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
RECOGNITION AND DEFINITION OF BARGAINING UNIT

ARTICLE 1

(l) persons employed in the Student Counselling Service;

(m)

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.

ARTICLE 2
DEFINITIONS

Dean

The senior academic officer of a Faculty, appointed in accordance with procedures laid

ARTICLE 2
DEFINITIONS

ARTICLE 3 – ASSOCIATION DUES

3.1 **Dues Check-off**

3.1.1 The University agrees to deduct

(a) monthly dues or an equivalent amount from the salaries of all Members on a monthly basis; and

(b) any other fees, levies, and assessments which may be authorized in writing to the University by the Association from time to time.

3.1.2 A Member who affirmatively asserts an objection to the payment of dues or fees to a

ARTICLE 6
CORRESPONDENCE AND INFORMATION

ARTICLE 7
ASSOCIATION RIGHTS

ARTICLE 9
DISCRIMINATION AND ACCOMMODATION

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 10 – PAST PRACTICES

10.1 Subject to the provisions of this Agreement and except as specifically agreed between the Parties, all recognized existing practices affecting the terms or conditions of employment of Members shall remain in effect and unaltered during the term of the Agreement and any extension thereof.

10.2 “Recognized existing practices” are those practices that are university-wide, reasonable, certain, known and in force as of May 1, 2003 or such other practices as the Parties may identify.

10.3 The onus to show that such a practice exists rests upon the person seeking to rely upon the practice.

ARTICLE 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.

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

(b) The JCAA shall meet not later than ten (10) working days after the

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

15.3.4 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 shall, in their published professional or scholarly work, indicate their

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.

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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"

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

16.3.1 All Intellectual Property is owned by the Member who creates it subject to
_____9 (16)T_____

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

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

ARTICLE 18
CONFLICT OF INTEREST, CONFLICT OF COMMITMEN

(b) refrain from taking part in any discussion or voting in relation to the matter; and

(c) withdraw from the meeting when the matter is being discussed.

18.1.3.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Provost and Vice-

ARTICLE 18

(a) is not a person in receipt of a recommendation from the Committee in question,

ARTICLE 19 – GRIEVANCE AND ARBITRATION

19.1 **General**

19.1.1 The Parties agree to use every reasonable effort to resolve differences or disputes arising from this Agreement informally, amicably and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential and are without prejudice.

19.1.2 A grievance is any dispute or difference, that has not been resolved informally as per Article 19.3, arising out of the application, interpretation, administration or alleged violation of the provisions of this Agreement, which is initiated in accordance with Article 19.4.

19.1.3 The Association may assume any individual or group grievance at any stage. No individual or group grievance shall proceed to Step 2 unless it has been assumed by the Association and the Association commences the Step 2 process.

19.1.4 Any settlement, withdrawal or abandonment of an individual or group grievance by the grievor(s) prior to Step 2 without the Association's consent shall be without prejudice to the Association's right to grieve the matter and shall not be binding on the Association or set any precedent with respect to similar circumstances. Copies of any such settlements shall be delivered by the University to the Association within five (5) working days.

19.1.5 At any point in a grievance process, a Party may request mediation of the grievance. A Member who is a grievor may request mediation of their grievance prior to Step 2. A responding Party

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 v0 13 Tw 0.489 0 Td(or)Tj0 Tc 0 Tw 0.891 0 Td(k)Tj0.511 0 Td(i)Tj0.217 0 Td

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.

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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 21 – HARASSMENT

21.1 The Parties to this Agreement are committed to maintaining a working and learning environment that is free from discrimination and harassment.

21.1.2 Subject to the requirements of Article 21.3, if an issue of harassment and/or discrimination arises which is both grievable under this Collective Agreement and subject to a complaint under the University's policies and procedures regarding discrimination, harassment and/or violence, and if a Member wishes to formally proceed with such a

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

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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)-

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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.

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

25.2 **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;

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(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;

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

(e) evaluate the short-listed candidates through interviews, and, where appropriate, other relevant means of evaluation; and

(f) make a written recommendation on the appointment to the University Librarian, with reasons given and taking into account only the complete file.

25.8 **Decision-making**

25.8.1 The Provost and Vice-Principal (Academic) or delegate shall consider the

ARTICLE 25
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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).

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

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

(a) the Member's rank;

(b) the start and end dates of the appointment;

(c) the name, number, type (e.g., lecture, seminar), level (introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus) of the course(s) (or portion(s) thereof) to be taught by the Member;

(d) the Member's percentage responsibility for the course or course-section(s) (if less than 100%);

(e) the expected course or course-section enrolment, subject to Article 25.10.1.3 and Article 25.10.1.4;

(f) any requirements for supervision of laboratory/practicum work or other additional duties concurrent with the appointment;

(g) the Member's remuneration for the course(s) (or portion(s) thereof), and for any additional duties concurrent with the appointment;

(h) arrangements to compensate the Member for eligible travel expenses associated with the appointment, per Appendix G; and

(i) reference to the requirement per Articles 32.3.6.2 and 32.5.8.2 to inform the Member's Unit Heads of all teaching performed by the Member in other Units.

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

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

25.10.4.1 A Modified Appointments Committee shall be established in each Unit no later than January 31 for the purpose of making recommendations on the granting of a General Right of Reappointment (GRoR) and Continuing Adjunct Appointments. The Modified Appointments Committee shall be the Unit's standing Appointments Committee as

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 proposed Reduced Resppropertatect (appoi)5.4 ( )]TJ-0.037 T ( )11.5 (t)--2 (ed R)2. ( )0.6 (pr)-5.9 (ov)

ARTICLE 27 – RELOCATION EXPENSES

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

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

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

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

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

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

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

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

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

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

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

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

(d) Expenses associated with obtaining immigration approval to take up a position at the University.

27.6 Any expenses related to the Member's relocation that are not set out in Article 27.5 must

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
ASSESSMENT AND EVALUATION OF TEACHING

(g) the role of the instructor and the method of delivery;

(h) the ability and willingness of the Member to teach a range of subject matter and at various levels of instruction;

(i) assessments by students and/or colleagues as sought through formal procedures pursuant to this Agreement; and

(j) any issue related to Article 9.1.

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

29.2 **Member's Teaching Dossier**

29.2.1 Teaching Dossiers are intended to provide a description of a Member's major teaching

ARTICLE 29
ASSESSMENT AND EVALUATION OF TEACHING

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

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

30.7.4 The Unit Head shall notify the Renewal/Tenure/Promotion Committee of any

ARTICLE 30
RENEWAL, TENURE AND PROMOTION
FOR TENURE-

(b) A separate summary of teaching experience for faculty Members (which may be in the form of a teaching dossier and which may include surveys prepared pursuant to Article 29.4);

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

(d) A summary of the Member's administrative service responsibilities and professional service; and

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

The Member at their discretion may also provide a letter of introduction to their materials and may address any career interruptions.

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

30.10 **Students**

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

30.11 **Colleagues**

30.11.1 By September 15 the Member's Application File as described in Article 30.9.1 and, if the Member permits, any other material submitted for this purpose shall be made available for review within the Unit so that colleagues may submit to the Committee written and signed opinions on the merits of the application. "Colleagues" includes current Members and non-Bargaining Unit clinical faculty within the Unit but does not include members of the Commi

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

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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 The University Promotion Advisory Committee as described in Article 30.16 shall provide written advice to the Principal as to whether, on the bas.002 T.6 (o)12.6 (f)-6.7(m)-5.-1.31.6 aot
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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 [illegible]

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

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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

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ARTICLE 32
REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

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

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

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

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

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

32.3.5 **Decision**

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

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

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

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

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REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

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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) if the Member has met the criteria set out at Article 32.3.9.2; and if so,

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

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

32.3.9.7 The Modified Appointments Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee is providing a positive or negative recommendation with regard to adding the course(s) to the existing list of courses the Member is demonstrably qualified to teach.

32.3.9.8 By May 1, the Chair of the Modified Appointments Committee shall forward to the Member the written recommendation of the Committee with its reasons, and submit to the Unit Head, the Application File including the written recommendation of the Committee with its reasons. In the case of a positive recommendation, the Committee's recommendation shall include a list of the additional courses the Member is demonstrably qualified to teach within the Unit.

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

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

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

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

32.3.9.11 For a departmentalized faculty, in the case of a positive recommendation from the Modified Appointments Committee and the Unit Head, the Dean shall amend the list of courses the Member is demonstrably qualified to teach to include the additional courses listed in the Committee's positive recommendation. The amended list shall er y, demons5 (t)ttrably qual(t)-9 (y)8.9 (,e)10.5 (.6 (f)-6.6 (i)2.6 (i)2.6 (t)-9 (y)8.9 (,-6.6 (eac)-2 (h)1

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

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REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

32.5.4 **Application File**

32.5.4.1 The

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

(b) the average number of half courses per year they have taught in the last three (3) years.

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

32.5.7.3

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

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REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

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.

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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

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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

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

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ARTICLE 34 – THE OFFICIAL FILE

34.1 General

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

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

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

34.2 Contents of the Official File

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

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

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

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THE OFFICIAL FILE

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 own research programs and/or scholarly and creative activities and, at the faculty Member's discretion, applying for grants to support the faculty Member's research, determining the best methods for assembling and disseminating their research results, and where appropriate, supervising research assistants and laboratory technicians and/or;

(b) In accordance with the curricular requirements and norms established by academic Units, University policies and/or collective agreement(s) and where appropriate, by accrediting bodies, determining the content of the courses that the faculty Member teaches, the type and frequency of assignments used in those courses, the knowledge and skills to be assessed in those assignments,

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

(g) Setting standard procedures for the selection, acquisition, and provision of access to the Archives' fonds and collections;

(h) Performing original arrangement and description of unique material in the Archives as necessary;

(i) Consulting with the University community in the planning, design and support of the implementation of a records-management system within the University;

(j) Establishing standards for conservation and preservation of the Archives' fonds and collections;

(k) Performing outreach activities in the general community and with 2.6 (i)2.6 n3-vo2.6 (t6 (Es;

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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.

ARTICLE 36
WORKING CONDITIONS

ARTICLE 37 – WORKLOAD

37.1 Academic Unit Workload Standards

37.1.1 Throughout Article 37, except Article 37.5, and unless otherwise specified, “Members” means Non-renewable, Special, Continuing Adjunct, Tenure-Track, and Tenured Members.

37.1.2 Each academic Unit must have a Workload Standard that

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

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

37.1.14 If the Dean has rejected a ratified Workload Standard in accordance with Article 37.1.13, the Dean shall meet with the Committee to address their concerns and endeavor to come to an agreement on an acceptable Workload Standard. This meeting shall address only those matters relevant to whether the Workload Standard permits the Unit to fulfill its academic program obligations. Any agreement reached between the Committee and the Dean that changes the ratified Workload Standard is subject to approval by a majority of Members who cast secret ballots in a ratification vote.

37.1.15 Until a new Workload Standard is established in accordance with Article 37.1.7 through Article 37.1.14, the prTd[(,)(7)Teet1.as.6 ( )11.1 (t)]TJ16.304tdan sha (a n2 0 Td[2 (r)-6 (t)-6.6nue(e)1

taken to ensure that the balance of scheduled and non-scheduled duties affords adequate opportunity for each Member to meet their Academic Responsibilities as outlined in Article 15.

37.2.3 A Member's workload shall be assigned by the Unit Head in accordance with the Workload Standard for the Unit. After consultation with the Member, the Member shall be offered an initial workload proposal in writing by April 15. The Unit Head and the Member shall use their best efforts to reach agreement on the workload assignment. The Unit Head shall provide the Member with the Member's workload in writing for the September 1 to August 31 period normally by the preceding May 30.

37.2.4 Provided the program obligations of the Unit can be met, Members may carry a "credit" or "debit" balance in teaching duties by teaching more or less than the normal load described in the Unit's Workload Standard as long as their total load over a five-year period is consistent with the Workload Standard. The Unit Head shall maintain and make available to Members a list of the running balances of Members in the Unit.

37.2.5 Creative ways to arrange teaching assignments, such as team teaching (two or more Members teaching different parts of the same course) and doubling-up (one Member teaching more than one section of the same subject at the same time) shall be encouraged and may be supported by the Unit Head provided the program obligations of the Unit can be met, and the teaching credit assigned shall be measured by the proportion of classroom teaching assumed by the Member without reference to whether it is organized in one of these ways.

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37.2.6 In assigning teaching and service activities, the Unit Head shall

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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

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(d) Normal administrative load for Library ‘department’ heads (including development and management of library services, operations, staff and financial resources);

(e) Normal expectations for those serving as leaders of working groups or other groups or initiatives; and

(f) Mechanisms for dealing with extraordinary tasks accompanying administrative or other workloads.

37.5.8 A librarian or archivist Workload Standard shall

(a) allow Members, in cooperation with the University Librarian (or delegate), to 8

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Members seeking allocation of additional time during normal working hours for scholarly activity related to specific projects should request such allocation from the University Librarian, who shall accord such allocation as warranted by the project.

37.5.11 Members may request or agree to accept responsibilities within the Library and Archives in addition to the normal workload, but shall not be required to do so. Members accepting such additional responsibilities are entitled to a reduction in other components of the workload, or an appropriate stipend, or both.

37.5.12 With respect to a review of the Workload Standard for the Library and Archives:

(a) The Library and Archives shall review its Workload Standard by the date that is ten (10) years after the date that the Workload Standard was established, unless Article 37.5.12(b) or (c) applies. A review as per Article 37.5.12(a) shall be precipitated by an announcement that, at a Library and Archives meeting, the Workload Standard will be reviewed provided that the Library and Archives normal quorum requirements for such a meeting have been met;

(b) If the Workload Standard provides for a review within a shorter interval than would result if Article 37.5.12(a) were applied, the timing of the review shall be in accordance with the Workload Standard;

(c) If one or more of the criteria in Article 37.5.132 applies, the Library and Archives shall review its Workload Standard within a shorter interval than would result if 37.5.12(a) or (b) were applied.

37.5.13 The Library and Archives shall review its Workload Standard after a shorter interval if, in the view of the University Librarian or a majority of librarian and archivist Members who cast secret ballots in a ratification vote, one or more of the following applies:

(a) There has been a significant change in the resources of the Library and Archives;

(b) There has been a significant change in the service obligations of the Library and Archives;

(c) The current workload does not adequately lead to a fair allocation of workload in the Library and Archives and/or a fair balance between scheduled and unscheduled duties.

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redeployment options offered within the previous twelve (12) months in an effort to reduce the extent of layoffs, until the notices under Article 38.5.7 are given.

38.5 **Committee to Select Members for Layoff**

38.5.1 The reduction of the academic staff complement shall be implemented by a committee created for the purposes of selecting Members for layoff. This Committee shall consist of five (5) members: the Provost and Vice-Principal (Academic) or delegate; two (2) members nominated by the Association; one (1) member nominated by the Board; and one (1) member nominated by the Senate. The Committee shall elect its chair from among its members. The chair shall be a voting member of the Committee.

38.5.2 Notwithstanding any rights of reappointment, Members who hold limited-term appointments shall not be reappointed at the end of their current appointment. If this does not, or will not, produce the required budgetary reduction within two (2) years, the Committee shall review the Official Files of each Tenured and Tenure-track faculty Member, each Continuing Adjunct faculty Member and each Continuing and Continuing-track librarian/archivist Member and apply the scoring matrix determined in Article 38.5.3 to each Member. The time limit for applying this scoring matrix shall be agreed by the Parties on recommendation of the Joint Committee on the Administration of the Agreement (JCAA) and, if the JCAA cannot reach a recommendation agreeable to the Parties, the Financial Commission shall decide the time limit. Thereafter the Committee shall determine a threshold score above which Members are not at risk of being, and cannot subsequently be, laid off. The Committee shall advise each Member scored below the threshold score.

38.5.3 A scoring scheme shall be developed by the JCAA and submitted to the Parties for approval. The scheme shall distribute scores across the following matrix of factors:

(a) Performance as a teacher during the most recent three (3) full academic years (not including leaves);

(b) Research, scholarly or creative contributions over the academic career;

(c) Service to the University community;

(d) Lengthe-2 (e)10.eo .739 -1.35 ( )11 (8.9 (ac)r)4.ise tchola0.eo .739 -1.35 ( )11 (8.9 (ac)r)4.is

(g) Potential for future teaching and research contributions; and

(h) The need to balance the impact of layoffs on the University's programs.

38.5.4 The JCAA shall also develop an appropriate scoring scheme for Continuing Adjunct faculty and librarians/archivist Members based on an analogous matrix. The JCAA shall retag Adn66.6 (ot (e)10h[(()-1.40710.6 ( )11.2 (i (f)(C)2.6 (ont(ar)-5.9 (B728I.315 Tot (e)10h 11.04 g A)

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financial exigency or the scoring scheme approved by the Parties pursuant to Article 38.5.3.

38.6 **Options and Entitlements for Members Selected for Layoff**

38.6.1 Members who are selected for layoff pursuant to Article 38.5 may choose either (a) Option 1 or (b) Option 2 below:

(a) Option 1 - Layoff with Recall Rights

(i) The University shall provide in writing to the Member at least ten (10) months working notice of the proposed date of layoff, which shall be the last day of June, or the Member's Regular Salary in lieu thereof; and

(ii) The Member shall have recall rights as detailed in Article 38 [illegible]

38.6.5

ARTICLE 39 – CLOSURE OF AN ACADEMIC PROGRAM OR UNIT FOR ACADEMIC REASONS

39.1 This Article applies only when there is a non-trivial risk of closure of an academic Program or Unit arising from concerns about academic quality, relevance or enrolment which may result in the layoff of one (1) or more Members or the non-voluntary redeployment of one (1) or more Members. Redeployment of a Member includes any situation in which any transfer, merger or restructuring may result in requiring a Member to teach in an area for which the Member has neither training nor experience, or that may significantly impair a Member's ability to pursue scholarly or creative work within the Member's discipline or area of specialization.

39.2 If a risk of closure exists, the Principal shall request, in writing, that the Senate consider whether the academic Program or Unit at risk of closure should be closed because of .7 (v)-2 (e w)2.6 (or)--2 (ur)-64iniori8(e ex) (r)-6 (i)2is

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ARTICLE 39

ARTICLE 39
CLOSURE OF AN ACADEMIC PROGRAM OR UNIT FOR ACADEMIC REASONS

ARTICLE 41 – HEADS OF DEPARTMENTS

41.1 **Heads of Academic Departments**

41.1.1 Each academic department shall have a Head who shall be appointed by the Provost and Vice-Principal (Academic) or delegate in accordance with this Article.

41.1.2 Heads are Members to whom certain administrative responsibilities and decisions are delegated. The function of the Head is to coordinate, facilitate, recommend upon and expedite matters pertaining to the operation of the Department, to ensure that

41.2 **Selection Committee Membership**

41.2.1 Subject to Article 41.2.2, Bargaining Unit Members from the Department shall form a majority of the full voting members of the Selection Committee. These Selection Committee members shall be elected by the Department's members by secret ballot following a process of nomination of individual members. The Committee shall also include one (1) but not more than two (2) member(s) from a cognate Unit(s). The Dean shall appoint such member(s) after consultation with the Department.

41.2.2 In the case of departments with seven (7) or fewer Members or interdisciplinary programs/institutes,

(a) the majority of full voting members of the Selection Committee may include Members selected from cross-appointed faculty or related Units; and

(b) the Committee shall include one (1) or more members from a cognate Unit(s) who shall be appointed by the Dean after consultation with the Department.

41.2.3 Other members of the Committee shall include: one (1) undergraduate and/or one (1) graduate student (where appropriate) from the Department; and one (1) member of the Departmental support staff. The student representative(s) from the Unit or related program shall be nominated to the Committee through procedures developed by the Unit. No student whose graduate supervisor of record is a candidate or a member of the Committee shall serve on the Committee. The Provost and Vice-Principal (Academic) or delegate shall be responsible for the appointment of all these Committee members.

41.2.4 For the purposes of equity, all Committees shall include a member who has responsibilities as provided for in Article 24.2.2.

41.2.5 The Committee shall be chaired by the Dean (or delegate). The Chair may vote only to break a tie. An additional representative from the Dean's office may sit on the Committee without a vote.

41.2.6 Where appropriate, the Dean (or delegate) of the School of Graduate Studies and Research shall be a member of the Committee without a vote.

41.2.7 The remedial processes set out in Appendix D apply (if necessary) to Headship Selection Committees.

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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

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ARTICLE 41
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(vii) The Committee may agree to involve the Library human resource officer in the deliberations of the Committee as a resource person.

(viii) The University Librarian or delegate will chair the Committee but shall only vote to break a tie.

(ix) Any recommendation by the Committee to the Provost and Vice-Principal (Academic) or delegate must be by majority vote of the Committee.

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

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

41.7.4 Library Department Head Selection

41.7.4.1 The following procedures will commence at least four (4) months prior to a planned retirement/resignation or within thirty (30) days should the position of a Library department head become vacant:

(a) The University Librarian shall post a current position guide in the Unit and create a Library department head Selection Committee conforming to the following rules:

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

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

(iii) Two (2) librarian Members shall be those elected to the Renewal Committee if one exists that year, or they shall be elected as specified in Article 41.7.3.1(f)(iii).

(iv) Two (2) librarians shall be selected as follows: One (1) librarian from the Library department shall be elected by the Members in the Library

(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

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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 merit score of a Member represents a significant change in the rank ordering in the Unit as recommended by the Head, or results in a score of twelve (12) when the Head had recommended fifteen (15), the Dean shall give written reasons for the score to the Head and the Member. The number of academic merit points awarded to any individual must conform to Article 42.2.2.5.

42.2.2.10 Very good or excellent performance in any or all of teaching, research and service may result in a merit score above ten (10). To receive a merit score of greater than ten (10), a Member's performance in all three areas (research, assigned teaching and service) must be at least satisfactory. The Parties intend that performance in teaching or research would carry more weight than would service, so that a score of fifteen (15) or twenty (20) would normally reflect excellence in either teaching or research, or both, even if service was also a factor. A score of twelve (12) means a significantly better than average performance in at least two of the three areas, though an exceptional performance in one area may suffice. The Dean of each Faculty will prepare an annual report on a single page that will describe how merit was awarded in the Faculty, and that, in combination with the reports in Articles 42.2.2.6, 42.2.2.9, and 42.2.2.12, will explain the context for the merit decisions in the Faculty.

42.2.2.11 The Parties intend that merit scores for Continuing Adjunct faculty Members shall normally be determined on the basis of assigned duties. Scores above ten (10), therefore, for this group, should also normally reflect merit in assigned duties only, when compared to the performance of similar duties by other members of the academic Unit. However, outstanding contributions in unassigned duties may also be recognized as meritorious by the awarding of additional points.

42.2.2.12 The Members eligible for PTR/merit in each Unit will receive annually a report from the Dean containing the names of individuals in the Unit who receive merit scores of fifteen (15) or twenty (20), and a short description of the contributions and achievements which led to each award.

42.2.2.13 The Association shall receive annually a statistical summary which shall classify the number of merit scores of twelve (12), fifteen (15) and twenty (20) on the basis of the reasons for the award. The Parties agree that the fraction of awards in which contributions to teaching and to service were the predominant factors in the decision shall not be less than thirty (30) percent.

ARTICLE 42

ARTICLE 42

ARTICLE 42

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

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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

set out in Article 42.4.2.1 and Article 42.4.2.2 shall be supplemented by eight (8) percent for salary in lieu of benefits.

42.4.2.4 The Minimum Stipends per half (0.5) credit course or equivalent that result from the addition of the supplements set out in Article 42.4.2.1 and 42.4.2.2 to the Base Stipends set out in Article 42.4.1.2 (Table A) are shown in Article 42.4.1.3 (Table C 0 Tdet27.Du0 ob3 (27.D

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

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(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

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ARTICLE 42

ARTICLE 43
DURATION

APPENDIX B
NOTICE OF INTENTION TO GRIEVE
PURSUANT TO ARTICLE 19.4.1

APPENDIX C – LIST OF ARBITRATORS

LIST OF ARBITRATORS

Michelle Flaherty

Eli Gedalof

William Kaplan

Paula Knopf

Jasbir Parmar

Sheri Price

Brian Sheehan

The JCAA may review and amend this list if agreed.

APPENDIX D – REMEDIAL ELECTORAL PROCESSES FOR APPOINTMENTS; RENEWAL/TENURE/CONTINUING APPOINTMENT/PROMOTION; AND HEADSHIP SEARCH COMMITTEES

1. Election of Departmental Committees in the Collective Agreement

1.1 Departments shall hold elections in accordance with the provisions of Article 25.5 (Appointments), Article 30.2 (Renewal, Tenure and Promotion for Tenure-track and Tenured Faculty Members), Article 31.2 (Renewal, Continuing Appointment and Promotion for Librarian and Archivist Members) and Article 41.2 (Heads of Departments). This requirement applies notwithstanding the fact that consideration or review of a matter from a prior year's process may be necessary. The only exception is with respect to Appointments (Article 25). Where an Appointments Committee from the previous year has begun to consider applications for an appointment but has not completed the appointments process as of May 1, they must finish that process, despite the fact that the new Appointments Committee will have come into force on May 1.

2. When a Procedural Error in Appointing a Committee Occurs

2.1 If, for any reason, a department has failed to follow procedures as they are stipulated in the Collective Agreement in appointing a committee according to Article 25, Article 30, Article 31, or Article 41, remedial measures shall be taken.

2.2 Remedial measures shall normally take the form of a new election, either of the entire committee if the procedure as a whole was flawed, or of individual members if the number elected was insufficient. The participants in the election shall be the members of the current Department, not m A members-5.9 (es)ber the n7p( )]TJAment Acf i,

APPENDIX E
MEMORANDUM OF AGREEMENT RE: STUDENT EXPERIENCE OF TEACHING

BETWEEN
QUEEN'S UNIVERSITY
AND
QUEEN'S UNIVERSITY FACULTY ASSOCIATION

Re: Student Experience of Teaching

1. THE PARTIES AGREE to create and mandate a standing subcommittee of the JCAA ("the QSSET Subcommittee) to conduct an ongoing review of the Queen's Survey of Student Experience of Teaching (QSSET) to ensure that it remains effective, efficient and responsive to emerging conditions in the University. The QSSET Subcommittee will:

    (a) review the implementation, administration and reporting of QSSET, and recommend to the JCAA what, if any, changes should be made to these processes, including revisions to ancillary documents;

    (b) recommend to the JCAA additional questions to tailor the QSSET to reflect the different pedagogies of Faculties and Schools with the University;

    (c) monitor the privacy and security of QSSET data;

    (d) monitor the qualitative student responses to QSSET for disrespectful demeaning, discriminatory or harassing comments and make recommendations as appropriate;

    (e) review the QSSET design and questions for ongoing appropriateness to the work of QUFA Members and the needs of the University.

2. In conducting its work, the QSSET Subcommittee should consider QSSET as having two purposes:

    (a) the formative purpose of providing constructive feedback to the course instructor(s) on the students' experience of teaching in the course; and

    (b) the summative purpose of providing part of the information to assess the instructor's teaching in annual performance reviews and in the Renewal, Tenure, Continuing Appointment, Reappointment, Promotion processes.

3. The QSSET Subcommittee shall comprise:

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

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

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

APPENDIX F
TERM ADJUNCT APPOINTMENT REPORT

APPENDIX F
TERM ADJUNCT APPOINTMENT REPORT

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 – PRINCIPLES OF TIMETABLING

Memorandum of Understanding
Between
Queen's University and Queen's University Faculty Association

The Parties agree on the following Principles of Timetabling:

PRINCIPLES OF TIMETABLING

Timetabling:

Definition: A coordination of people, courses and physical space, within a defined period of time.

Principles:
An effective timetable involves adherence to the designated time scheme, meaning that:

(a) All courses held within the time period covered by the slot system should conform to the slot system.

(b) Instructors should honour the approved slot system by timely commencement and termination of classes.

(c) All slots are considered equally in the timetabling process.

1. People:

(a) Instructor

Definition: All those individuals involved in teaching all or part of a course.

Principles:

- The timetable must not conflict with an instructor's other teaching assignments.
- The University is subject to the requirements of the OHRC, including a prohibition on discrimination in employment and a duty to accommodate.
- The University will make a reasonable effort to support the requests of the Members concerning the scheduling of teaching based on the Member's research

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.

APPENDIX L – APPLIED MUSIC

1. Application of Appendix L

1.1 Appendix L applies to Term Adjuncts appointed to provide instruction in applied music, composition, ensembles and other non-academic courses in the School of Music.

1.2 All other provisions of the Collective Agreement apply to Members covered by this Appendix to the extent that they are consistent with the provisions of this Appendix. Where there is inconsistency between another provision of the Collective Agreement and this Appendix, this Appendix shall prevail.

2. Appointment

2.1 For Term Adjuncts appointed to instruct in the composition and/or applied music courses listed in paragraph 3.1 Table A (below) in the Fall-Winter Session, the Member's initial letter of appointment from the Dean shall state the Member's anticipated duties and estimated compensation for the first two months of their appointment. The Member will receive a further letter from the Dean by November 15th confirming the Member's duties, workload and compensation.

2.2 The compensation estimate referred to in paragraph 2.1, shall be determined by the Director, School of Music, and shall be based on the Rates of Pay stated in paragraph 3.1 (Table A), known enrollments and relevant historical workloads.

2.3 The School of Music reserves the right to change Members' workloads and remuneration based on changes to enrollment until one week after the last date for dropping Fall-Winter full-year courses.

3. Compensation

3.1 Table A: Weights for teaching-load equivalencies in full (1.0) course equivalents and Minimum Stipends.

TABLE A

	A	B	C	D	E
	Course	**Weights**	**2022-23 minimum stipends**	**2023-24 minimum stipends**	**2024-25 minimum stipends**
	Large Ensembles, including but not limited to:				

APPENDIX L

APPENDIX L
APPLIED MUSIC

4.3 Notwithstanding Article 32.3, instruction in Composition or Applied Music or techniques or methods (180 series courses) shall not count toward eligibility for a General Right of Reappointment.

4.4 Notwithstanding Article 32.5.1, a Member with a minimum of six (6) years of consecutive service as a faculty Member in the Bargaining Unit and whose years of service multiplied by the cumulative total of School of Music Course Weights they have successfully instructed in that period equals seventy-two (72) or more may apply for a Continuing Adjunct appointment. Years of service in a continuing (e.g. tenured) or continuing-track appointment from which a Member has retired, resigned

APPENDIX M – CHILD-CARE BENEFIT PLAN

1. Subject to the following, Members who have dependent children under the age of seven, and Members who have dependent children under the age of twelve in before and/or after school programs, summer camps, or programs during school professional activity days

whole or in part, to the Tuition Support Plan as requested by the Association, no later than April 15th. If the eligible claims exceed the total amount available per year, the fund will be reviewed and amounts will be pro-rated based on the number of eligible claims. The participation rate, reimbursement levels, funding and administration of this plan will be evaluated each year.

APPENDIX N
TUITION SUPPORT PLAN

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 15th. The University shall apprise the Association annually of the number and amounts of scholarships distributed and of the method of and reasons for the distribution process so that the Association may advise its Members.

7. The spouses and dependent children of Members who are on leave are eligible for tuition assistance under this plan.

8. The spouses and dependent children of Members whose service to the University is ended by moving to Long Term Disability benefits, by retirement, or death shall only be entitled

APPENDIX N

APPENDIX O
INDIGENOUS PARTICIPATION IN RENEWAL, TENURE – OR IN THE CASE OF LIBRARIAN AND ARCHIVIST MEMBERS, CONTINUING APPOINTMENT – OR PROMOTION COMMITTEES

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

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**

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

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

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)

APPENDIX S – ONLINE COURSES

1. Definitions

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

responsible for the provision of disciplinary, subject matter, and discipline- appropriate pedagogical expertise to the Course Development process.

g. **Course Reviser** refers to an individual who has entered into a Course Revision Agreement with the University in accordance with Paragraph 3 of this Appendix to perform a Major Revision of an Online Course in collaboration with the Instructional Design Team. The Course Reviser is responsible for the provision of disciplinary, subject matter, and discipline-appropriate pedagogical expertise to the Major Revision process.

h. **Instructional Design Team** refers to one or more individuals including an instructional designer who collaborate with a Course Author or

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 T
PRACTICA COURSES – FACULTY OF EDUCATION

APPENDIX U – TEACHER EDUCATION MULTISESSION PROGRAMS

The Faculty of Education has multisession programs that are located in various communities throughout Ontario, currently, the Indigenous Teacher Education Program ("ITEP"); Technological Education; and Elementary French as a Second Language ("FSL"). The

APPENDIX V – MOA RE RETURN TO ANNUAL PERFORMANCE REVIEW AND MERIT

MEMORANDUM OF AGREEMENT (MOA)

Between

QUEEN'S UNIVERSITY ("QUEEN'S")

And

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

WHEREAS in the 2022 round of collective bargaining, the Parties have discussed and ultimately agreed to return to annual review of performance of Members identified at Article 28.1.1.(b), in order to assess their performance and determine a merit rating;/P /MCIrm2 007 Tw -27.478 -1.88 Td-6 (der)4.9

4. The first Academic Year review as per Article 28.2.1 will be for the period July 1, 2023 through June 30, 2024 and shall apply to the merit-base (e)14 TMCID 3 BDC -0.002 Tc 0.00iversite (e)14

APPENDIX W
MOA RE INVESTIGATION REPORTS

Sincerely,

[NAME]
Associate Vice-Principal, Faculty Relations

_____ _____

[Solicitor's Name] Date

SCHEDULE A

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.

- Determining the type of activities and interactive components to be included in the course and how these could best be structured;
- Identifying and establishing achievable, measurable, and pedagogically sound learning outcomes and unit and lesson objectives;
- Developing appropriate assessments to measure learning and preparing multiple versions of each assessment activity, so that each time the course is offered, it will be possible to combine different assessment activities to maintain academic integrity;
- Preparing and reviewing drafts of course materials and recommending other

SCHEDULE D
COURSE REVISION AGREEMENT

SCHEDULE D

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

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

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

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

5. [Name] shall own the Intellectual Property that they create and/or provide and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.

6. If an Online Course for which [Name] was the Course Reviser does not undergo a subsequent Major Revision within five (5) Academic Years from the Academic Year in which this Major Revision is completed, this Agreement will terminate, and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.

7. By mutual agreement of the Parties, this Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.

8. At any time following seven (7) Academic Years from the Academic Year in which [Name] completes the revision of [Course XXX], other than when students have registered for an offering of the course or when the course is being delivered, [Name] may terminate this Agreement with the University and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.

9. [NAME] shall be identified clearly as the Course Reviser of [Course XXX] on the course web page and course syllabus. The Online Course web page shall carry the date of the initial development and the date of any Major Revision of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of [Name]'s Intellectual Property.

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

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

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

_____

Dan McKeown

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

_____

Leslie Jermyn

_____

Amy Kaufman

SIGNED THIS 10 DAY OF February, 2023

QUEEN'S UNIVERSITY	QUFA
Per Dan McKeown	*per James Stotz*
University Co-Chair, JCAA	*QUFA Co-Chair, JCAA*

LOA #2
RE:

QUFA
per Amy Kaufman

LOA #3 – RE: INFORMATION TECHNOLOGY DISCUSSION AT JCAA

LETTER OF AGREEMENT

BETWEEN

QUEEN'S UNIVERSITY (the "University")

AND

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

RE: Information Technology discussion at JCAA

WHEREAS the Academic

LOA #3
RE: INFORMATION TECHNOLOGY DISCUSSION AT JCAA

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

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
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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

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

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

Signed on behalf of the Association on this 10 day of February, 2023.

James Stotz

Co-Chair, JCAA

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

JOINT WORKING GROUP (JWG) TO REVIEW COMPENSATION MODEL FOR BARGAINING UNIT MEMBERS

The Parties have discussed a review of the current compensation model, to determine if updates are necessary. A Joint Working Group will be tasked with this

LOA #7
RE: ARTICLE 24.2.1