) 2020-2021                \$3,310 (i.e., 10 points at \$331)

(c) 2021-2022                \$3,380 (i.e., 10 points at \$338)

42.2.2.5 Merit scores that can be given shall be: 0 to 7 inclusive, 10, 12, 15 and 20.

42.2.2.6 The merit ratings assigned to a Member as per Article 28.1.1 (d) shall be averaged to determine a biennial merit score which will be applied to the merit-based salary adjustment in each of the two subsequent years.

42.2.2.7 Any Member receiving a merit score of seven (7) points or lower shall receive written reasons from the Dean that set out the basis upon which the performance has been judged to be deficient for the year(s) in question. In the event that a merit score of seven (7) or lower is grieved, and the grievance is arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.2.2.8 The Provost and Vice-Principal (Academic) will add additional academic merit points to the pool, as needed, to ensure that meritorious Members can be appropriately recognized, without producing inappropriate pressures to give low scores to others.

42.2.2.9 The minimum and maximum number of merit points available in the biennial merit assessment cycle for faculty Members and Continuing Adjunct faculty Members will be maintained according to the following formula:

(a) The minimum will be  $(10 \times \text{the number of eligible faculty Members and Continuing Adjunct faculty Members being reviewed}) \times 1.06$ ;



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- (b) The maximum will be (10 x the number of eligible faculty Members and Continuing Adjunct faculty Members being reviewed) x 1.09.

The total biennial merit scores assigned to all Members as per Article 42.2.2.6 shall fall between the minimum and maximum above.

- 42.2.2.10 Merit scores shall be awarded by the Provost and Vice Principal (Academic) following a recommendation by the Dean. In a Faculty with Departments, the recommendation shall be made after consultation with the Head, who will have made a preliminary assessment and will have recommended a score. If the recommendation of the Dean on the merit score of a Member represents a significant change in the rank ordering in the Unit as recommended by the Head, or results in a score of twelve (12) when the Head had recommended fifteen (15), the Dean shall give written reasons for the score to the Head and the Member. The number of academic merit points awarded to any individual must conform to Article 42.2.2.5.
- 42.2.2.11 Very good or excellent performance in any or all of teaching, research and service may result in a merit score above ten (10). To receive a merit score of greater than ten (10), a Member's performance in all three areas (research, assigned teaching and service) must be at least satisfactory. The Parties intend that performance in teaching or research would carry more weight than would service, so that a score of fifteen (15) or twenty (20) would normally reflect excellence in either teaching or research, or both, even if service was also a factor. A score of twelve (12) means a significantly better than average performance in at least two of the three areas, though an exceptional performance in one area may suffice. The Dean of each Faculty will prepare an annual report on a single page that will describe how merit was awarded in the Faculty, and that, in combination with the reports in Articles 42.2.2.7, 42.2.2.10, and 42.2.2.13, will explain the context for the merit decisions in the Faculty.
- 42.2.2.12 The Parties intend that merit scores for Continuing Adjunct faculty Members shall normally be determined on the basis of assigned duties. Scores above ten (10), therefore, for this group, should also normally reflect merit in assigned duties only, when compared to the performance of similar duties by other members of the academic Unit. However, outstanding contributions in unassigned duties may also be recognized as meritorious by the awarding of additional points.
- 42.2.2.13 The Members eligible for PTR/merit in each Unit will receive biennially a report from the Dean containing the names of individuals in the Unit who receive merit scores of fifteen (15) or twenty (20), and a short description of the contributions and achievements which led to each award.

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42.2.2.14 The Association shall receive biennially a statistical summary which shall classify the number of merit scores of twelve (12), fifteen (15) and twenty (20) on the basis of the reasons for the award. The Parties agree that the fraction of awards in which contributions to teaching and to service were the predominant factors in the decision shall not be less than thirty (30) percent.

42.2.2.15 Merit distribution data, by Faculty, shall be provided to the Association on a timely basis.

42.2.2.16 Whenever the term "research" is used in this Article, it shall be taken to include scholarly and/or creative activity, as appropriate to the discipline.

#### 42.2.3 Junior Increments and Senior Abatements

42.2.3.1 A junior increment, having the value of 1.0% of Floor F, shall be added each year to the salary of Members with fewer than ten (10) years of experience and with a salary less than 1.65 times Floor F as follows:

(a) 2019-2020 an increment of \$652 if salary is less than \$107,595

(b) 2020-2021 an increment of \$663 if salary is less than \$109,316

(c) 2021-2022 an increment of \$675 if salary is less than \$111,393

42.2.3.2 A senior abatement to a Member's career development and merit award, having the following percentage value of Floor F, is activated at 2.2, 2.4 or 2.6 times Floor F and shall be applied as follows:

(a) At 2.2 times Floor F, abatement of 1.9% of Floor F:

(i) 2019-2020 at or above \$143,460 an abatement of \$1,239

(ii) 2020-2021 at or above \$145,754 an abatement of \$1,259

(iii) 2021-2022 at or above \$148,524 an abatement of \$1,283

(b) At 2.4 times Floor F, abatement of 2.4% of Floor F:

(i) 2019-2020 at or above \$156,502 an abatement of \$1,565

(ii) 2020-2021 at or above \$159,005 an abatement of \$1,590

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(iii) 2021-2022 at or above \$162,026 an abatement of \$1,620

(c) At 2.6 times Floor F, abatement of 2.9% of Floor F:

(i) 2019-2020 at or above \$169,543 an abatement of \$1,891

(ii) 2020-2021 at or above \$172,255 an abatement of \$1,921

(iii) 2021-2022 at or above \$175,529 an abatement of \$1,958

### 42.2.4 **Indexing**

42.2.4.1 The Assistant Professor Floor, Floor F, the value of the standard career development adjustments and merit awards shall be indexed to the ATB increases in each of the four years.

### 42.2.5 **Anomalies Fund**

42.2.5.1 An anomalies fund of forty (40) thousand dollars will be available in each year of this Agreement in order to adjust the salaries of individual Members. This fund will be divided between the Anomalies Side-Table of the JCAA and the Principal's Retention Fund, as set out below.

#### 42.2.5.2 **Anomalies Side-Table of JCAA**

42.2.5.2.1 There shall be an Anomalies Side-Table of the JCAA to which will be available an anomalies fund of twenty (20) thousand in each year of this Agreement in order to recommend to the JCAA the adjustment of salaries of individual Members that are found to be anomalous.

42.2.5.2.2 The Anomalies Side-Table shall base its recommendations on the following grounds:

- (a) The need to establish and maintain pay equity between men and women;
- (b) The need to maintain an equitable application of the career development and merit policy amongst Members in the same discipline for the following discipline groups:
  - (i) Physical Sciences (excluding Engineers and Computing and Information Science);

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- (ii) Social Sciences (excluding Economics);
- (iii) Humanities;
- (iv) Basic Health Sciences;
- (v) Nursing, Rehabilitation Therapy; and
- (vi) Education.

42.2.5.2.3 The Anomalies Side-Table shall address anomalies according to the methodology outlined in Appendix K.

42.2.5.2.4 The Parties shall each nominate one (1) individual to comprise the Anomalies Side-Table of the JCAA.

42.2.5.2.5 If any adjustments are required, allocation by the JCAA on the recommendation of the Anomalies Side-Table of the JCAA shall be made annually by November 15.

#### 42.2.5.3 **Principal's Retention Fund**

42.2.5.3.1 A Principal's Retention Fund in the amount of twenty thousand (20,000) dollars may be distributed in each year of the Agreement by the Provost and Vice-Principal (Academic) on the recommendation of the Deans or University Librarian.

42.2.5.3.2 The Principal's Retention Fund is intended to address retention and market related cases.

42.2.5.3.3 Distribution of the Principal's Retention Fund shall be governed by the following factors:

- (a) Academic or performance record of the individual. No retention and market related award shall be made to any faculty Member who does not receive at least a modal merit score of ten (10) or to any librarian or archivist Member who does not receive a nominal mean academic merit score of two (2);
- (b) Difficulty of replacing the Member's contribution to research and/or program delivery;
- (c) Strategic importance of the Member and the Member's area of expertise to the Unit or Faculty;

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(d) Competing demands for retention adjustments;

(e) Availability of funds.

42.2.5.3.4 The distribution under the Principal's Retention Fund may be made at any time during the year and reports shall be made every quarter (on July 31, October 31, January 31 and April 30) to the JCAA listing recipients of the awards, the amount of the award, and the basis of the award.

#### 42.2.6 **Compensation: Stipends**

42.2.6.1 Each Unit Head shall receive an annual stipend in recognition of service. The minimum annual stipend for the duration of this Agreement shall be \$9,500.

42.2.6.2 The minimum stipend for overload teaching for Members with a Tenure, Tenure-Track, Non-Renewable or Special Appointment shall be the Base Stipend for Term Adjuncts.

#### 42.3 **Compensation: Continuing Adjuncts**

42.3.1 Term Adjunct Members who are converted to Continuing Adjuncts per Article 32, shall have FTE salaries that are comparable to existing salaries of Members in the same discipline at Queen's who have similar years of experience and accomplishments.

42.3.2 Where a Member is converted to a Continuing Adjunct as a Lecturer in a discipline normally requiring a doctorate degree because they have not yet obtained a doctorate and their salary upon conversion to a Continuing Adjunct has been determined by the University so as to reflect that they have not yet attained a doctorate degree, and then they are subsequently promoted to Assistant Professor upon obtaining a doctorate degree, then the Member's salary will be reassessed and revised as may be required to accord with Article 42.3.1.

42.3.3 The standard FTE percent for Continuing Adjunct Members shall be fifty (50) percent for a teaching load equivalent to the Unit teaching workload (Article 37), pro-rated for teaching loads that differ from the Unit's normal teaching load. The FTE percent calculation includes an allowance for course-related administration.

42.3.4 The FTE percentage (%) shall only be adjusted in accordance with Article 32.5.7.2 or Article 32.5.7.3.

42.3.5 Calculation of years of experience shall be in accordance with the most recent Years of Experience Guidelines approved by the JCAA.

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42.3.6 The University shall inform the Association of the FTE, number of half-courses taught and any additional duties for each Continuing Adjunct at the time of their appointment. The University shall also inform the Association of any changes to a Continuing Adjunct's FTE, number of courses taught or additional duties.

42.3.7 The minimum stipend for overload teaching for Continuing Adjuncts shall be the Base Stipend for Term Adjuncts.

#### 42.4 **Compensation: Term Adjuncts**

##### 42.4.1 **Base Stipends**

42.4.1.1 The across-the-board (ATB) increase in Article 42.1.1 shall apply to all Term Adjuncts who are reappointed or whose employment continues.

42.4.1.2 The Base Stipend per half (0.5) credit course equivalent shall be as set out in Table A:

**Table A** (Base Stipends):

Year (May 1 - April 30)	2019-20	2020-21	2021-22
Base 0.5-credit Stipend	\$8,088	\$8,217	\$8,373

42.4.1.3 The Base Stipends shall be supplemented, where applicable, by:

(a) a years of teaching experience credit, as set out in Article 42.4.2.1

(b) a large enrolment credit, as set out in Article 42.4.2.2

(c) salary in lieu of benefits, as set out in Article 42.4.2.3

The addition of the applicable supplements to the Base Stipend results in the following Minimum Stipends per half (0.5) credit course equivalent for Term Adjuncts:

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**Table B** (Minimum Stipends where there is no enrolment supplement):

<b>Minimum Stipends including supplements for years of teaching experience only (no enrolment supplement)</b>			
<b>Years of Teaching Experience</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
0	\$8,088	\$8,217	\$8,373
1	\$8,209	\$8,340	\$8,499
2	\$8,332	\$8,465	\$8,626
3	\$8,457	\$8,592	\$8,755
4	\$8,584	\$8,721	\$8,886
5	\$8,713	\$8,852	\$9,019
6	\$8,844	\$8,985	\$9,154
7	\$8,977	\$9,120	\$9,291
8	\$9,112	\$9,257	\$9,430
9	\$9,249	\$9,396	\$9,571
10	\$9,388	\$9,537	\$9,715
11	\$9,529	\$9,680	\$9,861
12	\$9,672	\$9,825	\$10,009

**Table C** (Minimum Stipends where there is an enrolment supplement):

<b>Minimum Stipends including supplements for years of teaching experience and classes with an enrolment of 100 or more students</b>			
<b>Years of Teaching Experience</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
0	\$9,099	\$9,244	\$9,420
1	\$9,235	\$9,383	\$9,561
2	\$9,374	\$9,524	\$9,704
3	\$9,515	\$9,667	\$9,850
4	\$9,658	\$9,812	\$9,998
5	\$9,803	\$9,959	\$10,148
6	\$9,950	\$10,108	\$10,300
7	\$10,099	\$10,260	\$10,455
8	\$10,250	\$10,414	\$10,612
9	\$10,404	\$10,570	\$10,771
10	\$10,560	\$10,729	\$10,933
11	\$10,718	\$10,890	\$11,097
12	\$10,879	\$11,053	\$11,263

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**COMPENSATION AND BENEFITS**

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**Table D** (Minimum Stipends where there is an enrolment supplement):

<b>Minimum Stipends including supplements for years of teaching experience and classes with an enrolment of 200 or more students</b>			
<b>Years of Teaching Experience</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
0	\$9,605	\$9,758	\$9,943
1	\$9,749	\$9,904	\$10,092
2	\$9,895	\$10,053	\$10,243
3	\$10,043	\$10,204	\$10,397
4	\$10,194	\$10,357	\$10,553
5	\$10,347	\$10,512	\$10,711
6	\$10,502	\$10,670	\$10,872
7	\$10,660	\$10,830	\$11,035
8	\$10,820	\$10,992	\$11,201
9	\$10,982	\$11,157	\$11,369
10	\$11,147	\$11,324	\$11,540
11	\$11,314	\$11,494	\$11,713
12	\$11,484	\$11,666	\$11,889

- 42.4.1.4 Units may pay stipends that are greater than the Minimum Stipends set out in Article 42.4.1.3 (Table B, Table C, or Table D). Stipends above the minimum are deemed to include compensation for experience and course-section enrolment and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum of the Base Stipend set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.1.3 (Table B, Table C, or Table D).
- 42.4.1.5 Members who are reappointed during the period of this Agreement to teach the same course or course-section that they taught as a Sessional Adjunct in the May 1, 2006 to April 30, 2008 period, shall receive the greater of their previous stipend or the stipend calculated according to Article 42.4.1.3.
- 42.4.1.6 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3, shall be pro-rated to
- (a) the course credit-weight equivalent; and



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### COMPENSATION AND BENEFITS

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- (b) Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.

42.4.1.7 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3 (Table B, Table C, or Table D) are deemed to include an allowance for course-related administrative duties.

42.4.1.8 Vacation pay shall be paid in accordance with the *Employment Standards Act, 2000*.

#### 42.4.2 Supplements to the Base Stipends

42.4.2.1 The Base Stipends shall be supplemented, where applicable, by one and one-half (1.5) percent of the Base Stipend for each year that the Member has taught at Queen's University to a maximum of twelve (12) years. For the purposes of this Article, a year is a May 1 through April 30 period. Calculation of the supplement for teaching experience shall be retrospective to May 1, 2003. The supplement for teaching experience will apply to an appointment at a Minimum Stipend level in a year following the year in which the Term Adjunct accumulated the teaching experience.

42.4.2.2 The Base Stipends set out in Article 42.4.1.2 (Table A) shall be supplemented, where applicable, by twelve and one-half (12.5) percent in cases where the Member's assigned course or course-section has an enrolment of one hundred (100) or more students, or by eighteen and three-quarters (18.75) percent in cases where the Member's assigned course or course-section has an enrolment of two-hundred (200) or more students. Course or course-section enrolment shall be determined on the last date a student may drop that course without financial penalty.

42.4.2.3 For Term Adjuncts who do not qualify for insured benefits pursuant to Article 42.6.1, the Base Stipends set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.2.1 and Article 42.4.2.2 shall be supplemented by six (6) percent for salary in lieu of benefits.

42.4.2.4 The Minimum Stipends per half (0.5) credit course or equivalent that result from the addition of the supplements set out in Article 42.4.2.1 and 42.4.2.2 to the Base Stipends set out in Article 42.4.1.2 (Table A) are shown in Article 42.4.1.3 (Table B and Table C).

42.4.2.5 The Base Stipend for each half (0.5) credit course shall be supplemented by seven hundred (700) dollars for each additional hour per week of assigned tutorial or

## **ARTICLE 42**

### **COMPENSATION AND BENEFITS**

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laboratory duties above the first three hours of lectures, tutorials and/or laboratories per week.

#### **42.4.3 Course Cancellation**

42.4.3.1 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee. The course cancellation fee shall be one thousand (1,000) dollars for one hundred (100) percent responsibility for a half (0.5) credit course (or equivalent), pro-rated to the course credit (e.g., two thousand (2,000) dollars for one hundred (100) percent of a full (1.0) credit course (or equivalent)), and pro-rated to the Member's percentage responsibility for the course.

#### **42.4.4 Additional Duties**

42.4.4.1 A Member may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall

(a) be appropriately compensated according to Article 42 and Appendix Q; and

(b) be outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.

42.4.4.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

#### **42.4.5 Other Employment at the University**

42.4.5.1 Term Adjuncts who are also employed by the University in some other capacity shall not have either their remuneration or hours of employment adjusted to compensate for any increase in their Term Adjunct stipend for the same teaching load.

#### **42.5 Compensation: Librarians and Archivists**

42.5.1.1 All across-the-board increases provided in Article 42.1.1 shall be applicable to librarian and archivist Members.

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### **42.5.2 Salary Floors**

42.5.2.1 The salary floors for librarian/archivist Members shall be adjusted effective May 1, 2019 and shall be:

(a) General Librarian/General Archivist Floor

- |                 |          |
|-----------------|----------|
| (i) 2019-2020   | \$61,092 |
| (ii) 2020-2021  | \$62,069 |
| (iii) 2021-2022 | \$63,248 |

(b) Assistant Librarian/Assistant Archivist Floor

- (i) 1.125 times the General Librarian/General Archivist Floor

(c) Associate Librarian/Associate Archivist Floor

- (i) 1.3125 times the General Librarian/General Archivist Floor

(d) Librarian/Archivist Floor

- (i) 1.5625 times the General Librarian/General Archivist Floor

### **42.5.3 Career Development and Merit for Librarians/Archivists**

42.5.3.1 A Career Development increment shall be added to the salary of Members as follows:

(a) In 2019-2020,

- (i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,627) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$76,365)
- (ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$2,138) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$122,184)

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**COMPENSATION AND BENEFITS**

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(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$916) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$128,293)

(iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$611) if salary is greater than or equal to 2.1 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$128,293)

(b) In 2020-2021,

(i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,669) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$77,586)

(ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., 2,172) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$124,138)

(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$931) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$130,345)

(iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$621) if salary is greater than or equal to 2.1 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$130,345)

(c) In 2021-2022,

(i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,720) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$79,060)

(ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$2,214) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$126,496)

(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$949) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$132,821)

## ARTICLE 42

### COMPENSATION AND BENEFITS

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- (iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$632) if salary is greater than or equal to 2.1 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$132,821)

42.5.3.2 The merit fund for librarians and archivists shall have a value calculated as follows when applied to the Nominal Salary of the Member:

- (a) Two (2) merit points shall be the nominal mean academic merit score and equal in value to:

(i) 2019-2020	\$1,006
(ii) 2020-2021	\$1,022
(iii) 2021-2022	\$1,042

- (b) One (1) merit point is equal to fifty (50) percent of the nominal mean academic merit score:

(i) 2019-2020	\$503
(ii) 2020-2021	\$511
(iii) 2021-2022	\$521

42.5.3.3 Academic merit scores that can be given shall be: 0, 1, 2, 3, or 4 points.

42.5.3.4 The merit ratings assigned to a Member as per Article 28.1.1 (d) shall be averaged to determine a biennial merit score which will be applied to the merit-based salary adjustment in each of the two subsequent years.

42.5.3.5 Very good or excellent performance in any or all assigned duties may result in a merit score of three (3) or four (4). To receive a merit score above two (2), a Member's performance of all assigned duties must be at least satisfactory. A score of three (3) means significantly better than average performance in one or more assigned duties. A score of four (4) means excellent performance in several assigned duties.

42.5.3.6 The minimum number of academic merit points available to the biennial merit assessment cycle of librarian and archivist Members as merit above the nominal mean academic merit shall be six (6). The Provost and Vice-Principal (Academic) will add

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### COMPENSATION AND BENEFITS

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additional merit points to the biennial review, as needed, to a maximum of one-third (1/3) of the librarian/archivist complement. The total biennial merit scores assigned to all Members as per Article 42.5.3.4 shall fall between this minimum and maximum to ensure that meritorious Members can be appropriately recognized without producing inappropriate pressures to give low scores to others.

42.5.3.7 The academic merit points are recommended by the University Librarian. The recommendation of the University Librarian will be made after consultation with Library 'department' heads and University Archivist who will have made a preliminary assessment and recommended scores. The number of academic merit points awarded to any individual must conform to Article 42.5.3.3.

42.5.3.8 Any Member receiving a merit score of zero (0) or one (1) shall receive written reasons from the University Librarian, setting out the basis upon which the performance has been judged to be deficient for the year in question. In the event that a merit score of zero (0) or one (1) is grieved, and the grievance is arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.5.3.9 The Members eligible for merit in each Unit will receive biennially a report from the University Librarian containing the names of individuals in the Unit who receive merit scores of three (3) or four (4), and a short description of the contributions and achievements that led to each award.

42.5.3.10 Merit distribution data, for the Library and Archives combined, shall be provided to the Association on a timely basis.

#### 42.5.4 **Indexing**

42.5.4.1 The floors outlined in Article 42.5.2 shall be adjusted to incorporate ATB increases as they occur.

42.5.4.2 All floors and the merit increment shall be indexed to the ATB increase in each of the three years.

#### 42.5.5 **Access by Librarians/Archivists to the Principal's Anomaly Fund**

42.5.5.1 Librarians and archivist Members shall have access to the Principal's Anomaly Fund in accordance with Article 42.2.5.3.

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### **COMPENSATION AND BENEFITS**

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#### **42.5.6 Administrative Stipends for Librarians/Archivists**

42.5.6.1 Library 'department' head term positions as defined in Article 41.8.1 shall carry a minimum annual stipend of six thousand (\$6,000) dollars. This minimum value is also the normal value. In the event 'department' head duties are less than full-time, the annual stipend shall be pro-rated according to the 'department' head's administrative FTE.

42.5.6.2 Stipends may exceed the normal value in unusual circumstances, in which case the Association shall be provided with written reasons. Appropriate grounds for providing greater than normal stipends may include, but are not limited to

- (a) unusually high level of responsibility;
- (b) market forces; or
- (c) the rapid career advancement of a person.

42.5.6.3 No stipend shall be increased by more than two thousand five hundred (2,500) dollars.

42.5.6.4 If an incumbent in a 'department' head term position leaves that position to take another position in the Library system, their stipend for the 'department' head position will be lost, but the stipend associated with the new position, if any, shall be accorded. Base salary will not be affected.

#### **42.5.7 Anomalies Fund for Librarians/Archivists**

42.5.7.1 A side-table of the JCAA shall review existing salaries of all librarian and archivist Members to identify any internal anomalies.

42.5.7.2 An anomalies fund of five thousand (\$5,000) dollars in each year of the Agreement shall be available in order to adjust the salaries of individual librarian and archivist Members that are found to be anomalous.

#### **42.6 Benefits**

42.6.1 All Members, save and except Term Adjuncts with appointments of less than two years in duration regardless of their teaching load and Term Adjuncts teaching less than two full-course equivalents per year regardless of the duration of their appointments, are entitled to benefits as set out in Article 42.6.2(a) through (d). All Members are entitled to benefits set out in Article 42.6.2(e) and (f).

## **ARTICLE 42**

### **COMPENSATION AND BENEFITS**

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42.6.2 Except as otherwise indicated in this Article, the existing plans set out below shall be continued during the term of this Agreement and shall not be amended or changed without the agreement of the Association:

- (a) Long Term Disability Insurance (100% of premiums paid by eligible Members);
- (b) Group Life Insurance with a maximum of \$200,000.00 coverage (55% of premiums paid by the University and 45% of premiums paid by eligible Members);
- (c) Queen's Supplementary Medical Plan (100% of premiums paid by the University);
- (d) Queen's Enhanced Dental Plan, for which the University shall pay one hundred (100) percent of the premiums, effective May 1, 2009;
- (e) The Child Care Benefit attached as Appendix M; and
- (f) The Tuition Support Plan attached as Appendix N.

42.6.3 Long Term Disability insurance enrolment is mandatory for all Members enrolled as of the date of ratification of this Agreement and all Members appointed after the date of ratification of this Agreement who are eligible to enroll under Article 42.6.1.

42.6.4 The Parties agree to establish a Joint Benefits Committee to advise the Parties on the operations of all benefits plans (excluding the University Pension Plan). The Parties shall each appoint three (3) individuals to the Joint Benefits Committee. The Committee shall meet periodically at the request of either Party and at least once per year. The mandate of the Committee shall be

- (a) to receive financial reports from the University and insurance carrier(s) showing the claims made, expenses incurred, and reserves for each benefit plan;
- (b) to provide input to the University on considerations for plan changes that may be desired;
- (c) to advise the Parties on any decision to publicly tender the plans;
- (d) to advise the Parties on the need to retain consultants or outside advisors; and



**ARTICLE 42**  
**COMPENSATION AND BENEFITS**

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(e) to advise the Parties on any improvements or additions to the plans and the costs of such improvements or additions.

42.6.5 Members are entitled to statutory holidays and annual vacations according to existing practice.

42.6.6 The five-twelfths (5/12) employee portion of the University's EI premium reduction attributable to Members will be allocated, for the benefit of Members, to the following employee benefit plans:

(a) Short-Term Sick Leave (Article 33.2.3);

(b) Income top-up for pregnancy and parental leave (Article 33.3.1 and Article 33.3.3); and

(c) Child-care Support (Appendix M).

## **ARTICLE 43 DURATION**

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### **ARTICLE 43 – DURATION**

- 43.1 This Agreement shall be in force effective May 1, 2019, and, subject to Article 43.2 shall remain in force until April 30, 2022. No provisions of this Agreement shall be retroactive, except where a separate letter of understanding exists.
- 43.2 In the event that all of the conditions in the Parties' Pension MOA dated December 11, 2018, are satisfied, the date "June 30, 2022" shall be substituted for the date "April 30, 2022" in Article 43.1.

**APPENDIX A - LETTER OF UNDERSTANDING**

**Pursuant to a Letter of Understanding, it was agreed that upon ratification of the first Collective Agreement (January 10, 1997), the President of the Association would notify Senate of that fact at its next meeting. Also:**

1. The President of the Association would move that the status quo be maintained regarding Association observers on the following Senate committees:
  - (a) Senate Committee on Academic Development (SCAD), one (1) observer;
  - (b) Senate Budget Review Committee (SBRC), one (1) observer;
  - (c) Senate Committee on Appointments, Promotion and Tenure and Leave (SCAPTL), one (1) observer.
2. The President of the Association would also move that properly designated Association observers shall receive notice of all meetings and all documentation circulated to committee members and shall be entitled to attend and participate in all meetings without exclusion. It is also agreed that an observer cannot vote on any issue.

**APPENDIX B**  
**NOTICE OF INTENTION TO GRIEVE PURSUANT TO ARTICLE 19.4.1**

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**APPENDIX B - NOTICE OF INTENTION TO GRIEVE PURSUANT TO ARTICLE 19.4.1**

**NOTICE OF INTENTION TO GRIEVE**

**NAME:** \_\_\_\_\_

**UNIT:** \_\_\_\_\_

**POSITION/RANK:** \_\_\_\_\_

I intend to grieve against the University for the reason(s) noted below.

(Please outline in detail the event, transaction, decision, or set of circumstances that you are grieving. Please append any materials you consider necessary).

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\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

Send to Faculty Relations (Office of the Provost)  
Copy to QUFA

**APPENDIX C**  
**LIST OF ARBITRATORS**

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**APPENDIX C - LIST OF ARBITRATORS**

**LIST OF ARBITRATORS**

Kevin Burkett

William Kaplan

Paula Knopf

Howard Snow

Susan Stewart

Ken Swan

The JCAA may review and amend this list if agreed.

**APPENDIX D  
REMEDIAL ELECTORAL PROCESSES FOR APPOINTMENTS;  
RENEWAL/TENURE/CONTINUING APPOINTMENT/PROMOTION; AND HEADSHIP  
SEARCH COMMITTEES**

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**APPENDIX D - REMEDIAL ELECTORAL PROCESSES FOR APPOINTMENTS;  
RENEWAL/TENURE/CONTINUING APPOINTMENT/PROMOTION; AND HEADSHIP  
SEARCH COMMITTEES**

**1. Election of Departmental Committees in the Collective Agreement**

- 1.1 Departments shall hold elections in accordance with the provisions of Article 25.5 (Appointments), Article 30.2 (Renewal, Tenure and Promotion for Tenure-track and Tenured Faculty Members), Article 31.2 (Renewal, Continuing Appointment and Promotion for Librarian and Archivist Members) and Article 41.2 (Heads of Departments). This requirement applies notwithstanding the fact that consideration or review of a matter from a prior year's process may be necessary. The only exception is with respect to Appointments (Article 25). Where an Appointments Committee from the previous year has begun to consider applications for an appointment but has not completed the appointments process as of May 1, they must finish that process, despite the fact that the new Appointments Committee will have come into force on May 1.

**2. When a Procedural Error in Appointing a Committee Occurs**

- 2.1 If, for any reason, a department has failed to follow procedures as they are stipulated in the Collective Agreement in appointing a committee according to Article 25, Article 30, Article 31, or Article 41, remedial measures shall be taken.
- 2.2 Remedial measures shall normally take the form of a new election, either of the entire committee if the procedure as a whole was flawed, or of individual members if the number elected was insufficient. The participants in the election shall be the members of the current Department, not those of the previous year when the initial election was held.
- 2.3 In situations where such a remedy is not appropriate, a different one may be worked out in consultation with both Parties through the JCAA.

**APPENDIX E**  
**MEMORANDUM OF AGREEMENT RE: STUDENT EXPERIENCE OF TEACHING**  
**BETWEEN**  
**QUEEN'S UNIVERSITY**  
**AND**  
**QUEEN'S UNIVERSITY FACULTY ASSOCIATION**

**Re: Student Experience of Teaching**

1. THE PARTIES AGREE to create and mandate a standing subcommittee of the JCAA ("the QSSET Subcommittee) to conduct an ongoing review of the Queen's Survey of Student Experience of Teaching (QSSET) to ensure that it remains effective, efficient and responsive to emerging conditions in the University. The QSSET Subcommittee will:
  - (a) review the implementation, administration and reporting of QSSET, and recommend to the JCAA what, if any, changes should be made to these processes, including revisions to ancillary documents;
  - (b) recommend to the JCAA additional questions to tailor the QSSET to reflect the different pedagogies of Faculties and Schools with the University;
  - (c) monitor the privacy and security of QSSET data;
  - (d) monitor the qualitative student responses to QSSET for disrespectful demeaning, discriminatory or harassing comments and make recommendations as appropriate;
  - (e) review the QSSET design and questions for ongoing appropriateness to the work of QUFA Members and the needs of the University.
2. In conducting its work, the QSSET Subcommittee should consider QSSET as having two purposes:
  - (a) the formative purpose of providing constructive feedback to the course instructor(s) on the students' experience of teaching in the course; and
  - (b) the summative purpose of providing part of the information to assess the instructor's teaching in annual/biennial performance reviews and in the Renewal, Tenure, Continuing Appointment, Reappointment, Promotion processes.

**APPENDIX E**  
**MEMORANDUM OF AGREEMENT RE: STUDENT EXPERIENCE OF TEACHING**

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3. The QSSET Subcommittee shall comprise:
  - three (3) faculty Members appointed by the Association, one of whom shall act as a Co-Chair
  - three (3) members appointed by the University, one of whom shall act as a Co-Chair
  - two (2) students, one nominated by the AMS, the other nominated by the SGPS
4. The QSSET Subcommittee may call upon other resources within the University to assist them in their work, including representation from the Office of the University Registrar and the Office of the Vice-Principal (Teaching and Learning).
5. The QSSET Subcommittee shall provide a report and any recommendations to the JCAA annually by June of each year of this Agreement. At the QSSET Subcommittee's discretion, it may also provide a report and recommendations at any other point in the year.



## APPENDIX F TERM ADJUNCT APPOINTMENT REPORT

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### APPENDIX F - TERM ADJUNCT APPOINTMENT REPORT

#### TERM ADJUNCT APPOINTMENT REPORT

DEPARTMENT/FACULTY:

NAME:

RANK:

PERIOD UNDER REVIEW:

This form conforms to Article 28.5 of the 2019-2022 Collective Agreement between Queen's University and Queen's University Faculty Association. This report will be treated as a private and confidential document for use by the Department Head and/or Dean. Please note that while this computerized form allows for expansion or condensation of each section, if needed, no headings should be deleted.

Please note: Queen's University Survey of Students' Experience of Teaching (QSSET) forms are used to supplement information provided by the faculty Member on this form and in any teaching dossier submitted by the Member. Members may comment on their students' QSSET responses on this form. It is unnecessary for Members to submit their QSSET forms as these are supplied to the Dean by the Office of the University Registrar.

#### **1. Teaching**

For the period under review, please list:

##### *A. Courses Taught*

<u>Course #</u>	<u>Term</u>	<u>Total Enrolment</u>	<u>% your instruction</u>	<u>New</u>
		<u>Preparation/Remarks</u>		

##### *B. Other Activities Related To Teaching*

##### *C. Honours and Awards Related to Teaching*

##### *D. Member's Comments on QSSET responses*

#### **2. Other**

Please list any other professional work not indicated above that the Member wishes to report, related to the Member's assigned duties for the period under review:

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Date

**APPENDIX G - COMMUTING ADJUNCT TRAVEL POLICY**

1. A Term Adjunct who, at the time their first appointment commences, resides, and in the case of subsequent Term Adjunct appointments, continues to reside more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach, and who has been appointed as a commuting adjunct in their letter of appointment, shall be eligible for reimbursement for *bona fide* transportation and lodging expenses, as set out below. Such expenses must have been incurred because of their travel to the stated location of the course that they are appointed to teach to complete their assigned duties for the University.
2. A Term Adjunct who converts to a Continuing Adjunct appointment in accordance with Article 32.5 and who is a commuting adjunct with a FTE of 50% or less when they convert to a Continuing Adjunct appointment, shall continue to be eligible for reimbursement as a commuting adjunct as long as their FTE does not exceed 50% and they continue to reside more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach. Any Continuing Adjunct who is a commuting adjunct shall be eligible for reimbursement for *bona fide* transportation and lodging expenses, as set out below, incurred because of their travel to the stated location of the course that they are appointed to teach to complete their assigned duties for the University.
3. Claims for *bona fide* transportation and lodging expenses shall be supported by applicable receipts. The following limits apply per trip:

Transportation:

- (a) Train: Economy Class at the Queen's University corporate discount rate, plus taxi fares for transportation to and from the railway station; or
- (b) Bus: Bus Fare plus taxi fares for transportation to and from the bus station; or
- (c) Personal Car: claim amounts and limitations per Queen's University Travel and Expense Reimbursement Policy as amended from time to time and available from the Office of Financial Services or at <https://www.queensu.ca/secretariat/policies/finance/travel-and-expense-reimbursement-policy>.

Lodging:

Term Adjuncts who reside more than one hundred (100) kilometres from the stated location of the course that they are appointed to teach may claim one of the following:

## APPENDIX G

### COMMUTING ADJUNCT TRAVEL POLICY

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- (a) bed and breakfast - up to one hundred and fifteen (115) dollars per night (not including applicable taxes); or
  - (b) monthly rental for local lodging up to the lesser of the monthly rental or the maximum they would otherwise be entitled to claim under option (a).
- 4. Parking fees on or off campus are the Term Adjunct's responsibility.
- 5. Where a Term Adjunct Member is charged any fee for a change of train reservations, the University shall reimburse the Member when the change has been necessitated by Unit requirements.
- 6. Travel advance: Commuting adjuncts will be eligible for a travel advance per Queen's University Travel and Expense Reimbursement Policy as amended from time to time and available from the Office of Financial Services or at <https://www.queensu.ca/secretariat/policies/finance/travel-and-expense-reimbursement-policy>.
- 7. Documentation: Minor expenses (generally under \$10) without original receipts that are difficult to receipt may be approved at the discretion of the individual approving the claim.
- 8. Information: A copy of this Commuting Adjunct Travel Expense Policy shall be included with all Commuting Adjunct appointment letters. Unit Heads shall explain this policy to the commuting adjuncts.

**APPENDIX H - UNIVERSITY TIMETABLE COMMITTEE TERMS OF REFERENCE**

The University Timetable Committee will be responsible for developing and recommending academic policies and procedures required to realize an effective and efficient academic program for scheduling classrooms and the undergraduate curriculum, and, where appropriate, graduate programs. The University Timetable Committee will be guided in its deliberations and recommendations by the University Scheduling Priorities and Principles approved by the Provost and Vice-Principal (Academic) and Academic Deans. Some specific key issues for this Committee to consider are:

- To develop one University administrative calendar for preparing the University timetable, to include both graduate and undergraduate curricula. (The calendar will include a schedule review period by the academic Departments prior to the final run of the scheduling software, which will include defined timelines to complete the process. The calendar should include, as well, a monitoring and review process with all constituents after the start of each semester to make modifications and prevent recurrence of issues during subsequent processes.)
- To define the University's meeting patterns in terms of:
  - Hours of the day and days of the week for normal scheduling
  - Length of the scheduled teaching periods
  - Common timing
  - Number of consecutive hours students are to be in class on any one day
  - Maximum number of hours students are to be in class on any one day
  - Maximum number of different classes in one day
  - Faculty teaching loads and nature of appointments
  - Research needs of Faculty
  - Teaching preparation needs of Faculty
- To determine the definition of a *bona fide* "NSD" (No Slot Designated) course time offering, a process for submitting an approved "NSD" to the Office of the University Registrar (OUR) for scheduling, and the scheduling priority for those "NSD" courses that are outside the standard definition.
- With reference to Article 37.2.8 of the Agreement, utilize the tool approved by the Parties regarding Member timetabling requests.

**APPENDIX H**  
**UNIVERSITY TIMETABLE COMMITTEE**  
**TERMS OF REFERENCE**

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- To review the existing practices and reasons that lead to late room changes (after the timetable has been formally assigned rooms, as well as after classes have begun) and, if appropriate and feasible, recommend revised policies and procedures that will rationalize and minimize the number. This step will involve developing defined reasons for changes and an authorization process.
- To determine if it would be beneficial to schedule tutorials with other course offerings and, if so, develop a protocol.
- To determine the appropriate process for identifying student academic cohorts and a protocol for ensuring the correctness of this data annually.
- To determine an appeal process for decisions related to room assignments. The University Timetable Appeal Committee will adjudicate such appeals.
- The membership of the University Timetable Committee is as agreed to in Article 37.3.2 of the Agreement.

## APPENDIX I - PRINCIPLES OF TIMETABLING

### Memorandum of Understanding Between Queen's University and Queen's University Faculty Association

The Parties agree on the following Principles of Timetabling:

#### PRINCIPLES OF TIMETABLING

##### Timetabling:

**Definition:** A coordination of people, courses and physical space, within a defined period of time.

##### **Principles:**

An effective timetable involves adherence to the designated time scheme, meaning that:

- (a) All courses held within the time period covered by the slot system should conform to the slot system.
- (b) Instructors should honour the approved slot system by timely commencement and termination of classes.
- (c) All slots are considered equally in the timetabling process.

##### 1. People:

###### **(a) Instructor**

**Definition:** All those individuals involved in teaching all or part of a course.

##### **Principles:**

- The timetable must not conflict with an instructor's other teaching assignments.
- The University is subject to the requirements of the Human Rights Code, including a prohibition on discrimination in employment and a duty to accommodate.
- The University will make a reasonable effort to support the requests of the Members concerning the scheduling of teaching based on the Member's research

## APPENDIX I

### PRINCIPLES OF TIMETABLING

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responsibilities, other academic responsibilities, or because the Member is a member of an “equity-seeking group” (as defined in Article 24.1.2 of the Agreement) for whom timetabling poses a barrier.

- To the extent that circumstances permit, the timetable should allow for continuous blocks of time for research.
- Where possible, a Member’s preferences concerning the scheduling of teaching will be supported.
- All timetabling arrangements for faculty must conform to the terms of the Agreement, including without limitation, Article 37.2.8 regarding Member Timetabling requests.
- To the extent that it is possible, the pedagogical needs of a course should determine the type of time slot used or assigned.

#### **(b) Students**

Definition: Individuals enrolled in a course for credit, part-time or full-time.

Principles:

- In accordance with the Human Rights Code, the University has a duty to afford students a right to equal treatment with respect to services, goods and facilities without discrimination; and a duty to accommodate. To the extent that it is possible, the timetable should facilitate the widest range of program selections within each Faculty.
- To the extent that it is possible, the timetable should allow for organized on-campus extracurricular activities.
- The timetable should provide a designated amount of time to move between classes.

#### 2. Course Selections:

Core	The timetable should avoid conflicts among concentration courses necessary for the completion of a program of study at Queen’s. This principle is of paramount importance and should supersede the attempt to avoid conflicts among elective courses.
Elective	Whenever possible, the timetable should facilitate the availability of the widest range of elective courses for students. It is understood, however, that the number of elective possibilities offered in any year makes this aim difficult to achieve.

## APPENDIX I

### PRINCIPLES OF TIMETABLING

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#### 3. Physical Space:

- The inventory of physical space (i.e., class and lab space) and the classroom assignment process, should meet the pedagogical needs of instructors.
- The timetable should optimize space utilization.



**APPENDIX J  
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**APPENDIX J – BLANK**

By agreement of the Parties, this Appendix is intentionally blank.

**APPENDIX K - ANOMALIES SIDE-TABLE OF THE JCAA**

**1. Anomalies Side-Table Fund**

- 1.1 An Anomalies Fund of \$20,000 will be available in each year of this Agreement for allocation in order to address anomalies within discipline groups using the methodology previously developed by the Anomalies Side-Table of the JCAA and according to the list of disciplines set out in Section 3 of this Appendix. The Anomalies Side-Table shall also apply the principles set out in Section 2, below, in making its recommendation to the JCAA.

**2. Anomalies Side-Table Fund Implementation and General Methodology**

- 2.1 In making recommendations for anomalies, the Side-Table shall base its recommendations on the following grounds in the following order of priority:
- (a) The need to establish and maintain pay equity between women and men;
  - (b) The need to maintain an equitable application of the career development and merit policy amongst Members.
- 2.2 The allocation from the Anomalies Side-Table Fund shall be performed by an Anomalies Side-Table of the JCAA pursuant to the following terms:
- (a) The Anomalies Side-Table shall compare all salaries to a model based on years of experience, merit and discipline group. Applications shall not be required nor entertained for Anomalies Side-Table decisions.
  - (b) Years of Experience shall be as determined by the Deans according to the most recent Years of Experience Guidelines approved by the JCAA.
  - (c) No awards shall be made to any Member who is not identified by the model as anomalous. Anomalous is defined as a salary that is at least 5% below the predicted salary for the Member. No requests for special adjustments will be entertained, nor recommendations made with respect to such adjustments.
  - (d) No later than two (2) months following its recommendations on salary anomalies under the existing model, the Anomalies Side-Table shall provide an analysis of the compensation between women and men to ascertain whether there are gender discrepancies not explained by the model.

## APPENDIX K

### ANOMALIES SIDE-TABLE OF THE JCAA

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(e) The University shall provide the Anomalies Side-Table with the salary information necessary for it to recommend allocations from the fund by the end of the second month following the month in which annual salary increases have been implemented.

(f) The Anomalies Side-Table shall meet to recommend allocations as soon as the information specified above has been provided. The Anomalies Side-Table shall commence its work no later than three months following the month in which annual salary increases have been implemented.

2.3 No Member shall be notified of an award by either Party until after the JCAA has received and approved a report on the Anomalies Side-Table's recommendations.

### 3. Discipline Groups

3.1 The following discipline groups shall be eligible for funds from the Anomalies Side-Table for the duration of this Agreement:

1. Physical Sciences [excluding Engineers and Computing and Information Science]
2. Social Sciences [excluding Economics]
3. Humanities
4. Basic Health Sciences [excluding Nursing and Rehabilitation Therapy]
5. Nursing/Rehabilitation Therapy
6. Education

3.2 The following discipline groups shall not be eligible for funds from the Anomalies Side-Table for the duration of this Agreement:

7. Business/Economics
8. Applied Science [excluding Electrical and Computer Engineering]
9. Computing and Information Science, Electrical and Computer Engineering
10. Law

3.3 Engineers in Physical Science Departments are distributed between discipline group 8 (in Section 3.2) and discipline group 9 (in Section 3.2) above.

3.4 Individuals in the School of Policy Studies are distributed between discipline group 2 (in Section 3.1) and discipline group 7 (in Section 3.2) above.

**APPENDIX L - APPLIED MUSIC**

**1. Application of Appendix L**

- 1.1 Appendix L applies to Term Adjuncts appointed to provide instruction in applied music, composition, ensembles and other non-academic courses in the School of Music.
- 1.2 All other provisions of the Collective Agreement apply to Members covered by this Appendix to the extent that they are consistent with the provisions of this Appendix. Where there is inconsistency between another provision of the Collective Agreement and this Appendix, this Appendix shall prevail.

**2. Appointment**

- 2.1 For Term Adjuncts appointed to instruct in the composition and/or applied music courses listed in paragraph 3.1 Table A (below) in the Fall-Winter Session, the Member's initial letter of appointment from the Dean shall state the Member's anticipated duties and estimated compensation for the first two months of their appointment. The Member will receive a further letter from the Dean by November 15<sup>th</sup> confirming the Member's duties, workload and compensation.
- 2.2 The compensation estimate referred to in paragraph 2.1, shall be determined by the Director, School of Music, and shall be based on the Rates of Pay stated in paragraph 3.1 (Table A), known enrollments and relevant historical workloads.
- 2.3 The School of Music reserves the right to change Members' workloads and remuneration based on changes to enrollment until one week after the last date for dropping Fall-Winter full-year courses.

**3. Compensation**

- 3.1 Table A: Weights for teaching-load equivalencies in full (1.0) course equivalents and Minimum Stipends.

**APPENDIX L**  
**APPLIED MUSIC**

**TABLE A**

	A	B	C	D	E
	Course	Weights	2019-20 minimum stipends	2020-21 minimum stipends	2021-22 minimum stipends
<b>1</b>	<b>Large Ensembles, including but not limited to:</b> <b>Symphony Orchestra</b> <b>Choral Ensemble</b> <b>Symphonic Band</b> <b>Wind Ensemble</b> (conductor-led; 3 hours per week for 24 weeks)	0.66	\$10,578	\$10,747	\$10,951
<b>2</b>	<b>Medium Ensembles, category 1, including but not limited to:</b> <b>Polyhymnia</b> <b>Jazz Ensemble</b> (conductor-led; 3 hours per week for 24 weeks)	0.50	\$8,071	\$8,200	\$8,356
<b>3</b>	<b>Medium Ensembles, category 2, including but not limited to:</b> <b>Flute Choir</b> <b>Clarinet Choir</b> <b>Brass Choir</b> (conductor-led; 1.5 hours per week for 24 weeks)	0.33	\$5,406	\$5,492	\$5,596
<b>4</b>	<b>Small Ensemble: Keyboard Accompaniment</b> (1 hour per week for 24 weeks)	0.25	\$4,153	\$4,219	\$4,299
<b>5</b>	<b>Functional Piano</b> (MUSC 004) (1 hour per week for 24 weeks)	0.17	\$2,899	\$2,945	\$3,001
<b>6</b>	<b>Composition and Applied Music Instruction in:</b> <b>Performance</b> (MUSC 120, 220, 320, 420) <b>B.Mus Lessons</b> (MUSC 121, 221, 321, 421) <b>Non-B.Mus Lessons</b> (MUSC 124, 224, 324, 424)				
<b>+*7</b>	<b>6 students</b> 6 hours per week for 24 weeks	1.00	\$64	\$65	\$66
<b>8</b>	<b>3 students</b> 3 hours per week for 24 weeks	0.50*	\$64	\$65	\$66
<b>9</b>	<b>Polyhymnia/Choral/Class Accompanist</b> (3 hours per week for 24 weeks) (per hour)	0.25	\$64	\$65	\$66
<b>+10</b>	<b>Extra Coaching Duties</b> (Ensemble sectional coaching, etc.) 12 hours (per hour)	0.09	\$64	\$65	\$66

## APPENDIX L

### APPLIED MUSIC

+11	<b>Small Ensemble: Unspecified Chamber Ensembles</b> (1 hour every other week) (per hour)	0.09*	\$64	\$65	\$66
12	<b>Ear Training, Sight Singing and Keyboard Harmony</b> (MUSC 127/128, 227/228)				
13	<b>1 hour per week for 24 weeks</b>	0.17	\$2,899	\$2,945	\$3,001
14	<b>2 hours per week for 24 weeks</b>	0.33	\$5,406	\$5,492	\$5,596
15	<b>3 hours per week for 24 weeks</b>	0.50	\$8,071	\$8,200	\$8,356
16	<b>4 hours per week for 24 weeks</b>	0.66	\$10,578	\$10,747	\$10,951

**Symphony Orchestra:** MUSC 162-462 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

**Choral Ensemble:** MUSC 160-460 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

**Wind Ensemble:** MUSC 178-478 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

**Polyhymnia:** MUSC 164-464 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

**Jazz Ensemble:** MUSC 164-464 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

**Flute Choir:** MUSC 169-469 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

**Clarinet Choir:** this course is no longer on the books but was last offered as MUSC 168-468; the new code, if offered in 2017-18 or 2018-19, will be MUSC 112-412

**Brass Choir:** MUSC 165-465 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

**Keyboard Accompaniment:** MUSC 261 and 361 for 2015-16 and 2016-17; MUSC 100-400 for 2017-18 and 2018-19

**Unspecified Chamber Ensemble:** MUSC 263-463 for 2015-16 and 2016-17; MUSC 100-400 for 2017-18 and 2018-19

\* This course weight is for purposes of Bargaining Unit membership only and does not affect stipend or rate of pay.

+ These accompanist and coaching duties appear here on a without-prejudice basis pending the resolution of the question of whether they are within the scope of the Bargaining Unit.

3.2 The minimum stipends shown in paragraph 3.1 (Table A) reflect the across-the-board increases as set out in Article 42.1.1.

3.3 The School of Music may pay stipends that are greater than the minimum stipends set out in paragraph 3.1 (Table A). Stipends above the minimum are deemed to include compensation for experience and course-section enrolment and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum of the minimum stipend set out in paragraph 3.1 (Table A) plus any applicable supplements set out in Article 42.4.2.

## **APPENDIX L APPLIED MUSIC**

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- 3.4 All minimum stipends set out in paragraph 3.1 (Table A, Columns C, D, E and F) have been pro-rated to the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B).
- 3.5 All stipends for applied music and composition instruction, ensembles and other non-academic music courses, whether at the minimum level or higher, shall be pro-rated to the Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.
- 3.6 Any supplements arising from the application of Article 42.4.2 shall be pro-rated to
- (a) the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B); and
  - (b) the Member's percentage responsibility for the course.
- 3.7 All stipends, whether at the minimum level or higher, and including the supplements set out in paragraph 3.1 are deemed to include an allowance for course-related administrative duties.
- 3.8 Articles 42.4.4 and 42.4.5 shall apply to Term Adjuncts to whom this Appendix applies.
- 3.9 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee of one thousand (1,000) dollars for a half (0.5) credit course, pro-rated to the academic credit weight of the course and the Member's percentage responsibility for the course. For courses in paragraph 3.1 with an academic credit weight of 0.17, the course cancellation fee shall be five hundred (500) dollars, pro-rated to the Member's percentage responsibility for the course. This course cancellation fee does not apply to Composition and Applied Music Instruction, and Unspecified Chamber Ensembles (Table A, Lines 8-11).
- 4. Right of Reappointment**
- 4.1 Notwithstanding Article 32.2.2, a Term Adjunct who has taught a course (or, where applicable, instrument) listed in Table A (Appendix L) as an Adjunct to a teaching-load equivalent of at least half (0.5) course equivalent at least two (2) times over a minimum of two (2) consecutive academic years shall be offered reappointment to instruct in subsequent academic years in the same course (or, where applicable,

instrument, in which case the offer of reappointment shall be to instruct up to the average number of students over the two consecutive years used to determine the Specific Right of Reappointment, rounded down), provided there is a record of good instruction and satisfactory performance of assigned duties, unless

- (a) the students seeking instruction in the instrument or category are being assigned to a Tenure-track/Tenured Member; a Continuing Adjunct; a Term Adjunct with a General Right of Reappointment; or a Teaching Fellow who would not otherwise have an opportunity to teach as part of their graduate education;
- (b) there are no remaining students (after assignment per subparagraph (a)) seeking instruction in the instrument or category, or the instrument or category is not being offered;
- (c) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
- (d) the Term Adjunct has lost their Right of Reappointment per Article 32.4.2.

4.2 Notwithstanding Article 32.2.4 and Article 32.2.5, in cases where two or more Term Adjuncts have earned a right to be reappointed to instruct the particular instrument or category but there is an insufficient number of students of the relevant instrument or category to fulfill all Term Adjuncts' rights (per subparagraph 4.1), the following shall apply:

- (a) If two or more Term Adjuncts have the same rights to reappointment to the particular instrument or category, priority shall be given to the Term Adjunct who has provided instruction in that instrument or category most often as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit.
- (b) If two or more Term Adjuncts have provided instruction in the instrument or category an equal number of times as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit, priority shall be given to the Term Adjunct who has provided instruction in the instrument or category most recently.
- (c) If two or more Term Adjuncts have equally long records of instruction in the particular instrument or category as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit and have provided instruction equally recently, priority shall be given to the Term Adjunct who, in the discretion of the Head in consultation with the appropriate Area Coordinator, has a superior record of instruction in that instrument or category.



## APPENDIX L

### APPLIED MUSIC

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- 4.3 Notwithstanding Article 32.3, instruction in Composition or Applied Music or techniques or methods (180 series courses) shall not count toward eligibility for a General Right of Reappointment.
- 4.4 Notwithstanding Article 32.5.1, a Member with a minimum of six (6) years of consecutive service as a faculty Member in the Bargaining Unit and whose years of service multiplied by the cumulative total of School of Music Course Weights they have successfully instructed in that period equals seventy-two (72) or more may apply for a Continuing Adjunct appointment. Years of service in a continuing (e.g. tenured) or continuing-track appointment from which a Member has retired, resigned or been dismissed, or following which a Member has received a terminal appointment pursuant to Article 30.17.1 or Article 31.14.1 shall not count toward eligibility for a Continuing Adjunct appointment.
- 4.5 Notwithstanding Article 32.5.7, a Member newly appointed as Continuing Adjunct shall be entitled to a School of Music Course Weight load of no less than the average number of School of Music Course Weights per year they have instructed in all years used in calculating eligibility for a Continuing Adjunct appointment.
- 4.6 **Debit teaching accrued through Applied Music or Composition when a student drops one-on-one lessons.**
- Further to Article 32.5.7, any Member whose teaching assignment falls under their guaranteed workload (as per Article 32.5.7) due to Applied Music or Composition Students dropping their one-on-one lessons shall carry a debit balance of teaching duties. Debits will be calculated according to the following schedule (which is aligned with the Refund Schedule for Undergraduate courses):
- (a) Student drops in first four weeks of the fall term – 0.17 debit
  - (b) Student drops between Week 5 (Fall) and Week 2 (Winter) – 0.09 debit
  - (c) Student drops between Week 2 and Week 6 (Winter Term) – 0.04 debit
  - (d) Student drops Week 7 (Winter) or later – no debit
- 4.7 **Course Load Entitlement for Members Teaching Primarily Applied Music or Composition**
- 4.7.1 Notwithstanding Article 32.5.7.1(b), Term Adjunct Members who teach primarily\* Applied Music or Composition whose appointments are converted to Continuing

## **APPENDIX L**

### **APPLIED MUSIC**

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Adjunct Appointments shall be entitled to a course load of no less than the average number of half courses or part thereof per year that they have taught in all years and this shall be used in calculating eligibility for a Continuing Adjunct appointment.

\*“Primarily” shall be deemed to be half or more of a Member’s normal teaching assignment during the years used in calculating eligibility for a Continuing Adjunct Appointment.

- 4.7.2 For Continuing Adjunct Members teaching primarily Applied Music or Composition, the provisions of Article 32.5.7.3 shall not apply.

**APPENDIX M - CHILD-CARE BENEFIT PLAN**

1. Subject to the following, Members who have dependent children under the age of seven, and Members who have dependent children under the age of twelve in before and/or after school programs, summer camps, or programs during school professional activity days are eligible for reimbursement of child-care costs:
  - (a) All applications must be received in Human Resources by February 1<sup>st</sup> (i.e., the online application on the Human Resources website must be completed). If audited, Members will be required to submit proof of attendance from the provider, and amounts paid, to Human Resources prior to confirm entitlement to reimbursement.
  - (b) Reimbursement for dependent children under the age of seven will be made if the child-care costs are incurred at the usual facility attended by the child or at a summer camp. Reimbursement will not be provided for casual care. A Member on Academic Leave will be reimbursed for child-care expenses incurred at facilities away from the child's normal place of residence if the expenses qualify under (c).
  - (c) Reimbursement will be made only for child-care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
  - (d) If both parents are eligible, only one may claim the Child-Care Benefit.
  - (e) The plan maximum of \$2,250 per child will be provided annually, based on a calendar year. There are no carryover provisions if the full \$2,250 is not used in any given year.
  - (f) The daily maximum reimbursement for child-care expenses incurred by a Member for participation by a dependent child at a summer camp is \$5.
  - (g) Eligible dependent children are natural, step, common-law or adopted children or wards.
  - (h) The nominal value of the fund for this plan is \$351,714 in each year of the collective agreement. In the event that the value of eligible claims is less than the total amount available, the surplus shall be carried forward and added to the fund for the following calendar year. If the eligible claims exceed the total amount available per year, the fund will be reviewed and amounts will be pro-rated based

**APPENDIX M**  
**CHILD-CARE BENEFIT PLAN**

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on the number of eligible claims. The participation rate, reimbursement levels, funding and administration of this plan will be evaluated each year.

APPENDIX N - TUITION SUPPORT PLAN

1. Members' spouses and dependent children shall be eligible for tuition support through a scholarship plan provided by the University with a total annual value of no more than \$671,198.
2. The scholarships can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college and shall be no more than \$3,000 per annum. In the case of students in part-time programs, the payment shall be prorated to the number of courses required for the full-time program in that institution.
- 2.1 Tuition support for spouses and dependent children of Term Adjunct Members shall be calculated according to the total number of courses and part-courses that the Member has taught or will teach in the applicable year as a percentage of the Normal Teaching Load ("NTL") in their Unit (the "Prorated Percentage". NTL is expressed as a number of Full Course Equivalents ("FCE") taught per year. The following scenarios serve to illustrate this rule:
  - In Units with an NTL of **2.5 FCE/yr**, the tuition support will be prorated to twenty (**20**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
  - In Units with an NTL of **2.0 FCE/yr**, the tuition support will be prorated to twenty-five (**25**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
  - In Units with an NTL of **1.5 FCE/yr**, the tuition support will be prorated to thirty-three (**33.33**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- 2.2 For spouses and dependent children of Continuing Adjunct Members, the tuition support entitlement shall be prorated based on the greater of: (a) the Member's Full-Time Equivalent ("FTE%") expressed as a percentage; and (b) the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member. For Adjunct Members who did not receive tuition support in the Fall term, and who have a successful application in the Winter term, their tuition calculation will be based on \$2,000, instead of \$1,000.

Where the spouse or dependent child of a Continuing Adjunct Member applies for tuition support in a given year, the Faculty Relations Office shall assess the Member's appointment for that year, during the Winter term, and determine whether their FTE

## APPENDIX N

### TUITION SUPPORT PLAN

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percentage exceeds the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member. If so, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Member's FTE percentage. If the Member's FTE percentage does not exceed the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Prorated Percentage.

- 2.3 The maximum tuition support available to a spouse or dependent child of Adjuncts shall not exceed \$3000, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be). In the case of students in part-time programs, the payment shall be further prorated based on the number of courses required to constitute a full-time program at the institution at which the program is offered.
3. To be eligible for tuition support, the prospective student must meet the admission requirements of the program and maintain academic standing at the institution at which it is offered.
4. Awards will be made to the spouse and/or dependent children of a Member in two installments.
- 4.1 Subject to the last sentence in the first subparagraph of paragraph 2.2, an initial sum of \$2,000 shall be awarded as soon as possible in the Fall term upon confirmation of registration. A second installment shall be made in the Winter term after the remaining balances of the fund have been calculated and prorated among the number of applicants. This sum shall not exceed \$1,000 per applicant.

In all cases, students shall be required to provide proof of continuing standing in a recognized university or college.

- 4.2 An eligible applicant attending a Spring or Summer course shall be reimbursed for this session with the first installment.
- 4.3 Applicants who are attending an institution where the first term begins during Queen's Winter term shall receive an amount equivalent to the first installment (\$2,000) for this term. The amount paid for the second term shall be the amount calculated for the Queen's Winter term (up to a maximum of \$1,000). These applications should be submitted manually by contacting Human Resources directly.

## APPENDIX N

### TUITION SUPPORT PLAN

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5. Applicants shall provide all documentation required to administer the Plan, including submission of a completed application on or before the deadlines established by the University.
6. In the event that the value of eligible applications is less than the total amount available, the surplus shall be carried forward and added to the fund for the following academic year. If the eligible applications exceed the total amount available per year, the fund will be reviewed and amounts will be prorated based on the number of eligible applications. Where monies are returned to the fund after the monies have been distributed, these also shall be carried forward to the following academic year. The University shall apprise the Association annually of the number and amounts of scholarships distributed and of the method of and reasons for the distribution process so that the Association may advise its Members.
7. The spouses and dependent children of Members who are on leave, receiving Long Term Disability benefits, retired, or who have died in service, are eligible for tuition assistance under this plan.
8. If both parents of a dependent child are employed by the University, and each is covered under the Tuition Support Plan or a similar plan, it is acknowledged that, in respect of that dependent child, the University will award only one scholarship per dependent child.
9. **Definitions for the purposes of the Tuition Support Plan:**
  - (a) “Dependent Children” are natural, step, common-law or adopted children or wards under 25 years of age. A Dependent child who is under 25 years of age as of August 31st in any year of application shall receive both installments if they qualify for reimbursement that plan year.
  - (b) “Spouse” is a legal spouse or common-law spouse or partner.
  - (c) “Retiree” is a person who was a member of Queen’s faculty, who served continuously for a period of ten (10) years or more, and who has retired from Queen’s University.
  - (d) “Recognized university or college” is an institution that: in Canada is a member of Universities Canada (formerly AUCC), or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where (i) students undertake study outside Canada and the United States and no recognized accrediting bodies exist, or (ii) where students undertake study in

## **APPENDIX N**

### **TUITION SUPPORT PLAN**

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discernibly high-quality non-university or college based programs, students shall apply to the Office of the University Registrar, who shall determine eligibility on a case-by-case basis.



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

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

1. In this Appendix, “Committee” refers to the Committee described in Article 30.2 in the case of faculty Members, and to the Committee described in Article 31.2 in the case of librarian and archivist Members. “Unit Head” refers to the Heads of both an Academic Unit and a Library ‘department’.
2. By May 15, for Renewal, Tenure — or in the case of librarian and archivist Members, a Continuing Appointment — or Promotion, a Member who is an Aboriginal person shall be advised that they may, by July 1, request that the Unit Head add an Aboriginal person as a participant to the Committee and may suggest to the Unit Head the name(s) of suitable participants. The Unit Head, upon receipt of this request, shall in consultation with the Aboriginal Council select a person who may or may not be an academic and who is at arm’s length from the candidate to be the Aboriginal participant in the relevant personnel process regarding this applicant.
3. The Aboriginal Council shall provide the Unit Head with the name and contact information of its recommendation(s) by August 1st.
4. Prior to being nominated to join a Committee as an Aboriginal participant, a person must undertake to be bound by the provisions of the Collective Agreement respecting confidentiality and confirm that they will be available to attend meetings within the time framework set out in the Collective Agreement.
5. The Unit Head shall advise the Committee Chair and the applicant of the name of any Aboriginal participant selected to join the Committee as soon as possible after they have been identified.
6. The role of the Aboriginal participant shall be to provide advice to the Committee on any aspect of the Aboriginal candidate’s Renewal/Tenure/Continuing/Promotion File which may be a reflection of the candidate’s heritage.
7. The Aboriginal participant shall be a member of the Committee with respect to the Aboriginal candidate, and shall attend meetings, have access to all documents, and be able to participate in all discussions about the Aboriginal candidate.
8. The Aboriginal participant will not vote on the Committee’s recommendation, but may prepare an independent report when the Committee’s discussions are concluded.

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

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Where the Aboriginal participant prepares such a report, it will go forward as part of the file along with the Committee's recommendation to each successive level.

9. Subject to the disclosure obligations under the Collective Agreement, all recommendations and reports, including the report of the Aboriginal participant, shall remain confidential.

**APPENDIX P  
CERTAIN TERM ADJUNCT APPOINTMENTS REFERRED TO IN PARAGRAPH 2.a OF  
APPENDIX S**

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**APPENDIX P - CERTAIN TERM ADJUNCT APPOINTMENTS REFERRED TO IN  
PARAGRAPH 2.a OF APPENDIX S**

1. This Appendix applies to persons described in Paragraph 2.a of Appendix S who receive an offer of an appointment to become a Course Author or Course Reviser of an Online Course, but do not otherwise hold an appointment pursuant to Article 25 of the Collective Agreement.
2. The persons referred to in Paragraph 1 of this Appendix shall receive an offer of a Term Adjunct appointment that complies with Article 25.1.3 of the Collective Agreement except that, contrary to Article 25.1.3.1, such appointment will not identify a rank but will specify a title, i.e. Course Author or Course Reviser.
3. Where the University seeks to appoint a Course Author or Course Reviser, and the successful applicant for the Course Author or Course Reviser appointment will be appointed subsequently to teach the course for the first offering as per paragraph 3. j. of Appendix S, the Unit Head or Term Adjunct Appointments Committee, as applicable, may modify the appointment procedures specified in Article 25.10 in order to reflect the fact that the successful applicant must be qualified to develop or revise the course, and subsequently to serve as the Instructor.
4. The following provisions of the Collective Agreement shall not apply to persons referred to in paragraph 1 of this Appendix who accept a Term Adjunct appointment as a Course Author or Course Reviser of an Online Course:
  - a. Article 25.3.4;
  - b. Article 27;
  - c. Article 33;
  - d. Article 36.3.2; and,
  - e. Appendix M.

**APPENDIX Q**  
**COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

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**APPENDIX Q - COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

1. A Member may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall be
  - (a) appropriately compensated according to Article 42.4.4 and Table A, below; and
  - (b) outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.
2. All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

3. **Table A**

Duty	Compensation		
	2019-20	2020-21	2021-22
1. <b>PhD Comprehensive Examination</b>	\$129	\$131	\$133
2. <b>Graduate Supervision</b>			
a. Member of a committee reviewing a thesis proposal, MA/MSc or PhD	\$129	\$131	\$133
b. Co-supervision of an MA/MSc thesis	50% of the minimum stipend for a half-credit course		
c. Supervision or co-supervision of an MA/MSc essay/project	\$644	\$654	\$666
d. Co-supervision of a PhD thesis	Minimum stipend for a half-credit course		
3. <b>Reading and Examining a Graduate Thesis</b>			
a. An MA/MSc thesis	\$315	\$320	\$326
b. A PhD thesis	\$625	\$635	\$647
4. <b>Undergraduate Supervision</b>			
a. Undergraduate Honours thesis	\$644	\$654	\$666
5. <b>Directed Reading Course</b> (per 0.5-credit course equivalent)	\$644	\$654	\$666
6. <b>Other Duties</b> (per hour)	\$51	\$52	\$53

4. The rates set out in Table A, above, shall be applied as follows:

**APPENDIX Q**  
**COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

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- (a) A Member shall receive payment pursuant to Table A only if the additional duty is taken on while they have an appointment as a Term Adjunct. Specifically,
  - i for co-supervision of an MA/MSc thesis, the compensation shall be pro-rated by one-half ( $\frac{1}{2}$ ) for each year of a multi-year supervision completed prior to the Member commencing a Term Adjunct appointment;
  - ii for co-supervision of a PhD thesis, the compensation shall be pro-rated by one-quarter ( $\frac{1}{4}$ ) for each year of a doctoral supervision completed prior to the Member commencing a Term Adjunct appointment; and
  - iii for reading and examining a graduate thesis, the rates shall be paid if the examiners' reading period as defined by the School of Graduate Studies and Research (currently 2 weeks for an MA/MSc thesis and 5 weeks for a PhD thesis) overlaps with the Term Adjunct appointment.
- (b) The compensation for co-supervision of an MA/MSc thesis includes reviewing the thesis proposal and reading and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
- (c) The compensation for co-supervision of a PhD thesis includes the PhD comprehensive examination, reading the thesis proposal and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
- (d) Clarity note: supervision of students in clinical, professional and other academic programs is not sufficient to justify inclusion of a person in the Bargaining Unit.

## **APPENDIX R EMPLOYMENT INSURANCE (EI) HOURS**

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### **APPENDIX R - EMPLOYMENT INSURANCE (EI) HOURS**

1. The number of hours that shall normally be reported on a Term Adjunct's Record of Employment (ROE) as "hours of insurable employment" is 464 hours for a full (1.0) credit course and 232 hours for a half (0.5) credit course.
2. If a Term Adjunct believes that the actual time necessary to carry out the duties of instructing and evaluating a course has exceeded the above, they may submit documentation supporting the claim to their Unit Head no later than thirty (30) days after the last day of the class in the Academic Term or the Academic Session in which the Term Adjunct delivered the course.
3. Upon receiving the claim, the Unit Head shall determine what is a reasonable number of hours of insurable employment for the Term Adjunct and shall communicate the decision to the Human Resources department, which shall reflect the Unit Head's determination on the Term Adjunct's Record of Employment.
4. The number of hours reported on Members' Records of Employment is to be used for Employment Insurance (EI) eligibility purposes only.

## APPENDIX S - ONLINE COURSES

### 1. Definitions

The terms listed below will, for the purposes of this Appendix, have the following meaning:

- a. **Online Course** refers to a for credit course that is offered fully online and can be taken by students in any location without being required to attend any sessions, excluding examinations, at Queen's University or any other physical location owned or controlled by Queen's University.
- b. **Course Development** refers to all aspects of developing a new Online Course undertaken by the Course Author and the Instructional Design Team. It includes, but is not limited to, developing course learning outcomes, assessments, learning activities, a detailed course outline, developing and selecting instructional materials and content, textbooks, online resources and multi-media materials. Course Development also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.
- c. **Major Revision** refers to a substantial review for the purpose of making modifications to the Online Course undertaken by the Course Reviser and the Instructional Design Team. It includes, but is not limited to, the modification of course learning outcomes, assessments, learning activities, the detailed course outline, instructional materials and content, textbooks, online resources and multi-media materials. Major Revision also includes securing any necessary rights from third parties and reviewing and making improvements to the revised course after the first offering of the revised course.
- d. **Course Delivery** refers to all aspects of teaching an Online Course. It includes, but is not limited to, updating content and assignment questions before the upcoming offering, communicating with students, supervising teaching assistants, grading student work, monitoring the course and students' progress. If the course is being offered for the first time in a new format, it also includes the Instructor collaborating with the Instructional Design Team and the Course Author (if different from the Instructor) to review and make improvements to the course.
- e. **Instructor** refers to an individual assigned to teach an Online Course.
- f. **Course Author** refers to an individual who has entered into a Course Authorship Agreement with the University in accordance with this Appendix to develop an Online Course in collaboration with the Instructional Design Team. The Course Author is

responsible for the provision of disciplinary, subject matter, and discipline- appropriate pedagogical expertise to the Course Development process.

- g. **Course Reviser** refers to an individual who has entered into a Course Revision Agreement with the University in accordance with Paragraph 3 of this Appendix to perform a Major Revision of an Online Course in collaboration with the Instructional Design Team. The Course Reviser is responsible for the provision of disciplinary, subject matter, and discipline-appropriate pedagogical expertise to the Major Revision process.
- h. **Instructional Design Team** refers to one or more individuals including an instructional designer who collaborate with a Course Author or Course Reviser to develop or do a Major Revision to an Online Course. The instructional designer is responsible for the provision of project management, course design and online pedagogical expertise to the Course Development or Major Revision process.
- i. **Agreement** refers to an individual contract between the University and a Member for the Course Authorship or Major Revision of an Online Course that conforms to the templates that are appended to this Collective Agreement as Schedule C and Schedule D.
- j. **Letter of Appointment** refers to a limited term appointment for the Course Development, Major Revision, or Course Delivery of an Online Course between the University and an individual who otherwise does not hold an appointment in accordance with Articles 25.1 or 25.2. Where such an individual is appointed for the purposes of Course Authorship or Major Revision, an Agreement as defined at Paragraph 1.i shall be appended to their Letter of Appointment.
- k. **Intellectual Property** has the meaning set out in Article 16.2.

## 2. Appointment, Assignment and Workload

- a. All Course Authors, Course Revisers and Instructors of Online Courses shall hold appointments pursuant to Article 25 and subject to Appendix P, if applicable. Pursuant to Article 25.1.3.1 and subject to Appendix P, if applicable, where a Course Author, Course Reviser or Instructor of an Online Course does not otherwise hold such an appointment, they shall be appointed as a Term Adjunct pursuant to Article 25.1.3.1 for the duration of such appointment.
- b. Where a Member is assigned duties associated with Course Authorship or Major Revision and/or Course Delivery of an Online Course as part of their normal workload,



and/or the Member has not received an offer to enter into a Course Authorship Agreement or Major Revision Agreement with the University in accordance with Paragraph 3 and Table A below, then the provisions of Paragraph 3 and Table A will not apply to the Member and the University shall not seek a license for the Intellectual Property that the Member created and/or provided in the completion of such assigned duties. Course Authorship or Major Revision and/or Course Delivery duties in this instance shall be assigned in accordance with the Workload Standard of the Unit.

### **3. Course Authorship or Major Revision Agreement**

- a. The University may enter into a Course Authorship Agreement or Major Revision Agreement (each of which is an Agreement as per Paragraph 1.i of this Appendix) with a Member. Such Agreements shall be subject to this Appendix, excluding Paragraph 2.b. It is contemplated that Course Development or Major Revision work with respect to an Online Course may be undertaken by one or more Members.
- b. When Course Development or Major Revision is undertaken by a Member in accordance with Paragraph 3.a, the Agreement shall set out the rights and responsibilities of the University and the Member.
- c. A Course Authorship Agreement or Major Revision Agreement shall conform to the provisions of this Appendix and to the templates that are appended to this Collective Agreement at Schedule C and Schedule D.
- d. A Course Authorship Agreement or Course Revision Agreement shall grant the University an irrevocable non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use the Member's Intellectual Property created and/or provided under the Agreement by the Member for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided, including where there are modifications, updates and changes to the course in accordance with Paragraph 3.e of this Appendix. Any use of Intellectual Property created and/or provided under the Agreement that is not included in the license is prohibited without the consent of the Course Author or Course Reviser.
- e. The license referenced at Paragraph 3.d shall give the University the right to:
  - i. place any Intellectual Property of the Member into another medium or format as appropriate for course delivery;

## APPENDIX S ONLINE COURSES

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- ii. transfer all Intellectual Property into a current or any successor learning management system or delivery medium;
  - iii. modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision as per Paragraph 1.c; and
  - iv. continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.
- f. A Course Author or Course Reviser shall own the Intellectual Property that they create and/or provide and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
- g. A Member who has entered into an Agreement shall work in collaboration with the Instructional Design Team which shall provide the Member with training, assistance and advice in the technological and pedagogical aspects of the development of Online Courses.
- h. The Online Course shall meet the quality standards for academic programming as defined in the Queen's University Quality Assurance Processes (QUQAPs). In addition, the Online Course will conform to any University-wide and Senate approved quality standards and/or benchmarks and/or best practices for online teaching.
- i. The Online Course shall meet the academic requirements of the applicable Unit, shall share the same learning outcomes as the on-campus version of the course (if an on-campus version exists), and shall be subject to the final authority of the applicable Unit.
- j. Subject to Paragraph 4.e, the Course Author of a newly developed Course or a Course Reviser of a newly revised course shall be appointed to teach the course for its first offering, unless they decline the offer to teach it. All modifications to the course made during the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a above.
- k. If the Member who developed or revised an Online Course declines the offer to teach it, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course. Modifications to the Online Course, if any, shall be made in collaboration with the Instructional Design Team.

## APPENDIX S ONLINE COURSES

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- l. After the first offering of a newly developed or revised Online Course, the Course Author or Course Reviser shall review and make modifications, as appropriate, in collaboration with the Instructional Design Team and the Instructor, if different from the Course Author or Course Reviser. All modifications to the course made after the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a.
- m. If an Online Course for which a Member was the Course Author does not undergo a Major Revision within five (5) Academic Years from the Academic Year in which the Course Development was completed the Course Authorship Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- n. If an Online Course for which a Member was the Course Reviser does not undergo a subsequent Major Revision within five (5) Academic Years from the Academic Year in which the Major Revision was completed the Course Reviser Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- o. By mutual agreement of the parties to an Agreement, such Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraph 3.d.
- p. At any time following seven (7) Academic Years from the Academic Year in which:
  - i. a Course Author completed a Course Development; or
  - ii. a Course Reviser completed a Major Revision;other than when students have registered for an offering of the course or when the course is being delivered,
  - i. The Course Author referenced in 3.p.i; or
  - ii. The Course Reviser referenced in 3.p.iimay terminate their Agreement with the University and such termination will include the termination of their license referenced in Paragraph 3.d.
- q. Where the University holds more than one license pertaining to the Intellectual Property contained within a course, the termination of one such license in accordance with either 3.m, 3.n, 3.o or 3.p of this Appendix shall not preclude the University from continuing to exercise its right to use other Intellectual Property contained within the

course as licensed to the University in accordance with Paragraph 3.e of this Appendix.

- r. The stages of Course Development or Major Revision and the related pay schedule shall be followed.
- s. The Course Author shall be identified clearly as such on the Online Course web page and course syllabus. When an Online Course is subject to a Major Revision, the Course Reviser shall also be identified clearly as such on the Online Course web page and course syllabus. Notwithstanding the above, if the current Instructor teaching an Online Course is not the Course Author or Course Reviser but has made revisions to the Online Course, they may request that a notice be placed on the course web page to that effect. The Online Course web page shall carry the date of the initial development and of any Major Revision of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of the Course Author's Intellectual Property, and where applicable, the Course Reviser's Intellectual Property.

#### **4. Course Delivery**

- a. Subject to Paragraph 4.e, a Member who is a Course Author of an Online Course for which the University has a license shall be offered an assignment to teach that course the first time that it is offered. If such a teaching assignment is accepted, all modifications to the course made during the first offering shall be deemed to be incorporated into the original Course Authorship Agreement.
- b. If the Member who is the Course Author or Course Reviser of an Online Course declines the offer to teach the Online Course, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course.
- c. Any Member assigned to teach an Online Course in accordance with this Appendix shall receive access to training and assistance in the technical and pedagogical aspects of the teaching and delivery of an online course.
- d. A Member instructing an Online Course shall receive a level of teaching assistant support that is commensurate to that available for a Member instructing the same course in another format, with due regard to any differing levels of teaching assistant support that may be appropriate as a function of the course delivery format.
- e. As per Paragraph 3.a, it is contemplated that Course Development or Major Revision work may be undertaken by more than one Member. In such a circumstance, the Unit

## APPENDIX S ONLINE COURSES

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will assign an appropriate Instructor(s) from among such Members to deliver the first offering of the course. If any such Member declines the offer to teach the Online Course, the Unit may assign an appropriate Instructor(s).

- f. It is contemplated that Course Delivery work with respect to an Online Course may be undertaken by more than one Member.

5. **Table A** - Base Stipends per half (0.5) credit course equivalent for Members performing work as part of an Agreement in accordance with Paragraph 3 of this Appendix shall be as set out in Table A (below):

### Notes to Table A:

Agreement for:	2019-20	2020-21	2021-22
Course Development	\$4,999	\$5,079	\$5,176
Major Revision	\$2,500	\$2,540	\$2,588
Course Delivery	\$8,070	\$8,199	\$8,355

Subject to the following, Members will be paid a stipend as per Table A, above:

- pay in lieu of benefits, where applicable, shall be calculated as per Article 42.4.2.3;
- the supplement for teaching experience, where applicable, shall be calculated as per Article 42.4.2.1; and
- the supplement for large classes, where applicable, shall be calculated as per Article 42.4.2.2.
- All other aspects of Article 42 shall apply where and as applicable.

If the work of Course Development/Major Revision/Course Delivery with respect to an Online Course is undertaken by more than one (1) Member, the stipend payable to each Member will be no less than the pro-rated value of the Base Stipend according to the level of responsibility assumed by that Member.

**APPENDIX T**  
**PRACTICA COURSES – FACULTY OF EDUCATION**

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**APPENDIX T - PRACTICA COURSES – FACULTY OF EDUCATION**

Base Stipends for certain practica courses are set out as follows:

**Table A:** Base Stipends

<b>Course</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
PRAC 190/191 – Concurrent Education (Fall-Winter terms)	\$5,015	\$5,095	\$5,192
PRAC 420, 430, 440 – Consecutive Education (Fall-Winter terms)			

**Table B:** Minimum Stipends for PRAC-19X - Base Stipend (per enrolment of approximately 18 students - no enrolment supplement)

<b>Years of Teaching Experience</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
0	\$5,015	\$5,095	\$5,192
1	\$5,090	\$5,171	\$5,270
2	\$5,166	\$5,249	\$5,349
3	\$5,243	\$5,328	\$5,429
4	\$5,322	\$5,408	\$5,510
5	\$5,402	\$5,489	\$5,593
6	\$5,483	\$5,571	\$5,677
7	\$5,565	\$5,655	\$5,762
8	\$5,648	\$5,740	\$5,848
9	\$5,733	\$5,826	\$5,936
10	\$5,819	\$5,913	\$6,025
11	\$5,906	\$6,002	\$6,115
12	\$5,995	\$6,092	\$6,207

**APPENDIX T**  
**PRACTICA COURSES – FACULTY OF EDUCATION**

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**Notes:**

1. Term Adjuncts paid under this Appendix shall be paid the appropriate Minimum Stipend set out in Table B above, unless Article 42.4.1.4 or Article 42.4.1.5 apply.
2. PRAC 190/191, 420, 430, 440 courses are not eligible for the supplement for large classes ( $\geq 100$  students) that is set out in Article 42.4.2.2.
3. The Minimum Stipends in Table B are deemed to include supplements for years of teaching experience per Article 42.4.2.1.
4. Unless expressly modified by this Appendix, all other aspects of Article 42 shall apply.

## APPENDIX U

### ABORIGINAL TEACHER EDUCATION PROGRAM

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#### APPENDIX U - ABORIGINAL TEACHER EDUCATION PROGRAM

**1) Community-Based Term Adjunct Faculty Liaison Duties:** The community-based Aboriginal Teacher Education Program (ATEP) extends over six Academic Terms. The practicum in the ATEP includes five periods of three or four weeks each, for a total of seventeen weeks. Term Adjunct community-based liaison faculty will receive a stipend per ATEP teacher candidate supervised.

Year	PRAC 195/425 (Telephone Support)	PRAC 195/435 (Telephone Support & School Visit)	PRAC 195/445 (Telephone Support & School Visit)
2019-20	\$76	\$152	\$152
2020-21	\$77	\$154	\$154
2021-22	\$78	\$157	\$157

These amounts are effective on May 1<sup>st</sup> in each year listed.

In the event a supervisory visit is required for PRAC 195/425, the same stipend will apply as is provided for PRAC 195/435.

**2) Payment Schedule for Community-Based ATEP Instructors:** Term Adjunct Members teaching community-based ATEP courses in modular format will be paid monthly. Should additional supervision be required, pay adjustments will be applied in a final (additional) pay installment.



APPENDIX V - MOA RE FACULTY 180

MEMORANDUM OF AGREEMENT (MOA)

Between

QUEEN'S UNIVERSITY ("QUEEN'S")

And

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

***RE: Use of the Faculty 180 tool for online Annual/Biennial Reporting***

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**WHEREAS** the University and QUFA entered into a Letter of Agreement dated November 16, 2016, attached hereto, ("LOA");

**AND WHEREAS** the LOA is specific to Members' use of a software tool, referred to as Faculty 180, to enable Members to file online their Annual/Biennial Reports in 2017;

**AND WHEREAS** the Parties extended, during the term of the Collective agreement in force until April 30, 2019, Members' permitted use of Faculty 180 in a Memorandum of Agreement dated January 23, 2018;

**AND WHEREAS** the Parties wish to extend Members' permitted use of Faculty 180;

**Now, therefore**, the Parties agree that:

1. Members may continue to use Faculty 180 voluntarily, for the purpose of submitting their Annual or Biennial Reports, during the term of the Collective Agreement that is in force as per Article 43 (Duration);
2. A working group, consisting of two representatives of the University and two QUFA Members, will be established in 2019, and mandated to meet from time-to-time during the Term to discuss the functionality and performance of Faculty 180, provide updates to JCAA and make recommendations.

Signed on behalf of Queen's University this 11th day of December, 2018.

**ORIGINAL SIGNED BY:**

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Collective Agreement (Faculty, Librarians and Archivists)  
Between Queen's University Faculty Association (QUFA) and  
Queen's University at Kingston (May 1, 2019 TO 2022)

\_\_\_\_\_  
Dan McKeown

Signed on behalf of QUFA on this 11th day of December, 2018.

**ORIGINAL SIGNED BY:**

\_\_\_\_\_  
Elizabeth Hanson

**Letter of Agreement**

**Re: Use of the Faculty 180 tool for online Annual/Biennial Reporting Between**  
**Queen's University (the "University") And**  
**Queen's University Faculty Association ("QUFA")**  
**Herein after referred to as "the Parties"**

Whereas the University decided in 2012 to procure software to assist in the management of faculty members' CV information, and the procurement process culminated in a decision by the University to license software, referred to as Faculty 180, that would facilitate online filing of Members' Annual/Biennial Reports;

And Whereas Article 28.2.2 of the Collective Agreement provides that the Annual/Biennial Report is to be completed "on standardized forms which are approved by the Parties";  
And Whereas filing an Annual/Biennial Report is mandatory for Members, save Term Adjuncts;  
Now, therefore, the Parties agree that:

- 1) Members may use the Faculty180 software which has been modified to conform to the requirements of Article 28.2.2 of the Collective Agreement to submit an Annual/Biennial Report in lieu of the current standardized forms that have been proposed by the Faculties/Library/Archives and approved by the JCAA and which, subject to paragraph 7 hereof, will continue in use;
- 2) Members' use of Faculty180 for the purpose of filing the Annual/Biennial Report on or before the deadline of February 1, 2017 will be voluntary;
- 3) The University will inform Unit Heads and Deans in writing, as soon as possible, that in respect of the obligation owed by Members to submit their Annual/Biennial Report on or before February 1, 2017: Members may complete their reports on the

**APPENDIX V**  
**MOA RE FACULTY 180**

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relevant paper forms, or in electronic format by using the Faculty 180 tool; Members' choice of format for submitting their Annual/Biennial Report shall not be considered by the Unit Heads in conducting a review and preparing the assessment and the Unit Heads shall not express any preference with respect to which format Members will use in submitting their Annual/Biennial Reports;

- 4) Information submitted in the Annual/Biennial Reports in any format, including Faculty 180, is solely for the purpose of conducting a review of a Member's performance in order to prepare an assessment as provided for in Article 28.1.1 and may not be aggregated or compiled with information from Annual/Biennial Reports of other Members or searched for the purpose of producing performance indicators with respect to the Member, his/her Unit, Faculty or Queen's University;
- 5) Notwithstanding paragraph 3, Members may, at their discretion, use information they have supplied to generate an Annual/Biennial Report using Faculty180 to generate other documents presenting their individual accomplishments, such as Curricula Vitae;
- 6) Nothing in paragraph 3 is intended to preclude the comparison of one Member's Annual/Biennial Report, considered in its totality, with those of other Members for the purpose of determining merit ratings as per Article 28.1.1(d) of the Collective Agreement; and,
- 7) With specific reference to the standardized forms currently in use that are referred to in paragraph 1, it is understood any decision to discontinue or otherwise restrict their use by Members in the future in favour of mandatory use of the Faculty 180 tool for Annual/Biennial Reporting purposes would require the approval of the Parties.

Signed on behalf of Queen's University this 16th day of November, 2016.

**ORIGINAL SIGNED BY:**

\_\_\_\_\_  
Dan McKeown

Signed on behalf of QUFA on this 16th day of November, 2016.

**ORIGINAL SIGNED BY:**

\_\_\_\_\_  
Elizabeth Hanson

**APPENDIX W: MEMORANDUM OF AGREEMENT RE INVESTIGATION REPORTS**

**MEMORANDUM OF AGREEMENT (MOA)**  
BETWEEN  
QUEEN'S UNIVERSITY (the "UNIVERSITY")  
AND  
QUEEN'S UNIVERSITY FACULTY ASSOCIATION (the "Association")  
("the Parties")

***RE: Article 20 and Investigation Reports***

**WHEREAS** the Parties entered into a Memorandum of Agreement dated December 11, 2018, related to Articles 20 and 21 of the 2015-2019 Queen's-QUFA Collective Agreement (the "2018 MOA");

**AND WHEREAS** in the 2018 MOA, the Parties recognized that there may be a process they can agree to follow to facilitate earlier access by the Association to investigation reports;

**NOW THEREFORE**, the Parties agree as follows:

1. Upon receiving a written request from the Association to facilitate access to an investigation report in a case/cases where discipline has been imposed on a Member, and the Association has filed a grievance related to the disciplinary measure(s) imposed, the University shall prepare and send a Solicitor's undertaking in the form attached as Appendix 1 to this MOA.
2. Upon receipt of an executed solicitor's undertaking in the form attached as Appendix 1, the University shall, as soon as reasonably possible, facilitate access to a hard copy of the investigation report(s) at a time and location to be determined.
3. The process detailed in this MOA shall remain in place for the duration of the 2019-2022 Collective Agreement.

Signed on behalf of the University this 11<sup>th</sup> day of April 2020.

*ORIGINAL SIGNED BY*

\_\_\_\_\_  
Dan McKeown

Signed on behalf of QUFA on this 6<sup>th</sup> day of April 2020.

*ORIGINAL SIGNED BY*

\_\_\_\_\_  
Elizabeth Hanson

## APPENDIX W MOA RE INVESTIGATION REPORTS

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### APPENDIX 1

[DATE]

[Solicitor's Name]

**OFFICE OF THE PROVOST  
AND VICE-PRINCIPAL (ACADEMIC)**  
Richardson Hall, Suite 353  
Queen's University  
Kingston ON Canada K7L 3N6  
Tel 613 533-2020

Dear [Solicitor],

**Re: Investigation Report with respect to [MEMBER'S NAME] ("the Report")**

We are writing regarding your request to be provided access, in connection with your role as QUFA's Solicitor, to review a copy of the Report. The University's current practice is to provide QUFA with the tentative results of an investigation pertaining to a QUFA Member, in writing, in accordance with applicable University policies and consistent with Article 20 of the Collective Agreement. We acknowledge that QUFA could otherwise obtain access to an investigation report by order of an arbitrator through the grievance-arbitration process, and your request, at this pre-arbitration juncture, is for the purpose of assessing the need for QUFA to continue to pursue its grievance(s) regarding the University's imposition of discipline against [MEMBER'S NAME].

On a without precedent basis, the University is prepared to provide you with an opportunity to view the Report, subject to various undertakings and conditions set out below:

1. Disclosure of the Report, in the manner described in this Agreement, does not constitute a waiver of any legal privilege that may be asserted by the University in respect of any other document;
2. You undertake to only read the Report and to use it in advising QUFA and obtaining its instructions with respect to the [MEMBER'S NAME].discipline grievance(s). No other use or disclosure of the Report, publicly or otherwise, is authorized;
3. You agree not to make a physical or electronic copy of the Report, and that you will not transmit or otherwise disclose its content in any format to any person, including, without limitation, [MEMBER'S NAME].

Please sign below to confirm your agreement to these terms. Following receipt of an executed letter, the University will facilitate your access to a hard copy of the Report at a time and location to be determined.

**APPENDIX W**  
**MOA RE INVESTIGATION REPORTS**

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Sincerely,

[NAME]

Associate Vice-Principal, Faculty Relations

---

[Solicitor's Name]

---

Date

**SCHEDULE A**  
**LIST OF REGISTERED CHARITIES (PURSUANT TO ARTICLE 3.1.2)**

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**SCHEDULE A - LIST OF REGISTERED CHARITIES (PURSUANT TO ARTICLE 3.1.2)**

**LIST OF APPROVED CHARITIES**

1. Kingston General Hospital Foundation
2. Hotel Dieu Hospital (Kingston) Foundation
3. Providence Continuing Care Centre Foundation (St. Mary's of the Lake Hospital - Providence Manor)
4. United Way (Kingston, Frontenac, Lennox and Addington)
5. Kingston Literacy
6. Partners in Mission Food Bank
7. Amnesty International
8. Kingston Interval House
9. The Kingston Humane Society
10. Weeneebayko General Hospital Foundation
11. Doctors Without Borders Canada (Médecins Sans Frontières Canada)
12. Engineers Without Borders Canada
13. Dentists Without Borders Corp.
14. The Canadian Red Cross Society
15. International Federation of Red Cross and Red Crescent Societies
16. UNICEF
17. World University Service of Canada (WUSC)
18. Stephen Lewis Foundation
19. Care Canada
20. Save the Children Canada
21. War Amputees of Canada (War Amps)
22. The Salvation Army

**SCHEDULE B  
GUIDELINE REGARDING EMPLOYER'S PRACTICES/PROCEDURES/  
ADMINISTRATION OF SICK LEAVE**

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**SCHEDULE B - GUIDELINE REGARDING EMPLOYER'S PRACTICES/PROCEDURES/  
ADMINISTRATION OF SICK LEAVE**

This guideline is **For Information Purposes Only** and can now be found at:

<http://www.queensu.ca/humanresources/policies/time-away/sick-leave/sick-leave-administrative-guidelines>

*This guideline is intended to set out the general principles that govern the University's administration of the short-term sick leave benefit. The guideline is not intended to be an exhaustive list of all possible scenarios that might arise – flexibility to take individual and unique circumstances into account must be maintained both for employees' benefit and for the integrity of the plan. The guideline is subject to the specific requirements of the collective agreement.*



## **SCHEDULE C COURSE AUTHORSHIP AGREEMENT**

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### **SCHEDULE C - COURSE AUTHORSHIP AGREEMENT**

Course Authorship Agreement

Contract Number: XXXS

This Agreement made [date] between:

Queen's University

And

[Name]

It is agreed between the Parties that [Name] shall develop [Course XXX] for online delivery]. It is expected that such development will commence on [Date] and shall be completed by [Date]. Pursuant to Appendix S of the Collective Agreement between Queen's University and the Queen's University Faculty Association ("QUFA") it is understood that:

1. [Name] will have the following responsibilities:

*(a) Administrative service responsibilities*

- Completing a course plan that identifies general course objectives/expectations, methods of assessment, mark breakdown, course resources and details of the components of each section/unit of the course including section/unit objectives.
- Completing a curriculum submission, if required;
- Completing a template document for the course syllabus;
- Identifying the necessity for and, when necessary, assisting in obtaining permission for the use of Intellectual Property for the course;
- Participating in testing online course components prior to the start of the course; and
- Meeting project timelines which will include the completion of the course development by [Date].

*(b) Academic responsibilities*

- Providing subject expertise and ensuring the course reflects the highest levels of scholarship in the discipline and subject area;
- Adopting evidence-based practices for effective online teaching in the design of the course;

## **SCHEDULE C**

### **COURSE AUTHORSHIP AGREEMENT**

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- Determining the type of activities and interactive components to be included in the course and how these could best be structured;
  - Identifying and establishing achievable, measurable, and pedagogically sound learning outcomes and unit and lesson objectives;
  - Developing appropriate assessments to measure learning and preparing multiple versions of each assessment activity, so that each time the course is offered, it will be possible to combine different assessment activities to maintain academic integrity;
  - Preparing and reviewing drafts of course materials and recommending other resources for reference;
  - Ensuring that the course content is accurate and has an appropriate level of rigour;
  - Identifying and/or developing appropriate lesson study materials including:
    - Required and recommended reading materials
    - Concept expansion materials (text-based, graphic, and/or multi-media)
    - Student interactions (e.g. discussion groups; small study groups)
    - Self-check activities
    - Synchronous learning activities
    - Assignment questions
    - Rubrics and answer keys
  - Identifying any additional instructional resource materials and consulting with the University Copyright Advisory Office and the Instructional Design Team on licensing agreements and clearance for use online; and
  - In collaboration with the Instructional Design Team, reviewing the course after its first offering, identifying any changes and making revisions as needed before the next offering of the course.
2. Queen's University shall provide [Name] with a dedicated Instructional Design Team whose roles and responsibilities in the development of this course are appended to this Agreement.
3. [Name] shall grant the University an irrevocable, non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use their Intellectual Property created and/or provided under this Agreement for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided including where there are modifications, updates and changes to the course. Any use of Intellectual Property created and/or provided under this Agreement that is not included in the license is prohibited without the consent of [Name].
4. The license referenced at Paragraph 3 shall give the University the right to:
- (a) place any Intellectual Property of [Name] into another medium or format as appropriate for course delivery;

## **SCHEDULE C**

### **COURSE AUTHORSHIP AGREEMENT**

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- (b) transfer all Intellectual Property into a current or any successor learning management system or delivery medium;
  - (c) modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision and modifications to course titles, course descriptions, and course numbers to reflect current calendar copy; and
  - (d) continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.
5. [Name] shall own the Intellectual Property that they create and/or provide and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
  6. If an Online Course for which [Name] was the Course Author does not undergo a Major Revision within five (5) Academic Years from the Academic Year in which the Course Development was completed, this Agreement will terminate, and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
  7. By mutual agreement of the Parties, this Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
  8. At any time following seven (7) Academic Years from the Academic Year in which [Name] completes the development of [Course XXX], other than when students have registered for an offering of the course or when the course is being delivered, [Name] may terminate this Agreement with the University and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
  9. [NAME] shall be identified clearly as the Course Author of [Course XXX] on the course web page and course syllabus. The Online Course web page shall carry the date of the initial development of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of [Name]'s Intellectual Property.

## **SCHEDULE D COURSE REVISION AGREEMENT**

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### **SCHEDULE D - COURSE REVISION AGREEMENT**

Course Revision Agreement

Contract Number: XXXS

This Agreement made [date] between:

Queen's University

And

[Name]

It is agreed between the Parties that [Name] shall conduct a Major Revision of [Course XXX] for online delivery. It is expected that such Major Revision will commence on [Date] and shall be completed by [Date]. Pursuant to Appendix S of the Collective Agreement between Queen's University and the Queen's University Faculty Association ("QUFA") it is understood that:

1. [Name] will have the following responsibilities:

*(a) Administrative service responsibilities*

- In collaboration with the Instructional Design Team, developing a revision plan;
- Revising the course plan that identifies general course objectives/expectations, methods of assessment, mark breakdown, course resources and details of the components of each section/unit of the course including section/unit objectives;
- Completing a curriculum revision submission, if required;
- Modifying a template document for the course syllabus, if required;
- Identifying the necessity for and, when necessary, assisting in obtaining permission for the use of additional Intellectual Property for the course;
- Participating in testing online course components prior to the start of the next offering of the course; and
- Meeting project timelines which will include the completion of the Major Revision by [Date].

*(b) Academic responsibilities*

- Providing subject expertise and ensuring the Major Revision of the course reflects the highest levels of scholarship in the discipline and subject area;

## **SCHEDULE D**

### **COURSE REVISION AGREEMENT**

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- Ensuring the adoption of evidence-based practices for effective online teaching in the design of the course;
  - Revising, if required, the type of activities and interactive components to be included in the course and how these could best be structured;
  - Revising, if required, achievable, measurable, and pedagogically sound learning outcomes and unit and lesson objectives;
  - Revising assessments, if required, to measure learning and preparing multiple versions of each assessment activity, so that each time the course is offered, it will be possible to combine different assessment activities to maintain academic integrity;
  - Revising and reviewing drafts of course materials and recommending other resources for reference;
  - Ensuring that the course content is accurate and has an appropriate level of rigour;
  - Identifying and/or revising appropriate lesson study materials including:
    - Required and recommended reading materials
    - Concept expansion materials (text-based, graphic, and/or multi-media)
    - Student interactions (e.g. discussion groups; small study groups)
    - Self-check activities
    - Synchronous learning activities
    - Assignment questions
    - Rubrics and answer keys
  - Identifying any additional instructional resource materials and consulting with the University Copyright Advisory Office and the Instructional Design Team on licensing agreements and clearance for use online; and
  - In collaboration with the Instructional Design Team, reviewing the revised course after its first offering, identifying any changes and making revisions as needed before the next offering of the course.
2. Queen's University shall provide [Name] with a dedicated Instructional Design Team whose roles and responsibilities in the Major Revision of this course are appended to this Agreement.
3. [Name] shall grant the University an irrevocable, non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use their Intellectual Property created and/or provided under this Agreement for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided including where there are modifications, updates and changes to the course. Any use of Intellectual Property created and/or provided under this Agreement that is not included in the license is prohibited without the consent of [Name].
4. The license referenced at Paragraph 3 shall give the University the right to:

## **SCHEDULE D**

### **COURSE REVISION AGREEMENT**

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- (a) place any Intellectual Property of [Name] into another medium or format as appropriate for course delivery;
  - (b) transfer all Intellectual Property into a current or any successor learning management system or delivery medium;
  - (c) modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications to course titles, course descriptions, and course numbers to reflect current calendar copy; and
  - (d) continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.
5. [Name] shall own the Intellectual Property that they create and/or provide and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
6. If an Online Course for which [Name] was the Course Reviser does not undergo a subsequent Major Revision within five (5) Academic Years from the Academic Year in which this Major Revision is completed, this Agreement will terminate, and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
7. By mutual agreement of the Parties, this Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
8. At any time following seven (7) Academic Years from the Academic Year in which [Name] completes the revision of [Course XXX], other than when students have registered for an offering of the course or when the course is being delivered, [Name] may terminate this Agreement with the University and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
9. [NAME] shall be identified clearly as the Course Reviser of [Course XXX] on the course web page and course syllabus. The Online Course web page shall carry the date of the initial development and the date of any Major Revision of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of [Name]'s Intellectual Property.

**SCHEDULE E**  
**RE: ARTICLE 30 AND ARTICLE 31 – DEFERRAL OF RTP / RCAP APPLICATION**

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**SCHEDULE E - RE: ARTICLE 30 AND ARTICLE 31 – DEFERRAL OF RTP / RCAP APPLICATION**

DATE

**PERSONAL AND CONFIDENTIAL**

[NAME OF FACULTY MEMBER]

Department of \_\_\_\_\_ (if applicable)  
Faculty of \_\_\_\_\_ OR University Library  
Queen's University

Dear Dr. \_\_\_\_\_,

On the advice of Dr. \_\_\_\_\_, [Dean, Faculty of \_\_\_\_\_ OR Vice-Provost and University Librarian] and Dr. \_\_\_\_\_, Head/Director/Chair, Department of \_\_\_\_\_ (if applicable), and in accordance with:

**[FOR RTP PURSUANT TO ARTICLE 30:]**

FOR DEFERRAL OF RENEWAL: Article 30.5.6 [and Article 33.3.6.1, if applicable];

OR

FOR DEFERRAL OF TENURE: Article 30.5.7 [and Article 33.3.6.1, if applicable]

OR

**[FOR RCAP PURSUANT TO ARTICLE 31:]**

FOR DEFERRAL OF RENEWAL: Article 31.4.7 [and Article 33.3.6.1, if applicable]

OR

FOR DEFERRAL OF TENURE: Article 31.4.8 [and Article 33.3.6.1, if applicable]

of the Queen's-QUFA 2019-2022 Collective Agreement, I am writing to approve your request for a [insert length of deferral here] year deferral of your application for

IF PURSUANT TO ARTICLE 30: Renewal or Tenure

OR

IF PURSUANT TO ARTICLE 31: Renewal or a Continuing Appointment

at Queen's University. Accordingly, you will now be eligible to apply for consideration for [(Renewal or Tenure) or (Renewal or a Continuing Appointment) on or before August 15, [202X] in accordance with the application process detailed in (Article 30.7 or Article 31.6) of the

OFFICE OF THE PROVOST  
AND VICE-PRINCIPAL (ACADEMIC)  
Richardson Hall, Suite 353  
Queen's University  
Kingston ON Canada K7L 3N6  
Tel 613 533-2020  
Fax 613 533-6263  
www.queensu.ca/provost

**SCHEDULE E**

**RE: ARTICLE 30 AND ARTICLE 31 – DEFERRAL OF RTP / RCAP APPLICATION**

---

Collective Agreement. I am also granting you an extension of your present appointment to June 30, [202X].

**To signify your acceptance of the above, please sign below and return a signed copy of this the letter to Dean \_\_\_\_\_ at your earliest convenience.**

Sincerely,

[NAME]

Provost and Vice-Principal (Academic)

**I have read, understand, and accept the terms as outlined above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

c.c.: Dr. \_\_\_\_\_, [Dean, Faculty of \_\_\_\_\_ OR Vice-Provost and University Librarian]  
Dr. \_\_\_\_\_, Head, Department of \_\_\_\_\_ [if applicable]  
Faculty Relations  
Human Resources  
Official File  
RTP or RCAP Application File

Signed on behalf of the University this \_\_11th\_\_\_\_ day of \_\_\_\_April\_\_\_\_, 2020.

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
Dan McKeown

Signed on behalf of QUFA on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
Elizabeth Hanson



## SCHEDULE F

### RE: ARTICLE 30 AND ARTICLE 31 – NOTICE TO ASSESSORS AND REFEREES PROGRAM

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## SCHEDULE F - RE: ARTICLE 30 AND ARTICLE 31 – NOTICE TO ASSESSORS AND REFEREES

### NOTICE TO ASSESSORS AND REFEREES

In 202X, Professor X, who holds a(n) **[For RTP pursuant to Article 30: Initial Tenure-track or Renewed Tenure-track; or For RCAP pursuant to Article 31: Initial Continuing-track or Renewed Continuing-track]** appointment in the Department of X/Faculty of X/School of X/University Library, was approved for a deferral of their application for **[RTP pursuant to Article 30: Renewal or Tenure and Promotion or RCAP pursuant to Article 30: Renewal or a Continuing Appointment]**, by [insert length of deferral here] year(s), that is, until on or before August 15, 202X, in accordance with the application process detailed in **[RTP: Article 30.7 or RCAP: Article 31.6]** of the Queen's-QUFA Collective Agreement ("Collective Agreement").

[Restate the paragraph above with the applicable dates and appointment references, if a subsequent deferral was requested and approved]

Professor X's deferral(s) was/were granted, their appointment was extended by the Provost and Vice-Principal (Academic) until June 30, 202X, and they were deemed eligible to apply for **[RTP: (Renewal or Tenure and Promotion) OR RCAP: (Renewal or a Continuing Appointment)]** on or before August 15, 202X, in accordance with **[RTP: Article 30.7 or RCAP: Article 31.6]** of the Collective Agreement.

The Parties to the Collective Agreement agree that those individuals reviewing and/or assessing Professor X's Application File for **[(RTP: Renewal or Tenure and Promotion) or RCAP: Renewal or a Continuing Appointment]** should assess the Application File as if it satisfies the regular time lines set out in the Collective Agreement, and that a copy of this notice should be placed in the Member's RTP file and provided to all referees.

Member's Printed Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Unit Head/Dean's Printed Name: \_\_\_\_\_

Unit Head/Dean's Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

*(Signatures on next page)*

**SCHEDULE F**  
**RE: ARTICLE 30 AND ARTICLE 31 – NOTICE TO ASSESSORS AND REFEREES PROGRAM**

---

*Signed on behalf of the University this \_\_\_\_11th\_\_\_\_ day of \_\_\_\_April\_\_\_\_, 2020.*

**ORIGINAL SIGNED BY**

---

*Dan McKeown*

*Signed on behalf of QUFA on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.*

**ORIGINAL SIGNED BY**

---

*Elizabeth Hanson*

**LOA #1 - CONFLICT RESOLUTION PROGRAM AND MEMBER EDUCATION PROGRAM**

**LETTER OF AGREEMENT**

Between

Queen's University ("Queen's")

And

Queen's University Faculty Association ("QUFA")

Re: Conflict Resolution and Member Education Program

Whereas Queen's and QUFA ("the Parties") have agreed to expand the scope of the Conflict Resolution services designed to assist Members of the QUFA bargaining unit in situations of conflict;

And Whereas, the Parties have agreed to add Member Education services as part of a revised program to be referred to, hereinafter, as the Conflict Resolution and Member Education Program ("the Program");

Now, therefore, the Parties agree as follows

1. The Parties will establish a joint committee ("the Program Joint Committee") that will meet, from time-to-time, to discuss matters of mutual interest regarding the operation of the Program, and make written recommendations to the JCAA.. The committee shall be composed of two (2) representatives of the University and two representatives of QUFA.
2. For the duration of the Collective Agreement commencing May 1, 2019, Queen's will budget an amount of \$75,000 per year for the provision of services by the supplier pursuant to this Program.
3. Representatives of the University will meet with the preferred service provider with a view to contracting for services, in respect of the scope described in the recitals of this LOA, for the period commencing May 1, 2019 and for the duration of the 2019-2022 Collective Agreement.
4. The purpose of the Conflict Resolution services component of the Program is to assist any Member of the Bargaining Unit who may be experiencing an issue, disagreement or conflict with another Member(s) or other member of the Queen's community.
5. The purpose of the Member Education component of the Program is to deliver Member education regarding managing conflict in the workplace, workplace harassment, sexual harassment and sexual violence, and such other education as the Program Joint Committee may recommend and to which the Parties may agree through the JCAA .
6. This Letter of Agreement will have effective dates that mirror the "in force" dates of the Collective Agreement, as defined in Article 43 of the 2019-2022 Collective Agreement.

*(Signatures on next page)*

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

**ORIGINAL SIGNED BY:**

---

QUEEN'S UNIVERSITY  
*Per Dan McKeown*  
University Co-Chair, JCAA

**ORIGINAL SIGNED BY:**

---

QUFA  
*per Michael White*  
QUFA Co-Chair, JCAA

LOA #2 - RE: ARTICLE 13.2

LETTER OF AGREEMENT  
BETWEEN  
QUEEN'S UNIVERSITY ("QUEEN'S")  
AND  
THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

*RE: Composition of the Joint Committee on the Administration of the Agreement (JCAA)*

---

**WHEREAS**, QUFA has proposed an agreement that would permit each Party to appoint five (5) representatives to JCAA;

**AND WHEREAS**, QUFA's proposal would modify the composition of that committee as set out in Article 13.2 of the Collective Agreement;

**AND WHEREAS**, the University is willing to accede to QUFA proposal if the change to the composition of JCAA would operate only while the current Collective Agreement is in force, as per Article 43 Duration, and provided that the Parties record their agreement in writing;

**NOW THEREFORE**, the Parties agree as follows:

1. For the duration of the current Collective Agreement, as per Article 43, and contrary to the first sentence in Article 13, the JCAA shall be composed of five (5) representatives of the University, including the Provost and Vice-Principal (Academic) or designate, and five (5) representatives of QUFA;
2. Article 13 is otherwise unaffected by this agreement, including without limitation the second sentence of Article 3.2 which pertains to quorum; and
3. This Letter of Agreement shall cease to operate and will expire when the current Collective Agreement is no longer in force, as per Article 43.

Signed on behalf of the University 12 day of August this 2019.



Dan McKeown

Signed on behalf of QUFA on this 12 day of August 2019.



Michael White

**LOA #3**

**RE: USE OF QUEEN'S SURVEY OF STUDENT EXPERIENCE OF TEACHING (QSSET) DATA FOR PURPOSE OTHER THAN EVALUATION OF TEACHING**

---

**LOA #3 - RE: USE OF QUEEN'S SURVEY OF STUDENT EXPERIENCE OF TEACHING (QSSET) DATA FOR PURPOSE OTHER THAN EVALUATION OF TEACHING**

**LETTER OF AGREEMENT ("LOA") #3**

**Between**

**Queen's University ("the University")**

**And**

**Queen's University Faculty Association ("the Association")**

**Re: Use of Queen's Survey of Student Experience of Teaching (QSSET) Data for Purpose other than Evaluation of Teaching**

**WHEREAS**, the University and the Association ("the Parties") have agreed to the Queen's Survey of Student Experience of Teaching (QSSET) as the instrument for surveying students for the purpose of the evaluation of teaching;

**AND WHEREAS**, the QSSET solicits information from students on their experience of the course, course infrastructure, and their own preparation for and engagement with course, as well as on their experience of the course instruction;

**AND WHEREAS**, the QSSET is administered electronically in a manner that permits analysis of student responses in multiple ways including analysis of correlations among answers on various topics;

**NOW THEREFORE**, the Parties agree as follows:

1. That subject to all the provisions in this LOA, student responses to the QSSET may be analyzed by the University to determine statistical correlations among responses to different questions on the QSSET;
2. All QSSET responses used for this purpose will be anonymized with respect to both the Instructor and the student;
3. Any analysis of QSSET responses conducted by the University pursuant to this LOA will occur under the supervision of a subcommittee of the JCAA appointed by the Parties and consisting of two (2) members appointed the Association and two (2) by the University;
4. The parameters of such analysis will be determined by the subcommittee established in 3) and approved by JCAA; and
5. This Letter of Agreement will expire with this Collective Agreement in 2022 unless renewed

**LOA #3**

**RE: USE OF QUEEN'S SURVEY OF STUDENT EXPERIENCE OF TEACHING (QSSET) DATA  
FOR PURPOSE OTHER THAN EVALUATION OF TEACHING**

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by the Parties prior to that date.

SIGNED THIS 2<sup>nd</sup> DAY OF April, 2020

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*ORIGINAL SIGNED BY*

*ORIGINAL SIGNED BY*

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QUEEN'S UNIVERSITY  
per Dan McKeown

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QUFA  
per Elizabeth Hanson

**LOA #4 - RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

LETTER OF AGREEMENT ("LOA")

Between

Queen's University (the "University")

And

Queen's University Faculty Association (the "Association")

Re: Voluntary Phased Retirement Program

Whereas, in the course of negotiating the Memorandum of Agreement With Respect to Pensions (Pension MOA) by which the parties agreed to the conversion of the Revised Pension Plan of Queen's University(QPP) to the University Pension Plan Ontario (UPP) under section 80.4 of the *Pension Benefits Act*, the parties agreed, subject to a number of conditions set out in the Pension MOA, to enter into a letter of agreement setting out the terms of a mutual agreed upon voluntary phased retirement program;

Now therefore the Parties agree as follows, subject to the fulfilment of the condition that the Association continue to support the University's application for the approval of the Chief Executive Officer of the Financial Services Regulatory Authority to the conversion and asset transfer from the QPP to the UPP, to adopt the Voluntary Phased Retirement Program (Program) as set out below:

**Definitions**

**"Group Benefits Plan"** means the extended health, dental, life insurance, and long-term disability plan available to the Participant under the Collective Agreement from time to time.

**"Participant"** means a Faculty Member, Librarian or Archivist who has been approved for participation in the Program in accordance with its terms;

**"Phased Retirement Period"** means the three year period during which the Participant will have reduced responsibilities and at the end of which the Participant commits to irrevocably retire from employment with the University.

Capitalized terms not defined in this LOA shall have the meaning given to such term in the Collective Agreement between the Parties.



**Effective Date**

1. The Program is effective for Phased Retirement Periods commencing on and after July 1, 2021.

**Eligibility**

2. Participation in the Program is available to Faculty Members, Librarians, and Archivists, other than Continuing Adjunct Faculty, who:
  - (a) will have, as of their proposed Phased Retirement Period commencement date, at least ten years of continuous service with the University with an FTE appointment of at least 75% in each of the ten years;
  - (b) holds a Continuing Appointment with an FTE of 75% or more on the date of giving notice of their intention to participate in the Program ;and
  - (c) will have attained the age of 62 on their proposed Phased Retirement Period commencement date, subject to the restrictions below.

Participation in the Program is available to Continuing Adjunct Faculty who:

- (a) will have, as of their proposed Phased Retirement Period commencement date, at least ten academic years of continuous service with the University with an FTE appointment of at least 50% in each of the ten years;
- (b) holds a Continuing Appointment with an FTE of 50% or more on the date of giving notice of their intention to participate in the Program; and
- (c) will have attained the age of 62 on their proposed Phased Retirement Period commencement date, subject to the restrictions below.

**Restrictions:**

Participation in the Program is available until three years before the latest pension commencement date required under the *Income Tax Regulations* governing registered pension plans.

A Faculty Member, Librarian or Archivist who is totally and permanently disabled on their proposed Phased Retirement Period commencement date is not eligible to participate in the Program.

3. Participation in the Program by a Faculty Member, Librarian or Archivist who meets the criteria in paragraph 2 and has not yet attained their Normal Retirement Date under the UPP at the time of their proposed Phased Retirement Period commencement date is subject to the approval of the Provost and Vice-Principal Academic on the recommendation of the relevant Dean or the University Librarian if the member is a Librarian or Archivist. If participation in the Program is not approved in one year, it

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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cannot be denied in the following year if the same Faculty Member, Librarian or Archivist submits a notice of intention to participate.

**Notice of Intention to Participate**

4. Faculty Members, Librarians, or Archivists who wish to participate in the Program must give notice of their intention to participate in the Program by submitting the form required by the University (see Appendix "A", as amended from time to time by the Association and the University) to their Dean (through the Department Head in a departmentalized faculty) or the University Librarian, as applicable, at least one year in advance of the proposed Phased Retirement Period commencement date. The notice of intention to participate in the Program must set out a detailed and clear plan for the Phased Retirement Period that specifies the Participant's proposed commitments during each year of the Phased Retirement Period. The Participant's plan for the Phased Retirement Period must be feasible based on departmental resources and compatible with the interests of the Unit or the service obligations of the Library/Archives. The notice must include application for any Academic Leave proposed to be taken during the Phased Retirement Period.
5. The deadline to give notice of intention to participate in the Program for a Phased Retirement Period commencing on July 1<sup>st</sup> of any year is the previous July 1<sup>st</sup>.

**Acceptance**

6. The applicable Dean or the University Librarian shall communicate acceptance or deferral of participation in the Program and acceptance of the Participant's plan for the Phased Retirement Period on behalf of the University to the Faculty Member, Librarian or Archivist. The applicable Dean or the University Librarian shall review and assess the proposed plan against the criteria in paragraph 4 of the Program.

**Irrevocability**

7. Once notice of intention to participate in the Program is accepted by the University pursuant to paragraph 6, participation in the Program and the Participant's decision to retire from employment with the University at the end of the Phased Retirement Period becomes irrevocable.

**Phased Retirement Term**

8. A Phased Retirement Period shall be three years in duration, commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup>.

**Member Obligations During Phased Retirement Period**

9. All Participants are required to continue the full range of their responsibilities (including, where applicable, teaching, research and service) during the Phased Retirement Period, as agreed with their Unit Head. Such contribution shall be proportionate to the Participant's percentage appointment.
10. All Participants shall retire from employment with the University on the last day of their Phased Retirement Period.
11. In addition to these requirements, the following minima, maxima and cumulative totals will apply to Participants with different appointment types:
  - (a) Eligible Tenured Faculty shall have a cumulative appointment over the 3 years that will be at least 150% and not more than 200% of an FTE. The minimum appointment in any one year must equal the percentage of an FTE required to enable the Participant to teach 0.5 FCE as well as carry out proportionate service and research according to the Participant's Unit Workload Standard.
  - (b) Eligible Librarians and Archivists shall have a cumulative appointment over the 3 years that will be at least 150% and not more than 200% of an FTE. The minimum appointment in any one year is 25% of an FTE.
  - (c) Eligible Continuing Adjuncts shall reduce their workload by 33-50% of their assigned FTE over the 3 years. The minimum appointment in any one year must equal the percentage of an FTE required to enable the Participant to teach 1.0 FCE as well as carry out proportionate teaching related service, and administrative service and research if applicable, according to the Participant's Unit Workload Standard and Letter of Appointment.

#### **Salary, Pension, Group Benefits and Other Rights During Phased Retirement Period**

12. The Participant's Actual Salary during the Phased Retirement Period shall be the Participant's Nominal Salary pro-rated to reflect the reduced responsibility of the Participant in each year. Salary increases for Participants will be calculated on the Nominal Salary. The Participant's Actual Salary will be increased in proportion to the increase in the Nominal Salary.
13. Except for any portion of the Phased Retirement Period during which a Participant is in receipt of a pension from the UPP, in each year of the Program:
  - (a) the Participant will earn pension benefits under the UPP based on the Participant's Regular Salary that would have been payable in the absence of participation in the Program;
  - (b) the Participant's contributions to the UPP will be based on Actual Salary received in each year of Phased Retirement Period; and
  - (c) The University's contributions to the UPP will be based on the Participant's Regular Salary that would have been payable in the absence of participation in the Program plus contributions on the difference between the Participant's

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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Regular Salary and the Participant's Actual Salary received in each year of the Phased Retirement Period.

Participant entitlements under this paragraph are subject to the *Income Tax Regulations* governing registered pension plans.

14. The Program is an employer program in effect prior to the UPP conversion date for the purposes of the UPP.
15. In the event the QPP remains in effect during all or any portion of a Phased Retirement Period, references to the UPP will be read as references to the QPP and Participant and University contributions to the QPP will be determined in the same manner as set out in paragraph 13.
16. Group Benefits participation shall continue in accordance with the Collective Agreement throughout the Phased Retirement Period based on the normal cost sharing arrangement with the following modifications:
  - (a) Salary for Group Life Insurance purposes shall be based on Actual Salary; and
  - (b) Salary for Long Term Disability Insurance (for those eligible and who have elected Long Term Disability coverage) shall be based on Actual Salary and Long Term Disability benefits shall be paid only until the earlier of the Participant's age 65 or the last day in the Phased Retirement Period.For greater certainty, Long Term Disability Insurance premiums shall cease to be deducted from the Participant's Salary at age 64.5.
17. Participants who commenced receipt of a pension from the UPP on or before the beginning of their Phased Retirement Period are eligible for phased reduction of responsibilities but are not eligible to accrue pensionable service under the UPP or to receive a Retirement Supplement (as defined below). Participants who commence receipt of a pension from the UPP during their Phased Retirement Period are eligible for phased reduction of responsibilities but are not eligible to accrue pensionable service under the UPP or to receive a Retirement Supplement in respect of the period following pension commencement.
18. Sick leave entitlements during a Phased Retirement Period shall be based on Actual Salary.
19. Participants are entitled to full reimbursement for professional expenses as set out in Article 33.6 of the Collective Agreement during the Phased Retirement Period.
20. Participants are entitled to the regular Child Care Benefit during the Phased Retirement Period.
21. Participants are entitled to participate in the Tuition Support Plan on a pro-rata basis during the Phased Retirement Period based on the Participant's percentage appointment for the applicable period.

22. Vacation entitlement for a Participant shall be on a pro-rata basis during the Phased Retirement Period based on the Participant's percentage appointment for the applicable period.

### **Phased Retirement Supplement**

23. Except for Participants who commence receipt of a pension from the UPP before or during the Phased Retirement Period, a Participant shall be eligible to receive a phased retirement supplement payment equal to 75% of their Regular Salary in effect immediately prior to the Phased Retirement Period (the "Retirement Supplement").

The Retirement Supplement will be paid in one of the following forms based on the election made by the Participant in their notice of intention to participate in the Program, less the required statutory and other deductions:

- (a) three equal annual installments at the end of each completed year of the three-year Phased Retirement Period, as employment income ;
- (b) single lump sum payment following the end of the Phased Retirement Period as a retiring allowance; or
- (c) two equal installment payments following the end of the Phased Retirement Period, as a retiring allowance.

Participants who, in accordance with the UPP, elect to commence a pension during the Phased Retirement Period are eligible to receive a Retirement Supplement payment calculated pro-rata to the Phased Retirement Period prior to their pension commencement date divided by 36 months.

Retirement Supplement payments will be subject to tax reporting and statutory deductions in accordance with Canada Revenue Agency policies.

24. A Participant who retires, resigns or dies prior to the end of the Phased Retirement Period, is eligible to receive a Retirement Supplement payment calculated pro-rata to the Phased Retirement Period prior to their cessation of employment divided by 36 months. In the event of a Participant's death, a pro-rated Retirement Supplement shall be paid to the Participant's estate. No Retirement Supplement is payable in the event of a Participant's dismissal for cause.

### **Academic Leaves during Phased Retirement Period**

25. Participants continue to earn full credited service for Academic Leaves under 33.1.2.2, 33.1.2.3 and 33.1.2.6 during the Phased Retirement Period if the appointment in that year is at least 50% of a full-time appointment. In years when the appointment falls below 50% of a full-time appointment, no service will be credited toward Academic Leave entitlements.

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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26. Earned Academic Leaves may be taken during the Phased Retirement Period if the Participant is otherwise eligible provided that taking of Academic Leaves must be in accordance with and as disclosed by the Participant's notice of intention to participate in the Program.
27. For Faculty Members, earned Academic Leave taken during the Phased Retirement Period replaces and counts as the Participant's teaching and service duties and obligations as applicable, for that period (i.e. a six month leave counts as a 50% appointment and a twelve month leave counts as a 100% appointment). For all Participants, Academic Leave taken during the Phased Retirement Period is considered in determining the cumulative appointment requirements of paragraph 11 of the Program.
28. Academic Leave deferrals will be managed in accordance with Article 33.1.7. In no case will the Academic Leave continue beyond the end of the three-year Phased Retirement Period.
29. Article 33.1.2.6(a)(ii) does not apply to the Phased Retirement Period.
30. All other aspects of the Academic Leave provisions in the Collective Agreement continue to apply to an Academic Leave during a Phased Retirement Period.

**Application**

31. This letter of agreement is part of the Collective Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF APRIL, 2020

**ORIGINAL SIGNED BY:**

**ORIGINAL SIGNED BY:**

\_\_\_\_\_  
QUEEN'S UNIVERSITY  
per Dan McKeown

\_\_\_\_\_  
QUEEN'S UNIVERSITY  
FACULTY ASSOCIATION  
per Elizabeth Hanson

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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**Appendix “A”<sup>1</sup>**

Voluntary Phased Retirement Program  
Notice of Intention to Participate

A signed Notice of Intention to Participate in the Voluntary Phased Retirement Program (VPRP) must be submitted to your Dean (through the Department Head in a departmentalized faculty) or the University Librarian (for Librarians and Archivists) *at least one year in advance* of the proposed commencement date (which shall be July 1).

Once you have completed YOUR information, print this form, attach any necessary documents, and have the form signed by the appropriate Dean or University Librarian (as applicable), and the Provost and Vice-Principal Academic.

**1. Personnel Information**

<b>Name:</b>	<b>Employee No:</b>
<b>Faculty:</b>	<b>Department/Division:</b>
<b>Date of Birth (mm/dd/yyyy):</b>	

**2. Notice of Intention to Participate in the Voluntary Phased Retirement Program**

**Enter the starting year and ending year of your proposed VPRP below:**

I wish to enter the Voluntary Phased Retirement Program for a three-year phased retirement period, beginning July 1, 20\_\_\_\_ and ending on June 30, 20\_\_\_\_.

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<sup>1</sup> This Appendix “A” may be amended by the Association and the University from time to time.

### 3. Voluntary Phased Retirement Supplement Option

(To be completed by the Faculty Member, Librarian or Archivist)

Eligibility for and determination of the amount of the VPRP retirement supplement shall be determined in accordance with the VPRP. The election below shall be applied to the amount of retirement supplement that you are eligible to receive under the VPRP. You must **choose one** of the three options below:

I wish to receive my VPRP retirement supplement as:

- (a) A supplement payable as employment income in three equal installments at the end of each year of the phased retirement period (i.e., in June).
- (b) A retiring allowance payable at the end of phased retirement period (i.e., in June).
- (c) A retiring allowance payable in two installments at the end of phased retirement period. One-half paid on July 1 after the end of the phased retirement period and the second half paid on the following January 1.

☐☐☐

### 4. Application for Research and Study Leave during Phased Retirement

(To be completed by the Faculty Member, Librarian or Archivist)

Faculty Members, Librarians and Archivists who wish to take an earned Academic Leave during VPRP must apply at the time of giving notice of intention to participate in the VPRP so that the leave can be considered and approved in the context of the planning process for the phased retirement.

Note: The workload allocation (Section 5 of this form) during the period of Academic Leave is calculated at a 100% appointment level. Appointment % is distinct from salary levels during academic leave.

Please **choose one** of the three options below:

I wish to apply for the following Academic Leave to be taken during VPRP. A copy of my research leave proposal and my Application for Academic Leave are attached:

Option	From (mm/dd/yyyy)	To (mm/dd/yyyy)
(a) After six (6) years of credited service, a 6-month leave at 100% of salary to be taken from:		



**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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(b) After six (6) years of credited service, a 12-month leave at 85% of salary to be taken from:



(c) After three (3) years of credited service, a 6-month leave in accordance with Article 33.1.2.6 (b) to be taken from:



### 5. Allocation of Duties

(To be completed by the Unit Head in consultation with the Faculty Member, Librarian or Archivist)

A full range of normal pre-VPRP duties are to be undertaken proportionate to the percentage appointment. Please indicate **agreed percentage allocation of duties** over the duration of the appointment as assigned by the Unit Head. Academic leaves should be included in the total percentage of appointment.

Note: Actual teaching and service commitments should be specified. In determining total appointment, a 6-month leave is considered equivalent to 50%; a 12-month leave is considered equivalent to 100%.

Academic Year	Annual Appointment %	Teaching %	Research %	Service %	Specify teaching and service commitments
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	TOTAL			

Please specify total percentage cumulative appointment: \_\_\_\_\_% *Cumulative appointment must be at least 150% and not more than 200% of a FTE for Librarians, Archivists, or Faculty Members holding a tenured appointment over the phased retirement period. The cumulative appointment for a Continuing Adjunct must be*

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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*no less than 50% and no more than 67% of their cumulative assigned FTE over the phased retirement period. The minimum appointment requirements of the VPRP must also be considered.*

**6. Consistency with Academic Goals and Objectives**

(To be completed by the Unit Head)

Please describe how the proposal being recommended for the phased retirement period is compatible with the interests of the Unit or the service obligations of the Library/Archives:

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**7. Space and Support Considerations**

(To be completed by the Unit Head)

Please confirm that you have discussed issues of feasibility based on departmental resources including office space, laboratory space and other support over the duration of the phased retirement period with the applicant and that this has been clearly specified in writing.

A copy of the letter is appended

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**8. Sign Off by Faculty Member, Librarian or Archivist and Irrevocability**

I have read the foregoing and agree to the stipulations outlined above and in the letter of agreement establishing the VPRP. I understand that once accepted by the University, the VPRP will set an irrevocable retirement date of June 30, 20\_\_\_\_.

**Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**9. Sign Off and Approvals by Unit Head, Dean or University Librarian, and the Office of the Provost and Vice-Principal (Academic)**

I hereby accept your notice of intention to participate in the voluntary phased retirement program and notice to retire on:

**LOA #4**  
**RE: VOLUNTARY PHASED RETIREMENT PROGRAM**

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\_\_\_\_\_  
**Signature of Unit Head**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Approved by the Dean/University Librarian**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Approved by the Provost and Vice-Principal Academic**

\_\_\_\_\_  
**Date:**

Copy: Official File, QUFA

## **PENSION MEMORANDUM OF AGREEMENT**

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### **PENSION MEMORANDUM OF AGREEMENT**

#### **MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")**

Between:

QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

- and -

QUEEN'S UNIVERSITY ("University")

Whereas QUFA and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

And Whereas, following successful ratification by the Parties of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the PENSION MOA shall be appended to and form part of the current Collective Agreement between the Parties and any renewal collective agreement that comes into effect before the UPP Accrual Date (defined below);

And Whereas the University has confirmed its intention to provide retirees with a prescription drug card on terms and conditions to be determined by the University, and subject to pre-conditions resulting in the successful conversion and transfer of assets from the QPP to the UPP and the successful completion of the active employee benefits RFP undertaken pursuant to LOA #6 Re: Employee Group Benefit Plan; and,

NOW, THEREFORE, the Parties agree as follows:

1. This PENSION MOA constitutes the entire agreement of the Parties with respect to pension matters, including the proposed conversion and transfer of assets from the QPP to the UPP.
2. QUFA agrees to consent on behalf of all employees in the bargaining unit participating in or eligible to participate in the QPP and covered by the current Collective Agreement to the conversion of the QPP to the UPP under section 80.4 of the Pension Benefits Act, including the transfer of the QPP's assets and liabilities to the UPP.

## PENSION MEMORANDUM OF AGREEMENT

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3. QUFA agrees to support the University's application, when made, for the Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.
4. Provided the QUFA has acted in compliance with paragraphs 2 and 3, the University shall amend the QPP effective July 1, 2019 to change the "Normal Retirement Date" under the QPP for faculty to be the last day of the month in which the QPP member attains age 65.
5. Effective January 1, 2020, or, if later, the effective date of the UPP, QUFA-represented employees who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or their successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").
6. QUFA-represented employees who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.
7. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this PENSION MOA as a "Queen's UPP Contributing Member".
8. Employees who are not members of the QPP as of the UPP Accrual Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.
9. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and such other terms as are otherwise provided under the definitive documentation establishing the UPP, including but not limited to the elimination of the ability to commence a pension under Section 5.02(2) of the QPP for members who had not attained their Normal Retirement Date by the UPP Accrual Date.

## PENSION MEMORANDUM OF AGREEMENT

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### **Voluntary Phased Retirement Program**

10. Provided the conditions in paragraphs 2, 3 and 13 have been satisfied, the Parties agree to enter into a letter of agreement setting out the terms of a mutually agreed upon voluntary phased retirement program that contains the features of the University's December 10, 2018 amended phased retirement proposal (attached hereto as Schedule "A"), with notices of intent to apply for the program to be accepted starting on July 1, 2020 and which letter of agreement shall expire at the end of the term of the Renewal Collective Agreement and which shall form part of the Renewal Collective Agreement.

### **Conditional Terms of Employment Effective on UPP Accrual Date**

11. Provided the conditions in paragraphs 2, 3 and 13 have been satisfied and the QPP has been successfully converted to the UPP:
  - a. **Member/Employer Contributions under the UPP**  
Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.
  - b. **One Time Salary Increase for Queen's UPP Contributing Members**  
Effective on the UPP Accrual Date and upon the implementation of the contributions to the UPP described in paragraph a. above, applicable only to Queen's UPP Contributing Members, a 1.5% special one-time salary adjustment to base salary up to the UPP pensionable earnings cap (\$165,000 in 2018 dollars) will be implemented for Queen's UPP Contributing Members. For greater certainty, the one-time salary adjustment is not applicable to employees who are not contributing members of the UPP on the UPP Accrual Date.
  - c. **Unreduced Early Retirement for Minimum Guarantee Benefit**  
Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the University shall amend the QPP to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points.
  - d. **Amendments to Renewal Collective Agreement**  
On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all

## PENSION MEMORANDUM OF AGREEMENT

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purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

- i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule "B";
- ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters - i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.
- e. Extension to Term of Renewal Collective Agreement  
Effective on the UPP Accrual Date, the Parties agree to enter into a letter of agreement to extend the duration clause in Article 43.1 such that the Renewal Collective Agreement will expire on June 30, 2022. Such letter of agreement shall form part of the Renewal Collective Agreement.

### General Provisions

12. This PENSION MOA is expressly conditional on the contemporaneous execution, by the Parties, of the RENEWAL AGREEMENT MOA. If this condition is satisfied the PENSION MOA and RENEWAL AGREEMENT MOA are capable of being ratified by the Parties.
13. As soon as practicable following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall present both MOAs to their respective principals and will recommend unanimously the ratification of both memorandums of agreement.

## PENSION MEMORANDUM OF AGREEMENT

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14. Ratification by the University and the ratification vote by QUFA's membership of both the RENEWAL AGREEMENT MOA and the PENSION MOA shall occur as soon as practicable with the results of the QUFA membership ratification vote to be tabulated not later than February 14, 2019.
15. Upon its successful ratification, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.
16. This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.
17. Unless expressly provided for to the contrary, neither this PENSION MOA, nor any constituent part shall have any retroactive force or effect.
18. This PENSION MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.
19. In the event that there are any errors or omissions in this PENSION MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this PENSION MOA that are required to give effect to their negotiated intention.

SIGNED THIS 11 DAY OF DECEMBER, 2018

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

\_\_\_\_\_  
QUEEN'S UNIVERSITY

\_\_\_\_\_  
QUFA

per Dan McKeown Chief Negotiator

per Elizabeth Hanson Co- Chief Negotiator



## PENSION MEMORANDUM OF AGREEMENT

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ORIGINAL SIGNED BY

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QUFA

Per Robert Hickey Co-Chief Negotiator

## PENSION MEMORANDUM OF AGREEMENT

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### Schedule "A"

#### Voluntary Phased Retirement Program

Key Terms Similar to the U of T Retirement Incentive Plan with the following features:

- o Only possible from age 62 on
- o First year of implementation is July 1, 2020-for one year notice of intent to apply for phased in retirement.
- o With the following features from the U of T Retirement Incentive Plan:
  - 75% of salary over 3 years
  - Unreduced pension credits for those 3 years
  - Possible lower limit to level of reduced responsibility
- o Limits to numbers of members who can activate prior to age 65 in a single unit could be negotiated but no limits on members 65 and older and no member will wait more than one year to activate and no limits on members 65 and older will apply
- o Members who have activated their pension are eligible for phased reduction of responsibilities but with no monetary incentive attached
- o Irrevocable
- o QUFA Members with a full range of academic responsibilities must continue to contribute in each of research, teaching and service during periods of reduced responsibility

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### Schedule "B"

Current Collective Agreement Provision	Proposed Treatment
6.3 The University shall provide the Association with the following information:  (a) Approved minutes of the Pension Committee, the audited and other reports concerning the pension and benefit plans, and two (2) copies of the current plan and any amendments to the plan;	Delete paragraph(a).
7.6.3 The Association will have the right to select two (2) members of the Queen's Pension Committee.	Delete.
26.10 If the Member and the Dean or University Librarian agree on the provisions of the proposed Reduced Responsibility appointment, those provisions, including the period of reduced responsibility, the percentage reduction of normal duties, and benefit and pension coverage (per Article 26.16), shall be confirmed in writing and signed by the Member and the Dean or University Librarian.	Retain as is.
26.12 If a Reduced Responsibility Appointment is granted, the Provost and Vice-President (Academic) or delegate shall provide a letter to the Member confirming the Reduced Responsibility Appointment and stating the period for which the reduced responsibility arrangements are to apply, the duties of the Member during that period, the percentage reduction of normal duties, benefit and pension coverage (per Article 26.16), and the method of weighting the evaluations of the Member's	Retain as is.

## PENSION MEMORANDUM OF AGREEMENT

Current Collective Agreement Provision	Proposed Treatment
performance based on reduced responsibility arrangements.	
<p>26.16 A Member with a Reduced Responsibility appointment has the option of maintaining full benefit and pension coverage at the level of either the nominal salary or the actual salary (where permissible under the terms of the particular benefit or Pension Plan and applicable federal or provincial legislation), with the normal cost- sharing arrangement. Members considering making an application for a Reduced Responsibility appointment should contact the Department of Human Resources to ascertain benefit and pension arrangements, implications under the Income Tax Act, 1985, c. 1(5th Supp.) as amended from time to time and any applicable federal or provincial legislation.</p>	<p>Add "University" before "Pension Plan".</p>
<p>33.2.3.4 During the period of a Compassionate, Bereavement, or Sick Leave, with or without pay, the University shall continue to pay its portion of the premiums for the group benefits plans (in which the Member is enrolled) and the Pension Plan (if applicable), where the Member continues to pay their share.</p>	<p>Delete “and the Pension Plan (if applicable)”. Contributions to the UPP during leaves to be addressed in UPP text.</p>
<p>33.3.7.1 During the period of Maternity Leave with Top-Up or Parental Leave with Top-Up both the Member and the University shall continue to pay their respective shares of the premiums for the group benefit plans (in which the Member is enrolled) and the pension plan.</p>	<p>Delete “and the Pension Plan”. Contributions to the UPP during leaves to be addressed in UPP text.</p>

## PENSION MEMORANDUM OF AGREEMENT

Current Collective Agreement Provision	Proposed Treatment
33.3.7.2 During the period of Maternity Leave Without Top-Up or Parental Leave Without Top-Up, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled) and the Pension Plan (if applicable), where the Member continues to pay their share.	Delete "and the Pension Plan (if applicable)". Contributions to the UPP during leaves to be addressed in UPP text.
33.6.2 A Member shall make an application in writing to the Unit Head, stating the reasons for the request, the period and location of the leave, and their proposals for pension and benefits arrangements. With the recommendation of the Unit Head and the Dean, the Provost and Vice-Principal (Academic) or delegate shall make a decision on the application and inform the applicant in writing.	Retain as is so that whatever terms for pension are documented. All such proposals must be in accordance with the UPP plan text.
<b>33.7 Pension Plan Contributions</b>	Delete entire Article 33.7
33.7.1 A Member who is a member of the Revised Pension Plan and who is on any form of paid or partially paid leave pursuant to this Article shall have the option of making their required Money Purchase Contributions based upon the Member's Regular Salary with or without reduction for leave.	Delete. Contributions to UPP during paid or partially paid leaves to be addressed in UPP text.
33.7.2 A Member who is a member of the Revised Pension Plan and who is on any form of unpaid leave pursuant to this Article shall have the option of not contributing to the Revised Pension Plan for the duration of the unpaid leave or making their required Money Purchase Contributions based upon the Member's Regular Salary.	Delete. Contributions to UPP during unpaid leaves to be addressed in UPP text.

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Current Collective Agreement Provision	Proposed Treatment
33.7.3 Where the Member has elected to continue making their required contributions to the Revised Pension Plan pursuant to Article 33.7.1 or Article 33.7.2, the University shall continue to make its corresponding contributions according to the terms of the governing Revised Pension Plan document.	Delete. Queen's contributions to the UPP during leaves to be addressed in UPP text.
42.6.2 Except as otherwise indicated in this Article, the existing plans set out below shall be continued during the term of this Agreement and shall not be amended or changed without the agreement of the Association:  (a) Revised Pension Plan;	Delete paragraph (a) and all references to paragraph 42.6.2(a) throughout the Collective Agreement.  Amendment to QPP legacy provisions to incorporate Term Adjunct eligibility condition in lieu of reference to 42.6.2(a) in Article 46.6.1
42.6.4 The Parties agree to establish a Joint Benefits Committee to advise the Parties on the operations of all benefits plans (except the Pension Plan). The Parties shall each appoint three (3) individuals to the Joint Benefits Committee. The Committee shall meet periodically at the request of either Party and at least once a year. The Mandate of the Committee shall be: ...	Retain as is except change "(except the Pension Plan)" to "(excluding the University Pension Plan)".