COLLECTIVE AGREEMENT

between

The Public Service Alliance of Canada

on behalf of
Graduate Teaching Assistants, Graduate Teaching Fellows,

PREAMBLE

"Queen's University and PSAC Local 901 are situated

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, and (c) as described in the certificate issued by the Ontario Labour Relations Board dated February 16, 2017, all registered graduate students who are employed by Queen's University, in the City of Kingston, as Research Assistants, save and except:

(a) supervisors and persons above the rank of supervisor;

(b) employees for whom another trade union held bargaining rights on the following dates;

(i) March 16, 2010 (Teaching Assistants and Teaching Fellows, including all persons registered in the JD or MD programs); and

(ii) April 23, 2014 (Research Assistants).

(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) persons employed under Research, Grant and Contract appointments (for certainty, this does not include registered graduate students employed by Queen's University as Research Assistants);

(f) full voting members of the Board of Trustees; and

(g) members of the legal or medical profession employed in their professional capacity.

2.02 For clarity, a graduate student is performing bargaining unit work when they are assigned research duties and/or research tasks that are not directly related to the completion of their degree or program requirements.

2.03 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.

2.04 The Union agrees that no Employee or group of Employees shall undertake to re

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) detevBDis

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)~~thirty (30) 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 as soon as possible but no less than one (1) week prior to all TA, TF, and RA 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

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)

(c) Policy grievance: the Union grieves against the Employer's interpretation, application, administration or alleged violation of this Collective Agreement. The grievance procedure

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, the FRO 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.

(d) Grievances related to harassment, violence, and discrimination shall be filed as soon as possible following the incident(s) to which they relate and normally within one year after the incident(s) to which the grievance relates.

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, with a copy to the FRO. 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), the FRO 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

within ten (10) Business Days of delivery of the grievance. The Union shall provide its written response to the grievance

12.01 The Employer shall make the decision as to the number of TA, TF, and RA appointments within the Bargaining Unit, and the qualifications required for each appointment, recognizing the principles on Employment Equity in Article 25.

12.02 An appointment to a TAship using the order of preference as set out in Article 12.04, or an appointment to a RAship in accordance with Article 12.15, 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 Teacoymee(m)- ((m)-ianc)14 (m)-, Ts12.23 0 Td( )Tj7.4 /P 4MCID T[A)1 (5 208.8 (c

(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

13.04

(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 Emplo

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 or RA to work more than eight (8) scheduled hours per day at the request of the Employer, any hours worked by the TA or RA 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 or RAF. Unauthorized time worked at the TA's or RA`s discretion is not eligible for compensation at 1.5 times the rates listed in Schedule A.

16.06 If anhehourfqhratallen10 (6.)0 (and)1hc6M00 (and)11(p)10 pensoimg (i)162 (5))4 (hal)7

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

(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.

(i) Where additional work is required to be performed beyond the end date of the appointment, extra paid hours may be offered to the TF by the Employer at the hourly rate of pay of a TA. All additional work for which compensation is paid must be agreed to by the Employer and the TF in advance of the commencement of the duties and a new TFF shall be completed when there are extra hours paid. There will be no consequences for a TF who declines the additional work.

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

(b)

Training content, the time allocated to training modules, and confirmation of successful completion of training is within the purview of the relevant University Office. The records of the relevant University Office are considered proof of successful completion of training., ~~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 RAF, 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,TFF, or RAF.

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, TFship, or RAship ("Training Completion Date"), and, upon successful completion, will be paid at the regular hourly wage rate for a TA or RA 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, TFship, or RAship, 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, and to Research Assistants effective May 1, 2019.~~

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, and to Research Assistants effective May 1, 2019.~~

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), 16.11 (d) and (f), or 16.08 (b) and (c) (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, TFship, or RAship.

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

~~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 by a person 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 Workplace Hharassment. For example, Wworkplace Hharassment does not include

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 proceduroc7 (el)6e Tw T*. (ia0 (c6.68 bbN0 ([(har)7 (as)4 (s)5T)004 Tc 0 (i)6 GtrievancePedur (a)10 (dd)10 (A)1 T*Uass e(20)10 ( )]TJ0 Tc 0 Tw – bi-1rationPoc04

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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 shall notify their Employment Supervisor or a member of the Employee Wellness Services unit regarding the need for an accommodation

22.02 TAs and TFs 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 TAs and TFs shall receive recognition consistent with their contribution to course material, design, or other matter that they assist in developing during their employment.

For RAs:

22.04 Materials created by Research Assistants in the course of their Bargaining Unit employment shall be considered works for hire. Intellectual property in such material shall be owned, in the first instance, by the Employer if it was created under a contract of employment that assigns responsibility for the creation of such material to the Research Assistant. A Research Assistant who is the creator of material referenced in Article 22.04 above will, with the agreement of their supervisor, faculty member collaborator or other applicable individual as the context requires, receive recognition for their contribution to the material, but such recognition shall not affect the legal status of the intellectual property in the material.

which the leave of absence commenced, except as may otherwise be required by the

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)

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 20 ( )]Te1 Relat (m) (el)6

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

Legislated Leaves

23.30 Employees may be entitled to additional leave, with or without pay, provided by law, including but not limited to, Domestic or Sexual Violence leave and Personal Emergency Leave, pursuant to the *Employment Standards Act*.

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.

~~For RAs, the 3% of their base rate, in lieu of benefits will take effect on May 1, 2019. Effective May 1, 2020, the 3% of their base rate, in lieu of benefits is included in the Wage Rates set out in Schedule A.~~

Article 25 – Employment Equity

25.01 In accordance with the University's equity goals, the Parties' commitment to non-discrimination as contained in Article 20 of this Agreement, and to the principles of employment equity, the University and the Union recognize the responsibility and the need to promote equity in the employment of women, racialized persons, Indigenous peoples, persons with disabilities, 2SLGBTQIA+ persons and such other groups as may be designated by legislation.

25.02 Consistent with principles of employment equity, the University shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention and assignments of members of equity-seeking groups, and to recognize the value that diversity adds to the academic activities of the University.

25.0~~1~~3 Insofar as the University has ~~a Council on Employment Equity ("the Council")~~an employment equity forum to which all employee groups are invited to have representation, the Union shall be invited to nominate an Employee representative to participate. ~~such Council.~~

25.0~~2~~4 Once per calendar year by October 30th, ~~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* baonglto (d)S0 Tw (to u-0 0 14 c)4gs

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, 2024~~1~~.

27.02 This Agreement shall remain in effect for a year thereafter.

Appendix A - Teaching Assistant Form

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

SECTION B

Teaching Assistant Activities	Checklist	Hours	Notes
Contact with Employment Supervisor*			*May include a meeting at or around the mid-point of the TAship for the purpose of conducting a review of the TA's assigned activities and to ensure the hours of work continue to be appropriate.
Meetings			
Email			
Other:			
Approximate Hours			
Contact with Students			
Supervising labs & field trips			
Leading tutorials & seminars			
Lecturing			
Classroom preparation, set-up			
Office hours			
Answering email/telephone inquiries			

Appendix B - Teaching Fellow Form

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

Name of Teaching Fellow	
*Employee Email Address of Teaching Fellow	
Preference Group (A or B)	
Department	
Term	
Number and Title of Course	
Employment Supervisor	
Number of Scheduled Teaching Hours	

SECTION B

Teaching Fellow Areas of Responsibility	**Checklist**	**Notes**
1. Design and planning of curriculum		

6.		

Research Assistant Form – Page 2

SECTION B

Research Duty/Research Task	Approx. Hours	Details, including expectations
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

The RA agrees that the research duties/research tasks listed on this form are subject to change by the Employment Supervisor. The RA and Employment Supervisor agree that any change to the total number of RA hours should be made in accordance with Article 16, "Hours of Work".

Employment Supervisor (Signature)	Date:
RA (Signature)	Date:

Notes:

* [1]As a graduate student employed as a Research 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://w~~https://www.queensu.ca/facultyrelations/psac-local-901-unit-1/collective-agreement
~~ww.queensu.ca/humanresources/employee-tools/unions-and-associations~~
http://psac901.org/

**[2]As a Queen's

Appendix D - Signature Page

In witness whereof, the Parties have executed this Agreement as of DATE.

For Queen's:

_____

Michael Villeneuve
Chief Spokesperson

_____

Jada McNaughton
Bargaining Team Member

_____

Chris DeLuca
Bargaining Team Member

_____

Sharon Regan
Bargaining Team Member

_____

Chris Clare
Bargaining Team Member

For PSAC:

_____

Astrid Hobill, President
PSAC Local 901

_____

Rohit Revi, VP RA
PSAC Local 901

_____

Brittainy Bonnis, Info Officer
PSAC Local 901

_____

MaryAnne Laurico,
Regional Representative, PSAC

_____

Darren Pacione,
Research Officer PSAC

_____

Laneydi Martinez Alfonso

Appendix ~~F~~E – 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

(viii) members of the legal or medical profession employed in their professional capacity.

2. The parties agree that, notwithstanding paragraph on

Schedule A – Wage and Stipend Rates

Position	

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.

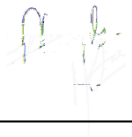
LETTER OF AGREEMENT #1

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 2019-2022~~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 Article12.08 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.

1 .



LETTER OF AGREEMENT #2

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

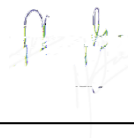
The Union and the Employer agree that:

1. The

LETTER OF AGREEMENT #3

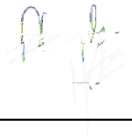
LETTER OF AGREEMENT
Between
Queen's University ('the University') And
The Public Service Alliance of Canada Local 901 ("the Union")

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



LETTER OF AGREEMENT #4

LETTER OF AGREEMENT
Between



Letter of Agreement #5

LETTER OF AGREEMENT

Between

Queen's University ("the University")

And

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

(Collectively referred to as "the Parties")

1. The Parties agree that the workplace accommodation process will be a standing agenda item at the Joint Union/Management Committee (JUMC) in accordance with the process detailed in Article 9 of the Collective Agreement. Upon request by either Party, a representative of the Employee and Wellness Services Unit ~~Return to Work and Accommodation Office~~ shall be invited to a JUMC meeting.

2. The Parties commit to (1) discuss Employee access to the workplace accommodation process; (2) review feedback from Employees about the process; and (3) recommend communication and/or educational resources related to the process.

3. This Letter of Agreement will expire upon the expiration of the 2021 - 2024 Collective Agreement.

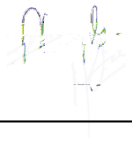
Dated at Kingston this 7 day of December, 2021.

Michael Villeneuve	Laneydi Martinez Alfonso
Chief Spokesperson (Queen's)	Negotiator (PSAC)

Letter of Agreement #6

LETTER OF AGREEMENT

Between



Letter of Agreement #8

LETTER OF AGREEMENT

Between

Queen's University ('the University')

And

The Public Service Alliance of Canada Local 901 ("the Union")
(Collectively referred to as "the Parties")

The Parties agree that with the approval of the Employment Supervisor, and if operationally feasible, Employees may attend on-campus celebrations and/or commemoration(s), including but not limited to the following:

- International Women's Day (March 8)
- National Day of Mourning (April 28)
- International Workers' Day (May 1)
- Missing and Murdered Indigenous Women (May 5)
- Indigenous Peoples' Day (June 21)
- National Truth and Reconciliation Day (September 30)
- National Day of Remembrance and Action on Violence Against Women (December 6)
- or any other celebrations and/or commemoration(s) relevant to the employee cultural or religious practices.

Letter of Agreement #9

LETTER OF AGREEMENT

Between

Queen's University ("the University")

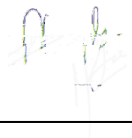
And

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

(Collectively referred to as "the Parties")

The Parties agree that a member of the Employee Wellness Services office will meet with PSAC Unit 1 within two (2) months of ratification of the 2021-2024 Collective Agreement to discuss the Employer's wellness strategy.

Dated at Kingston this 19 day of February, 2022.



Michael Villeneuve	Laneydi Martinez Alfonso
Chief Spokesperson (Queen's)	Negotiator (PSAC)

Letter of Agreement #10

LETTER OF AGREEMENT

Between

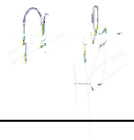
Queen's University ("the University")

And

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

(Collectively referred to as "the Parties")

The Parties jointly acknowledge the importance of supporting Employees undergoing processes or procedures related to gender affirmation. The Parties agree to have further discussions and consultations at the Joint Union/Management Committee (JUMC) in order to determine appropriate supports needed for these Employees. The Parties agree that the discussion will commence no later than 6 months after the date this 2than20



Letter of Agreement #11

LETTER OF AGREEMENT

Between

Queen's University ("the University")

And

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

(Collectively referred to as "the Parties")

The Employer agrees to pay the Union a one-time lump sum payment in the amount of One Hundred and

Letter of Agreement #12

LETTER OF AGREEMENT

Between

Queen's University ("the University")

And

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

(Collectively referred to as "the Parties")

The Employer agrees to pay the Union a one-time lump sum payment in the amount of Twenty Thousand ($20,000) to support training, including pedagogical training, research skills and academic and professional development activities for Employees.

Dated at Kingston this 19 day of February, 2022.

Michael Villeneuve	Laneydi Martinez Alfonso
Chief Spokesperson (Queen's)	Negotiator (PSAC)

Attachment B – Teaching Assistant Timelines

Attachment C – Teaching Fellow Timelines

ACADEMIC TERM
Voter Registration Deadline
NOTE:
very last day or NO LATER THAN Deadline