

# **COLLECTIVE AGREEMENT**

**between**

**The Public Service Alliance of Canada**



**on behalf of**

**Graduate Teaching Assistants and Teaching Fellows,  
And JD and MD Teaching Assistants,  
at Queen's University (Local 901, Unit 1)  
(hereinafter called the Union)**

**and**

**Queen's University at Kingston  
(hereinafter called the Employer)**



**February 5, 2018 to April 30, 2021**

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
<a href="#">1.</a> Purpose .....	4
<a href="#">2.</a> Recognition and Exclusions .....	4
<a href="#">3.</a> Definitions .....	5
<a href="#">4.</a> Management Rights .....	6
<a href="#">5.</a> Union Representation and Activities .....	7
<a href="#">6.</a> No Strike/No Lockout Provision .....	8
<a href="#">7.</a> Correspondence and Information .....	8
<a href="#">8.</a> Union Security .....	9
<a href="#">9.</a> Joint Union/Management Committee .....	10
<a href="#">10.</a> Services and Facilities .....	11
<a href="#">11.</a> Grievance Procedure and Arbitration .....	11
<a href="#">12.</a> Appointments .....	16
<a href="#">13.</a> Probationary Employees .....	21
<a href="#">14.</a> Personnel File .....	22
<a href="#">15.</a> Discipline, Suspension, and Discharge .....	22
<a href="#">16.</a> Hours of Work, Activities and Areas of Responsibility .....	23
<a href="#">17.</a> Wages and Stipend .....	27
<a href="#">18.</a> Pay Administration .....	27
<a href="#">19.</a> Holidays and Vacation Pay .....	28
<a href="#">20.</a> No Discrimination/No Harassment/No Violence .....	28
<a href="#">21.</a> Health and Safety .....	32
<a href="#">22.</a> Intellectual Property Rights .....	33
<a href="#">23.</a> Leaves of Absence .....	33
<a href="#">24.</a> Benefits .....	39
<a href="#">25.</a> Employment Equity .....	39
<a href="#">26.</a> Safe Disclosure .....	39
<a href="#">27.</a> Duration .....	40
<a href="#">Appendix A – Teaching Assistant Form</a> .....	41
<a href="#">Appendix B – Teaching Fellow Form</a> .....	43
<a href="#">Appendix C – Signature Page</a> .....	45
<a href="#">Appendix D – Minutes of Settlement dated March 8, 2018</a> .....	46
<a href="#">Schedule A - Wage and Stipend Rates</a> .....	50
<a href="#">Letter of Agreement #1</a> .....	51
<a href="#">Letter of Agreement #2</a> .....	52
<a href="#">Letter of Agreement #3</a> .....	54

<a href="#"><u>Attachment A – Contact Information</u></a> .....	55
<a href="#"><u>Attachment B – Teaching Assistant Timelines</u></a> .....	56
<a href="#"><u>Attachment C – Teaching Fellow Timelines</u></a> .....	57

## **Article 1 - Purpose**

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

## **Article 2 – Recognition and Exclusions**

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

be null and void insofar as it affects such individual(s) who are in the Bargaining Unit, or if temporarily removed, once they return to the Bargaining Unit.

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

### **Article 3 – Definitions**

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

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

Bargaining Unit – Is defined in Article 2.01 of this Collective Agreement.

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

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

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

Employee – A member of the Bargaining Unit.

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

Employer-required Training – has the meaning defined in Article 16.14.

Employment Supervisor – The Employer representative who signs an employee’s TAF or TFF.

Job/Unit-specific Training – has the meaning defined in Article 16.08.

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

Local – The Public Service Alliance of Canada (PSAC) directly chartered Local 901, Unit 1.

PSAC – The Public Service Alliance of Canada or its Local 901.

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

TA – Teaching Assistant

TAF - Teaching Assistant Form

TAship – Teaching Assistantship

TF – Teaching Fellow

TFE - Teaching Fellow Form

TFship – Teaching Fellowship

Union – the Public Service Alliance of Canada, or its Local 901, representing employees of the university who are members of the bargaining unit.

Unit – is an Academic Unit, which 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.

University – Queen’s University at Kingston, Ontario

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

## **Article 4 – Management Rights**

4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;

- (b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline Employees;
- (c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- (d) establish, enforce and alter from time to time rules and regulations to be observed by the Employee.

4.02 The Employer shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement.

## **Article 5 – Union Representation and Activities**

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.

5.02 The Union shall determine the jurisdiction of each representative.

5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.

5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of their Scheduled Work times. If this is not possible, the representative will obtain permission of their Employment Supervisor prior to leaving work, and such requests shall not be unreasonably denied.

5.05 The Employer shall ensure that new Employees are provided with the Union's website URL.

5.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the normal operations of the University.

5.07 (a) A Union representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union at any University-wide orientation for Employees in this Bargaining Unit as long as the Union activity does not conflict with the Union representative's Scheduled Work duties. The Employer will notify the Union at least thirty (30) Calendar Days before such an orientation session is being held.

- (b) The Employer shall invite the Union to all TA and TF employment orientation sessions. The Union shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union for Employees in this Bargaining Unit.

## **Article 6 – No Strike/No Lockout Provision**

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

## **Article 7 – Correspondence and Information**

- 7.01 All regular correspondence between the parties arising out of or incidental to this Collective Agreement, except where otherwise expressly provided, shall pass between the Local President of the Union (or designate), the PSAC Regional Representative, and the officer designated by the Employer (or designate). Such correspondence may be either delivered directly, be forwarded through the University’s internal postal service or be sent via email.
- 7.02 It is the obligation of the Employee to maintain a current and correct home address with the Employer and to advise the Employer of any change to the Employee’s home address.
- 7.03 The Employer shall provide the Union with an alphabetical list of all Employees three (3) times per year, within seven (7) Calendar Days of the beginning of each Academic Term. Such list shall include: Employee ID, name, faculty or department of work, and Employee email address (if available). The Employer shall also provide a complete list of all Employees within twenty-one (21) Calendar Days of the beginning of each Academic Term. Such list shall



include: Employee ID, name, gender, date of hire and ending date, faculty or department of work, position title, hourly wages where applicable, monthly hours of work, home address, Employee email address, and whether the Employee is a temporary resident. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.

- 7.04 Separate and apart from the information listed at Article 7.03, the Employer shall provide the Union with an alphabetical list of all Employees in the Bargaining Unit with their program and year in which an Employee registered in their current program of study.

The Employer shall provide the Union with this list in an agreed upon electronic format to the Union three (3) times per year, within thirty (30) Calendar Days of the beginning of each Academic Term.

- 7.05 When a Collective Agreement has been signed, the Employer shall post the text of the Collective Agreement on its website. The Employer shall arrange to have the Collective Agreement printed and will ensure that one hundred and fifty (150) printed copies of the Collective Agreement are printed for the Union's use. The Union will pay for its copies promptly after being invoiced for same.

## **Article 8 – Union Security**

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

- 8.04 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 8.05 For the purpose of applying Article 8.04, deductions from pay for each Employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.06 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T4 statement.
- 8.07 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.
- 8.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

## **Article 9 – Joint Union/Management Committee**

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

\ trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

## **Article 10 – Services and Facilities**

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

## **Article 11 – Grievance Procedure and Arbitration**

- 11.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Collective Agreement. It is the mutual desire of the Union and the Employer that grievances be addressed as quickly as possible.
- 11.02 (a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.
- (b) At any stage of the grievance procedure, an Employment Supervisor may be accompanied by another representative of the Employer.
- (c) The parties agree to use every reasonable effort to resolve grievances arising from this Collective Agreement informally and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential.
- 11.03 A grievance may be one of the following types:
- (a) Individual grievance: an individual Employee grieves against the Employer;

- (b) Group grievance: two or more Employees grieve against the Employer for the same or similar reason, or based on the same or similar event, transaction or decision;
- (c) Policy grievance: the Union grieves against the Employer's interpretation, application, administration or alleged violation of this Collective Agreement. The grievance procedure for Individual or Group grievances should be followed, rather than the Policy grievance procedure, in circumstances in which an Employee could initiate the grievance themselves; and
- (d) Employer grievance: the Employer grieves against an action of the Union.

11.04 INFORMAL DISCUSSION:

Before any grievance is filed formally and, whenever it is possible, the Employment Supervisor where the Employee(s) work(s), the Faculty Relations Office (FRO) or a representative of the Local, as applicable, will be given the opportunity to resolve the matter informally, as follows:

- (a) The matter shall be brought to the attention of the Employment Supervisor, the FRO or the Local, as applicable, within fifteen (15) Business Days of the event, transaction or decision giving rise to the dispute, or within fifteen (15) days of the date that the Employee, the FRO or the Local, as applicable, ought reasonably to have been aware of the event, transaction or decision.
- (b) After the matter has been brought to the attention of the Employment Supervisor, the FRO or the Local, the Employment Supervisor and the Employee or the FRO and the Local, as applicable, shall meet to discuss the matter informally. In matters involving an individual Employee or a group of Employees, the Employee(s) may be accompanied by a representative of the Union if they wish. In matters involving a group of Employees, only one (1) affected Employee may be present at the Informal Discussion. The discussion shall take place within five (5) Business Days after the matter is brought to the attention of the Employment Supervisor, the FRO or the Local. If requested, the Employment Supervisor, the FRO or the Local shall provide a reply in writing within five (5) Business Days of the discussion. Any written reply will be without prejudice to the Employer's or Local's position on this or any similar matter.

11.05 STEP ONE

Individual or Group grievance:

- (a) If a matter is not resolved by the Informal Discussion with the

Employment Supervisor as provided for in Article 11.04 above, a formal Individual or Group grievance, as the case may be, may be submitted to the Department Head (or designate) for the Academic Unit in which the Employee(s) work(s). Such grievance shall be initiated within ten (10) Business Days of the Informal Discussion provided for in Article 11.04 above. The grievance must be stated in writing by the Local outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. For an Individual grievance, the grievance form must be signed and dated by the grievor and a representative of the Local. For a Group grievance, all Employees affected may sign the grievance and up to three (3) Employees in the group, in addition to the Employee that attends the Informal Discussion, may attend STEP ONE and STEP TWO grievance meetings. Any resolution of a Group grievance under this grievance procedure shall be applied to all affected Employees.

- (b) The Department Head (or designate) shall convene a meeting with the Employee, the Employment Supervisor, and the Local representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance in writing within ten (10) Business Days of this meeting.
- (c) Where the Department Head is the Employment Supervisor or, in a non-departmentalized faculty, if a matter is not resolved by the Informal Discussion with the Employment Supervisor as provided for in Article 11.04 above, the grievance shall proceed from the Informal Discussion directly to STEP TWO of the grievance procedure.

#### 11.06 STEP TWO

- (a) Individual or Group grievance:
  - (i) If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the Dean of the faculty in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of the STEP ONE reply. The Dean (or designate) shall convene a meeting with the Employee(s) and the Union representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance in writing within ten (10) Business Days of this meeting.
  - (ii) Where, as per Article 11.05 (c), the grievance proceeds directly from the Informal Discussion to STEP TWO, the formal grievance may be submitted to the Dean of the faculty in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of the Informal Discussion provided for in 11.04 above. The grievance must be stated in writing by the Union, outlining the facts of the grievance,

the Article(s) of the Agreement alleged to have been violated, and the relief sought. For an Individual grievance, the grievance form must be signed and dated by the grievor and a representative of the Union. For a group grievance, all Employees affected may sign the grievance, and up to three (3) Employees of the group, in addition to the Employee who attends the Informal Discussion, may attend the STEP TWO grievance meeting. Any resolution under this grievance procedure shall be applied to all affected Employees.

(b) Policy grievance:

- (i) If a policy matter is not resolved by Informal Discussion as provided for in Article 11.04, the Union may initiate a Policy grievance at STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to initiate a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves have initiated, and the regular grievance procedure shall not be thereby by-passed. Unless timelines are mutually extended by written agreement of the Employer and the Union, a Policy grievance shall be submitted in writing to the FRO within fifteen (15) Business Days of the Informal Discussion provided for in Article 11.04 above. The FRO shall convene a STEP TWO meeting with the Union to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance in writing within ten (10) Business Days of the STEP TWO meeting.

(c) Employer grievance:

If a matter raised by the Employer is not resolved by Informal Discussion with the Local as provided for in Article 11.04, the Employer may initiate an Employer grievance at STEP TWO by delivering it in writing to the Kingston Regional Office of the Union within ten (10) Business Days of the Informal Discussion. The FRO shall convene a STEP TWO meeting with the Kingston Regional Office of the Union to discuss the grievance within ten (10) Business Days of delivery of the grievance. The Union shall provide its written response to the grievance within ten (10) Business Days of the STEP TWO meeting.

11.07 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to arbitration as set forth in Article 11.11. If no written request for arbitration is received in accordance with Article 11.11, the grievance shall be deemed to have been withdrawn.

11.08 Where no written response to the grievance is provided within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure. Any

grievance that is not commenced or processed to the next step in the grievance procedure within the applicable time limits, or as mutually extended by written agreement between the Employer and the Union, shall be deemed to have been withdrawn.

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

## **Arbitration Procedure**

### Appointment of an Arbitrator

- 11.10 Grievances shall be heard by a single arbitrator.
- 11.11 If the Employer or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within twenty-five (25) Business Days of the written response under STEP TWO pursuant to Article 11.07. If no written response to the grievance is provided under STEP TWO and the Employer or the Union requests that the grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within twenty-five (25) Business Days of the date the written response was due from the responding party. The grieving party will propose three (3) arbitrators to the responding party in the written request for arbitration.
- 11.12 If the responding party cannot agree to the appointment of any of the three (3) arbitrators proposed by the grieving party, it will propose three (3) arbitrators to the grieving party.
- 11.13 If the parties cannot agree on an arbitrator within fifteen (15) Business Days of receiving the written request cited in Article 11.11, either party may request of the Minister of Labour for the Province of Ontario the appointment of an arbitrator, or the parties may elect to continue to attempt to reach agreement on the selection of an arbitrator.

### Authority

- 11.14 An arbitrator has the power and authority as provided for in the *Ontario Labour Relations Act*, including the power to interpret and apply human rights and other employment-related statutes. The arbitrator shall have no authority to

add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to the arbitrator's specific authority to do so, or to make a decision which has such effect.

- 11.15 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure, except that the parties by mutual written consent may extend the time limits fixed in both the grievance and arbitration procedures or place the matter/grievance in abeyance pending the conclusion of an investigation or the resolution of the matter/grievance.
- 11.16 The written decision of the arbitrator will be final and binding upon the parties hereto and the Employees.
- 11.17 Each of the parties hereto will bear one-half of the fees and expenses of the arbitrator.
- 11.18 No adjustment effected under the grievance or arbitration procedures shall be made retroactive to a date that is earlier in time than the event, transaction or decision giving rise to the grievance or from the time that the Employee, FRO or the Union ought reasonably to have been aware of the circumstances giving rise to the matter.
- 11.19 Where appropriate, the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration may proceed by agreed statement of facts and the parties may agree to request that the arbitrator deliver a decision orally at the conclusion of the hearing.

## **Article 12 – Appointments**

- 12.01 The Employer shall make the decision as to the number of TA and TF appointments within the Bargaining Unit, and the qualifications required for each appointment.
- 12.02 An appointment to a TAship using the order of preference as set out in Article 12.04 is subject to the maximum allowable hours per week and as set out at Article 16.02, Hours of Work, such that no appointment(s) shall be made that would result in an appointment or appointments, the total of which would exceed the maximum hours. Accordingly, where an Employee is offered work that would result in the total hours of work exceeding the maximum allowable hours of work, it is the Employee's responsibility to decline such work.



12.03 If an Employee is assigned:

- (a) work, the completion of which could conflict with a deeply held personal, academic, or religious belief, then the Employee shall inform their Employment Supervisor of the potential conflict at the time the assignment is made known to the Employee. In such circumstances, the Employment Supervisor will make reasonable efforts to adjust or change the Employee's assignment.
- (b) Scheduled Work that conflicts with aspects of their academic program (e.g., a scheduled class time), the Employee shall inform their Employment Supervisor of the conflict at the time the Scheduled Work is made known to the Employee. In such circumstances, the Employer will make reasonable efforts to adjust or change the Employee's assignment.

#### Appointment of Teaching Assistants

12.04 In the appointment to TAships within the Bargaining Unit, the Employer shall with respect to persons enrolled as students in the JD program and MD program, appoint TAships in accordance with Article 12.14; and, with respect to graduate students follow the four level preference system outlined below. No TAships shall be offered to candidates in Group B until the qualified candidates in Group A have been exhausted. No TAships shall be offered to candidates in Group C until the qualified candidates in Group B have been exhausted. TAships may only be offered to candidates in Group D when there remain no qualified candidates in any other Group.

(a) First Preference – Group A

Is for qualified graduate students registered as:

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

(b) Second Preference – Group B

Is for qualified graduate students registered as:

- (i) students in a department or program in which the TAship will be offered; or
- (ii) students in an interdisciplinary program with TA budget resources,

and for whom

- (iii) the TAsip will not form part of the funding commitment offered by the Employer; or
- (iv) there is currently no funding commitment provided by the Employer.

(c) Third Preference – Group C

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

(d) Fourth Preference – Group D

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

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

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

12.06 Withdrawal of Assigned TAsips

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

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

## 12.07 Unanticipated TAships

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

### Appointment of Teaching Fellows

12.08 In the appointment to TFships within the Bargaining Unit, the Employer shall follow the two level preference system outlined below. No TFships shall be offered to candidates in Group B until the qualified candidates in Group A have been exhausted.

#### A. First Preference – Group A

Is for qualified graduate students registered as:

(i) students in a department or program in which the TFship will be offered; or

(ii) students in an interdisciplinary program with TF budget resources;

and

(iii) for whom the Employer, at the time of admission to graduate studies, has made a commitment to provide a TFship to the graduate student during their program of study and for whom the appointment to a TFship will serve to fulfill that commitment.

#### B. Second Preference – Group B

Is for qualified graduate students registered as:

(i) students in a department or program in which the TFship will be offered; or

(ii) students in an interdisciplinary program with TF budget resources.

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

(a) Graduate students must submit:

(i) a copy of their transcript(s);

(ii) a curriculum vitae; and

- (iii) other relevant material as requested by the department setting out their academic accomplishments, relevant experience, and courses for which they are applying for a TFship, by a date set by the department which shall be no later than thirty (30) Calendar Days before the start of the Academic Term.
- (b) The department or program shall evaluate all submissions and will create pools of qualified applicants in each of Groups A and B. The course preferences of applicants shall be considered.

#### 12.10 Withdrawal of Assigned TFships

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

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

#### 12.11 Unanticipated TFships

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

#### TAship and TFship Posting Procedure

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

- (a) information regarding the courses for which there will be TA and TF opportunities;
- (b) any information required from graduate students in connection with such TA and TF opportunities beyond copies of transcripts and curriculum vitae;
- (c) information that may assist applicants in understanding the nature of the work to be performed and the time(s) at which it might be performed, when such information is known at the time of posting. Note that even when such information is posted, the information may change prior to the commencement of the course; and

(d) the required date of submissions (as per Articles 12.05 and 12.09).

Such information shall be posted on a department's website for at least seven (7) Calendar Days prior to the date set by the department for such submissions. The Employer shall maintain a centrally accessible website which directs potential applicants to the departmental websites listing the positions offered in each department. Each department and/or program shall establish and maintain such a departmental website.

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

#### Persons Enrolled as Students in the JD Program or MD Program

12.14 Persons enrolled as students in the JD program or MD program, if qualified to perform the work for which they seek to be appointed or have been appointed, are eligible for appointment to TAships within a Unit, subject to the preference for qualified graduate students at Article 12.04 (a). Articles 12.01, 12.02, 12.03, 12.06 and 12.07 shall apply *mutatis mutandis* to persons enrolled as students in the JD program or MD program. Articles 12.05, and 12.08 to 12.13 inclusive, shall not apply to persons enrolled as students in the JD program or MD program.

### **Article 13 - Probationary Employees**

13.01 An Employee shall be considered a probationary Employee until they have completed one (1) Academic Term, or if the probationary period has been extended pursuant to Article 13.02, until they have completed a second Academic Term.

13.02 The Employer may extend the probationary period to a second Academic Term if during the first Academic Term:

- (a) the Employee has not been able to meet performance expectations;
- (b) the Employer has not had an opportunity to properly assess the Employee's suitability for employment due to the limited hours or scope of the Employee's TAship.

Where the Employer decides to extend the probationary period, a letter will be provided to the Employee, with a copy to the Union, identifying the reasons for the extension of the probationary period. The Union will be provided with its copy of the letter within five (5) Business Days of the letter having been provided to the Employee. In the case of (a) above, the Employer shall

include an action plan that will assist the Employee in meeting performance expectations.

- 13.03 The Employer may directly discharge a probationary Employee, without just cause, and without using the progressive discipline process outlined in Article 15. In such cases, the probationary Employee will not have recourse to the grievance or arbitration procedure unless the discharge is exercised in a manner that is arbitrary, discriminatory, or in bad faith. The Employee must be advised of their right to Union representation.
- 13.04 In any event, a probationary Employee who is discharged after three (3) months of service will be provided with their minimum statutory notice, or pay in lieu, and all further minimum entitlements, as required under the *Employment Standards Act, 2000*.

#### **Article 14 – Personnel File**

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

#### **Article 15 – Discipline, Suspension, and Discharge**

- 15.01 The Employer shall not discipline, suspend, or discharge an Employee without just cause.
- 15.02 The Employer and the Union recognize the principle of progressive discipline.
- 15.03 When an Employee is to be disciplined (e.g., documented oral warning, written warning, suspension, or discharge), such discipline shall only be imposed at a meeting with the Employment Supervisor specifically convened for this purpose. Employees will be given twenty-four (24) hours' notice and advised that they are entitled to be accompanied at this meeting by a Union representative. The Union shall be copied on any disciplinary letter within three (3) Business Days of such a meeting.
- 15.04 A documented oral warning or a written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty position abandonment, or gross misconduct.
- 15.05 Where an Employee has received a disciplinary letter, the Employee may

attach comments to the letter and the comments will be placed in their personnel file.

- 15.06 (a) A disciplinary letter within an Employee's personnel file shall be deemed null and void and removed from the file after a twenty-four (24) month period from the date of the letter, provided that no further discipline has been recorded within the period noted above.
- (b) Where, upon an Employee's graduation from their program at Queen's University, a disciplinary letter has been in the Employee's personnel file for a period of no less than twelve (12) months, such a disciplinary letter shall be removed from the Employee's personnel file at their request.
- (c) Article 15.06 (b) does not apply when the Employee registers immediately from one program at Queen's University into another program at Queen's University.

- 15.07 In cases involving allegations of serious misconduct or a threat to the safety of a person or property, as a precautionary measure, the Dean (or delegate) of the faculty in which the Employee works may suspend the Employee with pay during an investigation. Within one (1) Business Day from the time of such a suspension, the Employer shall provide the Employee with a letter setting out the allegation or threat with a copy to the Union. The letter will inform the Employee of their right to Union representation in connection with the matter and a meeting will be scheduled between the parties within three (3) Business Days of the above letter being provided. The parties may delay this meeting by written agreement pending the outcome of an investigation.

The Employer will complete the investigation and inform the Employee of the results of the investigation, and of any corrective action that has been or will be taken, normally within ninety (90) calendar days of the commencement of the investigation, unless there are extenuating circumstances warranting a longer investigation. During any meetings between the Employee and the Employer during the investigation, the Employee may choose to be accompanied by a Union representative.

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

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

- 16.01 Unless expressed otherwise, this Article applies to both TA and TF Employees.

- 16.02 The maximum number of hours of work for any TA, regardless of the number of TAships the TA holds, is no more than an average of ten (10) hours per week.
- 16.03 TA hours cannot be carried forward from one appointment to another.
- 16.04 TA activities as per the TAF and within the allotted hours may, on occasion, extend one (1) month beyond what would otherwise be the appointment end date. Such a requirement must be communicated to the TA by no later than the end date of the appointment.
- 16.05 (a) No Employee shall be required to work more than eight (8) scheduled hours per day, with the exception of field trips which are specifically exempt from this maximum due to their unique nature.
- (b) Notwithstanding 16.05 (a), in circumstances other than field trips where it is necessary for the TA to work more than eight (8) scheduled hours per day at the request of the Employer, any hours worked by the TA in excess of the first eight (8) shall be compensated at one and one half (1.5) times the rates listed in Schedule A. Any hours worked beyond the first eight (8) shall be authorized in advance by the Employment Supervisor named in the TAF. Unauthorized time worked at the TA's discretion is not eligible for compensation at 1.5 times the rates listed in Schedule A.
- 16.06 If an Employee has been assigned to more than (1) one TAship or TFship, they shall receive and sign a separate 'Form' for each appointment.
- 16.07 For TAs:
- (a) All assigned activities of a TA, other than Employer-required Training as detailed in Article 16.14, shall be included in the number of allotted hours of work, as set out in Appendix A, the Teaching Assistant Form.
- (b) By no later than the Tuesday prior to the start of the Academic Term, the Employer will send the TA a copy of the TAF with Section A of the TAF completed and will inform the TA of the information required to create the E-Contract.
- (c) The TA shall provide the required information no later than the Thursday prior to the start of the Academic Term.
- (d) If the TA provides the proper information in a timely fashion as per Article 16.07 (c), the Employer will complete the E-Contract and send it to the TA by no later than the first Monday of the Academic Term.
- (e) The TA shall sign the E-Contract immediately upon receipt.



- (f) The Employment Supervisor and TA shall meet or otherwise communicate no later than the second week of the Academic Term to review Section B of the TAF. By the end of the second week of the Academic Term, the completed TAF shall be signed. The TA shall be provided a copy of the signed TAF.
  - (g) At the request of a TA or Employment Supervisor, the Employment Supervisor and the TA shall meet at or around the mid-point of the TAship for the purpose of conducting a review of the TA's assigned activities. This review shall ensure that the TA's hours of work, as set out in their TAF, continue to be appropriate. In the event that either the Employment Supervisor or the TA feels that a reallocation of activities within the assigned hours is required, a subsequent meeting will be held. If a decision is made to reallocate activities within the assigned hours, Section B of the TAF shall be revised accordingly.
  - (h) Where hours of work beyond the total allotted in the TAF are required, extra paid hours may be offered during the appointment by the Employer with the agreement of the TA. A new TAF shall be completed when there are extra paid hours. There will be no consequences for a TA who declines hours in excess of the total hours allotted on the original TAF.
  - (i) Further, where hours of work beyond the total allotted in the TAF are required in order to complete activities associated with the appointment, but would extend beyond what would otherwise be the end date of the appointment, extra paid hours may be offered by the Employer with the agreement of the TA. A new TAF shall be completed when there are extra hours paid. There will be no consequences for a TA who declines hours in excess of the total hours allotted on the original TAF.
- 16.08 Training activity that is not Employer-required Training as defined in Article 16.14, but that is required as specific to a job or mandated by a Unit ("Job/Unit-specific Training"), must be within the TA's allotted hours on the TAF, and will be compensated at the TA's regular rate of pay.
- 16.09 The parties agree that it is the exclusive function of the Employer to develop and distribute TA work assignments. However, the Employment Supervisor, in consultation with the TA, shall ensure that assigned activities, deadlines and responsibilities can reasonably be completed within the allocated time and in accordance with this Article.
- 16.10 For TFs:
- (a) The Employer will provide the TF with a Letter of Appointment at least two (2) weeks prior to the start of the Academic Term.

- (b) All areas of responsibility of a TFship shall be set out in the Teaching Fellow Form (TFF) (Appendix B). The Employer will provide the TF with the TFF at least two (2) weeks prior to the start of the Academic Term.
  - (c) By no later than the Tuesday prior to the start of the Academic Term, the Employer will inform the TF of the information required to create the E-Contract.
  - (d) The TF shall provide the required information no later than the Thursday prior to the start of the Academic Term.
  - (e) If the TF provides the proper information in a timely fashion as per Article 16.10 (d), the Employer will complete the E-Contract and send it to the TF by no later than the first Monday of the Academic Term.
  - (f) The TF shall sign the E-Contract immediately upon receipt.
  - (g) The Employment Supervisor and the TF shall meet or otherwise communicate no later than the week prior to the Academic Term to discuss and sign the TFF. The TF shall be provided a copy of the signed TFF.
  - (h) At the request of a TF or Employment Supervisor, the Employment Supervisor and the TF shall meet at or around the mid-point of the TFship for the purpose of reviewing any matters relating to the TFship.
- 16.11 (a) Courses taught by TFs will receive marking, Teaching Assistantship, and secretarial support as is available for similar courses in the applicable department.
- (b) The Employer agrees to provide TFs with access to and use of available course related materials and office supplies that are required in the performance of the TF's contractual duties and responsibilities. Should the Employer determine that additional materials are required in the performance of the TF's contractual duties and responsibilities, a reimbursement of expenses incurred for additional materials is subject to the prior written approval of the person designated in the department, school or faculty and receipt(s) for the purchase of additional materials must be provided by the TF with their request for reimbursement.
- 16.12 For the purpose of Employment Insurance eligibility, a TF shall be deemed to have worked two hundred (200) hours per half credit course per Academic Term, prorated for the TF's percentage of responsibility for the course.
- 16.13 Job/Unit-specific Training for a TF shall be detailed on the TFF, and the TF shall be compensated for such training at the regular hourly rate for a TA.

#### 16.14 Employer-required Training for TAs and TFs

Training activity is Employer-required when the relevant University Office (e.g., Environmental Health and Safety, Equity Office) mandates successful completion of certain training by an Employee (“Employer-required Training”). Training content and confirmation of successful completion of training is within the purview of the relevant University Office, and their records are considered authoritative from the perspective of successful completion of training and time to be allocated to training modules. Employer-required Training is work that is not included in an Employee’s allotted hours on the TAF, or the number of Scheduled Training Hours on the TFF, but rather, is identified by the Employment Supervisor and assigned as required activity/responsibility for the Employee on the TAF or TFF.

If additional or different Employer-required Training is mandated by a University Office, the allotted hours will be adjusted accordingly, as will the hours of compensation paid for successful completion, but without the necessity of completing a new TAF/TFF.

An Employee who has not previously completed the applicable Employer-required Training is required to complete the Employer-required Training by the date that is the last calendar day of the first month of the Academic Term of the Employee’s TAship or TFship (“Training Completion Date”), and, upon successful completion, will be paid at the regular hourly wage rate for a TA for hours spent on such training, but shall not exceed the time allocated to such activity by the relevant University Office or Department. An Employee who does not complete all Employer-required Training successfully by the Training Completion Date shall not be eligible for subsequent employment with the University, including a subsequent TAship or TFship, until the Employee furnishes proof to their Employment Supervisor of successful completion of the Employer-required Training.

### **Article 17 – Wages and Stipend**

17.01 The Wage and Stipend Rates set out in Schedule A attached hereto and forming part of this Collective Agreement shall be paid to members of the Bargaining Unit as set out in Article 18, Pay Administration. This will apply to JD and MD Teaching Assistants effective May 1, 2018.

### **Article 18 – Pay Administration**

18.01 Wage rates take effect and are to be paid in accordance with the stipulations of Schedule A. This will apply to JD and MD Teaching Assistants effective May 1, 2018.

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

## **Article 19 – Holidays and Vacation Pay**

### **Statutory Holidays**

- 19.01 (a) Employees will not normally be scheduled to work on the following holidays:

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

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

- (b) When a holiday falls on a Saturday or Sunday, the Employer will set another day (generally the next working day) as a substitute day off.

- 19.02 When an Employee is scheduled by their Employment Supervisor to perform work on the holiday, the Employee shall receive one and one half (1.5) times their hourly rate for actual hours worked on any of these days.
- 19.03 Holiday pay is included in the base rates set out in Schedule A, Wage and Stipend Rates.

### **Vacation Pay**

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

## Article 20 – No Discrimination/No Harassment/No Violence

- 20.01 The Employer agrees to provide a working environment that is free from discrimination, harassment, and violence. The parties are committed to fair treatment of all members of the University community and do not condone behaviour that is contrary to the *Human Rights Code*, this Article, the University's workplace policies with respect to harassment, discrimination and violence, or the *Occupational Health and Safety Act*.
- 20.02 The parties agree that every Employee has a right to equal treatment with respect to employment without discrimination because of race, colour, ancestry, place of birth, ethnic or national origin, citizenship, creed, religious or political affiliation or belief or practice, sex, sexual orientation, gender identity or expression, physical attributes, marital status, family status, age, physical or mental illness or disability, place of residence, record of offences for which a pardon has been granted, language (except where competence in a language is a bona fide occupational requirement), and membership/non-membership or participation/non-participation in Union activity.
- 20.03 "Workplace Harassment" is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against another person or persons in the workplace or work-related third-party premises that is known or ought reasonably to be known to be unwelcome, including "Workplace Sexual Harassment" as defined in Article 20.04. "Workplace Harassment" may be related to one or more of the prohibited grounds of discrimination under Article 20.02, and may include a pattern of behaviour, such as bullying, that causes humiliation, embarrassment, or intimidation.
- 20.04 "Workplace Sexual Harassment" means,
- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender expressions, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
  - (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees or bona fide academic discussion.

- 20.05 “Workplace Violence” means,
- (a) the exercise of physical force against a worker, in a workplace, that causes or could cause physical injury to the worker;
  - (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
  - (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- 20.06 A reasonable action taken by the Employer or its Employees relating to the management and direction of workers or the workplace is not harassment. For example, workplace harassment does not include properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University Employees.
- 20.07 When a discrimination or harassment complaint arises on the basis of a prohibited ground under the *Human Rights Code*, the Employee may seek assistance from the University Human Rights Office. Upon being approached by the Employee, staff of the University’s Human Rights Office shall inform the Employee of their right to seek assistance and representation from the Union, which may include filing a grievance.
- 20.08 The Employer agrees that information and training regarding harassment and discrimination is essential and will ensure that Bargaining Unit Members are provided with appropriate information and training about the University’s discrimination and harassment policies and programs, which will include information about applicable legislation.
- 20.09 The parties agree that allegations of discrimination and harassment shall be dealt with in a timely manner. Where it is required under either the *Occupational Health and Safety Act* or the *Human Rights Code*, the Employer shall ensure that an investigation is conducted into incidents and complaints of harassment. In cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.
- 20.10 If the Employer becomes aware, or ought to reasonably be aware that domestic violence that would expose an Employee to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.

- 20.11 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's discrimination, harassment, and violence policies and procedures will, if not otherwise resolved, be processed as a grievance in accordance with the Collective Agreement.
- 20.12 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 20.13 Where a complaint is dealt with under the University's harassment, violence, and discrimination policies and procedures, the timelines for the grievance and arbitration procedures shall be automatically extended until those procedures have been completed.
- 20.14 The Employer shall notify the Union of any investigation into an allegation of discrimination or harassment made against an Employee, and Employees shall be notified of their right to union representation prior to any meeting with the Employer to investigate such complaints.
- 20.15 An Employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Should the Tribunal decide to hear the matter before the grievance and arbitration procedure has been completed, all proceedings under Article 19 – Grievance Procedure and Article 20 – Arbitration Procedure will be suspended and the applicable timelines will be extended pending any decision by the Tribunal.
- 20.16 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.
- 20.17 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 20.18 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under the Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance.
- 20.19 In dealings with the University on matters of discrimination, or harassment an Employee who is a complainant or respondent has the right to be represented, and an Employee who is a potential witness has the right to be accompanied by a Union Representative. At the complainant's, respondent's or witness' option, this person can be a Bargaining Unit Member appointed by the Union.

- 20.20 Consistent with the Ontario *Human Rights Code*, the parties acknowledge that the University has a legal duty to accommodate up to undue hardship, and the Union has an obligation to assist in that accommodation. In such situations, the Employee and the University shall meet and make every effort to reach a resolution. The Employee shall be informed of their right to Union Representation at such meetings.

## **Article 21 – Health and Safety**

- 21.01 The Employer is subject to the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations, including the provision that calls for a worker representative selected by the Union on the University Joint Health and Safety Committees. It is agreed that the University and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at University workplaces. To this end, the parties acknowledge and agree that all University employees on University and third-party premises, where Employees work, are required to comply with work-site specific policies, procedures, regulations and standards relating to health and safety.
- 21.02 The Employer recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act* where there is an immediate danger to the Employee's health and safety or to the health and safety of others.
- 21.03 In accordance with LOA #4 in this Collective Agreement, there will be an Employee Representative for each applicable Joint Health and Safety Committee formed under the *Occupational Health and Safety Act*. Time spent attending meetings of the Committee or carrying out duties as an Employee Representative shall be considered time worked and paid in accordance with LOA #4 of this Collective Agreement.
- 21.04 An Employee Representative on a Joint Health and Safety Committee may become a certified Employee Representative on the Committee by successfully completing the required training for certification. Time spent in such training shall be considered time worked and compensated as per LOA #4 of this Collective Agreement.
- 21.05 The University will supply, and Employees will wear and/or utilize, personal protective equipment and the other devices that the University requires Employees to wear and/or utilize.



- 21.06 The Employer shall provide information, training and supervision to an Employee to protect the health and safety of that Employee. Time spent in such training shall be considered time worked.
- 21.07 The name and contact information of the Safety Officer in each Academic Unit shall be posted in the Academic Unit.
- 21.08 In accordance with the *Occupational Health and Safety Act*, persons with authority in the workplace, including any Employees, shall ensure that persons under their authority are informed of health and safety hazards, and advised of policies and procedures associated with the safe handling of materials and equipment.
- 21.09 At the commencement of each Academic Term, the Union shall provide the University's Director of Environmental Health & Safety with written notification of the names of those Employees it has selected as representatives on the applicable Joint Health and Safety Committees.

## **Article 22 – Intellectual Property Rights**

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

## **Article 23 – Leaves of Absence**

- 23.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons. The Employer will exercise this discretion in a manner that is reasonable.
- 23.02 All hours of leave without loss of pay granted under Article 23 (Leaves of Absence) shall be deducted from the number of hours to be worked during the Employee's appointment and the Employee shall not be required to make up such hours at a later date.

23.03 No leave of absence shall extend beyond the end date of the appointment in which the leave of absence commenced, except as may otherwise be required by the *Employment Standards Act*.

### **Pregnancy and Parental Leave**

23.04 Employees shall be eligible for Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.

23.05 An Employee who becomes pregnant and whose due date does not fall within the first thirteen (13) weeks of their employment shall, upon request, be granted unpaid pregnancy leave as follows:

(a) An Employee may begin pregnancy leave no earlier than the earlier of:

(i) the day that is seventeen (17) weeks before their due date; and

(ii) the day on which they give birth. Article (a) (ii) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(b) An Employee may begin pregnancy leave no later than the earlier of:

(i) the due date; and

(ii) the day on which they give birth.

(c) If an Employee is entitled to parental leave as set out in Article 23.09, the Employee's pregnancy leave ends seventeen (17) weeks after the pregnancy leave began.

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

(i) seventeen (17) weeks after the leave began; and

(ii) six (6) weeks after the birth, stillbirth, or miscarriage of the pregnancy.

23.06 At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy and the expected due date. The Employer shall reimburse the cost of the medical certificate.

- 23.07 An Employee shall inform their Employment Supervisor and Human Resources in writing of their plans for taking leave at least two (2) weeks in advance of the initial date of pregnancy leave or such lesser period where there is a valid reason why that notice cannot be given.
- 23.08 If the Employee wishes to return to work before the applicable date set out in Article 23.05 (c), the Employee must give the Employer written notice four (4) weeks in advance of the date that they wish their pregnancy leave to end.
- 23.09 Parental leave, separate from pregnancy leave, shall be granted to any Employee who has been employed for at least thirteen (13) weeks and who becomes a parent of a newborn or newly adopted child. The Employee shall be entitled to unpaid parental leave of up to:
- (a) sixty-one (61) weeks if the Employee also took pregnancy leave; or
  - (b) sixty-three (63) weeks if the Employee did not take pregnancy leave.
- 23.10 The Employee shall inform, in writing, their Employment Supervisor of their plans for taking parental leave at least two (2) weeks in advance of the initial date of the parental leave. If the Employee stops work because a child comes into the Employee's custody, care and control for the first time earlier than expected, the Employee's parental leave begins on the day they stop working and the Employee must inform, in writing, their Employment Supervisor that they are taking parental leave within two (2) weeks after stopping work.
- 23.11 If an Employee who has taken a pregnancy leave also chooses to take parental leave, they shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the Employee at the end of the pregnancy leave (e.g., is hospitalized), in which case alternate arrangements respecting the timing of the parental leave may be made.
- 23.12 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy and/or delivery of the infant will be treated in accordance with Articles 23.22 to 23.24 (Sick Leave). Employees unable to return to work following a pregnancy leave or subsequent parental leave because of illness associated with the birth of a child must notify their Supervisor as soon as possible.
- 23.13 The Employee's parental leave ends:
- (a) up to sixty-one (61) weeks after it began if the Employee also took pregnancy leave; or

- (b) up to sixty-three (63) weeks after it began if the Employee did not take pregnancy leave.

In any event, the parental leave must conclude no later than seventy-eight (78) weeks after the child is born or comes into the care and control of the parent for the first time.

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

### **Bereavement Leave**

- 23.15 (a) An Employee shall be granted time off for a leave of absence with pay from one (1) to five (5) consecutive Business Days depending on circumstances to travel and/or attend to arrangements associated with the death of a member of the family or close relative. The paid portion of such leaves will not exceed five (5) consecutive Business Days where the number of hours to be paid to the Employee for such five (5) consecutive Business Days or portion thereof, would be based on the number of hours of Scheduled Work that the Employee could not attend work. Notwithstanding the foregoing, in the case of the death of an Employee's parent, spouse, partner, or child, the Employee shall be granted leave of absence with pay of five (5) Business Days.
- (b) Upon request, the Employment Supervisor shall assist the Employee with the redistribution of any Scheduled Work.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above.

### **Court Leave**

- 23.16 Upon written request, an Employee shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection or when subpoenaed as a witness to court proceedings to which the Employee is not a party.
- 23.17 Any monies remitted by the court for the performance of the required duties shall be deducted from amounts paid to the Employee while on court leave.
- 23.18 Upon return to work, the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which they served and the amount of pay received for jury service.

- 23.19 The Employee will provide their Employment Supervisor with as much notice as possible of such court proceedings so that alternate coverage can be arranged.

### **Labour Conferences and Conventions and Union Training**

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

### **Sick Leave**

- 23.22 Employees shall be granted up to nine (9) hours of paid sick leave per Academic Term of an appointment where the number of hours to be paid to the Employee would be based on the number of hours of Scheduled Work that the Employee could not attend work as a result of their illness or injury. No additional absences due to medical reasons shall be with pay.
- 23.23 Where an Employee is unable to perform their duties because of illness or injury for a period beyond the period of paid sick leave, the Employee shall be granted sick leave without pay for the period of illness or injury.
- 23.24 To qualify for either paid or unpaid sick leave, the Employee must notify their Employment Supervisor as to the expected duration of the illness or injury. Where required by the Employer, the Employee shall provide an appropriate medical certificate, the cost of which shall be reimbursed by the Employer.

### **Notice of Absence**

- 23.25 An Employee will provide as much notice as possible to their Employment Supervisor in the event that they will not complete their scheduled hours of work due to an absence not addressed in this Article. The Employment Supervisor may either:
- (a) reassign the hours of work in consultation with the Employee ; or
  - (b) note that the absence is without pay and make alternative arrangements for the completion of the work.

### **Academic or Research Conferences**

- 23.26 (a) Where an Employee is invited to make a presentation as part of an academic conference relevant to the Employee's discipline as a student, and attendance at the conference would conflict with the Employee's Scheduled Work, the Employee, shall be granted leave to attend such conference if:
- (i) the Employee, in consultation with their Employment Supervisor, is able to reschedule their work, in which case such leave shall be with pay; or
  - (ii) the Employee, in consultation with their Employment Supervisor, is able to redistribute their work, in which case such leave shall be without pay.
- (b) Any leave granted under 23.26 (a) (i) shall not require the rescheduling of more than five (5) Business Days of Scheduled Work.
- (c) A request for leave under 23.26 (a) shall be supported by a copy of the invitation to make a presentation as part of the academic conference.
- (d) Conference Leave may only be taken once per Academic Term.
- (e) The Employee must provide as much notice as possible to their Employment Supervisor, but in no event shall such notice be less than two (2) weeks.

### **Compassionate Care Leave**

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

### **Religious Observance Leave**

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

## **Reservist Leave**

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

## **Article 24 – Benefits**

- 24.01 All Employees shall be entitled to 3% of their base rate, in lieu of benefits. This amount in lieu is included in the Wage and Stipend Rates set out in Schedule A.

## **Article 25 – Employment Equity**

- 25.01 Insofar as the University has a Council on Employment Equity (“the Council”) to which all employee groups are invited to have representation, the Union shall be invited to nominate an Employee representative to such Council.
- 25.02 Once per calendar year at the request of the Union, the Employer shall provide information identifying, by faculty (except as noted below), the number of Employees within the Bargaining Unit in each of the equity groups at Queen’s. In accordance with Ontario’s Freedom of Information and Protection of Privacy Act, such data will not be provided in cases where individuals could be identified.

## **Article 26 – Safe Disclosure**

### **Reporting Actual or Suspected Violations**

- 26.01 Employees are strongly encouraged to report actual violations of laws, regulations, University policies or procedures, including violations of ethical and professional standards, that come to their attention. Employees are also strongly encouraged when they have a *bona fide* basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such beliefs are based.
- 26.02 In addition to the specific reporting processes established under University policies, an Employee may report a suspected or actual violation directly to their Faculty Supervisor or they may contact Faculty Relations. In appropriate circumstances, reports may be made anonymously. However, to the extent that it is legally required, the Employer will disclose information reported, and it

is acknowledged that University policies may limit the extent to which anonymous reports can be investigated and/or acted upon.

- 26.03 Insofar as is possible, reports pursuant to Article 26.01 should be in writing, providing sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.
- 26.04 Investigations shall be conducted on the timelines specified by the applicable Queen's University policies.

### Protection of Employees

- 26.05 Any Employee who in good faith reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- 26.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against an Employee for making a *bona fide* report. This protection extends to each individual who, with *bona fide* reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by an Employee.
- 26.07 Any act of retaliation shall be treated by the University as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.

## **Article 27 – Duration**

- 27.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until April 30, 2021.
- 27.02 This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.



# Appendix A - Teaching Assistant Form



**SECTION A** (For Departmental Use Only)

Name of Teaching Assistant: \_\_\_\_\_

\*Employee Email Address of Teaching Assistant: \_\_\_\_\_

Preference Group: \_\_\_\_\_

Department: \_\_\_\_\_

Term: \_\_\_\_\_

Number and Title of Course: \_\_\_\_\_

Employment Supervisor: \_\_\_\_\_

Number of Allotted TA Hours and Remuneration: \_\_\_\_\_

Approved by (Head or Delegate): \_\_\_\_\_

Date Approved: \_\_\_\_\_

**SECTION B**

Teaching Assistant Activities	Checklist	Hours	Notes
<b>Contact with Employment Supervisor</b>			
Meetings	<input type="checkbox"/>		
Email	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
<b>Contact with Students</b>			
Supervising labs & field trips	<input type="checkbox"/>		
Leading tutorials & seminars	<input type="checkbox"/>		
Lecturing	<input type="checkbox"/>		
Classroom preparation, set-up	<input type="checkbox"/>		
Office hours	<input type="checkbox"/>		
Answering email/telephone inquiries	<input type="checkbox"/>		
Monitoring class websites or listserves	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
<b>Marking and Grading</b>			
Term tests & quizzes	<input type="checkbox"/>		
Mid-term exams	<input type="checkbox"/>		
Written assignments	<input type="checkbox"/>		
Lab assignments	<input type="checkbox"/>		
Final exams	<input type="checkbox"/>		
Administrative functions e.g, grade entry & proctoring	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
Total number of approximate TA hours (page 1)			

# Teaching Assistant Form (Page 2)

Teaching Assistant Activities	Checklist	Hours	Notes
<b>Other Duties</b>			
Attending lectures	<input type="checkbox"/>		
Preparation time	<input type="checkbox"/>		
Assisting with audio-visual equipment	<input type="checkbox"/>		
Practicing lab techniques	<input type="checkbox"/>		
Maintaining laboratory safety	<input type="checkbox"/>		
Post-lab clean up	<input type="checkbox"/>		
Job/Unit Specific Training as defined in Article 16.08	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
Total number of approximate TA hours (page 2)			
Total number of approximate TA hours (page 1)			
<b>Total number of TA hours</b>			
(must equal the Number of Allotted TA Hours for the course)			

<b>Employer-required Training (as defined in Article 16.14):</b>	
--	--

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

\_\_\_\_\_  
Employment Supervisor (Signature)

\_\_\_\_\_  
TA (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notes to TA: As a Teaching Assistant you are represented by the Public Service Alliance of Canada, Local 901. Your terms and conditions of employment and bargaining rights are set out in the Collective Agreement which can be found at the following links:

<http://www.queensu.ca/humanresources/employee-tools/unions-and-associations>  
<http://psac901.org/>

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

\*As a Queen's University student who is also a Queen's employee, you need an Employee NetID that is separate from your student NetID. The Employee NetID and employee email account must be used for your Queen's employment. It can be activated by following the instructions found here:  
<http://www.queensu.ca/its/netid/netid-activation>

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

# Appendix B - Teaching Fellow Form



<b>SECTION A</b> (For Departmental Use Only)	
Name of Teaching Fellow:	_____
*Employee Email Address of Teaching Fellow:	_____
Preference Group:	_____
Department:	_____
Term:	_____
Number and Title of Course:	_____
Employment Supervisor:	_____
Number of Scheduled Teaching Hours:	_____

## SECTION B

Teaching Fellow Areas of Responsibility	Checklist	Notes
<b>1. Design and planning of curriculum</b>		
a) Preparing course syllabus	<input type="checkbox"/>	
b) Identifying learning outcomes	<input type="checkbox"/>	
c) Developing reading lists, demonstrations, laboratory experiences, etc.	<input type="checkbox"/>	
<b>2. Teaching and supporting student learning</b>		
a) Developing and delivering lectures or other learning tools	<input type="checkbox"/>	
b) Preparing seminars or tutorials	<input type="checkbox"/>	
c) Preparing course related materials, such as lab manuals, websites, handouts etc.	<input type="checkbox"/>	
<b>3. Student feedback and evaluation</b>		
a) Developing assessment tools as appropriate to the learning outcomes	<input type="checkbox"/>	
b) Providing students with opportunities for formative feedback, through office hours, webpages, tutorials etc.	<input type="checkbox"/>	
c) Marking and grading	<input type="checkbox"/>	
<b>4. Developing an effective classroom environment</b>		
a) Promoting student engagement	<input type="checkbox"/>	
b) Providing support for diverse students	<input type="checkbox"/>	
c) Supporting students with special needs or circumstances	<input type="checkbox"/>	

# Teaching Fellow Form (Page 2)

Teaching Fellow Areas of Responsibility	Checklist	Notes
<b>5. Evaluation of practice and continuing professional development</b> a) Participating in formal course evaluations b) Actively responding to student feedback on an ongoing basis c) Seeking input and support from colleagues or university resources as appropriate	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	
<b>6. Other:</b> _____	<input type="checkbox"/>	

<b>Employer-required Training (as defined in Article 16.14):</b>   <b>Job/Unit-specific Training (as defined in Article 16.08):</b>	
--	--

This form is intended to guide review and discussion of the anticipated areas of responsibilities and expectations of the Teaching Fellow in the delivery of the course to which they have been appointed.

\_\_\_\_\_  
 Reviewed by (Employment Supervisor)

\_\_\_\_\_  
 Reviewed by (Teaching Fellow)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Notes to TF: As a Teaching Fellow you are represented by the Public Service Alliance of Canada, Local 901. Your terms and conditions of employment and bargaining rights are set out in the Collective Agreement which can be found at the following links:

<http://www.queensu.ca/humanresources/employee-tools/unions-and-associations>  
<http://psac901.org/>

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

\*As a Queen's University graduate student who is also a Queen's employee, you need an Employee NetID that is separate from your student NetID. The Employee NetID and employee email account must be used for your Queen's employment. It can be activated by following the instructions found here:  
<http://www.queensu.ca/its/netid/netid-activation>

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

# Appendix C - Signature Page

In witness whereof, the Parties have executed this Agreement as of the 5<sup>th</sup> day of February, 2018.

For Queen's University

  
Dan McKeown, Chief Negotiator

  
Chris Clare  
Bargaining Team Member

  
Lynda Jessup  
Bargaining Team Member

  
Kim McAuley  
Bargaining Team Member

  
Jada McNaughton  
Bargaining Team Member

  
Lynn O'Malley  
Bargaining Team Member

March 13, 2018  
Date Signed

For the Public Service Alliance of  
Canada Local 901, Unit 1

  
Jawara Gairey, Chief Negotiator

  
Craig Berggold  
Bargaining Team Member

  
Stephanie McKnight  
Bargaining Team Member

  
Alexander Rey  
Bargaining Team Member

  
Sharon DeSousa  
Regional Executive Vice-President, Ontario

March 13, 2018  
Date Signed

**Appendix D – Minutes of Settlement dated March 8, 2018**

Board File No. 3225-17-R

**IN THE MATTER OF AN APPLICATION FOR CERTIFICATION FILED PURSUANT  
TO THE *LABOUR RELATIONS ACT, 1995***

BETWEEN:

**PUBLIC SERVICE ALLIANCE OF CANADA**

("Applicant")

- and -

**QUEEN'S UNIVERSITY**

("Responding Party")

**MINUTES OF SETTLEMENT**

**WHEREAS** the Applicant filed an Application for Certification (Board File No. 3225-17-R) on March 6, 2018 (the "Application");

**AND WHEREAS** the Applicant and the Responding Party (collectively, the "parties") have agreed to resolve all matters relating to the Application by way of incorporating members of the proposed bargaining unit into Article Two (the "scope clause") of the current collective agreement between the Public Service Alliance of Canada (Local 1, Unit 1) and the Responding Party, expiring April 30, 2021 (the "Collective Agreement");

**NOW THEREFORE** the parties agree as follows:

1. The parties hereby agree to amend Article 2.01 of the Collective Agreement as follows, effective April 1, 2018:

2.01 The Employer recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit. The bargaining unit includes: (a) all persons registered as students at Queen's University, in the City of Kingston, in the Juris Doctor (JD) program or the Doctor of Medicine (MD) program, who are employed as Teaching Assistants at Queen's University ["New Members"]; and (b) as described in the certificate issued by the Ontario Labour Relations Board dated April 13, 2010, all persons registered as graduate students at and who are employed by Queen's University, in the City of Kingston, as Teaching Assistants or Teaching Fellows; save and except:

- (i) supervisors and persons above the rank of supervisor;
- (ii) employees for whom a trade union held bargaining unit rights on the date of certification;
- (iii) persons who hold appointments to the Academic Staff of the University as defined by the University's Statement on Adjunct Academic Staff and Academic Assistants;
- (iv) persons who hold appointments to the General Support Staff of the University;
- (v) research assistants;
- (vi) persons employed under Research, Grant and Contract appointments;
- (vii) full voting members of the Board of Trustees; and
- (viii) members of the legal or medical profession employed in their professional capacity.

2. The parties agree that, notwithstanding paragraph one above, Article 17 (Wages and Stipend), Article 18 (Pay Administration) and Schedule A (Wage and Stipend Rates) of the Collective Agreement will not apply to New Members until May 1, 2018.

3. \The parties agree that these Minutes of Settlement are deemed to be appended to the Collective Agreement, and will be appended to all subsequent renewal agreements, unless and until the parties agree otherwise.
4. The parties agree that the list of individuals identified at Appendix "A" represents a complete and accurate list of New Members employed by Responding Party as of the date the parties execute these Minutes of Settlement.
5. The Applicant agrees to withdraw the Application, and to provide such written notification to the Ontario Labour Relations Board, at or before 4pm on March 9, 2018.
6. The parties agree that this is a settlement within the meaning of section 96(7) of the *Labour Relations Act, 1995*.

Dated this **8th** day **March, 2018**.

On behalf of the Public Service Alliance  
Of Canada

On behalf of Queen's University

**ORIGINAL SIGNED BY;**

**ORIGINAL SIGNED BY:**

---

Silja Freitag

---

Dan McKeown



APPENDIX "A"

1. Black, Samantha
2. Broadus, Daniel
3. Busuttil, Zoe
4. Cooper, Zac Adam
5. Couturier, Don Wynter Stewart
6. Davis, James Elmer
7. Fisher, Natalie Christine
8. Fishman, Adam Simon Kyle
9. Garcha, Ivneet
10. Greenfield, Christina Jenny
11. Imtiaz, Hisham
12. Law, Rachel Pauline
13. Lebane, Zack Austin
14. Leclair, Shawna
15. Lee, Kelly
16. Manderville, Christopher David Alan
17. McAtamney, Megan-Catherine Therese
18. Meraw, Mitchell
19. Mignardi, Giancarlo Daniele
20. Moran, Domenica Rose
21. Mossa, Hazem
22. Prizant, Joshua Jarvis
23. Rowe, Laura Elizabeth
24. Rutherford, Perry
25. Sandler, Daniel Adam
26. Shamie, Alison
27. Smirnova, Alina
28. Spira, Alana Rachel
29. Valiquette, Chantal Rose
30. Wong, Benjamin Yu Cheung

## Schedule A – Wage and Stipend Rates

Position	<sup>a</sup> May 1, 2017 to April 30, 2018	May 1, 2018 to April 30, 2019	May 1, 2019 to April 30, 2020	May 1, 2020 to April 30, 2021
% increase	1.00%	1.25%	1.50%	1.75%
<b>Teaching Assistant</b> <i>(per hour)</i>	\$40.86	\$41.37	\$41.99	\$42.73
<sup>b</sup> <b>Teaching Fellow</b> <i>(per regular half-course)</i>	\$8,110	\$8,211	\$8,335	\$8,480

**Notes:**

- a Subject to Note b, the effective date of this increase is May 1, 2017. To be eligible for a retroactive payment, an individual must have been an Employee on or after September 30, 2017. Payments to eligible Employees will be made as soon as practicable, but no later than three (3) pay periods following ratification of the renewed Collective Agreement.
  
- b Schedule A will apply to JD and MD Teaching Assistants effective May 1, 2018.
  
- c Teaching Fellow Stipend Rate Adjustments:
  1. The stipend rate for TFs is based on a regular half course of three contact hours per week.
  2. Where a TF is responsible for delivery of a portion of a regular half course, the stipend paid to the TF will be adjusted from the stipend rate in Schedule “A” in proportion to the percentage of responsibility that the TF has for delivery of the course.
  3. Where a half course in a unit includes additional class/lab/tutorial/seminar hours per week above the regular three contact hours and the TF is assigned to such additional hours, the TF will receive an additional 10% above the stipend rate in Schedule A (or portion thereof as per Point 2) for each such additional hour per week.
  4. Where a TF has a course with an enrollment of 100 or more students, a 12.5% increase will be added to the stipend rate set out in Schedule A (or a prorated portion thereof as per Point 2). Course enrollment shall be determined on the last date a student may drop that course without financial penalty.
  5. Units may pay stipends that are greater than the stipend rates set out in Schedule A. Stipends above the stipend rates in Schedule A are deemed to include any supplement for each additional hour per week (as per Point 3), and for course-section enrollment (as per Point 4). In no case shall a Member’s stipend be less than the sum of the stipend rate set out in Schedule A (or a portion thereof as per Point 2), plus any applicable additions as per Points 3 or 4.

# LETTER OF AGREEMENT #1

## Letter of Agreement Re Appointment of Teaching Fellows

Between

Queen's University ("Queen's")

And

The Public Service Alliance of Canada and its Local 901 Unit 1 ("PSAC")

Whereas Article 32.2.2(a) of the 2015-2019 Queen's University-QUFA Collective Agreement ("the QUFA Collective Agreement") sets out the relative priority by which work may be performed by either Teaching Fellows, or Term Adjuncts with a Specific Right of Reappointment, Queen's and PSAC agree that in accordance with the current provisions of the Collective Agreements:

1. A graduate student in Preference Group A or B, as set out at Article 12.08 of the Queen's-PSAC Collective Agreement, who would not otherwise have an opportunity to teach as part of their graduate education, shall take precedence over a Term Adjunct who has a Specific Right of Reappointment under the QUFA Collective Agreement. However, Term Adjuncts with a Specific Right of Reappointment shall take precedence over remaining graduate students in Preference Group B.
2. Term Adjuncts with a Specific Right of Reappointment are as described at Article 32 of the QUFA Collective Agreement.
3. In the event that Article 32.2.2(a) and any other relevant or pertinent articles of the QUFA Collective Agreement are revised, Queen's and PSAC will meet and review the application of this Letter of Agreement.
4. This Letter of Agreement will expire upon the expiration of the 2017-2021 Queen's-PSAC Collective Agreement, or by agreement of Queen's and PSAC such as in the circumstances described in paragraph (3) above.

Dated at Kingston this 20 day of July, 2017.

*Original signed by:*

\_\_\_\_\_  
Dan McKeown  
Chief Spokesperson (Queen's)

*Original signed by:*

\_\_\_\_\_  
Jawara Gairey  
Chief Spokesperson (PSAC)

## **LETTER OF AGREEMENT #2**

### **Letter of Agreement Re: Article 21 of the Collective Agreement, Joint Health and Safety Committees**

The Union and the Employer agree that:

1. The reference to "Employee Representative" in Article 21.03 of the Collective Agreement shall mean someone as selected by the Union who is or will be an Employee as per Article 3 of the Collective Agreement within the twelve month period in which they are a member of the Joint Health & Safety Committee ("Committee"), but no earlier than four months before they are an Employee and who:
  - (a) works within one of the work units to which the applicable Committee is intended for; or
  - (b) has demonstrated experience in Occupational Health & Safety matters in the workplace that are relevant to the applicable Committee to which the Employee will be appointed.
2. An individual who has been serving as an Employee Representative ceases to be an Employee Representative when they cease to be registered as a graduate student, or registered as a student in the JD program or MD program at the University or have not been employed by the University as a TA or TF in the Bargaining Unit for a period of twelve (12) months or longer.
3. No Employee shall be the Employee Representative on more than one Committee.
4. In addition to the lump sum payment set out at Article 10.04 of the Collective Agreement, the Employer shall provide to the Union, no later than September 30th of each year, a lump sum equivalent to \$2,300 for each applicable Committee on which the Union has an Employee Representative. The distribution of this money will be at the full discretion of the Union, provided that the Union provides a record of spent money to the Employer upon request.

The sum of \$2,300 will be pro-rated in the first year of the renewed Collective Agreement based on the date of ratification.

5. Where the number of Committees is adjusted between October 1st of one year and September 30th of the following year, the Employer will increase this lump sum payment on a prorated basis if the number of applicable Committees with Employee Representatives increases or alternatively, the Union will return a portion of the lump sum payment on a prorated basis if the number of applicable Committees with Employee Representatives decreases. The prorated amount will be determined by taking the number of days that have passed between October 1st and September 30th and dividing by 365.
6. The payment(s) as described at Paragraphs 4 and 5 are consistent with and fully satisfy the Employer's obligations under Section 9(34) and 9(35) of the *Occupational Health and Safety Act* to provide the Employee Representative with compensation for time spent in connection with their responsibilities to the applicable Committee.
7. Where there is no appointed Employee Representative for an applicable Committee, then upon request from the Union the Department of Environmental Health and Safety shall provide the Union, within ten working (10) days, with the applicable Committee's approved minutes and finalized inspection reports. The Union's handling of any such documentation shall be consistent with any rules, procedures or expectations that apply to an Employee Representative on the applicable Committee.
8. This Letter of Agreement will expire upon the expiration of the 2017-2021 Collective Agreement.

Dated at Kingston this 20 day of December, 2017.

*Original Signed by:*

\_\_\_\_\_  
Dan McKeown  
Chief Spokesperson (Queen's)

*Original Signed by:*

\_\_\_\_\_  
Jawara Gairey  
Chief Spokesperson (PSAC)

## LETTER OF AGREEMENT #3

### LETTER OF AGREEMENT

Between

Queen's University ('the University')

And

The Public Service Alliance of Canada Local 901 ("the Union")

1. The parties recognize and acknowledge the distinct and separate nature of the financial funding that the University provides to graduate students on the one hand, and employment income in accordance with the terms of this Collective Agreement on the other hand. Therefore:
  - (a) For TAs, any increase from the TA hourly wage rate of pay applicable during their first appointment to the hourly wage rate of pay applicable during their subsequent TA appointment; or
  - (b) For TFs, any increase from the TF stipend rate applicable during their first appointment to the stipend rate applicable during their subsequent appointment,will not result in a reduction in non-employment sources of financial funding that the University provides to a graduate student.
2. The Union has no jurisdiction over the determination of the funding package provided to any graduate student of Queen's University.
3. The parties agree that this Letter of Agreement shall expire on April 30, 2021, at the conclusion of the Term of the Collective Agreement and shall be subject to renegotiation.

Dated at Kingston this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Original Signed by:*

*Original Signed by:*

\_\_\_\_\_  
Dan McKeown  
Chief Spokesperson (Queen's)

\_\_\_\_\_  
Jawara Gairey  
Chief Spokesperson (PSAC)

## Attachment A – Contact Information

Contact Information for the parties:

### PSAC Local 901, Unit 1

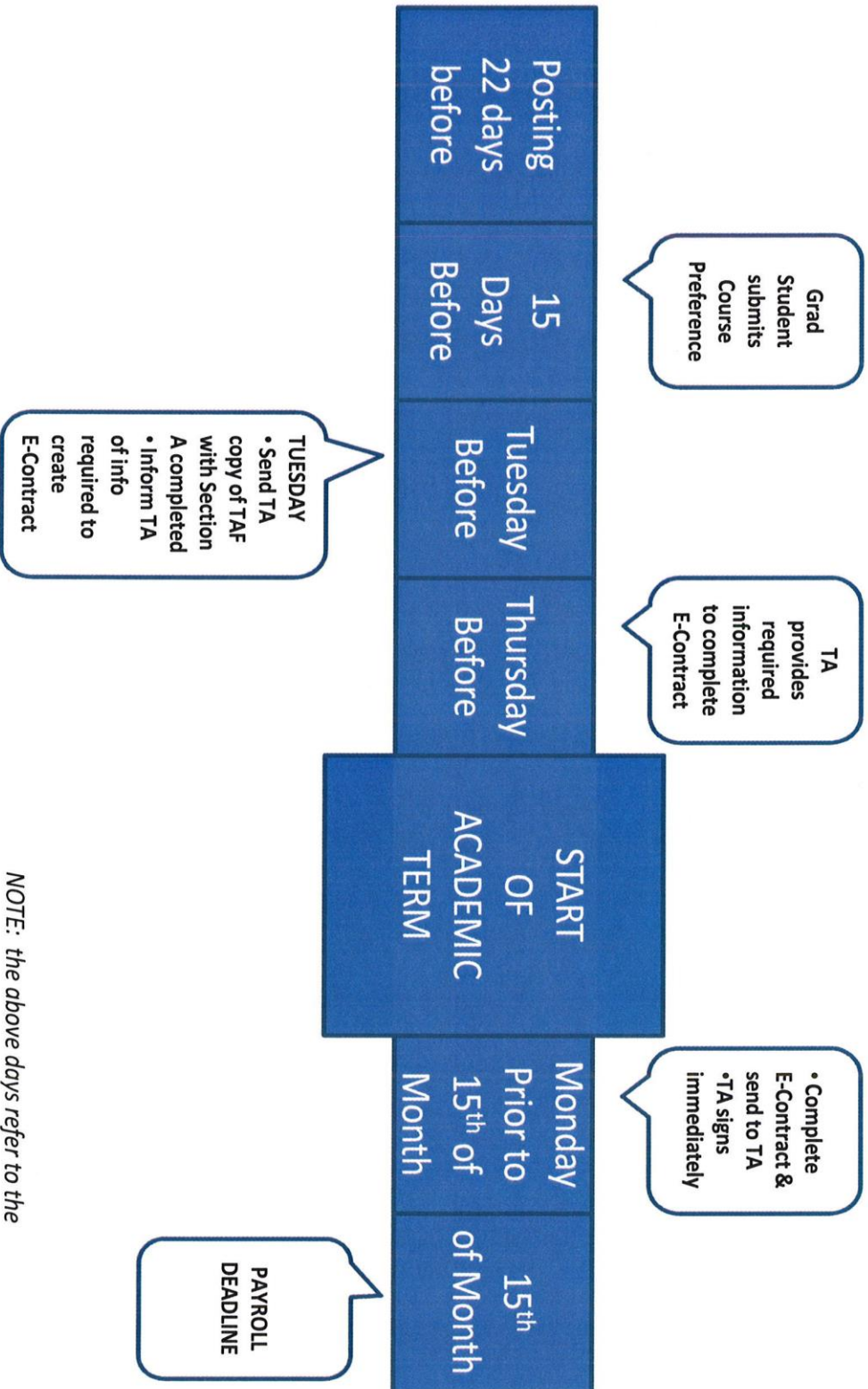
Public Service Alliance of Canada Local 901, Unit 1  
Robert Sutherland Hall, Room 547  
Email: [info@psac901.org](mailto:info@psac901.org)  
Website: [www.psa901.org](http://www.psa901.org)  
Phone: (613) 533-6000 ext. 77010

### Queen's University

Queen's University at Kingston  
Richardson Hall, University Avenue  
Email: [faculty.relations@queensu.ca](mailto:faculty.relations@queensu.ca)  
Website: <http://www.queensu.ca/facultyrelations/home>  
Phone: (613) 533-3133

# Attachment B – Teaching Assistant Timelines

## Teaching Assistant Timeline

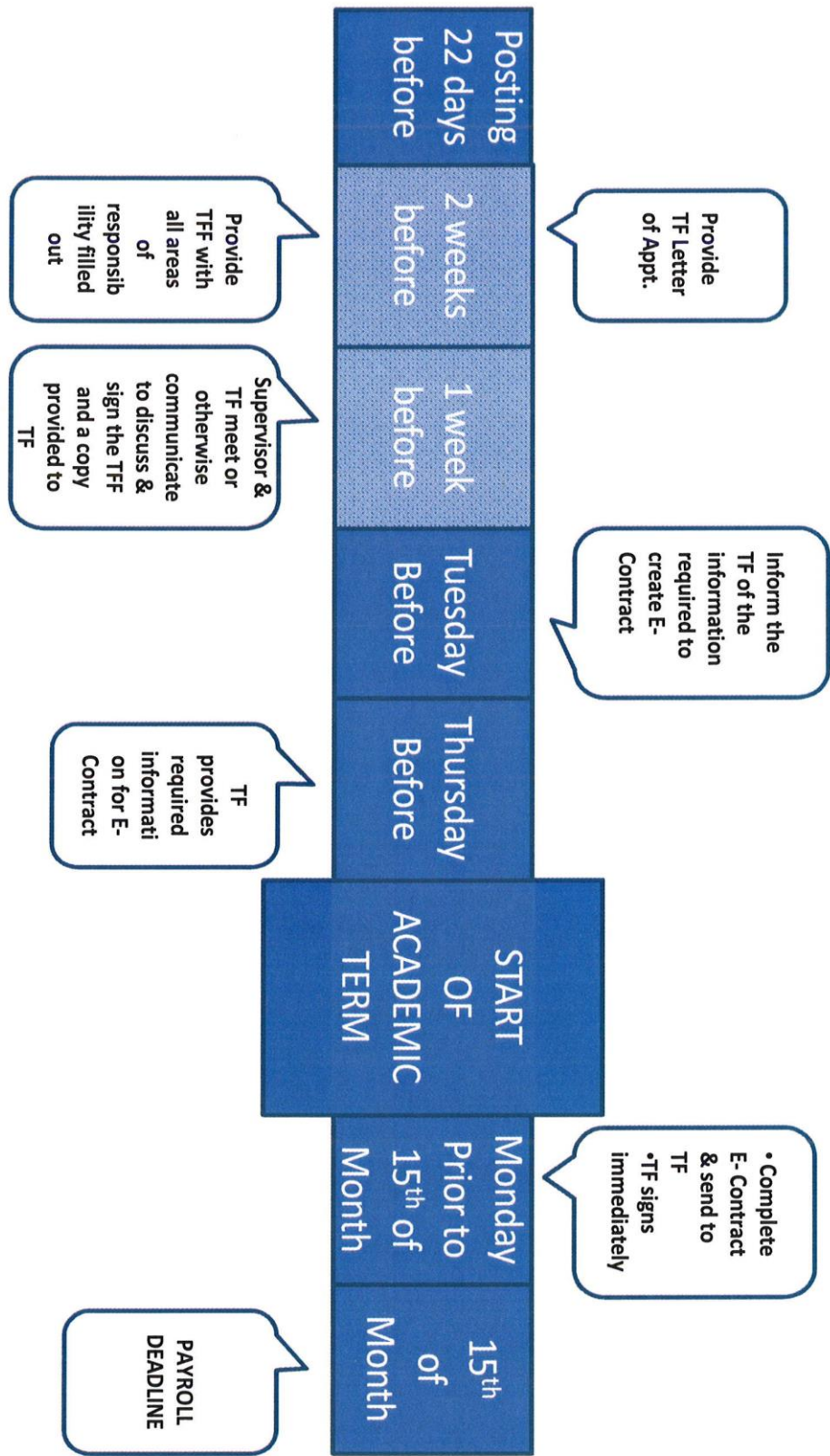


*NOTE: the above days refer to the very latest day or NO LATER THAN Deadline*



# Attachment C – Teaching Fellow Timelines

## Teaching Fellow Timeline



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