THIS COLLECTIVE AGREEMENT

between

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

and

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

July 1, 2022 – June 30, 2025

ARTICLE 1

ARTICLE 2 – DEFINITIONS

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

2SLGBTQI+

An acronym for Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and additional sexually and gender diverse people.

Academic Staff

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

Academic Session

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

Academic Term

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

Academic Year

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

Actual Salary

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

(a) It is pro-rated to reflect permanent part-time status, a period of reduced responsibility, a Negotiated or Academic leave;

(b) The Member holds a Reduced Responsibility appointment;

(c) The Member is paid an administrative stipend.

Dean

The senior academic officer of a Faculty, appointed in accordance with procedures laid down for the governance of the University by the Senate and the Board. Normally, the word Dean shall encompass anyone acting in that capacity, or delegated to do so in certain matters.

Delegate

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

Department

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

Emergency (for appointment purposes)

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

Employer

The Board of Trustees of the University.

Faculty

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

Fiscal Year

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

For the Record

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

ARTICLE 3
ASSOCIATION DUES

3.3 **Protocol for Disputes**

3.3.1

ARTICLE 4

ARTICLE 5 – LEGAL LIABILITY

5.1 The University shall provide insurance coverage in respect of the liability of Members, while acting on behalf of the University (including the performance of all the Member's academic responsibilities under Article 15), to the extent provided by the CURIE policies, or any of the University's other applicable insurance policies that supplement or replace them, in force as of the date of ratification of this Agreement by the Parties. The University shall reimburse the Member for the costs incurred by the Member resulting from the application of the deductible provision in such insurance coverage and for any costs incurred by the Member resulting from the failure of the University to meet the requirements for such insurance coverage.

5.2 The University shall indemnify any Member for violations of copyright arising from the fulfillment of their academic responsibilities so long as the Member has exercised due diligence to act in accordance with the University's copyright policy. Upon request, the University shall provide professional advice to any Member about access to, and use of, copyrighted material for academic purposes.

ARTICLE 6
CORRESPONDENCE AND INFORMATION

ARTICLE 7
ASSOCIATION RIGHTS

ARTICLE 8 – MANAGEMENT RIGHTS

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

and the expenses reasonably incurred to establish the need for accommodation will be paid by the University. This Article 9.3 shall not apply to a request of a Member to

ARTICLE 12 – STRIKES AND LOCKOUTS

12.1 The University shall not lock out Members, and the Association and its Members shall not strike during the term of this Agreement.

12.2 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, Members have the right to decline to perform the work of striking or locked-o(8)4.2 (by(8)-Hoc(8)-2 (((8)12,3(8)-6 (he)1(8)-1 (s)-1 (ha)-38
possible that the Member will not be available, it being
scheduled classroom hour (or part thereof) for which
will be deemed to have sought and been granted a p
but with existing benefits, based on the ratio of the sc
for which duties are not perform and twice the numb
in the course(s) for which the Member is appointed.

(e) Such refusal will not constitute just cause for discipli

12.4 Any dispute about any aspect of this provision or its app
grievance procedure pursuant to Article 19.

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

13.1 The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) as soon as practicable after the ratification of this Agreement.

13.2 The JCAA shall be composed of five (5) representatives of the University, including the Provost and Vice-Principal (Academic) or designate, and five (5) representatives of the Association. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.

13.3 When practicable, appointments to the Committee shall be for the lifetime of this Agreement.

13.4 The JCAA shall

(a) endeavour to maintain and develop a spirit of cooperation and mutual respect;

(b) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;

(c) endeavour to facilitate better working relationships between the University and the Association and its Members;

(d) endeavour to foster better communications between the various components of the University community;

(e) carry out functions specifically delegated by this Agreement.

13.5 The JCAA shall seek the timely correction of conditions that may give rise to misunderstandings in the application of the Agreement. To that end, the JCAA shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. Any amendments or modifications to the Agreement shall not be effective unless approved by the University and the Association.

13.6 The JCAA shall determine its own procedures, subject to the following provisions:

(a) The JCAA shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University who shall

ARTICLE 14 – ACADEMIC FREEDOM

14.1 Generally,

ARTICLE 14
ACADEMIC FREEDOM

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

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

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

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

15.2.3 For librarian Members and archivist Members, professional practice includes

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

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

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

15.3.1 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 shall devote time to research, scholarly and/or creative activities. Research, scholarly and/or creative activities that may be carried out by librarians, archivists and adjunct faculty Members also contribute to the learning environment of the University, and to the scholarly and creative endeavour of the University community, as well as to the professional development of the Member. In carrying out these activities, the Member is expected to adhere to institutional ethics policies, provided that such policies are not in conflict with this Aerm-6 (e)10.5 (mt)-6.6 (s)4.2 (snd)10.3 (t)-6.67(o)11.3 (cm

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

s2Tds2T52c53[illegible]

ARTICLE 16 – INTELLECTUAL PROPERTY

16.1 **General**

16.1.1 This article applies only to Intellectual Property created by Members in the course of their employment by the University and to Intellectual Property created by Members if the University's facilities or resources were utilized in its creation.

16.1.2 The provisions of this Article apply as well to a Member who creates Intellectual Property on a pro rata basis.

16.2 **Definitions**

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

"Contributor"

Rigs:hJ0 Tc 2 (3.3 (s05 Tw -10.04 0

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

16.4.1 If a Member wishes to pursue commercialization, the Member shall disclose the Invention and the names of all known Contributors to the Office of the Vice-Principal (Research) or its delegate, as soon as practicable. Disclosure shall be on the "Invention Disclosure Form" or such other form prescribed by the Office of the Vice-Principal (Research).

16.4.2 A Member has the right to determine whether to engage in commercialization of the Invention as long as such commercialization is consistent with the University's research policy and contractual constraints that may apply in individual cases.

16.4.3 Upon disclosure by a Member under Article 16.4.1 to the Office of the Vice-Principal (Research) or its delegate, the University shall have an exclusive opportunity for ninety (90) calendar days to make an offer for commercialization acceptable to the Member. Any disclosure and its contents shall be kept in confidence by the University, and the University shall require any delegate to keep any disclosure and its contents in confidence.

16.4.4 The Member has no obligation to accept an Office of the Vice-Principal (Research's) or its delegate's offer. The consent of all Members who have disclosed the Invention in accordance with Article 16.4.1 is required before an offer may be accepted.

16.4.5 The Office of the Vice-Principal (Research) or its delegate may decline to make an offer for commercialization of the Invention for business reasons.

16.5 **Commercialization of Intellectual Property Through the Office of the Vice-Principal (Research) or its Delegate**

16.5.1 If a Member elects to use the services of the Office of the Vice-Principal (Research) or its delegate and the Office of the Vice-Principal (Research) or its delegate agrees to commit its resources for the commercialization and possible protection of the Intellectual Property, the Member and the Office of the Vice-Principal (Research) or its delegate shall execute an agreement defining the commercialization and protection of the Intellectual Property, including the sharing of net revenues, in accordance with the business practices of the Office of the Vice-Principal (Research) or its delegate.. The University shall make available on its website its standard Intellectual Property Agreement with Inventors.

16.5.2 An agreement between a Member and the Office of the Vice-Principal (Research) or its delegate may provide for the waiver by the Member of moral rights respecting modification.

16.5.3 All agreements between a Member and the Office of the Vice-Principal (Research) or its delegate shall contain a provision for the settlement of disputes by arbitration, with the costs to be divided equally. The University undertakes to make all reasonable efforts to assist in the resolution of such disputes.

16.5.4 Following an agreement pursuant to Article 16.5.1 and prior to the University entering into an agreement with a third party in relation to the commercialization of an Invention:

(a) The Office of the Vice-Principal (Research) or its delegate shall investigate with due diligence the extent of involvement of any and all Contributors whether or not they are identified on the Invention Disclosure Form (the “Inventorship Investigation”); and

(b) The University shall provide all Contributors investigated with a detailed account of the Inventorship Investigation including the names of all individuals contacted, the date on which each was contacted, and their involvement in the Invention. Each Contributor shall sign an acknowledgement certifying that they are satisfied as to the completeness and accuracy of the Inventorship Investigation.

16.5.5 The University shall require that agreements between a Member and the Office of the Vice-Principal (Research) or its delegate in relation to the commercialization of Intellectual Property provide that the Member has the right to withdraw from such agreements, prior to entering into an agreement with a third party in relation to the commercialization of such Intellectual Property, under the following circumstances:

(a) Where the restrictions associated with the exploitation are substantially interfering with the ability of the Member to pursue their scholarly research and the intellect7-6.6 (ua7)4.2[(pr)-2 (p)10e.5 (r)-5.9 (tl)2.619a7 Ies torsioI1rct(r)-6 (i)2ga6 (n)10.

ARTICLE 16
INTELLECTUAL PROPERTY

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

ARTICLE 18 – CONFLICT OF INTEREST, CONFLICT OF COMMITMENT AND REASONABLE APPREHENSION OF BIAS

18.1 Conflict of Interest

18.1.1 General

18.1.1.1 For the purposes of this Article, “immediate family member” means a spouse, partner, parent, child or sibling.

18.1.1.2 An actual or apparent conflict of interest arises when a Member is placed in a situation where their personal interest, financial or other, or that of an immediate family member or of a person with whom there exists, or has recently existed, either a personal, sexual, or otherwise intimate relationship or financial relationship, conflicts, or appears to conflict, with the Member’s academic responsibilities as defined in Article 15. Members are expected to avoid actual conflicts and apparent conflicts of interest.

18.1.1.3 No Member shall knowingly participate in any decision in which they or any person described in Article 18.1.1.2 have an actual or apparent conflict of interest, except in accordance with the provisions of Article 18.1.1.4.

18.1.1.4 The existence of an actual or apparent conflict of interest does not necessarily preclude the involvement of the individual in the situation where the conflict has arisen, or may arise, but it does require that the conflict be formally disclosed in writing to the person to whom the Member reports before any action or decision is taken. Where the person to whom the Member reports also has an interest in the matter, the disclosure shall be made in writing to the person at the next level of authority.

18.1.1.5 Unless specified otherwise in Article 18.1.2.1 (a), the person to whom the Member reports, following the receipt of the disclosure under Article 18.1.1.4, and after consultation with the Member and any other appropriate persons, shall determine whether a conflict, actual or apparent, exists, and determine an appropriate way to address

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

(b)

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

prior approval of the University. A request for such approval must be made in writing by the Member to the Unit Head, who shall approve or deny the request in writing. Where the request is approved, costs for the use of such facilities,

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

(b) is in receipt of a recommendation from the Committee in question, such person, if they believe their concern is well-founded, shall inform the Faculty Relations Office which shall consult with the Association in fashioning an appropriate remedy.

ARTICLE 19
GRIEVANCE AND ARBITRATION

event, transaction or decision;

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

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

19.3 **Informal Dispute Resolution**

19.3.1 Prior to initiating a grievance, either Party or a Member (with or without the assistance of the Association), may seek informal resolution of a dispute or difference, including a dispute or difference arising from delegated administrative tasks carried out by a Department Head or Library department head.

19.3.2 If the dispute or difference arising from a delegated administrative task carried out by a Department Head or Library department head is not resolved, the Member or Department Head or Library department head shall notify the Dean/University Librarian in writing. The Dean/University Librarian shall confirm or alter the Head's/Library department head's decision within ten (10) days of receiving notification and shall advise the Member and the Head or Library department head immediately of the decision.

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

19.3.4 If the dispute or difference is resolved informally, all decisions, agreements and resolutions may be committed to writing at the request of a Member involved in the dispute or difference. Any resolution shall comply with this Agreement and, to the extent possible, preserve the privacy of the persons involved.

19.4 **Step 1**

19.4.1 Within twenty (20) working days of an event, transaction, decision, or the end of a set of circumstances, or twenty (20) working days from the date the grievor(s) knew or ought reasonably to have known of the relevant event, transaction, decision or set of circumstances, the grievor(s) shall file a written Notice of Intention to Grieve with the responding party to the grievance. The Notice of Intention to Grieve shall be in the form prescribed in Appendix B to this Agreement and shall set out the event, transaction, decision, or set of circumstances which are the subject matter of the grievance.

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

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

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

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

19.4.4 Within ten (10) working days of its receipt of the Notice of Intention to Grieve, the Party responding to the grievance shall, after consultation with the other Party schedule a Step 1 meeting to be convened no later than twenty-five (25) working days from the date of scheduling. At the Step 1 meeting shall be the relevant U

ARTICLE 19
GRIEVANCE AND ARBITRATION

ARTICLE 19
GRIEVANCE AND ARBITRATION

(i) To make such orders or give such directions as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and

(j) Where the arbitrator determines that a Member has been dismissed or disciplined for cause but the Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, to substitute such other penalty that seems just and reasonable in all the circumstances.

19.7 s d/TT1 1 Tf0 -1.2013 Tc 0.Ct

ARTICLE 19
GRIEVANCE AND ARBITRATION

ARTICLE 20
DISCIPLINE

ARTICLE 20

Member of their right to seek advice from the Association, and requiring the Member to respond to the allegation by meeting with the person(s) investigating the allegation. The Member will be permitted to review, for accuracy, the investigator's notes of the responses given by the Member during their meeting(s). The Member may also submit materials for consideration by the investigator. If the Provost and Vice-Principal (Academic), [illegible]

any proposed discipline, before the investigation is closed and before any disciplinary measure is imposed. If the Head has conducted part or all of the investigation, the Dean may invite the Head to attend such meeting.

subsequent disciplinary proceeding. Where a written reprimand or suspension with pay is being grieved, notice of the grievance shall be attached to the record of discipline in the Member's Official File until the resolution of the grievance.

20.4.4 Failure of a Member to grieve a written reprimand shall not be deemed an admission of the validity of the reprimand, provided that the Member has indicated in writing within the time limits provided for initiating a grievance that the Member is in disagreement with the reprimand and does not waive any right to grieve any subsequent imposition of discipline for similar cause.

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

20.5 **Academic Assessments**

20.5.1 Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of renewal, tenure, promotion, annual merit assessment or student evaluation. In particular,

(a) the fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment but the facts that resulted or may result in the imposition of discipline may be considered if relevant to that process;

(b) the existence of an academic assessment, or findings arising from an academic assessment cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.

ARTICLE 22 – SAFETY AND SECURITY

22.1 **Health, Safety and Security**

22.1.1 The University and the Association agree to promote safe, secure and healthy working conditions and procedures. Members shall comply with the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended from time-to-time, and are encouraged to adopt and follow sound health, safety and security procedures in the performance of their work.

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

v Td[(t)(end,)4.as st The8.6 (i)

ARTICLE 23
PRIVACY

23.1.7 Information obtained through surveillance devices and practices or electronic monitoring shall not be used in any evaluation of a Member’s teaching or research performance, in no (t)-6.6 (hr)-

ARTICLE 23P-6.T 2V-6.TTÎXG54%2491.44.3 (R)_____10.5(T)___10.5(T)____10.54TTTTTTTTTTTTTTTCo]T

ARTICLE 24 – EMPLOYMENT EQUITY

24.1 **General**

24.1.1 In this Article, “equity-deserving groups” includes the Designated Groups in the Employment Equity Act (“the Act”), and people who identify as 2SLGBTQ+.

24.1.2 In accordance with the University’s equity goals, the Parties’ commitment to non-discrimination under the OHRC and as contained in Article 9 of this 6 (non)]TJ0 ( )0.7 (of)4.3hdance

(b) applicants shall not be disadvantaged by reason of career interruptions caused by family responsibilities or by reason of career interruptions caused by disability; and

(c) efforts will be made to ensure these processes and practices are accessible, and applicants will be notified of the confidential avenues through which they can request accommodations on grounds protected by the OHRC.

24.1.6 In any evaluative process, Members may include activities that advance I-EDIAA, and such information will be considered in the evaluation.

24.2 **Appointments and Personnel Committees**

24.2.1 Persons (excluding students) chosen to serve on Appointments Committees for Faculty, Librarian or Archivist positions, or on Personnel (Renewal/Reappointment, Tenure/Continuing Appointment and Promotion) Committees and administrators with a recommendatory or decision-making role in an appointments or personnel process may only carry out such functions after successfully completing within the previous five (5) years, a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice from the HREO.

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

24.3 **Appointment Processes**

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

(a) When the University intends to follow its Targeted Hiring Policy and Procedures, and as soon as practicable prior to posting a position, the rationale

for the process shall be shared with QUFA, in addition to the data that supports the need for the targeted hire, subject to any restrictions on sharing that data per applicable policies, procedures, and legislation.

(b) Advertisements and postings for appointments other than those for a targeted hiring process shall include the following statement: “The University invites applications from all qualified individuals..17 Tw -194j-0.002 Tc 0 Tw 0.28 0aTJ--0(at(n)1.

24.3.3 Unless there is a demonstrably superior candidate, the following decision-tree shall be used by Appointments Committees in distinguishing between two or more equally-

and (ii) report any recommendations for improving employment equity to the Faculty and Staff Recruitment, Retention and Support Sub-Council, the Deans of Faculties, the University Librarian, and the Senate.

ARTICLE 25
APPOINTMENTS

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

25.2 **Other Types of Appointments**

25.2.1 **Joint Appointment**

25.2.1.1 A joint appointment is shared by two (2) or more Units. Financing is arranged among the Units, and approved by the respective Deans or their delegates, or the University Librarian. The allocation of responsibilities among the respective Units shall be set out in the letter of appointment. Decision-making pursuant to this Agreement shall, where appropriate, be divided according to this allocation. Procedures to be used for personnel decisions shall be agreed to in writing between the appointee and the Units concerned at the tim (f)-6.6 ( )115f appointment.

25.2.2 **Cross-Appointment**

25.2.2.1 Any appointment type may be the subject cross -appointment. A cross appoint Member is based in a home Unit at the University but has prescribed and lim (5.9 (i)2.6 (t)-6.6 Dean(s) (and Heads if applicable), or the University Librarian. The fling of annual re

professorships shall be on Tenure-

25.3.3 Faculty Members who have earned a degree, usually a doctorate, that is considered a prerequisite for a tenure-track appointment in the discipline shall not be appointed below the rank of Assistant Professor.

25.3.4 Term Adjuncts shall normally be appointed at the rank of:

(a) Lecturer if they have not yet earned a degree that is considered a prerequisite for a Tenure-track appointment in the discipline.

(b) Assistant Professor if they have earned a degree, usually a doctorate that is considered a prerequisite for a Tenure-track appointment in the discipline.

(c) Associate Professor if they qualify for appointment at the Assistant Professor rank and meet the following criteria:

(i) A record as a very good teacher committed to academic and pedagogical excellence; and

(ii) A record of high quality and expert peer-assessed scholarly or creative work which is normally demonstrated by presentation or publication in a suitable academic or artistic forum. Writing and research on pedagogy and innovative teaching shall be assessed as scholarly activity. The diverse backgrounds of Members and the type of scholarship appropriate to their research areas shall be taken into account when assessing the quality of scholarly or creative work.

(d) Professor if they meet one of the following criteria:

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

(ii) Combined continuing high-quality scholarly work or professional experience with exceptional contributions in teaching.

(e) Professor Emeritus.

25.3.5 Only the Principal or delegate can approve a Term Adjunct's first appointment at the rank of Associate Professor or Professor.

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

25.4 **Equity**

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

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

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

(a) The Appointments Committee may be the standing Renewal, Tenure/Continuing Appointment and Promotion (RTP/RCP) Committee as established by Article 30 or Article 31, or may be constituted separately by a separate election. In either case, up to two (2) student representatives (which in this context shall include residents in the Faculty of Health Sciences) may be members of the Appointments Committee. The Appointments Committee shall be chaired by the Unit Head or their respective delegate. The Head of a Unit that is too small to form a representative committee (fewer than three (3) Members) should invite representatives from related Units to serve as members;

(b) When a search is to be conducted to fill a joint appointment, the Appointments Committee shall be constituted in accordance with Article 25.5.1(a), with the exception that the elected Members shall be elected in equal numbers from among and by the Members in the several Units that will jointly host the appointment. The Chair of the Appointments Committee shall be a Unit Head (or delegate) of one of these Units;

(c) When a search is to be conducted to fill a joint appointment to be hosted by an identified primary Unit and another Unit, the identity of which depends on the disciplinary expertise of the successful candidate, a composite Appointments Committee shall be constituted as follows: three elected Members shall be drawn from the primary Unit; an additional Member shall be elected by each of the potential partner Units. The Unit Head (or delegate) of the primary Unit shall serve as Chair of the Appointments Committee;

ARTICLE 25
APPOINTMENTS

(d) prepare a short list of applicants, which along with the file for each short-listed applicant, shall be made available in the Unit office(s) for review by Members of the Unit(s). Members of the Unit(s) may submit written opinions to the Appointments Committee on the worthiness of the applicants. A short list must consist of more than one (1) applicant unless the Appointments Committee, after reviewing each applicant's file, is satisfied that only one (1) applicant has met the minimum qualifications for the position as determined by the Appointments Committee and reflected in the advertisement, and the Appointments Committee does not decide to re-advertise;

(e) evaluate short-listed candidates through interviews and, where appropriate, other relevant means of evaluation, and invite all Members in the Unit(s) to meet the short-listed applicants and submit written opinions to the Appointments Committee when the candidates visit the campus to be interviewed and to make presentations; and

(f) make written recommendations on appointments, with reasons given and taking into account only the complete file.

25.6.2 Once an Appointments Committee has commenced the Article 25.6.1(c) stage, if it has not made a recommendation by the time a succeeding Appointments Committee is constituted pursuant to Article 25.5.1, the original Appointments Committee shall remain seized of the process that it commen it The succeeding Appointments Committee shall deal with all new appointment matters.

25.6.3 The Dean or University Librarian is responsible for ensuring that any file forwarded to the Provost and Vi i]TJ0 Tc 0 Tw 9.196 0 Td(-)Tj-0.002 Tc 0.007 Tw 0.337 0 Td[(P)2 (r)-6 (i)13.5 (n i

(a) all materials provided by the appli i;

(b) all letters of assessment, including written submissions from Unit Members pursuant to Arti ie 25.6.1(e);

(c) the Appointments Committee's equity report; and

(d) the written recommendation with reasons of

(i) the Appointments Committee, including any written dissenting recommendation with reasons provided by any Appointments Committee member;

ARTICLE 25
APPOINTMENTS

the Appointments Committee of the Unit that has advertised the position, and if qualified, shall be short-listed for that position.

(e) In appointments pursuant to Article 25.5.1(c) and Article 25.5.1(d), the searches shall be conducted by the composite Appointments Committees with the exception that the Appointments Committees of the respective and potential primary Units will be consulted about potential short-listed candidates, and no candidate shall be short-listed or recommended for appointment who does not have the support of the Appointments Committee of the respective primary Unit.

25.7.2 Appointments Process for Replacing Librarians or Archivists on Leave for Up to Twelve (12) Months

25.7.2.1 An Abridged Appointments Committee ("Abridged Committee") may be established to replace a librarian or archivist on leave of up to twelve (12) months. Each Abridged Committee shall be composed of the University Librarian or delegate, the relevant Library department head, and one other librarian/archivist from that Library department elected by the Members of the Library department. In the absence of the Library department head or another Member in the relevant Library department, the Unit shall elect a librarian/archivist from another Library department to that Abridged Committee.

25.7.2.2. The Abridged Committee shall comply with Article 24, including that one Committee member shall be designated the Equity Representative as per Article 24.2.2, and with the applicable provisions of Article 25.

25.7.2.3 The Abridged Committee shall:

(a) recommend the academic and/or professional qualifications and experience required for the position to be filled, after consultation with other Members of the Library and Archives;

(b) recommend the content of any advertisement or notice of the position, recommend on the placement of such advertisements or notices, and assist in seeking and finding qualified individuals who are interested in applying for the position; he

on

and reflected in the advertisement, and the Abridged Committee does not decide to re-advertise;

(e) evaluate the short-listed candidd[(Td-2 (ho)10.)Tj-0.002 Tc(t)-6.6 (ed i)2.6 ()C BTottom]/w BT

ARTICLE 25
APPOINTMENTS

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

(a) be posted on the Unit website on or before March 1 (for Summer Term courses); June 1 (for Fall Term and Fall-Winter Term courses); and October

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

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

25.10.1.5 Exceptions to the posting requirements may not be used to circumvent Article 24 and may be made as follows:

(a)

ARTICLE 25

(a) a complete and current curriculum vitae (CV);

(b) any other materials the applicant wishes to submit (such as a teaching dossier); and

(c) the names of two referees who may be contacted.

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

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

25.10.2.7 In reviewing applications for posted positions, the Adjunct Appointments Committee and the Dean shall ensure that the process does not have a discriminatory impact on members of equity-deserving groups, including by undervaluing work which is done predominantly by members of equity-deserving groups. The Adjunct Appointments Committee and the Dean shall assess applicants taking into account the many forms that scholarship can take and the diverse backgrounds and experiences of applicants, and any information provided per Article 24.1.6, and in accordance with the following criteria:

(a) The applicant has the requisite academic qualifications for the position (i.e., the relevant academic degree or certificate, education in the academic specialty, other relevant qualifications including scholarship in the field) and/or relevant professional training or experience;

(b) The applicant has a record of good teaching; and

(c) The applicant has teaching experience in the available course or similar courses.

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

ARTICLE 26 – REDUCED RESPONSIBILITY APPOINTMENT

26.1 A reduction in responsibility is intended to enhance a Member's ability to allocate their time and efforts in accordance with their scholarly interests or personal obligations and the reduction must be compatible with the interests of the Unit or the service obligations of the Library/Archives.

26.2 A Reduced Responsibility appointment is one in which the appointment of a Member with a Tenured, Continuing Adjunct, or Continuing librarian or archivist appointment is reduced from the Member's normal workload. Normally, the workload of a Member on a Reduced Responsibility appointment shall not be less than one third (1/3) of their normal workload. A reduction of teaching responsibility that conforms to 37.4.4, 37.4.7 and 37.4.8 shall be dealt with through the provisions of Article 37.

26.3

(c) any proposal concerning terms or conditions that the Member wishes to have associated with the reduced workload, including terms or conditions respecting any activities which would be reduced more than others or respecting the distribution of workload obligations within the period of reduced workload;

(d) any other documentation that the Member deems relevant to the application, including any supporting statements from the Member.

26.7 The duration of a Reduced Responsibility appointment shall depend on the agreement entered into at the time between the University and the Member. An initial Reduced Responsibility appointment may not exceed three (3) consecutive years.

26.8 An initial Reduced Responsibility appointment may be followed by additional Reduced Responsibility appointments. Normally an application for an additional Reduced Responsibility appointment must be made in writing at least six (6) months in advance and shall be subject to the same application and review process followed in the initial application.

26.9 If the Dean or University Librarian does not agree to the proposed Reduced Responsibility appointment, the Dean or University Librarian will so inform the Member in writing with reasons.

26.10 If the Member and the Dean or University Librarian agree on the provisions of the

ARTICLE 26
REDUCED RESPONSIBILITY APPOINTMENT

ARTICLE 27
RELOCATION EXPENSES

available from the Office of Financial Services or at https://

28.2 **Annual Report of Members Other Than Term Adjuncts**

28.2.1 Each Member shall submit an Annual Report to their Unit Head (or designate), no later than September 30 of the year following the Academic Year to be reported on and reviewed.

28.2.2 The Member's Annual Report shall be completed on standardized forms which are proposed by the Faculties/Library and approved by the Parties and may include additional material provided by the Member. The form shall direct Members that they may, in any section of the form, include activities that advance I-EDIAA and that such information will be considered in the evaluation. The form shall include:

(a) teaching responsibilities, including courses taught and supervision of graduate and undergraduate theses/projects, and contributions in pedagogical development, innovation;

(b) research, scholarly and/or creative outputs with full citation;

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

(d) research, scholarly and/or creative work in progress, including active collaborations and/or partnerships;

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

(f) awards and honours received;

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

(h) professional service responsibilities as per Article 15.5.2;

(i) description of external activities, including the content described in Article 18.2.9 (c); and

(j) professional practice (librarians/archivists).

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

form part of a Continuing Adjunct’s assigned duties, such activities shall not be formally assessed.

28.2.3 The Member may consult with the HREO and the Centre for Teaching and Learning to6 ( )0.7 83.3 (_ 28.3and.002 Tc.6 (i)2. dee 2.7 (-6 (nii.6 (hegnang s).7 e)2(i)

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

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

28.5.7 A copy of the signed assessment shall be

(a) given to the Member; and

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

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

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

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

ARTICLE 29

ARTICLE 29
ASSESSMENT AND EVALUATION OF TEACHING

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

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

ARTICLE 30
RENEWAL, TENURE AND PROMOTION
FOR TENURE-

30.2.5 All members of the Committee (including students) shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias). Committee members shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest as per Article 18 or where there may be a reasonable apprehension of bias. No student whose graduate supervisor of record is a candidate or a member of the Committee shall serve on the Committee. Committee members excluded for reasons of conflict of

30.4 **Remedial Processes for Committees**

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

30.5 **Eligibility**

30.5.1 A faculty Member in the final year of an Initial Tenure-track appointment (normally three (3) years) is entitled to be considered for Renewal of appointment for a further three (3) years.

30.5.2 In exceptional cases, the Member may be considered for Renewal earlier than the final year of the Initial Tenure-track appointment. Such consideration must be agreed to by the Member and the Dean before the assessment begins.

30.5.3 A faculty Member holding a Renewed Tenure-track appointment

ARTICLE 30
RENEWAL, TENURE AND PROMOTION

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

30.6.4

(a) **Assistant Professor:** The Member must be a good teacher. In those disciplines where a Ph.D. is usually required, the Member normally will have completed the doctorate. Otherwise, evidence of the successful initiation of research and scholarly work or comparable professional or creative work is required. Writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity. The Member's participation in the operation of the Department, Unit, Faculty or University or contributions to their profession may be taken into consideration. Any tenure track Member who was initially appointed with the rank of Lecturer because they have not yet obtained their Ph.D. shall be appointed with the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.

(b) **Associate Professor:** For Members in Tenure-track appointments the criteria for the granting of Tenure shall apply. Article 30.6.4 outlines the expectations for Tenure.

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

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

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

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

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

Any positive recommendation with regard to promotion to the rank of Professor shall clearly indicate whether the recommendation is made on the basis of the criteria described at Article 30.6.8 (c)(i) or 30.6.8 (c)(ii) or 30.6.8 (c)(iii).

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

one (1) shall be proposed by the Committee pursuant to Articles 30.8.7 and Article 30.8.9.

30.8.9 If the Committee cannot choose at least half the required number of referees from the Member's list, it shall ask the Member to submit the names of additional prospective referees to the Committee.

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

30.8.11 By August 1, the Unit Head shall request reports from the referees, outlining the process and offering guidance regarding the assessment being sought. The Unit Head shall also advise them of their option of remaining anonymous. The referees shall be sent the candidate's full curriculum vitae and teaching dossier (if applicable). The Member shall select significant scholarly work or examples of creative work which shall be sent to the referees. If relevant, the Member will provide a description of their contributions in the case of collaborative scholarly/creative work, including co-authorship. Referees shall be informed that they may request any additional pieces of work that appear on the curriculum vitae if they need those materials to make an informed evaluation of the candidate's scholarly/creative work. The Member shall provide any requested materials. If the Member has disclosed any deferral(s) pursuant to Article 30.8.5, the Unit Head shall ensure that a Notice to Assessors and Referees,

ARTICLE 30

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

shall form a recommendation in writing with reasons in accordance with the appropriate criteria.

(f) By January 15, the Department Head shall forward to the Member the Department Head's written recommendation with reasons, and submit to the Dean the Renewal/Tenure/Promotion File, including

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

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

30.14.8 After receiving the recommendation from the Committee and the Department Head (if applicable) and before reviewing the Renewal/Tenure/Promotion file, the Dean shall provide the Member with ten (10) working days to respond to the Committee's recommendation (in non-departmentalized Faculties) or to the Department Head's recommendation (in departmentalized Faculties).

30.14.9 The Dean shall form a recommendation on the merits of the case based on the material in Article 30.14.6 or Article 30.14.7(f) (as applicable), and any response made by the Member per Article 30.14.8. The Dean may delegate to the appropriate Associate Dean or Vice-Dean the responsibility to make the recommendation.

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

30.14.11 Prior to making a recommendation that would differ from that of the Committee or the Department Head (if applicable), and after receiving any written response or additional relevant materials pursuant to Article 30.14.10, the Dean shall discuss their concerns with the Committee and/or the Department Head (if applicable).

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

30.14.13 By March 1, the Dean shall forward to the Member the written recommendation of the Dean with reasons and submit to the Principal the Renewal/Tenure/Promotion File, including

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

(b) if applicable, the Department Head's written recommendation and reasons and the Member's response to the Department Head's recommendation (if any); and

(c) the Dean's written recommendation and reasons.

30.15 **Decision-Making**

30.15.1 After receiving the recommendation from the Dean and before reviewing the Renewal/Tenure/Promotion File, the Principal shall provide the Member with ten (10) days to respond to the Dean's recommendation.

30.15.2

30.15.7 Successful applications for Renewal, Tenure and/or Promotion shall be announced by the Provost's Office in For the Record.

30.16 **The University Promotion Advisory Committee**

30.16.1 The University Promotion Advisory Committee shall be chaired by the Provost and Vice-Principal (Academic) or delegate and composed of six (6) Professors and the University Advisor on Equity. The six (6) Professors shall be selected in the following way:

(a) Two (2) Professors (one) from the Deans' Tri-Partite Committee;

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

31.1 This Article applies to Renewal, Continuing Appointment and Promotion decisions for librarian and archivist Members.

31.2 **Renewal, Continuing Appointment and Promotion Committee**

31.2.1 By May 1 of each year, the librarian Members shall elect a standing Renewal/Continuing Appointment/Promotion Committee, and archivist Members shall elect a standing Renewal/Continuing Appointment/Promotion Committee. Each Committee shall elect its own Chair who shall be a voting member of the Committee. Members of the Committee shall be elected following a process of nomination of individual Members. Members of the Committee may be elected for staggered terms of more than one year. Members who intend to apply for Renewal, Continuing Appointment or Promotion shall not stand for election. Elections shall be conducted by a forippoi2w -2[(ppoi)253(a)0.6 ((i)2.5 (ons)8.8 (s) c 0.06-6 (ee)]TJ/TT1 11-6.6 /Ty)8.9 ( )]TJ]TJ/T

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

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

31.4.7 A Member who, during the Initial Continuing-track appointment, has become a parent may elect to have the Renewal decision deferred for a year for each such birth or adoption. Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a letter of deferral from the Provost and Vice-Principal (Academic) ("Letter of Deferral"), in the form at Schedule E. A Member who, during the Initial Continuing-track appointment, has taken Sick Leave of sixty (60) days or more may elect to have the Renewal decision deferred for the same amount of time they were on leave (rounded up in years). Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Vice-Provost and University Librarian, shall be sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral, extending the Initial Continuing-track appointment by one (1) year. Due consideration to such requests shall be given by the Vice-Provost and University Librarian.

31.4.8 A Member who, during the Renewed Continuing-track appointment, has become a parent may elect to have the Continuing Appointment decision deferred for a year for each such birth or adoption. Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral from the Provost and Vice-Principal (Academic), in the form at Schedule E. A Member who, during the Renewed Continuing-track appointment, has taken Sick Leave of sixty (60) days or more may elect to have the Continuing Appointment decision deferred for the same amount of time they were on leave (rounded up in years). Any such election shall be approved by the Vice-Provost and University Librarian and sent to the Provost and Vice-Principal (Academic) to be documented in a Letter of Deferral. In other exceptional cases, Members may request consideration be deferred one (1) year and, if granted by the Vice-Provost and

ARTICLE 31

(c) Copies (if feasible) of all relevant scholarly work (or at least citations for such work) and a description of any work in progress

ARTICLE 31
RENEWAL, CONTINUING APPOINTMENT AND PROMOTION

ARTICLE 31

Librarian/University Archivist shall provide the Member with seven (7) days to respond to the Committee's recommendation.

31.12.8 The Associate University Librarian/University Archivist shall form a recommendation on the merits of the file based on the material in Article 31.12.5 and any response made by the Member per Article 31.12.7. The recommendation shall clearly indicate whether the Associate University Librarian/University Archivist supports or is opposed to the granting of Renewal/Continuing Appointment/Promotion.

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

31.12.10 Prior to making a recommendation that would differ from that of the Committee and after receiving any written response or additional relevant material pursuant to Article 31.12.9, the Associate University Librarian/University Archivist shall discuss their concerns with the Committee.

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

31.12.12 By January 15, the Associate University Librarian/University Archivist shall forward to the Member the Associate University Librarian's/University Archivist's written recommendation with reasons, and submit to the University Librarian the Renewal/Continuing Appointment/Promotion File, including

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

(b) the Associate University Librarian's/University Archivist's written recommendation and reasons.

31.12.13 After receiving the recommendation of the Committee and the Associate University Librarian/University Archivist and before reviewing the Renewal/Continuing Appointment/Promotion File, the University Librarian shall provide the Member with ten

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

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

ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

ARTICLE 32

ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

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

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

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

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

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

32.3.5 **Decision**

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

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

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

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

ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

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

(a) an up-to-date curriculum vitae;

(b) a teaching dossier which includes student evaluations and/or surveys pursuant to Article 29;

(c) a list of the additional courses within the applicable Unit the Member believ9023 .5 (t)-6u]TJ

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

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

32.3.9.11 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee and the Unit Head, the Dean shall amend the list of courses the Member is demonstrably qualified to teach to include the additional courses listed in the Committee's positive recommendation. The amended list shall be effective on July 1 of the year in which the positive recommendation was granted. However, if the Unit Head and the Committee do not agree on a recommendation, the Dean shall decide the matter.

ARTICLE 32

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

32.5.1 **Eligibility**

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

32.5.1.2 In instances where a Term Adjunct has become numerically eligible to convert their appointment to a Continuing Adjunct appointment as a result of teaching performed in multiple Units, the provisions of Article 32.5 shall be modified where applicable by the provisions of Article 32.5.8.

32.5.2

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

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

32.5.4 **Application File**

32.5.4.1 The

ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

assignment shall count for the purpose of increasing the Continuing Adjunct Member's FTE in accordance with Article 32.5.7.3. nQacc 0.002f0.004 Tc 20.002 T3.2 8j42.32

ARTICLE 32
REAPPO

(ii) In order to be promoted to Assistant Professor, the Member must show that the evidence favours promotion to Assistant Professor.

32.6.3 Any Adjunct who was initially appointed with the rank of Le5 (i)2.6 (ni)g6.3 6(N)-24(e)i2(s)-1(e P(i)2.6

ARTICLE 33 – LEAVES

33.1 **Academic Leave**

33.1.1 **General**

33.1.1.1 Academic Leaves are to serve the objectives and goals of the University by providing faculty Members with a regular opportunity to maintain and enhance the quality of their scholarly and professional activity.

ARTICLE 33

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 33

absence, and the University Librarian may request deferral of the leave to a mutually acceptable time. The University Librarian may defer a Leave application if the number of applicants for Academic Leave in the Unit are too numerous to allow regularly scheduled operations to continue. While such deferrals may be requested, all reasonable efforts shall be made to support such approved

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

parent.

33.3.4.3 Where both parents are Members, both may take Parental Leave Without Top-Up at the same time.

33.3.4.4 A Member should provide their Unit Head with a written request for a Parental Leave Without Top-Up as soon as possible and no later than one (1) month in advance of the date of the requested leave. The written request should include the expected date the leave is to commence, and the expected date of return to work following the leave.

33.3.5 **Other Child-Care Leave**

33.3.5.1 A Member who is a parent may be entitled to other leave for child-care prescribed by law.

33.3.6 **Postponement of Personnel Decisions**

33.3.6.1 A faculty Member who has taken Pregnancy Leave or Parental Leave or a Reduced Responsibility appointment under Article 26 to fulfill parental responsibilities following the birth or adoption of a child, may elect to have a Renewal, Tenure/Continuing Appointment or Promotion application process postponed for a period of one (1) year for each such leave.

33.3.7 **Benefit Allocation**

33.3.7.1 During the period of Prcy e

33.3.9 **Provisions for Adjustment of Duties Following a Paid Pregnancy or Paid Parental Leave**

33.3.9.1 Full-time Tenured or Tenure-track and Special appointment faculty Members who have taken Pregnancy Leave With Top-Up per Article 33.3.1 or Parental Leave With Top-Up per Article 33.3.3 shall have no scheduled teaching or service duties assigned for one (1) year from the date of the birth or the taking into care or custody of a child under an adoption. In the event that both parents are faculty Members, this entitlement is limited to one adjustment per birth/adoption event and may be shared between the parents. Full-time librarian/archivist Members who have taken Pregnancy Leave With Top-Up per Article 33.3.1 or Parental Leave With Top-Up per Article 33.3.3 shall have no scheduled teaching duties assigned for one (1) year from the date of the birth or the taking into care or custody of a child under an adoption.

33.4 **Leave to Seek Office**

33.4.1 Upon application to the Member's Unit Head, a Member shall be granted a an

ARTICLE 33
LEAVES

ARTICLE 33
LEAVES

ARTICLE 34 – THE OFFICIAL FILE

34.1 General

34.1.1 All documents and materials in the possession of the University that relate to the employment status of or the evaluation of the professional performance of, a Member shall be placed in an Official File established for that Member. The Official File shall be the only file used in decisions respecting any and all terms and conditions of employment of a Member, except as provided for in Article 34.4. The documents constituting the Official File shall be the paper or digital originals, or authentic copies thereof.

34.1.2 The Official File shall be kept in the Office of the Dean of the Member's Faculty in non-departmental Faculties. In the case of departmentalized Faculties, part of the Official File may be located in the Office of the Dean and the other part in the Office of the Head. Together these two parts of the Official File in departmentalized Faculties shall constitute the Official File. In the case of librarians and archivists, the Official File shall be kept in the Office of the University Librarian. The Official File shall be clearly marked as "confidential".

34.1.3 Copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere (e.g., the Office of the Principal, Human Resources) for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential". All restrictions specified in Article 34 that apply to the Official File apply equally to all copies of the files.

34.2 Contents of the Official File

34.2.1 The Official File of each Member shall contain only material pertaining to the employment of the Member.

34.2.2 The documents and materials retained shall include, but are not limited to, materials such as the Member's curriculum vitae, Annual Report to the Dean, university transcripts, letters of application, references, salary and work history, student evaluations, disciplinary letters, assessments, commendatory letters, decisions and recommendations together with reasons arising from personnel decisions, correspondence, curriculum vitae updates, and copies of materials reflecting professional development and achievement.

34.2.3 No anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member except as provided in Article 34.2.4 and Article 34.4.3.

ARTICLE 34
THE OFFICIAL FILE

ARTICLE 35 – MAINTENANCE OF THE SCHOLARLY AND PROFESSIONAL ENVIRONMENT

35.1 **Provisions Related to Faculty**

35.1.1 Subject to available funding, the University shall, during the currency of this Agreement, increase the Full-Time Equivalent of tenure and tenure-track faculty sufficient to decrease the weighted student/faculty ratio (including bridging appointments) as calculated in the Annual Budget Report prepared for the Senate Budget Review Committee.

35.1.2 The long-term health of the University requires a critical mass of full-time faculty engaged in teaching and research. The Parties acknowledge that Term Adjunct and Adjunct 1 faculty do not normally satisfy this need, and will take reasonable steps to limit the use of Term Adjunct and Adjunct 1 faculty to the purposes listed in Article 35.1.3.

35.1.3 While Term Adjuncts and unpaid Adjunct 1s perform a valuable function at the University, the circumstances under which such appointments are appropriate are limited to one or more of the following:

(a) To bring expertise to a course that cannot be provided by Members with full-responsibility appointments;

(b) To carry out teaching normally carried out by a Member with a full-responsibility appointment who is on leave or Reduced Responsibility appointment, or whose teaching assignment is reduced due to service to the Association or the University;

(c) To teach courses that are not staffed due to urgent or unforeseen circumstances;

(d) To build cooperation with other organizations and institutions (e.g., to support a faculty member visiting from elsewhere or to integrate members of the professional community into an academic program);

(e) To respond to short-term increases in demand for courses that cannot be satisfied within the workloads of Members with full-responsibility appointments;

(f) When it has not been determined that a course or group of courses will be offered on a regular annual basis;

(g) When the appointment is for a pilot or development project;

(h) When the Term Adjunct or Adjunct 1 is a retired Member of the Bargaining Unit;

(i) When the Term Adjunct is otherwise employed at the University and is teaching in their area of expertise; or

(j) Such other circumstances as may be mutually agreed upon between the Parties.

35.1.4 Some teaching is carried out by academic administrators, teaching fellows, clinical faculty, guest speakers, and those visiting professors not included in the Bargaining Unit. Such teaching is not regulated by Article 35.1.3.

35.1.5 In every Academic Year, the University shall report to the Association no later than October 1 indicating how many degree-credit courses and sections of degree-credit courses in the preceding Academic Year were taught by each category of Member (Tenured/Tenure-track, Continuing Adjunct, Term Adjunct, Special and Non-renewable) and by categories of non-Members identified in such a way as to explain their exclusion from the Bargaining Unit.

35.1.6 For the purposes of Article 35.1.5, a course means an undergraduate or graduate course taught for academic credit.

35.1.7 Within the workload of faculty Members are certain core functions that require disciplinary and professional expertise. Depending on the type of appointment, these core functions may include:

(a) In accordance with University policies and/or collective agreement(s), determining the subject matter, scope and procedures of the faculty Member's

and assessing student work and supervising those individuals specified in Article 1.4(j).

35.2 **Provisions Related to Librarians and Archivists**

35.2.1 Within the workload of librarian and archivist Members are certain core functions that require professional expertise. Core functions may be revised from time to time as dictated by technological change in practices within the professions.

35.2.2 The core functions of librarian and archivist Members are described as follows:

(a) Librarians and archivists are accountable for the operation and management of the University Library and Archives, and as such have primary responsibility for planning and directing the Library's and Archives' budgets, staff, facilities and technological infrastructure, consortial and partnership initiatives, and for leading the Library and Archives strategic planning and goal setting;

(b) Librarians and archivists, while working in collaboration with all staff in the Library and Archives, have a lead role as mentors, problem-solvers and decision-makers within their Library 'departments' or administrative units; and

(c) Librarians and archivists set standards and procedures for the provision of

ARTICLE 35

ARTICLE 35
MAINTENANCE OF THE SCHOLARLY AND PROFESSIONAL ENVIRONMENT

ARTICLE 36

36.1.10 The provisions set out in Article 23.2.2 pertaining to Member's computing and network accounts with the University and/or devices acquired using University funds shall be deemed to apply during the periods of time outlined in Article 36.1.9.

36.2 Fund for Scholarly Research and Creative Work and Professional Development (Adjuncts)

36.2.1 A fund of two hundred and fifteen thousand dollars ($215,000) per annum, to be known as the 'Fund for Scholarly Research and Creative Work and Professional Development (Adjuncts)', shall be established. This fund will provide support for scholarly and/or creative work and/or professional development undertaken by eligible Adjunct Members in the form of either:

(a) a salary stipend; or

(b) a grant (provided through a research/professional development account); or

(c) a combination of the two.

36.2.2 The Fund shall be administered by a sub-committee of the JCAA.

https://www.queensu.ca/secretariat/policies/finance/travel-and-expense-reimbursement-policy.

36.4.2 Subject to Appendix G, a Term Adjunct who, at the time their first appointment commences, resides, and in the case of subsequent appointments, continues to reside more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach, shall be appointed as a commuting adjunct in their letter of appointment and shall be eligible for reimbursement for certain bona fide transportation and lodging expenses, set out in Appendix G, incurred because of their travel to the stated location of the course to complete their duties for the University.

36.4.3 A Term Adjunct who converts to a continuing adjunct appointment in accordance with Article 32.5 and who is a commuting adjunct with a FTE of 50% or less when they convert to a Continuing Adjunct appointment, shall continue to be eligible for reimbursement as a commuting adjunct as long as their FTE does not exceed 50% and they continue to reside, more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach. Any Continuing Adjunct who is a commuting adjunct shall be eligible for reimbursement for bona fide transportation and lodging expenses, as set out below, incurred because of their travel to the stated location of the course that they are appointed to teach to complete their assigned duties for the University.

36.5 **Teaching Support for Adjuncts**

36.5.1 Adjunct Members shall receive the same support (such as markers, teaching assistants, accompanists or other assistants) as is available to tenure-track or tenured faculty in the Unit.

36.5.2 Within the constraints of the University's responsibility to make timetabling arrangements for its academic programs in a timely manner and according to the policies and practices established by the University Timetable Committee, the University shall make reasonable attempts to support the requests of an Adjunct Member concerning the scheduling of the Member's teaching.

ARTICLE 37
WORKLOAD

37.1.5

ARTICLE 37
WORKLOAD

(a) explain in writing how the proposed Workload Standard does not allow the Unit to fulfill its academic program obligations; and

(b) indicate in writing what changes to the academic obligations and/or resources of the Unit and/or the ratified Workload Standard would be necessary to allow the Unit to fulfill its academic program obligations.

37.1.14 If the Dean has rejected a ra

ARTICLE 37
WORKLOAD

37.2.7 Notwithstanding Article 37.2.6(b), Members in the School of Rehabilitation Therapy may have a minimum of five (5) months per Academic Year without assigned teaching duties, at least three (3) months of which shall be consecutive, if the Director determines that it is not practical to provide four consecutive months without assigned teaching duties.

Nsthatc 0 dehatfg At hs0 dehatthsgnedead.s(t)-6hal (l)2.7 13tc-1T*u[dm(o)1ak(e ()6 (s5)4.al (l)2.7 (i)2

37.3 **University Timetable Committee**

37.3.1 The responsibility for developing and recommending academic policies and procedures required to realize an effective and efficient academic program for scheduling classrooms and the undergraduate curriculum, and where appropriate, graduate programs is assigned to the University Timetable Committee. The Terms of Reference of the Committee are attached as Appendix H.

37.3.2 The University Timetable Committee shall comprise the following:

1 Dean or Associate Dean
6 faculty Members, including one Term Adjunct
The University Registrar (or designate)
2 Support Staff
1 Student

The Committee shall be appointed by the Provost and Vice-Principal (Academic) or delegate, and the Provost and Vice- Principal (Academic) or delegate shall select the Chair (who is a Dean, Associate Dean or Member and who is a voting member of the Committee). The Association shall have the right to nominate two (2) of the six (6) faculty Members to the Committee.

37.3.3 The Parties recognize that from time to time it may be necessary and appropriate to change the timetabling system. These changes will be consistent with the principles outlined in the Memorandum of Understanding, attached as Appendix I.

37.3.4 The Association shall be informed of any proposals for significant changes to the system of timetabling that arise from the recommendations of the University Timetable Committee.

37.3.5 The Association shall be entitled to membership on any committee or group set up to adjudicate conflicts in timetabling and room allocation.

37.4 **Temporary Changes to Regular Teaching Load**

37.4.1 Members may request or agree to teach courses in addition to their appropriate teaching load within a Unit, but shall not be required to do so.

37.4.2 Members teaching additional courses are entitled to a reduction in other components of workload, or a reduction in teaching load in a subsequent Academic Year in accordance with Article 37.2.4, or an overload payment.

ARTICLE 37
WORKLOAD

ARTICLE 37
WORKLOAD

(d)

38.4 **Financial Commission**

38.4.1 Within fifteen (15) days of the notice specified under Article 38.3.2, the Parties shall establish the Financial Commission described in Article 38.4.2 and the Financial Commission shall begin meeting to consider the possible state of financial exigency and whether to

(a) confirm it; or

(b) reject it.

38.4.2 The Financial Commission shall comprise five (5) members mutually agreed to by the Parties. If the Parties cannot agree on the members, an arbitrator from Appendix C shall be asked to determine the composition of the Commission. The Parties shall share equally the costs associated with engaging the arbitrator for this purpose. At the first meeting of the Commission, the Commission members shall select a chair from amongst themselves.

38.4.3 The cost of the Financial Commission established under this Article shall be borne by the University.

38.4.4 The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists. Within ten (10) days of this Article the Financial Commission shall meet with the Board and any information provid

deficit financing, and the sale of real property, wherever situated, not essential to the academic function) have been explored and taken into account;

(d) whether all reasonable means of improving the University's revenue position have been explored and taken into account;

(e) whether every effort has been made to secure further assistance from the provincial government;

(f) whether enrolment projections are consistent with the proposed academic staff complement;

(g) whether all means of reducing the academic staff complement including voluntary e ls

ARTICLE 38
FINANCIAL EXIGENCY

38.6.5

ARTICLE 39
CLOSURE OF AN ACADEMIC PROGRAM OR UNIT

ARTICLE 39
CLOSURE OF AN ACADEMIC PROGRAM OR UNIT
FOR ACADEMTTTT

ARTICLE 40 – ACADEMIC ADMINISTRATORS

40.1 For the purposes of this Article, “Academic Administrators” means persons who would be Members of the Bargaining Unit if they did not hold administrative positions that exclude them from the Bargaining Unit.

40.2 The procedures in this Agreement for Tenure and Promotion in academic rank shall also apply to any Academic Administrator or to any Member accepting an appointment as an Academic Administrator, mutatis mutandis.

40.3 Academic Administrators shall re-enter the Bargaining Unit upon completion of their term of office, unless excluded for another reason. The term of office includes any period of leave, following the Academic Administrator appointment, that is granted as compensation for serving as an Academic Administrator.

40.4 Academic Administrators hold appointments within a particular Unit. When a Dean, Associate Dean, University Librarian, University Archivist or Associate University Librarian is recruited from outside the University as an Academic Administrator, the Members of the prospective Unit shall have an opportunity to meet the candidate, as will the Appointments Committee of that Unit. The Appointments Committee shall forward a recommendation to the Provost and Vice-Principal (Academic) or delegate dealing with the appropriate rank and the suitability of the candidate for Tenure or Continuing Appointment within that Unit. If the Provost and Vice-Principal (Academic) or delegate decides differently, they shall provide reasons to the Appointments Committee.

40.5 This Agreement shall apply in all aspects to any former Academic Administrator who has entered or re-entered the Bargaining Unit, subject only to the restriction that the former Academic Administrator may not grieve or be entitled to QUFA representation with respect to any issue arising from the administrative position formerly held.

40.6 No Tenured, Tenure-track, Continuing or Continuing-track Member shall be displaced from a Unit by the entry or re-entry of former Academic Administrators to the Bargaining Unit.

40.7 Academic Administrators appointed or re-appointed after ratification of this Agreement shall no longer be paid their administrative stipends after entering or re-entering the Bargaining Unit, and shall receive the salary they would have been expected to receive, had they been in the Bargaining Unit throughout the period.

40.8 Academic Administrators who participate in a significant way in the academic activities of a Unit shall have the right to full participation in the academic and administrative

ARTICLE 41
HEADS OF DEPARTMENTS

ARTICLE 41

planned leave or temporary reassignment. With the agreement of a majority of Members of the Department, Acting Heads need not be current Members of the Bargaining Unit.

41.4.4 An Interim Head may be appointed by the Provost and Vice-Principal (Academic) or delegate prior to or during the search for a Head. Such appointment shall not exceed two (2) years. With the agreement of a majority of Members of the Department, Interim Heads need not be current Members of the Bargaining Unit.

41.5 **Representation of the Department** n As6

assume the responsibilities of the position, and when the major obligations of the position are consistently and fully met.

(e) A Member whose term as Library department head is not renewed retains their Continuing or Continuing-track appointment. Renewal or Continuing Appointment of Members will follow the provisions of Article 31.

(f) A Renewal Committee shall be created, which shall conform to the following rules:

(i) A majority of regular voting members of the Committee shall be from within the Bargaining Unit.

(ii) There shall be at least four (4) professional librarian Members on the Committee.

(iii) Two (2) librarian Members shall be elected for one (1) academic year by all professional librarian Members. At least one (1) of these shall h09 0 Tdpa1) of.6 (ni)2.w)i007 Tw 4.3 (.6 (ni)2.w))ne (1) 0.083 ()-6 (1)10.2.6 (ecde)2

ARTICLE 41
HEADS OF DEPARTMENTS

(e) The Committee shall consider the present state and future prospects of the Library department, review and assess all materials provided by applicants on sound academic and professional grounds and prepare a short list of applicants.

(f) Materials submitted by the short-listed candidates shall be made available in the Unit office for review by members of the Unit. Members of the Unit may submit written opinions to the Committee on the worthiness of the applicants.

(g) The Committee shall interview the short-listed candidates and invite all members of the Library department to meet with the candidates.

(h) Following the deliberations of the Committee, the University Librarian shall transmit to the Provost and Vice-Principal (Academic) or delegate the written recommendation of the Committee, the recommendation of the University Librarian, and the results of any consultative processes undertaken.

(i) The University Librarian will announce to the Unit the Provost and Vice-Principal (Academic)'s (or delegate's) decision as soon as possible.

41.7.5 Acting and Interim Library Department Heads

41.7.5.1 Acting Library department heads may be appointed for up to one (1) year by the Provost and Vice-Principal (Academic) or delegate in the following circumstances: in vacancies caused by emergencies, between successive terms of a re-appointed Library department head, or in the event of a planned leave or temporary reassignment. With the agreement of a majority of Members of the Library department, Acting Library department heads need not be current Members of the Bargaining Unit.

41.7.5.2 An interim Library department head may be appointed by the Provost and Vice-Principal (Academic) or delegate prior to or during the search for a Library department head. Such appointments shall not exceed two (2) years duration. With the agreement of a majority of Members of the Library department, Interim Library department heads need not be current Members of the Bargaining Unit.

41.7.5.3 Prior to recommending the appointment of an acting or interim Library department head, the University Librarian or delegate shall invite Members of the Library department to provide their views on Members suitable to serve as acting or interim Library department head.

41.7.6 Recognition for Service as Library Department Head

41.7.6.1 Each Library

-the-Board Increase

The across-the-board (ATB) increase in

(a) 3.5% effective July 1, 2022

(b) 3.0% effective July 1, 2023

(c) 3.0% effective July 1, 2024

Assistant Professor Floor

$76,861 ($+ 3.5%) on July 1, 2022. The value of this Floor will be indexed to the ATB increases in each of the three years as follows:

(a) 2022-2023

(b) 2023-2024

(c) 2024-2025

gareer Development and Merit

F will be (+ 3.5%) on 2022. The value of this Floor will be indexed to the ATB increases in each of the three years as follows:

(a) 2022-2023 874

(b) 2023-2024

(c) 2024-2025

-

42.2.2.9 Merit scores shall be awarded by the Provost and Vice Principal (Academic) following a recommendation by the Dean. In a Faculty with Departments, the recommendation shall be made after consultation with the Head, who will have made a preliminary assessment and will have recommended a score. If the recommendation of the Dean on the mer we0 0 9 740.00.5 (be (l)2.7c726)2.7 (ec)-e2 (o)10.ber.6 (m)-6 (i)9 740.07c726 ____c.5 (m

42.2.2.14 Merit distribution data, by Faculty, shall be provided to the Association on a timely basis.

42.2.2.15 Whenever the term "research" is used in this Article, it shall be taken to include scholarly and/or creative activity, as appropriate to the discipline.

42.2.3 Junior Increments and Senior Abatements

42.2.3.1 A junior increment, having the value of 1.0% of Floor F, shall be added each year to the salary of Members with fewer than ten (10) years of experience and with a salary less than 1.65 times Floor F as follows:

(a) 2022-2023 an increment of $699 if salary is less than $115,292

(b) 2023-2024 an increment of $720 if salary is less than $118,751

(c) 2024-2025 an increment of $741 if salary is less than $122,313

42.2.3.2 A senior abatement to a Member’s career development and merit award, having the following percentage value of Floor F, is activated at 2.2, 2.4 or 2.6 times Floor F and shall be applied as follows:

(a) At 2.2 times Floor F, abatement of 1.9% of Floor F:

(i) 2022-2023 at or above $153,723 an abatement of $1,328

(ii) 2023-2024 at or above $158,334 an abatement of $1,367

(iii) 2024-2025 at or above $163,084 an abatement of $1,408

(b) At 2.4 times Floor F, abatement of 2.4% of Floor F:

(i) 2022-2023 at or above $167,698 an abatement of $1,677

(ii) 2023-2024 at or above $172,728 an abatement of $1,727

(iii) 2024-2025 at or above $177,910 an abatement of $1,779

(c) At 2.6 times Floor F, abatement of 2.9% of Floor F:

(i) 2022-2023 at or above $181,672 an abatement of $2,026

(ii) 2023-2024 at or above $187,122 an abatement of $2,087

(iii) 2024-2025 at or above $192,735 an abatement of $2,150

42.2.4 Indexing

42.2.4.1 The Assistant Professor Floor, Floor F, the value of the standard career development adjustments and merit awards shall be indexed to the ATB increases in each of the four years.

42.2.5 Anomalies Fund

42.2.5.1 An anomalies fund of forty (40) thousand dollars will be available in each year of this Agreement in order to adjust the salaries of individual Members. This fund will be divided between the Anomalies Side-Table of the JCAA and the Principal's Retention Fund, as set out below.

42.2.5.2 Anomalies Side-Table of JCAA

42.2.5.2.1 There shall be an Anomalies Side-Table of the JCAA to which will be available an anomalies fund of twenty (20) thousand in each year of this Agreement in order to recommend to the JCAA the adjustment of salaries of individual Members that are found to be anomalous.

42.2.5.2.2 The Anomalies Side-Table shall base its recommendations on the following grounds:

(a) The need to establish and maintain pay equity between men and women;

(b) The need to maintain an equitable application of the career development and merit policy amongst Members in the same discipline for the following discipline groups:

(i) Physical Sciences (excluding Engineers and Computing and Information Science);

(ii) Social Sciences (excluding Economics);

(iii) Humanities;

(iv) Basic Health Sciences;

ARTICLE 42

(a) a years of teaching experience credit, as set out in Article 42.4.2.1

(b,y0 Tw 1.2aody (e)6.7 (u)1.0 Tc 004 1Td[(()-6 (0 Tw ())Tj6.827 0 Td( )Tjc.1 (etmi)2.6 (eType

ARTICLE 42
COMPENSATION AND BENEFITS

42.4.1.5 Members who are reappointed during the period of this Agreement to teach the same course or course-section that they taught as a Sessional Adjunct in the May 1, 2006 to April 30, 2008 period, shall receive the greater of their previous stipend or the stipend calculated according to Article 42.4.1.3.

42.4.1.6 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3, shall be pro-rated to

(a) the course credit-weight equivalent; and

(b) Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.

42.4.1.7 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3 (Table B, Table C, or Table D) are deemed to include an allowance for course-related administrative duties.

42.4.1.8 Vacation pay shall be paid in accordance with the Employment Standards Act, 2000.

42.4.2 Supplements to the Base Stipends

42.4.4.3 Refusal to assume additional duties such as those described in Article 42.4.4.1 or Article 15 after an original letter of appointment has been issued shall not prejudice the Member in respect of personnel processes including eligibility for appointment.

42.4.4.4 Where additional instructional, supervisory, or administrative service duties are required to be performed beyond the end date of the contract, such additional duties may be offered by the Unit Head to the Term Adjunct and Article 42.4.4.1 (a), (b) and (c)tacter onal,)a)42.4.4.4)Wherr i erm6.6 (r1039 Tw (m7)2.6.4 (.6 r1039 (gi)2.dedTw (m7)2

(d) Librarian/Archivist Floor

(i) 1.5625 times the General Librarian/General Archivist Floor

42.5.3 **Career Development and Merit for Librarians/Archivists**

42.5.3.1 A Career Development increment shall be added to the salary of Members as follows:

(a) In 2022-2023,

(i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., $2,815) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than $81,828)

(ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., $2,291) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than $130,924)

(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., $982) if salary is less than 2.1 times the General Librarian/Generalenera02 Tw 42

(iv) an increment of 1.0 % of the General Librar002 Tc 42002 Tc 42002 Tc 42002 Tc 420

(ii) 2023-2024 $555

(iii) 2024-2025 $572

42.5.3.3 Academic merit scores that can be given shall be: 0, 1, 2, 3, or 4 points.

42.5.3.4 Very good or excellent performance in any or all assigned duties may result in a merit score of three (3) or four (4). To receive a merit score above two (2), a Member's performance of all assigned duties must be at least satisfactory. A score of three (3) means significantly better than average performance in one or more ( )2 .0.8 ()-2 (er) 0.554 0 mTd(

ARTICLE 42

42.5.7.2 An anomalies fund of five thousand ($5,000) dollars in each year of the Agreement shall be available in order to adjust the salaries of individual librarian and archivist Members that are found to be anomalous.

42.5.7.3 Articles 42.2.5.2.2 (a) and 42.5.2.3 – 42.5.2.5 shall apply mutatis mutandis to the anomalies fund for Librarians/Archivists.

42.6 **Benefits**

42.6.1 All Members, save and except Term Adjuncts with appointments of less than two years in duration regardless of their teaching load and Term Adjuncts teaching less than two full-course equivalents per year regardless of the duration of their appointments, are entitled to benefits as set out in Article 42.6.2(a) through (d). All Members are entitled to benefits set out in Article 42.6.2(ee nt(ee nt2.i2(L;3tnt)2 (eJ7b-6.6 (s)8. Tc 0.0i.6 (ed ugS (s)-2 (6

n;3t391. 3.935 0 Td( )TjEMC LBodye nt2.ent 6 (2(L)2.7 (eb)-1 (e)10.5 (t)4.3.21

n12-91 e 6.522 (ent 6 (2(L)2.742)c)-1 (e)(o 63.6 (n))e

ARTICLE 42

ARTICLE 43
DURATION

APPENDIX B – NOTICE OF INTENTION TO GRIEVE PURSUANT TO ARTICLE 19.4.1

NOTICE OF INTENTION TO GRIEVE

NAME: _____

UNIT: _____

POSITION/RANK: _____

I intend to grieve against the University for the reason(s) noted below.

(Please outline in detail the event, transaction, decision, or set of circumstances that you are grieving. Please append any materials you consider necessary).

_____

_____

_____

_____

_____

_____

_____
Signature of Member

_____
Date

Send to Faculty Relations (Office of the Provost)
Copy to QUFA

APPENDIX C
LIST OF ARBITRATORS

- three (3) faculty Members appointed by the Association, one of whom shall act as a Co-Chair
- three (3) members appointed by the University, one of whom shall act as a Co-Chair
- two (2) students, one nominated by the AMS, the other nominated by the SGPS

4. The QSSET Subcommittee may call upon other resources within the University to assist them in their work, including representation from the Office of the University Registrar and the Office of the Vice-Principal (Teaching and Learning).

5. The QSSET Subcommittee shall provide a report and any recommendations to the JCAA annually by June of each year of this Agreement. At the QSSET Subcommittee's discretion, it may also provide a report and recommendations at any other point in the year.

APPENDIX F
TERM ADJUNCT APPOINTMENT REPORT

APPENDIX F
TERM ADJUNCT APPOINTMENT REPORT

APPENDIX G
COMMUTING ADJUNCT TRAVEL POLICY

APPENDIX H – UNIVERSITY TIMETABLE COMMITTEE TERMS OF REFERENCE

The University Timetable Committee will be responsible for developing and recommending

APPENDIX H
UNIVERSITY TIMETABLE COMMITTEE
TERMS OF REFERENCE

APPENDIX I

responsibilities, other academic responsibilities, or because the Member is a
mfthmber of an ber(nqu-2 (a)e)11.3 yemb.e-Tm0.409 Tw10.267 0 Td[(s)-2 (eks)-2 (i)2.6 ng

heexQa irs ancssQer48.9 emf(i)2.6 (m)-5.9 en Isllfti
bs(e)2.6fres ocs

ri(l)2.6 e
will(b
m

3. Physical Space:

- The inventory of physical space (i.e., class and lab space) and the classroom assignment process, should meet the pedagogical needs of instructors.
- The timetable should optimize space utilization.

APPENDIX J – BLANK

By agreement of the Parties, this Appendix is intentionally blank.

(e) The University shall provide the Anomalies Side-Table with the salary information necessary for it to recommend allocations from the fund by the end of the second month following the month in which annual salary increases have been implemented.

(f) The Anomalies Side-Table shall meet to recommend allocations as soon as the information specified above has been provided. The Anomalies Side-Table shall commence its work no later than three months following the month in which annual salary increases have been implemented.

2.3 No Member shall be notified of an award by either Party until after the JCAA has received and approved a report on the Anomalies Side-Table's recommendations.

3. **Discipline Groups and the Library**

3.1 The following discipline groups, and the Library, shall be eligible for funds from the Anomalies Side-Table for the duration of this Agreement:

1. Physical Sciences [excluding Engineers and Computing and Information Science]
2. Social Sciences [excluding Economics]
3. Humanities
4. Basic Health Sciences [excluding Nursing and Rehabilitation Therapy]
5. Nursing/Rehabilitation Therapy
6. Education

3.2 The following discipline groups shall not be eligible for funds from the Anomalies Side-Table for the duration of this Agreement:

7. Business/Economics
8. Applied Science [excluding Electrical and Computer Engineering]
9. Computing and Information Science, Electrical and Computer Engineering
10. Law

3.3 Engineers in Physical Science Departments are distributed between discipline group 8 (in Section 3.2) and discipline group 9 (in Section 3.2) above.

3.4 Individuals in the School of Policy Studies are distributed between discipline group 2 (in Section 3.1) and discipline group 7 (in Section 3.2) above.

APPENDIX L
APPLIED MUSIC

TABLE A

	A	B	C	D	E
	Course	**Weights**		**2023-24 minimum stipends**	**2024-25 minimum stipends**

APPENDIX L
APPLIED MUSIC

APPENDIX L

APPENDIX L
APPLIED MUSIC

APPENDIX L

APPENDIX L
APPLIED MUSIC

APPENDIX M
CHILD-CARE BENEFIT PLAN

APPENDIX M
CHILD-CARE BENEFIT PLAN

APPENDIX N – TUITION SUPPORT PLAN

1. Members' spouses and dependent children shall be eligible for tuition support through a scholarship plan provided by the University with a total annual value of no more than $671,198.

2. [illegible]

APPENDIX N
TUITION SUPPORT PLAN

6. In the event that the value of eligible applications is less than the total amount available, the surplus shall normally be carried forward and added to the fund for the following academic year. If the eligible applications exceed the total amount available per year, the fund will be reviewed and amounts will be prorated based on the number of eligible applications. Where monies are returned to the fund after the monies have been distributed, these also shall normally be carried forward to the following academic year. However, where monies remain or are returned to the Tuition Support Plan fund and applications to the Child-Care Benefit exceed available monies in that fund, Tuition Support Plant surplus funds shall be transferred, in whole or in part, to the Child-Care Benefit as requested by the Association no later than April .o5]TJ0 Tc 0 Tw 5.087 0 EMC /Sp10.A

(d) “Recognized university or college” is an institution that: in Canada is a member of Universities Canada (formerly AUCC), or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general

APPENDIX P – CERTAIN TERM ADJUNCT APPOINTMENTS REFERRED TO IN PARAGRAPH 2.a OF APPENDIX S

1. This Appendix applies to persons described in Paragraph 2.a of Appendix S who receive an offer of an appointment to become a Course Author or Course Reviser of an Online Course, but do not otherwise hold an appointment pursuant to Article 25 of the Collective Agreement.

2. The persons referred to in Paragraph 1 of this Appendix shall receive an offer of a Term Adjunct appointment that complies with Article 25.1.3 of the Collective Agreement except that, contrary to Article 25.1.3.1, such appointment will not identify a rank but will specify a title, i.e. Course Author or Course Reviser.

3. Where the University seeks to appoint a Course Author or Course Reviser, and the successful applicant for the Course Author or Course Reviser appointment will be appointed subsequently to teach the course for the first offering as per paragraph 3. j. of Appendix S, the Unit Head or Term Adjunct Appointments Committee, as applicable, may modify the appointment procedures specified in Article 25.10 in order to reflect the fact that the successful applicant must be qualified to develop or revise the course, and subsequently to serve as the Instructor.

4. The following provisions of the Collective Agreement shall not apply to persons referred to in paragraph 1 of this Appendix who accept a Term Adjunct appointment as a Course Author or Course Reviser of an Online Course:

    a. Article 25.3.4;

    b. Article 27;

    c. Article 33;

    d. Article 36.3.2; and,

    e. Appendix M.

APPENDIX Q – COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLES 42.3 & 42.4

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

   (a) appropriately compensated according to Article 42.3.8 & 42.4.4 and Table A, below; and

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

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

3. **Table A**

CATEGORY	**COMPENSATION**		
	2022-23	2023-24	2024-25
Category 1: Non-supervisory graduate responsibilities			
PhD Qualifying Examination	$480	$496	$512
Reading and examining a Master's thesis or project	$480	$496	$512
Reading and examining a PhD thesis or project	$720	$744	$768
Directed Reading Course (per 0.5 credit course equivalent), per student	$1440	$1488	$1536
Category 2: Graduate Supervision (subject to the prior approval of the relevant Dean)			
Member of a Committee reviewing a thesis project/proposal, Master's or PhD	$240	$248	$256
Supervision or co-supervision by an Adjunct of a Master's thesis	50% of the minimum stipend for a half credit course		
Supervision or co-supervision of a Master's essay capstone/project	25% of the minimum stipend for a half credit course		
Co-supervision of a PhD thesis	Minimum stipend for a half credit course		
Supervision by an Adjunct of a PhD thesis	Minimum stipend for a half credit course		
Category 3: Undergraduate Supervision			
Undergraduate Honours Thesis	$1440	$1488	$1536
Directed Reading Course (per 0.5 credit course equivalent, per student)	$1440	$1488	$1536

APPENDIX Q
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLES 42.3 & 42.4

supervision completed prior to the Member commencing a Term or Continuing Adjunct appointment; and

iii for reading and examining a graduate thesis, the rates shall be paid if the examiners' reading period as defined by the School of Graduate Studies and Research (currently 2 weeks for a Master's thesis and 5 weeks for a PhD thesis) overlaps with the Term or Continuing Adjunct appointment.

(b) The compensation for co-supervision of a Master's thesis includes reviewing the thesis proposal and reading and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.

(c) The compensation for co-supervision of a PhD thesis includes the PhD comprehensive examination, reading the thesis proposal and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.

(d) Clarity note: supervision of students in clinical, professional and other academic programs is not sufficient to justify inclusion of a person in the Bargaining Unit.

5. The rates set out in Table A above shall be applied as follows for assigned administrative service:

(a) Term Adjuncts shall be paid upon completion of the additional duties with respect to service, or at the end of each Academic Term for the proportionate amount of the service completed.

(b) Continuing Adjuncts shall receive the better of: the consideration provided in the Member's Unit's workload standard; the compensation as per 5 (a); or the accrual of additional service duties toward a teaching release. A Member requesting a teaching release shall make the request with the Unit Head by February 28. A Member shall not be asked to defer their teaching release for more than one (1) year to meet the operational needs of the Unit.

APPENDIX R – EMPLOYMENT INSURANCE (EI) HOURS

1. The number of hours that shall normally be reported on a Term Adjunct's Record of Employment (ROE) as "hours of insurable employment" is 464 hours for a full (1.0) credit course and 232 hours for a half (0.5) credit course.

2. If a Term Adjunct believes that the actual time necessary to carry out the duties of instructing and evaluating a course has exceeded the above, they may submit documentation supporting the claim to their Unit Head no later than thirty (30) days after the last day of the class in the Academic Term or the Academic Session in which the Term Adjunct delivered the course.

3. Upon receiving the claim, the Unit Head shall determine whether to increase the number of hours of insurable employment for the Term Adjunct and shall communicate the decision to the Human Resources de9 (c)-2 (e2 (i)]TJ0.2( )0.5)-8.3 . (H)2.6 (um)-6 (an)11.1 (

APPENDIX S – ONLINE COURSES

1. Definitions

The terms listed below will, for the purposes of this Appendix, have the following meaning:

a. **Online Course** refers to a for credit course that is offered fully online and can be taken by students in any location without being required to attend any sessions, excluding examinations, at Queen's University or any other physical location owned or controlled by Queen's University.

b. **Course Development** refers to all aspects of developing a new Online Course undertaken by the Course Author and the Instructional Design Team. It includes, but is not limited to, developing course learning outcomes, assessments, learning activities, a detailed course outline, developing and selecting instructional materials and content, textbooks, online resources and multi-media materials. Course Development also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.

c. **Major Revision** refers to a substantial review for the purpose of making modifications to the Online Course undertaken by the Course Reviser and the Instructional Design Team. It includes, but is not limited to, the modification of course learning outcomes, assessments, learning activities, the detailed course outline, instructional materials and content, textbooks, online resources and multi-media materials. Major Revision also includes securing any necessary rights from third parties and reviewing and making improvements to the revised course after the first offering of the revised course.

d. **Course Delivery** refers to all aspects of teaching an Online Course. It includes, but is not limited to, updat -1.315 Td8.859 -1.315 Td[(not)-6.6 ( )0.7 (l)2.66 ( )0.7 (upda)1(t)4.3 (9

APPENDIX S
ONLINE COURSES

APPENDIX S
ONLINE COURSE

ii. transfer all Intellectual Property into a current or any successor learning management system or delivery medium;

iii. modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision as per Paragraph 1.c; and

iv. continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.

f. A Course Author or Course Reviser shall own the Intellectual Property that they

APPEND[(A)-10.

APPENDIX S
ONLINE COURSES

APPENDIX V
MOA RE

APPENDIX W – MEMORANDUM OF AGREEMENT RE INVESTIGATION REPORTS

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
QUEEN'S UNIVERSITY (the" UNIVERSITY")
AND
QUEEN'S UNIVERSITY FACULTY ASSOCIATION (the "Association")
("the Parties")

RE: Article 20 and Investigation Reports

WHEREAS the Parties agree to establish a process to facilitate earlier access by the Association's solicitor to investigation reports for the purposes of providing legal advice to the Association;

NOW THEREFORE, the Parties agree as follows:

1. Upon receiving a written request from the Association to facilitate access to an investigation report in a case/cases where discipline has been imposed on a Member, the University shall prepare and send a Solicitor's undertaking in the form attached as Appendix 1 to this MOA.

2. Upon receipt of an executed solicitor's undertaking in the form attached as Appendix 1, the University shall, as soon as reasonably possible, facilitate access to a hard copy of the investigation report(s) at a time and location to be determined.

3. The process detailed in this MOA shall remain in place for the duration of the 2022-2025 Collective Agreement.

APPENDIX 1

[DATE]

[Solicitor's Name]

OFFICE OF THE PROVOST
AND VICE-PRINCIPAL (ACADEMIC)
Richardson Hall, Suite 353
Queen's University
Kingston ON Canada K7L 3N6
Tel 613 533-2020

Dear [Solicitor],

Re: Investigation Report with respect to [MEMBER'S NAME] ("the Report")

We are writing regarding your request to be provided access, in connection with your role as QUFA's Solicitor, to review a copy of the Report. The University's current practice is to provide QUFA with the tentative results of an investigation pertaining to a QUFA Member, in writing, in accordance with applicable University policies and consistent with Article 20 of the Collective Agreement. We acknowledge that QUFA could otherwise obtain access to an investigation report by order of an arbitrator through the grievance-arbitration process, and your request, at this pre-arbitration juncture, is for the purpose of assessing the need for QUFA to pursue a grievance(s) regarding the University's imposition of discipline against [MEMBER'S NAME].

On a without precedent basis, the University is prepared to provide you with an opportunity to view the Report, subject to various undertakings and conditions set out below:

1. Disclosure of the Report, in the manner described in this Agreement, does not constitute a waiver of any legal privilege that may be asserted by the University in respect of any other document;

2. You undertake to only read the Report and to use it in advising QUFA and obtaining its instructions with respect to the [MEMBER'S NAME] discipline grievance(s). No other use or disclosure of the Report, publicly or otherwise, is authorized;

3. You agree not to make a physical or electronic copy of the Report, and you will not transmit or otherwise disclose its content in any format to any person, including, without limitation, [MEMBER'S NAME].

Please sign below to confirm your agreement to these terms. Following receipt of an executed letter, the University will facilitate your access to a hard copy of the Report at a time and location to be determined.

Sincerely,

[NAME]
Associate Vice-Principal, Faculty Relations

_____ _____

[Solicitor's Name] Date

SCHEDULE B – BLANK

By agreement of the Parties, this Schedule is intentionally blank.

SCHEDULE C – COURSE AUTHORSHIP AGREEMENT

Course Authorship Agreement

Contract Number: XXXS

This Agreement made [date] between:

Queen's University

And

[Name]

It is agreed between the Parties that [Name] shall develop [Course XXX] for online delivery]. It is expected that such development will commence on [Date] and shall be completed by [Date]. Pursuant to Appendix S of the Collective Agreement between Queen's University and the Queen's University Faculty Association ("QUFA") it is understood that:

1. [Name] will have the following responsibilities:

   (a) Administrative service responsibilities

   - Completing a course plan that identifies general course objectives/expectations, methods of assessment, mark breakdown, course resources and details of the components of each section/unit of the course including section/unit objectives.
   - Completing a curriculum submission, if required;
   - Completing a template document for the course syllabus;
   - Identifying the necessity for and, when necessary, assisting in obtaining permission for the use of Intellectual Property for the course;
   - Participating in testing online course components prior to the start of the course; and
   - Meeting project timelines which will include the completion of the course development by [Date].

   (b) Academic responsibilities

   - Providing subject expertise and ensuring the course reflects the highest levels of scholarship in the discipline and subject area;
   - Adopting evidence-based practices for effective online teaching in the design of the course;

SCHEDULE C

SCHEDULE D

- Ensuring the adoption of evidence-based practices for effective online teaching in the design of the course;
- Revising, if required, the type of activities and interactive components to be included in the course and how these could best be structured;
- Revising, if required, achievable, measurable, and pedagogically sound learning outcomes and unit and lesson objectives;
- Revising assessments, if required, to measure learning and preparing multiple versions of each assessment activity, so that each time the course is offered, it will be possible to combine different assessment activities to maintain academic integrity;
- Revising and reviewing drafts of course materials and recommending other resources for reference;
- Ensuring that the course content is accurate and has an appropriate level of rigour;
- Identifying and/or revising appropriate lesson study materials including:

(a) place any Intellectual Property of [Name] into another medium or format as appropriate for course delivery;

(b) transfer all Intellectual Property into a current or any successor learning management system or delivery medium;

(c) modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications to course titles, course descriptions, and course numbers to reflect current calendar copy; and

(d) continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.

5. [Name] shall own the Intellectual Property that they create and/or provide and shall retain copyright in that Intellectual Proper 0.opy.00.6 (tl)2.6The(.00.6 U( )0.6 ( )0.6v (r)-6 (s)-2 ou)10.6 (r)-2 (r)-6e

SCHEDULE E - RE: ARTICLE 30 AND ARTICLE 31 – DEFERRAL OF RTP / RCAP APPLICATION

OFFICE OF THE PROVOST
AND VICE -

DATE

PERSONAL AND CONFIDENTIAL

[NAME OF FACULTY MEMBER]
Department of _____ (if applicable)
Faculty of _____ OR University Library
Queen's University

Dear Dr. _____,

On the advice of Dr. _____, [Dean, Faculty of _____ OR Vice-Provost and University Librarian] and Dr. _____, Head/Director/Chair, Department of _____ (if applicable), and in accordance with:

[FOR RTP PURSUANT TO ARTICLE 30:
FOR DEFERRAL OF RENEWAL: Article 30.5.6 [and Article 33.3.6.1, if applicable];
OR
FOR DEFERRAL OF TENURE: Article 30.5.7 [and Article 33.3.6.1, if applicable]

OR

FOR RCAP PURSUANT TO ARTICLE 31:
FOR DEFERRAL OF RENEWAL: Article 31.4.7 [and Article 33.3.6.1, if applicable]
OR
FOR DEFERRAL OF TENURE: Article 31.4.8 [and Article 33.3.6.1, if applicable]]

of the Queen's-QUFA 2019-2022 Collective Agreement, I am writing to approve your request for a [insert length of deferral here] year deferral of your application for

IF PURSUANT TO ARTICLE 30: Renewal or Tenure
OR
IF PURSUANT TO ARTICLE 31: Renewal or a Continuing Appointment

at Queen's University. Accordingly, you will now be eligible to apply for consideration for [(Renewal or Tenure) or (Renewal or a Continuing Appointment) on or before August 15, [202X] in accordance with the application process detailed in (Article 30.7 or Article 31.6) of the

SCHEDULE F - RE: ARTICLE 30 AND ARTICLE 31 – NOTICE TO ASSESSORS AND REFEREES

NOTICE TO ASSESSORS AND REFEREES

In 202X, Professor X, who holds a(n) **[For RTP pursuant to Article 30:** Initial Tenure-track or Renewed Tenure-track; **or For RCAP pursuant to Article 31:** Initial Continuing-track or Renewed Continuing-track] appointment in the Department of X/Faculty of X/School of X/ University Library, was approved for a deferral of their application for **[RTP pursuant to Article 30:** Renewal or Tenure and Promotion **or RCAP pursuant to Article 30:** Renewal or a

Signed on behalf of the University this 24th day of April, 2023.

ORIGINAL SIGNED BY

_____

Dan McKeown

Signed on behalf of QUFA on this 24th day of April, 2023.

ORIGINAL SIGNED BY

_____

Leslie Jermyn

ORIGINAL SIGNED BY

_____

Amy Kaufman

LOA #1 – CONFLICT RESOLUTION PROGRAM AND MEMBER EDUCATION PROGRAM

LETTER OF AGREEMENT

LOA #1
CONFLICT RESOLUTION PROGRAM AND MEMBER EDUCATION PROGRAM

QUFA
per Amy Kaufman

LOA #3
RE: INFORMATION

LOA #3
RE:

LOA #4
RE: VOLUNTARY PHASED RETIREMENT PROGRAM

Notice of Intention to Participate

4. Faculty Members, Librarians, or Archivists who wish to participate in the Program must give notice of their intention to participate in the Program by submitting the form required by the University (see Application Form on the Faculty Relations website) to their Dean (through the Department Head in a departmentalized faculty) or the University Librarian, as applicable, at least one year in advance of the proposed Phased Retirement Period commencement date. The notice of intention to participate in the Program must set out a detailed and clear plan for the Phased Retirement Period that specifies the Participant's proposed commitments during each year of the Phased Retirement Period. The Participant's plan for the Phased Retirement Period must be feasible based on departmental resources and compatible with the interests of the Unit or the service obligations of the Library/Archives. The notice must include application for any Academic Leave proposed to be taken during the Phased Retirement Period.

5. The deadline to give notice of intention to participate in the Program for a Phased Retirement Period commencing on July 1st of any year is the previous July 1st.

Acceptance

6. The applicable Dean or the University Librarian shall communicate acceptance or deferral of participation in the Program and acceptance of the Participant's plan for the Phased Retirement Period on behalf of the University to the Faculty Member, Librarian or Archivist. The applicable Dean or the University Librarian shall review and assess the proposed plan against the criteria in paragraph 4 of the Program.

Irrevocability

7. Once notice of intention to participate in the Program is accepted by the University pursuant to paragraph 6, participation in the Program and the Participant's decision to retire from employment with the University at the end of the Phased Retirement Period becomes irrevocable.

Phased Retirement Term

8. A Phased Retirement Period shall be three years in duration, commencing on July 1st and ending on June 30th.

Member Obligations During Phased Retirement Period

9. All Participants are required to continue the full range of their responsibilities (including, where applicable, teaching, research and service) during the Phased Retirement Period,

22. Vacation entitlement for a Participant shall be on a pro-rata basis during the Phased Retirement Period based on the Participant's percentage appointment for the applicable period.

Phased Retirement Supplement

23. Except for Participants who commence receipt of a pension from the UPP before or during the Phased Retirement Period, a Participant shall be eligible to receive a phased retirement supplement payment equal to 75% of their Regular Salary in effect immediately prior to the Phased Retirement Period (the "Retirement Supplement").

    The Retirement Supplement will be paid in one of the following forms based on the election made by the Participant in their notice of intention to participate in the Program, less the required statutory and other deductions:

    (a) three equal annual installments at the end of each completed year of the three-year Phased Retirement Period, as employment income;
    (b) single lump sum payment following the end of the Phased Retirement Period as a retiring allowance; or
    (c) two equal installment payments following the end of the Phased Retirement Period, as a retiring allowance.

    Participants who, in accordance with the UPP, elect to commence a pension during the Phased Retirement Period are eligible to receive a Retirement Supplement payment calculated pro
    Pe58 TD[(c2 (e5b*)-6a)10.5 .6 (el)2.676 (e1)]TJ0 -1.228 u57 (i)2l2TJ04ent Su.6 (r)-66.6 (i)2.6 (on)]TJ

LOA #4
RE: VOLUNTARY PHASED RETIREMENT PROGRAM

LOAt.6 (#4he P.(e r.6)1og]TJ6)3r.6
RE:(d7.6 TD1.ZZ0 Td (8j-0.005 Tc 0.01 Tw 0 -1.141 TD.25-0 -1[(For.6)1 FacTJe ul]TJ0 t.4.34 yTJe 5 1 (P)M06)1em.65ct)3be]T
-0 -1[(A.(e .6 pl)1.6 pl)1 ot.6 ( )1her)-5ct)3 as

LOA #5 – RE: SPOUSAL APPOINTMENTS DISCUSSION(S) AT JCAA

LETTER OF AGREEMENT

BETWEEN

QUEEN'S UNIVERSITY (the "University")

AND

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION (the "Association")

RE: Spousal Appointments discussion(s) at JCAA

WHEREAS the process applied for spousal appointments within the QUFA Bargaining Unit are of mutual concern for the Parties, including the requirements of the Collective Agreement in Article 25.7;

AND WHEREAS the JCAA shall review matters of mutual concern, endeavour to foster better communications between the various components of the University community, and facilitate better working relationships between the University and the Association and its Members (per Article 13.4);

NOW THEREFORE, the Parties agree as follows:

1. For the duration of the 2022--

LOA #5
RE: SPOUSAL APPOINTMENTS DISCUSSION(S) AT JCAA

LOA #6
RE: JOINT WORKING GROUP (“JWG”) TO REVIEW COMPENSATION MODEL FOR BARGAINING UNIT MEMBERS

LOA #7 – RE: ARTICLE 24.2.1

LETTER OF AGREEMENT ("LOA")

Between

PENSION MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")

Between:

QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

- and-

QUEEN'S UNIVERSITY ("University")

Whereas QUFA and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those relsn all

3. QUFA agrees to support the University's application, when made, for the : Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.

4. Provided the QUFA has acted in compliance with paragraphs 2 and 3, the University shall amend the QPP effective July 1, 2019 to change the "Normal Retirement Date" under the QPP for faculty to be the last day of the month in which the QPP member attains age 65.

5. Effective January 1, 2020, or, if later, the effective date of the UPP, QUFA-represented employees who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or their successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").

6. QUFA-represented employees who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.

7. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this PENSION MOA as a "Queen's UPP Contributing Member".

8.

Voluntary Phased Retirement Program

10. Provided the conditions in paragraphs 2, 3 and 13 have been satisfied, the Parties agree to enter into a letter of agreement setting out the terms of a mutually agreed upon voluntary phased retirement program that contains the features of the University's December 10, 2018 amended phased retirement proposal (attached hereto as Schedule "A"), with notices of intent to apply for the program to be accepted starting on July 1, 2020 and which letter of agreement shall expire at the end of the term of the Renewal Collective Agreement and which shall form part of the Renewal Collective Agreement.

Conditional Terms of Employment Effective on UPP Accrual Date

11. Provided the conditions in paragraphs 2, 3 and 13 have been satisfied and the QPP has been successfully converted to the UPP:
    a. **Member/Employer Contributions under the UPP**
    Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.
    b. **One Time Salary Increase for Queen's UPP Contributing Members**
    Effective on the UPP Accrual Date and upon the implementation of the contributions to the UPP described in paragraph a. above, applicable only to Queen's UPP Contributing Members, a 1.5% special one-time salary adjustment to base salary up to the UPP pensionable earnings cap ($165,000 in 2018 dollars) will be implemented for Queen's UPP Contributing Members. For greater certainty, the one-time salary adjustment is not applicable to employees who are not contributing members of the UPP on the UPP Accrual Date.
    c. **Unreduced Early Retirement for Minimum Guarantee Benefit**
    Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the University shall amend the QPP to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned

purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule "B";

ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters - i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

e. Extension to Term of Renewal Collective Agreement
Effective on the UPP Accrual Date, the Parties agree to enter into a letter of agreement to extend the duration clause in Article 43.1 such that the Renewal Collective Agreement will expire on June 30,

ORIGINAL SIGNED BY

_____

QUFA

Per Robert Hickey Co-Chief Negotiator

Current Collective Agreement Provision	Proposed Treatment
performance based on reduced responsibility arrangements.	

Current Collective Agreement Provision	Proposed Treatment
33.3.7.2 During the period of Maternity Leave Without Top-Up or Parental Leave Without Top-Up, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled) and the	

PENSION MEMORANDUM OF AGREEMENT