

**DRAFT SUMMARY OF TENTATIVE COLLECTIVE  
AGREEMENT OF AMALGAMATED QUFA  
BARGAINING UNIT**

**JUNE 13, 2008**

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## **Article 1 – Recognition and Definition of Bargaining Unit**

Changed to reflect amalgamated Bargaining Unit.

## **Article 2 – Definitions**

Deleted definitions for: 'Initial Adjunct Appointment', 'Letter of Appointment – Adjuncts', 'Sessional Adjunct'. Added: 'Library 'Department' Head', 'Plenary Meeting' (from SABU), 'Week' (from SABU).

## **Article 3 – Association Dues**

Minor language changes.

## **Article 4 – Copies of the Agreement**

University will no longer provide a copy for each Member. Members may request one electronic copy on CD and job candidates with offers will be given an electronic copy. University will also post on a website. The University will provide QUFA with 100 printed copies for Association use, as previously.

## **Article 5 – Legal Liability**

Added the phrase “including the performance of all the Member’s academic responsibilities under Article 15” to ensure that the University provides Members with liability insurance that covers all their duties.

## **Article 6 – Correspondence and Information**

Change from monthly to quarterly reporting of FLABU Member information. Same dates as SABU Agreement.

## **Article 7 – Association Rights**

Twelve units of support (9+3) at total value of \$90,000 in 2008-2009, to increase by scale in subsequent years. Added language stipulating that support may be provided as release time, stipend/overload payments, or research grants.

Did not include of SABU 7.4 Recognition of the Association’s Right to Consult (relating to requesting assistance from CAUT and OCUFA).

## **Article 8 – Management Rights**

No change.

## **Article 9 – Non-discrimination and Accommodation**

Non-discrimination is unchanged from SABU language.

New accommodation section spelling out University’s legal obligation to accommodate Members with physical or mental disabilities. Accommodation via changes to physical work space, workload and removal of barriers (time lines, measures) to tenure and promotion, as well as the University’s right to request medical evidence of disability are from legislation. Section requiring University to hire, at the University’s expense, an individual with appropriate expertise to

assess the need for accommodation and advise on an accommodation plan. Also added a “no reprisal” section.

**Article 10 – Past Practices**

No change except date.

**Article 11 – Performance Indicators**

No change.

**Article 12 – Strikes and Lockouts**

Added language from SABU granting pro rata leave without pay to Term Adjuncts who inform their Head that they will not be crossing another bargaining unit’s picket line.

**Article 13 – Joint Committee on the Administration of the Agreement**

JCAA to have 4 representatives from each side. Quorum remains 2 University + 2 QUFA. Language regarding function/powers of JCAA from SABU 12.4 replacing FLABU 13.5. Now reads:

“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.”

Timeframe for meeting at the request of either Party tightened from 14 working days to 10 working days.

**Article 14 – Academic Freedom**

No change.

**Article 15 – Academic Responsibilities**

Dropped two vacuous statements: 15.2.1 regarding a key role of Members being the pursuit and dissemination of knowledge, etc. and 15.2.2 requiring Members to meet their obligations in a professional manner.

15.2.3 (now 15.2.1) is an amalgamated list of teaching obligations from SABU and FLABU. 15.2.2 (g) “making reasonable efforts to inform students of class cancellations and rescheduling;” was added in response to a University proposal that Members must inform Heads of class cancellations and indicate reason for cancellation and when this class would be rescheduled.

SABU 27.4 regarding Term Adjuncts’ participation in service duties as being voluntary added (unless provided for in letter of appointment). Sections 15.3 and 15.5 regarding research and service have minor rewording and apply to

Members with a full range of responsibilities only. Section 15.6.2 relating to a Head granting an authorized absence, during which a Member is not subject to being recalled to campus is deleted.

### **Article 16 – Intellectual Property**

Section 16.1.1 changed from Article covering all IP created by a Member to only IP created by a Member in the course of their employment or with University facilities or resources.

16.2 definition section added. Includes definitions of “Copyright”, “Invention”, “Inventor”, and “Intellectual Property”. “Invention” does not include non-patentable software.

16.3 Ownership and Rights Respecting All Forms of IP grants the Member who created IP ownership unless other arrangements have been agreed to in advance for funding, the creator has arranged a conveyance of ownership by individual contract, or the University has been granted a licence to use by individual contract. The University initially proposed default ownership by the University of all IP created by Members.

Old 16.3 granting the University a non-exclusive, royalty-free, fully-paid-up licence to use IP (copyright material in practice) for non-commercial educational and research purposes is deleted.

Reorganization of elements of sections dealing with commercialization of patentable material and role of PARTEQ. In response to University’s concern about third party claims to patentable material, Members are now required to list the names of co-inventors on PARTEQ disclosure forms, and the Office of the V-P (Research) is required to investigate with due diligence the extent of involvement of any and all co-inventors whether or not they are identified on the disclosure form.

Either the Member (and any co-inventors) or PARTEQ may reject commercialization through PARTEQ.

16.5.1 – PARTEQ may commit resources and determine the sharing of net revenues by, as in the old Agreement, by the business practices approved by its Board of Directors, or by agreement with the Inventor(s) (new). 16.5.2 also allows for an agreement between the Inventor and PARTEQ on the assignment of moral rights respecting modification.

New section 16.7 Protocol to Resolve Disputes Respecting Intellectual Property Rights. This section requires Inventors with disputes to meet with the V-P (Research) do discuss possible resolutions; if that fails to meet with an independent mediator (shared costs). (Editorial comment: Good luck to University in trying to force parties outside the University into this process).

### **Article 17 – Fraud & Misconduct in Academic Research and Scholarly Activity**

Added section restricting the application of the Article to academic activities related to a Member's employment at the University and activities in which the Member has identified an affiliation with Queen's (same as SABU). Otherwise, unchanged.

### **Article 18 – Conflict of Interest & Conflict of Commitment**

Statement added to section 18.2 Conflict of Commitment so that it applies only to Members with full-responsibility appointments. Otherwise unchanged.

### **Article 19 – Grievance and Arbitration**

Informal offers to settle a grievance by either party shall be responded to within 5 working days.

Dropped language in 19.3.6 relating to descriptive content of settlement statements, statements serving as guidelines for similar fact circumstances, and lodging statements with the Office of the V-P (Academic). Replaced with language that statements shall be without prejudice and shall not constitute a precedent.

Step 1 (19.4.1) timeline for filing a Notice of Intention to Grieve after the failure of an informal process shortened from 15 working days to 10 working days, and replaced references to "the University" with "the responding party to the grievance". Added the option of either Party waiving the Step 1 meeting by provision of written notice.

Timeline for convening a Step 1 meeting changed from 15 working days to 10 working days. Added that Step 1 meetings may comprise only the University's administrative officer and the Association's grievance officer.

Timeline for filing Notice of Intention to Proceed by either Party (rather than just the Association) if Step 1 fails or is waived has been shortened from 25 working days to 20 working days. Added that the Notice of Intention to Proceed shall contain the details of the grievance, the provision(s) or interpretation of the Agreement allegedly violated, and the relief sought from the arbitrator.

### **Article 20 – Discipline**

In 20.2 Forms of Discipline the list has been reworded. Item (a) now reads "written reprimand" instead of "written warning or reprimand" (also changed in 20.2.7). Item (c) is now "suspension without pay" striking out "or fine in lieu thereof where appropriate". Item (d) is now "dismissal" instead of "dismissal for cause".

The Vice-Principal has been dropped from the list of investigators of allegations (20.3.1).

A new “statute of limitations” type section has been added to limit investigations when the alleged facts occurred more than 6 months before an allegation is received, except where there are safety concerns, evidence was not previously available, there is a continuing pattern of conduct, a request by the Member who is the subject of allegations, or a requirement by external funding agencies.

The Vice-Principal, Dean, or the Dean on the recommendation of the Head added to the list of individuals who impose discipline (20.4.1).

In section 20.4.2 (formerly 20.4.1), if a Member grieves a suspension without pay, the Member will continue to receive pay until the grievance is decided or the end of their term of appointment, whichever ever comes first. Members grieving other forms of discipline will receive pay until the grievance is decided or the end of their term of appointment (instead of 6 months), whichever ever comes first.

#### **Article 21- Harassment**

References to “2 weeks” have been changed to “10 working days”.

#### **Article 21A – Harassment by Students**

New article in which the University acknowledges that Members are entitled to be free from harassment by students. The University shall adopt rules and procedures to promote the above and respond to actions that are inconsistent with it. The rules and procedures will be publicized and shall indicate who has responsibility to take action in response to Member’s concerns and harassment by students.

#### **Article 22 – Public Safety and Security: Emergency Suspension With Full Pay**

No change.

#### **Article 23 – Health, Safety and Security**

No change.

#### **Article 23A – Privacy**

New Article limiting the circumstances in which the University can undertake surveillance. University agrees to undertake surveillance following the University Freedom of Information and Protection of Privacy guidelines and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990. Surveillance in public areas to be indicated by a posted notice unless there is a strong possibility that hidden surveillance will prevent or detect unlawful activity. Surveillance in Member’s office, private workspace or private lab must have consent of Member

and will be indicated by a posted notice unless there is a strong possibility that hidden surveillance will prevent or detect unlawful activity.

The University shall develop policies (in consultation with the Association) to govern who has the authority to initiate and manage surveillance, shall keep records of all surveillance, and make these records available to the Association upon request.

No information gain by surveillance shall be used in a Member's evaluations, renewal, tenure or promotion proceedings, nor be part of a Member's Official File. Information gained through surveillance shall not be used in disciplinary action unless it is evidence of unlawful activity or breach of the Agreement. Information shall only be disclosed to Queen's Security and the V-P (Operations and Finance) unless it indicates unlawful activity that should be disclosed to the police or the information should be shared with others to meet the University's commitment to the health, safety and security of the Queen's employees and students.

The University has recognized Members' right to privacy of personal and professional communications, except in cases where a Member may be threatening the security or integrity of the computing/network facilities, violating software licencing agreements, or attempting unauthorized access another user's account/data. The University reserved the right to block, intercept, prevent or limit the sending or receiving of unsolicited communications or files (spam, viruses).

The University's Information Systems Security Officer shall review security standards within University Policy to ensure they are consistent with this Article.

#### **Article 24 – Employment Equity**

Added definitions for "Designated Groups" (women, members of visible minorities, aboriginal peoples, and persons with disabilities covered by the Employment Equity Act) and "Equity-seeking Groups" (the four Designated Groups plus persons of non-heterosexual orientation or gender identity).

In section 24.2.2, the Equity Representative on Appointments Committees and Personnel Committees now must normally have tenure.

Locations for advertisements for positions now include, where appropriate, "national newspapers, and other venues intended to reach prospective candidates from equity-seeking groups". Either the University, the Association, the University Advisor on Equity can recommend other measures to reach prospective candidates from equity-seeking groups that will be implemented when agreed to by both Parties. Appointments Committees will take special care to not eliminate strong candidates from the broader category of equity-seeking groups. The remaining sections of the Appointments Process section refer to the designated groups for which there is Statistics Canada data for proportional

representation in the Canadian population for comparison with faculty proportions.

### **Article 25 – Appointments**

Sections have been rearranged in this Article. Eliminated the term “Regular Faculty” and replaced it with “Tenure or Tenure-track”. Term Adjunct appointments now defined as limited-term appointments of one term to 3 years duration with appropriate rank and a limited range of academic responsibilities. Members with Non-Renewable appointments who are reappointed (on or after July 1, 2008) in another non-renewable appointment shall be deemed to have been granted a Tenure-track appointment. Non-Renewable Spousal/Partner appointments have been eliminated. Librarians/Archivists have been added to the Special appointment wording.

A Limited-Term (not more than 3 years) Librarian/Archivist appointment type, with appropriate rank and a full-range of responsibilities, has been added.

Term Adjunct ranks the same as for full-responsibility Members and with the same criteria. The rank of Professor Emeritus now falls only within the Term Adjunct type of appointment. The Principal must approve a Term Adjunct’s first appointment (or first reappointment) at the rank of Associate Professor or Professor.

Improved equity language has been added to the Appointments procedures wording (25.6.1 (c)).

Added a minimum starting salary of the floor for General Librarians and Archivists in section 25.9.3 relating to minimum starting salaries.

Added sections 23.2, 23.3 from 2006-2008 SABU Agreement as 25.10. Added section a section on written confirmation of appointment for Term Adjuncts that requires a candidate who has accepted an offer of appointment to be notified in writing within 10 days of acceptance. The written confirmation must include: rank; start and end dates; name, number, type, level and location (if not on the main campus) of the course to be taught; the percentage responsibility for the course; expected enrolment; any labs/practicums or additional duties; remuneration for the courses and any additional duties; and compensation arrangements for eligible travel expense associated with the appointment.

Included SABU Article 29.5 on Additional Duties for Term Adjuncts with an additional section stating that a Term Adjunct’s eligibility for reappointment shall not be prejudiced by refusing a request to assume additional duties after the original letter of appointment has been issued.

### **Article 26 – Reduced Responsibility Appointment**

No change.

### **Article 27 – Relocation Expenses**

No change.

### **Article 28 – Annual Performance Review**

Added sections dealing with Term Adjuncts' assessment of assigned duties (SABU 24.1.1 – General statements and 24.2 – Review Process).

### **Article 29 – Assessment and Evaluation of Teaching**

No change.

### **Article 30 – Renewal, Tenure and Promotion for Tenure-track and Tenured Faculty Members**

Added to the Renewal, Tenure and Promotion Committee (30.2.1) wording to allow Members of the Committee to be elected for staggered terms of more than one year. A reference to Appendix P for Aboriginal persons seeking Renewal/Tenure/Promotion is added. Student representatives may now come from the Unit or a related program. The language in section 30.2.4 has been strengthened to require the resignation (and replacement if the reviewing process has not yet started) of Committee members with a conflict of interest/commitment or a reasonable apprehension of bias.

Improved equity language and broader definition of scholarship added to the Criteria for RTP section (30.6.1 (b) for renewal and 30.6.3 (b) for tenure).

In the Notification section (30.7.2), the deadline for applications for RTP has moved back two weeks from September 1 to August 15. The deadline for the meeting of the Member with the Unit Head to give advice on the application and the selection of referees has moved back two weeks from August 1 to July 15 (30.8.4). A deadline of July 31, one day earlier than in previous Agreement, has been set for the Member to provide a list of prospective referees to the Committee (30.8.6.2). The Member shall provide the Committee with the required material for their application file by August 15 instead of September 1 (30.9.1). Wording for the required number of referees from the Member's list has been changed from "[a] majority" to "[a]t least half"(30.8.6.1 and 30.8.6.3).

The RTP Committee will develop the list of student names from which to solicit views in the same manner, but the Member will be able to reject 25% of the names, rather than up to 100%.

### **Article 31 – Renewal, Continuing Appointment and Promotion for Librarian and Archivist Members**

Added to the Renewal, Tenure and Promotion Committee (31.2.1) wording to allow Members of the Committee to be elected for staggered terms of more than one year. A reference to Appendix P for Aboriginal persons seeking Renewal/Tenure/Promotion is added. The language in section 31.2.5 has been

strengthened to require the resignation (and replacement if the reviewing process has not yet started) of Committee members with a conflict of interest/commitment or a reasonable apprehension of bias.

In the Notification section (31.6.2), the deadline for applications for RTP has moved back two weeks from September 1 to August 15. The deadline for the meeting of the Member with the Unit Head to give advice on the application and the selection of referees has moved back two weeks from August 1 to July 15 (31.7.4). A deadline of July 31, one day earlier than in previous Agreement, has been set for the Member to provide a list of prospective referees to the Committee (31.7.6.2). The Member shall provide the Committee with the required material for their application file by August 15 instead of September 1 (31.8.1). Wording for the required number of referees from the Member's list has been changed from "[a] majority" to "[a]t least half" (31.7.6.1 and 31.7.6.3).

### **Article 32 – Reappointment and Promotion of Adjunct Members**

The specific right of reappointment (ROR) for Term Adjuncts for a specific course remains the same as in the SABU Agreement. General ROR (not course specific but a right to a given full-course equivalent equal to all the specific RORs earned) is attained through 3 or more years of consecutive service multiplied by the cumulative total of the full-course equivalents taught equaling 12 or more. These reappointments will be considered by an Adjunct Appointments Committee. Reappointment for Term Adjuncts with general ROR shall be not less than 2 years and not more than 3 years. Notification of Term Adjunct Members who will become eligible for general ROR by the Unit Head will happen no later than the first day of the term before they become eligible (so that reappointment with general ROR can be considered by the Adjunct Appointments Committee and applied as soon as the Member is eligible). Members have 30 days to reply to notification by the Head and submit materials to be considered by the Committee. The Committee must make a decision within 6 weeks of receiving a Member's application.

Expiration or loss of ROR (covering both specific and general) is added from the SABU Agreement (SABU sections 23.4.6 through 23.4.11).

Eligibility for Continuing Adjunct appointment has been divorced from promotion in rank. Members who have a minimum of 6 consecutive years of service as bargaining unit members and whose years of service multiplied by the full-course equivalents they have taught in that period equals 72 may apply for a Continuing Adjunct Appointment (Members who have held Non-Renewable, Non-Renewable Replacement, Non-Renewable Spousal/Partner, and Special appointments and who move to Term Adjunct appointments with consecutive service will be able to count those years and full-course equivalents). Authorized leaves will not be considered a break in service, nor shall one gap in membership in the Bargaining Unit for not more than 12 months due to lack of work.

The Renewal/Tenure/Promotion Committee will consider applications for Continuing Adjunct appointments. Members appointed as Continuing Adjuncts will be entitled to a course load no less than the higher of the average number of half courses taught per year in all years used to calculate eligibility for Continuing appointment or the average number of half courses taught per year in the last three years.

Promotion to Assistant Professor for Adjunct Members appointed as Lecturers because they do not yet have their Ph.D. is automatic once they are granted their degree. Promotion to Associate Professor (no "Adjunct" qualification to the title either external or internal to the University) will require the Adjunct Faculty Member to meet the same criteria as tenure-track/tenured faculty.

### **Article 33 – Leaves**

Second and subsequent academic leaves at 85% of the Member's regular salary, up from 82.5%. Period of service calculation has been reworded for leave subsequent to an advanced academic leave. Deferral language changed such that Member may ask to defer without having to apply for, and have had academic leave approved. In the case of Librarian/Archivist Members, deferral by the University Librarian may take place before approval. A request for deferral from the Dean now based on not jeopardizing "the Unit's ability to meet its academic program obligations", instead of "the teaching and/or service needs within the University" and leave must be deferred to a mutually acceptable time.

Longer Compassionate Leave of 6 months or until the end of an appointment is available to more Members. Members employed continuously for 1 year or more with the University at the start of the leave and who currently hold an appointment of 1 year or more are eligible for 6 months leave with pay. Sick leave entitlement language (33.2.3.1) from SABU 26.2.1 – "six months or until the end of their appointment". During Compassionate, Bereavement or Sick Leave, the University will continue to pay its portion of the premiums for the group benefits plans (in which the Member is enrolled) and the Pension Plan (if applicable) if the Member continues to pay their share. Members on unpaid leaves without the entitlement to University payment of a share of benefits premiums can pay the total amount of premiums to maintain benefits.

Change in terminology for Maternity and Parental Leaves from "Pay" to "Top-Up" to conform to the Employment Insurance usage of "Top-Up" to refer to the difference between regular salary and the EI benefits maximum.

### **Article 34 – The Official File**

A section has been added requiring Members' Official Files to be archived following a period of continuous non-appointment at the University.

### **Article 35 – Maintenance of the Scholarly and Professional Environment**

“Complement” section added that reads: “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”.

The list of circumstances in which the appointment of Term Adjuncts and unpaid Adjunct 1s is appropriate has had the following circumstance added: “(i) When the Term Adjunct is otherwise employed at the University and is teaching in their area of expertise”.

### **Article 36 – Working Conditions**

Less specific references to electronic communication technology in the free access provision (36.1.4) to avoid issues arising from software/technology obsolescence.

The Fund for Scholarly Research and Creative Work and Professional Development (Adjuncts) has been merged (\$130,000 previous total) and increased to \$185,000. Adjunct Members teaching one full course equivalents or less will be eligible for a maximum of \$2,500 per year, and Adjuncts teaching more than one full course equivalents per year will be eligible for \$5,000 per year. Money will be distributed as either a salary stipend or a grant. Adjunct Members receiving salary stipends shall submit a report on the progress or completion of their work as set out in their application to the sub-committee of the JCAA. Frequency of competitions, the application form and the deadlines for application will be determined by the sub-committee of the JCAA. In section relating to how the sub-committee shall award funds (36.4.5) the wording “[p]riority shall be given to junior applicants and to those intending to provide partial funding for a Negotiated Leave in this way” has been dropped.

Professional expense reimbursements (PER) annual maxima for Members other than Term Adjuncts increase to \$1,575 in 2008-2009, \$1,600 in 2009-2010, and \$1,650 in 2010-2011. Term Adjunct Members shall be reimbursed to an annual maximum per half-course (0.5 credit) of \$215 in 2008-2009, \$225 in 2009-2010, and \$235 in 2010-2011.

Laptop program (SABU 28.3.3) is discontinued.

Travel expenses for Commuting Adjuncts see notes on Appendix F.

### **Article 37 – Workload**

This Article has undergone significant rewording and reordering. Changes have been directed at removing the discretion of Unit Heads and the Deans to consider/apply factors not contained within the Units’ Workload Standards.

37.1.1 has been added to specify that the Article generally applies to Non-renewable, Spousal, Special, Continuing Adjunct, Tenure-track and Tenured Members.

In the list of items for which the Workload Standard shall stipulate guidelines, the academic program obligations of the Unit, the changing distribution of workload components over a Member's career, past practice in the Unit, and Workload Standards in cognate disciplines at Queen's have been removed. Quality of scholarly/research or other creative work has explicitly been excluded.

New section 37.1.4A lists the functions and goals of the Workload Standard. These are: to allow members to arrange their responsibilities in the most efficient allocation of work and time, given the academic obligations of the Unit; to allow Members to see and understand the calculation of their own responsibilities and those of their colleagues; to distribute responsibilities equitably; to integrate teaching and research; and to define teaching loads in a manner that encompasses all teaching responsibilities.

Proposed Workload Standards from a Unit Workload Committee to be ratified by a majority of Unit Members who cast ballots in a ratification vote. A copy of the ratified Standard must be provided to the Dean within 2 weeks of the ratification and the Dean must respond within 6 weeks of receiving the Workload Standard. If the Dean rejects the Workload Standard, the meeting to address his/her concerns with the Workload Committee shall address only matters relevant to whether the Standard allows the Unit to meet its academic program obligations.

In assigning duties, the Unit Head shall take into account previously accepted service and/or teaching duties. The list of variables that the Head should consider in assigning teaching and service duties to each Member (old 37.2.3) has been eliminated as such a list runs contrary to the purpose of having a Workload Standard. Similarly, the second list of factors a Head was to consider in old 37.2.5 has been narrowed to whether the Member is in the first year of an Initial Appointment and limiting teaching assignments to two 4 month periods in most circumstances. The Unit Head must now assign duties according to the Workload Standard.

Members can carry "credit" or "debit" balances in teaching duties by teaching more or less than the normal load, as long as their total load over a 5-year period is consistent with the Workload Standard.

Creative teaching arrangements (team-teaching, teaching multiple sections, etc) shall be accommodated by the Head.

New section that states that the University will make reasonable efforts to ensure Members will have one day a week in each term that is free of teaching and service responsibilities.

The entitlements arising from teaching additional courses (37.3.2.1) now apply to all Members.

In considering requests for a period of reduced teaching responsibility, the Head, Dean and V-P (Academic) shall not weigh or distinguish between requests by whether or not the Member has an external research grant and whether the grant includes funds for replacement teaching.

University Archivist Members are to develop a Workload Standard to be ratified by the University Archivist. Librarian and Archivist Workload Standards will be made available through Unit offices and distributed to new Members. New list of guidelines and functions/goals as for Academic Units and elimination of the list of factors to be considered in assigning individual Member's workload. The University Librarian or University Archivist shall follow the Workload Standard in assigning duties. The wording for the distribution of time for professional development during normal working hours has changed from 2 days per month to 24 days per year. Requests from Members for the allocation of additional time for scholarly activity on specific projects shall be accorded by the University Librarian/University Archivist if the project warrants it. Workload Standard may be reviewed if the University Librarian/University Archivist or the majority of librarian or archivist Members who cast ballots view that one or more of a list of conditions exists (37.5.10).

#### **Article 38 – Financial Exigency Leading to Layoff of Members**

Language change to deal with the issue of right of reappointment for Term Adjuncts (38.5.2). FLABU and SABU entitlements to services merged.

#### **Article 39 – Closure of an Academic Program or Unit for Academic Reasons**

No change.

#### **Article 40 – Academic Administrators**

No change.

#### **Article 41 - Heads of Departments**

Equity Articles 24.1 and 24.2 apply to the selection of Department Heads (including Library 'Department' Heads), unless a full search is authorized in which case all of Article 24 applies.

Academic Heads stipend has increased from \$7,000 to \$8,500.

For Library 'Department' Heads, Groups A and B have been eliminated (41.8.1.3). Members in 'Department' Head positions that are abolished shall negotiate reassignment and compensation with the University Librarian or designate. If no resolution can be negotiated the matter shall be referred to the JCAA for resolution.

#### **Article 42 – Compensation and Benefits**

Scale increase of 3.2% in each of the three years to Members' salaries, the Assistant Professor Floor and Floor F. No change to structure of career development, merit, and junior increments/senior abatements (but see MOA on merit and career development).

Anomalies funds up from \$370,000 to \$500,000. Anomalies Side-Table funds to be distributed as set out in Appendix J below. An extra one-time sum of \$300,000 is to be set aside for distribution in 2010-2011 for a Special Adjustment, with the distribution to be studied and decided by the JCAA (at the table, QUFA argued for between-cohort adjustments to mitigate the effects of two notable periods of wage restraints – this is the issue that will be the focus of the JCAA). If the JCAA cannot come to an agreement as to the distribution of these extras funds, the \$300,000 will be added to the Anomalies Side-Table funds to be distributed according to Appendix J. The Principal's Anomaly Fund shrinks from \$220,000 to \$150,000.

For the calculation of Continuing Adjunct compensation, the language relating to the determination of Members' FTEs has been tightened up. Calculation now includes course-related administration and assigned extra duties, and must follow the Years of Experience Guidelines from the JCAA. QUFA will receive information regarding a Member's FTE at the time of his/her appointment and any time the FTE changes.

Base Stipend per 0.5 credit course for Term Adjuncts increases by scale and by a \$105 Special Adjustment in each of the three years (\$6,669 in 2008-2009, \$6,987 in 2009-2010, and \$7,315 in 2010-2011). Sections from SABU dealing with supplements to the Base Stipend are added. The 4-year limit on the 1.5% increase in Base Stipend for years of teaching experience has been removed (now no limit to the number of credited years). There is a supplement to the Base Stipend for a half-credit course of a minimum \$700 for each additional hour per week of assigned tutorial or lab duties over the first three hours of lectures, labs or tutorials per week.

Librarian/Archivist Members' salary Floor will increase to \$50,000 in 2008-2009, \$51,600 in 2009-2010, and \$53,251 in 2010-2011. There will be a Special Adjustment of \$3,000 per Member spread over three years to bring the average salary more in line with the national average for this group. Librarian/Archivist Career Development increments shall be calculated as follows in each of the three years (all calculations relative to the General Librarian/Archivist Floor):

4.3% for Members with salaries less than 1.25 times the Floor; 3.5% for Members at less than 2.0 times the Floor; 1.5% for Members at less than 2.1 times the Floor; and 1.0% for Members with salaries greater or equal to 2.2 times the Floor.

The value of a merit point for Librarian/Archivist Members has increased by scale (3.2%). The maximum number of merit point that can be added in a year by the V-P (Academic) has changed from a fixed 12 to “not more than a number equal to one-third (1/3) of the librarian/archivist complement on May 1 of each year”. Junior increments and senior abatements for librarian/archivist Members have been eliminated. Librarians and Archivists now have access to the Principal’s Anomaly Fund, as well as \$5,000 per year anomalies fund administered by the JCAA.

The minimum/normal administrative stipend for Library ‘department’ heads is \$5,500, to be pro rated if “department’ head duties are less than full-time (however, no stipend shall increase by more than \$2,500).

All Members, except Term Adjuncts with appointment of less than two years, are eligible for benefits. Effective May 1, 2009 the University shall pay 100% of the Dental Plan premiums. For changes to the Child Care Benefit and Tuition Support see Appendices M and N. Long Term Disability will be mandatory for all Members who are currently enrolled and all eligible Members appointed after ratification.

The Joint Benefits Committee is to advise the Parties on the operation of the benefits plans is added to the Agreement.

The wording preventing changes or amendments to benefits plans (including the Pension Plan) without the agreement of the Association remains.

#### **Article 43 – Dispute Resolution Mechanism of the Next Collective Agreement**

Eliminated.

#### **Article 44 – Final Offer Selection Process**

Eliminated.

#### **Article 45 – Duration**

Three year Agreement to April 30, 2011.

#### **Appendix A – Letter of Understanding**

No change.

#### **Appendix B – Notice of Intention to Grieve**

No change.

**Appendix C – List of Arbitrators for Article 19.5.2**

No change.

**Appendix D – Remedial Electoral Process**

No change.

**Appendix E – MOA Re: Assessment of Teaching**

Extension of the joint Committee reviewing the assessment of teaching to June 30, 2009.

**Appendix F – Commuting Adjunct Travel Expense Policy**

Term Adjuncts who have been appointed as Commuting Adjuncts will be able to claim accommodation amounts for rent (with rent receipts) for either the maximum they would otherwise be entitled to claim for B & B accommodation or their monthly rental, whichever is less.

**Appendix G – University Timetabling Committee Terms of Reference**

No change.

**Appendix H – Principles of Timetabling**

No change.

**Appendix I – University Timetabling Committee Timetabling Review and Approval Process Flow Chart**

No change.

**Appendix J – Anomalies Side-Table of the JCAA**

Anomalies Side-Table Fund has increased from \$150,000 to \$350,000 per each year of the Agreement. \$150,000 will address within discipline group anomalies and \$200,000 to address between discipline group anomalies in the six non-market-driven discipline groups.

**Appendix K – Term Adjunct Salary Guidelines**

Scale increases, plus proportion of \$105.

**Appendix L – Applied Music**

Scale increases, plus proportion of \$105.

**Appendix M – Child-care Benefit Plan**

Now covers children under the age of seven instead of under the age of six. Ceilings on half-day and full-day reimbursements are eliminated, as is the limit to 50% of usual and customary billings. Annual limit raised to \$2,250 from \$2,000. Total value of the fund is \$320,240 for 2008-2009, \$340,808 for 2009-2010, and \$351,714 for 2010-2011. All Members are eligible for the full amount.

**Appendix N – Tuition Support Plan**

Total amounts are \$630,219 for 2008-2009, \$650,386 for 2009-2010, and \$671,198 for 2010-2011. Adjunct members' spouses and dependent children are now eligible pro rated to 25% of the full per annum amount per half-credit course a Member teaches.

**Appendix P – Aboriginal Participation in RTP Committees**

Replaces current MOAs that allow the Aboriginal Council to select an Aboriginal person serve as a participant on RTP Committees at the request of an Aboriginal Member.

**Appendix Q – MOA Re: Harassment Contrary to Human Rights**

Parties agreed that no changes would be made to 21.3 (Harassment Contrary to Human Rights) until the Senate review of the University's Harassment/Discrimination Complaint Policy and Procedures has reported.

**Appendix R – Compensation for Additional Duties Pursuant to Article 42.4**

Scale increases.

**Appendix S – Employment Insurance Hours**

No change.

**Appendix T – Correspondence and Distance Studies Courses**

Scale increases, plus proportion of \$105.

**Appendix U – Practica Courses**

Scale increases, plus proportion of \$105.

**Appendix [ E from SABU] – Appointment Report Form**

No change.

**Schedule A – List of Registered Charities Pursuant to Article 3.1.2**

No change.

**MOA Re: Transition Provisions – Appointments**

The rank of Adjunct Members with an appointment or right to an appointment as of May 1, 2008 shall not change because of any provision in the new Collective Agreement. All 2005-08 FLABU and 2006-08 SABU provisions will continue to apply for as long as a Member holds an academic appointment at Queen's or he/she is granted a change in rank under the provisions of the new Agreement.

The terms and conditions of current Non-renewable Spousal/Partner appointments will not change as a result of the elimination of this appointment category in the tentative Agreement.

**MOA Re: Merit and Career Development**

Parties agree to a Joint Committee to review career development models, including merit, junior increments, and senior abatements, and to make recommendations to the JCAA regarding possible alternatives for career development and recognizing better than average performance.

**MOA Re: Anomalies Fund**

Parties agree to a Joint Committee to review the anomalies funds for within discipline and between discipline salary anomalies, as well as the Principal's Anomaly Fund, and make recommendations to the JCAA.

**MOA Re: Intellectual Property**

Parties agree to a Joint Committee to review matters relating to IP created by Members, and make recommendations to the JCAA.