

THIS COLLECTIVE AGREEMENT

between

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

and

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

AUGUST 29, 2011 TO APRIL 30, 2015

Contact Information for the Parties:

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The Parties agree as follows:

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ARTICLE 1
RECOGNITION AND DEFINITION OF BARGAINING UNIT

- 1.1 The University recognizes the Association as the exclusive bargaining agent of the Members of the Bargaining Unit. Until the Parties agree otherwise, the Bargaining Unit is defined by the certificates of the Ontario Labour Relations Board, dated November 7, 1995 and May 1, 2003. These certificates and subsequent amendments, if any, shall be deemed to be incorporated into and become part of this Collective Agreement.
- 1.2 Notwithstanding any other provision of this Agreement, it is the intention of the Parties to only amalgamate the bargaining units defined by the Labour Relations Board certificates referred to in Article 1.1 and to neither expand nor constrict the categories of persons covered by them.
- 1.3 Subject to Article 1.4, Members in the Bargaining Unit are all persons employed as members of the academic staff of **Queen's University at Kingston**, in the province of Ontario, including
- (a) persons who hold an appointment to the academic staff with Tenure, as defined by Article 25 of this agreement;
 - (b) persons who hold a Renewed Tenure-track, Initial Tenure-track, Non-Renewable, Non-Renewable Replacement, or appointment with academic rank, as defined by Article 25 of this agreement;
 - (c) Special appointees who hold an appointment with academic rank and normally carry responsibility for a full range of academic duties, as defined in Article 25 of this agreement;
 - (d) Term Adjuncts and Continuing Adjuncts as defined in Article 25 of this agreement;
 - (e) persons who hold Initial, Renewed, Continuing or contractually limited Term appointments as Librarians, as defined by Article 25 of this agreement;
 - (f) persons who hold appointments from the Principal as Archivists with the University Archives as defined by Article 25.
- 1.4 The Bargaining Unit excludes members of the academic staff of Queen's University who are
- (a) full voting members of the Board of Trustees;

ARTICLE 1
RECOGNITION AND DEFINITION OF BARGAINING UNIT

- (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;

ARTICLE 1
RECOGNITION AND DEFINITION OF BARGAINING UNIT

- (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.

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:

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 annual 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.

Adjuncts/Adjunct Faculty Members

Members of the Bargaining Unit who are Term or Continuing Adjuncts.

ARTICLE 2 DEFINITIONS

Administrative Leave

Leave granted to a Department Head in recognition of accumulated administrative service.

Administrative Stipend

A portion of a Member's actual salary that is paid for administrative responsibilities.

Agreement

The Collective Agreement negotiated between and ratified by the University and the Association.

Association

The Queen's University Faculty Association (QUFA).

Bargaining Unit

The Bargaining Unit as defined by the Certificates 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 the Agreement of the Parties.

Board

The Board of Trustees of Queen's University at Kingston.

Continuing Appointment

An appointment of a Librarian Member, Archivist Member, or Continuing Adjunct faculty Member without term, subject to the provisions of this Agreement.

Day

A calendar day.

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

ARTICLE 2 DEFINITIONS

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 and the School of Graduate Studies and Research), 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)

A full-time equivalent position at the University.

ARTICLE 2 DEFINITIONS

Infant Child or Infant

A Member's child who is less than one (1) year of age.

Joint Committee on the Administration of the Agreement or JCAA

The Committee as described in Article 13 of this Agreement.

Library 'Department'

A discipline-based unit or division within the Library.

Library 'Department' Head

A librarian who has administrative responsibility for a discipline-based unit or division within the Library.

Member

A person included in the Bargaining Unit as defined by the Certificates issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 or May 1, 2003 as may be amended by the OLRB or by agreement of the Parties.

Nominal Salary

The annual salary rate associated with a full-time appointment, excluding any additional payments such as administrative stipends or overload payments.

Overload Payment

Payment for overload teaching, or payment for Association duties pursuant to Article 7.1.

PARTEQ

PARTEQ Development Research Innovations, a body corporate incorporated under the laws of the Province of Ontario.

ARTICLE 2 DEFINITIONS

Parties

The Parties to this Agreement, namely the Board of Trustees of Queen's University at Kingston and the Queen's University Faculty Association (QUFA).

Personnel Committees

Renewal, Tenure/Continuing Appointment and Promotion Committees and Term Adjunct Appointments Committees of Units pursuant to the Agreement.

Plenary Meeting

A meeting of a Unit that is open to all academic staff of the Unit.

President

The President of the Queen's University Faculty Association (QUFA).

Principal

The Principal of Queen's University at Kingston.

Program

A related set of academic activities, normally leading to a degree, which may be within an academic unit or supported by more than one (1) academic unit.

Provost and Vice-Principal (Academic)

The Provost and Vice-Principal (Academic) of Queen's University at Kingston.

Queen's National Scholar (QNS)

A Queen's National Scholar appointed pursuant to the Queen's National Scholar Program.

Regular Faculty Member

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

ARTICLE 2 DEFINITIONS

Regular Salary

The portion of a Member's actual salary paid for his/her normal workload for the year (whether full-time or part-time), not including administrative stipends or overload payments.

Renewable

An appointment type which may or may not be renewed.

Renewable Adjunct Appointment

An appointment type which may or may not be renewed.

Senate

The Senate of Queen's University at Kingston, as constituted by the Royal Charter of 1841 as amended from time to time.

University

Queen's University at Kingston as established by the Royal Charter of 1841, as amended from time to time, or any officers authorized to act on behalf of the University.

Unit

An academic unit is: a non-departmentalized Faculty or School headed by a Dean; a Department or School headed by a Director, Head or Chair in a non-departmentalized faculty; the University Library; the University Archives.

Unit Head

The Head, Chair, or Director of a Department or School in a departmentalized Faculty; the Dean of a non-departmentalized Faculty or School, the University Librarian or University Archivist.

Week

Seven consecutive days.

**ARTICLE 2
DEFINITIONS**

Working Day

Monday through Friday of any week, excluding official holidays and periods during which the University is officially closed.

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 one (1) month 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.

**ARTICLE 3
ASSOCIATION DUES**

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.

ARTICLE 4 COPIES OF THE AGREEMENT

- 4.1 The Parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the Parties agree should be distributed.
- 4.2 Subsequent to ratification, the Parties will cooperate in any technical editing still required. This process shall not delay implementation or signing of the Agreement. As soon as practicable following the completion of technical editing by the Parties, the University shall provide the Association with seventy-five (75) printed copies for its own use.
- 4.3 The official copy of the Agreement shall be posted on the University's website as soon as it is practicable to do so following the ratification and technical editing of the Agreement. Where appropriate, the website will also provide links to Memoranda of Agreement of general application concerning the Agreement.

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 his/her academic responsibilities so long as the Member has exercised due diligence to act in accordance with the University's copyright policy. Upon request, the University shall provide professional advice to any Member about access to, and use of, copyrighted material for academic purposes.

ARTICLE 6 CORRESPONDENCE AND INFORMATION

- 6.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental to it shall pass between the President and the Principal, or their designates.
- 6.2 The University shall provide the Association with the following information no later than January 15, May 15, July 15, and September 15 each year (unless otherwise stipulated below) for the duration of this Agreement:

- (a) For all Members (except Term Adjuncts), an electronic list containing the name, employee ID number, appointment, rank, date of appointment to each rank, birth date, gender, University address, University e-mail address, FTE and nominal and actual salary. For Term Adjuncts, an electronic list containing the name, employee ID number, title, rank, contract start and end dates, gender, Unit, University address, e-mail address, remuneration for each course, identification of course(s) and proportion of course(s) taught, remuneration for and identification of additional duties, Years of Teaching Experience, and Right of Renewal/Reappointment status.

The lists required by Article 6.2(a) shall be supplemented with the names and information of any additional Members and details of any revisions to appointments, including assignment of additional duties, for Members, as soon as practicable after such appointments or revisions are made;

- (b) Years of experience (YOE) as of the preceding July 1 for all Members (except Adjuncts), provided once per year no later than September 15;
- (c) 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) An electronic list of the names and new ranks of Members who have received promotions, and the effective dates of such promotions;
- (e) An electronic list of all Members granted leave for the present Academic Year or part thereof and the type of leave granted; and
- (f) Commencing September 15, 2012, an electronic list of all Members on Long-Term Disability as of the date the list is produced.
- 6.3 The University shall provide the Association with the following information:
- (a) Approved minutes of the Pension Committee, the audited and other reports concerning the pension and benefit plans, and two (2) copies of the current plan and any amendments to the plan;

**ARTICLE 6
CORRESPONDENCE AND INFORMATION**

- (b) The materials provided quarterly to the Board that track the University's financial position throughout the year;
- (c) Two (2) copies of the annual audited financial statements of the University when approved by the Board;
- (d) Timely disclosure of the existence and scope of any Faculty-wide, Library-wide, Archive-wide, or University-wide planning activities which
 - (i) have direct financial impact on the Members; or
 - (ii) otherwise substantially impact on the terms and conditions of employment of the Members.
- (e) Two (2) copies of the latest University budget and budget reports when released to the Board;
- (f) Notice of meetings, agenda and a copy of the public minutes of the Board at the time of distribution;
- (g) Notice of meetings, agenda and a copy of the public minutes of the Senate at the time of distribution;
- (h) The names and University addresses, if any, of all persons appointed or elected to positions on the Board and the Senate, together with the names of persons appointed or elected to Board or Senate committees with any terms of reference of those committees at the time of their election or appointment;
- (i) Such other information as may be set out elsewhere in this Agreement that is required to be given.

6.4 The Association agrees to provide the University with the following information:

- (a) A copy of any Association communication bulletin for Members when and in the same format as it is distributed to Members;
- (b) An up-to-date copy of the Constitution and By-laws of the Association for Members;
- (c) An up-to-date list of the Executive Committee of the Association and all other standing committees of the Executive pertaining to this Bargaining Unit after changes to the composition of those committees;

ARTICLE 6
CORRESPONDENCE AND INFORMATION

(d) Notice and Agenda of the Association's General Meetings (regular and special) when and in the same format as they are distributed to Members, and Minutes of those meetings after approval;

(e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

6.5 Unless otherwise provided by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University. All communications required by Article 19 and Article 20 shall be delivered during business hours in a manner that permits acknowledgment of receipt if requested or if required by this Agreement. Any email delivered outside of business hours shall be deemed to have been delivered at 8:30 a.m. on the next business day. The Parties agree to provide acknowledgment of receipt within forty-eight (48) hours of receipt of such communications.

ARTICLE 7 ASSOCIATION RIGHTS

7.1 Units of Release Time

- 7.1.1 On May 1 of each year, the University shall accord to the Association at no cost twelve (12) units of support for the Association President and other officers designated by the Association, the value of which shall be calculated according to Article 7.2 and subject to a maximum for all twelve (12) units of ninety-seven thousand and fifty dollars (\$97,050.00) for the year 2011-2012 and increased by the across-the-board scale increase in subsequent years.
- 7.1.2 At the request of the Association, the twelve (12) units of support shall be provided as either
- (a) release time;
 - (b) payments in lieu of release time which can be in the form of stipends or overload payments made directly to the individual as taxable income; or
 - (c) research grants.
- 7.1.3 Each half-course (0.5 credit or equivalent) course release, or ten (10) hours per week per academic term for librarians and archivists, shall be considered one (1) unit of release time.
- 7.1.4 The Association shall pay the difference between the total cost calculated pursuant to Article 7.2 and the maximum prescribed in Article 7.1.1, if any. In any year, the Association may also purchase additional release time from the University for the Association President and other officers designated by the Association at the rates set out in Article 7.2.
- 7.1.5 The University and the Association shall reimburse the affected Units directly for payments made under Article 7.1.1 and Article 7.1.2.

7.2 Cost of Release Time

- 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.

ARTICLE 7 ASSOCIATION RIGHTS

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 seven thousand four hundred and six dollars (\$7,406) for the year 2011-2012 and increased by the across-the-board scale increase in subsequent years.

7.4 Requests for Release Time

7.4.1 The University will make every reasonable effort to accommodate any request for release time, but will guarantee release time effective September 1 of any year if the request is made in writing to the University prior to the preceding May 15.

7.4.2 No request for release time of a full-time Member shall result in a reduction of teaching to less than one (1) half-course (0.5 credit) or the pedagogical equivalent per academic year.

7.5 Space and Services

7.5.1 The University will provide the Association at no rent office space which will accommodate the Association support staff, a private office and meeting space, comprising the building at 9 St. Lawrence Avenue.

7.5.2 The Association may use all internal services to be charged at the internal user rate.

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 booking procedures and regulations.

ARTICLE 7
ASSOCIATION RIGHTS

7.5.5 The Association's staff will be paid through the University payroll system at the Association's expense and may participate in the range of benefit options available to the Association Members with the same costs and payment arrangements. Any employer's contributions will be paid by the Association.

7.6 **Committees**

7.6.1 The Association shall have three (3) observers on the Board of Trustees.

7.6.2 A properly designated Association observer shall receive notice of all meetings and all documentation circulated to members of the Board, and shall be entitled to attend and participate in all meetings except for closed session portions. An observer may not vote on any issue.

7.6.3 The Association will have the right to select two (2) members of the Queen's Pension Committee.

7.6.4 Work in any year by Members of the Bargaining Unit on the Association's Executive Committee, the Council of Representatives, or other committees or sub-committees shall be considered by the University as service to the academic community performed by the Member in any year. Such work shall be included in, and covered by, Article 5.1.

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.

ARTICLE 9 NON-DISCRIMINATION AND ACCOMMODATION

9.1 NON-DISCRIMINATION

- 9.1.1 Every Member has a right to claim and enforce his or her rights under this Article without reprisal or threat of reprisal for so doing.
- 9.1.2 There shall be no discrimination, interference, restriction or coercion exercised or practised regarding any term or condition of employment, including but not limited to, salary, rank, appointment, promotion, tenure, termination of employment, lay-off, sabbatical leave, other leaves, or benefits by reason of sex, age, race, creed, colour, ancestry, national origin, place of birth, language (except where competence in the language is a bona fide occupational requirement), political or religious affiliation or belief, clerical or lay status, citizenship (except for new appointments, as provided for through this Agreement), sexual orientation, physical attributes, spousal status, family relationship, physical or mental ill-health, illness or disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), place of residence (except where the place of residence would prevent the carrying out of any part of the required duties), or membership or participation in the Association.
- 9.1.3 This Article shall not preclude any equity measures agreed to by the Parties or required by law, including but not limited to employment and pay equity.
- 9.1.4 Policy(ies), practice(s) or act(s) which create(s), intentionally or unintentionally, a sustained negative working climate which can reasonably be attributed to any of the prohibited grounds in Article 9.1 will be considered discrimination.

9.2 ACCOMMODATION

- 9.2.1 The University has a duty to accommodate Members with a physical or mental disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position). Such accommodation shall be reasonable and shall be provided unless there is undue hardship to the University, as defined by law, considering the cost, outside sources of funding, if any, and health and safety requirements if any.
- 9.2.2 Accommodation may include, but is not limited to, any necessary adjustments to physical work space and modification of a Member's work assignment. Such accommodation also includes, but is not limited to, modification of the time requirements for tenure and promotion decisions. In all such cases, the purpose of the accommodation is to remove barriers that limit the Member's ability to meet the

ARTICLE 9
NON-DISCRIMINATION AND ACCOMMODATION

accepted standards for tenure and promotion. In particular cases, measures used in the assessment of a Member's performance against prescribed standards for merit, tenure or promotion may need to be modified if the indicators themselves handicap the Member from achieving full participation or recognition in the workplace.

9.2.3 The University shall engage (at the University's expense), an individual having appropriate expertise (either internal or external to the University) to assess the need for accommodation and to advise on an appropriate plan.

9.2.4 If medical evidence is required to establish the need for accommodation, the Associate Vice-Principal (Faculty Relations) or delegate shall request that the Member provide a medical certificate dealing with the Member's ability to perform her/his responsibilities. If the Associate Vice-Principal (Faculty Relations) or delegate has reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member.

**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 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.

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 his/her personal safety may be jeopardized;
 - (b) The Member has scheduled duties that would be affected by his/her 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.

**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 four (4) representatives of the University, including the Provost and Vice-Principal (Academic) or designate, and four (4) representatives of the Association. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.
- 13.3 When practicable, appointments to the Committee shall be for the lifetime of this Agreement.
- 13.4 The JCAA shall
- (a) endeavour to maintain and develop a spirit of cooperation and mutual respect;
 - (b) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;
 - (c) endeavour to facilitate better working relationships between the University and the Association and its Members;
 - (d) endeavour to foster better communications between the various components of the University community;
 - (e) carry out functions specifically delegated by this Agreement.
- 13.5 The JCAA shall seek the timely correction of conditions that may give rise to misunderstandings in the application of the Agreement. To that end, the JCAA shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. Any amendments or modifications to the Agreement shall not be effective unless approved by the University and the Association.
- 13.6 The JCAA shall determine its own procedures, subject to the following provisions:
- (a) The JCAA shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University who shall

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

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 receipt of a request of either Party. In any event the JCAA shall meet at least twice yearly during the academic year. Each member of the JCAA shall receive notice not less than five (5) working days before the scheduled date of the meeting, and shall receive the Agenda of the meeting at least two (2) working days in advance;
- (c) The Parties may, by mutual consent, expand the JCAA to create sub-committees of the JCAA on a parity basis to perform particular functions arising from particular Articles.

ARTICLE 14 ACADEMIC FREEDOM

14.1 Generally,

- (a) the unimpeded search for knowledge and its free expression and exposition are vital to a University and to the common good of society;
- (b) Members have the right to academic freedom which shall include the freedom, individually or collectively, to develop and transmit knowledge and opinion through research, study, discussion, documentation, production, creation, teaching, lecturing and publication, regardless of prescribed or official doctrine, and without limitation or constriction by institutional censorship; and
- (c) the Parties agree to uphold and to protect the principles of academic freedom, not to infringe upon or abridge academic freedom as set out in this Article, and to use all reasonable means in their power to protect that freedom when it is threatened.

14.2 Academic freedom includes the following interacting freedoms: freedom to teach, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials. Academic freedom ensures that

- (a) Members teaching courses have the right to the free expression of their views, and may choose course content, use teaching methods and refer to materials without censorship or reference or adherence to prescribed doctrine;
- (b) Members have the freedom to carry out scholarly research without reference or adherence to prescribed doctrine;
- (c) Members have the right to publish the results of their research without interference or censorship by the institution, its agents or others;
- (d) Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Association; and
- (e) Members have the freedom to exercise professional judgment in the acquisition of materials, and in ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.

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,

ARTICLE 14
ACADEMIC FREEDOM

teaching, publication and other forms of scholarly expression in an honest search for knowledge.

- 14.4 Academic freedom does not confer legal immunity; nor does it diminish the obligation of Members to meet their responsibilities to the University, including those set out in Article 15.
- 14.5 In the exercise of academic freedom, Members shall respect the academic freedom of others. In addition, Members are expected to recognize the rights of other members of the academic community — faculty, staff and students.
- 14.6 In any exercise of freedom of expression, Members should not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

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) undergraduate and graduate teaching, counselling, supervision, and/or professional practice of Librarians and Archivists;
- (b) research, scholarly, and creative activities; and
- (c) academic, professional and University community 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.

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

ARTICLE 15 ACADEMIC RESPONSIBILITIES

(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 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 his/her 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.

15.2.4 Should a Term Adjunct at the request of the Principal, Vice-Principal, Dean or Head of a Unit, agree to assume committee responsibility, the Member shall be compensated at an appropriate rate. Refusal to assume such committee work shall not prejudice a Term Adjunct's eligibility for reappointment.

15.2.5 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, Scholarship 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 be entitled and expected to devote a reasonable proportion of 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 Agreement, and to meet the recognized ethical standards of the national granting councils, including ethical guidelines for work with animal or human subjects.

ARTICLE 15 ACADEMIC RESPONSIBILITIES

- 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.
- 15.5 **Service to the Community**
- 15.5.1 Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 have the responsibility to meet administrative service

ARTICLE 15 ACADEMIC RESPONSIBILITIES

responsibilities. Each Member whose appointment includes the full range of academic responsibilities set out in Article 15.1.1 shall be entitled and expected to accept a fair and reasonable share of administrative 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. 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 participate in the work of learned societies, associations, agencies and professional organizations. When a Member's service to such societies, associations, agencies or organizations conflicts with scheduled teaching or administrative duties, the Member shall make the appropriate arrangements to ensure her or his scheduled teaching or administrative duties are fulfilled. A Member's service to such societies and associations shall be treated in the same way as similar community service duties performed within the University.

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, Members are not required to be on campus to fulfill all of their responsibilities as outlined in this Article whenever another location is as appropriate for that purpose and absence does not conflict with their other obligations under this Article. However, each Member 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.

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 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:

"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 that is

- (a) 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;
- (b) patentable research data or research tool, including, without limitation, biological material and other tangible research material; and
- (c) proprietary information or know-how, or trademark related to any of the foregoing items;

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 any Member (or Members) who has made or developed an Invention or has contributed materially to the final conception of an Invention.

"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.

ARTICLE 16

INTELLECTUAL PROPERTY

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 arrangement agreed to in advance for certain types of funding provided that the requirements of Article 16.3.2 and Article 16.3.3 have been met; or
 - (b) any conveyance by the creator of his/her ownership by individual contract; or
 - (c) any grant to the University of a licence 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 his/her Intellectual Property must be conveyed by the University to a third party as a condition of funding or support of his/her 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.
- 16.3.4 In any arrangement covered by Article 16.3.2 the University must ensure the conditions for the discharge of contractual obligations by the Member and the University are clearly stipulated and that the third party has no contractual right to oppose the terms of Article 16.3.3.
- 16.3.5 A Member is free to publish or use other means to place the Intellectual Property in the public domain, subject to any conveyance or arrangement agreed to by the Member.

16.4 Procedures Applicable to Commercialization of an Invention

- 16.4.1 No Inventor is obliged to engage in commercialization of an Invention. The Inventor is free to publish or use other means to place the intellectual property in the public

ARTICLE 16 INTELLECTUAL PROPERTY

domain as an alternative to the provisions contained in Article 16.5, subject to any conveyance or arrangement agreed to by the Member.

- 16.4.2 If an Inventor wishes to pursue commercialization, he or she shall disclose the Invention and the names of all co-Inventors to the Office of the Vice-Principal (Research) as soon as practicable. Disclosure shall be on the PARTEQ "Invention Disclosure Form" or such other form prescribed by the Office of the Vice-Principal (Research).
- 16.4.3 Upon disclosure of an Invention, the Office of the Vice-Principal (Research) shall investigate with due diligence the extent of involvement of any and all co-Inventors whether or not they are identified on the Invention Disclosure Form.
- 16.4.4 Inventors have the right to determine whether to engage in commercialization of the Invention as long as such commercialization is consistent with the University's research policy and contractual constraints that may apply in individual cases.
- 16.4.5 Upon application to the Vice-Principal (Research), PARTEQ shall have an exclusive opportunity for ninety (90) calendar days to make an offer for commercialization acceptable to the Inventor(s). Any application and its contents shall be kept in confidence by PARTEQ and the University.
- 16.4.6 The Inventor has no obligation to accept a PARTEQ offer. The consent of all Inventors is required before a PARTEQ offer may be accepted.
- 16.4.7 PARTEQ may decline to make an offer for commercialization for business reasons.

16.5 **Commercialization of an Invention Through PARTEQ**

- 16.5.1 If an Inventor elects to use the services of PARTEQ and PARTEQ agrees to commit its resources for the protection and commercialization of the Invention, the sharing of net revenues will be in accordance with the business practices of PARTEQ, as approved by its Board of Directors, or in accordance with the agreement between the Inventor(s) and PARTEQ.
- 16.5.2 An agreement between an Inventor and PARTEQ may provide for the assignment by the Inventor of moral rights respecting modification.
- 16.5.3 All agreements between an Inventor and PARTEQ shall contain a provision for the settlement of disputes by arbitration, with the costs to be divided equally. The

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University undertakes to make all reasonable efforts to assist in the resolution of such disputes. Any periodic review of the relationship with PARTEQ by the University shall take fully into account the level of satisfaction of Inventors who have contracts with PARTEQ.

16.5.4 An Inventor has the right to withdraw from agreements with PARTEQ under the following circumstances:

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

(b) PARTEQ has failed to bring appropriate skills and effort to bear on the exploitation over a period of time.

16.5.5 The applicability of Article 16.5.4 may be the subject of a grievance under Article 19.

16.5.6 In the case of Article 16.5.4(a), the Inventor is not obliged to repay the disbursements of PARTEQ. In the case of Article 16.5.4(b), the Member shall be liable to PARTEQ for its disbursements. The Inventor shall then be reassigned the title and beneficial interest in the intellectual property.

16.6 **Commercialization of an Invention by Independent Action**

16.6.1 If an Inventor elects to protect or commercialize an Invention without PARTEQ and if PARTEQ was a suitable vehicle for commercialization of the Invention, the Inventor shall pay the University, in lieu of costs, twenty-five (25) percent of any net proceeds of commercialization of the Invention exceeding five hundred thousand dollars (\$500,000.00).

16.6.2 For the purposes of Article 16.6.1, PARTEQ 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 PARTEQ is a suitable vehicle for commercialization of a particular Invention is grievable under Article 19 of this Agreement.

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INTELLECTUAL PROPERTY

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

16.7.1 Inventors with a dispute as to whether to commercialize, or whether to commercialize through PARTEQ or by independent action, shall attempt to resolve it through the following process:

(a) The Inventors shall meet with the Vice-Principal (Research) or his or her designate to discuss the dispute and explore possible resolutions;

(b) If the preceding step does not resolve the dispute, the Inventors shall, by mutual agreement, identify and engage the services of an independent mediator to assist them. The following terms conditions apply:

(i) The costs associated with the mediation shall be shared equally by disputants.

(ii) Upon conclusion of the mediation, the mediator shall immediately advise PARTEQ in writing if no settlement is reached.

16.7.2 Any information exchanged orally or in writing in an effort to resolve a dispute under Article 16.7 shall be on a without-prejudice basis and shall not be disclosed beyond the participants without their unanimous written consent.

**ARTICLE 17
FRAUD & MICONDUCT IN ACADEMIC
RESEARCH AND SCHOLARLY ACTIVITY**

17.1 General

17.1.1. This Article pertains to academic activities related to a Member's employment at the University and to academic activities in which the Member has identified an affiliation with Queen's University.

17.2 Definition

17.2.1 Fraud or misconduct in academic research or scholarly activity may include, but is not limited to, one or more of the following:

- (a) Fabrication or falsification of research data or source material;
- (b) Plagiarism;
- (c) Failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source. (This applies to the unattributed use of any work produced by others in all formal and informal teaching materials.);
- (d) Failure to obtain the permission of the author before making significant use in any publication of information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
- (e) Attribution of authorship to persons other than those who have participated in the work sufficiently to take responsibility for its intellectual content;
- (f) Submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;
- (g) Material failure to meet relevant legal requirements for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- (h) Material failure to meet relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- (i) Failure to reveal conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or

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manuscripts for publication, or to test products for sale or for distribution to the public.

17.2.2 Nothing in Article 17.2.1 shall be construed to restrict the academic and artistic freedom of creative artists.

17.2.3 Factors intrinsic to the process of academic research and scholarly activity (such as honest error, conflicting data, or differences in interpretation of data, or differences in assessment of experimental design or practice) do not constitute fraud or misconduct.

17.3 Retention of Research and Scholarly Materials

17.3.1 Members shall retain for at least five (5) years research and scholarly activity materials that are within their personal control.

17.3.2 Subject to Article 17.3.1, no Member shall be dismissed for fraud or misconduct in academic research and scholarly activity when the Member cannot reasonably defend her/himself because the means of proof is no longer available due to the effluxion of time.

17.4 Procedures

17.4.1 All allegations of fraud or misconduct in academic research and scholarly activity shall be in writing, with documented evidence, signed, dated and forwarded to the Vice-Principal (Research). The Vice-Principal (Research) or delegate shall investigate the allegations in accordance with the provisions of Article 20.

17.4.2 A Member against whom an allegation of fraud or misconduct has been made shall be responsible for providing the Vice-Principal (Research) or delegate access only to research and scholarly activity materials that are in her or his possession, power or control but not to materials that are publically available.

17.4.3 If the University decides after investigation not to take disciplinary action against the Member named in the allegation or if an arbitrator in the Member's grievance decides in her/his favour, the University shall remove from the Member's Official File and destroy all documentation concerning the allegation except any arbitration report, which is a public document.

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- 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 investigation or an arbitrator in the Member's grievance sustains an accusation of fraud or misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the Vice-Principal (Research) or delegate will normally inform the agency or publisher concerned.
- 17.4.7 No person consulted by any party concerning the case shall be appointed as an arbitrator in any subsequent arbitration dealing with these allegations.

17.5 The University's Responsibilities

- 17.5.1 The University shall take such steps as may be necessary and reasonable to
- (a) protect the reputation and credibility of Members wrongfully accused of fraud or misconduct in academic research and scholarly activity, including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation;
 - (b) protect the rights, positions and reputations of Members who in good faith make allegations of fraud or misconduct in academic research and scholarly activity, or whom it calls as witnesses in an investigation. Such protection shall include the provision of legal counsel and the payment of other reasonable legal and related costs should the Member be sued for her/his participation in any investigation or arbitration proceedings;
 - (c) minimize disruption to the research of the person making the allegation and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
 - (d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in (a) to (c) above.

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RESEARCH AND SCHOLARLY ACTIVITY**

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

ARTICLE 18

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

18.1 Conflict of Interest

18.1.1 General

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

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

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

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

18.1.1.5 The person to whom the Member reports, following the receipt of the disclosure under Article 18.1.1.4, and after consultation with the Member and any other appropriate persons, shall determine whether a conflict, actual or apparent, exists, and determine an appropriate way to deal with the actual or apparent conflict of interest.

18.1.1.6 The resolution of the matter by the individual to whom the person reports shall be made in writing. Where no resolution of the matter is made at this level, the matter will be referred to the next higher level of authority for decision.

18.1.2 Relations with Students

18.1.2.1 Without limiting the generality of the above, a Member

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- (a) shall not accept additional remuneration for tutoring any student enrolled in the University where such tutoring relates to the student's course or program at the University;
- (b) who becomes involved in a personal, intimate relationship with a student with whom the Member has a supervisory or evaluative relationship has an obligation to disclose this relationship in accordance with Article 18.1.1.4;
- (c) who has an evaluative relationship with a student shall not employ that student in certain capacities (e.g. under contract, as a consultant, as an employee of a company in which the Member has a financial interest), without disclosure per Article 18.1.1.4 and the prior approval of the Unit Head per Article 18.1.1.5 and Article 18.1.1.6. Members are not obligated to disclose the employment of a student as a research or teaching assistant; and
- (d) should not assign students to research projects sponsored by a business in which the Member or a member of his/her family has a financial interest without disclosure to the student, and disclosure per Article 18.1.1.4 and the prior approval of the Unit Head per Article 18.1.1.5 and Article 18.1.1.6.

18.1.3 Contractual and Financial Matters

18.1.3.1 Notwithstanding Article 18.1.1.4, a Member who has any interest, direct or indirect, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and is part of the decision-making process shall

- (a) declare the nature and extent of the interest as soon as possible and no later than the meeting at which the matter is to be considered;
- (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 she/he has an immediate familial, sexual or financial relationship, has a material financial interest; or

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- (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 activities 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 professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement, subject to the following conditions:

- (a) When a Member's outside activities involve the use of the University's facilities, supplies and services, their use shall be subject to the prior approval of the University. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs.
- (b) The name of the University shall not be used in any related professional activity unless agreed, in writing, by the Provost and Vice-Principal (Academic) or Dean, although nothing shall prevent the Member from stating the nature and place of her/his University employment, rank and title(s) in connection with related professional activities, provided that she/he shall not purport to represent the University or speak for it without prior authorization, or to have the University's approval unless that approval has been given in writing.
- (c) A description of the nature and scope of all significant external professional activity shall be included in the Member's annual report. Examples of significant activities include, but are not limited to, the following:
 - (i) Any activity that either alone, or in combination with other activities, exceeds twenty (20) percent of the time required by the Member's full-time academic duties;

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- (ii) Any activity for which prior permission has been granted;
- (iii) Teaching at another university or institution;
- (iv) Consulting and entrepreneurial activities;
- (v) Activities that are service commitments to an outside body, association or group.

18.2.3 If a Member plans to undertake an external activity that has the potential to interfere with some of the aspects of the Member's University responsibilities (see Article 18.2.4), the Member must disclose and seek approval from the Dean to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing and shall include

- (a) a full description of the nature of the work or activity;
- (b) an estimate of the time required or the time period to perform the work (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the activity is scheduled to take place, etc.);
- (c) the extent of the use, if any, of University facilities, supplies, support staff or students;
- (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.

18.2.4 The following factors shall serve as guidelines to determine whether the external activity pursuant to Article 18.2.3 requires prior disclosure to, and approval by, the Dean:

- (a) The activity is one that necessitates a rescheduling of teaching sessions, or that reduces student access to the Member;
- (b) The activity is one that results in the Member having less time to devote to his/her research interests; or
- (c) The activity is one that reduces the Member's ability to meet the Department's or Unit's service obligations.

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- 18.2.5 The Dean shall evaluate the request in light of the extent to which the activity will enhance or detract from the Member's fulfillment of his/her responsibilities.
- 18.2.6 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.
- 18.2.7 If the substantial external commitment (either paid or unpaid) would 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 activity indefinitely, the Member may be required to relinquish his or her status as a full-time appointee.
- 18.2.8 Whenever the significant external activities of a Member change materially, the Member is obligated to inform the Dean, in writing. Members should disclose expected changes at least thirty (30) days before the activity is to commence and prior to the Member making a firm commitment to undertake the activities.
- 18.2.9 All information or reports disclosed in accordance with this Article will be confidential.

ARTICLE 19 GRIEVANCE AND ARBITRATION

19.1 General

- 19.1.1 A grievance is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.
- 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 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, the grievor(s), the Association or the University may request mediation of the dispute. The other Party has five (5) working days to indicate its consent to the mediation. Mediation will only proceed if the grievor(s) and the Parties consent. A request for mediation does not, without the consent of the Parties, extend the time available to commence a Step 2 proceeding.

19.2 Types of Grievances

- 19.2.1 A grievance may be one (1) of the following types:
- (a) Individual grievance: an individual Member grieves against the University;
 - (b) Group grievance: two (2) or more Members join together to grieve against the University for the same or similar reason, or based on the same or similar event, transaction or decision;
 - (c) Association grievance: the Association grieves against the University's interpretation, application, administration or alleged violation of this Agreement; or

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

19.3 Informal Dispute Resolution

19.3.1 Prior to proceeding to a grievance, either Party or a Member (with or without the assistance of the Association), may seek informal resolution of the dispute.

19.3.2 Attempts at an informal resolution of the dispute shall proceed expeditiously and shall be without prejudice to any subsequent grievance.

19.3.3 If the dispute is resolved informally, all decisions, agreements and resolutions shall be committed to writing. Any resolution committed to writing shall, to the extent possible, preserve the privacy of the persons involved and shall be without prejudice and shall not constitute a precedent.

19.4 Step 1

19.4.1 Within fifteen (15) working days of an event, transaction, decision, or the end of a set of circumstances, or fifteen (15) working days from the date the grievor(s) knew or ought reasonably to have known of the relevant event, transaction, decision or set of circumstances, the grievor(s) shall file a written Notice of Intention to Grieve with the responding party to the grievance. The Notice of Intention to Grieve shall be in the form prescribed in Appendix B to this Agreement and shall set out the event, transaction, decision, or set of circumstances which are the subject matter of the grievance.

19.4.2 The responding party to the grievance shall notify the grievor(s) of receipt of the Notice of Intention to Grieve within two (2) working days.

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 in receipt of the grievance, by advising in writing no later than ten (10) working days following the date on which it has provided

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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 the receipt of Notice of Intention to Grieve, the University shall, after consultation with the other parties to the grievance schedule and convene a Step 1 meeting. At the Step 1 meeting shall be the relevant University administrative officer with the jurisdictional authority to resolve the grievance, the person whose actions or decisions are the subject matter of the grievance, and the grievor(s). The Association shall send up to two (2) representatives unless it waives its right of participation by written notice to the University delivered prior to the Step 1 meeting. The University may send one (1) other representative if it chooses. The representative of either the University or the Association who attends a Step 1 meeting with the authority to resolve the grievance shall not be a person who has made or participated in the making of any decision which has led to the grievance. By the agreement of the Parties, the Step 1 meeting may comprise only the relevant University administrative officer with the jurisdictional authority to resolve the grievance and the Association's designated grievance officer.
- 19.4.5 No later than five (5) working days prior to the Step 1 meeting, the University, the grievor(s) and the Association, if it participates, shall, upon request, disclose all relevant documents. Disclosure is subject to a claim of confidentiality made by the participant who possesses the document or has it within her/his power, custody and control. A claim of confidentiality can relate only to potential prejudice to another party.
- 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 end with a memorandum which either sets out the terms of resolution, or records the end of the meeting without resolution. If either party concludes that a Step 1 meeting in progress is not contributing to the resolution of the matter, that party can end the meeting, and the outcome of the Step 1 meeting be recorded as "without resolution", as provided for above. The memorandum shall be signed by the grievor(s), a representative of the University and a representative of the Association, if it participated. If the Association did not participate, a copy of the memorandum must be delivered to it by the University within two (2) working days.
- 19.4.7 The responding party to the grievance shall have fifteen (15) working days from the date of the Step 1 meeting to respond to the grievance in writing, unless the time for such response is extended by mutual agreement between the Parties. The absence of a written response within this time limit shall be taken as a denial of the grievance as of the date that the written response was due.

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19.5 Step 2

- 19.5.1 The Association or the University has twenty (20) working days from the date of receiving the written response to the grievance within which to file with the other party a Notice of Intention to Proceed to Step 2. In a case where the Association or the University has waived the Step 1 meeting per Article 19.4.3, either Party has twenty (20) working days from the date of the notice waiving the Step 1 meeting within which to file with the other Party a Notice of Intention to Proceed to Step 2.
- 19.5.2 The Notice of Intention to Proceed to Step 2 shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that allegedly has been violated, and the relief sought from the arbitrator.
- 19.5.3 Upon receipt of a Notice of Intention to Proceed to Step 2, the University and the Association shall select an arbitrator by mutual consent, or failing that shall select an arbitrator by the method of alternating challenge from the list of arbitrators in Appendix C to this Agreement. The procedure can be repeated if the selected arbitrator cannot accept the appointment.
- 19.5.4 Prior to the appointment of the arbitrator the Parties shall agree upon the expected duration (in days) of the hearing.
- 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:

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- (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;
- (d) To admit, in the interest of a fair and expeditious hearing, only evidence that is relevant, and any objection to relevance must be determined by ruling;
- (e) To admit evidence that would not be admissible in a court of law only if the arbitrator determines that the evidence is relevant, reliable and its probative value outweighs any prejudice its admission might produce;
- (f) To determine the rules of procedure, which shall be just and equitable and intended to provide a fair and expeditious hearing;
- (g) To determine at the commencement of the Step 2 arbitration a disputed claim of confidentiality made under Article 19.4.5;
- (h) To grant such interim orders, including interim relief, as the arbitrator considers appropriate, except for interim reinstatement;
- (i) To make such orders or give such directions as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and
- (j) Where the arbitrator determines that a Member has been dismissed or disciplined for cause but the Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, to substitute such other penalty that seems just and reasonable in all the circumstances.

19.7 Costs of the Arbitration

- 19.7.1 Each Party shall bear the expense of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The costs of the arbitration, consisting of the fees and expenses of the Arbitrator and the cost of accommodating the hearing, shall be borne equally by the Parties except as follows:

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- (a) In the case of a successful grievance against the termination of a Member's employment, or a successful grievance where the arbitrator finds that the Member's academic freedom or rights of non-discrimination have been violated and certifies that this finding is central to the resolution of the grievance, the arbitrator shall have the power to award costs against the University. A successful grievance is one in which the arbitrator grants in full the remedy sought by the grievor or grants substantial relief and expressly finds that the grievor's position has been vindicated;
- (b) If a grievance against the University or the Association is found to be frivolous or vexatious or entirely without substance, the arbitrator shall have the power to award costs against the Party that served the Notice to Proceed to Step 2;
- (c) If the primary issue in any grievance is the failure of a Party to perform an obligation under this Agreement to deliver data or information, and the arbitrator finds that the Party failed, without reasonable justification, to perform its obligation, the costs of the arbitration shall be borne entirely by the unsuccessful Party;
- (d) If the subject matter of a grievance involves a process under this Agreement and the arbitrator finds that
 - (i) adequate notice, as required by the Agreement, was not provided, or was not provided within a reasonable time; or
 - (ii) an undertaking was breached,and material prejudice resulted therefrom, the arbitrator shall have the power to award the fees and expenses of the Arbitrator, fully, or in part, to the successful Party;
- (e) No award of costs shall be made unless the Parties have been given an opportunity to address the cost issue.

19.8 Procedural Defects

- 19.8.1 The parties to a grievance may agree to extend any time limits specified in this Article. The arbitrator shall have the power to relieve against non-compliance with any time limit.
- 19.8.2 A request to extend the time limit in Article 19.5.1 above for a period of not more than fifteen (15) working days shall not be unreasonably refused.

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19.8.3 No minor technical or clerical violation in the grievance procedure or any document required by it shall prevent a grievance from being heard on its merits or affect the jurisdiction of the arbitrator.

19.9 **Grievance Protection**

19.9.1 A Member who has exercised his or her right to grieve under this Article shall not be subject to retribution.

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 Complainant or 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 that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.
- 20.1.5 All disciplinary measures are grievable. In all matters of discipline, a Member shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association. In all cases, the burden of proof is on the University.

20.2 Forms of Discipline

- 20.2.1 The only disciplinary measures that may be taken by the University against a Member are the following:
- (a) Written reprimand;
 - (b) Suspension with pay;
 - (c) Suspension without pay; or
 - (d) Dismissal

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- 20.2.2 For Tenured faculty Members, Continuing Adjunct faculty Members or Librarians or Archivists with Continuing appointments, dismissal means the termination of appointment without the Member's consent before retirement.
- 20.2.3 For all Members whose appointment type is not identified in Article 20.2.2, dismissal means the termination of appointment before the end of their contract.
- 20.2.4 The standard for dismissal shall only be gross misconduct, incompetence or persistent neglect of academic duties. Gross misconduct includes a pattern of serious misconduct.
- 20.2.5 Layoff, as provided in Article 38 or Article 39, is not dismissal for the purposes of this Article.
- 20.2.6 Suspension means relieving a Member of all University duties and some or all of the Member's University privileges for cause without her or his consent.
- 20.2.7 A written reprimand must be specific and must be clearly identified as being a disciplinary measure.
- 20.3 Investigative Process**
- 20.3.1 The Provost and Vice-Principal (Academic), Dean, or delegate may investigate any allegation about a Member if she/he reasonably believes that a situation may exist that would warrant disciplinary proceedings against the Member. The conduct of all or part of such investigations may be delegated to appropriate persons. In all cases, the person leading the investigation shall be an individual who has had no previous decision-making authority respecting the allegation.
- 20.3.2 The investigation is not a disciplinary matter. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms with Article 20.3.1 and Article 20.3.4 respectively.
- 20.3.3 A Member's privacy shall be respected during an investigation although it is understood that some revelation of the allegation may be unavoidable in order not to seriously compromise the investigation.
- 20.3.4 If the alleged facts occurred more than six (6) months before the allegation was received by the Provost and Vice-Principal (Academic), Dean, or delegate, the

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University shall normally not investigate and the matter shall be considered closed. However, for serious reasons, including, but not limited to, safety concerns, the acquisition of evidence not previously available, a continuing pattern of conduct, the request by the Member who is the subject of allegations, or the requirements of any external funding agency, the University may, in its discretion, investigate the matter, and, if warranted, discipline the Member.

20.3.5 As soon as practicable after commencing an investigation, the Provost and Vice-Principal (Academic), Dean, or delegate shall

- (a) promptly and fully advise the Member in writing of the nature and substance of the allegation and the scope of the investigation, including advising the Member of her or his right to seek advice from the Association, and inviting the Member to respond to the allegation by meeting or by submission of materials, or both, as the Member sees fit. 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) full working days to obtain advice or assistance from the Association;
- (b) 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;
- (c) 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
- (d) notify the Member of the tentative results of the investigation within five (5) working days of such results being known.

20.3.6 Notwithstanding Article 20.3.5(a), 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(d) stage at which point all relevant information must be, or have been, disclosed.

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20.3.7 The notification of Article 20.3.5(d) 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 documents or oral evidence, with respect to the tentative results of the investigation or 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.

20.4 Imposition of Discipline

20.4.1 Only the Provost and Vice-Principal (Academic), Dean, or Dean on the recommendation of the Unit Head, can issue a written reprimand, or suspend or dismiss a Member.

20.4.2 Disciplinary measures shall take effect immediately, except that if a Member grieves a suspension without pay, the Member shall continue to receive his/her pay until the grievance is decided or the term of the Member's appointment has ended, whichever is the lesser period. In the case of dismissals based on grounds of incompetence or persistent neglect of academic duties, the Member's pay is continued until the time available to initiate a grievance has passed. If a Notice of Intention to Grieve is filed, the Member shall continue to receive his/her pay until the grievance is decided or until the Member's appointment has ended, whichever is the lesser period. In the case of a dismissal based on the grounds of gross misconduct where a Notice of Intention to Assume the Grievance is filed by the Association, the Member shall receive his/her pay until the grievance is decided or until the Member's appointment has ended, whichever is the lesser period.

20.4.3 Notwithstanding the above, the University may suspend a Member with full pay and may relieve a Member of some or all of the Member's duties and/or privileges in accordance with the provisions in Article 22.

20.4.4 If a Member grieves a written reprimand, the written reprimand shall not be included in the Member's Official File until the grievance is dismissed.

20.4.5 Any record of a written reprimand shall be removed from a Member's Official File after forty-eight (48) months

(a) from the date of the written reprimand; or

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- (b) in the event the written reprimand is grieved, from the date the grievance is dismissed,

provided that no subsequent discipline has been imposed within that period. After removal, such discipline cannot be offered in aggravation of penalty in a subsequent disciplinary proceeding.

- 20.4.6 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.
- 20.4.7 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 Harassment/Discrimination Complaint Policy and Procedure, and if a Member wishes to formally proceed with the issue, s/he shall elect to either grieve or proceed under the University's 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.
- 21.2.4 Personal or Workplace Harassment shall be dealt with pursuant to Article 20.

ARTICLE 21 HARASSMENT

21.3 Harassment and Discrimination Contrary to Human Rights

- 21.3.1 The Parties consider harassment as described in the University's Harassment/Discrimination Complaint Policy and Procedure (the "Policy") to be a serious offence which violates fundamental human rights, personal dignity and integrity.
- 21.3.2 Except as hereinafter provided, the Policy applies to all Members. Amendments to the Policy during the term of this Agreement shall only apply to Members with the consent of the Association.
- 21.3.3 A Member who is a respondent to a complaint made under the Policy (the "Respondent") is bound by the provisions of the Policy until such time as a formal hearing has been completed and a sanction, if any, has been imposed on the Respondent pursuant to the provisions of the Policy.
- 21.3.4 The Respondent may either appeal the finding of harassment/discrimination and/or the sanction determined by the Harassment/Discrimination Complaint Board in accordance with the appeal procedures set out in the Policy or pursuant to the provisions of the grievance procedure in Article 19. The Respondent shall, within ten (10) working days of the final disposition of the matter by the Harassment/Discrimination Complaint Board, advise the Secretary of the University in writing that he/she wishes to appeal under the Policy or grieve under this Collective Agreement the decision of the Harassment/Discrimination Complaint Board as to responsibility and/or sanction.
- 21.3.5 In the event that a complainant seeks to appeal the decision of the Harassment/Discrimination Complaint Board as to responsibility and/or sanction, the appeal or grievance of the Respondent shall be held in abeyance pending the conclusion of the complainant's appeal.
- 21.3.6 Within ten (10) working days following the disposition of the complainant's appeal, if any, or of the Respondent's notice to the Secretary of the University pursuant to Article 21.3.4, of a Notice of Appeal, the Respondent shall consult with the Association to determine whether the Association will support a grievance in respect of the finding of responsibility and/or sanction. Within ten (10) working days of the initiation of consultation with the Association, the Respondent shall advise the Secretary of the University whether the Respondent wishes to continue with the appeal procedure under the Policy or pursue a grievance under the provisions of this Agreement. It is understood that the Respondent must choose one (1) procedure or the other in totality.

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It is further understood that no grievance may be processed to arbitration without the consent and support of the Association pursuant to Article 19.

- 21.3.7 In the event that a grievance is pursued with respect to the issue of responsibility and/or sanction, the matter shall be dealt with *de novo* and no regard shall be had either in the grievance procedure or before the arbitrator to the evidence and arguments before the Harassment/Discrimination Complaint Board. In the event that the grievance is filed with respect to the sanction only, the Parties shall rely on the written statement of reasons produced by the Harassment/Discrimination Complaint Board pursuant to the Policy. The Parties may, however, adduce any evidence and make any additional arguments in respect of the appropriate sanction to be imposed.
- 21.3.8 The arbitrator shall have full authority to make any determination with respect to fact and law that the arbitrator deems to be necessary and appropriate and to substitute any sanction ordered by the Harassment/Discrimination Complaint Board that the arbitrator determines to be just and equitable in the circumstances.
- 21.3.9 At any arbitration proceeding, a complainant who is a Member is entitled to attend as an observer throughout the hearing and may make a final submission on the evidence personally or through counsel. This complainant may, with the permission of the arbitrator, adduce relevant evidence in addition to that which has been adduced by the Parties if the arbitrator concludes that such evidence will assist the disposition of the matter.
- 21.3.10 In the event that a complaint against the Respondent is upheld following the hearing, and the University takes disciplinary action against the Respondent, a record of the disciplinary action shall be placed in the Respondent's Official File. In addition, all documents relating to the complaint shall be kept confidential by the Human Rights Office.
- 21.3.11 In the event that the complaint against the Respondent is not upheld, which here shall mean that there is no finding of harassment or other misconduct by the Respondent, no reference shall be placed or retained in the Respondent's Official File and no regard may be had to the fact of the complaint in any proceeding or in any other consideration of rights, privileges or benefits of the Respondent. In the case of such an outcome, any documents in the possession of the University relating to the complaint shall be destroyed six (6) months after the release of the decision except that a copy of the decision shall be retained by the Human Rights Office to be used only for statistical or archival purposes. The decision shall be kept confidential.

ARTICLE 21 HARASSMENT

21.3.12 In the event of a conflict between this Agreement and the Policy, this Agreement shall take precedence.

21.4 Harassment by Students

21.4.1 For the purposes of Article 21.4, “harassment” is as defined in Article 21.2.1(a) and (b) and Article 21.2.2.

21.4.2 Members are entitled to be free from harassment by students.

21.4.3 The University shall adopt rules and procedures to promote Article 21.4.2 as agreed by the Parties in the Letter of Agreement dated June 28, 2011 and to respond to those actions that are inconsistent with it.

21.4.4 The University shall take reasonable steps to publicize the rules and procedures adopted under Article 21.4.3. The University shall also inform the Association.

21.4.5 The rules and procedures shall indicate who has the responsibility to advise Members and to take action in response to Members’ concerns about harassment by students. The University shall provide training to the persons who have the responsibility to advise Members and to take action in response to Members’ concerns about harassment by students.

21.4.6 The University shall inform Members of the appropriate steps they should take in response to those actions that are inconsistent with this policy.

ARTICLE 22
SAFETY AND SECURITY

22.1 Public Safety and Security: Emergency Suspension with Full Pay

22.1.1 Notwithstanding the provisions of Article 20.2.1 and Article 20.2.6, the University may suspend a Member with full pay and may relieve a Member of some or all of his/her duties and/or privileges when

(a) the University has reasonable and probable grounds to believe that the failure to take the action outlined herein would result in significant harm to a person associated with the University or University property; and

(b) the University has considered all reasonable alternatives.

22.1.2 In such situations, as soon as practicable

(a) the basis of the University's actions shall be fully disclosed to the Association through the Grievance Officer (or delegate) and the Member affected; and

(b) Association and Member affected shall be given reasonable opportunity to address the basis for such belief outlined in Article 22.1.1(a) should they choose to do so and to suggest alternatives to the suspension.

22.1.3 The suspension of the Member under the provisions of this Article shall be for a period no longer than reasonably necessary to address the concern of the University.

22.1.4 Notwithstanding the foregoing, the University's actions under Article 22 are grievable under the provisions of Article 20. The University shall, in any such grievance, have the onus of establishing that it has met the conditions set out herein.

22.2 Health, Safety and Security

22.2.1 The University and the Association agree to promote safe, secure and healthy working conditions and procedures, and to encourage Members to adopt and follow sound health, safety and security procedures in the performance of their work.

22.2.2 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

(a) to maintain the joint health and safety committees required by the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended from time to time and ensure that the Association has the right to appoint at least

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SAFETY AND SECURITY

- one (1) representative to each joint health and safety committee that covers areas where Members are employed;
- (b) to cooperate with the Association in making reasonable provisions for the safety, health and security of Members;
 - (c) to take reasonable measures to protect the health, safety and security of Members;
 - (d) to take those measures that are reasonable to maintain the security of the buildings, offices and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours;
 - (e) to ensure that the Association has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety and security of Members as they carry out their responsibilities; and
 - (f) to comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended from time to time.

ARTICLE 23 PRIVACY

23.1 Surveillance

- 23.1.1 Any surveillance must be undertaken and used in accordance with 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 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.
- 23.1.3 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.
- 23.1.4 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 surveillance and give access to this log to the Association upon request. The log shall indicate who initiated the surveillance, the duration of the surveillance, the location in which the images or audio recordings are being stored, who has access to such recordings, and how long the recordings are to be retained.
- 23.1.5 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.
- 23.1.6 Information obtained through surveillance devices and practices shall not be used in any evaluation of a Member's teaching or research performance, in any renewal, promotion or tenure proceeding, nor shall it be made part of a Member's Official file.

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- 23.1.7 Information obtained through surveillance devices and practices shall not be used in any disciplinary action unless such information shows evidence of unlawful activity or a breach of this Agreement.
- 23.1.8 Information obtained through surveillance devices and practices shall be disclosed only to Queen's Security and the Vice-Principal (Finance and Administration) unless
- (a) the information indicates the commission of unlawful activity and should be shared with the police or;
 - (b) the information should be shared with others in order to meet the University's obligation to protect the health, safety and security of Members, students and other employees.

23.2 **Security of Personal and Professional Communications**

- 23.2.1 Members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form, subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA) and any other legal requirement. The Provost and Vice-Principal (Academic) may authorize access to a Member's computing and network account(s) with the University only 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.
- 23.2.2 Notwithstanding Article 23.2.1, 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 Information Systems Security Manager shall review the Information Systems Security Standards (pursuant to the Policy approved by the Senate on September 25, 2003) to ensure that they are consistent with Article 23.2. In conducting this review the Information Systems Security Manager shall consult with the Senate Information Technology Committee, the Freedom of Information and Protection of Privacy Officer, the Human Rights Office and QUFA. Any recommendations for revisions shall be submitted to the Senate Information Technology Committee for approval.

ARTICLE 24 EMPLOYMENT EQUITY

24.1 General

- 24.1.1 In accordance with the University's equity goals, the Parties' commitment to non-discrimination as contained in Article 9 of this Agreement, and to the principles of employment equity, the University and the Association recognize the responsibility and the need to promote equity in the employment of women, visible minorities, Aboriginal people, persons with disabilities, persons of any sexual orientation or gender identity and such other groups as may be designated by legislation.
- 24.1.2 In this Article, "Designated Groups" refers to women, members of visible minorities, Aboriginal peoples, and persons with disabilities (and such other groups as may be included in the definition of "designated groups" in the *Employment Equity Act*, S.C. 1995, c.46, as amended from time to time). "Equity-seeking groups" includes the four Designated Groups plus persons of non-heterosexual orientation or gender identity.
- 24.1.3 Consistent with principles of employment equity, the University shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of equity-seeking groups, and to recognize the value that diversity adds to the academic activities of the University.
- 24.1.4 Consistent with principles of employment equity, the Parties agree that for appointment to positions to the University,
- (a) the primary criterion is academic and professional excellence; and
 - (b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 24.1.5 Consistent with principles of employment equity, the Parties agree that in the evaluation of candidates for appointment, renewal, tenure and promotion,
- (a) the criteria adopted must not systematically discriminate against members of equity-seeking groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the equity-seeking groups; and
 - (b) candidates shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.

ARTICLE 24
EMPLOYMENT EQUITY

24.2 Appointments and Personnel Committees

24.2.1 Persons (including 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 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.

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-seeking groups, including the following:

- (a) Advertisements and postings shall include the following statement: "The University invites applications from all qualified individuals. Queen's is committed to employment equity and diversity in the workplace and welcomes applications from women, visible minorities, Aboriginal people, persons with disabilities, and persons of any sexual orientation or gender identity";
- (b) Advertisements shall be placed on the University and Unit websites, and in appropriate professional journals, and other venues intended to reach prospective candidates from equity-seeking groups;
- (c) Copies of all such advertisements shall be transmitted to the Equity Office;

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- (d) The appropriate Dean and/or Unit Head or Director, University Librarian or University Archivist, as applicable, shall communicate to his/her counterparts in other Canadian universities inviting all qualified individuals, including women, visible minorities, Aboriginal people, persons with disabilities, and persons of any sexual orientation or gender identity to apply for advertised positions;
- (e) Other measures as authorized by the Dean, 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 Equity Office; and
- (f) Other measures as recommended by either Party or by the Equity Office, and agreed to by the Parties.

24.3.2 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, and in order to address the employment equity goals of the University to adequately reflect the diversity of Canadian society, Appointments Committees shall

- (a) take special care not to eliminate at early stages potentially strong candidates from equity-seeking groups; and
- (b) invite for an interview any candidate in these groups, who, if the candidate were to perform very well at the interview, would be viewed as competitive with other interviewed candidates.

24.3.3 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, unless there is a demonstrably superior candidate the following decision-tree shall be used by Appointments Committees in distinguishing between two or more equally-ranked leading candidates who have been interviewed and who fulfill the position requirements:

- (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-

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represented in the Unit (according to the Unit's equity profile provided by the Equity Office 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 from one of the next most under-represented Designated Groups in the Unit shall be recommended for the appointment;

(c) If Article 24.3.3(a) does not distinguish a leading candidate because none of the leading candidates is a Canadian citizen or permanent resident of Canada,

(i) a leading candidate from the Designated Group that is most under-represented in the Unit shall be recommended for the appointment;

(ii) if Article 24.3.3(c)(i) does not distinguish the leading candidate because more than one of the leading candidates are from the same under-represented Designated Group, the leading candidate who is also from one of the next most under-represented Designated Groups in the Unit shall be recommended for the appointment.

24.3.4 For the purpose of determining whether Designated Groups are under-represented in Tenure-track, Tenure, Continuing-track or Continuing appointment positions, joint appointments are counted in conformity with the fraction of their appointment in each Unit. Seconded or cross-appointed faculty are counted only in their home Unit.

24.4 Data Collection, Monitoring and Reporting

24.4.1 When notified that an Appointment Committee is commencing a search process under this Agreement, the Equity Office will provide an updated report of the number of faculty members who have self-identified as Aboriginal persons, persons with a disability, visible minorities and women in the Unit to the Appointments Committee member designated as the Equity Representative pursuant to Article 24.2.2. The report will also identify which Designated Groups are under-represented (using the diversity of the populations of Canada as the benchmark) so that Committees may comply with Articles 24.3.3 through 24.3.4.

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- 24.4.2 The Committee's Equity Representative shall have explicit responsibility for the Committee adhering to the rules and expected practices that assure equity, data collection, and submitting requisite information to the Equity Office.
- 24.4.3 The form of data collection and reporting on process of Appointments Committees for Faculty, Librarian and Archivist positions, or on Personnel Committees (at each stage) shall be agreed upon by the Parties within six (6) months following ratification of this Agreement, but should be detailed enough to allow a monitoring function by the Parties.
- 24.4.4 The Equity Office shall monitor the progress made in employment equity in the Bargaining Unit and report its findings every three years to the Parties. The report of the Equity Office will document the progress made in meeting the goals of Article 24.1 and Article 9. The JCAA shall review the report of the Equity Office and shall (i) discuss means for improving employment equity, including striking a sub-committee on equity as appropriate, and (ii) report any recommendations for improving employment equity to the Council on Employment Equity and the Senate.

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.

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.

25.1.3.3 Any Member holding an appointment described in Article 25.1.3 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

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candidate shall be recommended who does not meet the criteria for the appointment in question.

25.1.4 Non-Renewable and Special Appointments

25.1.4.1 A Non-Renewable appointment is a non-renewable limited-term faculty appointment with appropriate rank and a full range of academic responsibilities for a period of not more than three (3) years. The letter of appointment shall expressly state that the appointment is non-renewable. If a faculty Member is reappointed (effective on or after July 1, 2008) as a Non-Renewable appointment, after a Non-Renewable appointment, then the Member shall be deemed to have been granted a Tenure-track appointment.

25.1.4.2 A Non-Renewable Replacement appointment is a non-renewable limited-term faculty appointment where the appointee replaces another Member who is on leave, holds an administrative post, or has been seconded to another function, and who is expected to return within five (5) years. This appointment is with appropriate rank and a full range of academic responsibilities, and shall be for a period of not more than three (3) years. The term may be extended for not more than two (2) additional years, where

(a) the probability of the return of the person being replaced is very high; and

(b) the Appointments Committee of the Unit considers the extension preferable to seeking a new replacement.

25.1.4.3 A Special appointment is a faculty/librarian/archivist appointment that is funded at least fifty (50) percent from sources external to Queen's. Special appointments are made for a limited term that corresponds with the duration of the external funding and have an appropriate rank and a range of responsibilities agreed upon between the University and the appointee. Special appointees may be appointed using the procedures and appropriately modified criteria for the renewal of Tenure-track faculty. Reappointment is subject to the requirements of and continued funding from the external funding agency. If a Special appointment is for 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.

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

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25.1.4.5 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.

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

25.2 Variations to 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

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Librarian or the University Archivist. 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 between the appointee and the Units concerned at the time of appointment.

25.2.2 Cross-Appointment

25.2.2.1 Any appointment type may be the subject of cross-appointment. A cross appointed Member is based in a home Unit at Queen's but has prescribed and limited responsibilities in another Unit, as agreed to by the appointee and the respective Dean(s) (and Heads if applicable), or the University Librarian or the University Archivist. The filing of annual reports and applications for renewal, tenure, and promotion are directed to and handled through the home Unit.

25.2.2.2 Notwithstanding Article 25.2.2.1, individuals holding faculty appointments at the Royal Military College of Canada may hold cross-appointments at Queen's University.

25.2.3 Named Chairs and Professorships

25.2.3.1 Persons appointed to named chairs or professorships may be current faculty members or new appointments to the University. All new appointments shall be subject to recommendation by the appropriate Appointments Committee.

25.2.3.2 Such a named chair or professorship may last as long as the Member remains at Queen's, or may be for a defined term. All Members holding such chairs or professorships shall be on Tenure-track, Tenured, or Non-Renewable appointments, or a Special appointment. Notwithstanding Article 25.1.4.1, Members may hold a Non-Renewable appointment for a maximum of five (5) years if the Member holds a named chair or professorship.

25.2.3.3 Named chairs or professorships may provide the salary, in whole or in part, for an individual named to the chair or professorship.

25.2.3.4 If the named chair or professorship provides for a salary supplement in addition to the Member's Regular Salary, the Regular Salary shall not be so low as to create an anomaly. The Regular Salary shall change from year to year in accordance with the salary policy for all faculty Members. If the named chair or professorship provides the entire salary, the entire salary shall change from year to year in accordance with the salary policy for all faculty Members.

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25.2.3.5 If the named chair or professorship is intended to provide the entire salary, and if the endowment or other funding source is insufficient to yield an appropriate salary, it shall be supplemented from operating funds in the Unit.

25.2.3.6 If a Member holds a named chair or professorship for a defined period, and continues thereafter to be a Member after he/she no longer holds the named chair or professorship, the Member's Regular Salary shall be a salary which shall be not less than is appropriate for the Member's accomplishments and experience.

25.3 Ranks

25.3.1 Full-responsibility faculty Members shall be appointed at one of the following ranks:

- (a) Lecturer;
- (b) Assistant Professor;
- (c) Associate Professor, or
- (d) Professor

25.3.2 Faculty Members will normally be appointed at the rank of Lecturer if they have not yet earned a degree that is considered a prerequisite for a tenure-track appointment in the discipline.

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:

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(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, his/her 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 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

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Appointments Committee shall be chaired by the Unit Head or his/her 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 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 Committee;
- (d) When a search is to be conducted to fill an interdisciplinary appointment (such as an appointment that is to be connected with an established interdisciplinary research group) and the eventual appointee's home Unit cannot be identified at the time, the members of a composite Appointments Committee shall be elected by and from among the Members of the interdisciplinary group. An additional member may be elected to the Committee by each of the Units that are most likely to host the appointment. The Committee shall elect its own Chair; and
- (e) Exceptions to Appointments Committee structures shall be made only with the approval of the JCAA.

25.5.2 For all Appointments Committees under Article 25.5,

- (a) the Chair shall be a voting member of the Appointments Committee;
- (b) members of the Appointments Committee shall familiarize themselves with Article 18 (Conflict of Interest/Conflict of Commitment) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s).
- (c) members of the Appointments Committees shall maintain confidentiality regarding the Committee's deliberations and decisions. Any member who knowingly violates this requirement of confidentiality shall be removed from the Committee.

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(d) notwithstanding Article 25.5.2(c), Committee members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the appropriate University officer.

25.5.3 If, for any reason, a Department has failed to follow the procedures stipulated in Article 25.5.1 and Article 25.5.2, remedial measures may be taken as approved by the JCAA. Remedial processes for Committees are outlined in Appendix D.

25.6 **Appointments Procedures for All Appointments Other Than Term Adjunct Appointments**

25.6.1 When the Unit Head has received approval to advertise a position, the Appointments Committee shall

- (a) recommend the academic and/or professional qualifications and experience required for the position to be filled, after consultation with the other Members of the Unit(s) concerned;
- (b) recommend on the content of any advertisement or notice of the position, recommend on the placement of such advertisements or notices, and assist in seeking and finding qualified individuals who are interested in applying for the position;
- (c) review and assess on sound academic and professional grounds and in accordance with Article 24, all materials provided by applicants, taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take;
- (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) interview short-listed candidates, and invite all Members in the Unit(s) to meet the short-listed applicants and submit written opinions to the Committee when the candidates visit the campus to be interviewed and to make presentations; and

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- (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 commenced. The succeeding Appointments Committee shall deal with all new appointment matters.

25.6.3 The Dean, University Librarian or University Archivist is responsible for ensuring that any file forwarded to the Provost and Vice-Principal (Academic) or delegate for decision includes

- (a) all materials provided by the applicant;
- (b) all letters of assessment, including written submissions from Unit Members pursuant to Article 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;
 - (ii) the Head (if applicable), who has taken into account only the complete file and any prior recommendation(s); and
 - (iii) the Dean, University Librarian or University Archivist, who has taken into account only the complete file and any prior recommendation(s).

25.7 **Exceptions to the Appointments Procedures**

25.7.1 Exceptions to the appointments procedures may be made in the following circumstances:

- (a) Advertising of a position may be waived in exceptional circumstances
 - (i) by the Provost and Vice-Principal (Academic) or delegate for Tenure-track or Tenured appointments;

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(ii) by the appropriate Dean, University Librarian or University Archivist for all other positions except Term Adjunct faculty; and

(iii) by the Unit Head for Term Adjunct faculty positions.

- (b) Assessment by an Appointments Committee is always required for Tenure-track, Tenured, or Continuing appointments; Assessment by a Modified Appointments Committee is always required for Continuing Adjunct appointments. However, other types of appointments may be made without a recommendation from such a committee only if a need to fill a vacancy has occurred by reason of an emergency. An emergency is an unforeseen circumstance in which there is not enough time to follow regular appointment procedures and the program requires that the course(s) be offered.
- (c) New or vacant Library or Archivist positions may be either posted internally only or posted internally and externally at the same time, as determined by the University Librarian, University Archivist or delegate. Any Member who applies for a posted position shall be considered for that position. If qualified, the Member shall be short-listed for that position.
- (d) If the spouse or partner of a successful candidate for an academic position at the University or the spouse or partner of a person already holding an academic appointment at the University applies for an advertised academic position at the University, the spouse's or partner's file shall be reviewed by the Appointments Committee of the Unit that has advertised the position, and if qualified, shall be short-listed for that position.
- (e) In appointments pursuant to Article 25.5.1(c) and Article 25.5.1(d), the searches shall be conducted by the composite Appointments Committees with the exception that the Appointments Committees of the respective and potential primary Units will be consulted about potential short-listed candidates, and no candidate shall be short-listed or recommended for appointment who does not have the support of the Appointments Committee of the respective primary Unit.

25.8 **Decision-making**

- 25.8.1 The Provost and Vice-Principal (Academic) or delegate shall consider the recommended applicant's file and the recommendations, and shall grant or deny the appointment.
- 25.8.2 If the decision is to deny, the Dean, University Librarian, University Archivist, Department Head (if applicable) and Appointments Committee shall be promptly advised in writing, with reasons.

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25.8.3 The Dean, University Librarian or University Archivist shall advise the recommended applicant of the decision.

25.9 Offer and Acceptance

25.9.1 To enable candidates to obtain advice or assistance on terms and conditions of employment,

(a) the advertisement required by Article 25.6.1(b) and Article 25.10 shall provide that the academic staff at Queen's are governed by a collective agreement between QUFA and the University which is posted at [cite the Faculty Relations website link to the CA] and at <http://www.qufa.ca>; and

(b) any offer shall be accompanied by a copy of this Agreement, information on how the Association and its representatives can be contacted and any other materials which the Parties to this Agreement feel will be useful to a new Member.

25.9.2 The successful candidate shall receive, in duplicate, a letter of appointment from the Provost and Vice-Principal (Academic) or delegate specifying the Unit(s) of appointment, rank, salary, type of appointment, starting date, date of eligibility for Renewal, Tenure or Continuing appointment (if applicable), duration of appointment, and any other terms and conditions agreed to between the University and the appointee, as well as a statement that the appointment is subject to this Agreement. The letter of appointment shall contain no terms that are inconsistent with this Agreement.

25.9.3 Candidates for Tenured, Tenure-track, Continuing, Special and Non-renewable appointments shall not be offered a starting salary that is lower than the existing salaries in the discipline, Library or Archives at Queen's for someone with their years of experience and accomplishments. The minimum starting salary for Tenured, Tenure-track, Special and Non-renewable faculty appointments shall be the floor for Assistant Professors, except for appointments made at the rank of Lecturer. The minimum starting salary for librarian/archivist appointments shall be the floor for General Librarians/General Archivists.

25.9.4 Research initiation grants or other support for teaching and research consistent with the current practice in the discipline shall be offered to all candidates on an equitable basis.

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25.9.5 The candidate accepts the offer by signing and returning one copy to the Provost and Vice-Principal (Academic) or delegate. A copy of the letter of appointment signed by the Member shall be sent to the Association.

25.9.6 The Head or Dean shall advise all unsuccessful applicants that they have not been selected and the appointment shall be announced in *For the Record*.

25.10 Appointments Procedures for Term Adjuncts

25.10.1 Posting of Available Term Adjunct Appointments

25.10.1.1 A Unit Head shall post a notice of an available Term Adjunct Appointment per Article 25.10.1.2, unless the Unit Head determines that

- (a) a Term Adjunct who has a Right of Reappointment per Article 32 is available to instruct and evaluate that course or course-section (or part thereof); or
- (b) there is a reason to waive the posting requirement for the course or course-section (or part thereof) per Article 25.10.1.5.

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 15 (for Winter Term courses);
- (b) remain on the Unit website for at least ten (10) working days from the first day of posting;
- (c) be circulated internally via listserv that includes Term Adjuncts within the Unit within the first week of posting on the Unit website; and
- (d) include the following information:
 - (i) The date of the posting of the notice;
 - (ii) The Unit offering the course or course-section;
 - (iii) The course name, number, type (e.g., lecture, seminar), level (introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus);

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- (iv) The percentage responsibility for the course or course-section available (if less than 100%);
- (v) The expected enrolment for the course or course-section available, subject to Article 25.10.1.3 and Article 25.10.1.4;
- (vi) Any requirements for supervision of laboratory/practicum work;
- (vii) The required qualifications;
- (viii) The required application materials, including those specified in Article 25.10.2.4;
- (ix) The application deadline;
- (x) The start and end dates of the appointment; and
- (xi) The employment equity statement per Article 24.3.1(a).

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 be made as follows:

- (a) Notices may be posted after the dates provided in Article 25.10.1.2(a)
 - (i) if a Term Adjunct appointment becomes unexpectedly open due to the unavailability of an appointed Member or other faculty member, or due to the funding of an additional course or course-section, or other unforeseen circumstances; or
 - (ii) for available Term Adjunct appointments in the Aboriginal Teacher Education Program (ATEP).
- (b) At the discretion of the Unit Head, posting of an available Term Adjunct appointment may be waived, or the period of posting shortened, should a Term Adjunct appointment become open fewer than twenty (20) working days before the first day of the academic term or academic session in which the course or course-section is to be offered.

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- (c) At the discretion of the Unit Head, posting of an available Term Adjunct appointment may be waived when there is an opportunity to
 - (i) integrate a distinguished member of a professional community into the academic program of a Unit;
 - (ii) assign the course or course-section to a Post-Doctoral Fellow at Queen's;
 - (iii) reappoint, on the advice of the Term Adjunct Appointments Committee, a Term Adjunct with a record of good teaching for the course, except in circumstances where a complete job search did not occur at the time of the Term Adjunct's original appointment for the course or course-section; or
 - (iv) assign the course or course-section to a full-time faculty member of the Queen's Theological College.

25.10.1.6 The Association shall be notified of all appointments made under Article 25.10.1.5.

25.10.2 **Appointment Process for Term Adjuncts**

25.10.2.1 Each Unit shall have an advisory committee on the appointments of Term Adjuncts. This Committee shall be the Unit Head (or delegate), and two elected members. One of the elected members of the Committee shall have explicit responsibility for the committee adhering to the rules and practices that assure equity per Article 24.

25.10.2.2 A student representative from the undergraduate and/or graduate level in the Unit may also be named to the Adjunct Appointments Committee through procedures developed in the Unit.

25.10.2.3 The Adjunct Appointments Committee shall make recommendations to the Dean only on appointments to posted Term Adjunct positions.

25.10.2.4 An applicant for a posted Term Adjunct appointment shall submit an application in writing to the Unit Head. The application shall include

- (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.

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- 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 her/his 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, 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 assess applicants taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take, 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 **Committee to Assess General Right of Reappointment (GRoR) and Continuing Adjunct Appointment Applications**
- 25.10.3.1 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 described in Article 25.5.1(a), except that when the Committee is reviewing applications for GRoR or a Continuing Adjunct appointment, it shall be chaired by someone other than the Unit Head (or delegate), and the Unit Head (or delegate) shall recuse him/herself from the Committee for those applications. The Chair shall be a voting member.

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25.10.4 Written Confirmation of Appointment for Term Adjuncts

25.10.4.1 A candidate who has accepted an offer of appointment shall receive a written confirmation of appointment within ten (10) days of acceptance of the offer.

25.10.4.2 The written confirmation 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.

25.10.5 Additional Duties for Term Adjuncts

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

- (a) be appropriately compensated according to Article 42; and
- (b) shall be outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.

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- 25.10.5.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.
- 25.10.5.3 Refusal to assume additional duties such as those described in Article 25.10.5.1 or Article 15 after an original letter of appointment has been issued shall not prejudice a Term Adjunct's eligibility for reappointment.
- 25.10.5.4 The number of hours recorded for Employment Insurance (EI) purposes for Term Adjuncts is set out in Appendix R.

ARTICLE 26

REDUCED RESPONSIBILITY APPOINTMENT

- 26.1 A reduction in responsibility is intended to enhance a Member's ability to allocate his/her time and efforts in accordance with his/her scholarly interests or personal obligations and the reduction must be compatible with the interests of the Faculty 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 (part-time or full-time). Normally, the workload of a Member on a Reduced Responsibility appointment shall not be less than one third (1/3) of his/her normal workload.
- 26.3 The proportion of a faculty Member's efforts devoted to each of teaching, research and service may be altered by a Reduced Responsibility appointment. Normally, faculty Members whose appointments include the full range of academic responsibilities set out in Article 15.1.1 will be expected to retain some level of activity in each of the three areas.
- 26.4 A Member seeking a Reduced Responsibility appointment shall apply to the Dean (through the Head if applicable) for reduced responsibility. The Dean or University Librarian/University Archivist shall consider the application, taking into account the circumstances of the applicant, the academic or service obligations of the Unit, the recommendation of the Head, if applicable, and any other factors relevant to the application.
- 26.5 Members shall apply in writing at least six (6) months before any Reduced Responsibility appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.
- 26.6 The letter of application for a Reduced Responsibility appointment shall include
- (a) the proposed date of commencement and length of the requested period of reduced workload;
 - (b) the percentage of the Member's normal workload which the Member is requesting to carry during the period;
 - (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

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respecting the distribution of workload obligations within the period of reduced workload; and

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

- 26.7 If approved, 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. Any agreement shall include details of the period for which the reduced responsibility arrangements are to apply, the duties of the Member during that period and the method of weighing the evaluations of the Member's performance based on reduced responsibility arrangements.
- 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 review process followed in the initial application.
- 26.9 If the Member and the Dean or University Librarian/Archivist agree on the provisions of the proposed Reduced Responsibility appointment, those provisions, including the period of reduced responsibility, the percentage reduction of normal duties, and benefit and pension coverage (per Article 26.14), shall be confirmed in writing and signed by the Member and the Dean or University Librarian/Archivist.
- 26.10 This proposed Reduced Responsibility appointment shall be forwarded to the Provost and Vice-Principal (Academic) or delegate for final review and approval on behalf of the University, taking into account the factors enumerated in Article 26.4. The Provost and Vice-Principal (Academic) or delegate shall notify the applicant of the decision in writing with reasons.
- 26.11 During a Reduced Responsibility appointment, the Member's actual salary shall be his/her current nominal salary pro-rated to reflect the percentage reduction of normal duties.
- 26.12 Salary increases for those on reduced responsibility will be calculated on the nominal salary. The actual salary will be increased in proportion to the increase in the nominal salary. Salary payments shall continue to be made on a monthly basis over twelve (12) months.

ARTICLE 26
REDUCED RESPONSIBILITY APPOINTMENT

- 26.13 A Member with a Reduced Responsibility appointment may request that he/she resume a normal workload, prior to the end of the agreed Reduced Responsibility appointment. Such requests shall be made in writing to the Dean or University Librarian/Archivist, normally at least six (6) months prior to the date on which the resumption is intended to be effective. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1.
- 26.14 A Member with a Reduced Responsibility appointment has the option of maintaining full benefit and pension coverage at the level of either the nominal salary or the actual salary (where permissible under the terms of the particular benefit or Pension Plan and applicable federal or provincial legislation), with the normal cost-sharing arrangement. Members considering making an application for a Reduced Responsibility appointment should contact the Department of Human Resources to ascertain benefit and pension arrangements, implications under the *Income Tax Act*, 1985, c. 1 (5th Supp.) as amended from time to time and any applicable federal or provincial legislation.
- 26.15 Members who are on a Reduced Responsibility appointment will be considered eligible to apply for Academic Leave after they have served the equivalent of six (6) years of full-time service. For Academic Leaves subsequent to the first leave, service for Members with a Reduced Responsibility appointment shall accumulate on a pro-rata basis. For all other purposes, service during the Reduced Responsibility appointment shall accumulate on a pro-rata basis.
- 26.16 Vacation entitlement for a Member on a Reduced Responsibility appointment shall be on a pro-rata basis.

**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. The letter containing the offer of appointment shall also identify the moving companies that give preferred rates to Members and, in addition, shall state the requirement that two (2) quotations from moving companies on the cost of moving Members' personal effects must be submitted as part of a claim for relocated expenses.

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 seven thousand and five hundred dollars (\$7,500.00). The limit of seven thousand and five hundred dollars (\$7,500.00) may be increased by the Dean, University Librarian or University Archivist.

(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:

<u>Contract length</u>	<u>Maximum reimbursement</u>
One (1) year	\$1,500.00
More than one (1) year but less than three (3) years	\$2,000.00
Three (3) years or longer	\$3,000.00

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

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 accommodation 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

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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 Subsistence Policy as amended from time to time and available from the Office of Financial Services or at <http://www.queensu.ca/financialservices/policy/travel.html>;

- (c) Living expenses reasonably incurred by the Member and his/her 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, University Librarian or University Archivist; 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 receive prior approval in writing by the Dean/University Librarian/ University Archivist in order to be deemed eligible for reimbursement.

27.7 Relocation expenses must be submitted to the appropriate Office of the Dean/ University Librarian/University Archivist within a reasonable time after the expenses have been incurred. All claims must be substantiated by original receipts to be eligible for reimbursement.

ARTICLE 28
ANNUAL PERFORMANCE REVIEW

28.1 Annual Review of a Member's Performance

28.1.1 The University shall review annually the performance of Members other than Term Adjuncts

(a) to assess all of the Member's achievements and activities and to identify areas for development in the Member's teaching, research and service responsibilities, taking into account the Member's workload, the workload standard in the Member's Unit, and the Member's career stage; and

(b) to determine the Member's annual merit rating based on the annual assessment.

28.1.2 A Term Adjunct's performance of assigned duties shall be reviewed at least once in the May 1 through April 28 period during which the Member has or had an appointment as a Term Adjunct. The purpose of this review is

(a) to assess all of the Member's achievements and to identify areas of development in the Member's teaching; and

(b) to determine the Member's suitability for reappointment per Article 32.

28.1.3 The annual performance review does not preclude assessments required by other provisions of this Agreement. All assessments and evaluations of a Member's performance shall be in accordance with the regulations below or with other provisions in this Agreement.

28.1.4 The performance of a Member shall not be reviewed by anyone with a real or apparent conflict of interest.

28.1.5 The annual performance review for each Member shall be based on

(a) the Member's Annual Report per Article 28.2, or in the case of Term Adjuncts, the Member's Appointment Report per Article 28.4; and

(b) any other documents in the Member's Official File that are relevant to an assessment and evaluation of the Member's performance in teaching, research and service for the calendar year under review.

ARTICLE 28
ANNUAL PERFORMANCE REVIEW

28.2 Annual Report of Members Other Than Term Adjuncts

28.2.1 Each Member shall submit an Annual Report to her/his Unit Head (or designate) no later than February 1 of the year following the calendar year to be evaluated.

28.2.2 The Member's Annual Report shall be completed on standardized forms which are proposed by the Faculties/Library/Archives and approved by the Parties and may include additional material provided by the Member. The form shall include

- (a) teaching responsibilities, including courses taught and supervision of graduate and undergraduate theses;
- (b) publications with full citation;
- (c) conference papers and/or artistic performances or exhibits presented;
- (d) research, creative and other scholarly work in progress;
- (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) Department/Unit, Faculty, Senate, Board, Association, and other University activities;
- (h) contributions to the Member's profession;
- (i) contributions to the Member's community;
- (j) description of major external activities; and
- (k) professional service responsibilities (librarians/archivists).

28.2.3 The Member may consult with the Human Rights Office and the Centre for Teaching and Learning to obtain assistance in the preparation of relevant portions of the Member's Annual Report.

28.2.4 It is the Member's responsibility to provide in the Annual Report sufficient detail of activities and their outcomes to enable the Unit Head to assess the Member's performance. In the absence of an Annual Report, or of sufficient detail within it, the Unit Head shall base his/her assessment and evaluation of the Member's performance

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on the information reasonably available to the Unit Head for the calendar year under review.

28.3 Review Process for Members Other than Term Adjuncts

28.3.1 The Unit Head (or designate) shall review the Member's Annual Report and any other documents in the Member's Official File per Article 28.1.5(b) that are relevant to a review of the Member's performance in teaching, research and service in the calendar year under review and shall prepare an assessment and evaluation of the Member's annual performance.

28.3.2 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching, and shall consider any relevant factor, including but not limited to

(a) the Member's assigned workload and the Workload Standard in the Unit. However, Members shall not be penalized if their assigned workload prevents them from meeting some aspect of the Unit's Workload Standard;

(b) the appropriateness of the facilities available for the Member's teaching and research;

(c) any issues related to Article 9.1; and

(d) the diverse backgrounds of Members and the types of scholarship appropriate to their research.

28.3.3 The Unit Head may consult with the Human Rights Office and the Centre for Teaching and Learning to obtain assistance in the review of a Member's performance.

28.3.4 A copy of the review shall be provided to the Member prior to merit decisions. Each Member shall have an opportunity to meet with her/his Unit Head (or designate) before and/or after the review is completed to discuss the Member's performance.

28.3.5 The review shall be signed by both the Unit Head (or designate) and the Member. Members may add written comments to the reviews prior to signing the document. Signing of the review by a Member does not constitute agreement with the assessment.

28.3.6 A copy of the signed review shall be

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- (a) given to the Member;
- (b) placed in the Member's Official File; and
- (c) forwarded to the Dean/University Librarian/University Archivist for use together with the materials specified in Article 28.1.5 for the assignment of annual merit.

28.3.7 In cases where the Member's required responsibilities in teaching (as noted in the letter of appointment), are minimal, primary emphasis will be placed on scholarship/research. Teaching that is undertaken shall be assessed on the basis of whatever information on quality is available.

28.3.8 In cases where the Member's required responsibilities in scholarship/research (as noted in the letter of appointment), are minimal, primary emphasis will be placed on teaching. Scholarship/research that is undertaken shall be assessed on the basis of whatever information on quality is available.

28.4 Appointment Report of Term Adjuncts

28.4.1 By April 30th in each year, the Unit Head shall notify each Term Adjunct who taught in the Unit in the previous twelve (12) months that s/he is required to submit by May 30th or the date of receipt of the USAT scores for the Winter Term if the Member taught in the Winter Term, whichever is later, an Appointment Report. The notice shall give the Member reasonable time to respond before any assessment is made.

28.4.2 The Term Adjunct Appointment Report shall be completed on the standardized form in Appendix F.

28.4.3 It is the Term Adjunct Member's responsibility to provide sufficient detail of his/her activities and their outcomes to enable the Unit Head to assess the Member's performance. In the absence of an Appointment Report or other materials from the Member, or in the absence of sufficient detail within them, the Unit Head shall base her/his assessment and evaluation of the Member's performance of assigned duties on the information reasonably available to the Unit Head for the period under review.

28.5 Review Process for Term Adjunct faculty Members

28.5.1 Term Adjunct faculty Members are entitled to report activities in any areas included on Term Adjunct Appointment Report forms (Appendix F) whether or not these activities

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are part of duties for which they are appointed. However activities that do not form part of their duties shall not be formally assessed.

28.5.2 If there are non-teaching assigned duties in the Member's letter of appointment, the performance of these duties shall be reviewed by the Unit Head. Any materials that the Member views as relevant and which the Member provides shall be considered in the review.

28.5.3 The assessment for each Member shall be based on

(a) the University Surveys of Student Assessment of Teaching;

(b) the Member's Term Adjunct Appointment Report;

(c) any materials that are relevant in assessment of teaching, and any other assigned duties, that have been placed in the Member's Official File;

(d) a Teaching Dossier (if provided by the Member) which may include: the pedagogical materials prepared by the Member, the Member's contributions in the areas of pedagogical development and innovation, the size, type and level of course(s) taught, the nature of the subject matter, the amount of course development required, the role of the instructor and the method of delivery;

(e) any course survey(s) conducted by the Member per Article 29.4; and

(f) any other materials the Member may choose to submit that the Member views as relevant to the evaluation.

28.5.4 In conducting the review, the Unit Head shall refer to Article 29.1 for guidelines on the assessment and evaluation of teaching. The appropriate criteria for assessing a Member's performance shall be based on the Member's assigned duties.

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.

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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

29.1 General

- 29.1.1 This Article applies to the assessment and evaluation of teaching for annual performance review, Renewal, Tenure, Continuing Appointment, Reappointment, and Promotion.
- 29.1.2 For purposes of annual performance review, Renewal, Tenure, Continuing Appointment, Reappointment, and Promotion, a Member's entire teaching contribution for the specified period under review shall be assessed and evaluated. For assessment and evaluation purposes, teaching includes all presentation whether through lectures, seminars and tutorials, individual and group discussion or supervision of individual students' work in degree-credit programs.
- 29.1.3 Assessment and evaluation of teaching shall be based on the effectiveness of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly developments of students.
- 29.1.4 Any person or Committee reviewing a Member's teaching shall seek to balance all aspects of teaching as well as the Departmental/Faculty context within which the Member works.
- 29.1.5 Any person or Committee reviewing a Member's teaching shall consider all relevant information, including but not limited to
- (a) the quality and utility of the pedagogical materials prepared by the Member;
 - (b) the quality of the supervision of essays and theses;
 - (c) the Member's contributions in the areas of pedagogical development and innovation and the complexity and risk such innovation entails;
 - (d) the size, type and level of course(s) taught;
 - (e) the nature of the subject matter;
 - (f) the experience of the instructor with the course(s) and the number of new course preparations assigned to the instructor;
 - (g) the role of the instructor and the method of delivery;

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- (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 he/she believes to be relevant to the review, including a Teaching Dossier per Article 29.2.

29.1.7 An evaluation of teaching in a Graduate Course by one or more graduate students can be considered under Article 29.1.5 and added to the Official File so long as it conforms with the requirements of Article 29.1 and is the result of a process approved by the Unit for this purpose.

29.2 Member's Teaching Dossier

29.2.1 Teaching Dossiers are intended to provide a description of a Member's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier is the Member's. The contents of the Teaching Dossier may include, but should not be restricted to, such items as the following:

- (a) A statement of the faculty Member's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
- (b) A list of undergraduate and graduate courses, including directed studies and thesis supervisions, taught by the Member;
- (c) Examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the Member deems appropriate;
- (d) A record of the faculty Member's role in curriculum and instructional developments such as administrative and committee service for the Department, Faculty, or Senate related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;
- (e) Data from students including USAT per Article 29.3 and the Member's Course Survey per Article 29.4, letters and testimonials;

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- (f) A record of the faculty Member's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the Member deems appropriate.

29.3 University Survey of Student Assessment of Teaching (USAT)

- 29.3.1 The current University Survey of Student Assessment of Teaching (USAT) (or another University-wide student evaluation scheme approved by the Parties) shall be used by the University in the assessment of Members' teaching performance until replaced by a new/revised instrument(s) as approved by the Parties. A Committee created under the Memorandum of Agreement (Appendix E) shall conduct this review and make recommendations to the JCAA. Members may also submit results from any pilot test arising from the review of the USAT by the Committee. The USAT shall comprise a set of standard questions, and the Member shall also have an opportunity to add questions to the quantitative section of the survey. All questions in the USAT shall conform to the requirements of Article 9 and Article 14. The USAT shall also provide opportunity for signed written comments from students.
- 29.3.2 The USAT form, with the exception of any written comments, shall not be signed by the student.
- 29.3.3 The USAT shall be administered through the Office of the University Registrar, and in such a way as to afford all the students in a given course or class a reasonable chance to respond.
- 29.3.4 The USAT shall be conducted within the last three (3) weeks of the course and announced at least one (1) week in advance on a date determined by the faculty member responsible for the course in consultation with the students. In courses with multiple instructors, a separate USAT survey shall be conducted for each instructor responsible for a major block of time. Such surveys may be grouped at the end of the course or administered at the end of the block given by an instructor to be assessed, as appropriate. The USAT form shall be distributed, received and submitted by someone other than the Member, who shall not be present during the surveying process. After the surveys have been completed and submitted, they shall not be reviewed or processed until the final marks for the class have been submitted to the appropriate administrative office.
- 29.3.5 Quantitative responses to the questionnaires shall be sent to the Member, the Department Head (if applicable) and the appropriate Dean(s) after the data have been converted into a report and following the submission of final grades. The report shall

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contain aggregated responses to each quantitative question, with the mean, standard deviation, frequency and number of eligible respondents calculated. Student responses to the University's questionnaire shall be aggregated in such a way as to present a fair and accurate picture of the opinions of the respondents. The report shall be placed in the Member's Official File.

29.3.6 The University shall provide an explanatory note of the statistical terms used in Article 29.3.5 to individuals charged with assessment and evaluation of a Member's teaching.

29.3.7 Written comments shall be sent only to the Member, and the University will take the appropriate measures to ensure that only the Member receives such responses.

29.3.8 Data and statistical measures derived from surveys which conform to the provisions of Article 29.3.5, and which have been placed in the Member's Official File, shall be used in the University's assessment of a Member's teaching performance.

29.4 Member's Course Survey

29.4.1 In order to improve course design and/or teaching effectiveness, a Member may conduct a written survey in her/his classes, provided that the students consent to participate and provided that the procedures of the survey protect student confidentiality and are carried out in a way that prevents confusion with the USAT evaluation.

29.4.2 Member's course surveys are not for the same purposes as the USAT and shall not be used in its stead, in whole or in part. Nonetheless, a Member may submit the Member's course survey as part of the material to be examined in the assessment and evaluation of the Member's teaching performance, provided that full details of the instrument and its administration are included.

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

30.1 General

30.1.1 This Article applies to Renewal, Tenure and Promotion decisions.

30.2 Renewal, Tenure and Promotion Committee

30.2.1 By May 1 of each year, each Unit shall elect a standing Renewal/Tenure/Promotion Committee. The 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/Tenure/Promotion shall not stand for election. Elections shall be conducted by a form of secret ballot. The Department Head (if applicable) and the Dean shall be excluded from such Committees. The Committee shall have a minimum of three (3) Members of the Bargaining Unit who shall be Tenure-track or Tenured Members. Units that are too small to form representative committees (fewer than three (3) Members) should invite representatives from related Units to serve as members. All other Units may invite representatives from cognate or related Units to serve on the Committee.

30.2.2 The provisions of Appendix O apply if the applicant for Renewal/Tenure/Promotion is an Aboriginal person.

30.2.3 Where practicable, the Committee shall be reflective of differences in rank and gender. The Committee shall appoint a Member as the Committee's Equity Representative per Article 24. The Parties agree that Renewal, Tenure and Promotion process shall be in accordance with the principles stated in Article 24.1.

30.2.4 A student representative from the undergraduate and/or the graduate level in the Unit or a related program may also be named to the Committee through procedures developed by the Unit.

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

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reasonable apprehension of bias shall resign from the Committee and shall be replaced if the process of reviewing the applications has not yet commenced.

30.2.6 Committee members shall maintain confidentiality regarding the Committee's deliberations and decisions. Committee members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

30.2.7 Notwithstanding Article 30.2.6, Committee members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the Faculty Relations Office in the Office of the Provost and Vice-Principal (Academic).

30.3 Renewal/Reappointment, Tenure and Promotion Committees for Members in Clinical Departments in the Faculty of Health Sciences

30.3.1 The Renewal/Reappointment, Tenure and Promotion processes of Members in clinical Departments in the Faculty of Health Sciences shall conform to all provisions of the Agreement in all respects except the following:

(a) The Member may suggest to his or her Dean the group(s), Unit(s), or office(s) that the Member regards as most competent to assess his/her Renewal/Reappointment, Tenure or Promotion file. Individuals in the named group(s), Unit(s) or office(s) need not necessarily be Members.

(b) Should there be a disagreement between the Member and the Dean regarding the named group(s), Unit(s) or office(s), the matter shall be referred to the JCAA.

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.

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- 30.5.2 In exceptional cases, the Member may be considered for Renewal earlier than the final year of the Initial Tenure-track appointment. Such consideration must be agreed to by the Dean before the assessment begins.
- 30.5.3 A faculty Member holding a Renewed Tenure-track appointment shall normally be considered for Tenure in the final year of his/her Renewed appointment.
- 30.5.4 In exceptional cases, the Member may be considered for Tenure and Promotion earlier than the final year of the Renewed Tenure-track appointment. Such consideration must be agreed to by the Member and the Dean before the assessment begins.
- 30.5.5 In the case of Members in Renewed Tenure-track appointments, applications for Tenure and Promotion to the rank of Associate Professor shall proceed together.
- 30.5.6 A Member who, during the Initial Tenure-track appointment, has become a parent may elect to have the Renewal decision postponed for a year for each such birth or adoption. A Member who, during the Initial Tenure-track appointment, has taken Sick Leave of at least sixty (60) days (or such lesser period if the Member can demonstrate that the period of Sick Leave has had substantial impact on the Member's research capability) may elect to have the Renewal decision postponed for the same amount of time they were on leave (rounded up in years). In other exceptional cases, Members may request consideration be delayed one (1) year and if granted the Initial Tenure-track appointment shall be extended by one (1) year. Due consideration to such requests shall be given.
- 30.5.7 A Member who, during the Renewed Tenure-track appointment, has become a parent may elect to have the Tenure decision postponed for a year for each such birth or adoption. A Member who, during the Renewed Tenure-track appointment, has taken Sick Leave of at least sixty (60) days (or such lesser period if the Member can demonstrate that the period of Sick Leave has had substantial impact on the Member's research capability) may elect to have the Tenure decision postponed for the same amount of time they were on leave (rounded up in years). In other exceptional cases, Members may request consideration be delayed one (1) year and if granted the Renewed Tenure-track appointment shall be extended by one (1) year. Due consideration to such requests shall be given.

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30.6 Criteria

- 30.6.1 Renewal for Tenure-track faculty shall be granted when there is clear evidence of a commitment to academic excellence, some demonstrated professional growth, and the prospect (based on the record of accomplishments to date) of future development, as reflected in the following:
- (a) A record as a good teacher; and
 - (b) Clear evidence of high quality scholarly or creative work which is normally, but not necessarily, demonstrated by presentation or publication in a suitable academic or artistic forum. Writing and research with respect to 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.
- 30.6.2 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.
- 30.6.3 Tenure as defined in Article 25.1.2.3 shall be granted when there is clear evidence of demonstrated professional growth and the promise of future development as reflected in the following:
- (a) A record as a very good teacher committed to academic and pedagogical excellence;
 - (b) 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 with respect to 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; and
 - (c) A record of professional, University or community service which has contributed to the Department, Unit, Faculty, University or broader academic community.
- 30.6.4 In order to be granted Tenure as defined in Article 25.1.2.3, the Member must show that the evidence favours granting Tenure.

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- 30.6.5 Promotion is the recognition by academic peers and the University of increased status of the Member in her/his discipline. A faculty Member will be assessed for Promotion on her/his contributions to teaching, research and scholarship, and service to the Department, Unit, Faculty, University, and the broader academic community.
- 30.6.6 In order to be promoted to the rank of Professor, the Member must show that the evidence favours granting the promotion.
- 30.6.7 Subject to Article 30.6.5, the normal expectations for Promotion to the following faculty ranks are as follows:
- (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 her/his profession may be taken into consideration. Any tenure track Member who was initially appointed with the rank of Lecturer because he/she had not yet obtained his/her Ph.D. shall be appointed with the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.
 - (b) **Associate Professor:** For Members in Tenure-track appointments the criteria for the granting of Tenure shall apply. Article 30.6.3 outlines the expectations for Tenure.
 - (c) **Professor:** The Member must either combine scholarly or creative work judged to be distinguished with very good teaching or continuing high quality scholarly work with exceptional contributions in teaching. The Member is expected to have made a contribution to the successful operation of the Department, Unit, Faculty or University. Contributions to her/his profession also are relevant. Writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity.
- 30.6.8 Extraordinary contributions in either
- (a) teaching, or
 - (b) research, scholarly, or creative activity,

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shall compensate for a lesser involvement in the other area or service, provided that there has been a satisfactory level of contribution in all areas.

30.6.9 In cases where the applicant's required responsibilities in teaching (as noted in the letter of appointment) are minimal, primary emphasis shall be placed on scholarship/research. Teaching that is undertaken shall be assessed on the basis of whatever information as to quality is available.

30.6.10 In cases where the applicant's required responsibilities in scholarship/research (as noted in the letter of appointment) are minimal, primary emphasis shall be placed on teaching. Scholarship/research that is undertaken shall be assessed on the basis of whatever information as to quality is available.

30.7 Notification

30.7.1 By May 1, a notice shall be placed in *For the Record* by the Office of the Provost and Vice-Principal (Academic) announcing an August 15 deadline for applications for Renewal, Tenure or Promotion and referring to the procedures in this Article.

30.7.2 By May 15, the Unit Head shall

(a) notify all Members of the Unit of the Promotion deadlines for the coming year;

(b) provide written notification of the notice of the Provost and Vice-Principal (Academic) to all Members within the Unit; and

(c) notify all Members eligible for Renewal or Tenure in writing of their eligibility, and in that notice draw their attention to Appendix O. If the Unit Head uses e-mail to notify the Member, it shall be followed up by a letter. The Unit Head shall make reasonable efforts to ensure that the Member has received timely notice.

30.7.3 By July 1, the Member must notify the Unit Head of her/his intent to apply for Renewal, Tenure or Promotion, and if so whether the Member wishes to invoke the provisions of Appendix O.

30.7.4 The Unit Head shall notify the Renewal/Tenure/Promotion Committee of any application for Renewal, Tenure or Promotion as soon as possible so that the Committee can schedule its deliberations and begin the process of selecting and

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soliciting the views of students and referees. The Unit Head shall also advise the Committee whether the Applicant has invoked the provisions of Appendix O.

30.8 Referees

30.8.1 For Renewal, there shall be three (3) referees, at least one (1) of whom shall be external to the University.

30.8.2 For Tenure or Promotion to Associate Professor, there shall be four (4) referees, at least three (3) of whom shall be external to the University.

30.8.3 For Promotion to Professor, there shall be five (5) referees, at least four (4) of whom shall be external to the University.

30.8.4 Referees must be suitably qualified with expertise in the candidate's discipline, impartial, appropriate, and capable of making an assessment. Where appropriate, referees should also have international stature. The referee shall be at arm's length from the candidate.

30.8.5 Within a reasonable time of receiving notification of the Member's application, and no later than July 15, the Unit Head shall arrange a meeting with the Member to give advice on the preparation of the application and to discuss the suitability of potential referees.

30.8.6 The Member shall provide a list of prospective referees to the Committee no later than July 31. The total number of referees proposed by the Member must be greater than the number of letters from referees required pursuant to Article 30.8.1, Article 30.8.2 or Article 30.8.3.

30.8.7 The Committee shall also suggest names of prospective referees who are at arm's length from members of the Committee.

30.8.8 At least half the required number of referees selected per Article 30.8.1, Article 30.8.2 or Article 30.8.3 shall come from the list of names proposed by the Member and at least one (1) shall be proposed by the Committee pursuant to Articles 30.8.7 and Article 30.8.9.

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- 30.8.9 If the Committee cannot choose at least half the required number of referees from the Member's list, it shall ask the Member to submit the names of additional prospective referees to the Committee.
- 30.8.10 The Member shall inform the Committee in writing of the nature of the relationship she/he has with all individuals nominated to be referees.
- 30.8.11 The Unit Head shall request reports from the referees and advise them of their option of remaining anonymous. The referees shall be sent the candidate's full curriculum vitae and teaching dossier (if applicable). The Member shall select significant scholarly work or examples of creative work which shall be sent to the referees. Referees shall be informed that they may request any additional pieces of work that appear on the curriculum vitae if they need those materials to make an informed evaluation of the candidate's scholarly/creative work. The Member shall provide any requested materials.
- 30.8.12 If a selected referee does not submit a letter, the Unit Head shall solicit a letter from another referee on the proposed list of referees developed pursuant to Articles 30.8.6 through 30.8.9.

30.9 Member's Application File

- 30.9.1 By August 15, the Member shall provide the following materials to the Committee:
- (a) An up-to-date curriculum vitae;
 - (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; and
 - (d) A summary of the Member's contributions to the Department, Unit or Faculty and the wider University community, and where appropriate, to the discipline or profession.
- 30.9.2 The Unit shall reimburse the Member for the costs of the preparation of duplicate copies on a receipted basis.

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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 Committee, Department Heads, Deans, Associate Deans and students. Where the candidate has a joint appointment or cross appointment, the documentation noted above shall be made available to the relevant Units.

30.12 Material from the Official File

30.12.1 Prior to October 15, the Unit Head shall provide to the Member information from the Member's Official File that is relevant to the application, subject to Article 28.6.2. The University Surveys of Student Assessment of Teaching (USATs) shall be included in the Renewal/Tenure/Promotion File in any application for Renewal, Tenure or Promotion. The Member shall have ten (10) working days to respond to any material included from the Member's Official File and may provide additional relevant materials as well as a written response. The Unit Head shall forward to the Committee the material specified in this Article along with the Member's response.

30.13 Renewal/Tenure/Promotion File

30.13.1 The Renewal/Tenure/Promotion File shall consist of all materials provided by the Member pursuant to Article 30.9.1, and all other material, reports and assessments compiled under Article 30.8.11, Article 30.10.1, Article 30.11.1, and Article 30.12.1.

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- 30.13.2 At the request of a referee submitting a report under Article 30.8.11, and automatically when a student submits an assessment under Article 30.10.1 the report or assessment shall be masked by deleting the letterhead and signature block to maintain anonymity.
- 30.13.3 Unsolicited material from students and others shall not be included in the Renewal/Tenure/Promotion File nor be considered by the Committee.
- 30.13.4 The Member shall have access to the Renewal/Tenure/Promotion File, subject to Article 30.13.2, and shall have a reasonable opportunity to respond in writing to any material in the Renewal/Tenure/Promotion File at the following points in the process:
- (a) After any new material is added to the file;
 - (b) Before the file is considered by the Committee;
 - (c) Before the file goes to the Department Head (if applicable);
 - (d) Before the file goes to the Dean; and
 - (e) Before the file goes to the Principal.
- 30.13.5 After the Renewal/Tenure/Promotion File has been submitted to the Committee, the Member can only add new material to the file, other than a written response to a recommendation or to other material added pursuant to Article 30.13.4, if the new material that the Member is adding is sufficiently significant that it might affect the recommendation or decision. The Dean may also add new material to the file, other than material specified in Article 30.14.9 and Article 30.14.12, if the new material that the Dean is adding is sufficiently significant that it might affect the recommendation or decision.
- 30.13.6 If at any stage of the RTP process the Member submits material or a response which includes an interpretation of the Collective Agreement or past practice, the Committee/Head/Dean/Principal (as the case may be) shall immediately deliver a copy of the material or response to the Faculty Relations Office. The Committee/Head/Dean/Principal (as the case may be) shall, before considering the RTP File, allow up to ten (10) working days for the Faculty Relations Office to submit a response, which response shall be placed in the RTP File.

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30.14 Recommendations

- 30.14.1 All recommendations shall be made only on the basis of information in the Renewal/Tenure/Promotion File and the applicable criteria.
- 30.14.2 The assessment of teaching effectiveness for the purpose of Renewal, Tenure or Promotion shall be subject to Article 29.
- 30.14.3 By November 15, the Renewal/Tenure/Promotion File shall be available to all Committee Members. The Committee shall meet to assess all materials in the Renewal/Tenure/Promotion File. All Committee members shall review the Renewal/Tenure/Promotion File in order to participate in the formulation of the recommendation.
- 30.14.4 In the case of an emerging negative recommendation at the Committee 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.
- 30.14.5 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee supports or is opposed to the granting of Renewal/Tenure/Promotion.
- 30.14.6 By December 15 in departmentalized Faculties, and by January 15 in non-departmentalized Faculties, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the next level (the Department Head in a departmentalized Faculty or the Dean in a non-departmentalized Faculty), the Renewal/Tenure/Promotion File including the written recommendation of the Committee with its reasons and any dissenting view(s).
- 30.14.7 The following procedures apply in departmentalized Faculties only:
- (a) After receiving the recommendation of the Committee and before reviewing the Renewal/Tenure/Promotion File, the Department Head shall provide the Member with seven (7) days to respond to the Committee's recommendation.
 - (b) The Department Head shall form a recommendation on the merits of the file based on the material in Article 30.14.6 and any response made by the

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Member per Article 30.14.7(a). The recommendation shall clearly indicate whether the Department Head supports or is opposed to the granting of Renewal/Tenure/Promotion.

- (c) In the case of an emerging negative recommendation at the Department Head 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.
- (d) Prior to making a recommendation that would differ from that of the Committee, the Department Head shall discuss her/his concerns with the Committee.
- (e) In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Department Head 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

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(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), the Dean shall discuss her/his 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 advice to the Principal as to whether, on the basis of the file, an applicant has met the criteria for Promotion to Professor.

30.15.3 The Principal shall consider the Renewal/Tenure/Promotion File, including all recommendations and all responses from the Member. The decision shall be made only on the basis of information in the Renewal/Tenure/Promotion File, the applicable criteria, and in cases of Promotion to Professor the advice of the University Promotion Advisory Committee.

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- 30.15.4 The Principal shall grant or deny Renewal, Tenure or Promotion and shall inform the Member of the decision in writing, including reasons for any denial, by April 1 for Renewal, by April 15 for Tenure or Promotion to Associate Professor and by May 15 for Promotion to Professor.
- 30.15.5 If the decision of the Principal differs from the recommendation of the Committee, Head, or Dean, the Principal must explain to them in writing the reasons for the disagreement.
- 30.15.6 Subject to the above, any Renewal, Tenure or Promotion decision may be delegated to the Provost and Vice-Principal (Academic).
- 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 who are Deans or their delegates;
 - (b) Two (2) Professors elected by the Senate; and
 - (c) Two (2) Professors who are Members selected by the Association.
- 30.16.2 Members of the University Promotion Advisory Committee shall familiarize themselves with Article 18 (Conflict of Interest/Conflict of Commitment). Members shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest or where there may be a reasonable apprehension of bias. Members of the Committee shall not participate in any matter in which they have had a prior involvement.
- 30.16.3 Members who serve on the University Promotion Advisory Committee shall maintain confidentiality regarding the Committee's deliberations and decisions. Members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

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30.16.4 Notwithstanding Article 30.16.3, University Promotion Advisory Committee Members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the Faculty Relations Office.

30.17 Terminal Appointment

30.17.1 A Member who is not granted tenure shall automatically receive a terminal appointment of one (1) year beyond the expiration of his/her current appointment.

30.18 Renewal, Tenure and Promotion Decisions

30.18.1 A negative decision is grievable pursuant to Step 2, Article 19.

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31.1 General

31.1.1 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 Library and Archives shall each elect a standing Renewal/Continuing appointment/Promotion Committee. The 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 form of secret ballot. The University Librarian, Associate University Librarian and University Archivist shall be excluded from such Committees. The Committee shall have a minimum of three (3) Members of the Bargaining Unit who shall be Continuing-track or Continuing Members. Units that are too small to form representative committees (fewer than three (3) Members) should invite representatives from related Units to serve as members. All other Units may invite representatives from cognate or related Units to serve on the Committee.

31.2.2 The provisions of Appendix O apply if the applicant for Renewal, Continuing appointment or Promotion is an Aboriginal person.

31.2.3 Where practicable, the Committee shall be reflective of differences in rank and gender. The Committee shall appoint a Member as the Committee's Equity Representative per Article 24. The Parties agree that Renewal, Continuing and Promotion process shall be in accordance with the principles stated in Article 24.1.

31.2.4 The Committee, as defined in Article 31.2.1, shall make recommendations on all Renewal, Continuing appointment, and Promotion applications.

31.2.5 Members of the Committee shall familiarize themselves with Article 18 (Conflict of Interest/Conflict of Commitment). Committee members shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest or where there may be a reasonable apprehension of bias. Committee members excluded for reasons of conflict of interest or because there is a reasonable

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apprehension of bias shall resign from the Committee and shall be replaced if the process of reviewing the applications has not yet commenced.

31.2.6 Committee members shall maintain confidentiality regarding the Committee's deliberations and decisions. Committee members who knowingly violate this requirement of confidentiality shall be removed from the Committee.

31.2.7 Notwithstanding Article 31.2.6, Committee members may disclose potential violations of the Agreement to the QUFA Grievance Officer or the Faculty Relations Office in the Office of the Provost and Vice-Principal (Academic).

31.3 Remedial Processes for Committees

31.3.1 If, for any reason, the Library or Archives has failed to follow the procedures stipulated in Articles 31.2, remedial measures may be taken as approved by the JCAA. Remedial processes for Committees are outlined in Appendix D.

31.4 Eligibility

31.4.1 A librarian/archivist Member in the final year of an Initial Continuing-track appointment (normally three (3) years) is entitled to be considered for Renewal of appointment for a further three (3) years.

31.4.2 In exceptional cases, the Member may be considered for Renewal earlier than the final year of the Initial Continuing-track appointment. Such consideration must be agreed to by the University Librarian or University Archivist before the assessment begins.

31.4.3 A librarian/archivist Member applying for Renewal 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.

31.4.4 A librarian/archivist Member holding a Renewed Continuing-track appointment shall normally be considered for Continuing appointment in the final year of his/her Renewed Continuing-track appointment.

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

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consideration must be agreed to by the Member and the University Librarian/Archivist 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 postponed for a year for each such birth or adoption. 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 postponed for the same amount of time they were on leave (rounded up in years). In other exceptional cases, Members may request consideration be delayed one (1) year and if granted the Initial Continuing-track appointment shall be extended by one (1) year. Due consideration to such requests shall be given.
- 31.4.8 A Member who, during the Renewed Continuing-track appointment, has become a parent may elect to have the Continuing appointment decision postponed for a year for each such birth or adoption. 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 postponed for the same amount of time they were on leave (rounded up in years). In other exceptional cases, Members may request consideration be delayed one (1) year and if granted the Renewed Continuing-track appointment shall be extended by one (1) year. Due consideration to such requests shall be given.

31.5 Criteria

- 31.5.1 Renewal for Continuing-track librarians and archivists shall be granted when there is clear evidence of a commitment to academic excellence, some demonstrated professional growth, and the prospect (based on the record of accomplishments to date) of future development, as reflected in the following:

- (a) A record as a good librarian or archivist, who has demonstrated the ability to assume assigned responsibilities; and

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- (b) Some evidence of high quality academic and/or professional development which is normally, but not necessarily, demonstrated by presentation or publication in a suitable professional, academic or artistic forum.
- 31.5.2 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.
- 31.5.3 Continuing appointment as defined in Article 25.1.5.3 shall be granted when there is clear evidence of demonstrated professional growth and the promise of future development as reflected in the following:
- (a) A record as a good librarian or archivist who has demonstrated the ability to assume responsibility and to perform assigned duties successfully;
 - (b) Evidence of high quality academic and/or professional development which is normally but not necessarily demonstrated by presentation or publication in a suitable professional, academic or artistic forum; and
 - (c) A record of professional, university or community service which has contributed to the Library, Archives, University or broader academic community.
- 31.5.4 In order to be granted Continuing appointment as defined in Article 25.1.5.3, the Member must show that the evidence favours granting Continuing appointment.
- 31.5.5 Promotion is the recognition by academic peers and the University of increased status of the Member in her/his respective discipline. A librarian/archivist Member will be assessed for promotion on her/his professional and academic development, and her/his service to the Library or Archives, the University, the broader academic community and to the librarian and archivist professions.
- 31.5.6 In order to be promoted to the rank of Librarian/Archivist, the Member must show that the evidence favours granting the promotion.
- 31.5.7 Subject to Article 31.5.5, the normal expectations for Promotion to the following librarian/archivist ranks are as follows:
- (a) **General Librarian/General Archivist:** The Member will have a Master of Library Science, Master of Archival Studies or the equivalent and show both potential for successful performance and promise for future professional and

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academic activity. This is the rank at which a professional career normally begins.

- (b) **Assistant Librarian/Assistant Archivist:** The Member has demonstrated a continuing record of successful performance as a General Librarian/General Archivist and the ability to assume assigned responsibilities and has some evidence of high quality academic and/or professional development.
- (c) **Associate Librarian/Associate Archivist:** The Member has demonstrated successful performance of assigned duties, and demonstrated abilities to handle increased responsibilities. Evaluation of the Member's performance shall also include consideration of service to the University and professional or scholarly development.
- (d) **Librarian/Archivist:** The Member must show a continuing record of professional accomplishment and a demonstrated ability to handle increased responsibility. The Member must demonstrate scholarly and/or professional development and significant achievement in the field of service or specialization.

31.6 Notification

31.6.1 By May 1, a notice shall be placed in *For the Record* by the Office of the Provost and Vice-Principal (Academic) announcing an August 15 deadline for applications for Renewal, Continuing appointment or Promotion and referring to the procedures in this Article.

31.6.2 By May 15, the University Librarian/Archivist shall

- (a) notify all Members of the Unit of the Promotion deadlines for the coming year;
- (b) provide written notification of this announcement to all Members within the Unit; and
- (c) notify all Members eligible for Renewal or Continuing appointment in writing of their eligibility and in that notice draw their attention to Appendix O. If the University Librarian/Archivist uses e-mail to notify the Member, it shall be followed up by a letter. The University Librarian/Archivist shall make reasonable efforts to ensure that the Member has received timely notice.

31.6.3 By July 1, the Member must notify the University Librarian/Archivist of her/his intention to apply for Renewal, Continuing appointment or Promotion, and if so whether the Member wishes to invoke the provisions of Appendix O.

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31.6.4 The University Librarian/Archivist shall notify the Renewal/Continuing Appointment/Promotion Committee of any application for Renewal, Continuing appointment or Promotion as soon as possible so that the Committee can schedule its deliberations and begin the process of selecting and soliciting the views of referees. The University Librarian/Archivist shall also advise the Committee whether the Applicant has invoked the provisions of Appendix O.

31.7 Referees

31.7.1 For Renewal or Promotion to Assistant Librarian/Assistant Archivist, there shall be three (3) referees, one (1) of whom may be external to the Library, Archives or the University.

31.7.2 For Continuing appointment or Promotion to Associate Librarian/Associate Archivist, there shall be four (4) referees, at least two (2) of whom shall be external to the Library, Archives or the University.

31.7.3 For Promotion to Librarian or Archivist, there shall be five (5) referees, at least three (3) of whom shall be external to the Library, Archives or the University. One (1) additional internal referee may be used if the Member, Committee and the University Librarian/Archivist agree the addition is appropriate.

31.7.4 Referees must be suitably qualified with expertise in the candidate's field of service or specialization, impartial, appropriate, and capable of making an assessment. Where appropriate, referees should also have provincial, national or international stature. The referee shall be at arm's length from the candidate.

31.7.5 Within a reasonable time of receiving notification of the Member's application, and no later than July 15, the University Librarian or Associate University Librarian, or the University Archivist shall arrange a meeting with the Member to give advice on the preparation of the application and to discuss the suitability of potential referees.

31.7.6 The Member shall provide a list of prospective referees to the Committee no later than July 31. The total number of referees proposed by the Member must be greater than the number of letters from referees required pursuant to Article 31.7.1, Article 31.7.2 or Article 31.7.3.

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- 31.7.7 The Committee shall also suggest names of prospective referees who are at arm's length from members of the Committee.
- 31.7.8 At least half the required number of referees per Article 31.7.1, Article 31.7.2 or Article 31.7.3 shall come from the list of names proposed by the Member and at least one (1) shall be proposed by the Committee pursuant to Article 31.7.7 and Article 31.7.9.
- 31.7.9 If the Committee cannot choose at least half the required number of referees from the Member's list, it shall ask the Member to submit the names of additional prospective referees to the Committee.
- 31.7.10 The Member shall inform the Committee in writing of the nature of the relationship she/he has with all individuals nominated to be referees. The Member may also file a written comment on the appropriateness of any referee proposed by the Committee.
- 31.7.11 The University Librarian/Archivist shall request reports from the referees and advise them of their option of remaining anonymous. The referees shall be sent the candidate's full curriculum vitae and teaching dossier (if applicable). The Member shall select significant scholarly work or examples of creative work which shall be sent to the referees. Referees shall be informed that they may request any additional pieces of work that appear on the curriculum vitae if they need those materials to make an informed evaluation of the candidate's scholarly/creative work. The Member shall provide any requested materials.
- 31.7.12 If a selected referee does not submit a letter, the University Librarian/Archivist shall solicit a letter from another referee on the proposed list of referees developed pursuant to Articles 31.7.6 through Article 31.7.9.

31.8 Member's Application File

- 31.8.1 By August 15, the Member shall provide the following materials to the Committee:
- (a) An up-to-date curriculum vitae;
 - (b) Copies (if feasible) of all relevant scholarly work (or at least citations for such work) and a description of any work in progress; and
 - (c) A summary of the Member's contributions to the Department, Unit or Faculty and the wider University community, and where appropriate, to the discipline or profession.

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

31.9 Colleagues

31.9.1 By September 15 the Member's Application File as described in Article 31.8.1 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 within the Unit but does not include members of the Committee, the University Archivist, the University Librarian, or the Associate University Librarian. Where the candidate has a joint appointment or cross appointment, the documentation noted above shall be made available to the relevant Units.

31.10 Material from the Official File

31.10.1 Prior to October 15, the University Librarian/Associate University Librarian/Archivist shall provide to the Member information from the Member's Official File that is relevant to the application, subject to Article 28.6.2. The Member shall have ten (10) working days to respond to any material included from the Member's Official File and may provide additional relevant materials as well as a written response. The Unit Head shall forward to the Committee the material specified in this Article along with the Member's response.

31.11 Renewal/Continuing appointment/Promotion File

31.11.1 The Renewal/Continuing appointment/Promotion File shall consist of all materials provided by the Member pursuant to Article 31.8.1, and all other material, reports and assessments compiled under Article 31.7.11, Article 31.9.1 and Article 31.10.1.

31.11.2 At the request of a referee submitting a report under Article 31.7.11, the report or assessment shall be masked by deleting the letterhead and signature block to maintain anonymity.

31.11.3 Unsolicited material from students and others shall not be included in the Renewal/Continuing appointment/Promotion File nor be considered by the Committee.

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31.11.4 The Member shall have access to the Renewal/Continuing appointment/Promotion File, subject to Article 31.11.2, and shall have a reasonable opportunity to respond in writing to any material in the Renewal/Continuing appointment/Promotion File at the following points in the process:

- (a) After any new material is added to the file;
- (b) Before the file is considered by the Committee;
- (c) Before the file goes to the Associate University Librarian (for librarian applications);
- (d) Before the file goes to the University Librarian or University Archivist; and
- (e) Before the file goes to the Principal.

31.11.5 After the Renewal/Continuing appointment/Promotion File has been submitted to the Committee, the Member can only add new material to the file, other than a written response to a recommendation or to other material added pursuant to Article 31.11.4, if the new material that the Member is adding is sufficiently significant that it might affect the recommendation or decision. The University Librarian/Archivist may also add new material to the file, other than material specified in Article 31.12.9 and Article 31.12.12, if the new material that the University Librarian/Archivist is adding is sufficiently significant that it might affect the recommendation or decision.

31.11.6 If at any stage of the Renewal/Continuing Appointment/Promotion process the Member submits material or a response which includes an interpretation of the Collective Agreement or past practice, the Committee/Associate University Librarian/University Librarian or University Archivist/Principal (as the case may be) shall immediately deliver a copy of the material or response to the Faculty Relations Office. The Committee/Associate University Librarian/University Librarian or University Archivist/Principal (as the case may be) shall, before considering the Renewal/Continuing Appointment/Promotion File, allow up to ten (10) working days for the Faculty Relations Office to submit a response, which response shall be placed in the Renewal/Continuing Appointment/Promotion File.

31.12 Recommendations

31.12.1 All recommendations shall be made only on the basis of information in the Renewal/Continuing appointment/Promotion File and the applicable criteria.

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- 31.12.2 By November 15, the Renewal/Continuing appointment/Promotion File shall be available to all Committee Members. The Committee shall meet to assess all materials in the Renewal/Continuing appointment/Promotion File. All Committee members shall review the Renewal/Continuing appointment/Promotion File in order to participate in the formulation of the recommendation.
- 31.12.3 In the case of an emerging negative recommendation at the Committee 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.
- 31.12.4 In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall clearly indicate whether the Committee supports or is opposed to the granting of Renewal/Continuing Appointment/Promotion.
- 31.12.5 For librarian Members, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the Associate University Librarian by December 15 the Renewal/Continuing appointment/Promotion File including the written recommendation of the Committee with its reasons and any dissenting view(s).
- 31.12.6 For archivist Members, the Committee Chair shall forward to the Member the written recommendation of the Committee with its reasons and any dissenting view(s), and submit to the University Archivist by January 15 the Renewal/Continuing appointment/Promotion File including the written recommendation of the Committee with its reasons and any dissenting view(s).
- 31.12.7 The following procedures apply to librarian Members only:
- (a) After receiving the recommendation of the Committee and before reviewing the Renewal/Continuing appointment/Promotion File, the Associate University Librarian shall provide the Member with seven (7) days to respond to the Committee's recommendation.
 - (b) The Associate University Librarian 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(a). The recommendation shall

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clearly indicate whether the Associate University Librarian supports or is opposed to the granting of Renewal/Continuing Appointment/Promotion.

- (c) In the case of an emerging negative recommendation at the Associate University Librarian 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.
- (d) Prior to making a recommendation that would differ from that of the Committee, the Associate University Librarian shall discuss her/his concerns with the Committee.
- (e) In the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Associate University Librarian shall form a recommendation in writing with reasons in accordance with the appropriate criteria.
- (f) By January 15, the Associate University Librarian shall forward to the Member the Associate University Librarian's written recommendation with reasons, and submit to the University Librarian the Renewal/Continuing appointment/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 Associate University Librarian's written recommendation and reasons.

31.12.8 After receiving the recommendation of the Committee and the Associate University Librarian (if applicable) and before reviewing the Renewal/Continuing appointment/Promotion File, the University Librarian/Archivist shall provide the Member with ten (10) days to respond to the Committee's recommendation (in the case of the Archives) and the Associate University Librarian's recommendation (in the case of the Library).

31.12.9 The University Librarian/ Archivist shall form a recommendation on the merits of the case based on the material in Article 31.12.6, Article 31.12.7(f) (as applicable) and any response made by the Member per Article 31.12.8.

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- 31.12.10 In the case of an emerging negative recommendation at the University Librarian or 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.
- 31.12.11 Prior to making a recommendation that would differ from that of the Committee or the Associate University Librarian (if applicable), the University Librarian or University Archivist shall discuss her/his concerns with the Committee and/or the Associate University Librarian (if applicable).
- 31.12.12 In the case of a positive recommendation or following receipt of the Member's response to an emerging negative recommendation, the University Librarian/Archivist shall form a recommendation in writing with reasons in accordance with the appropriate criteria.
- 31.12.13 By March 1, the University Librarian/Archivist shall forward to the Member the written recommendation of the University Librarian/Archivist and submit to the Principal 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);
 - (b) if applicable, the Associate University Librarian's written recommendation and reasons and the Member's response to the Associate University Librarian's recommendation (if any); and
 - (c) the University Librarian's/Archivist's written recommendation and reasons.

31.13 Decision-Making

- 31.13.1 After receiving the material in Article 31.12.12, and before reviewing the Renewal/Continuing appointment/Promotion File, the Principal shall provide the Member with ten (10) days to respond to the University Librarian's or University Archivist's recommendation.
- 31.13.2 The Principal shall consider the Renewal/Continuing appointment/Promotion File, including all recommendations and all responses from the Member. The decision

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shall be made only on the basis of information in the Renewal/Continuing appointment/Promotion File and the applicable criteria.

31.13.3 The Principal shall grant or deny Renewal, Continuing appointment or Promotion and shall inform the Member of the decision in writing, including reasons for any denial, by April 1 for Renewal or Promotion to Assistant Librarian/Archivist, by April 15 for Continuing appointment or Promotion to Associate Librarian/Archivist, and by May 15 for Promotion to Librarian/Archivist.

31.13.4 If the decision of the Principal differs from the recommendation of the Committee, Associate University Librarian, University Librarian or University Archivist, the Principal must explain to them in writing the reasons for the disagreement.

31.13.5 Subject to the above, any Renewal, Continuing appointment or Promotion decision may be delegated to the Provost and Vice-Principal (Academic).

31.13.6 Successful applications for Renewal, Continuing appointment and/or Promotion shall be announced by the Office of the Provost and Vice-Principal (Academic) in *For the Record*.

31.14 Terminal Appointment

31.14.1 A Member who is not granted a Continuing appointment shall automatically receive a terminal appointment of one (1) year beyond the expiration of the current appointment.

31.14.2 A negative decision is grievable pursuant to Step 2, Article 19.

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32.1 Reappointment of Term Adjuncts

- 32.1.1 No Adjunct Member shall be denied reappointment for reasons that are contrary to this Agreement, nor solely to prevent an individual from becoming eligible for reappointment or appointment as a Continuing Adjunct.
- 32.1.2 A Post-Doctoral Fellow appointed as a Term Adjunct shall not accrue a Specific or General Right of Reappointment for any courses or course-sections taught while holding an appointment as a Post-Doctoral Fellow at Queen's University.
- 32.1.3 For all purposes of service and continuity, an eight (8) month Term Adjunct contract shall be viewed as a one (1) year contract. A period of authorized leave shall neither break nor be counted as part of such consecutive service. Furthermore, one (1) gap in membership in the Bargaining Unit of not more than twelve (12) months due to lack of work shall be treated as an authorized leave for the purposes of this Article.
- 32.1.4 For the purposes of this Agreement, prior teaching of a course as specified in Article 32.2.1 shall date from May 1, 2000.
- 32.1.5 For the purposes of Article 32, Continuing and Distance Studies (CDS) shall be regarded as a Unit. Any rights of reappointment, including an appointment as a Continuing Adjunct, acquired through teaching CDS courses, shall apply only to CDS courses.

32.2 Specific Right of Reappointment (SRoR) for Term Adjuncts

- 32.2.1 A Term Adjunct who has had full responsibility for teaching one or more course(s) at Queen's as an Adjunct at least three (3) times over four (4) consecutive academic years shall have a Specific Right of Reappointment (SRoR). The SRoR is a right to teach the same specific course(s) in the same course-delivery format in subsequent academic years, provided there is a record of good teaching per Article 29 and satisfactory performance of assigned duties, based on at least three (3) evaluations per Article 28.
- 32.2.2 A Term Adjunct with a SRoR shall be offered reappointment in accordance with that right unless
- (a) the course or course-section is being assigned to a Tenure-track/Tenured Member; a Continuing Adjunct; a Term Adjunct with seniority pursuant to Article 32.2.5 or a General Right of Reappointment (GRoR); or a Teaching

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Fellow who would not otherwise have an opportunity to teach as part of their graduate education;

- (b) the course or course-section to which the Member has a SRoR is not being offered;
- (c) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
- (d) the Term Adjunct has lost his/her Right of Reappointment per Article 32.4.2

32.2.3 In a case where Article 32.2.2(a) or Article 32.2.2(b) applies,

- (a) the Unit Head shall inform the Term Adjunct with the SRoR in writing of the reason(s) reappointment is not offered. The Unit Head shall provide the Term Adjunct with the opportunity to indicate his/her interest in teaching a section of the course in the same course-delivery format should Article 32.2.2(a) or Article 32.2.2(b) not apply to a section or sections of a course in a subsequent academic year;
- (b) the Term Adjunct shall maintain his/her SRoR, provided that he/she
 - (i) indicates to the Unit Head in writing his/her interest in teaching a section of the course in the future;
 - (ii) keeps the Unit Head informed in writing of any change in the Term Adjunct's mailing address, e-mail address, or telephone number; and
 - (iii) does not lose his/her SRoR per Article 32.4.2 or his/her SRoR does not expire per Article 32.4.1.

32.2.4 In the event that more sections of a course are offered than a Term Adjunct has a SRoR to teach, the Term Adjunct is not deemed to have a SRoR to any of the additional section(s) that may be offered. A Term Adjunct with a SRoR may be appointed to teach additional sections without posting.

32.2.5 In cases where two or more Term Adjuncts have earned a SRoR to the same course but fewer course-sections of the relevant course than applicants are available, the following shall apply:

- (a) The Term Adjunct who has taught the course most often as an adjunct at Queen's shall be appointed, provided that she/he has taught the course at

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Queen's within the past five (5) academic years and has a record of good teaching per Article 29.

- (b) If two or more Term Adjuncts have taught the course an equal number of times as an adjunct at Queen's, the Term Adjunct who has taught the course most recently shall be appointed provided that she/he has a record of good teaching per Article 29.
- (c) If two or more Term Adjuncts have an equally long record of teaching that course as an adjunct at Queen's, and have taught the course equally recently, and both have a record of good teaching per Article 29, the Term Adjunct who has a superior record of teaching that course per Article 29 shall be appointed.

32.3 General Right of Reappointment (GRoR) for Term Adjuncts

32.3.1 Eligibility for General Right of Reappointment (GRoR)

32.3.1.1 Subject to the provisions of Article 32.3.1.4, a Term Adjunct with a SROr who has served four (4) or more consecutive years as a Term Adjunct at Queen's University and whose years of service multiplied by the cumulative total of the full-course equivalents s/he has successfully taught in that period equals sixteen (16) or more shall be eligible to apply for a General (i.e. not course specific) Right of Reappointment (GRoR) within a Unit. Only SROrs to half (0.5) courses or more shall be counted toward a Member's eligibility for a GRoR. The GRoR is a right to a reappointment for a period of not less than one (1) year and not more than three (3) years to teach any course that the Member is demonstrably qualified to teach within a Unit in which s/he acquired the GRoR.

32.3.1.2 The teaching load entitlement (TLE) of a GRoR equals the full-course equivalents (comprised of half (0.5) courses or more) to which the Member has earned a SROr.

32.3.1.3 In instances where a Term Adjunct has become numerically eligible for a GRoR as a result of teaching performed in multiple Units, the provisions of Article 32.3.1 and Article 32.3.2 shall be modified where applicable by Article 32.3.6.

32.3.1.4 A Term Adjunct faculty Member who is numerically eligible for a GRoR shall not be reappointed if

- (a) the Member has been dismissed for cause or suspended for cause without pay for at least one (1) month; or

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(b) a financial exigency has been declared pursuant to Article 38.

32.3.1.5 A GRoR shall be granted to an eligible Term Adjunct when there is clear evidence, based on at least three (3) evaluations per Article 28, of demonstrated professional growth and the promise of future development as reflected in the following:

(a) A record of very good teaching (per Article 29) and clear evidence of a commitment to academic and pedagogical excellence; and

(b) A record of high-quality performance of assigned duties.

32.3.2 Procedures for Acquiring a General Right of Reappointment (GRoR)

32.3.2.1 The Modified Appointments Committee described in Article 25.10.3 shall make recommendations regarding the granting of GRoR.

32.3.2.2 The Unit Head shall inform all Term Adjuncts who will become eligible to apply for a GRoR pursuant to Articles 32.3.1.1 in writing of their eligibility no later than the first day of the Term prior to the Term in which he/she becomes eligible. At that time the Unit Head shall also advise the Member that he/she may submit his/her application for consideration by the Modified Appointments Committee (the Committee). Within thirty (30) days, a Member must indicate to the Unit Head in writing that he/she wishes to be considered for a GRoR, and submit any materials pursuant to Article 32.3.2.3 that he/she wishes to be considered by the Modified Appointments Committee.

32.3.2.3 A Term Adjunct who wishes to apply for a GRoR shall, on or before January 31 following the Unit Head's notice under Article 32.3.2.2 submit his/her 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 all courses or subject areas within the Unit the Member believes s/he is demonstrably qualified to teach; and

(d) any other materials relevant to the courses within the Unit that the Member is demonstrably qualified to teach (in addition to those courses for which the Member has been appointed in the past).

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The Member may also choose to include other material s/he believes is relevant to the criteria at Article 32.3.1.5.

32.3.2.4 Prior to February 15, the Unit Head shall

- (a) inform the Modified Appointments Committee of the Member's application;
- (b) make available to the Committee the Member's Official File (including the Member's Appointment Reports and teaching evaluations); and
- (c) make available to the Committee the Member's materials submitted pursuant to Article 32.3.2.3.

32.3.3 Application File

32.3.3.1 The Application File shall consist of all materials provided by the Member pursuant to Article 32.3.2.3, and all other material, reports and assessments compiled under Article 32.3.2.4.

32.3.4 Recommendations

32.3.4.1 By March 15 the Modified Appointments Committee shall meet to assess all materials in the Application File in order to determine

- (a) if the member has met the criteria set out at Article 32.3.1.5; and
- (b) which courses the Member is demonstrably qualified to teach in the 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.

32.3.4.2 In the case of an emerging negative recommendation on the question of whether to grant a GRoR at the Modified Appointments Committee level, 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.

32.3.4.3 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 supports or is opposed to the granting of a GRoR.

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32.3.4.4 By May 1, the Chair of the Modified Appointments Committee shall forward to the Member the written recommendation of the Committee on the question of whether to grant a GRoR with its reasons, and submit to the Unit Head, the Application File 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 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 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 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. However, if the Unit Head and the Committee cannot agree on a recommendation, the Dean shall decide the matter.

32.3.5.2 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 the date upon which the GRoR becomes effective, the Member's Teaching Load Entitlement (TLE), and it shall refer to Article 32.4 regarding the loss or expiration of a right of reappointment.

32.3.5.3 In the case of a negative decision, the Member shall retain any right of reappointment s/he held at the time of application for a GRoR.

32.3.6 Eligibility for a General Right of Reappointment (GRoR) Across Two or More Units

32.3.6.1 Article 32.3.6 applies to Term Adjuncts who have taught in more than one Unit and who wish to apply teaching experience in one Unit to their eligibility for GRoR in

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another Unit. To the extent applicable, Article 32.3.6 modifies the other provisions of Article 32.3.

- 32.3.6.2 A Term Adjunct with a SRoR who wishes to apply teaching experience in one Unit to his/her eligibility for GRoR in another Unit shall inform the Heads of all such Units in writing of all teaching performed in other Units by October 31 in the Fall Term, or February 15 in the Winter Term if they are only teaching in that Term. The Letter of Appointment for all Term Adjuncts will identify the need for a Term Adjunct to provide Unit Heads with this information.
- 32.3.6.3 The University shall consider teaching performed in multiple Units in the calculation of numerical eligibility for a GRoR only if the conditions of Article 32.3.6.2 are met.
- 32.3.6.4 The Head of the Unit for which the Term Adjunct has a SRoR or, if the Term Adjunct has a SRoR in more than one Unit, the Head of the Unit in which the greatest amount of teaching has been performed by the Term Adjunct shall initiate the procedures as set out at Article 32.3.2.2. Heads of Units in which the Term Adjunct subsequently earns a SRoR will initiate the procedures in Article 32.3.2.2 at that time. All Units in which the Term Adjunct has taught shall be copied on the correspondence prescribed by Article 32.3.2.2.
- 32.3.6.5 A Term Adjunct is eligible for a GRoR only in the Units in which s/he has a SRoR. Teaching load entitlement (TLE) as per Article 32.3.1.2 shall be on a Unit-specific basis.
- 32.3.6.6 If Unit needs change over time, a portion or all of the Member's TLE in one of the Units may be transferred to another Unit in which the member has a TLE after consultation with the Member. A Member may request that a portion or all of the Member's TLE in one of the Units be transferred to another Unit in which the Member has a TLE.
- 32.3.6.7 Each Unit in which a Term Adjunct applies for a GRoR shall independently complete the procedures as set out at Article 32.3.2.
- 32.3.6.8 Where a Dean is required to make a decision per Article 32.3.5 with regard to a Term Adjunct's applications for GRoR in more than one Unit, the Dean shall decide each application independently.
- 32.3.6.9 Where a Term Adjunct acquires a GRoR in multiple Units, Article 32.4.1 applies on a Unit specific basis.

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32.3.7 Reappointment of Term Adjuncts with a General Right of Reappointment

32.3.7.1 A Term Adjunct faculty Member who holds a GRoR per Article 32.3.1.1 shall be reappointed for a period of not less than one year and not more than three years provided there is a record of good teaching and satisfactory performance of other assigned duties, unless

- (a) the Member's teaching or other assigned duties are being assigned to a Tenure-track/Tenured faculty Member or to a Continuing Adjunct faculty Member, or the courses which the Member is qualified to teach are not being offered and/or the assigned duties are to be discontinued and there are no other courses offered that the Member is demonstrably qualified to teach; or
- (b) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
- (c) the Term Adjunct has lost his/her Right of Reappointment per Article 32.4.2; or
- (d) a financial exigency has been declared pursuant to Article 38.

32.3.7.2 For Term Adjuncts with a General Right of Reappointment who are reappointed, the appointment letter shall include the information required by Article 25.10.4.2. The appointment letter shall also specify the total length of appointment in accordance with Article 32.3.1.1 and the duties for the first year of the appointment, and it shall give an indication of expected duties for subsequent years, if applicable.

32.3.7.3 In the event the available courses which the Member is demonstrably qualified to teach will be of insufficient number to fulfill his/her GRoR teaching load entitlement (TLE), the Member shall be offered reappointment to teach only such courses as are available to him/her. An appointment at a teaching load that is less than the Member's TLE shall not diminish his/her GRoR or TLE.

32.3.8 Bumping Rights Amongst Term Adjuncts with a General Right of Reappointment

32.3.8.1 In cases where two (2) or more Term Adjuncts with a GRoR may be demonstrably qualified to teach a course or courses which they have not previously taught, and the assignment of the course or courses is necessary for reappointment of at least one (1) of the Term Adjuncts, the Unit Head shall notify the Members and the Modified Appointments Committee. The Unit shall seek the recommendation of the Committee on the respective qualifications of the Term Adjuncts prior to assigning the course or courses and prior to determining the issue of reappointment.

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32.3.8.2 In cases where two (2) or more Term Adjuncts have a GRoR, but fewer courses than equally qualified applicants are available, the following shall apply:

- (a) The Term Adjunct with the longest record of employment as an Adjunct in the Bargaining Unit shall be appointed; and
- (b) If two (2) or more Term Adjuncts have equally long records of employment as Adjuncts in the Bargaining Unit, the Adjunct who has taught the course(s) to be assigned most recently shall be appointed.

32.4 Expiration or Loss of Specific (SRoR) or General Right of Reappointment (GRoR)

32.4.1 A Term Adjunct's SRoR or GRoR shall expire if

- (a) the Term Adjunct has indicated that he/she does not wish to maintain his/her Right of Reappointment (on a per course-section basis), and made such indication in writing to his/her Unit Head; or
- (b) despite reasonable efforts, the Term Adjunct cannot be contacted at the last mailing or e-mail address or telephone number provided in writing to the Unit Head by the Term Adjunct; or
- (c) the Term Adjunct has not taught, as an Adjunct, the course(s) for which he/she has a Right of Reappointment for five (5) consecutive academic years.

32.4.2 A Term Adjunct shall lose his/her SRoR or GRoR if he/she

- (a) has been dismissed for cause or suspended for cause without pay for at least (1) month; or
- (b) does not meet the standard of good teaching and satisfactory performance of assigned duties as measured by evaluations per Article 29; or
- (c) has been disciplined at Queen's or at another institution for fraud or misconduct in academic activity (following the conclusion of the grievance process at that institution).

32.4.3 A Member with a SRoR or GRoR who declines a reappointment in order to undertake activities that will maintain or enhance the quality of the Member's scholarship and teaching, or to enable the Member to undertake other outside activities related to

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his/her scholarship and teaching, or to meet family obligations or for health-related reasons shall maintain his/her seniority for purposes of Article 32.2.5 and Article 32.3.8.2, provided that

- (a) the Member has notified the Unit Head in writing of the Member's reason for not accepting the available appointment;
- (b) the Unit Head has approved the Member's reason, and has so indicated to the Member in writing; and
- (c) the period of non-appointment does not exceed twelve (12) consecutive months.

32.4.4 A period of non-appointment per Article 32.4.3 does not count towards the years outlined in Article 32.4.1(c) that are used to determine expiration of SROr or GROr.

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 s/he has successfully taught in that period equals seventy-two (72) or more may apply to convert his/her 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 his/her 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 Criteria

32.5.2.1 A Continuing Adjunct appointment as defined in Article 25.1.3.2 shall be granted to an eligible Term Adjunct when there is clear evidence, based on at least six (6) evaluations per Article 28, of demonstrated professional growth and the promise of future development as reflected in the following:

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(a) A record of very good teaching (per Article 29) and clear evidence of a commitment to academic and pedagogical excellence; and

(b) A record of high-quality performance of assigned duties.

32.5.2.2 In order to be granted a Continuing Adjunct appointment as defined in Article 25.1.3.2, the Member must show that the evidence favours granting a Continuing Adjunct appointment.

32.5.3 Procedures

32.5.3.1 The Modified Appointments Committee shall make recommendations on all Continuing Adjunct appointment applications.

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

32.5.3.3 A Term Adjunct who wishes to apply for a Continuing Adjunct appointment shall, on or before January 31 following the Unit Head's notice under Article 32.5.3.2 submit his/her 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 all courses or subject areas within the Unit the Member believes s/he is demonstrably qualified to teach; and

(d) any other materials relevant to the courses within the Unit that the Member is demonstrably qualified to teach (in addition to those courses for which the Member has been appointed in the past).

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A Member may also choose to include other material s/he believes is relevant to the criteria at Article 32.5.2.1.

32.5.3.4 Prior to February 15, the Unit Head shall

- (a) inform the Modified Appointments Committee of the Member's application;
- (b) make available to the Committee the Member's Official File (including the Member's Appointment Reports and teaching evaluations); and
- (c) make available to the Committee the Member's materials submitted pursuant to Article 32.5.3.3.

32.5.4 Application File

32.5.4.1 The Application File shall consist of all materials provided by the Member pursuant to Article 32.5.3.3, and all other material, reports and assessments compiled under Article 32.5.3.4.

32.5.5 Recommendations

32.5.5.1 By March 15, the Modified Appointments Committee shall meet to assess all materials in the Application File in order to determine if the member has met the criteria set out at Article 32.5.2.1.

32.5.5.2 In the case of an emerging negative recommendation, the Chair of the Modified Appointments 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.

32.5.5.3 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 supports or is opposed to the granting a Continuing Adjunct appointment.

32.5.5.4 By May 1, the Modified Appointments Committee Chair shall forward to the Member the written recommendation of the Committee on the question of whether to grant a Continuing Adjunct appointment with its reasons, and submit to the Unit Head, the Application File including the written recommendation of the Committee with its reasons.

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32.5.5.5 In the case of a positive recommendation from the Modified Appointment Committee, the Unit Head shall recommend reappointment unless

- (a) the Unit Head, in reviewing the Unit's plans for the upcoming year, determines that the course(s) taught by the Member will be discontinued or re-assigned and there are no other courses offered in the Unit for which the member is demonstrably qualified; or
- (b) the Unit Head is not persuaded that the Member has met the applicable criteria set out at Article 32.5.2.1.

32.5.5.6 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.

32.5.6 Decision

32.5.6.1 In the case of a positive recommendation, the Dean shall grant the Continuing Adjunct appointment unless the Dean is not persuaded that the Member has met the applicable criteria set out at Article 32.5.2.1.

32.5.6.2 The Dean shall inform the Member of the decision in writing, including reasons for any denial, by July 1. The Dean's notification letter shall state the Member's FTE and that the appointment shall be effective July 1.

32.5.6.3 In the case of a negative decision, the Member shall retain any right of reappointment he/she held at the time of application for a Continuing Adjunct appointment.

32.5.7 Course Load Entitlement

32.5.7.1 Term Adjunct Members whose appointments are converted to Continuing Adjunct appointments shall be entitled to a course load of no less than the higher of

- (a) the average number of half courses per year he/she has taught in all years used in calculating eligibility for a Continuing Adjunct appointment; or

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(b) the average number of half courses per year he/she has 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.

32.5.8 Eligibility for a Continuing Adjunct Appointment Across Two or More Units

32.5.8.1 Article 32.5.8 applies to Term Adjuncts who have taught in more than one Unit and who wish to apply teaching experience in one Unit to their eligibility for conversion of a Term Adjunct appointment to a Continuing Adjunct appointment in another Unit. To the extent applicable, Article 32.5.8 modifies the other provisions of Article 32.5.

32.5.8.2 A Term Adjunct who wishes to apply teaching experience in more than one Unit toward his/her eligibility for a Continuing Adjunct appointment shall inform the Heads of all such Units in writing of all teaching performed in other Units by October 31 in the Fall Term, or February 15 in the Winter Term if they are only teaching in that Term. The Letter of Appointment for all Term Adjuncts will identify the need for a Term Adjunct to provide Unit Heads with this information.

32.5.8.3 The University shall consider teaching performed in multiple Units in the calculation of numerical eligibility for conversion to a Continuing Adjunct appointment only if the conditions of Article 32.5.8.2 are met.

32.5.8.4 The Head of the Unit in which the Term Adjunct has a Course Load Entitlement of one-half (0.5) full-course equivalent or greater, or if the Term Adjunct has a Course Load Entitlement of one-half (0.5) full-course equivalent or greater in more than one Unit, the Head of the Unit in which the greatest amount of teaching has been performed by the Term Adjunct shall initiate the procedures as set out at Article 32.5.3.2. Heads of Units in which the Term Adjunct subsequently achieves a Course Load Entitlement of one-half (0.5) full-course equivalent or greater will initiate the procedures in Article 32.5.3.2 at that time. All Units in which the Term Adjunct has taught shall be copied on the correspondence prescribed by Article 32.5.3.2.

32.5.8.5 A Term Adjunct may apply for a Continuing Adjunct appointment across multiple Units only in those Units where his/her Course Load Entitlement (calculated in accordance with Article 32.5.7.1 on a per-Unit basis as of the date s/he became numerically eligible for conversion) equals one-half (0.5) full-course equivalent or greater. The Member shall submit an application for a Continuing Adjunct appointment to each such Unit.

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32.5.8.6 Each Unit to which the Term Adjunct applies for conversion to a Continuing Adjunct appointment shall independently complete the procedures set out at Article 32.5.3 through Article 32.5.6.

32.5.8.7 Where the Term Adjunct submits more than one application for conversion to Continuing Adjunct appointment, the Dean shall assess and decide each application independently.

32.5.8.8 In the case of a positive recommendation in one or more of the Term Adjunct's application(s), the Course Load Entitlement for the Member's Continuing Adjunct appointment shall be the sum of the calculations (in accordance with Article 32.5.7.1) in all Units in which the Member's application was successful to a maximum of one-hundred (100) percent FTE.

32.5.8.9 Regardless of the number of successful applications, the Member shall be granted a single Continuing Adjunct appointment. The Member's workload may be assigned across the multiple Units as the respective Unit Heads, in consultation with the Member, may determine.

32.6 Promotion for Adjunct Faculty

32.6.1 The Renewal/Tenure/Promotion (RTP) Committee as defined in Article 30.2 shall make recommendations on all Adjunct promotion applications.

32.6.2 For the promotion of Adjuncts,

(a) the procedures set out in Article 30.7 through Article 30.16 shall apply mutatis mutandis; and

(b) the criteria set out in Article 30.6.1 through Article 30.6.7 shall apply to the same extent and in the same way that they apply to Tenured and Tenure-track faculty Members, except that when considering the length of time over which an Adjunct has developed his/her record of scholarly activity, the RTP Committee shall take into consideration any evidence as to the effect of the nature of the academic appointment(s) held by the Adjunct on his/her ability to engage in those scholarly activities.

32.6.3 Any Adjunct who was initially appointed with the rank of Lecturer because s/he had not yet obtained his/her Ph.D. shall be appointed with the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.

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- 32.6.4 A Continuing Adjunct who has held an adjunct appointment at the University for a minimum of twelve (12) consecutive years (excluding service as an Adjunct I and as a Sessional Adjunct) and who has been promoted to the rank of Professor in accordance with the provisions of Article 30 and Article 32 shall be granted a full-range Tenured appointment with the rank of Professor.

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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 scholarship and teaching, thereby assisting the University to achieve greater excellence in its basic areas of responsibility, the advancement of learning and effective teaching. Academic Leaves are also intended to promote scholarly and professional activity through sustained periods of research, concentrated study and creative work and through the extension of the range of contacts to other people, places, experiences, and ideas. Academic Leaves for Librarians and Archivists are also intended to serve the goals and objectives of the University by providing librarian and archivist Members with an opportunity to engage in scholarly and professional activities away from regular duties to maintain and enhance their professional effectiveness.

33.1.2 Eligibility for and Types of Academic Leaves

33.1.2.1 Only faculty Members with Tenured appointments and librarian and archivist Members with Continuing appointments are eligible for Academic Leave.

33.1.2.2 Members may apply for an Academic Leave no later than October 1 following completion of five years of service so that, if approved, the Academic leave will commence following six (6) years of service at the University, including a maximum of two (2) years of authorized leave, unless a shorter period is stipulated at the time of appointment. Time spent on Negotiated leaves shall not count towards Academic Leave unless approved by the Dean in writing at the time the Negotiated leave is granted.

33.1.2.3 A Member granted Tenure under the terms of Article 32.6.4 shall be eligible to apply for Academic Leave after three (3) years of service in a tenured appointment.

33.1.2.4 Members who are on a Reduced Responsibility appointment accumulate entitlement for Academic Leave on a pro-rata basis.

33.1.2.5 A first Academic Leave in a faculty Member's academic career shall be for twelve (12) months and shall be at one hundred (100) percent of the Member's Regular Salary.

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33.1.2.6 After a first Academic Leave, faculty Members shall be eligible to apply for second or subsequent Academic Leaves as follows:

- (a) After six (6) credited years of service following the previous Academic Leave the Member is eligible for
 - (i) a twelve (12) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary; or
 - (ii) a twelve (12) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary, where the twelve (12) month period is taken as two (2) six (6) month periods which may be either twelve (12) or eighteen (18) months apart and where the interval between the two (2) parts of the Academic Leave shall be counted as service towards the Member's next Academic Leave; or
 - (iii) a six (6) month Academic Leave at one hundred (100) percent of the Member's Regular Salary.
- (b) After three (3) credited years of service following the previous Academic Leave the Member is eligible for a six (6) month Academic Leave at eighty-five (85) percent of the Member's Regular Salary.

33.1.2.7 All Academic Leaves for faculty Members shall commence July 1 or January 1.

33.1.2.8 Academic Leaves for librarians and archivists may be for up to twelve (12) months at eighty-five (85) percent of the Member's Regular Salary. Normally, the Academic Leave shall be for a period of eight (8) months and may commence at any time during the year. Leaves for shorter periods where the project is of particular interest to the Library or Archives may be at full remuneration. A first Academic Leave in a career shall be at one hundred (100) percent of the Member's Regular Salary.

33.1.2.9 Librarian and archivist Members may also apply for shorter periods of leave to a maximum of four months in duration for the purpose of enhancing their professional development in their field of service or specialization within the Library/Archives. A leave may be granted by the University Librarian/University Archivist, subject to the recommendation of the Library 'department' Head affected (if applicable), and the ability of the Library/Archives to meet its service obligations to its users. This leave shall be at one hundred (100) percent of the Member's Regular Salary. Where a leave of more than one month has been granted, the University Librarian/University Archivist may make a temporary replacement appointment for no longer than the duration of the

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approved period of leave. Applications for the leave shall be submitted four (4) months in advance to the University Librarian/University Archivist and shall include

- (a) a detailed and clear plan for the leave, with reference to the objectives in Article 33.1.1.1 and the duration of the leave; and
- (b) any other supporting documents which the Member wishes to submit to support the application.

33.1.3 Application for and Approval of Academic Leave

33.1.3.1 Applications for Academic Leave shall be submitted to the Unit Head no later than October 1 of the year prior to the academic year in which the Academic Leave is requested to commence, and shall include

- (a) a detailed and clear plan for the leave, with reference to the objectives in Article 33.1.1.1;
- (b) an indication of the duration and allowance level requested, with an indication of which years are being used to establish the eligibility;
- (c) a statement of any external financial support which is to be sought for this leave; and
- (d) any other supporting documentation which the Member wishes to submit to support the application.

33.1.3.2 Failure of the Member to apply for an Academic Leave at the time when he or she is eligible to do so will mean that the time which elapses between eligibility for the Academic Leave and the actual commencement of the Academic Leave will not be counted toward eligibility for any subsequent Academic Leave.

33.1.3.3 Following submission of an application for an Academic Leave,

- (a) the Department Head (if applicable) shall review the Member's application and shall prepare a letter of recommendation. The Department Head shall submit his/her letter of recommendation and the Member's application to the Dean, University Librarian or University Archivist by October 15; and
- (b) the Dean, University Librarian or University Archivist shall review the Member's application, and the Department Head's recommendation (if applicable), and shall prepare a letter of recommendation. The Dean, University Librarian or University Archivist shall submit her/his letter of

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recommendation to the Provost and Vice-Principal (Academic) no later than October 31. Upon reviewing the recommendation, the Provost and Vice-Principal (Academic) (who may delegate this responsibility to the Dean, University Librarian or University Archivist) shall inform each applicant of the decision no later than November 30 of the year prior to the academic year for which the applicant has applied for leave.

33.1.3.4 When assessing a Member's application for Academic Leave, the decision shall be positive if the application meets the objectives in Article 33.1.1.1 and if it is likely that the proposed project(s) can be successfully carried out by the applicant. The assessment shall be based on a review of the following materials:

- (a) The application for Academic Leave;
- (b) The recommendation(s) of the Department Head (if applicable) and Dean; and
- (c) Any relevant materials from the Member's Official File.

33.1.3.5 If the application for Academic Leave of a faculty Member is approved, the Academic Leave shall either be granted or deferred per Article 33.1.7.

33.1.4 **Member's Report and Return to the University**

33.1.4.1 Except as outlined in Article 33.1.8.3, a Member shall return to the University for a period of at least six (6) months after the Academic Leave. If a Member does not return, the Member shall reimburse the University for one-half (½) of the remuneration paid during the Academic Leave. For good cause, this requirement may be waived at the option of the Dean.

33.1.4.2 Within ninety (90) days of return from Academic Leave, a Member shall submit to the Unit Head a report on the Member's accomplishments during the leave, relative to the plan submitted to the Unit Head.

33.1.4.3 Substantive changes to the research plan or location will require the written approval of the Unit Head.

33.1.5 **Status While on Academic Leave**

33.1.5.1 The Member on Academic Leave continues to be an employee of the University and is eligible for salary increases and promotions.

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33.1.5.2 A Member shall not engage in additional paid employment while on Academic Leave except

(a) when the additional paid employment will yield no more than the difference between the Member's actual salary (adjusted for the Academic Leave) and the Member's Regular Salary; or

(b) with the written permission of the Dean.

33.1.5.3 Benefits shall continue to be available to a Member on Academic Leave. The Member's and University's contributions shall be based on the Member's Regular Salary without reduction for the leave unless the Member chooses otherwise.

33.1.5.4 The Member will be assumed to have used a pro-rated portion of vacation during the period of Academic Leave.

33.1.6 Advancement of Academic Leave

33.1.6.1 A faculty Member may apply for an Academic Leave in the year before they are eligible under Article 33.1.2.6 if there are good academic reasons or compelling personal reasons for taking the Academic Leave in advance. The Dean may grant an advancement of the Academic Leave if the teaching and/or service needs within the University would not be jeopardized by the Member's request. If an Academic Leave is advanced, the period of service required prior to the subsequent Academic Leave shall be increased by a period of time equal to the advancement. A first Academic Leave may not be advanced unless Tenure has been granted.

33.1.7 Deferral of Academic Leave

33.1.7.1 A faculty Member may request a deferral of Academic Leave when he or she is eligible to apply for Academic Leave or after Academic leave has been approved. A deferral may be requested for academic or personal reasons, except that an Academic Leave that would otherwise overlap with a period of adjusted duties pursuant to Article 33.3.9 shall not be deferred. The Dean may defer the leave to a mutually acceptable time and shall not deny the deferral unless the deferral will impede the Unit's ability to meet its academic program obligations or the Academic Leave would overlap with a period of adjusted duties.

33.1.7.2 When a faculty member applies for Academic Leave, the Dean may determine that a deferral of Academic Leave is necessary so that the Unit's ability to meet its academic

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program obligations is not jeopardized by the member's absence, and the Dean may request deferral of the leave to a mutually acceptable time.

33.1.7.3 Deferrals shall be for a period of no fewer than six (6) months, and normally not more than one (1) year. In exceptional circumstances, deferrals at the Dean's request may be repeated for up to one (1) additional year, so long as all reasonable efforts are made to accommodate the deferred Member after the first deferral. For compelling personal or academic reasons, a deferral at the request of the Member may be repeated.

33.1.7.4 In the case of a deferral requested by the Dean, the faculty Member may choose one of the following options:

(a) Option 1: to count each six (6) months of deferral in the first year of deferral as six (6) months of service toward a subsequent Academic Leave, and count each six (6) months of deferral exceeding twelve (12) months as twelve (12) months of service towards a subsequent Academic Leave; or

(b) Option 2: to increase the allowance for the deferred Academic Leave as follows:

(i) For a one (1) year Academic Leave, for each six (6) months of the deferral an increase in the allowance of three and three quarters (3.75) percent; or

(ii) For a six (6) month Academic Leave based on three (3) years of service, for each six (6) months of the deferral an increase in the allowance of seven and a half (7.5) percent.

33.1.7.5 In the case of a deferral requested by the Dean, pay after one (1) year of deferral is ninety-two and a half (92.5) percent of the Member's Regular Salary for a twelve (12) month Academic Leave and one hundred (100) percent of the Member's Regular Salary for a six (6) month Academic Leave based on three (3) years of service; two (2) years of deferral (the maximum allowed) raises the pay to one hundred (100) percent of the Member's Regular Salary for a twelve (12) month Academic Leave.

33.1.7.6 During a deferral period at the request of the Member, service shall be counted, at the option of the Member, either towards a subsequent Academic Leave with each six (6) months of deferral counting as six (6) months of service toward a subsequent Academic Leave, or to an increase in the Academic Leave allowance as provided in Article 33.1.7.4(b).

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33.1.7.7 When a librarian or archivist Member applies for Academic Leave, the University Librarian may determine that a deferral of Academic Leave is necessary so that the Unit's ability to meet its service obligations is not jeopardized by the Member's absence, and the University Librarian may request deferral of the leave to a mutually acceptable time. The University Librarian or University Archivist 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 repeated, all reasonable efforts shall be made to accommodate such approved applications within a reasonable period of time, including allowing Members to take part-time leave (in which case the Member shall receive one hundred (100) percent of his/her Regular Salary) or splitting of leaves into shorter segments. The University Librarian/University Archivist will circulate to the Member a list of Academic Leave applications, granted and deferred each Academic Year, including the name of the Member and the Member's description of the planned scholarly activity or project.

33.1.8 Academic Leaves in a Member's Final Year of Employment

33.1.8.1 A Member in his/her final year of employment who is eligible for Academic Leave shall not, subject to the submission of a clear and acceptable plan per Article 33.1.3.1, be denied an Academic Leave.

33.1.8.2 Any Member whose Academic Leave is moved to the final year prior to retirement at her or his request, shall not receive additional compensation from the University per Article 33.1.7.6 during the leave.

33.1.8.3 Where an Academic Leave has been granted in a Member's final year, the requirement for reimbursement for failure to return after an Academic Leave shall be waived.

33.2 Personal Leaves

33.2.1 Bereavement Leave and Compassionate Leave

33.2.1.1 In the event of a death in a Member's immediate family, the Member shall be entitled to five (5) working days Bereavement Leave. "Immediate family" for the purposes of Article 33.2 is defined as spouse, common-law spouse, same sex partner, child, sibling, parent, mother/father-in-law, grandparent or grandchild, foster parent, ward or any other individual close to the employee.

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33.2.1.2 When an event such as illness, injury or death in a Member's immediate family occurs, and clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to Compassionate Leave with Pay for up to six (6) months or until the end of his/her appointment, whichever comes first. Members who have been employed continuously by the University for one (1) year or more at the commencement of the leave and currently hold an appointment of a years duration or longer within the University shall be entitled to up to six (6) months Compassionate Leave With Pay. All other Members shall be entitled to up to one (1) week of Compassionate Leave With Pay. The Member shall request such leave in writing to the Unit Head with sufficient particulars so as to enable the Unit Head to make a proper assessment of the request for leave.

33.2.1.3 Members may be entitled to additional Bereavement Leave or Compassionate Leave provided by law. Additional Bereavement Leave or Compassionate Leave with pay or without pay may be granted by the Unit Head.

33.2.2 Leave for Personal Reasons

33.2.2.1 Leave for Personal Reasons requiring urgent attention may be granted by the Dean, University Librarian or University Archivist with or without pay. The Dean, University Librarian/University Archivist shall be notified as soon as practicable of the length of the requested leave and the reasons for it. The Dean, University Librarian, or University Archivist shall make her/his decision based on the reasonableness of the request in light of all the circumstances.

33.2.3 Sick Leave

33.2.3.1 In accordance with the University's Sick Leave Plan and in accordance with the University's administrative guidelines, Members who are unable to carry out their assigned duties because of illness or injury are entitled, for each new occurrence, to Sick Leave With Pay for up to six (6) months or until the end of their appointment, whichever comes first. The term "new occurrence" and "recurrence" shall be as described in the administrative guidelines, a copy of which is attached for information purposes at the end of this Collective Agreement as Schedule B.

33.2.3.2 If a medical certificate is required to establish the state of the Member's health, the Associate Vice-Principal (Faculty Relations) or designate shall request that the Member provide a certificate dealing with the Member's ability to perform her/his responsibilities. If the Associate Vice-Principal (Faculty Relations) or designate has

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reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member.

33.2.3.3 If a Member is insured for benefits under the Long-Term Disability Plan (LTD) pursuant to Article 42.6, the Member must complete the required application for LTD benefits available from Human Resources prior to end of three (3) months of Sick Leave. If a Member has applied for LTD benefits, but coverage has not been confirmed prior to the expiry of Sick Leave (six (6) months), the Member may apply for an extension of Sick Leave until LTD coverage has commenced or has been denied (after appeal).

33.2.3.4 During the period of a Compassionate, Bereavement, or Sick Leave, with or without pay, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled) and the Pension Plan (if applicable), where the Member continues to pay her/his share.

33.3 Child-Care Leaves

33.3.1 Maternity Leave With Top-Up

33.3.1.1 Maternity Leave With Top-Up is a leave from work of up to twenty (20) weeks with top-up and benefits as specified in Article 33.3.1.4 and Article 33.3.1.5. Leave shall be granted upon written request per Article 33.3.1.2 if the Member will have been employed continuously by the University for one (1) year or more at the commencement of the leave and currently holds an appointment of a year's duration or longer with the University. Maternity Leave With Top-Up may be initiated by the Member at any time within eight (8) weeks of the expected delivery date.

33.3.1.2 To qualify for Maternity Leave With Top-Up, a Member shall notify her Unit Head in writing of the request for the leave, the date on which the leave is to commence and the expected date of return to work following the leave and shall complete the "Request for Family Leave or Leave of Absence" form (available from Human Resources). The notification to the Unit Head by the Member shall be made as soon as possible and no later than one (1) month prior to the commencement of the leave.

33.3.1.3 The notice period in Article 33.3.1.2 shall not apply if the Member stops working because of complications caused by her pregnancy, or because of a birth, still birth or miscarriage. A Member should keep her Unit Head advised of these matters.

33.3.1.4 The University will pay one hundred (100) percent of the Member's Regular Salary for the first two (2) weeks of Maternity Leave With Top-Up. During the following fifteen

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(15) weeks of the Maternity Leave With Top-Up the Member will receive a salary payment equal to the difference between one hundred (100) percent of the Member's Regular Salary and the amount of Employment Insurance maternity benefit the Member receives, based on the Member's Regular Salary, if she qualifies for Employment Insurance benefits. The remaining three (3) weeks shall be with full salary.

33.3.1.5 Eligible Members will receive top-up benefits noted in Article 33.3.1.4 on the understanding that the Member is expected to work for the University for at least six (6) months following the date of her return from Maternity Leave With Top-Up.

33.3.1.6 A Member who has received Maternity Leave With Top-Up may apply for Parental Leave Without Top-Up under Article 33.3.4.

33.3.2 Maternity Leave Without Top-Up

33.3.2.1 Upon written request to her Unit Head, a Member who has accrued at least thirteen (13) weeks of continuous service at the University preceding her estimated date of delivery is entitled to Maternity Leave Without Top-Up of up to seventeen (17) weeks. The Maternity Leave Without Top-Up may begin up to seventeen (17) weeks before the expected date of delivery.

33.3.2.2 A Member who has received Maternity Leave Without Top-Up may apply for Parental Leave Without Top-Up under Article 33.3.4.

33.3.3 Parental Leave With Top-Up

33.3.3.1 Subject to Article 33.3.3.2, a Member who is

- (a) a biological parent who has not received twenty (20) weeks of Maternity Leave With Top-Up;
- (b) the partner of a biological parent;
- (c) an adoptive parent; or
- (d) the partner of an adoptive parent

is entitled to Parental Leave With Top-Up.

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- 33.3.3.2 To qualify for Parental Leave With Top-Up the Member must have been employed continuously for one (1) year or more by the University at the commencement of the leave and currently hold an appointment of a year's duration or longer with the University.
- 33.3.3.3 The duration of the Parental Leave With Top-Up shall be fifteen (15) weeks. Where Maternity Leave With Top-Up has been granted, the total duration of the Maternity Leave With Top-Up and the Parental Leave With Top-Up shall be twenty (20) weeks.
- 33.3.3.4 The Parental Leave With Top-Up must be completed within fifty-two (52) weeks of the date when the child is born or comes into the custody or care of the parent.
- 33.3.3.5 If the Member is subject to a two-week waiting period before the commencement of benefits under the Employment Insurance Act, the University shall pay one hundred (100) percent of the Member's Regular Salary for the first two (2) weeks of Parental Leave With Top-Up. During the following thirteen (13) weeks of Parental Leave With Top-Up, the University shall pay the Member the difference between one hundred (100) percent of the Member's Regular Salary and the amount of the Employment Insurance benefit the Member receives, based on the Member's Regular Salary, if she/he qualifies for Employment Insurance benefits.
- 33.3.3.6 If the Member is not subject to a two-week waiting period before the commencement of benefits under the Employment Insurance Act, the University shall pay, for the fifteen (15) weeks of Parental Leave With Pay, the difference between one hundred (100) percent of the Member's Regular Salary and the amount of the Employment Insurance benefit the Member receives, based on the Member's Regular Salary, if she/he qualifies for Employment Insurance benefits.
- 33.3.3.7 Eligible Members will receive top-up benefits noted in Article 33.3.3.5 and Article 33.3.3.6 on the understanding that the Member is expected to work for the University for at least six (6) months following the date of his/her return from Parental Leave With Top-Up.
- 33.3.3.8 A Member who wishes to apply for Parental Leave With Top-Up shall notify his/her Unit Head in writing of the request for the leave, the date on which the leave is to commence and the expected date of return to work following the leave and shall complete the "Request for Family Leave or Leave of Absence" form (available from Human Resources). The notification to the Unit Head by the Member shall be made as soon as possible and no later than one (1) month prior to the commencement of the leave.

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33.3.3.9 The notice period in Article 33.3.3.8 shall not apply if the Member stops working because the child is born or comes into the care of the parent sooner than expected. For adoptive parents, the University shall make every reasonable effort to accommodate “pre-custody” needs. Members should keep their Unit Head advised of these matters.

33.3.3.10 A Member who has received Parental Leave With Top-Up may apply for Parental Leave Without Top-Up under Article 33.3.4.

33.3.4 Parental Leave Without Top-Up

33.3.4.1 A Member who has received Maternity Leave With Top-Up or Parental Leave With Top-Up may apply for up to one (1) year of Parental Leave Without Top-Up following the conclusion of the paid leave. The leave shall be granted upon written request to the Member’s Unit Head. The leave must commence within fifty-two (52) weeks of the child’s birth, or of the child coming into the care and custody of the parent and shall include any entitlement to Parental Leave Without Top-Up provided by law. The leave must normally commence immediately after the paid leave has concluded.

33.3.4.2 A Member who is a parent and who has not received Maternity Leave With Top-Up or Parental Leave With Top-Up and who has been employed by the University for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent’s custody or care for the first time, may apply for Parental Leave Without Top-Up for a period of up to thirty-seven (37) weeks (the actual length of time may vary depending on whether or not the Member has taken Maternity Leave Without Top-Up). The leave must commence within fifty-two (52) weeks of the child’s birth, or of the child coming into the care and custody of the 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 her/his Unit Head with a 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 application should include the expected date the leave is to commence, and the expected date of return to work following the leave.

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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 Maternity Leave With Top-Up, Maternity Leave Without Top-Up, Parental Leave With Top-Up, or Parental Leave Without Top-Up, or a Reduced Responsibility appointment under Article 26 to fulfill parental responsibilities following the birth or adoption of a child, may elect to have a Renewal, Tenure/Continuing appointment or Promotion decision postponed for a period of one (1) year for each such leave.

33.3.7 Benefit Allocation

33.3.7.1 During the period of Maternity Leave With Top-Up or Parental Leave With Top-Up both the Member and the University shall continue to pay their respective shares of the premiums for the group benefit plans (in which the Member is enrolled) and the Pension Plan.

33.3.7.2 During the period of a Maternity Leave Without Top-Up or a Parental Leave Without Top-Up, the University shall continue to pay its portion of the premiums for the group benefit plans (in which the Member is enrolled) and the Pension Plan (if applicable), where the Member continues to pay her/his share.

33.3.7.3 Vacation entitlement shall continue to accrue while a Member is on Maternity Leave With Top-Up, Maternity Leave Without Top-Up, Parental Leave With Top-Up, or Parental Leave Without Top-Up.

33.3.8 Term Adjunct Service

33.3.8.1 Child-Care Leave taken pursuant to this Article shall count as an authorized leave for the purposes of Article 32.1.3 for Term Adjunct faculty Members.

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

33.3.9.1 Full-time Tenured or Tenure-track and Special appointment faculty Members who have taken Maternity Leave With Top-Up per Article 33.3.1 or Parental Leave With

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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 Maternity 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 leave without pay when the Member seeks a nomination as a candidate for political office, is a candidate, or holds political office in municipal, provincial, territorial or federal government.

33.4.2 The Member shall advise the Unit Head as soon as practicable of the intention to seek a leave for these purposes. Such leaves may be partial or full. Leaves shall be for a specific term but shall be renewed upon proper application confirming the continuation of relevant circumstances subject to Article 33.4.3.

33.4.3 If the Member is successful in her/his election bid, she/he will be granted a leave without pay for one (1) or more terms, for a period not normally to exceed five (5) years.

33.5 Court and Related Leave

33.5.1 Upon application to the Member's Unit Head, a Member shall be granted a leave of absence With Pay when the Member

(a) is called for jury duty;

(b) is subpoenaed as a witness; or

(c) is required to attend court as a defendant, respondent, or accused.

33.5.2 A Member who is involved in a legal action commenced by the Member and who intends to be absent in connection with that purpose shall apply to the Dean, University Librarian, or University Archivist for a leave of absence with or without pay.

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33.5.3 The Dean, University Librarian, or University Archivist shall consider the nature of the Member's interest in the legal action, the merits of the action and the duration of the intended absence when deciding whether to grant a leave of absence with or without pay.

33.6 **Negotiated Leave**

33.6.1 A Member may apply for Negotiated Leave with or without pay, which is intended to provide the Member with the opportunity to be released from some or all of her/his duties at the University in order to undertake other outside activities. In the case of Adjunct faculty Members, Negotiated Leave is also intended to provide an opportunity to maintain and enhance the quality of their scholarship and teaching.

33.6.2 A Member shall make an application in writing to the Unit Head, stating the reasons for the request, the period and location of the leave, and her/his proposals for pension and benefits arrangements. With the recommendation of the Unit Head and the Dean, the Provost and Vice-Principal (Academic) or delegate shall make a decision on the application and inform the applicant in writing.

33.6.3 Applications for Negotiated Leave by Adjunct faculty Members which accord with the purposes set out in Article 33.6.1 and which benefit both the Member and the Unit shall be encouraged by Unit Heads. In the case of a successful application by an Adjunct faculty Member for such a leave, the following efforts shall be made to provide the Member with full or partial remuneration:

- (a) Unit Heads, with advance notice of an application for a Negotiated Leave by an Adjunct Member, shall plan for such eventualities in order to provide the Member with all or as much as possible of the necessary funding from within the Unit;
- (b) Teaching in the Unit shall be allocated and scheduled in a way that facilitates the Member's absence and minimizes loss of income for the Member;
- (c) Members shall have the option of deferring payment for any overload duties they may have undertaken to a later date which could be during a period of leave; and
- (d) Members applying for leave shall be given preferential consideration when applying for the Fund for Scholarly Research and Creative Work under Article 36.2.

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33.6.4 Normally, a Negotiated Leave is for up to two (2) years. However, the Provost and Vice-Principal (Academic) or delegate may, on the recommendation of the Dean, extend the leave for a further period where such an extension would not unduly disrupt the activities and obligations of the Department.

33.6.5 Subject to Article 33.3.7.2 and Article 33.2.3.4, a Member who is on any form of unpaid leave may continue his/her coverage under the group benefits plans (in which the Member is enrolled) by making appropriate arrangements to pay both the Member's and the University's share of the premiums.

33.7 Pension Plan Contributions

33.7.1 A Member who is a member of the Revised Pension Plan and who is on any form of paid or partially paid leave pursuant to this Article shall have the option of making her/his required Money Purchase Contributions based upon the Member's Regular Salary with or without reduction for the leave.

33.7.2 A Member who is a member of the Revised Pension Plan and who is on any form of unpaid leave pursuant to this Article shall have the option of not contributing to the Revised Pension Plan for the duration of the unpaid leave or making her/his required Money Purchase Contributions based upon the Member's Regular Salary.

33.7.3 Where the Member has elected to continue making his/her required contributions to the Revised Pension Plan pursuant to Article 33.7.1 or Article 33.7.2, the University shall continue to make its corresponding contributions according to the terms of the governing Revised Pension Plan document.

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 originals, or in the event the original document is received in facsimile or electronic form, a true paper copy.
- 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 or University Archivist. 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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- 34.2.4 Student surveys/evaluations of courses submitted by the University to any decision-maker, hearing, mediation or appeal committee shall be considered part of the Official File provided the survey/evaluation instruments have been approved by the Parties pursuant to Article 29. Notwithstanding Article 34.2.3, numerical data and statistical measures from student surveys/evaluations carried out in accordance with Article 29 shall be placed in the Official File. The University shall ensure that the raw data, whether in paper or electronic form, are provided to the Member affected within ninety (90) days after the deadline for the submission of final marks.
- 34.2.5 The Member shall have the right to have included in her/his Official File written comments on the accuracy, relevance, meaning or completeness of the contents of the Member's Official File. These comments may include supplementary documents considered relevant by the Member.
- 34.2.6 Members have the right to have removed from their Official Files material that is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 34.2.7 The Member shall make an application in writing to the Head, Dean, University Librarian or University Archivist who shall decide within twenty (20) working days whether the impugned material is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 34.2.8 Members shall be informed in writing within thirty (30) working days of any additions to their Official Files of evaluative material, except that Members need not be informed of the addition of routine financial information, USAT evaluations or other student surveys/evaluations approved by the Parties, and routine file maintenance in the office where the file is maintained. No material shall be deleted from the Official File without the express written permission of the Member.
- 34.2.9 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required
- (a) for official University administrative purposes;
 - (b) for grievance and arbitration purposes;
 - (c) by this Agreement; or

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(d) by law.

34.3 Access to the Official File

- 34.3.1 A Member has the right to examine the entire contents of his/her Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Unit Head. If staff are not immediately available to oversee the process, the examination may be delayed to a time specified by the Unit Head, which will normally be before the end of the next business day. A Member may be required to produce identification before access to his/her Official File is granted. A Member shall not remove his/her Official File, or parts thereof, from the office where it is held. The Member may be accompanied by a representative of the Association when the Member is reviewing his/her official file.
- 34.3.2 Members may, upon written request, obtain on a cost-recovery basis a copy of any document in his/her Official File to which he/she has a right of examination. For documents that have not been copied to the Member, she/he shall be entitled to one (1) copy at no cost.
- 34.3.3 At the Member's request, a complete copy of the Official File shall be provided to the Member in the year in which a Member is preparing a Renewal, Tenure, Continuing Appointment or Promotion application.
- 34.3.4 A record shall be kept of the names of all persons granted access to the Official File together with the date and the reason except for those adding routine financial or administrative information or conducting routine file maintenance as provided for in Article 34.2.8 Such record shall be contained in the Official File.
- 34.3.5 If copies are made of documents in the Official File, a record shall be kept of which documents were copied, and where they were placed. It is understood that the copying of documents containing only routine financial or administrative material is not subject to such recording.
- 34.3.6 Access to the contents of an Official File for Article 34.2.9(d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Provost and Vice-Principal (Academic) or someone designated by her/him in writing. The Provost and Vice-Principal (Academic) or delegate shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by law.

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34.4 RTP and Reappointment Assessment Files

- 34.4.1 Any files created for RTP and reappointment assessment purposes shall be deemed to be an annex to the Official File. As new documents are created or obtained in the assessment process, they shall be added to the assessment file. No material shall be included in the file that does not meet the requirements governing inclusion of material in the Official File as specified in Article 34.
- 34.4.2 The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in her/his office, except when signed out by a member of the appropriate Committee. If working copies are made for Committee members, the Chair of the Committee shall ensure destruction of the copies at the conclusion of the assessment process.
- 34.4.3 A copy of all solicited letters of reference or assessments shall be placed upon receipt in the Official File of the Member without letterhead and signature(s) block. Only the Dean, University Librarian/University Archivist may retain the complete originals of such letters in a file separate from the Official File. If such a letter is to be used for any purpose other than the evaluation for which it was solicited, the Member shall be advised in writing of the intended use, and she/he shall be provided with a copy of the letter. The letter shall then be placed in the Member's Official File.
- 34.4.4 All other assessments concerning the evaluation of a Member shall be in writing, signed and included in the Official File and be made available to the Member.

34.5 Archiving of the Official File

- 34.5.1 Members' Official Files shall be archived in accordance with the University's records management schedules following a period of continuous non-appointment at the University.

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 accommodate 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 accommodated 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;

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- (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, graduate, correspondence or distance-taught course for degree credit.

35.2 Provisions Related to Librarians and Archivists

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

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

- (a) Librarians and archivists are accountable for the operation and management of the University Library and Archives, and as such have primary responsibility for planning and directing the Library's and Archives' budgets, staff, facilities and technological infrastructure, consortial and partnership initiatives, and for leading the Library and Archives strategic planning and goal setting;
- (b) Librarians and archivists, while working in co-operation and partnership with all staff in the Libraries and Archives, have a lead role as mentors, problem-solvers and decision-makers within their "departments" and administrative units; and

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(c) Librarians and archivists set standards and procedures for the provision of services undertaken by the Library and Archives.

35.2.3 Except for short periods, and as a result of exceptional circumstances, the core functions set out in Article 35.2.2 will not be assigned to persons who are not professional librarians or archivists.

35.2.4 While portions of many of the functions listed below could be carried out by others, the complete scope of any of the following functions shall not be carried out by persons who are not professional librarians:

(a) Initiating and leading the implementation and evaluation of the Library's programs and services;

(b) Planning library information systems and electronic services development;

(c) Providing specialized reference assistance and research consultation, and setting standards for the provision of the Library's reference and research services;

(d) Designing curricula and delivering instruction to meet the information literacy and learning needs of the Queen's community;

(e) Developing, assessing and ensuring the preservation of the Libraries' collections; ensuring effective access to these resources through the provision and maintenance of accurate and relevant cataloguing, classification and indexing of library collections;

(f) Performing original and specialized cataloguing and classification as necessary; and

(g) Conducting inquiry and research to advance librarianship's knowledge-base, not precluding such inquiry and research conducted by members in other disciplines.

35.2.5 While portions of many of the functions listed below could be carried out by others, the complete scope of any of the following functions shall not be carried out by persons who are not professional archivists:

(a) Initiating and leading the implementation and evaluation of the Archives' programs and services;

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- (b) Determining the operational requirements for information systems and electronic services development in the Archives;
- (c) Providing specialized reference assistance and research consultation, and setting standards for the provision of the Archives' reference and research services;
- (d) Performing instruction and training to meet Archives-related research, plus the corporate records management needs of the University community;
- (e) Providing instruction and professional experience to intern students in the Archives;
- (f) Carrying out the development, assessment, and preservation of the Archives' fonds and collections;
- (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 strategic partners and allies; and
- (l) Conducting inquiry and research to advance the knowledge base of the information and preservation sciences, not precluding such inquiry and research conducted by members in other disciplines.

ARTICLE 36 WORKING CONDITIONS

36.1 General

- 36.1.1 Within the framework of institutional resources, the University shall provide adequate facilities and support to enable Members to fulfill their academic responsibilities as defined in Article 15.
- 36.1.2 Inadequacies of facilities and support shall be taken into consideration when assessing the performance of Members. In teaching, it is understood that poor facilities may have an impact upon a Member's performance, and lack of support may increase the effective teaching load associated with a given assignment. In research, Members who require more than the basic resources available on campus (e.g., Library and other information facilities) are encouraged to seek resources from external sources for their activities. The University, in signing any application for such support, commits itself to providing the basic infrastructure for the carrying out of such research. In the event that the basic research infrastructure cannot be provided, it is understood that this may limit the scholarly productivity of the Member.
- 36.1.3 Regular faculty Members shall be provided with private appropriately furnished offices and telephones. While it is recognized that it may not always be possible to provide Adjunct faculty Members with private offices and telephones, every reasonable effort shall be made to provide Continuing Adjunct Members, especially those with a full teaching load and service responsibilities, with such facilities. Furthermore, all Adjunct faculty Members who are expected to be on campus three (3) or more days a week will have an office, which may be shared, unless other working spaces suitable to their function are provided. If, for good reasons, it should prove impossible to provide office space, space for lockable storage of personal property will be provided, as will space for private meetings with students during a reasonable number of scheduled office hours. Librarian and archivist Members shall be provided with telephones and with private appropriately furnished offices unless alternate working space suitable to their function is provided for, after consultation with the Member.
- 36.1.4 Members shall be entitled to free connection from their computers at an on-campus location to the University's computer system that will permit access to e-mail, library resources and services, course management tools and Internet services. For Adjunct faculty Members, this location may be in a private or shared space but shall allow for confidential communication.
- 36.1.5 It is recognized that all Members need to be able to send and receive mail at their University addresses. Postage relating to teaching, administration, and the submission of research grant applications shall be provided by the University, while

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duplication and office supplies for these purposes shall be provided by the Unit. With respect to other aspects of scholarly or creative work, Units shall determine the extent to which they will assist their Members with the cost of related duplicating services, postage, office supplies, secretarial services and computing equipment and services. As well, the Unit shall provide any resources agreed to in advance by the Unit Head.

36.1.6 All Members shall have reasonable access to the University's Library services, collections, and facilities. Adjunct Members shall have reasonable access to the University's Library services, collections and facilities from the time they accept an offer of employment to up to eight months following the end of their appointment. Library access granted before and following the term of the appointment as set out in the Member's letter of appointment shall be arranged by a letter from the Unit Head to the Library.

36.1.7 Electronic University-wide telephone or address directories shall include all Members employed in the Bargaining Unit as soon as practicable after they accept an offer of employment.

36.1.8 Members shall be assigned a University e-mail address as soon as practicable after they accept an offer of employment. For Adjunct Members, this e-mail address shall be functional for eight (8) months following the end of the Member's appointment, unless otherwise extended by the Unit Head.

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

36.2.1 A fund of one hundred and eighty-five thousand dollars (\$185,000) 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.

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- 36.2.3 The sub-committee shall determine the frequency of competitions (which shall be held a maximum of three times per academic year) and the form and deadlines for application to the Fund.
- 36.2.4 It is the intention of the Parties that the Fund be used to support as many deserving applications as possible.
- 36.2.5 In making awards from the Fund, the sub-committee shall give consideration to the relative merits of proposed applications and projects and to other sources of funding available to the applicant.
- 36.2.6 Adjunct Members may make more than one application in any year but no more than two thousand five hundred (2,500) dollars per year shall be awarded to an Adjunct Member who is teaching one (1.0) or less full course equivalents per year and no more than five thousand (5,000) dollars shall be awarded to an Adjunct Member who is teaching more than one (1.0) full course equivalents per year.
- 36.2.7 Adjunct Members who receive awards from the Fund in the form of salary stipends shall submit a report to the sub-committee of the JCAA on the progress or completion of the scholarly or creative work, or professional development as set out in their applications to the Fund.
- 36.2.8 Post-Doctoral Fellows are not eligible to apply to the Fund for Scholarly Research and Creative Work and Professional Development while holding an appointment as a Post-Doctoral Fellow at Queen's University.
- 36.2.9 Unspent money in the Fund in any fiscal year shall carry-forward in the Fund for disbursement in the subsequent fiscal year.

36.3 Professional Expenses

- 36.3.1 The Parties recognize that Members incur professional expenses in order to maintain and enhance their academic and professional competence, and their respective disciplinary or specialist expertise. The University shall reimburse Members (except Term Adjunct faculty Members) for such expenses to the following annual maxima:
- (a) One thousand six hundred and seventy-one (1,671) dollars for 2011-2012.
 - (b) One thousand six hundred and ninety-six (1,696) dollars for 2012-2013.

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(c) One thousand seven hundred and twenty-one (1,721) dollars for 2013-2014.

(d) One thousand seven hundred and sixty-four (1,764) dollars for 2014-2015.

36.3.2 The University shall reimburse Term Adjunct faculty Members for such expenses to the following annual maxima per half (0.5) credit course or equivalent:

(a) Two hundred and thirty-eight (238) dollars for 2011-2012.

(b) Two hundred and forty-two (242) dollars for 2012-2013.

(c) Two hundred and forty-five (245) dollars for 2013-2014.

(d) Two hundred and fifty-one (251) dollars for 2014-2015.

36.3.3 Members who are on a Reduced Responsibility appointment or a leave pursuant to Article 33 are entitled to full reimbursement as set out above.

36.3.4 If a Member incurs less than the maximum in any year, the balance can be carried forward for two (2) years.

36.4 Travel Expenses

36.4.1 Any Member who is required to travel away from the main or west campus for University teaching or administrative purposes shall be reimbursed for travel expenses on the basis of the University's Travel and Subsistence Policy as amended from time to time and available from the Office of Financial Services or at <http://www.queensu.ca/financialservices/policy/travel.html>.

36.4.2 Term Adjuncts who at the time their first appointment commences reside, and in the case of subsequent appointments continue to reside, more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach shall be appointed as commuting adjuncts in their letters of appointment and shall be eligible for reimbursement for certain bona fide travelling and accommodation expenses set out in Appendix G, incurred because of their travel to the stated location of the course to complete their duties for the University.

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36.5 Teaching Support for Adjuncts

- 36.5.1 Adjunct Members shall receive the same support (such as markers, teaching assistants, accompanists or other assistants) as is available to tenure-track or tenured faculty in the Unit.
- 36.5.2 Within the constraints of the University's responsibility to make timetabling arrangements for its academic programs in a timely manner and according to the policies and practices established by the University Timetable Committee, the University shall make reasonable attempts to accommodate the requests of an Adjunct Member concerning the scheduling of the Member's teaching.

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

- (a) conforms with the provisions of Article 37;
- (b) addresses all academic responsibilities of Members per Article 15;
- (c) ensures that the academic program obligations of the Unit as approved by the Senate can be met;
- (d) ensures that the assignment of scheduled duties of Members in the Unit is carried out as equitably as possible;
- (e) has been ratified by a majority of Members in the Unit who cast ballots in a ratification vote; and
- (f) has been approved by the Dean.

37.1.3 Unit Workload Standards shall be made available to Members through Unit offices and shall be distributed to all new Members.

37.1.4 The Workload Standard shall, where appropriate, stipulate guidelines concerning the following:

- (a) The range of responsibilities required for promotion, tenure and merit;
- (b) Normal teaching load (including preparing/presenting courses, evaluation, academic counseling, curriculum development and revision, supervising academic and teaching assistants, the nature of the course, the course enrollment per instructor, method of instruction, method of evaluation, the role of technology, course level, availability of teaching assistance, and the number of times the course has been taught by a Member);
- (c) Normal supervisory load (including intern, clinical, research, theses and/or other academic supervision of undergraduate and graduate students);

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- (d) Normal expectations of the extent of commitment to scholarly/research or other creative work, without stipulating quantity of research work to be produced;
- (e) Normal administrative load;
- (f) Mechanisms for dealing with extraordinary tasks accompanying administrative or other workload; and
- (g) Workload expectations for the diversity of types of appointments and specialized functions within a Department/Unit.

37.1.5 The Workload Standard for each Unit shall

- (a) allow Members, in co-operation with the Unit Head, to arrange their responsibilities in a manner that provides for the most efficient allocation of work and time while allowing the Unit to fulfill its academic program obligations;
- (b) allow Members to see and understand the calculation of their own responsibilities and the responsibilities of their colleagues. To facilitate transparency, the Unit Head shall make available a list of teaching and service duties of all members as they are being formulated for the following academic year, and a summary list of final allocations in the fall for that year;
- (c) distribute responsibilities among Unit Members as equitably as possible, and reflect the need among all tenured and tenure-track Members for research time;
- (d) integrate teaching with research by providing for the assignment of teaching within a Member's area(s) of research interest and expertise, subject to the Unit's ability to fulfill its academic program obligations; and
- (e) distribute teaching loads in a manner that encompasses all of the teaching responsibilities undertaken by Members, including classroom teaching, lab teaching and supervision, class and lab preparation, course planning and scheduling graduate supervision, individual project supervision, extracurricular academic student coaching, and student consultation, as applicable for the Unit.

37.1.6 A Unit may review its Workload Standard only if, in the view of the Dean or in the view of a majority of Members who cast ballots, one or more of the following applies:

- (a) There has been a significant change in the resources of the Unit;

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- (b) There has been a significant change in the academic program obligations of the Unit;
 - (c) The current Workload Standard does not adequately lead to a fair allocation of workload in the Unit and/or a fair balance between scheduled and unscheduled duties;
 - (d) The current Workload Standard provides for a scheduled review.
- 37.1.7 A proposal for the Unit's original Workload Standard and any proposed alteration of an existing Workload Standard as a result of a review shall be formulated by a committee of Members in the Unit and elected by the Unit. This Workload Committee shall conduct any review initiated under Article 37.1.6. The Committee shall invite the Unit Head to inform it on the academic program obligations of the Unit, and/or resources of the Unit and any other relevant matters.
- 37.1.8 The Committee may consider any matter relevant to workload issues in formulating a proposed Workload Standard including but not limited to
- (a) the academic program obligations of the Unit;
 - (b) past practices in the Unit;
 - (c) the Workload Standard established in other cognate disciplines at Queen's University with similar academic obligations; and
 - (d) the workload practices followed in similar disciplines at other universities.
- 37.1.9 The proposed Workload Standard shall be ratified by a majority of Members who cast ballots in a ratification vote. The Committee shall provide a copy of the ratified Workload Standard to the Dean within two (2) weeks of its ratification. The Dean shall respond within six (6) weeks of receiving the ratified Workload Standard from the Committee.
- 37.1.10 The Dean shall accept a ratified Workload Standard provided that it permits the Unit to fulfill its academic program obligations. If the Dean rejects the ratified Workload Standard, the response under Article 37.1.9 shall
- (a) explain in writing how the proposed Workload Standard does not allow the Unit to fulfill its academic program obligations; and

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(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.

- 37.1.11 If the Dean has rejected a ratified Workload Standard in accordance with Article 37.1.10, the Dean shall meet with the Committee to address his/her 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 ballots in a vote.
- 37.1.12 Until a new Workload Standard is established in accordance with Article 37.1.6 through Article 37.1.11, the previous Workload Standard shall continue to apply.
- 37.1.13 The Association and the Faculty Relations Office shall be given a copy of any new or updated Workload Standard by the relevant Dean.

37.2 Assignment of Teaching and Service Duties for Faculty

- 37.2.1 In conformity with the Workload Standard for the Unit, Members working on a full-time basis shall carry out an appropriate combination of duties as described in Article 15, to a total of one (1) full-time equivalent (FTE) of duties. Members working on a reduced responsibility basis shall carry out an appropriate fraction of FTE duties. Members appointed to perform specific tasks shall not be assigned workload obligations beyond those expected for the full completion of those specific tasks.
- 37.2.2 Teaching and service duties are assigned to a Member by the Unit Head as part of the Member's workload. While time can be allocated for research, scholarly or creative work, specific research or creative tasks or areas shall not be assigned. In the assignment of teaching and service duties, continuing responsibilities for previously accepted service and/or teaching duties shall be taken into account, and care must be taken to ensure that the balance of scheduled and non-scheduled duties affords adequate opportunity for each Member to participate fully in all aspects of his/her career 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.

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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 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 accommodated and encouraged 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.
- 37.2.6 In assigning teaching and service activities, the Unit Head shall
- (a) assign a less-than-typical load of both teaching and service duties during the first year of a Member's Initial Tenure-track appointment. Normally, a less than-typical combined load of teaching and service duties should continue for the entire Initial Tenure-track appointment; and
 - (b) only assign teaching duties to Members for two (2) four- (4-) month periods during each academic year, except in the event of an unforeseen and urgent situation, in which case Members may agree to accept additional teaching duties and for which the Members shall be compensated by either an overload payment or a corresponding reduction of workload in a following academic year.
- 37.2.7 Notwithstanding Article 37.2.6(b), Members in the School of Rehabilitation Therapy may have a minimum of five (5) months per academic year without assigned teaching duties, at least three (3) months of which shall be consecutive, if the Director determines that it is not practical to provide four consecutive months without assigned teaching duties. Members who have teaching duties assigned under these circumstances shall not be eligible for additional compensation by an overload payment or a corresponding reduction of workload in any subsequent academic year due to the assignment.

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- 37.2.8 Within the constraints of the University's responsibility to make timetabling arrangements for its academic programs in a timely manner and according to the policies and practices established by the University Timetable Committee, as described in Article 37.3, the University shall make reasonable efforts to accommodate the requests of the Members concerning the scheduling of the Member's teaching based on the Member's research requirements, other academic responsibilities, medical condition, family circumstances or preferences. Where it is not possible to accommodate such requests, a Member will be advised in writing of the reasons by those responsible for timetabling.
- 37.2.9 Except in special or well-established circumstances, no Member shall be required to teach outside the normal teaching day established and approved by the Senate, although Members may elect to do so.
- 37.2.10 The University will make a reasonable effort to assign and schedule teaching responsibilities in a manner that provides each Member with one day each week in each academic term that is free of teaching and administrative responsibilities in order to be able to concentrate on research activities.
- 37.2.11 When unforeseen events occur after the workloads have been assigned which require alterations in assigned workloads to meet the obligations of the Unit, the Unit Head shall make all reasonable efforts to re-arrange workloads with the consent of the Members. If the Unit Head cannot make such a re-arrangement, the workload assignment of a Member may be altered without the Member's consent, so long as the Unit Head makes a reasonable choice from the pool of qualified Members, with due regard to the circumstances and commitments of those Members.
- 37.2.12 If a course is cancelled, the assigned teaching load of a Member can be adjusted, so long as it does not increase the Member's total teaching load within the Unit's planning cycle. The Unit's planning cycle for this purpose can be up to five (5) years, as set out in the Workload Standard.
- 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.

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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 either a Dean, Associate Dean or Member and who is a voting member of the Committee). The Association shall have the right to nominate two (2) of the six (6) faculty Members to the Committee.

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

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

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

37.4 Changes to Regular Teaching Load

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

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

37.4.3 In the case of Continuing Adjuncts, Unit Heads shall normally offer to them as overload on a preferential basis those available courses or services

(a) that they have previously undertaken with success;

(b) that fit their schedules; and

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(c) in which the Member has expressed an interest,

provided that these courses or services are not being re-assigned to another Tenure track/Tenured or Continuing Adjunct faculty Member, or to a graduate student or a recent graduate student of the University, or to a post-doctoral fellow as part of an established practice within the Unit to provide such students and fellows with teaching experience.

- 37.4.4 A Member, normally with a Tenured or Continuing Adjunct appointment, may request and may be granted a period of reduced teaching responsibility in order to allow the Member to concentrate on his/her research or for other professional activities benefitting both the Member and the University. If a reduction in teaching cannot be accommodated through rescheduling the Member's duties, the faculty Member may be granted a reduction of teaching responsibilities with a corresponding reduction in salary equivalent to the cost of replacement teaching.
- 37.4.5 A Member seeking a reduction of teaching, with a corresponding reduction in salary, shall apply in writing to the Dean (through the Head, if applicable) well in advance, typically six (6) months, of the Academic Term for which a reduction is requested in order to allow for adequate planning in the Department or Unit.
- 37.4.6 The Department Head in departmentalized faculties shall submit the written request, along with his or her recommendations to the Dean. The Dean shall consider a request made pursuant to Article 37.4.5 taking into account the reasons for the request, the academic obligations of the Faculty or Department, the recommendation of the Head (if applicable), the availability and cost of replacement teaching, and any other relevant factors. If the Dean agrees with the request, he/she shall forward the request, along with his/her recommendation to the Provost and Vice-Principal (Academic) for a decision. The Provost and Vice-Principal (Academic) shall review the request taking into account the above factors and advise the Member of the decision in writing. In considering such requests, the Head (if applicable), Dean and the Provost and Vice-Principal (Academic) shall not weigh or distinguish between requests on the basis of whether the Member has or has not obtained a research grant from an outside source, or whether that grant includes or does not include funding for replacement teaching.
- 37.4.7 Normally, a reduction of teaching responsibilities shall not exceed two (2) consecutive Academic Years.

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37.4.8 Normally, a total buyout of teaching shall not be permitted. However, in exceptional circumstances a Dean may recommend and the Provost and Vice-Principal (Academic) may grant such a request.

37.4.9 A Member's eligibility for Academic Leave shall not be affected by an occasional reduction of teaching responsibilities.

37.4.10 A faculty Member's type of appointment shall not be changed because of a reduction in teaching.

37.5 Librarian and Archivist Workload

37.5.1 The workload of Librarian or Archivist Members is governed by the principles of Articles 37.1.2. Furthermore, it is recognized that librarian and archivist Members have a fixed number of scheduled hours of work, and it is expected that the work of the librarian or archivist Member shall normally be accomplished within the scheduled periods.

37.5.2 A proposed Workload Standard for the Library and its administrative units shall be formulated by a Workload Committee established within the Library. The Committee shall be composed of six (6) members, three (3) to be selected by the University Librarian and three (3) to be librarian Members elected by the librarian Members. The Committee shall consult with Members in the Library, and the draft Workload Standard shall be ratified by those Members before being submitted to the University Librarian.

37.5.3 The University Librarian shall approve the proposed Workload Standard, provided that it permits the Library to meet its obligations to develop and provide services.

37.5.4 A proposed Workload Standard for the Archives will be developed by archivist Members to be negotiated with and ratified by the University Archivist. The standard, given adequate resources and a fair allocation of workload, offering a balance between scheduled and unscheduled duties, must allow the Archives to meet its obligations to develop and provide services.

37.5.5 Librarian and Archivist Workload Standards shall be made available to Members through Unit offices and shall be distributed to all new Members.

37.5.6 A Librarian or Archivist Workload Standard shall, where appropriate, stipulate guidelines concerning the following:

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- (a) The range of responsibilities required for promotion, Continuing appointment and merit;
- (b) Normal expectations with regard to the provision of services (including: instruction and research services; collection development and management; organization and management of bibliographic access to library collections; information technology development, application and management; and research and preparatory work required to conduct these activities);
- (c) Normal supervisory load (including supervision of staff and service activities);
- (d) Normal administrative load for Library Department Heads (including development and management of library services, operations, staff and financial resources);
- (e) Normal expectations for Functional Team Leaders; and
- (f) Mechanisms for dealing with extraordinary tasks accompanying administrative or other workloads.

37.5.7 A Librarian or Archivist Workload Standard shall

- (a) allow Members, in cooperation with the Unit Head, to arrange their responsibilities in a manner that provides for the most efficient allocation of work and time while allowing the Unit to fulfill its academic program obligations;
- (b) allow Members to see and understand the assignment of their own responsibilities and the responsibilities of their colleagues; and
- (c) distribute responsibilities among Unit members as equitably as possible.

37.5.8 The duties for each librarian or archivist Member shall be assigned in writing by the University Librarian (or designate) or University Archivist (or designate) in accordance with the Workload Standard for the Unit, after consultation with the Member. Members should have a reasonable period of time to respond to an initial proposal. The University Librarian (or designate) or University Archivist (or designate) and the Member shall use their best efforts to reach agreement on the workload assignment. Each Member's annual assigned duties shall be confirmed in writing by the University Librarian (or designate) or University Archivist (or designate) annually by June 30. In urgent and unforeseen circumstances which require changes in workloads to become effective more quickly, the University Librarian (or designate) or University Archivist (or designate) shall make all reasonable efforts to re-arrange duties with the consent of

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the Member or group of Members affected, and shall only make such alteration without the consent of a Member if the efforts to re-arrange with consent have failed.

- 37.5.9 Members shall be allowed time during normal working hours for professional development (including scholarly activity associated with maintaining competence) provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties. The equivalent of twenty-four (24) days per year shall be allocated for professional development. 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/University Archivist, who shall accord such allocation if the project warrants it.
- 37.5.10 Members may request or agree to accept responsibilities within their Unit 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.
- 37.5.11 The Library or Archives may review its Workload Standard only if, in the view of the University Librarian / University Archivist or a majority of librarian or archivist Members who cast ballots, one or more of the following applies:
- (a) There has been a significant change in the resources of the Unit;
 - (b) There has been a significant change in the service obligations of the Unit;
 - (c) The current workload does not adequately lead to a fair allocation of workload in the Unit and/or a fair balance between scheduled and unscheduled duties;
or
 - (d) The current Workload Standard provides for a scheduled review.

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38.1 General

38.1.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom.

38.2 Layoff for Budgetary Reasons

38.2.1 Tenured or Tenure-track Members, Continuing Adjunct Members, and Librarian/Archivist Members on Continuing or Continuing-track appointments

(a) shall be laid off only during a state of financial exigency;

(b) shall not be laid off until efforts have been exhausted to alleviate the financial crisis by economies in all other segments of the budget and all reasonable means of improving the University's revenues have been exhausted; and

(c) shall not unilaterally be terminated, dismissed, suspended, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment on account of budgetary reasons.

38.3 State of Financial Exigency

38.3.1 A state of financial exigency occurs when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University. The expectation of short-term deficits is not a state of financial exigency and can be dealt with by short-term deficit financing and/or the sale of real property, wheresoever situated, not essential to the academic function of the University.

38.3.2 When the Principal determines that financial concerns in the University are severe enough that a state of financial exigency leading to layoff may exist, the Principal shall give written notice thereof to the Board and the Association. As of the date of such notice the procedures specified in this Article shall apply.

38.3.3 Within five (5) working days from the date the Principal gives notice under Article 38.3.2 the University shall forward to the Association the financial documentation upon which the Principal's concerns were based.

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38.4 Financial Commission

- 38.4.1 Within fifteen (15) days of the notice specified under Article 38.3.2, the Parties shall establish the Financial Commission described in Article 38.4.2 and the Financial Commission shall begin meeting to consider the possible state of financial exigency and whether to
- (a) confirm it; or
 - (b) reject it.
- 38.4.2 The Financial Commission shall comprise five (5) members mutually agreed to by the Parties. If the Parties cannot agree on the members, an arbitrator from Appendix C shall be asked to determine the composition of the Commission. The Parties shall share equally the costs associated with engaging the arbitrator for this purpose. At the first meeting of the Commission, the Commission members shall select a chair from amongst themselves.
- 38.4.3 The cost of the Financial Commission established under this Article shall be borne by the University.
- 38.4.4 The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists within the meaning of this Article. Any information provided to the Financial Commission shall be provided to the Association.
- 38.4.5 The Financial Commission shall invite and consider submissions on the University's financial condition. *Inter alia*, it shall consider
- (a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a *bona fide* budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) fiscal years;
 - (b) whether in view of the primacy of academic goals at the University, the reduction of academic staff is a reasonable type of cost-saving;
 - (c) whether all reasonable means of achieving cost saving in other areas of the University budget, including the administrative area, (and including borrowing, deficit financing, and the sale of real property, wherever situated, not

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essential to the academic function) have been explored and taken into account;

- (d) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- (e) whether every effort has been made to secure further assistance from the provincial government;
- (f) whether enrolment projections are consistent with the proposed academic staff complement;
- (g) whether all means of reducing the academic staff complement including voluntary retirement, voluntary resignation, voluntary reduction of appointment, and other appropriate voluntary reductions, have been exhausted; and
- (h) whatever other matters the Commission considers relevant.

The Financial Commission shall inquire into and answer each of (a) through (g) above, as well as any other specific questions stipulated under (h).

38.4.6 The Financial Commission shall conduct its inquiries, including receiving the submissions of the University and the Association, within sixty (60) days of its appointment and shall report within fourteen (14) days after that. If the Commission cannot complete its report within that time, it shall advise the Parties of the reasons for the delay and shall be afforded an additional fifteen (15) days to report. If the Commission finds that a state of financial exigency does not exist, no notice under Article 38.3.2 can be given for at least twelve (12) months. If the Commission finds that a state of financial exigency does exist, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members. Any reduction in the budgetary allocation for academic salaries and benefits may be made conditional upon the further exploration of specific alternative cost-saving measures by the University, and the Commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives. After receipt of the report of the Financial Commission, the Parties shall meet and confer with respect to its implications.

38.4.7 Pursuant to the report of the Financial Commission, the Board of Trustees may reduce the budgetary allocation for salaries and benefits of Members by laying off Members, but such reduction shall not exceed the amount of the reduction specified by the Commission. The University must continue to offer all forms of voluntary reduction

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and 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) Length of service at Queen's;
- (e) Tenure;
- (f) The need to meet institutional equity goals;

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(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 retain, at the University's expense, relevant experts, agreeable to both Parties to advise the JCAA on fair and equitable scoring mechanisms.

38.5.5 If the JCAA cannot produce a scoring scheme agreeable to the Parties during the currency of this Agreement, and a state of financial exigency is declared, the Financial Commission shall establish a scoring scheme for layoff purposes consistent with the factors and principles set out above.

38.5.6 The scoring schemes shall give fair credit for competent service and merit and shall mitigate the impact of layoffs on programs. For faculty Members, teaching and research contributions shall have equal weight and service contributions shall have a lesser weight.

38.5.7 On the basis of the scoring scheme, the Committee shall compile a list of Members who may be subject to layoff. Each Member on the list shall be advised in writing that she or he may be subject to layoff and that she/he has a brief opportunity to be heard and submit any written material with respect to the relevant criteria and point allocation. The time limit for providing this notice and hearing to the Member shall be set by the Financial Commission.

38.5.8 To the extent permitted by law, such Members can obtain from the Committee the scoring decision and data of up to ten (10) other named Members for the purpose of comparison and argument. The Members shall keep in confidence the scoring decisions and data of other named Members.

38.5.9 The Committee shall determine the final point allocations and select those Members who will be laid off in order beginning with the lowest point allocations.

38.5.10 Those Members selected for layoff under this procedure shall be provided with written notice of the reasons for their selection.

38.5.11 Members who are selected for layoff pursuant to Article 38.5.9 may grieve their selection (under Article 19) on the grounds of procedural error or a material bias of the

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Committee as a whole, as well as on the grounds that the Committee as a whole has applied the criteria for layoff in a manner that is patently unreasonable or contrary to this Agreement. The right to grieve does not include the right to challenge the validity of the state of 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 set out in Article 38.7.

(b) Option 2 – Severance

(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) In lieu of recall rights, the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service in the University, subject to a maximum of twenty-four (24) months and a minimum of twelve (12) months for tenured or continuing Members and a minimum of six (6) months for all other Members.

38.6.2 All payments under Article 38.6.1 shall be based on the Member's Regular Salary.

38.6.3 Members who have received working notice under Article 38.6.1 shall continue to be eligible for all benefits during the period of the working notice.

38.6.4 Members who have received pay in lieu of notice under Article 38.6.1 shall continue to be eligible for all benefits for the period following their last day of regular work upon which the pay in lieu of notice is based and in any event for at least ten (10) months.

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38.6.5 Layoff or severance pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

38.7 Recall Rights

38.7.1 Members who have selected Option 1 under Article 38.6.1(a) and are laid off shall have, for a period of three (3) years from their last day of regular work, a right of first refusal for any post in their former Unit, unless the University can demonstrate that the post is so specialized that it cannot be filled by the laid-off Member or by a rearrangement of the duties of other Members of the same unit. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which she/he is qualified, including administrative positions. Disputes arising out of these recall procedures may be resolved as a grievance under Article 19.

38.7.2 Members who are recalled pursuant to Article 38.7.1 shall have up to two (2) months to accept such a recall offer, and up to twelve (12) further months to terminate alternative employment and take up the offered post.

38.7.3 Each Member who is recalled to an area or post other than within her/his original discipline shall, for a period of three (3) years from his/her last day of regular work, retain a right of first refusal for any opening for which she/he is qualified in her/his original discipline.

38.7.4 Members who selected Option 1 under Article 38.6.1(a) and are laid off shall enjoy full access to scholarly facilities, including office and, where appropriate, laboratory space, and library and computer services until alternative full-time employment is secured, or their recall rights expire, whichever first occurs.

38.7.5 Throughout the period during which the Member is eligible for recall, the University shall maintain, at the Member's expense, all insurance coverage for which the Member is entitled as of his/her last day of regular work, until the Member has secured alternative full-time employment.

38.7.6 At the conclusion of the period during which the Member is eligible for recall, if the Member has not been recalled, the Member shall receive severance pay calculated in accordance with Article 38.6.1(b).

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

- 39.1 This Article applies only when there is a risk of closure of an academic Program or Unit arising from concerns about academic quality, relevance or enrolment. A risk of closure means a non-trivial risk of closure of an academic Program or Unit 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 an academic Program or Unit should be closed for academic reasons. The request must be accompanied by a brief that explains the nature of the Principal's concerns and includes the relevant data or information in the Principal's hands that motivated the request. The request must be delivered to the Senate at least four (4) weeks prior to any consideration of the request. At the same time, copies must be delivered to the Unit, the relevant Dean and/or Unit Head and the Association.
- 39.3 A majority resolution of the Senate may also trigger a consideration of whether an academic Program or Unit should be closed for academic reasons so long as notice of the resolution is given to the Unit, the relevant Dean and/or Unit Head, and the Association, at least four (4) weeks prior to its consideration.
- 39.4 If the Senate is requested to consider whether an academic Program or Unit should be closed for academic reasons pursuant to either Article 39.2 or Article 39.3, it shall within fifteen (15) days establish an Academic Review Committee consisting 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 select its own Chair. The Chair shall be a voting member of the Committee. The Committee members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the Committee shall be a member of the Program or Unit in question.
- 39.5 The University shall make available all relevant data and information to the Committee, and shall provide it with appropriate and essential resources.
- 39.6 The Academic Review Committee shall submit its report within sixty-five (65) days of its appointment. The report may contain dissenting views of no more than two (2) members in whole or in part, or in respect of any specific issue.

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CLOSURE OF AN ACADEMIC PROGRAM OR UNIT
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39.7 The report shall address

- (a) whether the academic Program or Unit meets an acceptable academic standard, taking into account
 - (i) the quality of teaching and research in the academic Program or Unit;
 - (ii) relevant academic reviews, either internal or external (e.g. Cyclical Program Reviews, Queen's Quality Assurance Processes, or other professional or academic bodies);
 - (iii) success in placement of graduates in graduate programs or occupations; and
 - (iv) any other criteria expressly considered relevant by the Committee;
- (b) the relationship of the academic Program or Unit and its academic programs with other Programs and Units within the University;
- (c) whether in the recent past the academic Program or Unit has attracted an acceptable enrolment and, if not, whether this situation is likely to continue;
- (d) whether any academic deficiencies can be remedied within two (2) years and, if so, how; and
- (e) any other questions the Senate refers to it.

39.8 The report shall be delivered to the Senate and to the Unit, the relevant Dean and/or Unit Head, and the Association. The Unit, the relevant Dean and/or Unit Head, and the Association shall have six (6) weeks to consider the report and deliver a response in writing to the Senate. After considering the report and any responses to it, the Senate shall decide the issue by vote after a debate open to the public. An academic Program or Unit can only be closed if a two-thirds (2/3) majority of the votes cast in Senate at a properly constituted meeting decides that its condition justifies closure on academic grounds. Senators from the Program or Unit whose closure is being considered shall not vote.

39.9 If the Senate decides that an academic Program or Unit should be closed on academic grounds, the Senate decision, the report of the Academic Review Committee and any filed responses to it shall be forwarded to the Board. The Association and the relevant

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Unit, Dean and/or Unit Head shall have an opportunity of addressing the Board on the question of whether additional resources are warranted to assist the Program or Unit or whether the Program or Unit should, in light of the Senate's academic decision, be closed.

- 39.10 After a decision by the Board to close an academic Program or Unit, all reasonable efforts shall be made to re-assign Members from the Program or Unit in question to another academic Program or to an administrative position. Members who have been re-assigned shall have access to funds provided by the University for retraining over a period up to two (2) years if such retraining is reasonably expected to improve their suitability for re-assignment.
- 39.11 If a Member has been re-assigned, the Member's appointment, rank, and compensation shall remain unchanged.
- 39.12 If a Member has not been re-assigned pursuant to Article 39.10, the Member may be laid off in accordance with the requirements of Article 38.6 but the notice period shall be six (6) months longer than that stipulated in Article 38.6.1.
- 39.13 Members may be laid off only in accordance with Article 38 or as a result of the closure an academic Program or Unit as determined by the above provisions. Members may only be re-assigned to another academic Program, Unit or administrative division without their prior application as a result of the closure of an academic Program or Unit as determined by the above provisions.

ARTICLE 40 ACADEMIC ADMINISTRATORS

- 40.1 For the purposes of this Article, “Academic Administrators” means persons who would be Members of the Bargaining Unit if they did not hold administrative positions that exclude them from the Bargaining Unit.
- 40.2 The procedures in this Agreement for Tenure and Promotion in academic rank shall also apply to any Academic Administrator or to any Member accepting an appointment as an Academic Administrator, *mutatis mutandis*.
- 40.3 Academic Administrators shall re-enter the Bargaining Unit upon completion of their term of office, unless excluded for another reason.
- 40.4 Academic Administrators hold appointments within a particular Unit. When a Dean, Associate Dean, University Librarian, University Archivist or Associate University Librarian is recruited from outside the University as an Academic Administrator, the Members of the prospective Unit shall have an opportunity to meet the candidate, as will the Appointments Committee of that Unit. The Appointments Committee shall forward a recommendation to the Provost and Vice-Principal (Academic) or delegate dealing with the appropriate rank and the suitability of the candidate for Tenure or Continuing appointment within that Unit. If the Provost and Vice-Principal (Academic) or delegate decides differently, she/he shall provide reasons to the Appointments Committee.
- 40.5 This Agreement shall apply in all aspects to any former Academic Administrator who has entered or re-entered the Bargaining Unit, subject only to the restriction that the former Academic Administrator may not grieve any issue arising from the administrative position formerly held.
- 40.6 No Tenured, Tenure-track, Continuing or Continuing-track Member shall be displaced from a Unit by the entry or re-entry of former Academic Administrators to the Bargaining Unit.
- 40.7 Academic Administrators appointed or re-appointed after ratification of this Agreement shall no longer be paid their administrative stipends after entering or re-entering the Bargaining Unit, and shall receive the salary they would have been expected to receive, had they been in the Bargaining Unit throughout the period.
- 40.8 Academic Administrators who participate in a significant way in the academic activities of a Unit shall have the right to full participation in the academic and administrative operations of the Unit, except where their roles in the subsequent stages of some process would make such participation a conflict of interest.

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 departmental policy is carried out, and to demonstrate initiative and leadership in the conduct of departmental business. To that extent, Heads report administratively to their Deans in addition to representing their departments.
- 41.1.3 The specific responsibilities of the Head shall be agreed upon in writing between the Dean and the Head at the time of the appointment. The University will not unreasonably interfere with management functions or administrative responsibilities delegated to a Head or unreasonably withdraw such functions.
- 41.1.4 Except by mutual agreement of the Parties, only Tenured and Continuing Members are eligible to serve as Heads.
- 41.1.5 The provisions of Article 24.1 and Article 24.2 apply to the selection of Department Heads, unless a full search is authorized in which case all of Article 24 applies.

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.

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- 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.
- 41.3 **Procedures**
- 41.3.1 The following procedures will commence at least nine (9) months before the end of a term of a Department Head, or immediately should the post of Head become vacant. Head selection procedures determined by Faculty Boards shall not conflict with this Agreement and must include the provisions below.
- 41.3.2 An announcement shall be placed in *For the Record* by the Dean, notifying the University of a search/renewal for a Department Head and seeking the input of the University community respecting the composition of the Selection Committee.
- 41.3.3 If within thirty (30) days of the publication of the announcement the Head indicates in writing to the Dean that she or he wishes to be considered
- (a) for a second term, an abridged Selection Committee shall be constituted consisting of the Members elected under Article 41.2.1 and the Dean (or delegate) as Chair, as provided in Article 41.2.5. The abridged Selection

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Committee shall consult with the members of the Department, and if it concludes that there is a clear Departmental consensus in favour of renewal, it shall recommend to the Provost and Vice-Principal (Academic) or delegate that the Head be renewed. If the Committee concludes that there is no clear consensus, the Dean shall, if so requested, provide the incumbent with a summary of all letters received by the Committee. The full Committee shall then be constituted and the full selection process shall be followed;

(b) for a third or subsequent term, subject to Article 41.4.2, the full Committee shall be constituted and the full selection process shall be followed.

- 41.3.4 If an external search is authorized, the Committee shall act as an Appointments Committee, notwithstanding Article 25.5.1, and shall comply with Article 24.
- 41.3.5 The names of the members of the Selection Committee, including the Chair, shall be announced in *For the Record*, and members of the University community shall be invited to submit nominations for the Headship and to comment on the present state and future prospects of the Department.
- 41.3.6 The Chair of the Committee shall write to all faculty and staff of the Department asking them to submit names of possible candidates and the reasons for supporting a candidate. In addition, the Chair shall advise that all letters shall be reviewed by the Committee and become part of the record of decision-making. Faculty and staff shall be asked to comment on the current state and future prospects of the Department and to identify the characteristics desirable in a Head. At the request of either the Department members or the Committee, a meeting shall be arranged for the Department and the Committee to ascertain the Department's views on the qualities required in a Department Head.
- 41.3.7 The Committee shall establish a short list after undertaking any further inquiries that it deems appropriate and relevant, and after considering the present state and future prospects of the Department. In establishing this list the Committee shall consider the qualities of the candidates in terms of academic excellence, leadership and administrative abilities.
- 41.3.8 Once the short list has been established it will be distributed to members of the Department. The Committee shall consult with members on the merits of the respective candidates. The Committee shall give serious consideration to the views of the members of the Department.

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

41.3.10 Following deliberations by the Committee, the Chair shall transmit to the Provost and Vice-Principal (Academic) or delegate the following:

(a) The Committee's recommendation;

(b) The results of the consultation process; and

(c) The short list.

41.4 Term of Office

41.4.1 The term of office for a Head shall normally be for five (5) years. A term of office for a Head shall normally commence on July 1.

41.4.2 The term of office may be renewed once, to a total maximum of two (2) five- (5-) year terms. Any subsequent renewal must follow the full selection review process in accordance with Article 41.3.3(b).

41.4.3 Acting Heads may be appointed by the Provost and Vice-Principal (Academic) or delegate for up to one (1) year in emergency circumstances, between successive terms of a re-appointed Head, or in the event of a 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

41.5.1 The Head represents the interests and concerns of her/his Department in the University.

41.5.2 The types of representation by the Head to the Dean include academic development within the Department, budget, appointments, renewal, tenure, promotions, leaves, and other matters as agreed to by the Parties or as specified in this Agreement.

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41.5.3 Normally, the Department refers its views to the Dean through the Head. If the Department wishes to delegate particular administrative responsibilities to individual department members or department committees, the framework for such delegation shall be agreed upon at the time of the appointment of the Head and shall remain in place for the duration of the term.

41.5.4 Heads may make recommendations to the Dean but shall not make decisions regarding the terms of appointment, renewal, tenure and/or promotions of other Members.

41.6 Grievance Arising from Delegated Administrative Tasks

41.6.1 Prior to filing a grievance arising from delegated administrative tasks carried out by a Department Head, the Member shall meet with her/his Department Head to attempt to resolve the matter.

41.6.2 If the matter is not resolved, the Member shall notify the Dean in writing. The Dean shall confirm or alter the Head's decision within ten (10) days of receiving notification and shall advise the Member immediately of the decision.

41.6.3 Pursuant to Article 19, the Member may grieve the Dean's decision made under Article 41.6.2.

41.7 Recognition for Service as Department Head

41.7.1 Each Department Head shall receive an annual stipend to be indicated in the letter of appointment. The minimum annual stipend for the duration of this Agreement shall be as set out in Article 42.2.6.1.

41.7.2 In each academic year, a Department Head shall receive a reduction in other workload duties commensurate with her/his delegated administrative responsibilities.

41.7.3 A Member who serves as Department Head shall be evaluated annually on the basis of the performance of his/her delegated administrative responsibilities and other workload duties and shall be granted administrative merit on the basis of their performance as Department Head.

41.7.4 The Member who serves as a Department Head is eligible for one (1) year of administrative leave at full salary for each five (5) year term served. Articles 33.1.1,

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33.1.3.4(b), 33.1.3.4(c), 33.1.4, 33.1.5, 33.1.7.6, 33.1.7.7 and 33.1.8 governing Academic Leaves shall apply to administrative leaves. The administrative leave is accumulated at the rate of twelve (12) months per each five (5) year term.

41.7.5 Department Heads do not accumulate credit towards Academic Leave during their terms as Heads. However, service acquired prior to their holding a headship counts towards an Academic Leave.

41.8 Library 'Department' Heads

41.8.1 Heads

41.8.1.1 There shall be heads in the Library who perform delegated administrative responsibilities.

41.8.1.2 In the event a 'department' head position is abolished, the University Librarian or delegate shall negotiate the reassignment of the Member and any compensation that may be appropriate in the circumstances with the incumbent. In the event that agreement cannot be reached between the Member and the Library, either party shall have the right to refer the matter to the JCAA for resolution.

41.8.1.3 Except by mutual agreement of the Parties, only Continuing-track or Continuing Members are eligible to serve as Heads.

41.8.1.4 The provisions of Article 24.1 and Article 24.2 apply to the selection of 'department' heads, unless a full search is authorized in which case all of Article 24 applies.

41.8.2 Term of Office

41.8.2.1 The term of office for a Library 'department' head shall normally be for five (5) years. A selection committee may, with the agreement of the Library 'department' head being appointed, recommend a longer or shorter term.

41.8.3 'Department' Head Renewal

41.8.3.1 Renewal of Library 'department' heads shall proceed as follows:

- (a) 'Department' heads shall indicate in writing to the University Librarian at least five (5) months before their term ends whether or not they wish to be renewed.

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- (b) Within thirty (30) calendar days of receiving the 'department' head's written indication, the University Librarian shall inform the Unit that the 'department' head is seeking renewal, post the current position guide and create a Renewal Committee as specified below. If the 'department' head does not wish to be renewed the selection process in Article 41.8.4 shall be followed.
- (c) Renewal of a 'department' head's appointment shall be granted after a renewal process if the incumbent continues to demonstrate the ability to assume the responsibilities of the position, and when the major obligations of the position are consistently and fully met. In coming to a decision about renewal, there shall be a presumption in favour of renewal.
- (d) A Member whose term as Library 'department' head is not renewed retains her/his Continuing or Continuing-track appointment. Renewal or Continuing appointment of Members will follow the provisions of Article 31.
- (e) A Renewal Committee shall be created, which shall conform to the following rules:
 - (i) A majority of regular voting members of the Committee shall be from within the Bargaining Unit.
 - (ii) There shall be at least four (4) professional librarian Members on the Committee.
 - (iii) Two (2) librarian Members shall be elected for one (1) academic year by all professional librarian Members. At least one (1) of these shall hold an administrative position as defined in Article 41.8.1.
 - (iv) Two (2) librarians shall be selected as follows for each renewal review. Where there are librarian Members in the Library 'department' of the person whose appointment is being considered for renewal, one (1) librarian from the 'department' will be elected by the Members in the 'department' and one (1) librarian from a cognate 'department' will be appointed by the University Librarian in consultation with the elected librarian Members. Where there are no additional librarians in the 'department', two (2) librarians from cognate 'departments' will be appointed by the University Librarian in consultation with the elected librarian Members.
 - (v) One (1) Library Technician or one (1) general staff person shall be elected from among the Library Technicians and general staff of the 'department' whose head is being considered for renewal. One (1) Library Technician or general staff member shall be appointed by the

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University Librarian, it being understood that at least one (1) Library technician shall be on the Committee.

- (vi) The University Librarian may, after consultation with the rest of the Committee, appoint a committee member from outside the Library system if appropriate.
 - (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.
- (f) 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.
- (g) The University Librarian will announce to the Unit the Provost and Vice-Principal (Academic)'s (or delegate's) decision as soon as possible.

41.8.4 'Department' Head Selection

41.8.4.1 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 head become vacant:

- (a) The University Librarian shall post a current position guide in the Unit and create a 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 41.8.3.1(e)(iii).

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- (iv) Two (2) librarians shall be selected as follows: One (1) librarian from the 'department' shall be elected by the Members in the 'department' and one (1) librarian from a cognate 'department' will be appointed by the University Librarian in consultation with the elected librarian Members. Where there are no additional librarians in the 'department', two (2) librarians from cognate 'departments' shall be appointed by the University Librarian in consultation with the elected librarian Members.
 - (v) One (1) Library Technician or one (1) general staff person shall be elected from among the Library Technicians and general staff of the 'department'.
 - (vi) The University Librarian may, after consultation with the rest of the Committee, appoint a member from outside the Library system if appropriate.
 - (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.
- (b) The Chair of the Committee shall write to all members of the Unit asking them to submit names of possible candidates and the reasons for supporting a candidate, and to comment on the present state and future prospects of the 'department'. In addition, the Chair shall advise that all letters will be reviewed by the Committee and become part of the record of decision-making. At the request of either the 'department' members or the Committee, a meeting will be arranged with the 'department' and the Committee to ascertain their views on the qualities required in a 'department' head.
 - (c) The Committee shall invite comments from appropriate user groups within the University community.
 - (d) The Committee shall consider the present state and future prospects of the 'department', review and assess all materials provided by applicants on sound academic and professional grounds and prepare a short list of applicants.

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- (e) 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.
- (f) The Committee shall interview the short-listed candidates and invite all members of the 'department' to meet with the candidates.
- (g) 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.
- (h) The University Librarian will announce to the Unit the Provost and Vice-Principal (Academic)'s (or delegate's) decision as soon as possible.

41.8.5 **Acting and Interim 'Department' Heads**

41.8.5.1 Acting Library 'department' heads may be appointed by the Provost and Vice-Principal (Academic) or delegate for up to one (1) year in emergency circumstances, 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 Department, Acting Library 'department' heads need not be current Members of the Bargaining Unit.

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

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

41.8.6 **Recognition for Service as Department Head**

41.8.6.1 Each 'department' head shall receive an annual stipend per Article 42.2.6.1.

41.8.6.2 In each academic year, a 'department' head shall have a workload commensurate with her/his delegated administrative responsibilities.

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42.1 Compensation: Across-the-Board Increase

42.1.1 The across-the-board (ATB) increase in all Members' salaries shall be

- (a) 1.25% effective May 1, 2011
- (b) 1.50% effective May 1, 2012
- (c) 1.50% effective May 1, 2013
- (d) 2.50% effective May 1, 2014

42.2 Compensation: Faculty (except Term Adjuncts)

42.2.1 Assistant Professor Floor

42.2.1.1 The Assistant Professor Floor will be \$63,305.00 (\$62,523.00 + 1.25%) on May 1, 2011. The value of this Floor will be indexed to the ATB increases in each of the four years as follows:

- | | |
|---------------|-------------|
| (a) 2011-2012 | \$63,305.00 |
| (b) 2012-2013 | \$64,254.00 |
| (c) 2013-2014 | \$65,218.00 |
| (d) 2014-2015 | \$66,848.00 |

42.2.2 Career Development and Merit

42.2.2.1 Floor F is to be used for calculating the career development model. The value of Floor F will be \$57,549.00 (\$56,839.00 + 1.25%) on May 1, 2011. The value of this Floor will be indexed to the ATB increases in each of the four years as follows:

- | | |
|---------------|-------------|
| (a) 2011-2012 | \$57,549.00 |
| (b) 2012-2013 | \$58,413.00 |
| (c) 2013-2014 | \$59,289.00 |
| (d) 2014-2015 | \$60,771.00 |

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42.2.2.2 The career development model currently in use will be implemented so that the value of a junior increment, the value of a merit point, the value of the junior increment cut-off and the value of the first, second and third senior abatement points are all tied to the value of Floor F.

42.2.2.3 Each merit point shall have a value of one-half (0.5) percent of Floor F per annum when applied to the Nominal Salary of eligible faculty Members. The mode of the academic merit score shall be ten (10) merit points having the value of five (5) percent of Floor F. For Continuing Adjunct faculty Members, the dollar value of each point shall be determined by their agreed Full Time Equivalency (FTE).

42.2.2.4 On May 1, 2011, the modal career development and merit adjustment award (prior to the application of the junior increments, or senior abatements, if applicable) will be \$2,877.00. Thus modal career development and merit values are as follows:

(a) 2011-2012	\$2,877.00	(i.e., 10 points at \$287.75)
(b) 2012-2013	\$2,921.00	(i.e., 10 points at \$292.06)
(c) 2013-2014	\$2,964.00	(i.e., 10 points at \$296.44)
(d) 2014-2015	\$3,039.00	(i.e., 10 points at \$303.86)

42.2.2.5 Merit scores that can be given shall be: 0 to 7 inclusive, 10, 12, 15 and 20.

42.2.2.6 Any Member receiving a merit score of seven (7) points or lower shall receive written reasons from the Dean that set out the basis upon which the performance has been judged to be deficient for the year in question. In the event that a merit score of seven (7) or lower is grieved, and the grievance is arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.2.2.7 The Provost and Vice-Principal (Academic) will add additional academic merit points to the pool, as needed, to ensure that meritorious Members can be appropriately recognized, without producing inappropriate pressures to give low scores to others.

42.2.2.8 The minimum and maximum number of merit points annually available to faculty Members and Continuing Adjunct faculty Members will be maintained according to the following formula:

- (a) The minimum will be (10 x the number of eligible faculty Members and Continuing Adjunct faculty Members) x 1.06;

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(b) The maximum will be (10 x the number of eligible faculty Members and Continuing Adjunct faculty Members) x 1.09.

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.

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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.

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

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

42.2.3 Junior Increments and Senior Abatements

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

(a) 2011-2012 an increment of \$575.00 if salary is less than \$94,956.65

(b) 2012-2013 an increment of \$584.00 if salary is less than \$96,381.00

(c) 2013-2014 an increment of \$593.00 if salary is less than \$97,826.72

(d) 2014-2015 an increment of \$608.00 if salary is less than \$100,272.39

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

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

(i) 2011-2012 at or above \$126,608.87 an abatement of \$1,093.00

(ii) 2012-2013 at or above \$128,508.01 an abatement of \$1,110.00

(iii) 2013-2014 at or above \$130,435.63 an abatement of \$1,126.00

(iv) 2014-2015 at or above \$133,696.52 an abatement of \$1155.00

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

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- (i) 2011-2012 at or above \$138,118.77 an abatement of \$1,381.00
- (ii) 2012-2013 at or above \$140,190.55 an abatement of \$1,402.00
- (iii) 2013-2014 at or above \$142,293.41 an abatement of \$1,423.00
- (iv) 2014-2015 at or above \$145,850.75 an abatement of \$1,459.00

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

- (i) 2011-2012 at or above \$149,628.67 an abatement of \$1,669.00
- (ii) 2012-2013 at or above \$151,873.10 an abatement of \$1,694.00
- (iii) 2013-2014 at or above \$154,151.19 an abatement of \$1,719.00
- (iv) 2014-2015 at or above \$158,004.97 an abatement of \$1,762.00

42.2.4 Indexing

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

42.2.5 Anomalies Fund

42.2.5.1 An anomalies fund of zero (0) dollars will be available in each year of this Agreement in order to adjust the salaries of individual Members that are found to be anomalous. This fund will be divided between the Anomalies Side-Table of the JCAA and the Principal's Anomaly Fund, as set out below.

42.2.5.2 Anomalies Side-Table of JCAA

42.2.5.2.1 An anomalies fund of zero (0) dollars shall be available in each year in order to adjust the salaries of individual Members that are found to be anomalous. The funds shall be distributed each year by the Anomalies Side-Table of the JCAA.

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

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

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

- (i) Physical Sciences (excluding Engineers and Computing and Information Science);
- (ii) Social Sciences (excluding Economics);
- (iii) Humanities;
- (iv) Basic Health Sciences;
- (v) Nursing, Rehabilitation Therapy; and
- (vi) Education.

42.2.5.2.3 The Anomalies Side-Table shall address anomalies according to the methodology outlined in Appendix K.

42.2.5.2.4 The Parties shall each nominate two (2) individuals to comprise the Anomalies Side-Table of the JCAA.

42.2.5.2.5 The distribution of the Anomalies Side-Table of the JCAA shall be made annually by November 15.

42.2.5.3 Principal's Anomaly Fund

42.2.5.3.1 A Principal's Anomaly Fund in the amount of zero (0) dollars shall be distributed each year by the Provost and Vice-Principal (Academic) subject to the approval of the Principal and on the recommendation of the Deans, University Librarian, or University Archivist. The Provost and Vice-Principal (Academic) shall notify all Unit Heads and Deans that they may make recommendations for awards from the fund and the criteria that will be used in the fund's distribution. The Provost and Vice-Principal (Academic) shall also notify all Members (excluding Term Adjuncts) that they may also apply for salary adjustments through the Principal's Anomaly Fund.

42.2.5.3.2 The Principal's Anomaly Fund is intended to address equity and career development salary anomalies identified by self-application or by recommendation by Heads, Deans, the University Librarian or the University Archivist, and retention and market

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related cases, for example to counter external academic offers and to address salary inversion and other discipline-specific anomalies.

42.2.5.3.3 Recommendations for salary adjustments shall be based on the following grounds:

- (a) The need to establish and maintain pay equity between men and women;
- (b) The need to maintain an equitable application of the career development and merit policy amongst Members in the same discipline;
- (c) The need to address external market demand from other universities.

42.2.5.3.4 The distribution of the Principal's Anomaly Fund shall be governed by the following principles:

- (a) An anomaly adjustment based on the factors mentioned in Article 42.2.5.3.3(a) and Article 42.2.5.3.3(b) may be made to any Member. In considering recommendations for awards to Members under Article 42.2.5.3.3(a) and Article 42.2.5.3.3(b), the Provost and Vice-Principal (Academic) shall give due consideration to the distributions of salaries of Members in the same discipline group as a function of merit average and years of experience as determined by the annual analysis performed by the Anomalies Side-Table.
- (b) Market- and retention-related awards shall be made in light of the following factors:
 - (i) Academic or performance record of the individual. No retention and market related award shall be made to any faculty Member who does not receive at least a modal merit score of ten (10) or to any librarian or archivist Member who does not receive a nominal mean academic merit score of two (2);
 - (ii) Difficulty of replacing the Member's contribution to research and/or program delivery;
 - (iii) Strategic importance of the Member and the Member's area of expertise to the Unit or Faculty;
 - (iv) Competing demands for retention adjustments;
 - (v) Availability of funds.
- (c) When an award is to be made for purposes of addressing market and retention factors, the Provost and Vice-Principal (Academic) shall also review

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the salaries of other Members in the same Unit who have comparable performance records to ascertain whether the market/retention award will create significant internal salary anomalies. Subject to the factors listed in Article 42.2.5.3.4(b)(i) through Article 42.2.5.3.4(b)(v) above, the Provost and Vice-Principal (Academic) shall take steps to mitigate such internal anomalies using the Principal's Anomaly Fund.

42.2.5.3.5 The distribution under the Principal's Anomaly Fund may be made at any time during the year and reports shall be made every quarter (on July 31, October 31, January 31 and April 30) to the JCAA listing recipients of the awards, the amount of the award, and the basis of the award.

42.2.6 Compensation: Stipends

42.2.6.1 Each Unit Head shall receive an annual stipend in recognition of service. The minimum annual stipend for the duration of this Agreement shall be \$8,500.00.

42.2.6.2 The minimum stipend for overload teaching for Members with a full range of responsibilities shall be the Base Stipend for Term Adjuncts.

42.3 Compensation: Continuing Adjuncts

42.3.1 Term Adjunct Members who are converted to Continuing Adjuncts per Article 32, shall have FTE salaries that are comparable to existing salaries of faculty in the same discipline at Queen's who have similar years of experience and accomplishments. If a salary adjustment is needed on conversion to a Continuing Adjunct appointment, the cost of such an adjustment shall be paid from Faculty funds.

42.3.2 The standard FTE percent for Continuing Adjunct Members shall be fifty (50) percent for a teaching load equivalent to the Unit teaching workload (Article 37), pro-rated for workloads that differ from the Unit's teaching workload, and applicable only to courses that commence after ratification of this Agreement. The FTE percent calculation includes an allowance for course-related administration, and shall be adjusted to reflect any assigned extra duties. Calculation of years of experience shall be in accordance with the most recent Years of Experience Guidelines approved by the JCAA.

42.3.3 The University shall inform the Association of the FTE, number of half-courses taught and any additional duties for each Continuing Adjunct at the time of his/her appointment. The University shall also inform the Association of any changes to a Continuing Adjunct's FTE, number of courses taught or additional duties.

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42.4 Compensation: Term Adjuncts

42.4.1 Base Stipends

42.4.1.1 The across-the-board (ATB) increase in Article 42.1.1 shall apply to all Term Adjuncts who are reappointed or whose employment continues.

42.4.1.2 The Base Stipend per half (0.5) credit course equivalent shall be as set out in Table A:

Table A (Base Stipends):

Year (May 1 - April 30)	2011-2012	2012-2013	2013-2014	2014-2015
Base 0.5-credit Stipend	\$7,406	\$7,518	\$7,630	\$7,821

42.4.1.3 The Base Stipends shall be supplemented, where applicable, by:

- (a) a years of teaching experience credit, as set out in Article 42.4.2.1
- (b) a large enrolment credit, as set out in Article 42.4.2.2
- (c) salary in lieu of benefits, as set out in Article 42.4.2.3

The addition of the applicable supplements to the Base Stipend results in the following Minimum Stipends per half (0.5) credit course equivalent for Term Adjuncts:

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Table B (Minimum Stipends where there is no enrolment supplement):

Minimum Stipends including supplements for years of teaching experience only (no enrolment supplement)				
Years of Teaching Experience	2011-2012	2012-2013	2013-2014	2014-2015
0	\$7,406	\$7,518	\$7,630	\$7,821
1	\$7,518	\$7,630	\$7,745	\$7,938
2	\$7,630	\$7,745	\$7,861	\$8,057
3	\$7,745	\$7,861	\$7,979	\$8,178
4	\$7,861	\$7,979	\$8,099	\$8,301
5	\$7,979	\$8,099	\$8,220	\$8,425
6	\$8,099	\$8,220	\$8,343	\$8,552
7	\$8,220	\$8,343	\$8,468	\$8,680
8	\$8,343	\$8,468	\$8,595	\$8,810
9	n/a	\$8,595	\$8,724	\$8,943
10	n/a	n/a	\$8,855	\$9,077
11	n/a	n/a	n/a	\$9,213

Table C (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and classes with an enrolment of 100 or more students				
Years of Teaching Experience	2011-2012	2012-2013	2013-2014	2014-2015
0	\$8,332	\$8,457	\$8,584	\$8,799
1	\$8,457	\$8,584	\$8,713	\$8,931
2	\$8,584	\$8,713	\$8,844	\$9,065
3	\$8,713	\$8,844	\$8,976	\$9,201
4	\$8,844	\$8,976	\$9,111	\$9,339
5	\$8,976	\$9,111	\$9,247	\$9,479
6	\$9,111	\$9,247	\$9,386	\$9,621
7	\$9,247	\$9,386	\$9,527	\$9,765
8	\$9,386	\$9,527	\$9,670	\$9,912
9	n/a	\$9,670	\$9,815	\$10,060
10	n/a	n/a	\$9,962	\$10,211
11	n/a	n/a	n/a	\$10,364

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Table D (Minimum Stipends where there is no enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and 6% salary in lieu of benefits (no enrolment supplement)				
Years of Teaching Experience	2011-2012	2012-2013	2013-2014	2014-2015
0	\$7,851	\$7,969	\$8,088	\$8,290
1	\$7,969	\$8,088	\$8,210	\$8,415
2	\$8,088	\$8,210	\$8,333	\$8,541
3	\$8,210	\$8,333	\$8,458	\$8,669
4	\$8,333	\$8,458	\$8,585	\$8,799
5	\$8,458	\$8,585	\$8,713	\$8,931
6	\$8,585	\$8,713	\$8,844	\$9,065
7	\$8,713	\$8,844	\$8,977	\$9,201
8	\$8,844	\$8,977	\$9,111	\$9,339
9	n/a	\$9,111	\$9,248	\$9,479
10	n/a	n/a	\$9,387	\$9,621
11	n/a	n/a	n/a	\$9,766

Table E (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends including supplements for years of teaching experience, classes with an enrolment of 100 or more students, and 6% salary in lieu of benefits				
Years of Teaching Experience	2011-2012	2012-2013	2013-2014	2014-2015
0	\$8,832	\$8,965	\$9,099	\$9,327
1	\$8,965	\$9,099	\$9,236	\$9,467
2	\$9,099	\$9,236	\$9,374	\$9,609
3	\$9,236	\$9,374	\$9,515	\$9,753
4	\$9,374	\$9,515	\$9,657	\$9,899
5	\$9,515	\$9,657	\$9,802	\$10,047
6	\$9,657	\$9,802	\$9,949	\$10,198
7	\$9,802	\$9,949	\$10,099	\$10,351
8	\$9,949	\$10,099	\$10,250	\$10,506
9	n/a	\$10,250	\$10,404	\$10,664
10	n/a	n/a	\$10,560	\$10,824
11	n/a	n/a	n/a	\$10,986

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- 42.4.1.4 Units may pay stipends that are greater than the Minimum Stipends set out in Article 42.4.1.3 (Table B, Table C, Table D, or Table E). Stipends above the minimum are deemed to include compensation for experience, course-section enrolment and salary in lieu of benefits where applicable and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum of the Base Stipend set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.1.3 (Table B, Table C, Table D, or Table E).
- 42.4.1.5 Members who are reappointed during the period of this Agreement to teach the same course or course-section that they taught as a Sessional Adjunct in the May 1, 2006 to April 30, 2008 period, shall receive the greater of their previous stipend or the stipend calculated according to Article 42.4.1.3.
- 42.4.1.6 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3, shall be pro-rated to
- (a) the course credit-weight equivalent; and
 - (b) Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.
- 42.4.1.7 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3 (Table B, Table C, Table D, or Table E) are deemed to include
- (a) vacation pay of four (4) percent; and
 - (b) an allowance for course-related administrative duties.
- 42.4.2 Supplements to the Base Stipends**
- 42.4.2.1 The Base Stipends shall be supplemented, where applicable, by one and one-half (1.5) percent of the Base Stipend for each year that the Member has taught at Queen's University. For the purposes of this Article, a year is a May 1 through April 30 period. Calculation of the supplement for teaching experience shall be retrospective to May 1, 2003. The supplement for teaching experience will apply to an appointment at a Minimum Stipend level in a year following the year in which the Term Adjunct accumulated the teaching experience.

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42.4.2.2 The Base Stipends set out in Article 42.4.1.2 (Table A) shall be supplemented, where applicable, by twelve and one-half (12.5) percent in cases where the Member's assigned course or course-section has an enrolment of one hundred (100) or more students. Course or course-section enrolment shall be determined on the last date a student may drop that course without financial penalty.

42.4.2.3 For Term Adjuncts who do not qualify for insured benefits pursuant to Article 42.6.1, the Base Stipends set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.2.1 and Article 42.4.2.2 shall be supplemented by six (6) percent for salary in lieu of benefits, as shown in Article 42.4.1.3 (Table D and Table E).

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 B and Table C).

42.4.2.5 The Base Stipend for each half (0.5) credit course shall be supplemented by seven hundred (700) dollars for each additional hour per week of assigned tutorial or laboratory duties above the first three hours of lectures, tutorials and/or laboratories per week.

42.4.3 Course Cancellation

42.4.3.1 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee. The course cancellation fee shall be one thousand (1,000) dollars for one hundred (100) percent responsibility for a half (0.5) credit course (or equivalent), pro-rated to the course credit (e.g., two thousand (2,000) dollars for one hundred (100) percent of a full (1.0) credit course (or equivalent)), and pro-rated to the Member's percentage responsibility for the course.

42.4.4 Additional Duties

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

(a) be appropriately compensated according to Article 42 and Appendix Q; and

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

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

42.4.5 Other Employment at the University

42.4.5.1 Term Adjuncts who are also employed by the University in some other capacity shall not have either their remuneration or hours of employment adjusted to compensate for any increase in their Term Adjunct stipend for the same teaching load.

42.5 Compensation: Librarians and Archivists

42.5.1 Across-the-Board Increase

42.5.1.1 All across-the-board increases provided in Article 42.1.1 shall be applicable to librarian and archivist Members

42.5.2 Salary Floors

42.5.2.1 The salary floors for librarian/archivist Members shall be adjusted effective May 1, 2011 and shall be:

(a) General Librarian/General Archivist Floor

(i) 2011-2012	\$53,917.00
(ii) 2012-2013	\$54,725.00
(iii) 2013-2014	\$55,546.00
(iv) 2014-2015	\$56,935.00

(b) Assistant Librarian/Assistant Archivist Floor

(i) 1.125 times the General Librarian/General Archivist Floor

(c) Associate Librarian/Associate Archivist Floor

(i) 1.3125 times the General Librarian/General Archivist Floor

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(d) Librarian/Archivist Floor

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

42.5.3 Career Development and Merit for Librarians/Archivists

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

(a) In 2011-2012,

(i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,318.00) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$67,396.00)

(ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$1,887.00) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$107,833.00)

(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$809.00) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$113,225.00)

(iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$539.00) if salary is greater than or equal to 2.2 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$118,617.00)

(b) In 2012-2013,

(i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,353.00) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$68,407.00)

(ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$1,915.00) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$109,451.00)

(iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$821.00) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$114,923.00)

(iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$547.00) if salary is greater than or equal to 2.2 times the

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General Librarian/General Archivist Floor (i.e. greater than or equal to \$120,396.00)

(c) In 2013-2014,

- (i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,388.00) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$69,433.00)
- (ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$1,944.00) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$111,093.00)
- (iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$833.00) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$116,647.00)
- (iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$555.00) if salary is greater than or equal to 2.2 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$122,202.00)

(d) In 2014-2015,

- (i) an increment of 4.3% of the General Librarian/General Archivist Floor (i.e., \$2,448.00) if salary is less than 1.25 times the General Librarian/General Archivist Floor (i.e. less than \$71,169.00)
- (ii) an increment of 3.5% of the General Librarian/General Archivist Floor (i.e., \$1,993.00) if salary is less than 2.0 times the General Librarian/General Archivist Floor (i.e. less than \$113,870.00)
- (iii) an increment of 1.5% of the General Librarian/General Archivist Floor (i.e., \$854.00) if salary is less than 2.1 times the General Librarian/General Archivist Floor (i.e. less than \$119,563.00)
- (iv) an increment of 1.0 % of the General Librarian/General Archivist Floor (i.e., \$569.00) if salary is greater than or equal to 2.2 times the General Librarian/General Archivist Floor (i.e. greater than or equal to \$125,257.00)

42.5.3.2 The merit fund for librarians and archivists shall have a value calculated as follows when applied to the Nominal Salary of the Member:

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(a) Two (2) merit points shall be the nominal mean academic merit score and equal in value to:

(i) 2011-2012	\$886.00
(ii) 2012-2013	\$899.00
(iii) 2013-2014	\$913.00
(iv) 2014-2015	\$936.00

(b) One (1) merit point is equal to fifty (50) percent of the nominal mean academic merit score:

(i) 2011-2012	\$443.00
(ii) 2012-2013	\$450.00
(iii) 2013-2014	\$456.00
(iv) 2014-2015	\$468.00

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

42.5.3.4 The Provost and Vice-Principal (Academic) will add additional merit points to the fund, as needed, to ensure that meritorious Members can be appropriately recognized without producing inappropriate pressures to give low scores to others. The number of academic merit points added annually to the fund for this purpose shall not be less than four (4) and not more than a number equal to one-third (1/3) of the librarian/archivist complement on May 1 of each year.

42.5.3.5 The academic merit points are recommended by the University Librarian and University Archivist for their respective units. The recommendation of the University Librarian will be made after consultation with the Library 'department' head who will have made a preliminary assessment and recommended a score. The number of academic merit points awarded to any individual must conform to Article 42.5.3.3.

42.5.3.6 Any Member receiving a merit score of zero (0) or one (1) shall receive written reasons from the University Librarian or University Archivist, setting out the basis upon which the performance has been judged to be deficient for the year in question. In the event that a merit score of zero (0) or one (1) is grieved, and the grievance is

ARTICLE 42 COMPENSATION AND BENEFITS

arbitrated, the onus shall be upon the University to show that its assessment is justified.

42.5.3.7 The Members eligible for merit in each Unit will receive annually a report from the University Librarian/University Archivist containing the names of individuals in the Unit who receive merit scores of three (3) or four (4), and a short description of the contributions and achievements that led to each award.

42.5.3.8 Merit distribution data, for the Library and Archives combined, shall be provided to the Association on a timely basis.

42.5.4 Indexing

42.5.4.1 The floors outlined in Article 42.5.2 shall be adjusted to incorporate ATB increases as they occur.

42.5.4.2 All floors and the merit increment shall be indexed to the ATB increase in each of the three years.

42.5.5 Access by Librarians/Archivists to the Principal's Anomaly Fund

42.5.5.1 Librarians and archivist Members shall have access to the Principal's Anomaly Fund in accordance with Article 42.2.5.3.

42.5.6 Administrative Stipends for Librarians/Archivists

42.5.6.1 Library 'department' head term positions as defined in Article 41.8.1 shall carry a minimum annual stipend of five thousand five hundred (5,500) dollars. This minimum value is also the normal value. In the event 'department' head duties are less than full-time, the annual stipend shall be pro-rated according to the 'department' head's administrative FTE.

42.5.6.2 Stipends may exceed the normal value in unusual circumstances, in which case the Association shall be provided with written reasons. Appropriate grounds for providing greater than normal stipends may include, but are not limited to

(a) unusually high level of responsibility;

(b) market forces; or

ARTICLE 42
COMPENSATION AND BENEFITS

(c) the rapid career advancement of a person.

42.5.6.3 No stipend shall be increased by more than two thousand five hundred (\$2,500) dollars.

42.5.6.4 If an incumbent in a 'department' head term position leaves that position to take another position in the Library system, his/her stipend for the 'department' head position will be lost, but the stipend associated with the new position, if any, shall be accorded. Base salary will not be affected.

42.5.7 Anomalies Fund for Librarians/Archivists

42.5.7.1 A side-table of the JCAA shall review existing salaries of all librarian and archivist Members to identify any internal anomalies.

42.5.7.2 An anomalies fund of zero (0) 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 The distribution of the fund shall be made by November 15.

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 (e). All Members are entitled to benefits set out in Article 42.6.2(f) and (g).

42.6.2 Except as otherwise indicated in this Article, the existing plans set out below shall be continued during the term of this Agreement and shall not be amended or changed without the agreement of the Association:

(a) Revised Pension Plan, as amended to reflect the changes outlined in the Memorandum of Agreement dated August 23, 2011 and to reflect required employee money purchase contribution rates as follows;

**ARTICLE 42
COMPENSATION AND BENEFITS**

Effective Date	2012		2013		2014
	Jan. 1	July 1	Jan. 1	July 1	Jan. 1
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	5.0%	5.5%	6.0%	6.5%	7%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	6.6%	7.2%	7.8%	8.4%	9%

- (b) Long Term Disability Income Plan;
- (c) Group Life Insurance with a maximum of \$200,000.00 coverage;
- (d) Queen's Supplementary Medical Plan;
- (e) Queen's Enhanced Dental Plan, for which the University shall pay one hundred (100) percent of the premiums, effective May 1, 2009;
- (f) The Child Care Benefit attached as Appendix M.
- (g) The Tuition Support Plan attached as Appendix N.

42.6.3 Long Term Disability Income Plan enrolment is mandatory for all Members enrolled as of the date of ratification of this Agreement and all Members appointed after the date of ratification of this Agreement who are eligible to enroll under Article 42.6.1.

42.6.4 The Parties agree to establish a Joint Benefits Committee to advise the Parties on the operations of all benefits plans (except the Pension Plan). The Parties shall each appoint two (2) individuals to the Joint Benefits Committee. The Committee shall meet periodically at the request of either Party and at least once per year. The Mandate of the Committee shall be

- (a) to receive financial reports from the University and insurance carrier(s) showing the claims made, expenses incurred, and reserves for each benefit plan;
- (b) to advise the Parties on any decision to tender the plans;

**ARTICLE 42
COMPENSATION AND BENEFITS**

(c) to advise the Parties on the need to retain consultants or outside advisors;
and

(d) to advise the Parties on any improvements or additions to the plans and the
costs of such improvements or additions.

42.6.5 Members are entitled to statutory holidays and annual vacations according to existing
practice.

42.6.6 The five-twelfths (5/12) employee portion of the University's EI premium reduction
attributable to Members will be allocated, for the benefit of Members, to the following
employee benefit plans:

(a) Short-Term Sick Leave (Article 33.2.3);

(b) Income top-up for pregnancy and parental leave (Article 33.3.1 and Article
33.3.3);

(c) Tuition Support (Appendix N); and

(d) Child-care Support (Appendix M).

**ARTICLE 43
DURATION**

- 43.1 This Agreement shall be in force as soon as it is ratified by both Parties and shall remain in force until April 30, 2015, except for some of the compensation provisions for 2011-2012, which shall have effect retroactive to May 1, 2011. No provisions of this Agreement shall be retroactive, except where a separate letter of understanding exists.

**APPENDIX A
LETTER OF UNDERSTANDING**

Pursuant to a Letter of Understanding, it was agreed that upon ratification of the first Collective Agreement (January 10, 1997), the President of the Association would notify Senate of that fact at its next meeting. Also:

1. The President of the Association would move that the status quo be maintained regarding Association observers on the following Senate committees:
 - (a) Senate Committee on Academic Development (SCAD), one (1) observer;
 - (b) Senate Budget Review Committee (SBRC), one (1) observer;
 - (c) Senate Committee on Appointments, Promotion and Tenure and Leave (SCAPTL), one (1) observer.

2. The President of the Association would also move that properly designated Association observers shall receive notice of all meetings and all documentation circulated to committee members and shall be entitled to attend and participate in all meetings without exclusion. It is also agreed that an observer cannot vote on any issue.

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

NOTICE OF INTENTION TO GRIEVE

NAME: _____

UNIT: _____

POSITION/RANK: _____

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

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

Signature of Member

Date

**APPENDIX C
LIST OF ARBITRATORS**

LIST OF EIGHT (8) ARBITRATORS

1. Kevin Burkett
2. Innis Christie
3. William Kaplan
4. Paula Knopf
5. Howard Snow
6. Susan Stewart
7. Ken Swan
8. Kevin Whittaker

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 those of the previous year when the initial election was held.

2.3 In situations where such a remedy is not appropriate, a different one may be worked out in consultation with both parties through the JCAA.

**MEMORANDUM OF AGREEMENT
BETWEEN
QUEEN'S UNIVERSITY
AND
QUEEN'S UNIVERSITY FACULTY ASSOCIATION**

Re: Assessment of Teaching

1. THE PARTIES AGREE to appoint a joint Committee to:
 - a) review systems for student evaluation of teaching:
 - i) review the design of the University Survey of Student Assessment of Teaching (USAT), and recommend to the JCAA what, if any, revisions should be made to USAT, and the type(s) of courses appropriate for assessment by USAT.
 - ii) recommend to the JCAA possible alternative system(s) for student evaluation of teaching for other types of courses for which the USAT is not viewed as an appropriate assessment tool, e.g.:
 - (1) clinical courses
 - (2) project-based courses
 - (3) distance-delivery courses
 - (4) practicum courses
 - (5) graduate courses
 - (6) senior research courses or seminars
 - b) recommend other measures appropriate to evaluate teaching and learning effectiveness;
 - c) develop instructions for the appropriate use and interpretation of student evaluations of teaching; and
 - d) conduct pilot studies of alternative instruments for student evaluations of teaching as deemed appropriate and approved in advance by the JCAA.
2. In conducting its work, the Committee should consider any possible system(s) for student evaluation of teaching as having two purposes:
 - a) a formative portion to provide constructive feedback to the course instructor(s) on the students' experience of learning in the course; and

APPENDIX E
MEMORANDUM OF AGREEMENT RE: ASSESSMENT OF TEACHING

- b) a summative portion to provide part of the information to assess the instructor's teaching effectiveness in annual performance reviews and in the renewal/tenure/promotion process.
3. The Committee shall comprise:
- (1) two (2) faculty Members appointed by the Association, one of whom shall act as a Co-Chair
 - (2) two (2) members appointed by the Vice-Principal (Academic), one of whom shall act as a Co-Chair
 - (3) two (2) students appointed by Senate (one undergraduate student and one graduate student)
 - (4) one (1) representative from the Office of the University Registrar will be appointed by the Vice-Principal (Academic) as a non-voting resource person to the Committee.
4. The Committee shall provide its report and recommendations to the JCAA by June 30, 2009.

**APPENDIX F
TERM ADJUNCT APPOINTMENT REPORT**

TERM ADJUNCT APPOINTMENT REPORT

DEPARTMENT/FACULTY:

NAME:

RANK:

PERIOD UNDER REVIEW:

This form conforms to Article 28.5 of the 2011-2015 Collective Agreement (Amalgamated Bargaining Unit) between Queen's University and Queen's University Faculty Association. This report will be treated as a private and confidential document for use by the Department Head and/or Dean. Please note that while this computerized form allows for expansion or condensation of each section, if needed, no headings should be deleted.

Please note: University Survey of Student Assessment of Teaching (USAT) forms are used to supplement information provided by the faculty member on this form and in any teaching dossier submitted by the Member. Members may comment on their students' USAT responses on this form. It is unnecessary for Members to submit their USAT forms as these are supplied to the Dean by the Office of the University Registrar.

1. Teaching

For the period under review, please list:

A. Courses Taught

<u>Course #</u>	<u>Term</u>	<u>Total Enrolment</u>	<u>% your instruction</u>	<u>New</u>
-----------------	-------------	------------------------	---------------------------	------------

Preparation/Remarks

B. Other Activities Related To Teaching

C. Honours and Awards Related to Teaching

D. Member's Comments on USAT responses

2. Other

Please list any other professional work not indicated above that the Member wishes to report, related to the Member's assigned duties for the period under review:

Member's signature

Date

APPENDIX G COMMUTING ADJUNCT TRAVEL POLICY

1. Term Adjuncts who, at the time their first appointment commences reside, and in case of subsequent appointments continue to reside, more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach and who have been appointed as Commuting Adjuncts in their letters of appointment shall be eligible for reimbursement for *bona fide* traveling and accommodation expenses as set out below, incurred because of their travel to the stated location of the course that they are appointed to teach to complete their assigned duties for the University.
2. Claims for such *bona fide* expenses shall be supported by receipts, except as noted below. The following limits apply per trip:

Transportation:

- (a) Train: Comfort Class at the Queen's University corporate discount rate, plus taxi fares for transportation to and from the railway station; or
- (b) Bus: Bus Fare plus taxi fares for transportation to and from the bus station; or
- (c) Car: claim amounts per Queen's University Travel Allowance Policy (receipts not required).

Accommodation:

Term Adjuncts who reside more than one hundred (100) kilometres from the stated location of the course that they are appointed to teach may claim one of the following:

- (a) bed and breakfast - forty (40) dollars per night (not including applicable taxes; receipts not required); or
- (b) bed and breakfast - up to one hundred (100) dollars per night (not including applicable taxes; receipts required); or
- (c) monthly rental for local accommodation up to the lesser of the monthly rental or the maximum they would otherwise be entitled to claim.

3. Parking fees on or off campus are the Term Adjunct's responsibility.
4. Where a Term Adjunct Member is charged any fee for a change of train reservations, the University shall reimburse the Member when the change has been necessitated by Unit requirements.
5. Travel advance: Commuting Adjuncts will be eligible for a travel advance per Queen's University Travel Policy.

APPENDIX G
COMMUTING ADJUNCT TRAVEL POLICY

6. Documentation: Any single expenditure of less than ten (10) dollars does not require an original invoice or like receipt.
7. Information: A copy of this Commuting Adjunct Travel Expense Policy shall be included with all Commuting Adjunct appointment letters. Unit Heads shall explain this policy to the Commuting Adjuncts.

APPENDIX H
UNIVERSITY TIMETABLE COMMITTEE
TERMS OF REFERENCE

The University Timetable Committee will be responsible 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. The University Timetable Committee will be guided in its deliberations and recommendations by the University Scheduling Priorities and Principles approved by the Vice-Principal (Academic) and Academic Deans. Some specific key issues for this Committee to consider are:

- To develop one University administrative calendar for preparing the University timetable, to include both graduate and undergraduate curricula. (The calendar will include a schedule review period by the academic Departments prior to the final run of the scheduling software, which will include defined timelines to complete the process. The calendar should include, as well, a monitoring and review process with all constituents after the start of each semester to make modifications and prevent recurrence of issues during subsequent processes.)
- To define the University's meeting patterns in terms of:
 - Hours of the day and days of the week for normal scheduling
 - Length of the scheduled teaching periods
 - Common timing
 - Number of consecutive hours students are to be in class on any one day
 - Maximum number of hours students are to be in class on any one day
 - Maximum number of different classes in one day
 - Faculty teaching loads and nature of appointments
 - Research needs of Faculty
 - Teaching preparation needs of Faculty
- To determine the definition of a *bona fide* "NSD" (No Slot Designated) course time offering, a process for submitting an approved "NSD" to the Office of the University Registrar (OUR) for scheduling, and the scheduling priority for those "NSD" courses that are outside the standard definition.
- To enumerate the situations (e.g. commuting arrangements, familial responsibilities, disabilities) that must be accommodated through restrictions on the scheduling of faculty, students, and courses.
- To establish a protocol for assessing requests for restrictions that arise on an individual basis. This protocol shall also define who can impose such a restriction and under what circumstance a restriction can be released.

**APPENDIX H
UNIVERSITY TIMETABLE COMMITTEE
TERMS OF REFERENCE**

- To review the existing practices and reasons that lead to late room changes (after the timetable has been formally assigned rooms, as well as after classes have begun) and, if appropriate and feasible, recommend revised policies and procedures that will rationalize and minimize the number. This step will involve developing defined reasons for changes and an authorization process.
- To determine if it would be beneficial to schedule tutorials with other course offerings and, if so, develop a protocol.
- To determine the appropriate process for identifying student academic cohorts and a protocol for ensuring the correctness of this data annually.
- To determine an appeal process for decisions related to room assignments. The University Timetable Appeal Committee will adjudicate such appeals.
- The membership of the University Timetable Committee is as agreed to in Article 37.3.2 of the Agreement.

**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.
- Persons with disabilities shall be accommodated in any timetable matters up to the point of undue hardship for the University.
- The University will make all reasonable efforts to accommodate the requests of the Members concerning the scheduling of teaching based on the Member's

APPENDIX I PRINCIPLES OF TIMETABLING

research, requirements, other academic responsibilities, medical condition or family circumstances.

- To the extent that circumstances permit, the timetable should allow for continuous blocks of time for research.
- Where possible, a Member's preferences concerning the scheduling of teaching will be accommodated.
- All timetabling arrangements for faculty must conform to the terms of the collective agreement.
- To the extent that it is possible, the pedagogical needs of a course should determine the type of time slot used or assigned.

(b) Students

Definition: Individuals enrolled in a course for credit, part-time or full-time.

Principles:

- Persons with disabilities shall be accommodated in any timetable matters up to the point of undue hardship for the University.
- To the extent that it is possible, the timetable should facilitate the widest range of program selections within each Faculty.
- To the extent that it is possible, the timetable should allow for organized on-campus extra curricular activities.
- The timetable should provide a designated amount of time to move between classes.

2. Course Selections:

Core The timetable should avoid conflicts among concentration courses necessary for the completion of a program of study at Queen's. This principle is of paramount importance and should supercede the attempt to avoid conflicts among elective courses.

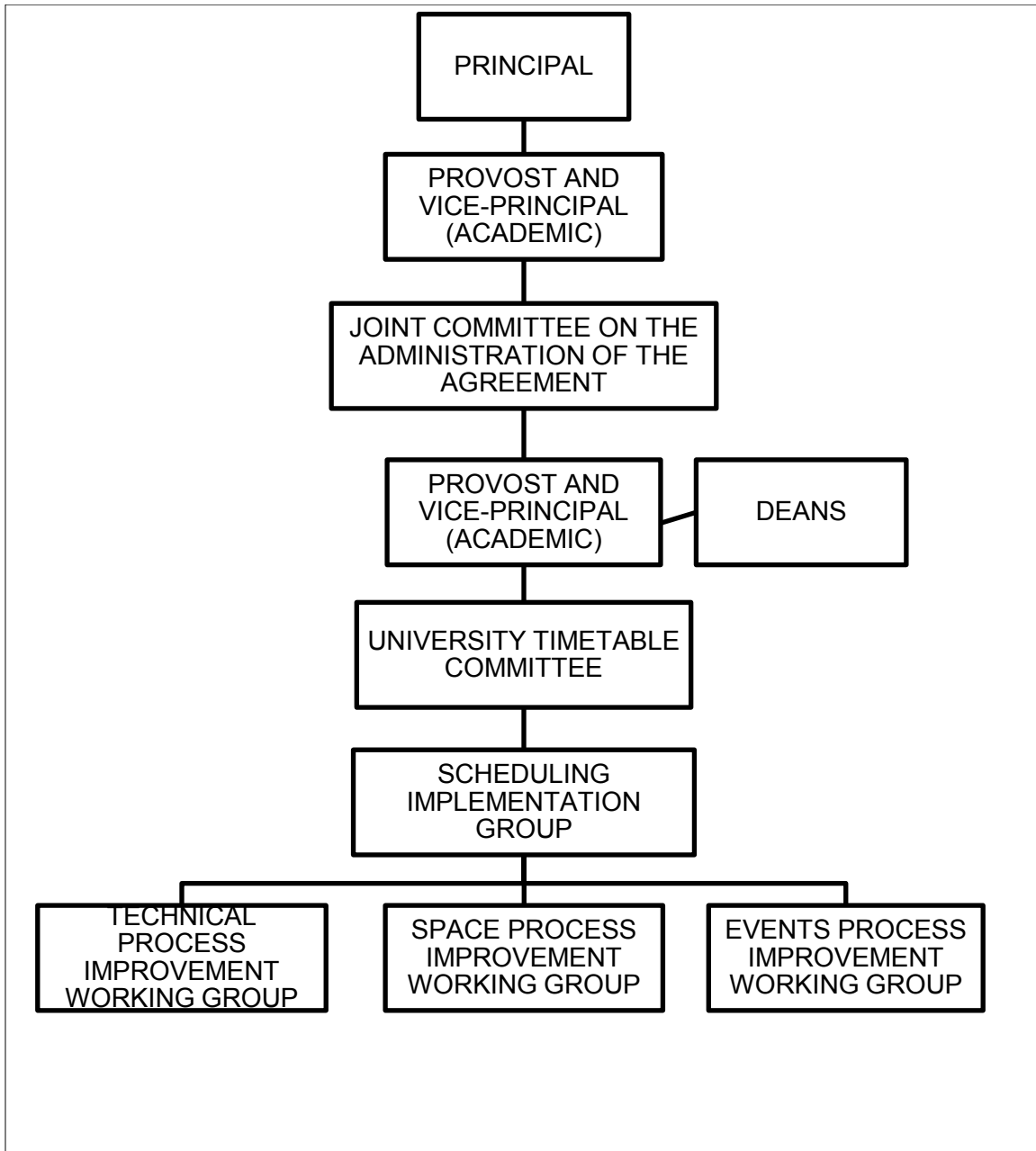
Elective Whenever possible, the timetable should facilitate the availability of the widest range of elective courses for students. It is understood, however, that the number of elective possibilities offered in any year makes this aim difficult to achieve.

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
UNIVERSITY TIMETABLE COMMITTEE
TIMETABLING REVIEW AND APPROVAL PROCESS FLOW CHART**

TIMETABLING REVIEW AND APPROVAL PROCESS



**Collective Agreement (Faculty, Librarians and Archivists)
Between Queen's University Faculty Association (QUFA) and
Queen's University at Kingston (August 29, 2011 - April 30, 2015)**

**APPENDIX K
ANOMALIES SIDE-TABLE OF THE JCAA**

1. Anomalies Side-Table Fund

1.1 An Anomalies Fund of zero (0) dollars shall be allocated by the Anomalies Side-Table in each year of this Agreement. The Fund shall be used to address anomalies in the following ways:

(a) First, zero (0) dollars shall be used in each year of this Agreement to address anomalies within discipline groups using the methodology previously developed by the Anomalies Side-Table of the JCAA and according to the list of disciplines set out in Section 3 of this Appendix. The Side-Table shall also apply the principles set out in Section 2 below.

(b) Second the balance of zero (0) dollars shall be used in each year of the Agreement to address anomalies between discipline groups set out in Section 3.1 below. In allocating this portion of the Fund the Side-Table shall follow the methodology set out in Section 4 of this Appendix.

2. Anomalies Side-Table Fund Implementation and General Methodology

2.1 In making recommendations for anomalies, the Side-Table shall base its recommendations on the following grounds in the following order of priority:

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

(b) The need to maintain an equitable application of the career development and merit policy amongst Members.

2.2 In each year the Anomalies Side-Table Fund shall be distributed by an Anomalies Side-Table of the JCAA pursuant to the following terms:

(a) The Anomalies Side-Table shall compare all salaries to a model based on years of experience, merit and, in the case of Section 1.1(a) discipline group. Applications shall not be required nor entertained for Anomalies Side-Table decisions. (N.B. The Principal's Anomaly Fund, however, will entertain applications.)

(b) Years of Experience shall be as determined by the Deans according to the most recent Years of Experience Guidelines approved by the JCAA.

APPENDIX K ANOMALIES SIDE-TABLE OF THE JCAA

- (c) No awards shall be made to any Member who is not identified by the model as anomalous. No requests for special adjustments will be entertained, nor recommendations made with respect to such adjustments.
- (d) No later than two (2) months following its recommendations on salary anomalies under the existing model, the Anomalies Side-Table shall provide a comprehensive analysis of the compensation between women and men to ascertain whether there are gender discrepancies not explained by the model.
- (e) The University shall provide the Anomalies Side-Table with the salary information necessary for it to allocate the fund within twenty-five (25) working days of the distribution of Annual Salary Letters.
- (f) The Anomalies Side-Table shall meet to decide allocations as soon as the information specified above has been provided. The Anomalies Side-Table shall commence its work no later than ten (10) working days following the receipt of this information.

2.3 No Member shall be notified of an award by either Party until after the JCAA has received and approved a report on the Anomalies Side-Table's recommendations. This applies to awards made under Section 1.1(a) and Section 1.1(b).

3. **Discipline Groups**

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

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

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

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

**APPENDIX K
ANOMALIES SIDE-TABLE OF THE JCAA**

10. Law

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

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

4. **Special Adjustment Fund**

4.1 The fund described in Section 1.1(b) shall be distributed as by the Anomalies Side Table of the JCAA as follows:

(a) The Side Table shall compare the salaries of all faculty Members with a full range of responsibilities (Article 25.1.2) and Continuing Adjunct appointments (Article 25.1.3.2) in the discipline groups in Section 3.1 to a model based on years of experience and merit.

(b) Years of experience shall be determined by the Deans according to the most recent Years of Experience Guidelines approved by the JCAA.

(c) In formulating the model described in Section 4.1(a) above, the Anomalies Side- Table shall generally follow the methodology it had previously developed for the identification of anomalies within disciplines. Any departures from this methodology shall be reported to the JCAA, with justification for them.

(d) The Anomalies Side-Table shall recommend salary adjustments for Members whose actual salary is less than their expected salary calculated according to Section 4.1(a).

(e) These adjustments may be either proportional to the difference between the Member's actual and expected salary, or proportional to the difference between the actual salary and the expected salary reduced by a dollar amount equal for each Member. The Anomalies Side-Tables may also decide on the minimum adjustment that it will recommend.

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 his/her 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.

**APPENDIX L
APPLIED MUSIC**

TABLE A

A	B	C	D	E	F
Course	Weights	2011-12 minimum stipends	2012-13 minimum stipends	2013-14 minimum stipends	2014-15 minimum stipends
1 Large Ensembles: Orchestra (MUSC 162-462) Choral Ensemble (MUSC 160, 460) Symphonic Band (MUSC 179, 479)	0.66	\$9,709	\$9,854	\$10,002	\$10,252
2 Medium Ensembles: Polyhymnia (MUSC 164-464) Jazz Choir (MUSC 167-467) Jazz Ensemble (MUSC 166-466)	0.50	\$7,407	\$7,519	\$7,631	\$7,822
3 Small Ensembles: Flute Choir (MUSC 169-469) Clarinet Choir (MUSC 168-468)	0.33	\$4,962	\$5,037	\$5,112	\$5,240
4 Ensembles (less than 1.5 hours/week) (1 hour per week for 24 weeks)	0.25	\$3,812	\$3,869	\$3,927	\$4,025
5 Techniques & Methods (MUSC 180 series)	0.50	\$7,407	\$7,519	\$7,631	\$7,822
6 Keyboard Accompaniment (MUSC 261/361) (1 hour per week for 24 weeks)	0.25	\$3,812	\$3,869	\$3,927	\$4,025
7 Functional Piano (MUSC 004) (1 hour per week for 24 weeks)	0.17	\$2,661	\$2,701	\$2,741	\$2,810
8 Composition and Applied Music Instruction in: Performance (MUSC 120, 220, 320, 420) B.Mus Lessons (MUSC 121, 221, 321, 421) Non- B.Mus Lessons (MUSC 124, 224, 324, 424)					

**APPENDIX L
APPLIED MUSIC**

A	B	C	D	E	F
Course	Weights	2011-12 minimum stipends	2012-13 minimum stipends	2013-14 minimum stipends	2014-15 minimum stipends
*9 6 students (= 6 hours per week for 24 weeks) (per hour)	1.00	\$58.73	\$59.61	\$60.50	\$62.01
10 3 students (= 3 hours per week for 24 weeks) (per hour)	0.50*	\$58.73	\$59.61	\$60.50	\$62.01
11 Polyhymnia/Chorale Ensemble/Jazz Choir Accompanist (3 hours per week for 24 weeks) (per hour)	0.25	\$58.73	\$59.61	\$60.50	\$62.01
+12 Extra Coaching Duties (Ensemble sectional coaching, etc.) 12 hours (per hour)	0.09	\$58.73	\$59.61	\$60.50	\$62.01
+13 Unspecified Chamber Ensembles (MUSC 163/463) (1 hour every other week) (per hour)	0.09*	\$58.73	\$59.61	\$60.50	\$62.01
14 Ear Training, Sight Singing and Keyboard Harmony (MUSC 127/128, 227/228)					
15 1 hour per week for 24 weeks	0.17	\$2,661	\$2,701	\$2,741	\$2,810
16 2 hours per week for 24 weeks	0.33	\$4,962	\$5,037	\$5,112	\$5,240
17 3 hours per week for 24 weeks	0.50	\$7,407	\$7,519	\$7,631	\$7,822
18 4 hours per week for 24 weeks	0.66	\$9,709	\$9,854	\$10,002	\$10,252

* This course weight is for purposes of Bargaining Unit membership only and does not affect stipend or rate of pay.

+ These accompanist and coaching duties appear here on a without-prejudice basis pending the resolution of the question of whether they are within the scope of the Bargaining Unit.

**Collective Agreement (Faculty, Librarians and Archivists)
Between Queen's University Faculty Association (QUFA) and
Queen's University at Kingston (August 29, 2011 - April 30, 2015)**

APPENDIX L APPLIED MUSIC

- 3.2 The minimum stipends shown in paragraph 3.1 (Table A) reflect the across-the-board increases as set out in Article 42.1.1.
- 3.3 The School of Music may pay stipends that are greater than the minimum stipends set out in paragraph 3.1 (Table A). Stipends above the minimum are deemed to include compensation for experience, course-section enrolment and salary in lieu of benefits (where applicable) and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum of the minimum stipend set out in paragraph 3.1 (Table A) plus any applicable supplements set out in Article 42.4.2.
- 3.4 All minimum stipends set out in paragraph 3.1 (Table A, Columns C, D, E and F) have been pro-rated to the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B).
- 3.5 All stipends for applied music and composition instruction, ensembles and other non-academic music courses, whether at the minimum level or higher, shall be pro-rated to the Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.
- 3.6 Any supplements arising from the application of Article 42.4.2 shall be pro-rated to
- (a) the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B); and
 - (b) the Member's percentage responsibility for the course.
- 3.7 All stipends, whether at the minimum level or higher, and including the supplements set out in paragraph 3.1 are deemed to include
- (a) vacation pay of four (4) percent; and
 - (b) an allowance for course-related administrative duties.
- 3.8 Articles 42.4.4 and 42.4.5 shall apply to Term Adjuncts to whom this Appendix applies.

APPENDIX L APPLIED MUSIC

- 3.9 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee of one thousand (1,000) dollars for a half (0.5) credit course, pro-rated to the academic credit weight of the course and the Member's percentage responsibility for the course. For courses in paragraph 3.1 with an academic credit weight of 0.17, the course cancellation fee shall be five hundred (500) dollars, pro-rated to the Member's percentage responsibility for the course. This course cancellation fee does not apply to Composition and Applied Music Instruction, and Unspecified Chamber Ensembles (Table A, Lines 8-11).

4 Right of Reappointment

- 4.1. Notwithstanding Article 32.2.2, a Term Adjunct who has taught a course (or, where applicable, instrument) listed in Table A (Appendix L) as an Adjunct to a teaching-load equivalent of at least half (0.5) course equivalent at least two (2) times over a minimum of two (2) consecutive academic years shall be offered reappointment to instruct in subsequent academic years in the same course (or, where applicable, instrument, in which case the offer of reappointment shall be to instruct up to the average number of students over the two consecutive years used to determine the Specific Right of Reappointment, rounded down), provided there is a record of good instruction and satisfactory performance of assigned duties, unless
- (a) the students seeking instruction in the instrument or category are being assigned to a Tenure-track/Tenured Member; a Continuing Adjunct; a Term Adjunct with a General Right of Reappointment; or a Teaching Fellow who would not otherwise have an opportunity to teach as part of their graduate education;
 - (b) there are no remaining students (after assignment per subparagraph (a)) seeking instruction in the instrument or category, or the instrument or category is not being offered;
 - (c) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
 - (d) the Term Adjunct has lost his/her Right of Reappointment per Article 32.4.2.
- 4.2 Notwithstanding Article 32.2.4 and Article 32.2.5, in cases where two or more Term Adjuncts have earned a right to be reappointed to instruct the particular instrument or category but there is an insufficient number of students of the relevant instrument or category to fulfill all Term Adjuncts' rights (per subparagraph 4.1), the following shall apply:

APPENDIX L APPLIED MUSIC

- (a) If two or more Term Adjuncts have the same rights to reappointment to the particular instrument or category, priority shall be given to the Term Adjunct who has provided instruction in that instrument or category most often as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit.
 - (b) If two or more Term Adjuncts have provided instruction in the instrument or category an equal number of times as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit, priority shall be given to the Term Adjunct who has provided instruction in the instrument or category most recently.
 - (c) If two or more Term Adjuncts have equally long records of instruction in the particular instrument or category as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit and have provided instruction equally recently, priority shall be given to the Term Adjunct who, in the discretion of the Head in consultation with the appropriate Area Coordinator, has a superior record of instruction in that instrument or category.
- 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 s/he has 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 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.
- 4.5 Notwithstanding Article 32.5.7, a Member newly appointed as Continuing Adjunct shall be entitled to a School of Music Course Weight load of no less than the average number of School of Music Course Weights per year s/he has instructed in all years used in calculating eligibility for a Continuing Adjunct appointment.

**APPENDIX M
CHILD-CARE BENEFIT PLAN**

1. Members with 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 or school professional activity days, are eligible for reimbursement of child-care costs as follows:
 - (a) Members must provide receipts by February 1st for expenses incurred during the previous calendar year.
 - (b) Reimbursement will be made only for child-care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
 - (c) Reimbursement for dependent children under the age of seven will be made if the child-care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care. A member on Academic Leave will be reimbursed for child-care expenses incurred at facilities away from the child's normal place of residence if the expenses qualify under (b).
 - (d) If both parents are eligible, only one may claim the Child-Care Benefit.
 - (e) The plan maximum of \$2,250.00 per child will be provided annually, based on a calendar year. There are no carryover provisions if the full \$2,250.00 is not used in any given year.
 - (f) Eligible dependent children are natural, step, common-law or adopted children or wards.
 - (g) The nominal value of the fund for this plan is \$351,714 in each of the four years of the collective agreement. In the event that the value of eligible claims is less than the total amount available, the surplus shall be carried forward and added to the fund for the following calendar year or transferred to the Tuition Support Plan. Similarly, should there be a shortfall in any given year, the deficit to the plan shall be carried forward to the following calendar year. The participation rate, reimbursement levels, funding and administration of this plan will be evaluated each year.

APPENDIX N TUITION SUPPORT PLAN

1. Members' spouses and dependent children shall be eligible for tuition support through a scholarship plan with a total cost to the University of no more than \$671,198 in each of the four years of the collective agreement.
2. The scholarships can be applied to full-time or part-time undergraduate, graduate, and professional programmes offered for credit at Queen's University or any other recognized university or college and shall be no more than \$3,000.00 per annum. In the case of students in part-time programmes, the payment shall be prorated to the number of courses required for the full-time programme in that institution.

For spouses and dependent children of Term Adjunct Members, the tuition support will be calculated according to the number of courses or part-courses s/he has taught as a percentage of the Normal Teaching Load (NTL) in his/her Unit. The following scenarios serve to illustrate this rule:

- In Units with an NTL of **2.5 FCE/yr**, the tuition support will be pro-rated to twenty (**20**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of **2.0 FCE/yr**, the tuition support will be pro-rated to twenty-five (**25**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of **1.5 FCE/yr**, the tuition support will be pro-rated to thirty-three (**33.33**) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.

For spouses and dependent children of Continuing Adjunct Members, the tuition support entitlement will be the greater of either the Member's entitlement prorated to their his/her FTE%, or the Member's entitlement as if he/she were a Term Adjunct.

3. To be eligible, the prospective student must meet the admission requirements of the programme and maintain academic standing at the institution at which it is offered.
4. Awards will be made to the Member in two installments.
 - 4.1 An initial sum of \$2,000.00 shall be awarded as soon as possible in the Fall term upon confirmation of registration. A second installment shall be made in the Winter term after the remaining balances of the fund have been calculated and prorated among the number of claimants. This sum shall not exceed \$1,000.00 per claimant. Students

APPENDIX N TUITION SUPPORT PLAN

- shall be required to provide proof of continuing standing in a recognized university or college.
- 4.2 An eligible claimant attending a Spring or Summer course shall be reimbursed for this session with the first installment.
- 4.3 Applicants who are attending an institution where the first term begins during Queen's Winter term shall receive an amount equivalent to the first installment (\$2,000.00) for this term. The amount paid for the second term shall be the amount calculated for the Queen's Winter term (up to a maximum of \$1,000.00). These applications should be submitted manually by contacting Human Resources directly.
5. Claimants shall provide all documentation required to administer the Plan.
6. In the event that the value of eligible claims is less than the total amount available, the surplus shall be carried forward and added to the fund for the following academic year or transferred to the Child Care Plan. Similarly, should there be a shortfall in any given year, the deficit to the plan shall be carried forward to the following academic year. Where monies are returned to the fund after the monies have been distributed, these also shall be carried forward to the following academic year. The state of the resulting assistance fund shall be monitored by the JCAA. A report shall be provided to the JCAA each year for the purpose of reviewing the success of the distribution process and the funding of the plan.
7. The spouses and dependent children of Members who are on leave, receiving Long Term Disability benefits, retired, and who have died in service, are eligible for tuition assistance under this plan.
8. **Definitions for the purposes of the Tuition Support Plan:**
- a) "Dependent Children" are natural, step, common-law or adopted children or wards under 25 years of age. A Dependent child who is under the age of 25 years of age as of August 31st in any year of application shall receive both installments if they qualify for reimbursement that plan year.
 - b) "Spouse" is a legal spouse or common-law spouse or partner.
 - c) "Retiree" is a person who was a member of Queen's faculty, who served continuously for a period of ten (10) years or more, and who has retired from Queen's University.

APPENDIX N
TUITION SUPPORT PLAN

- d) “Recognized university or college” is an institution that: in Canada is a member of the AUCC, or the ACCC, and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where (i) students undertake study outside Canada and the United States and no recognized accrediting bodies exist, or (ii) where students undertake study in discernibly high- quality non-university or college based programmes, students shall apply to the Office of the University Registrar, who shall determine eligibility on a case-by-case basis.
- e) “Tuition” is tuition fees as defined by Canada Revenue Agency for the purpose of income tax deduction.

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

1. In this Appendix, “Committee” refers to the Committee described in Article 30.2 in the case of faculty Members, and to the Committee described in Article 31.2 in the case of librarian and archivist Members. “Unit Head” refers to the Heads of both an Academic Unit and a Library ‘department’.
2. By May 15, for Renewal, Tenure — or in the case of librarian and archivist Members, a Continuing Appointment — or Promotion, a Member who is an Aboriginal person shall be advised that he/she may, by July 1, request that the Unit Head add an Aboriginal person as a participant to the Committee and may suggest to the Unit Head the name(s) of suitable participants. The Unit Head, upon receipt of this request, shall in consultation with the Aboriginal Council select a person who may or may not be an academic and who is at arm’s length from the candidate to be the Aboriginal participant in the relevant personnel process regarding this applicant.
3. The Aboriginal Council shall provide the Unit Head with the name and contact information of its recommendation(s) by August 1st.
4. Prior to being nominated to join a Committee as an Aboriginal participant, a person must undertake to be bound by the provisions of the Collective Agreement respecting confidentiality and confirm that he/she will be available to attend meetings within the time framework set out in the Collective Agreement.
5. The Unit Head shall advise the Committee Chair and the applicant of the name of any Aboriginal participant selected to join the Committee as soon as possible after s/he has been identified.
6. The role of the Aboriginal participant shall be to provide advice to the Committee on any aspect of the Aboriginal candidate’s Renewal/Tenure/Continuing/Promotion File which may be a reflection of the candidate’s heritage.
7. The Aboriginal participant shall be a member of the Committee with respect to the Aboriginal candidate, and shall attend meetings, have access to all documents, and be able to participate in all discussions about the Aboriginal candidate.
8. The Aboriginal participant will not vote on the Committee’s recommendation, but may prepare an independent report when the Committee’s discussions are concluded. Where the Aboriginal participant prepares such a report, it will go forward as part of the file along with the Committee’s recommendation to each successive level.
9. Subject to the disclosure obligations under the Collective Agreement, all recommendations and reports, including the report of the Aboriginal participant, shall remain confidential.

**APPENDIX P
MEMORANDUM OF AGREEMENT RE: HARASSMENT CONTRARY TO
HUMAN RIGHTS**

MEMORANDUM OF AGREEMENT
BETWEEN
QUEEN'S UNIVERSITY
AND
QUEEN'S UNIVERSITY FACULTY ASSOCIATION

Re: Harassment Contrary to Human Rights

The Parties agree that, in light of the recent Report by Keith Norton recommending a review of the University's Harassment/Discrimination Complaint Policy and Procedures and the review of the policy now being undertaken by the Senate Committee, no changes shall be made to Article 21.3 of the Collective Agreement until after the Senate Committee has reported.

The parties further agree that once the Senate Committee has reported, the JCAA will consider what changes if any should be made to Article 21.3. If it seems appropriate, the parties may agree to amend Article 21.3 before the expiry of the current Collective Agreement.

**APPENDIX Q
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

1. A Member may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall be
 - (a) appropriately compensated according to Article 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**

Duty	Compensation			
	2011-2012	2012-2013	2013-2014	2014-2015
1. PhD Comprehensive Examination	\$118	\$120	\$122	\$125
2. Graduate Supervision				
a. Member of a committee reviewing a thesis proposal, MA/MSc or PhD	\$118	\$120	\$122	\$125
b. Co-supervision of an MA/MSc thesis	50% of the minimum stipend for a half-credit course			
c. Supervision or co-supervision of an MA/MSc essay/project	\$591	\$600	\$609	\$624
d. Co-supervision of a PhD thesis	Minimum stipend for a half-credit course			
3. Reading and Examining a Graduate Thesis				
a. An MA/MSc thesis	\$288	\$292	\$296	\$304
b. A PhD thesis	\$573	\$582	\$590	\$605
4. Undergraduate Supervision				
a. Undergraduate Honours thesis	\$591	\$600	\$609	\$624
5. Directed Reading Course (per 0.5-credit course equivalent)	\$591	\$600	\$609	\$624
6. Other Duties (per hour)	\$45.88	\$46.56	\$47.26	\$48.44

**APPENDIX Q
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

4. The rates set out in Table A, above, shall be applied as follows:
- (a) A Member shall receive payment pursuant to Table A only if the additional duty is taken on while he/she has an appointment as a Term Adjunct. Specifically,
 - i for co-supervision of an MA/MSc thesis, the compensation shall be pro-rated by one-half ($\frac{1}{2}$) for each year of a multi-year supervision completed prior to the Member commencing a Term Adjunct appointment;
 - ii for co-supervision of a PhD thesis, the compensation shall be pro-rated by one-quarter ($\frac{1}{4}$) for each year of a doctoral supervision completed prior to the Member commencing a Term Adjunct appointment; and
 - iii for reading and examining a graduate thesis, the rates shall be paid if the examiners' reading period as defined by the School of Graduate Studies and Research (currently 2 weeks for an MA/MSc thesis and 5 weeks for a PhD thesis) overlaps with the Term Adjunct appointment.
 - (b) The compensation for co-supervision of an MA/MSc thesis includes reviewing the thesis proposal and reading and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
 - (c) The compensation for co-supervision of a PhD thesis includes the PhD comprehensive examination, reading the thesis proposal and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
 - (d) Clarity note: supervision of students in clinical, professional and other academic programs is not sufficient to justify inclusion of a person in the Bargaining Unit.
5. The rates outlined in Table A include four (4) percent vacation pay.

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 400 hours for a full (1.0) credit course and 200 hours for a half (0.5) credit course.
2. If a Term Adjunct believes that the actual time necessary to carry out the duties of instructing and evaluating a course has exceeded the above, he or she may submit documentation supporting the claim to his or her Unit Head no later than thirty (30) days after the last day of the class in the academic term or the academic session in which the Term Adjunct delivered the course.
3. Upon receiving the claim, the Unit Head shall determine what is a reasonable number of hours of insurable employment for the Term Adjunct and shall communicate the decision to the Human Resources department, which shall reflect the Unit Head's determination on the Term Adjunct's Record of Employment.
4. The number of hours reported on Members' Records of Employment is to be used for Employment Insurance (EI) eligibility purposes only.

**APPENDIX S
CONTINUING AND DISTANCE STUDIES (CDS) COURSES**

Base Stipends for Continuing and Distance Studies courses (correspondence courses only) shall be as set out in Table A (below):

Table A

Appointment for:	2011-12	2012-13	2013-14	2014-15
course development and delivery	\$11,994	\$12,174	\$12,357	\$12,666
major revision and course delivery	\$9,701	\$9,846	\$9,994	\$10,244
course delivery	\$7,406	\$7,518	\$7,630	\$7,821

Notes to Table A:

1. In all cases “course delivery” includes responsibility for marking (to the Unit norms) and such activities as routine updating of course materials and assignments and modification of such materials when a new edition of a text book is adopted.

“Major revision” refers to such activities as modification of course materials and assignments necessitated by the adoption of a new text book.

“Course development” is creation from scratch of the course materials and assignments.

2. For Term Adjuncts paid at the Base Stipend shown in Table A (above):
 - (a) pay in lieu of benefits, where applicable, shall be calculated on the same basis as for intramural courses per Article 42.4.2.3;
 - (b) the supplement for teaching experience, where applicable, shall be calculated on the same basis as for intramural courses per Article 42.4.2.1; and
 - (c) the supplement for large classes (100 or more students), where applicable, shall be calculated on the same basis as for intramural courses per Article 42.4.2.2.
 - (d) All other aspects of Article 42 shall apply.

**APPENDIX T
PRACTICA COURSES**

Base Stipends for certain practica courses are set out as follows:

Table A: Base Stipends

Course	2011-12	2012-13	2013-14	2014-15
PRAC 19X	\$4,593	\$4,662	\$4,732	\$4,850
PHED 107, PHED 207, LAW 325	\$3,595	\$3,649	\$3,704	\$3,797

Table B: Minimum Stipends for PRAC-19X - Base Stipend plus 6% salary in lieu of benefits (per enrolment of approximately 18 students - no enrolment supplement)

Years of Teaching Experience	2011-12	2012-13	2013-14	2014-15
0	\$4,868	\$4,941	\$5,015	\$5,141
1	\$4,941	\$5,015	\$5,090	\$5,218
2	\$5,015	\$5,090	\$5,167	\$5,296
3	\$5,090	\$5,167	\$5,244	\$5,375
4	\$5,167	\$5,244	\$5,323	\$5,456
5	\$5,244	\$5,323	\$5,403	\$5,538
6	\$5,323	\$5,403	\$5,484	\$5,621
7	\$5,403	\$5,484	\$5,566	\$5,705
8	\$5,484	\$5,566	\$5,650	\$5,791
9		\$5,650	\$5,734	\$5,878
10			\$5,820	\$5,966
11				\$6,055

**APPENDIX T
PRACTICA COURSES**

Table C: Minimum Stipends for PHED 107, PHED 207, LAW 325 - Base Stipend plus 6% salary in lieu of benefits (no enrolment supplement)

Years of Teaching Experience	2011-12	2012-13	2013-14	2014-15
0	\$3,811	\$3,868	\$3,926	\$4,024
1	\$3,868	\$3,926	\$3,985	\$4,085
2	\$3,926	\$3,985	\$4,045	\$4,146
3	\$3,985	\$4,045	\$4,106	\$4,208
4	\$4,045	\$4,106	\$4,167	\$4,271
5	\$4,106	\$4,167	\$4,230	\$4,335
6	\$4,167	\$4,230	\$4,293	\$4,400
7	\$4,230	\$4,293	\$4,358	\$4,466
8	\$4,293	\$4,358	\$4,423	\$4,533
9		\$4,423	\$4,489	\$4,601
10			\$4,557	\$4,670
11				\$4,741

Table D: Minimum Stipends for PHED 107, PHED 207, LAW 325 - Base Stipend plus 6% salary in lieu of benefits (where there is a 12.5% enrolment supplement)

Years of Teaching Experience	2011-12	2012-13	2013-14	2014-15
0	\$4,288	\$4,352	\$4,418	\$4,528
1	\$4,352	\$4,418	\$4,484	\$4,596
2	\$4,418	\$4,484	\$4,551	\$4,665
3	\$4,484	\$4,551	\$4,619	\$4,735
4	\$4,551	\$4,619	\$4,689	\$4,806
5	\$4,619	\$4,689	\$4,759	\$4,878
6	\$4,689	\$4,759	\$4,830	\$4,951
7	\$4,759	\$4,830	\$4,903	\$5,025

**APPENDIX T
PRACTICA COURSES**

8	\$4,830	\$4,903	\$4,976	\$5,101
9		\$4,976	\$5,051	\$5,177
10			\$5,127	\$5,255
11				\$5,334

Notes:

1. Term Adjuncts paid under this Appendix shall be paid the appropriate Minimum Stipend set out in Table B, C or D above, unless Article 42.4.1.4 or Article 42.4.1.5 apply.
2. PRAC 19X courses are not eligible for the supplement for large classes (≥ 100 students) that is set out in Article 42.4.2.2.
3. The Minimum Stipends in Table B and C are deemed to include supplements for
 - (a) salary in lieu of benefits (where applicable) per Article 42.4.2.3; and
 - (b) years of teaching experience per Article 42.4.2.1.
4. The Minimum Stipends in Table D are deemed to include supplements for
 - (a) salary in lieu of benefits (where applicable) per Article 42.4.2.3;
 - (b) years of teaching experience per Article 42.4.2.1; and
 - (c) large classes (100 or more students) per Article 42.4.2.2.
5. Unless expressly modified by this Appendix, all other aspects of Article 42 shall apply.

SCHEDULE A
LIST OF REGISTERED CHARITIES (PURSUANT TO ARTICLE 3.1.2)

LIST OF APPROVED CHARITIES

1. Kingston General Hospital Foundation
2. Hotel Dieu Hospital (Kingston) Foundation
3. Providence Continuing Care Centre Foundation (St. Mary's of the Lake Hospital - Providence Manor)
4. United Way (Kingston, Frontenac, Lennox and Addington)
5. Kingston Literacy
6. Partners in Mission Food Bank
7. Amnesty International
8. Kingston Interval House
9. The Kingston Humane Society
10. Weeneebayko General Hospital Foundation
11. Doctors Without Borders Canada (Médecins Sans Frontières Canada)
12. Engineers Without Borders Canada
13. Dentists Without Borders Corp.
14. The Canadian Red Cross Society
15. International Federation of Red Cross and Red Crescent Societies
16. UNICEF
17. World University Service of Canada (WUSC)
18. Stephen Lewis Foundation
19. Care Canada
20. Save the Children Canada
21. War Amputees of Canada (War Amps)
22. The Salvation Army

LETTER OF AGREEMENT

Between

Queen's University (the University)

And

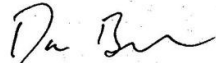
Queen's University Faculty Association (QUFA)

Re: Implementation of Article 21.4.3 of the 2008-11 Collective Agreement


The Parties agree that:

1. Within six (6) months from the date of ratification of the collective agreement presently being negotiated, in accordance with Article 21.4.3 the University shall adopt rules and procedures to promote Article 21.4.2.
2. This Letter of Agreement is governed by, and part of, the Collective Agreement which replaces the Collective Agreement that expired on April 30, 2011.
3. This Letter of Agreement will expire upon the expiration of the Collective Agreement which replaces the Collective Agreement that expired on April 30, 2011.

Dated at Kingston this 28th day of June, 2011.



Dan Bradshaw
Chief Negotiator (Queen's)



Allan Manson
Chief Negotiator (QUFA)

**Collective Agreement (Faculty, Librarians and Archivists)
Between Queen's University Faculty Association (QUFA) and
Queen's University at Kingston (August 29, 2011 - April 30, 2015)**

LETTER OF AGREEMENT

Between

Queen's University ('Queen's')

And

Queen's University Faculty Association (QUFA)

Re: Photo Identification Cards for QUFA Members

The Parties agree that:

1. Queen's will implement the use of photo identification cards for QUFA Members within one (1) year of the ratification of a renewed collective agreement (i.e. the collective agreement that succeeds the 2008-11 Collective Agreement).
2. This Letter of Agreement is governed by, and part of, the renewed collective agreement.
3. This Letter of Agreement will expire upon the expiration of the renewed collective agreement.

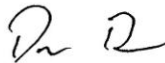
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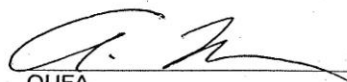
DAY OF

August

, 2011



QUEEN'S UNIVERSITY
per Dan Bradshaw
Chief Negotiator



QUFA
per Allan Manson
Chief Negotiator

SCHEDULE B GUIDELINE REGARDING EMPLOYER'S PRACTICES/PROCEDURES/ADMINISTRATION OF SICK LEAVE

This guideline is intended to set out the general principles that govern the University's administration of the short-term sick leave benefit. The guideline is not intended to be an exhaustive list of all possible scenarios that might arise – flexibility to take individual and unique circumstances into account must be maintained both for employees' benefit and for the integrity of the plan. The guideline is subject to the specific requirements of the collective agreement.

Intention: Short-term sick leave benefit provides all employees with an income replacement plan when they are absent from work due to a *bona fide* illness or injury to support employees when they suffer a significant illness or injury that may lead to long-term absence and LTD. The plan was designed to coordinate with the "elimination" or "waiting" period for Long Term Disability benefits as defined in the Great West Life LTD policy. This period, is 180 days (or, roughly 6 months) of continuous absence. Therefore, the sick leave benefit is for up to 6 months of continuous absence. It is intended to provide income replacement for a period during which the employee would otherwise have been paid but for the illness or injury – for example, the employee is not on layoff, recall or unpaid leave of absence; in the case of an employee who holds a term appointment, the period of paid sick leave will not continue beyond the end date of his/her appointment.

Waiting Period: Under the LTD policy an absence during which an employee has been unable to work for at least 60% of the time will be considered as time counted towards the elimination period.

Thus, in keeping with the intention that the sick leave benefit corresponds to the waiting period, employees are considered to be drawing on the 6-month entitlement when they are unable to work for at least 60% of the time. During this time, they are accumulating time towards eligibility for LTD benefits.

Incidental Absences: The sick leave plan is not intended to provide unlimited sick leave for incidental absences. Employees receive paid time off for absences due to incidental illness. Excessive or abnormal incidental sick leave will be addressed through the University's attendance management program.

Commencement of Benefit: The period of entitlement commences on the first day of illness.

End of Benefit: Entitlement to the benefit ends not later than the day an employee's employment with the University ends or the date on which the employee turns 65, whichever is earlier.

Recurrence: If, after returning from sick leave, an employee has a recurrence of the same illness, within 30 days of returning, the period(s) of return may be, and the subsequent absence will be a continuation of the original sick leave. Again, this coordinates the sick leave benefit with Great West Life's administration of the Waiting Period for LTD benefits.

**SCHEDULE B
GUIDELINE REGARDING EMPLOYER'S PRACTICES/PROCEDURES/ADMINISTRATION
OF SICK LEAVE**

If, after returning from LTD, and employee has a recurrence of the same illness within 6 months of his/her return, the employee is not entitled to the sick leave benefit. This coordinates with Great West Life's administration of the LTD benefit, whereby the employee is eligible to apply for reinstatement of his/her LTD benefit.

Reinstatement of Benefit: An employee who has returned to work from a sick leave of less than 6 months will earn back the full 6 months of sick leave benefit reinstated once he/she has been back to work for a continuous period equal to the length of the sick leave, provided that any subsequent sick leave does not constitute a "recurrence" as defined above.

An employee who has exhausted his/her full sick leave benefit will have her eligibility for sick leave reinstated once she has returned to work for at least six continuous months.

There may be rare cases when an employee returns from a prolonged absence due to an illness or injury and shortly thereafter requires a further leave due to a different illness or injury. While each case will have to be reviewed on its own merits, the general principle is that if the new illness or injury would commence a new Waiting Period according to Great West Life's policy, the employee would be eligible for six months of sick leave benefit in connection with that new illness or injury.

Documentation: Each employee is expected to cooperate with the University in providing satisfactory medical documentation in support of his/her absence due to illness or injury, including information about the expected duration of the absence. An employee is expected to cooperate with the University in providing periodic updates of the medical documentation to support ongoing absences. An employee's failure or refusal to cooperate in providing supporting medical documentation may place his/her entitlement to the sick leave benefit in jeopardy.

Sick Leave and WSIB: An Employee absent from work due to an occupational illness or injury that is subject to a WSIB claim will be eligible to receive the sick leave benefit but in the event that his/her claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University.

Return to Work and Accommodation: The University recognizes the importance of early and safe return to work and the need to provide accommodation to employees with disabilities. This is a process that requires the cooperation of all parties: the University, the Union and the employee. Before returning to work an employee is expected to provide medical documentation supporting his/her fitness to return to work, which outlines the restrictions and/or accommodation needs of the employee, if any.

LETTER OF AGREEMENT

Between

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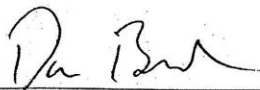
Queen's University Faculty Association (QUFA)

Re: Collective Agreement References to Course Credit Weightings

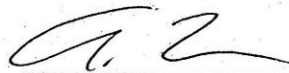
The parties agree that:

1. The Queen's course weighting system, effective May 1, 2011, is currently in a state of transition.
2. Should it be determined that the Collective Agreement references to course weightings (including, but not limited to, "full-course equivalents", "full course", "half course", "0.5 credit course" and "1.0 credit course") do not accurately reflect the credit weightings of courses, the references to course weightings throughout the Agreement shall be edited by the parties, during the life of the Agreement, to reflect the nomenclature appropriate to the new course weighting system.
3. Any such changes in terminology will not alter the substance of the Agreement but, rather, will merely reflect the change in nomenclature between the previous and current course weighting systems.

Dated at Kingston this 14th day of August, 2011



Dan Bradshaw
Chief Negotiator (Queen's)



Allan Manson
Chief Negotiator (QUFA)

LETTER OF AGREEMENT

Between

Queen's University ('Queen's')

And

Queen's University Faculty Association (QUFA)

Re: Conflict Resolution Program

Whereas Queen's and QUFA have agreed to commence a conflict resolution program to assist members of the QUFA bargaining unit in situations of conflict;

Now therefore the parties agree as follows:

1. Following ratification of a revised 2011-~~2011~~²⁰¹⁵ Queen's-QUFA Collective Agreement, the parties will establish a joint committee to oversee a conflict resolution program. The committee shall be composed of two (2) representatives of the University and two (2) representatives of QUFA.
2. The committee will commence and implement a process to select a preferred provider(s) for conflict resolution services (CRS).
3. Commencing in the 2012-2013 fiscal year Queen's will budget an amount of \$75,000.00 per year for the provision of conflict resolution services as provided by the preferred CRS provider(s).
4. The purpose of the CRS will be to assist any Member of the Bargaining Unit who may be experiencing an issue, disagreement or conflict with another Member or Member(s).
5. The committee will, in consultation with the CRS provider, establish protocols regarding accessing the services, reporting on outcomes of cases, addressing issues of confidentiality and annual reporting to the JCAA on the use of the service.
6. This Letter of Agreement will expire upon the expiration of the 2011-~~2011~~²⁰¹⁵ Collective Agreement.

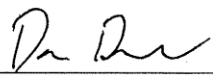
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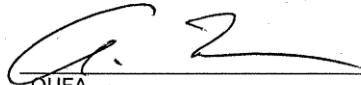
DAY OF

August

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QUEEN'S UNIVERSITY
per Dan Bradshaw
Chief Negotiator



QUFA
per Allan Manson
Chief Negotiator

LETTER OF AGREEMENT

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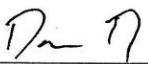
Queen's University Faculty Association (QUFA)

Re: Long Term Disability Review

THE PARTIES agree that the Joint Benefits Committee established by Article 42.6.4 of the Collective Agreement will meet before October 31, 2011 to commence a review of the LTD Plan and prepare a report for the Parties by March 31, 2012. The Report will advise the Parties regarding current rates and coverage, the availability of other LTD plans, and potential improvements, including the feasibility of increasing coverage to 85% income with a \$10,000 per month maximum, and the cost of any such improvements.

Notwithstanding the outcome of any report, the Parties acknowledge that they have a difference of opinion about whether QUFA has a right to unilaterally withdraw from the existing LTD Plan, which difference, if not otherwise resolved, can be addressed through the dispute resolution procedures set out in the collective agreement.

Dated at Kingston this 23 day of August 2011.



Dan Bradshaw
Chief Negotiator (Queen's)



Allan Manson
Chief Negotiator (QUFA)

LETTER OF AGREEMENT

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Queen's University ('Queen's')

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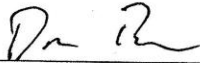
Queen's University Faculty Association (QUFA)

Re: Revisions to Article 32 - "Reappointment and Promotion of Adjunct Members" - Transitional Issues from the 2008-11 to the 2011-15 Collective Agreement

The parties agree that:

1. A Term Adjunct Member who, as of the date of ratification of the 2011-15 Collective Agreement, has agreed to a teaching assignment for the Fall 2011 Academic Term and/or the Winter 2012 Academic Term, that would have resulted in the Member acquiring numerical eligibility for SROR or GROR under the 2008-11 numerical eligibility criteria as per Articles 32.2.1(SRoR) or 32.3.1 (GRoR) of the 2008-11 Collective Agreement, will be deemed to have met such numerical eligibility criteria. In order to have "agreed" to a teaching assignment as of the date of ratification, at a minimum, a verbal offer of a teaching assignment must have been made and accepted as of that date.
2. For a Term Adjunct to receive a SRoR to a course with a weighting of less than a half (0.5) course, the Term Adjunct must teach the course a sufficient number of times after the date of ratification of the 2011-15 Collective Agreement to meet the numerical eligibility criteria for SRoR as set out at Article 32.2.1 of the 2011-15 Collective Agreement.

Dated at Kingston this 23 day of August, 2011.



Dan Bradshaw
Chief Negotiator (Queen's)



Allan Manson
Chief Negotiator (QUFA)