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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

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The Parties agree as follows:

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(b) Associate Deans and those persons at or above the level of Associate Dean, including the Principal and Vice-Chancellor, Vice-Principals, Associate Vice-Principals, Deans, Vice-Deans, and persons providing confidential assistance in respect of labour relations to persons in one or more of those positions; and anyone who is appointed to act in those positions;

(c) the University Librarian and the Associate University Librarian(s);

(d) the University Archivist;

(e) physicians with or without academic rank to whom the *Ontario Medical Association Dues Act*, S.O. 1991, c.51 applies;

(f) Emeritus Professors who are not Term Adjuncts;

(g) persons, including visiting fellows, who are on leave from another university, institution, firm, or government agency, unless

(i) they hold an appointment with academic rank at Queen's University at Kingston,

(ii) they carry a full range of academic responsibilities at Queen's University at Kingston, and

(iii) they are on leave without salary from their home university, institution, firm, or government agency;

(h) secondees to the Faculty of Education;

(i) post-doctoral fellows and research fellows whose remuneration is from an external source;

(j) academic and teaching assistants. An "academic assistant" or "teaching assistant" means a person who acts as an assistant to a member of the regular or adjunct academic staff and who performs such duties as tutoring, grading, lab assistance, and research assistance. Academic or teaching assistants will normally work under the direct supervision of a member of the academic staff.

(k) persons registered as students at Queen's University at Kingston who teach in the discipline in which they are registered;

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(l) persons employed in the Student Counselling Service;

(m) persons whose appointments are exclusively for work outside of the province of Ontario, including persons teaching at the International Study Centre at Herstmonceux Castle;

(n) the Executive Director and Resident (Academic) Director at the International Study Centre at Herstmonceux Castle;

(o) secondees to positions providing confidential assistance to the Principal or a Vice-Principal;

(p) secondees for a term of not less than one year to an administrative, non-academic position, so long as it is the secondee's principal responsibility;

(q) those persons who as guest lecturers provide only occasional instruction in a course; and

(r) persons engaged in supervision of students unless they are otherwise members of the Bargaining Unit.

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

1.6 A Member of the Bargaining Unit who accepts a reduced-time appointment, a reduced workload or a leave of absence shall continue to be a Member of the Bargaining Unit.

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ARTICLE 2 – DEFINITIONS

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

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ARTICLE 2
DEFINITIONS

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Dean

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

Delegate

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

Department

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

Emergency (for appointment purposes)

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

Employer

The Board of Trustees of the University.

Faculty

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

Fiscal Year

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

For the Record

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

Full-Time Equivalent (FTE)

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A full-time equivalent position at the University.

HREO

The Human Rights and Equity Office at Queen’s University.

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ARTICLE 2
DEFINITIONS

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

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ARTICLE 2
DEFINITIONS

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ARTICLE 3 – ASSOCIATION DUES

3.1 Dues Check-off

3.1.1 The University agrees to deduct

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

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

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

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

3.2 Dues Remittance and Reporting

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

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

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

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3.3 Protocol for Disputes

3.3.1 Disputes respecting a Member's objection under Article 3.1.2 shall proceed as a grievance pursuant to Article 19.

3.3.2 In the event that a Member's objection is disputed, any monies deducted pursuant to Article 3.1 shall be held in trust by the University pending the outcome of the dispute.

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ARTICLE 5 – LEGAL LIABILITY

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

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

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ARTICLE 6 – CORRESPONDENCE AND INFORMATION

6.1 Except where otherwise specified in this Agreement,

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~~appointments, including assignment of additional duties, for Members, as soon as practicable after such appointments or revisions are made;~~

~~(b)~~(c) ~~(b)~~ Years of experience (YOE) as of the preceding July 1 for all Members (except Term Adjuncts), provided once per year no later than September 15;

~~(c)~~(d) ~~(c)~~ On a monthly basis, ~~A~~an electronic list of all Members whose employment has been terminated, the date of terminations, and the categories of termination, such as expiration of contract, death, resignation and dismissal;

~~(d)~~(e) ~~(d)~~ By the end of January and July, ~~A~~an electronic list of the names and new ranks of Members who have received promotions, and the effective dates of such promotions;

~~(e)~~(f) ~~(e)~~ By the end of January, May, July and September, ~~A~~an electronic list of all Members granted on leave for the present Academic Year g .00,6 B1s

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

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

7.3 Payment in Lieu of Release Time

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

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

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

7.3.2 The amount of each payment in lieu of one (1) unit of release time per Article 7.1.2 shall be

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

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

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ARTICLE 8 – MANAGEMENT RIGHTS

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

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ARTICLE 9 – DISCRIMINATION AND ACCOMMODATION

9.1 NO REPRISAL

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

9.2 DISCRIMINATION

9.2.1 The University is subject to the requirements of the ~~Human Rights Code~~OHRC, including a prohibition on discrimination in employment on the enumerated grounds, and a duty to accommodate to the point of undue hardship.

9.2.2 There shall be no discrimination exercised or practised on the basis of political affiliation or because of membership or participation in the Association.

9.3 DUTY TO ACCCOMMODATE

9.3.1 The University's duty to accommodate as per Article 9.2.1 may include, but is not limited to, any necessary adjustments to physical work space, modification of a Member's work assignment and modification of the time requirements for tenure, promotion and continuing decisions as per Articles 30 and 31 in order to remove barriers that limit the Member's ability to meet the accepted standards.

9.3.2 The duty to accommodate, when triggered, may require the modification of measurements and indicators normally used in the assessment of a Member's work for merit, and for tenure, promotion or continuing decisions as per Articles 30 and 31, to enable the Member's full participation and recognition in the workplace.

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

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ARTICLE 10 – PAST PRACTICES

10.1 Subject to the provisions of this Agreement and except as specifically agreed between

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ARTICLE 11 – PERFORMANCE INDICATORS

11.1 "Performance indicator" includes any parameter, measure or quantitative instrument intended or used for

(a) evaluating, measuring, ranking or comparing the performance, productivity or standards of an academic Unit, Program, Faculty, School, Institute, in whole or in part; and

(b) making decisions that affect the terms or conditions of a Member's employment.

11.2 "New performance indicator" shall mean any performance indicator that was not publicly circulated at the University prior to November 1, 1996.

11.3 No new performance indicator shall be applied by any officer of the University, the Senate or any committee thereof, any Faculty, or other Unit, unless the new performance indicator has been submitted to the JCAA sufficiently in advance to permit the Association to consider its legitimacy and efficacy prior to application.

11.4 If the Association has grounds to believe that a performance indicator is invalid because, in whole or in part, it

(a) violates a term of this Agreement;

(b) is premised on false assumptions; or

(c) uses illegitimate methodology;

the Association shall submit its objections to the Provost and Vice-Principal (Academic).

11.5 If the Provost and Vice-Principal (Academic) decides not to withdraw the performance indicator, the Association has thirty (30) days to grieve pursuant to Step 2 of Article 19 on the grounds set out in Article 11.4.

11.6 The application of a performance indicator that is the subject of a grievance shall be suspended pending the disposition of the grievance.

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ARTICLE 12 – STRIKES AND LOCKOUTS

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

12.2 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, Members have the right to decline to perform the work of striking or locked-out employees.

12.3 No Member shall be disciplined for refusing to cross the picket line of another bargaining unit that is engaged in a legal strike against the University or has been locked out by the University, if any of the following applies:

(a) The Member has reasonable grounds to believe that their personal safety may be jeopardized;

(b) The Member has scheduled duties that would be affected by their declining to cross the picket line of another bargaining unit but has advised the appropriate Unit Head as early as reasonably possible, and has made alternate arrangements for carrying out the scheduled duties;

(c) The Member has scheduled duties that will not be carried out and has advised the appropriate Unit Head as early as reasonably possible that the Member will not be available, it being understood that for each day on which this occurs the Member will be deemed to have sought and been granted a one (1) day leave without pay, but with existing benefits; or

(d) The Member is a Term Adjunct and has scheduled duties which will not be carried out and has advised the appropriate Unit Head as early as reasonably possible that the Member will not be available, it being understood that for each scheduled classroom hour (or part thereof) for which this occurs, the Member will be deemed to have sought and been granted a pro rata leave without pay, but with existing benefits, based on the ratio of the scheduled classroom hours for which duties are not performed and twice the number of classroom hours in the course(s) for which the Member is appointed.

(e) Such refusal will not constitute just cause for discipline pursuant to Article 20.

12.4 Any dispute about any aspect of this provision or its application is subject to the grievance procedure pursuant to Article 19.

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

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

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

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

13.4 The JCAA shall

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

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

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14.3 Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge.

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ARTICLE 15 – ACADEMIC RESPONSIBILITIES

15.1 General

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

(a) Teaching and professional practice, which includes undergraduate and graduate teaching, counselling, supervision, and/or professional practice of Librarians and Archivists;

(b) research, scholarly, and/or creative activities; and

(c) administrative and professional service.

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

15.2 Teaching and Professional Practice

15.2.1 Examples of teaching obligations include

(a) participating in the design of the pedagogical programs of the University;

(b) performing assigned teaching duties and any other obligations related to the pedagogical programs of the University;

(c) maintaining a positive learning environment in which the expression of differing points of view is encouraged;

(d) making good use of teaching time, through effective preparation, organization and use of materials, techniques and activities;

(e) being fair in relations with students and in grading of student assignments or in the assessment of research by students, including making criteria known;

(f) being reasonably accessible to students for consultations, which, in the case of faculty Members with a full range of academic responsibilities, includes

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ARTICLE 15
ACADEMIC RESPONSIBILITIES

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

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

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

15.4 Protocol to Resolve Disputes in Conduct of Research

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

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

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

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

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

15.5.2 Members ~~have the right to~~ engage in professional service to learned societies, associations, agencies, ~~and~~ organizations or to the community, 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.

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

15.5.4 Members whose appointments do not include the full range of academic responsibilities set out in Article 15.1.1 may agree to perform administrative service responsibilities at the request of the Principal, Vice-Principal, Dean or Unit Head and shall be compensated as per Appendix Q. Refusal to accept administrative service responsibilities shall not prejudice the Member in respect of personnel processes.

15.6 Place of Work

15.6.1 The academic environment of the University is enhanced by the presence of Members on ~~the~~ campus. ~~Consequently,~~ Members with a full range of academic responsibilities are encouraged to carry out non-scheduled academic activities on campus. Nonetheless,Subject to the foregoing, Members are not required to be o7forout non-s(799 (.5()-1ic

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who is not on leave shall ensure that the Unit Head is aware of how and when the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on campus is required.

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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 ~~creator of a piece of~~ Intellectual Property on a pro rata basis.

16.2 Definitions

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

"Contributor" means any person who~~, institution, or entity which~~ has or may have made a material intellectual or artistic contribution to ~~an Invention~~Intellectual Property.

"Intellectual Property" means any subject matter that is eligible for protection by Intellectual Property Rights; such as, but not restricted to, works (including, e.g., creative works, computer software, documentation), inventions, trade-marks, industrial designs, trade secrets, and confidential information.

"Intellectual Property Rights" means any right relating to Intellectual Property, such as, but not restricted to, rights to register copyrights and rights under copyrights, moral rights, rights to obtain patents and rights under patents, rights to register trade-marks and rights under trade-marks, rights to register industrial designs and rights under industrial designs, rights under trade secrets and confidential information, and other similar rights in any country.

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

"Invention" means ~~any subject matter~~Intellectual Property that is any

new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter". ~~[*Patent Act*, R.S.C. 1985, c. P-4, s. 2], whether or not patentable;~~

~~(a) patentable research data or research tool, including, without limitation, biological material and other tangible research material; and~~

~~(b) proprietary information or know-how, or trademark related to any of the foregoing items;~~

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

"Inventor" means a~~ny~~ Member ~~(or Members)~~ who has ~~made or developed an Invention or has~~ contributed materially to the final conception of an Invention claimed in a patent application, as determined under Article 16.5.4.

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

16.3 Ownership and Rights Respecting All Forms of Intellectual Property

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

~~(a)~~ any other written arrangement agreed to in advance by the University on behalf of the Member ~~for certain types of funding~~ in support of their research provided that the requirements of Article 16.3.2 and Article 16.3.3 have been met; or

~~(b)~~ any conveyance by the ~~creator~~ Member of their ownership by individual contract; or

~~(c)~~ any grant to the University of a license to use specific copyright material for educational or research purposes by individual contract.

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

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

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ARTICLE 16

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

16.5 Commercialization of an InventionIntellectual Property

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certifying that they are satisfied as to the completeness and accuracy of the Inventorship Investigation.

~~16.5.5~~ The University shall require that agreements between ~~an Inventor~~a Member and the Office of the Vice-Principal (Research) or its delegate in relation to the commercialization of ~~an Invention~~Intellectual Property provide that ~~an Inventor~~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 ~~Invention,~~Intellectual Property, under the following circumstances:

~~(a)~~ Where the restrictions associated with the exploitation are substantially interfering with the ability of the ~~Inventor~~ Member to pursue their scholarly research and the ~~Inventor~~ Member agrees not to seek subsequently to exploit the intellectual property for commercial purposes,

~~(b)~~ The Office of the Vice-Principal (Research) or its delegate has failed to bring appropriate skills and effort to bear on the exploitation over a period of time, or

~~(c)~~ Where the Office of the Vice-Principal (Research) or its delegate has provided an Inventorship Investigation ~~to the Inventor~~ in accordance with Article 16.5.4(b) to a Member identified as an Inventor and the Inventorship

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

16.6 Commercialization of an Invention by Independent Action

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

~~16.6.2~~ A Member shall not owe the University any portion of proceeds realized for the commercialization of Intellectual Property by independent action.

~~16.6.2 For the purposes of Article 16.6.1, the Office of the Vice-Principal (Research) or its delegate shall be deemed to be a suitable vehicle for commercialization if it has an adequate capacity to undertake the commercialization in an expeditious manner and it has sufficient prior experience with the type of Invention or with the type of commercialization likely to yield a good return for the Invention.~~

~~16.6.3 Any dispute as to whether the Office of the Vice-Principal (Research) or its delegate is a suitable vehicle for commercialization of a particular Invention is grievable under Article 19 of this Agreement.~~

~~16.6.4 All proceeds received by the University under Article 16.6.1 shall be allocated to a fund at the University to be used exclusively for direct support of research by Members.~~

~~16.6.5 The Association shall receive yearly accounts of the receipts and disbursements of the fund described in Article 16.6.4 and its disbursements.~~

~~16.7 Protocol to Resolve Disputes Respecting Intellectual Property Rights~~

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ARTICLE 16

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ARTICLE 17
FRAUD & OR MIS

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(h) Material failure to meet relevant legal requirements that relate to the conduct MI

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documentation concerning the allegation except any arbitration report, which is a public document.

17.4.4 The University shall have the onus of establishing fraud or misconduct in academic research and scholarly activity. Any finding of fraud or misconduct in academic research and scholarly activity shall require clear, cogent and convincing proof of dishonest intent or reckless disregard for the likelihood to mislead.

17.4.5 A statement from the University that a Member was guilty of fraud or misconduct in academic research and scholarly activity, with or without any formal sanctions as provided in Article 20, constitutes discipline.

17.4.6 If the University's invest.3(.) [ition rr wanarbitratir wn Aber-5.6(Ar)8(s igrievacer sutatin a)5.4(n)-.3( )

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

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

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

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

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

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

(b) engage any individual with whom the Member has an immediate familial, sexual or financial relationship in any capacity for which remuneration comes from University funds or from funds administered by the University.

18.2 Conflict of Commitment

18.2.1 Article 18.2 applies to Members whose FTE is greater than, or equal to, eighty (80) percent.

18.2.2 With the acceptance of an appointment of greater than, or equal to, eighty (80) percent FTE at the University, a Member makes a professional commitment to the University. Such Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional and academic activities (herein referred to as “external activities” for the purposes of Article 18.2) can bring benefits to and enhance the reputation of the University and the capacity of Members, the University agrees that Members may engage in part-time external activities, paid or unpaid, provided that such external activities do not conflict or interfere with the Member’s responsibilities to the University as defined at Article 15 of this Agreement.

18.2.3 An exception to the prohibition set out at Article 18.2.2 against a Member’s external activities conflicting or interfering with the Member’s responsibilities to the University may be granted by the Dean subject to the process set out at Articles 18.2.4 through 18.2.6.

18.2.4 Where a Member wishes to undertake an external activity that has the potential to interfere with any of the Member’s responsibilities to the University as defined at Article 15 of the Agreement, the Member must seek approval from the Dean to undertake the

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

(a) a full description of the nature of the external activity;

(b) an estimate of the time required or the time period to perform the external activity (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the external activity is scheduled to take place, etc.);

(c) the extent of the use, if any, of University facilities, supplies, or employees;

(d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and

(e) the impact the activity will have on teaching, research, and service responsibilities.

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

18.2.6 If the external activity would substantially detract from the fulfillment of the Member's responsibilities, the Dean may require, as a condition of granting approval, that the Member take full or partial release time without pay; moreover, if a Member wishes to continue such external activity beyond the time period approved as per Article 18.2.4 (b), ~~indefinitely,~~ the Member may be required to relinquish their status as a full-time appointee.

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

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

18.2.9 For any external activity:

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Committee member would not be able to decide the matter impartially because of either a positive or negative bias. Where such a person:

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

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

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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.

~~19.1.2 The Parties agree to use every reasonable effort to resolve grievances arising from this Agreement informally, amicably and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential and are without prejudice.~~

~~19.1.3~~ The Association may assume any individual or group grievance at any stage. No individual or group grievance shall proceed to Step 2 unless it has been assumed by the Association and the Aand ofthe Assume any in7.92 419.1str ine shall prAand of( )]TJ ET 117 44 42

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Intention to Grieve with the responding party to the grievance. The Notice of Intention to Grieve shall be in the form prescribed in Appendix B to this Agreement and shall set out the event, transaction, decision, or set of circumstances which are the subject matter of the grievance.

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

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

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

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

19.4.4 Within ten (10) working days of its receipt of the Notice of Intention to Grieve, the Party responding to the grievance shall, after consultation with the other Party schedule a Step 1 meeting to be convened no later than ~~forty (40)~~twenty-five (25) working days from the date of scheduling. At the Step 1 meeting shall be the relevant

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documents so disclosed for the use of all participants at the Step 1 meeting.

19.4.6 The purpose of the Step 1 meeting is to resolve informally the issue raised by the grievance. The meeting, if it is not by mutual agreement continued on a later date, shall

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

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

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

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

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

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

19.6 Powers of the Arbitrator

19.6.1 The arbitrator shall have the following powers:

(a) To adjudicate all differences between the Parties, including the question of arbitrability of an issue, and the power to determine all questions of fact and law that arise;

(b) All the powers of an arbitrator as set out in ss. 48 (12) and (13) of the Ontario *Labour Relations Act*, 1995, S.O. 1995, c.1, Sched. A, or as amended;

(c) To mediate the issue between the Parties at any stage in the proceedings with the consent of the Parties. If mediation is not successful, the arbitrator retains the power to determine the issue by arbitration;

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ARTICLE 19
GRIEVANCE AND ARBITRATION

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ARTICLE 20 – DISCIPLINE

20.1 General

20.1.1 A Member may be disciplined only for just and sufficient cause, and only in accordance with the provisions of this Article.

20.1.2 The Parties accept that discipline shall be progressive with the aim of being corrective; the appropriateness of any disciplinary measure rests on both the cause and any relevant prior imposition of discipline.

20.1.3 When the alleged cause is of a type for which a separate institutional policy exists, the procedures of such a policy should be followed to the extent that they are not in conflict with this Agreement, but in the event that such a policy is inconsistent with this Agreement, and either the ~~C~~complainant or ~~R~~respondent is a Member, this Agreement shall prevail. The University shall instruct all of the employees who have the responsibility to carry out any of these separate procedures to notify affected Members that they may in confidence seek the advice and assistance of the Association. The Parties agree to consult in order to identify the responsible employees referred to above.

20.1.4 A Member may not be disciplined for violation of a rule, regulation or instruction unless

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Member of their right to seek advice from the Association, and ~~inviting~~ requiring the Member to respond to the allegation by meeting with the person(s) investigating the allegation. ~~or by submission of materials, or both, as the Member sees fit.~~ 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), Dean, or delegate invites the Member to meet to discuss the allegation, the invitation must be in writing and must allow the Member at least ~~two (2)~~five (5) full working days to obtain advice or assistance from the Association;

(b) promptly inform the Association of an investigation of allegation(s) pertaining to the Member;

(c) give due consideration to any suggestions or evidence from the Member which might expedite or simplify the investigation, or render it unnecessary; it is understood that any statement made by any person at this stage is without prejudice;

(d) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless the Provost and Vice-Principal (Academic), Dean, or delegate has reasonable grounds to believe that such confidentiality may place a person at risk of significant harm; and

(e) notify the Member and the Association of the tentative results of the investigation within five (5) working days of such results being known.

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

20.3.6 The notification of Article 20.3.4(e) shall either advise the Member that discipline is not warranted and that no discipline will be imposed, or shall advise that a meeting should be convened to afford the Member an opportunity to make submissions, including

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ARTICLE 20
DISCIPLINE

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ARTICLE 21 – HARASSMENT

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

21.1.2 Subject to the requirements of Article 21.3, if an issue of harassment and/or discrimination arises which is both grievable under this Collective Agreement and subject to a complaint under the University's policies and procedures regarding discrimination, harassment and/or violence, ~~Harassment/Discrimination Complaint Policy and Procedure,~~ and if a Member wishes to formally proceed with the issue, they ~~shall~~ may elect to ~~either~~ grieve and/or proceed under the University's policies and procedures regarding discrimination, harassment and/or violence. Where an issue is proceeding under the University's policies and procedures regarding harassment, discrimination and/or violence, the timelines for a grievance and arbitration shall be automatically extended until those procedures have been completed. ~~Harassment/Discrimination Complaint Policy and Procedure.~~

21.1.3 In all dealings with the University on matters of harassment, Members, whether complainants, respondents or witnesses, have the right to be represented or accompanied by someone of the Member's choosing; at the Member's option this may be someone appointed by the Association.

21.2 Personal/Workplace Harassment

21.2.1 For the purposes of this Agreement, Personal or Workplace Harassment is

(a) oral, written, or physical behaviour or visual display that, when viewed objectively, is of a bullying, intimidating, or abusive nature; or

(b) oral, written, or physical behaviour or visual display that, when viewed objectively, is persistent, and which the instigator knows or ought reasonably to know, creates an intimidating or hostile working or learning environment.

21.2.2 Personal or Workplace Harassment can also be the cumulative effect of the action described in Article 21.2.1.

21.2.3 The reasonable exercise of administrative authority does not of itself constitute Personal or Workplace Harassment. Administrative authority will not be exercised in any way that constitutes Personal or Workplace Harassment. Communication of negative assessments arising from the exercise of academic judgment does not of itself constitute Personal or Workplace Harassment.

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ARTICLE 21
HARASSMENT

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ARTICLE 23 – PRIVACY

23.1 Surveillance and Electronic Monitoring

23.1.1 Any surveillance or electronic monitoring, which includes analysis of passively collected electronic data, must be undertaken and used in accordance with University policies and guidelines and relevant legislation. ~~the University Freedom of Information and Protection of Privacy guidelines and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chap. F.31 as amended.~~

23.1.2 The University shall establish policies to govern who has the authority to initiate surveillance, the duration of any surveillance, where images or audio recordings shall be stored, who shall have access to such recordings, and how long such recordings shall be retained. The University shall establish policies to govern electronic monitoring and passively collected electronic data and how such data will be managed. In developing such policies, the University shall consult and cooperate with the Association in making reasonable provisions to protect the health, safety and security of Members.

23.1.3~~2~~ The Parties recognize that the safety of Members, staff, students and the general public may require ~~the violation of individual privacy through~~ the installation of video cameras, audio recorders or other monitoring devices or practices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits and hallways. Any such public area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.

23.1.4~~3~~ Surveillance devices and practices shall not be placed or implemented within a Member's office, private work space, or private laboratory without the consent of that Member. Any such area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.

23.1.5~~4~~ ~~The University shall establish policies to govern who has the authority to initiate surveillance, the duration of any surveillance, where images or audio recordings shall be stored, who shall have access to such recordings, and how long such recordings shall be retained.~~ The University shall log all instances of active surveillance or active electronic monitoring of any Member. Following any such activities, and at least annually, the University shall share ~~and give access to~~ this log with ~~to~~ the Association ~~upon request~~. The log shall indicate who ~~initiated~~ approved the surveillance or monitoring, the duration of the surveillance or monitoring, the location in which the

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images or audio recordings or data are being stored, who ~~has~~ was granted access to such recordings or data, and how long the recordings or data are to be retained.

23.1.6~~5~~ If no active surveillance or active electronic monitoring was undertaken in a calendar year, the University shall submit a report to that effect to the Association. ~~In developing surveillance policies under Article 23.1.4, the University shall consult and cooperate with the Association in making reasonable provisions to protect the health, safety and security of Members.~~

23.1.7~~6~~ 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

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that is subject to additional privacy and confidentiality requirements, such as data stewardship obligations and additional requirements imposed by research ethics boards.

23.2.2 The Provost and Vice-Principal (Academic) may authorize access to a Member's computing and network account(s) with the University, and/or a device(s) acquired with University administered funds, in the following circumstances: ~~only~~

(a) if there are reasonable grounds to believe that the Member may be threatening the security and integrity of the computing or network facilities, violating any software licensing agreement, or attempting to access another user's account or data without that user's permission;~~.~~

(b) If there are reasonable grounds to believe the Member is committing illegal acts or the University must do so to fulfill an order of the court;

(c) If there are reasonable grounds to believe that the Member may be threatening the security, health or safety of others;

(d) If there are reasonable grounds to believe that the Member is acting in violation of this Agreement or a situation contemplated in Article 20.3.1;

(e) In exceptional circumstances, if the University requires access to the Members' administrative service files or student records for the purposes of carrying on business and the Member does not provide them.

23.2.3 When the Provost and Vice-Principal (Academic) authorizes access to material that is subject to additional privacy and confidentiality requirements, such as data stewardship obligations and additional requirements imposed by research ethics boards, and before the Member's material is accessed, the University shall provide clear notification of and rationale for any intended access to the affected Member and to the Association.

23.2.4 If no actions were taken under Article 23.2.2 in a calendar year, the University shall submit a report to that effect to the Association.

23.2.5~~2~~ Notwithstanding Article 23.2.2~~1~~, the University retains the right to administer its information technology system to block, intercept, prevent or limit the sending or receipt of unsolicited communications and files. The sole purpose of this Article is to enable the University to filter spam, viruses and other similar malicious communications and files.

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

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

(d) ~~no candidate shall be recommended who does not meet the criteria for the appointment in question.~~

~~24.1.5~~ Consistent with Article 24.1.2, ~~principles of employment equity~~, the Parties agree that in the evaluation of applicants for renewal, tenure and promotion:~~,~~

(a) the application of the criteria ~~adopted~~ must not directly, indirectly, and/or systemically ~~systematically~~ discriminate against members of equity-deserving~~seeking~~ groups, and the criteria shall ~~be reviewed periodically to ensure that they do~~ not undervalue work which may be performed disproportionately ~~is done predominantly~~ by members of the equity-deserving~~seeking~~ groups; ~~and~~

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

~~(b)~~(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)~~ten (10)~~ years, a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice from the ~~Equity Office.~~ HREO.

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ARTICLE 24
EMPLOYMENT EQUITY

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in other Canadian universities that Queen's is strongly committed to employment equity, diversity, and inclusion in the workplace and encourages applications from Black, racialized/visible minority and Indigenous people, women, persons with disabilities, and 2SLGBTQ+ persons, and invites qualified candidates to apply; ~~inviting all qualified individuals, including women, visible minorities, Aboriginal peoples, persons with disabilities, and persons of any sexual orientation or gender identity to apply for advertised positions;~~

~~(e)~~(f) Other measures as authorized by the Dean, or University Librarian, ~~or University Archivist,~~ in consultation with the Unit Head or Director or equivalent representative of Members of the Department or Unit, and/or the HREO ~~Equity Office~~; and

~~(f)~~(g) Other measures as recommended by either Party or by the HREO ~~Equity Office~~, and agreed to by the Parties.

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

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(a) A leading candidate who is a Canadian citizen or permanent resident of Canada shall be recommended for the appointment;

(b) If Article 24.3.3(a) does not distinguish a leading candidate because more than one of the leading candidates are Canadian citizens or permanent residents of Canada,

(i) a leading candidate (who is a Canadian citizen or permanent resident of Canada) who is from the Designated Group that is most under-represented in the Unit from among the Designated Groups that one or more of the leading candidates are member(s) of (according to the Unit's equity profile provided by the ~~Equity Office~~HREO pursuant to Article 24.4.1) shall be recommended for the appointment.

(ii) if Article 24.3.3(b)(i) does not distinguish a leading candidate because more than one of the leading candidates who are Canadian citizens or permanent residents are from the same under-represented Designated Group, a leading candidate (who is a Canadian citizen or permanent resident of Canada) who is also a member of one of the next most under-represented Designated Groups in the Unit shall be recommended for the appointment;

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

(c) If Article 24.3.3(a) does not distinguish a leading candidate because none of

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ARTICLE 24
EMPLOYMENT EQUITY

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ARTICLE 25 – APPOINTMENTS

25.1 General

25.1.1 Types of Appointments

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

25.1.2 Tenure or Tenure-Track Faculty Appointments

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

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

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

25.1.3 Adjunct Faculty Appointments

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

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

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

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

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

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

25.1.5 Librarian and Archivist Appointments

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

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

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

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

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