



Collective Agreement

SESSIONAL ADJUNCTS

19 JUNE 2006 TO 30 APRIL 2008

Queen's University Faculty Association
and Queen's University at Kingston

THIS COLLECTIVE AGREEMENT (SESSIONAL ADJUNCTS)

between

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

and

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

(June 19, 2006 – April 30, 2008)

The Parties agree as follows:

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ARTICLE 1
RECOGNITION AND DEFINITION OF BARGAINING UNIT

- 1.1 The University recognizes the Queen's University Faculty 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 certificate of the Ontario Labour Relations Board, dated May 1, 2003. This certificate and subsequent amendments, if any, shall be deemed to be incorporated into and become part of this Collective Agreement.
- 1.2 Members in the Bargaining Unit are all academic staff of Queen's University at Kingston, in the province of Ontario, who, individually or jointly, are responsible for instruction and evaluation in degree-credit courses, for pay, and who are persons coming within the definition of members of the adjunct academic staff, Group 1, as set out in the June 23, 1994 "Statement on Adjunct Academic Staff and Academic Assistants", as contained in [Appendix A](#) save and except:
- a) employees covered by subsisting collective agreements;
 - b) voting members of the Board of Trustees;
 - c) Associate Deans and above that rank, including without limitation 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;
 - d) the University Librarian and the Associate University Librarian;
 - e) the University Archivist;
 - f) physicians with or without academic rank to whom the Ontario Medical Association Dues Act applies
 - g) persons, including visiting fellows, employed by another university, institution, firm or government agency, and whose duties at Queen's University are part of their employment at their home university, institution, firm or government agency;
 - h) post-doctoral fellows and research fellows whose remuneration for teaching at Queen's University is from an external source;
 - i) teaching assistants;

ARTICLE 1
RECOGNITION AND DEFINITION OF BARGAINING UNIT

- j) academic assistants, as defined in the June 23, 1994 “Statement on Adjunct Academic Staff and Academic Assistants”;
- k) persons registered as students at Queen’s University at Kingston who teach in the discipline in which they are registered;
- l) persons whose appointments are exclusively for work outside of the Province of Ontario, including persons teaching at the International Study Centre at Herstmonceux Castle;
- m) the Executive Director and Resident (Academic) Director at the International Study Centre at Herstmonceux Castle;
- n) those persons who as guest lecturers provide only occasional instruction in a course;
- o) persons engaged in supervision of students unless they are otherwise members of the bargaining unit.

1.3 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.

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 meanings given in this Article.

2.2 **Academic Session**

A period of time during the year, the specific dates of which are set annually by Senate. There is one academic session: the Fall-Winter session.

2.3 **Academic Term**

A period of time during the year, the specific dates of which are set annually by Senate. There are five academic terms: the Spring term, the Summer term, the Spring-Summer term, the Fall term and the Winter term.

2.4 **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.

2.5 **Agreement**

The Agreement negotiated between and ratified by the University and the Association concerning the Sessional Adjunct Bargaining Unit.

2.6 **Appointment Dates**

The period of employment by the University.

2.7 **Association**

The Queen's University Faculty Association (QUFA). See also Queen's University Faculty Association ([Article 2.25](#)).

2.8 **Bargaining Unit**

The Sessional Adjunct Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board (OLRB), dated May 1, 2003 as may be amended by the OLRB or by the Agreement of the Parties.

ARTICLE 2 DEFINITIONS

2.9 Board

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

2.10 Day

A calendar day.

2.11 Dean

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

2.12 Delegate

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

2.13 Department

An academic department, as duly constituted by the Senate and the Board.

2.14 Employer

Queen's University at Kingston.

2.15 Faculty

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

2.16 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. See also Academic Year ([Article 2.4](#))

2.17 Joint Committee on the Administration of the Agreement (JCAA)

The Committee as described in [Article 12](#) of the Collective Agreement.

ARTICLE 2 DEFINITIONS

2.18 Member

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

2.19 Parties

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

2.20 Plenary Meeting

A meeting of a Unit in which all regular faculty members can attend.

2.21 President

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

2.22 Principal

The Principal of Queen's University at Kingston.

2.23 Program

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

2.24 Queen's Gazette

The Gazette published by Queen's University at Kingston.

2.25 Queen's University Faculty Association (QUFA)

The exclusive bargaining agent of the Members of the Bargaining Unit, as described in [Article 1.1](#). See also Association ([Article 2.7](#)).

**ARTICLE 2
DEFINITIONS**

2.26 **Senate**

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

2.27 **Sessional Adjunct**

A Member of the Bargaining Unit.

2.28 **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.

2.29 **Unit**

An academic unit which is a Faculty, School, or Department headed by a Dean, Director, Head or Chair, or the University Library or the University Archives.

2.30 **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.

2.31 **Week**

Seven consecutive days.

2.32 **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 stipends of all Members on a monthly basis; and
- (b) any other fees, levies, and assessments which may be authorized from time to time by the Association in writing to the University.

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, a sum equivalent to monthly dues shall be deducted from that Member's stipend 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 twentieth (20th) 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 on a monthly basis of the amount deducted from each Member under this Article.

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 17](#).

ARTICLE 3
ASSOCIATION DUES

- 3.3.2 In the event that a Member's objection is disputed, any monies deducted pursuant to [Article 3.1.1](#) shall be held in trust by the University pending the outcome of the dispute.

ARTICLE 4
COPIES OF THE AGREEMENT

- 4.1 The Parties shall 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 shall cooperate in any technical editing 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 each Member with one (1) copy of the Agreement, and further, shall provide the Association with thirty (30) copies of the Agreement for its own use. Members hired subsequent to the initial distribution shall receive copies from the University upon taking up their employment. A copy shall be available for consultation by any person interviewed for a position within the Bargaining Unit.
- 4.3 The University shall make the Agreement publicly accessible in an electronic form.

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, to the extent provided by the CURIE policies now in force. 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.

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:
- (a) An electronic list containing the name, 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, and remuneration for and identification of additional duties for each Member no later than January 15, May 15 and September 15 each year for the duration of this Agreement;
 - (b) 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;
 - (c) The names of all Members whose employment has been terminated for reasons other than expiration of contract, the dates of terminations, and the categories of termination such as death, resignation, or dismissal within ninety (90) days of termination;
 - (d) Such other information as may be set out elsewhere in this Agreement that is required to be given.
- 6.3 The Association agrees to provide the University with the following information:
- (a) A copy of any Association communication bulletin for 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;
 - (d) Notice, Agenda, and approved Minutes of the Association's General Meetings (regular and special);
 - (e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 6
CORRESPONDENCE AND INFORMATION

- 6.4 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 17](#) and [Article 18](#) shall be delivered by receipted, registered Canada Post or other personal delivery for which signed acknowledgment of receipt is required.

ARTICLE 7
ASSOCIATION RIGHTS

7.1 Support Stipends

7.1.1 The University shall provide three (3) stipends each fiscal year to support the work of the Association. The stipends shall be at the Base Stipend rate for a half-credit (0.5) course (\$6,172 in 2006-07 and \$6,360 in 2007-08). The stipends shall be paid through the University payroll system to individuals designated by the Association. Stipend-holders who are not Sessional Adjuncts shall have the same rights and protections with respect to e-mail and library access as Sessional Adjuncts, during the time when stipend-holders are performing services for the Association.

7.2 Services

7.2.1 The Association may use all internal services which shall be charged at the internal user rate.

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

7.2.3 The University shall provide the Association access to meeting rooms on campus for Association business through Room Reservation Services in accordance with normal booking procedures and regulations.

7.2.4 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 payments arrangements. Any employer's contribution will be paid by the Association.

7.3 Work of the Association

7.3.1 Work by Members and by stipend-holders under [Article 7.1.1](#) 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 and such work shall be included in, and covered by, [Article 5.1](#).

7.4 Recognition of the Association's right to consult

7.4.1 The University recognizes that the Association has the right at any time to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and of the Ontario Confederation of University Faculty Associations (OCUFA). Such duly authorized representatives shall have access to University premises to consult with the Association's officials and Members.

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. Such rights shall be exercised in a fair and equitable manner consistent with the provisions of this Agreement.

ARTICLE 9
NON-DISCRIMINATION

- 9.1 There shall be no discrimination, interference, restriction or coercion exercised or practised regarding any term or condition of appointment, reappointment, or employment, 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, sexual orientation, gender identity, 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.
- 9.2 This Article shall not preclude any equity measures agreed to by the Parties or required by law.
- 9.3 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 prohibitive grounds in [Article 9.1](#), or other prohibitive grounds as prescribed by law, shall be considered discrimination.

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
STRIKES AND LOCKOUTS

- 11.1 The University shall not lock out Members, and the Association and its Members shall not strike during the term of this Agreement.
- 11.2 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.
- 11.3 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 her/his personal safety may be jeopardized;
 - (b) The Member has scheduled duties that would be affected by 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 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, 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; or
 - (d) Such refusal will not constitute just cause for discipline pursuant to [Article 18](#).
- 11.4 Any dispute about any aspect of this provision or its application is subject to the grievance procedure pursuant to [Article 17](#).

ARTICLE 12

JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)

- 12.1 The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA).
- 12.2 The JCAA shall be composed of three (3) representatives of the University and three (3) representatives of the Association. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.
- 12.3 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 that 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.
- 12.4 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.
- 12.5 The Parties agree to avoid unnecessary variations in the administration, interpretation and operation of this Agreement and the Agreement between Queen's University and the Queen's Faculty Association covering faculty, librarians and archivists and dated 7 May 2005 to 30 April 2008. To this end, either Party may identify an issue as common to both Agreements and request that the Joint Committees on the Administration of the Agreements meet together to discuss the issue.

ARTICLE 12
JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)

- 12.6 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 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 request of either Party, but 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 13
ACADEMIC FREEDOM

- 13.1 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.
- 13.2 Academic freedom includes the following interacting freedoms: freedom to teach, freedom to research, freedom to publish, freedom of expression, and 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 University, 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.

ARTICLE 13
ACADEMIC FREEDOM

- 13.3 Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge.
- 13.4 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 27](#) and those set out in the Member's letter of appointment.
- 13.5 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.
- 13.6 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 14
INTELLECTUAL PROPERTY

- 14.1 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, and industrial and artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.
- 14.2 Intellectual property created by the Member in her/his capacity as a Sessional Adjunct is owned by the Member. The University has no right to ownership or licence to use intellectual property developed by a Sessional Adjunct as part of his/her employment as a Sessional Adjunct at Queen's.

ARTICLE 15
FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

15.1 **General**

15.1.1 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.

15.2 **Definition**

15.2.1 Fraud and misconduct in academic activity includes, 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 acknowledgment 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 new 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 other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

ARTICLE 15
FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

- (i) Failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public.

- 15.2.2 Nothing in [Article 15.2.1](#) shall be construed to restrict the academic and artistic freedom of creative artists.

- 15.2.3 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.

- 15.3 **Retention of Research and Scholarly Materials**

- 15.3.1 Normally, Members shall retain for five (5) years their research and scholarly materials that are within their personal control.

- 15.3.2 Subject to [Article 15.3.1](#), no Member shall be dismissed for fraud or misconduct in academic research and scholarly activity when the Member cannot reasonably defend herself/himself because the means of proof is no longer available due to the effluxion of time.

- 15.4 **Procedures**

- 15.4.1 All allegations of fraud or misconduct in academic activity shall be in writing, with documented evidence, signed, dated and forwarded to the Principal. The Principal or designate shall investigate the allegations in accordance with the provisions of [Article 18](#).

- 15.4.2 A Member against whom an allegation of fraud or misconduct in academic activity has been made shall be responsible for providing the Principal or designate access only to academic materials that are in the Member's possession, power or control but not to materials that are publically available.

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

ARTICLE 15
FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

- 15.4.4 The University shall have the onus of establishing fraud or misconduct in academic activity. Any finding of fraud or misconduct in academic activity shall require clear, cogent and convincing proof of dishonest intent or reckless disregard for the likelihood to mislead.
- 15.4.5 A statement from the University that a Member was guilty of fraud or misconduct in academic activity, with or without any formal sanctions as provided in [Article 18](#), constitutes discipline.
- 15.4.6 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 Principal will normally inform the agency or publisher concerned.
- 15.4.7 No person consulted by any party concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

15.5 The University's Responsibilities

- 15.5.1 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 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 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 in 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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FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

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

ARTICLE 16 CONFLICT OF INTEREST

16.1 Conflict of Interest

- 16.1.1 For the purposes of [Article 16](#), “immediate family member” includes a spouse, common-law spouse/partner, parent, child, sibling, mother/father-in-law, grandparent, grandchild, foster parent, or ward.
- 16.1.2 An actual or apparent conflict of interest arises when a Member is placed in a situation where his/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, a personal intimate relationship, conflicts, or appears to conflict, with the Member’s responsibility to the University as set out in the Member’s letter of appointment and as defined in [Article 27](#). Members are expected to avoid actual and apparent conflicts of interest.
- 16.1.3 No Member shall knowingly participate in any decision that directly and preferentially benefits the Member, or any individual with whom the Member has an immediate familial, sexual or financial relationship, except in accordance with the provisions of [Article 16.1.4](#).
- 16.1.4 The existence of an actual or apparent conflict of interest does not necessarily preclude the involvement of the Member in the situation where the conflict has arisen or may arise, but it does require that the conflict be formally disclosed in writing by the Member to the Member’s Unit Head before any action or decision is taken.
- 16.1.5 The Member’s Unit Head, following the receipt of the disclosure under [Article 16.1.4](#), and after consultation with the Member and any other appropriate persons, shall determine whether an actual or apparent conflict exists, and determine an appropriate way to deal with the actual or apparent conflict of interest. When the Member’s Unit Head also has an interest in the matter, he/she shall refer the Member’s written disclosure to the person at the next level of authority.
- 16.1.6 The resolution of the matter by the Member’s Unit Head shall be made in writing. Where no resolution of the matter can be made at this level, per [Article 16.1.5](#), the matter shall be referred to the next higher level of authority for decision.

16.2 Relations with Students

- 16.2.1 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 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 16.1.4](#);
- (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 to, and the prior approval of, the Unit Head per [Article 16.1.4](#) and [Article 16.1.5](#). A Member who has an evaluative relationship with a student may accept that 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 to, and prior approval of, the Unit Head per [Article 16.1.4](#) and [Article 16.1.5](#).

16.3 **Contractual and Financial Matters**

16.3.1 Notwithstanding [Article 16.1.4](#), a Member who has any interest, direct or indirect, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and who 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 vote in relation to the matter;
- (c) withdraw from the meeting when the matter is being discussed.

16.3.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the 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 in 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.

ARTICLE 17
GRIEVANCE AND ARBITRATION

17.1 **General**

17.1.1 A grievance is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

17.1.2 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 shall be without prejudice.

17.1.3 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.

17.1.4 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.

17.2 **Types of Grievances**

17.2.1 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;
- (d) **University grievance:** the University grieves against an action of the Association.

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17.3 Informal Grievance Process

17.3.1 Prior to proceeding to a Step 1 Grievance, the grievor(s) may seek informal settlement. If the grievor is a Member, he/she may engage the assistance of the Association to this end.

17.3.2 Attempts at an informal settlement of a grievance shall proceed expeditiously and without prejudice to the formal Step 1 and Step 2 grievance process. If either party to the grievance makes an offer to settle the grievance informally, the other party shall respond within five (5) working days.

17.3.3 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) may seek informal settlement of a grievance with or without the assistance of the Association.

17.3.4 If at any point in the Informal Grievance Process a party to the grievance determines that the informal process has failed, a formal notification of intention to proceed to Step 1 may be filed pursuant to [Article 17.4.1](#).

17.3.5 If the grievance is settled by the Informal Grievance Process all decisions, agreements and resolutions shall, if the Parties agree, be committed to writing. The terms of the settlement shall be lodged in the Offices of the Vice-Principal (Academic) and the Association, and access to it shall be limited.

17.3.6 Any settlement 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.

17.4 Step 1

17.4.1 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, or within ten (10) working days from the failure to reach an informal settlement under [Article 17.3](#), 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. The responding party to the grievance shall notify the grievor(s) of receipt of the Notice of Intention to Grieve withing two (2)

ARTICLE 17
GRIEVANCE AND ARBITRATION

working days. Notwithstanding this provision, with respect to Association or University grievances, either Party may waive the Step 1 meeting by provision of written notice to the other Party in lieu of the Notice of Intention to Grieve.

17.4.2 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.

17.4.3 No more than five (5) working days prior to the Step 1 meeting, all parties to the grievance 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 person.

17.4.4 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 to the grievance concludes that a Step 1 meeting in progress is not contributing to the resolution of the matter, that party may end the meeting, and the outcome of the Step 1 meeting shall 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 the Association by the University within two (2) working days.

17.5 **Step 2**

17.5.1 If Step 1 does not resolve the issue, the Association or the University has twenty (20) working days within which to file with the other party a Notice of Intention to

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GRIEVANCE AND ARBITRATION

Proceed to Step 2. In a case where the Association or the University has waived the Step 1 meeting per [Article 17.4.1](#), 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.

17.5.2 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.

17.5.3 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.

17.5.4 Prior to the appointment of the arbitrator the Parties shall agree upon the expected duration (in days) of the hearing.

17.5.5 The Parties agree that the appointment of the arbitrator shall be conditional upon the arbitrator agreeing that

- (a) the arbitration shall commence within sixty (60) days;
- (b) the expected number of days needed to complete the arbitration shall be scheduled within a mutually agreeable time;
- (c) the Parties intend that the award should be delivered within sixty (60) days of the completion of the evidence, unless the particular complexity of the evidence or issue(s), or other unusual circumstances warrant an extension; and
- (d) no bill shall be rendered by the arbitrator until the final award has been delivered.

17.5.6 The Parties agree to encourage any reasonable steps that will expedite a fair hearing, including

- (a) holding a pre-arbitration hearing chaired by a person agreed upon by the Parties for the purpose of discussing the issues and reviewing proposed lists of witnesses and exhibits to be delivered by both Parties, with a view to narrowing the issues and reducing the number of witnesses by agreement; and

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GRIEVANCE AND ARBITRATION

- (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.

17.6 Powers of the Arbitrator

17.6.1 The arbitrator shall have the following powers:

- (a) To adjudicate all differences between the Parties, including the question of arbitrability of an issue, and the power to determine all questions of fact and law that arise;
- (b) All the powers of an arbitrator as set out in ss. 48 (12) and (13) of the Labour Relations Act, 1995, S.O 1995, c.1 Sched A, 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 to rule on any objection to relevance;
- (e) To admit evidence that would not be admissible in a court of law but only if the arbitrator determines that the evidence is relevant, reliable and its probative value outweighs any prejudice which 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 arbitration, a disputed claim of confidentiality made under [Article 17.4.3](#);
- (h) To grant such interim orders (except for interim reinstatement), including interim relief, as the arbitrator considers appropriate;
- (i) To make such orders or give such directions in proceedings as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and
- (j) Where the arbitrator determines that a Member has been dismissed or disciplined for cause but the Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, to substitute such other penalty that seems just and reasonable in all the circumstances.

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GRIEVANCE AND ARBITRATION

17.7 Costs of the Arbitration

17.7.1 Each Party shall bear the expenses 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, shall be borne equally by the Parties except as follows:

- (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 is found to be frivolous or vexatious, the arbitrator shall have the power to award costs against the Association;
- (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 can be made unless the Parties have been given an opportunity to address the cost issue.

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- 17.7.2 The University shall provide space on campus for the conduct of an arbitration hearing. If a hearing is held off campus at the request of the arbitrator and with the agreement of both Parties, both Parties shall share equally any costs related to the use of off-campus facilities.
- 17.8 **Procedural Defects**
- 17.8.1 The parties to a grievance may agree to extend any time limits specified in [Article 17](#). The arbitrator shall have the power to relieve against non-compliance with any time limit.
- 17.8.2 A request to extend the time limit in [Article 17.5.1](#) for a period of not more than fifteen (15) working days shall not be unreasonably refused.
- 17.8.3 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.
- 17.9 **Mediation**
- 17.9.1 At any point in a grievance process, any party to the grievance may request mediation of the dispute. The other party to the grievance has five (5) working days to indicate its consent to the mediation. Mediation will only proceed if all parties consent. A request for mediation does not, without the mutual consent of the Parties, extend the time available to commence a Step 2 proceeding.
- 17.10 **Grievance Protection**
- 17.10.1 A Member who has exercised his/her right to grieve under [Article 17](#) shall not be subject to retribution.

ARTICLE 18 DISCIPLINE

18.1 General

- 18.1.1 A Member may be disciplined only for just and sufficient cause, and only in accordance with the provisions of this Article.
- 18.1.2 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 upon any relevant prior imposition of discipline.
- 18.1.3 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 of the Association. The Parties agree to consult in order to identify the responsible employees referred to above.
- 18.1.4 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.
- 18.1.5 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.

18.2 Forms of Discipline

- 18.2.1 The only disciplinary measures that may be taken by the University against a Member are the following:
- (a) written warning;
 - (b) reprimand;
 - (c) suspension with pay;
 - (d) suspension without pay; or
 - (e) dismissal

ARTICLE 18 DISCIPLINE

- 18.2.2 Dismissal means the termination of appointment before the end of the Member's contract.
- 18.2.3 The standard for dismissal shall only be gross misconduct, incompetence or persistent neglect of academic duties. Gross misconduct includes a pattern of serious misconduct.
- 18.2.4 Suspension means relieving a Member of all University duties and some or all of the Member's University privileges for cause and without her/his consent.
- 18.2.5 A written warning or reprimand must be specific and must be clearly identified as being a disciplinary measure.
- 18.3 **Investigative Process**
- 18.3.1 The Dean, Vice-Principal or Principal 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.
- 18.3.2 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 conduct of the investigation conforms to [Articles 18.3.1](#) through [18.3.5](#).
- 18.3.3 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.
- 18.3.4 If the alleged facts occurred more than six (6) months before the allegation was received by the Dean, Vice-Principal or Principal, the 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.

ARTICLE 18 DISCIPLINE

- 18.3.5 As soon as practicable after commencing an investigation, the Dean, Vice-Principal or Principal 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/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 Dean, Vice-Principal or Principal 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 that 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 Dean, Vice-Principal or Principal has reasonable grounds to believe that such confidentiality may place a person at risk of harm; and
 - (d) notify the Member of the tentative results of the investigation within five (5) working days of such results becoming known.
- 18.3.6 Notwithstanding [Article 18.3.5 \(a\)](#), the Dean, Vice-Principal or Principal may only withhold information or delay notification, if he/she has reasonable grounds to believe that disclosure will produce a risk of harm to another person or that it will jeopardize the investigation. If on either of these grounds there is any withholding or delay in notification, 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 18.3.5 \(d\)](#) stage at which point all relevant information must be, or have been, disclosed.
- 18.3.7 The notification of [Article 18.3.5 \(d\)](#) 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

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DISCIPLINE**

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

18.4 Imposition of Discipline

18.4.1 Only the Principal, Vice-Principal, Dean, or the Dean on the recommendation of the Unit Head, can issue a written warning or reprimand, or suspend or dismiss a Member.

18.4.2 Disciplinary measures shall take effect immediately, except that if a Member grieves a suspension without pay, the Member shall continue to receive his/her stipend until the grievance is decided or the term of the Member's appointment as a Sessional Adjunct has ended, whichever is the lesser period. In the case of a dismissal based on grounds of incompetence or persistent neglect of academic duties, the Member's stipend 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 stipend until the grievance is decided or until the Member's appointment as a Sessional Adjunct 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 stipend until the grievance is decided or until the Member's appointment as a Sessional Adjunct has ended, whichever is the lesser period.

18.4.3 Notwithstanding the above, the University may suspend a Member will full pay and may relieve a Member of some or all of the Member's duties and/or privileges in accordance with the provisions of [Article 20](#).

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

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

- (a) from the date of the written warning or reprimand, or
- (b) in the event the written warning or 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.

**ARTICLE 18
DISCIPLINE**

18.4.6 Failure of a Member to grieve a written warning or reprimand shall not be deemed an admission of the validity of the warning or 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 warning or reprimand and does not waive any right to grieve any subsequent imposition of discipline for similar cause.

18.4.7 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 his/her stipend, these shall be paid to the grievor with interest accruing from the date the stipend should have been paid at a rate equal to two per cent (2.0%) above the prime rate at the Bank of Montreal as at the date of the arbitrator's decision.

18.5 **Academic Assessments**

18.5.1 Disciplinary processes must be kept distinct from academic assessments. In particular:

- (a) The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment, but the findings which 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 19
HARASSMENT

- 19.1 The Parties consider harassment as described in the University's Harassment/Discrimination Complaint Policy and Procedure (the "Policy") to be a serious offence that violates fundamental human rights, personal dignity and integrity.
- 19.2 Except as hereinafter provided, the Policy applies to all Members. There shall be no amendments to the Policy insofar as it applies to the Members during the term of this Agreement without the consent of the Association.
- 19.3 A Member 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 Member pursuant to the provisions of the Policy.
- 19.4 The Member 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 17](#).
- 19.5 The Member shall, within ten (10) working days of the final disposition of the matter by the Harassment/Discrimination Complaint Board as set out in the Policy, advise the Secretary of the University in writing that the Member wishes to appeal and/or grieve the decision of the Harassment/Discrimination Complaint Board as to responsibility and/or sanction. In the event that a complainant seeks to appeal the decision of the Harassment/Discrimination Complaint Board as to responsibility and/or sanction, the rights of appeal or grievance of the respondent Member shall be held in abeyance pending the conclusion of the complainant's appeal.
- 19.6 Following the disposition of the complainant's appeal, if any, or the filing by the respondent 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 Member shall advise the Secretary of the University whether the Member 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 Member must choose one (1) procedure or the other in totality. It is further understood that no grievance may be processed to arbitration without the consent and support of the Association pursuant to [Article 17](#).
- 19.7 In the event that a grievance is pursued with respect to the issue of responsibility and sanctions, 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

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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.

- 19.8 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.
- 19.9 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.
- 19.10 In the event that a complaint against the Member is upheld following the grievance/arbitration procedure or the appeal procedure of the Policy, and the University takes disciplinary action against the Member, a record of the disciplinary action shall be placed in the Member's Official File. In addition, all documents relating to the complaint shall be kept confidential by the Human Rights Office.
- 19.11 In the event that the complaint against a Member is not upheld, which here shall mean that there is no finding of harassment or other misconduct by the Member, no reference shall be placed or retained in the Member'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 Member. 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.
- 19.12 In all dealings with the University on matters of harassment contrary to human rights, 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.
- 19.13 In the event of a conflict between this Agreement and the Policy, this Agreement shall take precedence.

ARTICLE 20

PUBLIC SAFETY AND SECURITY: EMERGENCY SUSPENSION WITH PAY

- 20.1 Notwithstanding the provisions of [Article 18.2.1](#) and [Article 18.2.4](#), 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.
- 20.2 In such situations, as soon as practicable
- (a) the basis of the University's actions shall be fully disclosed to the Association and the Member affected; and
 - (b) the Association and Member affected shall be given reasonable opportunity to address the basis for such belief outlined in [Article 20.1 \(a\)](#) should they choose to do so and to suggest alternatives to the suspension.
- 20.3 The suspension of the Member under the provisions of [Article 20](#) shall be for a period no longer than reasonably necessary to address the concern of the University.
- 20.4 Notwithstanding the foregoing, the University's actions under [Article 20](#) are grievable under the provisions of [Article 17](#). The University shall, in any such grievance, have the onus of establishing that it has met the conditions set out herein.

ARTICLE 21
HEALTH, SAFETY AND SECURITY

- 21.1 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.
- 21.2 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 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 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 reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access at times other than during regular working hours for Members who have a need for such access;
 - (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 22
EMPLOYMENT EQUITY

- 22.1 In accordance with the Parties' commitment to non-discrimination as contained in [Article 9](#), and to the principles of employment equity, the University and the Association recognize that particular measures are required 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.
- 22.2 Consistent with principles of employment equity, the Parties agree that
- (a) the primary criterion for appointment to positions at the University is academic and professional excellence; and
 - (b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 22.3 Consistent with principles of employment equity, the University is committed to eliminating or modifying those human resource policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the appointment and reappointment, including reappointment at a higher rank, of members of designated groups.
- 22.4 The University shall utilize search procedures that require an active search for qualified members of under-represented groups, including
- (a) postings for Sessional Adjunct positions, which 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."; and
 - (b) other such measures as recommended by either Party or by the University Advisor on Equity, and agreed to by the Parties.
- 22.5 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, the Parties agree that
- (a) when candidates' qualifications are substantially equal and meet the criteria established for the appointment in question, the candidate who is Canadian or a permanent resident of Canada shall be recommended for appointment; and

ARTICLE 22
EMPLOYMENT EQUITY

(b) appointments committees shall take special care not to eliminate potentially strong candidates who are women, visible minorities, aboriginal people or persons with disabilities.

22.6 In units where women, visible minorities, aboriginal persons or persons with disabilities are under-represented (using the diversity of the populations of Canada as a benchmark), a candidate from the most under-represented of these groups (as identified in the most recent Employment Equity Report for Faculty produced by the Office of the University Advisory on Equity) who fulfills the position requirements shall be offered the appointment unless there is a demonstrably superior candidate.

22.7 When there are two or more candidates from the most under-represented group noted in [Article 22.6](#), and one of these candidates who fulfills the position requirements is also from one of the other under-represented groups (as identified in the most recent Employment Equity Report for Faculty produced by the Office of the University Advisory on Equity), that candidate shall be offered an appointment unless there is a demonstrably superior candidate.

22.8 If no candidate from the most under-represented group noted in [Article 22.6](#) is to be offered an appointment under [Article 22.6](#) and [Article 22.7](#), then a candidate from one of the other under-represented groups (as identified in the most recent Employment Equity Report for Faculty produced by the Office of the University Advisory on Equity) who fulfills the position requirements shall be offered the position unless there is a demonstrably superior candidate.

22.9 Persons chosen to serve on appointments committees for Sessional Adjunct positions 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 University Advisor on Equity.

22.10 One (1) member of each such committee shall have explicit responsibility for the committee adhering to the rules and expected practices which assure equity, as well as being responsible for reportage in this area to the JCAA. 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 22.9](#), unless waived by the Parties.

ARTICLE 22
EMPLOYMENT EQUITY

- 22.11 In the evaluation of candidates for appointment or reappointment, including reappointment at a higher rank, the criteria adopted must not systematically discriminate against members of designated groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the designated groups.
- 22.12 Candidates shall not be disadvantaged in appointment or reappointment, including reappointment at a higher rank, by reason of minor career interruptions caused by family responsibilities.
- 22.13 The University Advisor on Equity shall monitor the progress made in the bargaining unit and report her/his findings annually to the Parties. The report of the University Advisor on Equity shall document the progress made in meeting the goals of [Article 22.1](#) and [Article 9](#).

ARTICLE 23
APPOINTMENT OF MEMBERS

23.1 General

23.1.1 Sessional Adjuncts are appointed to instruct and evaluate, individually or jointly, one or more degree-credit courses or course-sections (or parts thereof) as set out in their letter of appointment

- (a) to a limit of fewer than 2.0 full-credit courses (or equivalent) in a May 1 through April 30 period; and
- (b) in accordance with the appointment dates set out in [Article 23.1.2](#).

23.1.2 Except as provided for in [Article 23.1.3](#), Sessional Adjunct appointment dates shall correspond to the academic term or academic session in which the course or course-section (or part thereof) is offered, as follows:

<u>Academic Term</u>	<u>Appointment dates</u>
Spring	May 1* – June 30
Spring-Summer	May 1* – August 31
Summer	July 1 – August 31
Fall	September 1 – December 31
Winter	January 1 – April 30

<u>Academic Session</u>	<u>Appointment dates</u>
Fall-Winter	September 1 – April 30

* In years when the Spring term and Spring-Summer term begin before May 1, the appointment shall begin on the first day of the academic term.

23.1.3 A Sessional Adjunct may be appointed for shorter periods than those outlined in Article [23.1.2](#) when

- (a) the Sessional Adjunct has partial responsibility for a course or course-section; or
- (b) the course or course-section that the Sessional Adjunct is teaching is offered in a condensed format.

23.1.4 Sessional Adjuncts shall be appointed at one of the following ranks:

- (a) Professor Emeritus
- (b) Adjunct Professor

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APPOINTMENT OF MEMBERS

- (c) Adjunct Associate Professor
- (d) Adjunct Assistant Professor
- (e) Adjunct Lecturer

23.1.5 Sessional Adjuncts shall normally be appointed at the rank of:

- (a) Adjunct Lecturer if they have not yet earned a degree that is considered a prerequisite for a tenure-track appointment in the discipline.
- (b) Adjunct 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) Adjunct Associate Professor if they qualify for appointment at the Adjunct Assistant Professor rank and have a continuing record of good teaching, and research and/or creative work, appropriate to the discipline.
- (d) Adjunct Professor if they have a distinguished record in teaching, and research and/or creative work and/or professional experience.

23.1.6 A Sessional Adjunct shall be appointed at the rank of Professor Emeritus only if he/she has had the rank of Professor Emeritus conferred on him/her by Queen's University.

23.1.7 Notwithstanding [Article 23.1.5 \(a\)](#), Sessional Adjuncts 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 Adjunct Assistant Professor.

23.1.8 Sessional Adjunct appointments at the rank of Adjunct Associate Professor or Adjunct Professor for the first time in a Unit must be approved by the Principal.

23.1.9 Members holding an appointment under this Article may apply for an appointment which may lead to tenure, and shall not be prejudiced because of the nature and responsibilities of their current appointment.

23.2 Posting of Available Sessional Adjunct Appointments

23.2.1 A Unit Head shall post a notice of an available Sessional Adjunct Appointment per [Article 23.2.2](#), unless the Unit Head determines that

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APPOINTMENT OF MEMBERS

- (a) a Sessional Adjunct who has a Right of Reappointment per [Article 23.4](#) 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 23.2.5](#).

23.2.2 Subject to [Article 23.2.5](#), notices for available Sessional Adjunct Appointments shall

- (a) be posted on the Unit website on or before March 1 (for Spring, Spring-Summer and Summer Term courses); June 1 (for Fall Term, Winter Term and Fall-Winter Session courses); and October 15 (for those Winter Term courses still unfilled);
- (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 Sessional 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);
 - 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 23.2.3](#) and [Article 23.2.4](#);
 - vi. any requirements for supervision of laboratory/practicum work;
 - vii. the required qualifications;
 - viii. the required application materials, including those specified in [Article 23.3.4](#);

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- ix. the application deadline;
- x. the start and end dates of the appointment; and
- xi. the employment equity statement per [Article 22.4 \(a\)](#).

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

23.2.4 The expected enrolments specified in [Article 23.2.2 \(d\)](#) v shall be provided for information only and may be subject to change.

23.2.5 Exceptions to the posting requirements may be made as follows:

- (a) Notices may be posted after the dates provided in [Article 23.2.2 \(a\)](#)
 - i. if a Sessional 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 [See MOA Aboriginal Teacher Education Program November 2, 2006](#)
 - ii. for available Sessional Adjunct appointments in the Aboriginal Teacher Education Program (ATEP).
- (b) At the discretion of the Unit Head, posting of an available Sessional Adjunct appointment may be waived, or the period of posting shortened, should a Sessional 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.
- (c) At the discretion of the Unit Head, posting of an available Sessional 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 Sessional Adjunct Appointments Committee, a Sessional 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 Sessional Adjunct's original appointment

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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.

23.2.6 The Association shall be notified of all appointments made under [Article 23.2.5](#).

23.3 Appointment Process

23.3.1 Each Unit shall have an advisory committee on the appointments of Sessional Adjuncts. This Committee shall be the Unit Head (or designate), 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 22](#).

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

23.3.3 The Sessional Adjunct Appointments Committee shall make recommendations for appointment to the Dean. On the recommendation of the Sessional Adjunct Appointments Committee, a Member may be reappointed at a higher rank if he/she meets the criteria of [Article 23.1.5](#) or [Article 23.1.6](#).

23.3.4 An applicant for a Sessional 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.

23.3.5 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.

23.3.6 The materials referred to in [Article 23.3.4](#) and [Article 23.3.5](#) shall be provided to the Sessional 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 Sessional Adjunct Appointments Committee.

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- 23.3.7 In reviewing applications, the Sessional Adjunct Appointments Committee and the Dean shall assess applicants 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.
 - (c) The applicant has teaching experience in the available course or similar courses.
- 23.3.8 No offer of appointment shall be made before the application deadline posted per [Article 23.2.2 \(d\) ix](#).
- 23.3.9 No Member shall be denied the opportunity to teach an additional course, or to provide other services which the Member is demonstrably qualified to teach or provide, solely to prevent the Member from becoming a Term Adjunct.
- 23.4 **Reappointment**
- 23.4.1 Sessional Adjuncts may or may not be offered reappointment. No one shall be denied reappointment for reasons that are contrary to this Agreement.
- 23.4.2 A Sessional Adjunct who has taught a full (1.0) course or half (0.5) course at Queen's as a Sessional or Term Adjunct at least two (2) times over a minimum of two (2) academic years shall be offered reappointment to teach that full (1.0) or half (0.5) course in subsequent academic years, provided there is a record of good teaching per [Article 24](#) (Evaluation) and satisfactory performance of assigned duties, based on at least two (2) evaluations per [Article 24](#), unless
- (a) the course or course-section is being assigned to a Tenure-track/Tenured/ member of faculty; Continuing Adjunct; Term Adjunct with a right of renewal; Teaching Fellow who would not otherwise have an opportunity to teach as part of their graduate education;
 - (b) the course or course-section is not being offered;
 - (c) the Sessional Adjunct's Right of Reappointment has expired per [Article 23.4.7](#); or
 - (d) the Sessional Adjunct has lost his/her Right of Reappointment per [Article 23.4.6](#).
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- 23.4.3 In a case where [Article 23.4.2 \(a\)](#) or [Article 23.4.2 \(b\)](#) applies
- (a) the Unit Head shall inform the Sessional Adjunct with the Right of Reappointment in writing of the reason(s) reappointment is not offered, and shall provide him/her with the opportunity to indicate his/her interest in teaching a section of the course should [Article 23.4.2 \(a\)](#) or [Article 23.4.2 \(b\)](#) not apply to a section or sections of a course in a subsequent academic term or academic session;
 - (b) the Sessional Adjunct shall maintain his/her Right of Reappointment, 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 Sessional Adjunct's mailing address, e-mail address, or telephone number; and
 - iii. does not lose his/her Right of Reappointment per [Article 23.4.6](#) or his/her Right of Reappointment does not expire per [Article 23.4.7](#).
- 23.4.4 In the event that more sections of a course are offered than a Sessional Adjunct has a Right of Reappointment to teach, the Sessional Adjunct is not deemed to have a Right of Reappointment to any of the additional section(s) that may be offered, and her/his candidacy for any additional section(s) must be determined through the normal appointments process outlined in [Article 23.3](#).
- 23.4.5 In cases where two or more Sessional Adjuncts have earned a Right of Reappointment but fewer course-sections of the relevant course than applicants are available, the following shall apply:
- (a) The Sessional Adjunct with the longest record of teaching that course as an adjunct at Queen's shall be appointed, provided that she/he has taught the course at Queen's within the past five (5) academic years and has a record of good teaching per [Article 24](#).
 - (b) If two or more Sessional Adjuncts have an equally long record of teaching that course as an adjunct at Queen's, the Sessional Adjunct who has taught the course most recently shall be appointed provided that she/he has a record of good teaching per [Article 24](#).
 - (c) If two or more Sessional Adjuncts have an equally long record of teaching that course as a Sessional adjunct at Queen's, and have taught the course

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equally recently, and both have a record of good teaching per [Article 24](#), the Sessional Adjunct who has a superior record of teaching that course per [Article 24](#) shall be appointed.

- 23.4.6 A Sessional Adjunct shall lose his/her Right of Reappointment if he/she
- (a) has been dismissed for cause or suspended for cause without pay for at least (1) month;
 - (b) does not meet the standard of good teaching and satisfactory performance of assigned duties as measured by an evaluation per [Article 24](#); or
 - (c) has been disciplined at another institution for fraud or misconduct in academic activity (following the conclusion of the grievance process at that institution).
- 23.4.7 A Sessional Adjunct's Right of Reappointment shall expire if:
- (a) the Sessional 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;
 - (b) despite reasonable efforts, the Sessional Adjunct cannot be contacted at the last mailing or e-mail address or telephone number provided in writing to the Unit Head by the Sessional Adjunct; or
 - (c) the Sessional Adjunct has not taught, as either a Sessional Adjunct or a Term Adjunct, the course for which he/she has a Right of Reappointment for five (5) consecutive academic years.
- 23.4.8 A Member with a Right of Reappointment who declines a Sessional Adjunct appointment to teach a course or course-section for which he/she has a Right of 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 his/her scholarship and teaching, or to meet family obligations, shall maintain his/her seniority for purposes of [Article 23.4.5](#), 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

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(c) the period of non-appointment does not exceed twelve (12) consecutive months.

23.4.9 A period of non-appointment per [Article 23.4.8](#) does not count towards the years outlined in [Article 23.4.7 \(c\)](#) that are used to determine expiration of Right of Reappointment.

23.4.10 A Post-Doctoral Fellow shall not accrue a Right of Reappointment for any courses or course-sections which he/she teaches while holding an appointment as a Post-Doctoral Fellow at Queen's University.

23.4.11 For the purposes of this Agreement, prior teaching of a course as specified in [Article 23.4.2](#) shall date from May 1, 2000.

23.5 Letter of Appointment

23.5.1 The letter of appointment shall state the Member's responsibilities for the academic session or academic term (or part thereof) for which he/she is appointed. The letter of appointment 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 23.2.3](#) and [Article 23.2.4](#);
- (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 [Article 28](#).

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23.6 Additional Duties

- 23.6.1 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 Sessional Adjunct. Any such duties shall
- (a) be appropriately compensated according to [Article 29](#); 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.
- 23.6.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.
- 23.6.3 Refusal to assume additional duties such as those described in [Article 23.6.1](#) or [Article 27.4](#) after an original letter of appointment has been issued shall not prejudice a Member's eligibility for reappointment.
- 23.7 The number of hours recorded for Employment Insurance (EI) purposes for Sessional Adjuncts are set out in [Appendix D](#).

ARTICLE 24 EVALUATION

24.1 **General**

24.1.1 A Member's performance of assigned duties shall be assessed at least once in the May 1 through April 30 period during which the Member has or had an appointment as a Sessional Adjunct. The purpose of this assessment is to

- (a) recognize the Member's achievements and to identify areas of development in the Member's teaching; and
- (b) determine the Member's suitability for reappointment per [Article 23.4](#).

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

24.2 **Review Process**

24.2.1 Within one month of the end of the Member's appointment, or last appointment within a May 1 through April 30 period, the Unit Head shall notify the Member that an assessment of his/her performance of assigned duties will be made per the provisions of [Article 24](#). The Member may, but is not required to, submit any materials relevant to her or his academic or professional activity or accomplishments per [Article 24.2.2](#). The notice shall give the Member reasonable time to respond before the assessment is made.

24.2.2 The assessment for each Member shall be based on

- (a) the University Surveys of Student Assessment of Teaching;
- (b) the Member's Appointment Report, which shall be completed on the standardized form in [Appendix E](#). This report is not compulsory, but is strongly encouraged.
- (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;

ARTICLE 24 EVALUATION

- (e) any course survey(s) conducted by the Member per [Article 24.5](#); and
- (f) any other materials the Member may choose to submit that the Member views as relevant to the evaluation.

24.2.3 It is the 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, other materials from the Member, or 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.

24.2.4 In conducting the review, the Unit Head shall refer to [Article 24.3](#) 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.

24.2.5 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.

24.2.6 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.

24.2.7 A copy of the signed assessment shall be

- (a) given to the Member; and
- (b) placed in the Member's Official File.

24.3 **Assessment and Evaluation of Teaching**

24.3.1 A Member's entire teaching contribution for the 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.

24.3.2 In evaluating Members' teaching, Unit Heads shall consider any relevant available information, including but not limited to

- (a) the course size, and whether the course is elective or required, introductory or advanced;

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- (b) the experience of the instructor with the course(s) and the amount of course development required;
- (c) whether new or alternative teaching approaches are being used;
- (d) the facilities available given the requirements of the course;
- (e) the nature of the subject matter;
- (f) the quality and utility of the pedagogical materials prepared by the Member;
- (g) the quality of the supervision of essays and theses (where part of the Member's assigned duties);
- (h) the Member's contributions in the areas of pedagogical development and innovation and the complexity and risk such innovation entails;
- (i) the role of the instructor and the method of delivery; and
- (j) any issues related to [Article 9](#).

24.4 **University Survey of Student Assessment of Teaching (USAT)**

24.4.1 The current University Survey of Student Assessment of Teaching (USAT) shall be used by the University in the assessment of Member's teaching performance until replaced by new or revised procedures as approved by the Parties for use in the assessment of teaching performance by Members of the Faculty, Librarians and Archivists bargaining unit.

24.4.2 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. All questions shall conform to the requirements of [Article 9](#) and [Article 13](#).

24.4.3 The scheduling of the USAT survey shall be determined by the Sessional Adjunct responsible for the course in consultation with the students on a date within the last three (3) weeks of the course and announced at least one (1) class in advance. In courses with multiple instructors, a separate survey shall be done for each instructor responsible for a major block of instruction. 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 survey form shall be distributed and collected and

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returned by someone other than the Member, who shall leave the room during the surveying process. After the survey forms have been completed, they shall be placed in a sealed envelope. This envelope shall not be opened until the final marks for the class have been submitted to the appropriate administrative office.

24.4.4 Quantitative responses to the questionnaires shall be sent to the Member, the Unit Head and the appropriate Dean(s) after the data have been converted into a report and following the submission of final grades. 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. All responses to each question shall be aggregated, and the mean, standard deviation, frequency and number of eligible respondents shall be calculated.

24.4.5 The USAT form shall not be signed by the student. Qualitative responses shall be sent only to the Member, and the University will take the appropriate measures to ensure that only the Member receives such responses.

24.4.6 The University shall provide an explanatory note of the statistical terms used in [Article 24.4.4](#) to individuals charged with assessment and evaluation of a Member's teaching.

24.5 **Member's Course Survey**

24.5.1 In order to improve course design and/or teaching effectiveness, a Member may conduct a written survey in his/her class(es), 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 which prevents confusion with the USAT evaluation.

24.5.2 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's course survey may be submitted by the Member 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.

24.6 **Member's Teaching Dossier**

24.6.1 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:

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- (a) A statement of the 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 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 24.4](#) and the Member's Course Survey per [Article 24.5](#), letters and testimonials; and
- (f) A record of the 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.

24.7 **Evaluation of Non-Teaching Assigned Duties**

24.7.1 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.

24.8 **Exclusion of Individual Evaluative Material in Internal Academic Reviews**

24.8.1 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 requirement so that inappropriate comments are not included in such reports.

24.9 **Grievance**

24.9.1 A Member's failure to grieve the University's assessment of his/her performance shall not be deemed an admission by the Member of the validity of the assessment.

ARTICLE 25 OFFICIAL FILE

25.1 **General**

25.1.1 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. 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.

25.1.2 The Official File shall be kept in the Office of the Dean of the Member's Faculty in non-departmentalized Faculties. In the case of departmentalized Faculties, part of the Official File shall be located in the Office of the Dean and the other part in the Office of the Unit Head. Together these two files in departmentalized Faculties shall constitute the Official File. The Official File shall be clearly marked as "confidential".

25.1.3 Copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes and any copies of documents shall be clearly marked as "confidential." All restrictions specified in [Article 25](#) which apply to the Official File apply equally to all copies of the file.

25.2 **Contents of the Official File**

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

25.2.2 The documents and materials retained shall include, but are not limited to, materials such as the Member's curriculum vitae, university transcripts, letters of application, references, salary and work history, student evaluations, disciplinary letters, assessments, commendatory letters, correspondence, and any reports by Members on their academic or professional activity or accomplishments, copies of materials reflecting professional development and achievement.

25.2.3 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 25.2.4](#).

25.2.4 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 instrument has been approved by the Parties. Notwithstanding [Article 25.2.3](#), numerical data and statistical measures

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OFFICIAL FILE

from the University Surveys of Student Assessment of Teaching (USAT) or any other student surveys/evaluations approved by the Parties shall be placed in the Official File.

25.2.5 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.

25.2.6 Members have the right to have removed from their Official Files material which is false, inaccurate or irrelevant to the purposes for which the Official File is kept.

25.2.7 The Member shall make an application in writing to the Unit Head 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.

25.2.8 Members shall be informed in writing of any additions of evaluative material, excluding routine financial information, USAT evaluations or other student surveys/evaluations approved by the Parties, and routine file maintenance, to their Official Files within thirty (30) working days of such addition. No material shall be deleted from the Official File without the express written permission of the Member.

25.2.9 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
- (d) by law.

25.3 Access to the Official File

25.3.1 A Member has the right to examine the entire contents of his/her Official Files 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 working day. A Member may be required to produce identification before access to his/her Official File is

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granted. A Member shall not remove his/her Official File, or parts thereof from the office(s) where it is held. The Member may be accompanied by a representative of the Association when the Member is reviewing her/his Official File.

25.3.2 A Member may, upon written request, obtain on a cost-recovery basis a copy of any document in his/her Official File of which he/she has a right of examination. For documents that have not been copied to the Member, he/she shall be entitled to one (1) copy at no cost.

25.3.3 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 information or conducting routine file maintenance as provided for in [Article 25.2.8](#). Such record shall be contained in the Official File.

25.3.4 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 copying of documents containing only routine financial or administrative material that are not evaluative and that do not contain confidential personal information are not subject to such recording.

25.3.5 Access to the contents of an Official File for [Article 25.2.9 \(d\)](#) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Vice-Principal (Academic) or someone designated by her/him in writing. The Vice-Principal (Academic) 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.

25.4 Archiving of the Official File

25.4.1 Members' Official Files will be archived following a minimum of three (3) years of continuous non-appointment at the University.

ARTICLE 26 LEAVES

26.1 Bereavement and Compassionate Leave

26.1.1 In the event of a death in a Member's immediate family, the Member shall be entitled to relief from all duties for up to one (1) week following the death as Bereavement Leave With Pay. For purposes of this Article "immediate family" is defined as spouse, common-law spouse/partner, child, sibling, parent, mother/father-in-law, grandparent, grandchild, foster parent, ward or any other individual close to the employee.

26.1.2 In the event of a serious illness or injury in a Member's immediate family, the Member shall be entitled to relief from all duties for up to one week as Compassionate Leave With Pay. For purposes of this Article "immediate family" is defined as spouse, common-law spouse/partner, child, sibling, parent, mother/father-in-law, grandparent, grandchild, foster parent, ward or any other individual close to the employee.

26.1.3 Additional Bereavement Leave With or Without Pay or Compassionate Leave With or Without Pay may be granted by the Unit Head.

26.2 Sick Leave

26.2.1 Members who are unable to carry out their assigned duties because of illness or accident are entitled to Sick Leave With Pay for up to six (6) months or until the end of their appointment, whichever first occurs.

26.2.2 If a medical certificate is required to establish the state of the Member's health, the Vice-Principal (Human Resources) shall request that the Member provide a certificate dealing with the Member's ability to perform her/his responsibilities. If the Vice-Principal (Human Resources) has reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member.

26.3 Child Care Leave

26.3.1 A Member who gives birth or is the biological or adoptive parent of an infant child is entitled to leave for any period prescribed by law.

26.4 Court and Related Leave

26.4.1 Upon application to the Member's Unit Head, a Member shall be granted a Leave of Absence With Pay when the Member:

ARTICLE 26
LEAVES

- (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.

26.5 Member's Status while on Leave

26.5.1 A Member shall continue to have the status of a Sessional Adjunct while on leave under this Article.

ARTICLE 27
ACADEMIC RESPONSIBILITIES

- 27.1 Members shall carry out their assigned duties in a professional manner.
- 27.2 Examples of obligations in instruction and evaluation include
- (a) performing assigned instruction, course design and evaluation duties;
 - (b) maintaining a positive learning environment in which the expression of differing points of view is encouraged;
 - (c) making good use of teaching time, through effective preparation, organization and use of materials, techniques and activities;
 - (d) being fair in relations with students and in grading of student assignments or in the assessment of research by students, including making evaluation criteria known;
 - (e) being reasonably accessible to students for consultations outside of classes; and
 - (f) ensuring that students' final examinations are made available for retention.
- 27.3 Members shall not be required to collect fees of any kind from students.
- 27.4 Members' participation in the collegial bodies of the University shall be voluntary and such service shall not be part of a Member's academic responsibilities. Members may attend plenary meetings of the Unit in which they teach. Voting privileges for Sessional Adjuncts are established at the Unit level. Should a Member, 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 Member's eligibility for reappointment.

ARTICLE 28
WORKING CONDITIONS

28.1 Workplace

28.1.1 Within the framework of institutional resources, the University shall provide adequate facilities and support to enable Members to fulfil their academic responsibilities as set out in [Article 27](#) and in their letter of appointment. The support identified in this Article is the minimum required. Units may supply additional support to enable Members to fulfil their academic responsibilities.

28.1.2 While it is recognized that it may not always be possible to provide Members with private offices and telephones, every reasonable effort shall be made to provide such facilities, including 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.

28.2 Access to Services

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

28.2.2 Members shall be entitled to free access at an on-campus location with appropriate equipment to the University's computer system which will permit access to e-mail, QCAT, Web CT, and Internet services. The location may be in a private or shared space but shall allow for confidential communication.

28.2.3 It is recognized that Members need to send and receive mail at their Unit addresses. Postage for materials relating to Members' assigned academic responsibilities shall be provided by the University, while duplication and office supplies for these purposes shall be provided by the Unit. As well, the Unit shall provide any resources agreed to in advance by the Unit Head and set out in the Member's letter of appointment.

28.2.4 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.

ARTICLE 28 WORKING CONDITIONS

- 28.2.5 The University's on-line directory shall include all Members for the duration of their appointment as set out in their letter of appointment.
- 28.2.6 Any Member who is required to travel away from the main or west campus for University teaching 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/fins/policies/travel_sub.html, unless such reimbursement is covered under [Article 28.2.7](#).
- 28.2.7 Members who 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 F](#), incurred because of their travel to the stated location of the course to complete their duties for the University.
- 28.3 **Teaching Support** ([See MOA November 22, 2006 - Laptop Lending](#))
- 28.3.1 The Parties recognize that Members may incur expenses related to the duties identified in their letter of appointment. Members may claim reimbursement for such expenses one time per academic term, at a time of their choosing, by submission of bona fide receipts to the Unit Head. The University shall reimburse Members for such expenses to the following annual maxima per 0.5-credit course or equivalent:
- (a) one hundred and seventy-five dollars (\$175.00) for 2006-07.
 - (b) one hundred and eighty-seven dollars and fifty cents (\$187.50) for 2007-08.
- 28.3.2 The amounts set out in [Article 28.3.1](#) shall be pro-rated for partial course responsibility.
- 28.3.3 As soon as practicable and no later than September 1, 2006, the University shall make available free-of-charge a pool of forty-five (45) laptop computers for use by Sessional Adjuncts who need such support to assist them in their assigned teaching duties. The JCAA shall determine the terms and conditions of this laptop lending program and monitor its administration. The computers shall remain the property of the University and shall be returned in good working order.
- 28.3.4 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.

ARTICLE 28
WORKING CONDITIONS

- 28.3.5 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 a Member concerning the scheduling of the Member's teaching.
- 28.3.6 A fund of fifty-five thousand dollars (\$55,000.00) per annum, to be known as the "Fund for Scholarly and Professional Development (Sessional Adjuncts)" shall be established. The Fund will provide support in the form of a grant (provided through a research/professional development account) for research, scholarship, creative work and/or professional development undertaken by eligible Members for the purpose of enhancing the Member's teaching. Members shall be eligible to apply for support from the Fund. The Fund shall be disbursed by a joint University-QUFA committee on the basis of submission of a proposal from the Member, outlining the Member's plan for research, scholarship, creative work and/or professional development. Competitions shall be held three times per academic year, with proposals submitted by mid-June, mid-October and mid-February. The maximum annual award to a Member shall be two thousand five hundred dollars (\$2,500). Unspent money in the Fund in any fiscal year shall carry-forward in the Fund for disbursement in the subsequent fiscal year.
- 28.3.7 Post-Doctoral Fellows are not eligible to apply to the Fund set out in [Article 28.3.6](#) while teaching as part of an appointment as a Post-Doctoral Fellow at Queen's University.

**ARTICLE 29
COMPENSATION AND BENEFITS**

29.1 General

29.1.1 Except as noted in the relevant Appendix, [Article 29](#) does not apply to practicum courses set out in [Appendix G](#), applied music courses set out in [Appendix H](#), and Correspondence and Distance Studies (CDS) correspondence courses set out in [Appendix I](#).

29.2 Course Stipend Rates

29.2.1 The Base Stipends per 0.5-credit course equivalent for Sessional Adjuncts shall be as follows:

Table A (Base Stipends):

Year (May 1 - April 30)	2006-07	2007-08 (3.05% scale)
Base 0.5-credit Stipend	\$6,172.00	\$6,360.00

29.2.2 For the duration of this agreement, the Base Stipends set out in [Article 29.2.1](#) ([Table A](#)) shall be supplemented, where applicable, by:

- (a) a years-of-teaching-experience credit, as set out in [Article 29.3.1](#)
- (b) a large-enrolment credit, as set out in [Article 29.3.2](#)
- (c) salary in lieu of benefits, as set out in [Article 29.3.3](#)

29.2.3 The addition of the applicable supplements to the Base Stipend results in the following Minimum Stipends per 0.5-credit course equivalent for Sessional Adjuncts:

Table B (Minimum Stipends where there is no enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and salary in lieu of benefits only (no enrolment supplement)		
Years of Experience	2006-07	2007-08
0	\$6,542	\$6,742
1	\$6,640	\$6,843
2	\$6,739	\$6,944
3	\$6,837	\$7,045
4 or more	\$6,837	\$7,146

**ARTICLE 29
COMPENSATION AND BENEFITS**

Table C (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends including supplements for years of teaching experience, salary in lieu of benefits and classes with an enrolment of 100 or more students		
Years of Experience	2006-07	2007-08
0	\$7,360	\$7,585
1	\$7,458	\$7,686
2	\$7,556	\$7,787
3	\$7,655	\$7,888
4 or more	\$7,655	\$7,989

- 29.2.4 Units may pay stipends that are greater than the Minimum Stipends set out in [Article 29.2.3](#) ([Table B](#) or [Table C](#)). These stipends are deemed to include compensation for experience, course-section enrolment and salary in lieu of benefits and as such are not subject to the supplements set out in [Article 29.3](#). In no case shall a Member's stipend be less than the sum of the Base Stipend set out in [Article 29.2.1](#) ([Table A](#)) plus any applicable supplements set out in [Article 29.3](#).
- 29.2.5 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, 2003 to April 30, 2006 period, shall receive the greater of their previous stipend or the stipend calculated according to [Article 29](#).
- 29.2.6 All stipends, whether at the minimum level or higher, and including the supplements set out in [Article 29.3](#), shall be pro-rated to
- (a) the course credit-weight equivalent; and
 - (b) the Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to 100%.
- 29.2.7 All stipends, whether at the minimum level or higher, and including the supplements set out in [Article 29.3](#) are deemed to include
- (a) vacation pay of 4%; and
 - (b) an allowance for course-related administrative duties.

**ARTICLE 29
COMPENSATION AND BENEFITS**

29.3 Supplements to the Base Stipends

29.3.1 For the duration of this Agreement, the Base Stipends set out in [Article 29.2.1 \(Table A\)](#) shall be supplemented, where applicable, by 1.5% of the Base Stipend for each year (to a maximum credit of four (4) years) that the Member has taught at Queen's. 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 Sessional Adjunct accumulated the teaching experience.

29.3.2 For the duration of this Agreement, the Base Stipends set out in [Article 29.2.1 \(Table A\)](#) shall be supplemented, where applicable, by 12.5% in cases where the Member's assigned course or course-section has an enrolment of 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.

29.3.3 For the duration of this Agreement, the Base Stipends set out in [Article 29.2.1 \(Table A\)](#) plus any applicable supplements set out in [Article 29.3.1](#) and [Article 29.3.2](#) shall be supplemented by 6.0% for salary in lieu of benefits.

29.3.4 The Minimum Stipends per 0.5 credit course or equivalent that result from the addition of the supplements set out in [Article 29.3.1](#) through [29.3.3](#) to the Base Stipends set out in [Article 29.2.1 \(Table A\)](#) are shown in Article 29.2.3 ([Table B](#) and [Table C](#)).

29.4 Course Cancellation

29.4.1 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 dollars (\$1,000.00) for one hundred percent (100%) responsibility for a 0.5 academic credit course (or equivalent), pro-rated to the course academic credit (e.g., two thousand dollars (\$2,000.00) for one hundred percent (100%) of a 1.0 academic credit course (or equivalent)), and pro-rated to the Member's percentage responsibility for the course.

29.5 Additional Duties

29.5.1 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 Sessional Adjunct. Any such duties shall

ARTICLE 29
COMPENSATION AND BENEFITS

- (a) be appropriately compensated according to [Article 29](#) and [Appendix J](#); 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.

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

29.6 **Other Employment at the University**

29.6.1 Sessional 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 Sessional Adjunct stipend for the same teaching load.

29.7 **Child Care Benefit**

29.7.1 Members with dependent children under the age of six (6) years shall be eligible for reimbursement of childcare costs as follows:

- (a) Members must provide receipts by February 1 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 Child Care Expense Deduction.
- (c) Reimbursement will be made for any day that child care expenses are incurred between the date that the Member accepts the appointment as a Sessional Adjunct and the end of the Member's appointment as a Sessional Adjunct.
- (d) If both parents are eligible for a child care benefit at Queen's University, only one may claim a benefit for any one child under any one child care benefit plan.
- (e) The maximum reimbursement will be two thousand dollars (\$2,000.00) per child annually, based on a calendar year. There are no carryover provisions if the full two thousand dollars (\$2000.00) is not used in any given year.
- (f) Eligible dependent children are natural, step, common-law, or adopted children or wards under the age of six (6) years.

ARTICLE 29
COMPENSATION AND BENEFITS

29.7.2 The University shall establish an annual fund of thirty thousand dollars (\$30,000.00) to cover the child care claims provided by [Article 29.7.1](#). Should the eligible claims exceed the total amount available per year then the amount per eligible claim shall be pro-rated. The participation rate, reimbursement levels, fund balance and administration of the plan shall be reported each year to the JCAA. Any surplus in the plan at the end of each calendar year shall carry forward to the subsequent year or transferred to the Fund for Scholarly and Professional Development (Sessional Adjuncts) at the discretion of the JCAA.

ARTICLE 30
DURATION

- 30.1 This Agreement shall be in force as soon as it is ratified by both Parties and shall remain in force until April 30, 2008. Except for some of the compensation provisions for 2006-07, which shall have effect retroactive to May 1, 2006, no provision of this Agreement shall be retroactive, except where a separate agreement exists.

**APPENDIX A
EXCERPT FROM THE STATEMENT ON ADJUNCT ACADEMIC
STAFF AND ACADEMIC ASSISTANTS (LAST REVISED JUNE 23, 1994)**

Approved October 19, 1984.

Revised January 24, 1991; December 17, 1992; and June 23, 1994.

Students registered at Queen's University are not subject to these regulations, but will be governed by the policy of the School of Graduate Studies & Research on Teaching Assistants.

Preamble

Queen's University employs many people who contribute to the academic activities of the University, but who do not hold an appointment under the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination. The background, qualifications and responsibilities of these people are exceedingly diverse, ranging from those who assist in marking assignments to those who have been responsible for teaching courses for many years. University policies divide the appointments held by these people into the following categories:

- a. adjunct academic staff, Group I,
- b. adjunct academic staff, Group II,
- c. continuing adjunct academic staff, Group III,
- d. academic assistants.

In this document, the mechanisms of appointment of adjunct academic staff members and academic assistants are set out. In addition, the rights and entitlements of members of the adjunct academic staff and academic assistants are specified.

I. Definitions

1. A "member of the adjunct academic staff" means a person engaged to perform a prescribed and limited range of academic duties, principally teaching and principally part-time, which may include the responsibility to organize, plan and conduct courses independently or with only slight guidance from members of the regular academic staff.

The category of adjunct academic staff is in itself diverse and includes three major groups:

APPENDIX A
EXCERPT FROM THE STATEMENT ON ADJUNCT ACADEMIC
STAFF AND ACADEMIC ASSISTANTS (LAST REVISED JUNE 23, 1994)

- (a) Group I appointees. Persons, usually members of professions, who give their services to the University for some or no return; persons who normally teach fewer than the equivalent of two full courses per year for remuneration;
 - (b) Group II appointees. Persons who have served fewer than five years and who normally teach the equivalent of two or more full courses per year, or whose remuneration for teaching duties and related activities is more than 50% of the floor salary for a regular assistant professor; it also includes those whose teaching and related academic activities at the University comprise an annual workload equivalent to either of the groups noted immediately above.
 - (c) Group III appointees. Persons who have served five years or longer as Group II appointees, excluding one or more years of approved leave. The transition from Group II to Group III is set out in Part III (A) 3. and 4., below. An appointee hired after retiring from an appointment as a member of the regular academic staff at Queen's University is not normally eligible to become a Group III appointee.
2. An "academic 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 assistants will normally work under the direct supervision of a member of the academic staff.
3. A "member of the regular academic staff" means a person who holds an appointment under the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff (October 1979; Queen's Gazette, Supplement to Volume XI, Number 46, 20 November 1979).

[The entire policy can be found at
<http://www.queensu.ca/secretariat/senate/policies/adjunct/index.html>]

APPENDIX B
NOTICE OF INTENTION TO GRIEVE PURSUANT TO [ARTICLE 17.4.1](#)

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 the end of a set of circumstances which you are grieving. Please append any materials you consider necessary).

Signature of Member

Date

APPENDIX C
LIST OF ARBITRATORS PURSUANT TO ARTICLE 17.5.3

**LIST OF EIGHT (8) ARBITRATORS
PURSUANT TO [ARTICLE 17.5.3](#)
OF THE GRIEVANCE AND ARBITRATION ARTICLE**

1. Kevin Burkett
2. Innis Christie
3. William Kaplan
4. Paula Knopf
5. Howard Snow
6. Susan Stewart
7. Ken Swan
8. Kevin Whittaker

APPENDIX D
EMPLOYMENT INSURANCE (EI) HOURS FOR PURPOSES OF [ARTICLE 23.7](#)

1.1 The number of hours that shall normally be reported on the Sessional 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.

1.2 If a Sessional 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 Sessional Adjunct delivered the course.

Upon receiving the claim, the Unit Head shall determine what is a reasonable number of hours of insurable employment for the Sessional Adjunct and shall communicate the decision to the Human Resources department, which shall reflect the Unit Head's determination on the Sessional Adjunct's Record of Employment.

1.3 The number of hours reported on Members' Records of Employment is to be used for Employment Insurance (EI) eligibility purposes only.

**APPENDIX E
APPOINTMENT REPORT FORM**

SESSIONAL ADJUNCT APPOINTMENT REPORT

DEPARTMENT/FACULTY:

NAME:

RANK:

PERIOD UNDER REVIEW:

This form conforms to [Article 24](#) of the Collective Agreement between Queen's University and Queen's University Faculty Association for Sessional Adjuncts. 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 Preparation/Remarks</u>
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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 F COMMUTING ADJUNCT TRAVEL EXPENSE POLICY

1. Sessional adjuncts who reside more than seventy-five (75) kilometres from the stated location of the course that they are appointed to teach shall be eligible for reimbursement for bona fide travelling 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:

For Sessional Adjuncts who reside more than one hundred (100) kilometres from the stated location of the course that they are appointed to teach: bed and breakfast; forty dollars (\$40.00) per night (receipts not required) or one hundred (\$100.00) per night (receipts required).
3. Parking fees on or off campus are the Sessional Adjunct's responsibility.
4. Where a Sessional 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.
6. Documentation: Any single expenditure of less than ten dollars (\$10.00) 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 G
PRACTICA COURSES**

See MOA dated May 31, 2006 re: [Practica Courses in Nursing and Rehabilitation Therapy](#)

Base Stipends for certain practica courses are set out as follows:

TABLE A: Base Stipends

Course	2006-07	2007-08 (3.05% scale)
PRAC 19X	\$3,941	\$4,061
PHED 107, PHED 207, LAW 325	\$3,086	\$3,180

Table B: Minimum Stipends for PRAC-19X (per enrolment of approximately 18 students)

Years of Experience	2006-07	2007-08
0	\$4,177	\$4,305
1	\$4,240	\$4,369
2	\$4,303	\$4,434
3	\$4,365	\$4,499
4	\$4,365	\$4,563

Table C: Minimum Stipends for PHED 107, PHED 207, LAW 325 (where there is no enrolment supplement)

Years of Experience	2006-07	2007-08
0	\$3,271	\$3,371
1	\$3,320	\$3,421
2	\$3,369	\$3,472
3	\$3,418	\$3,523
4	\$3,418	\$3,573

**APPENDIX G
PRACTICA COURSES**

Table D: Minimum Stipends for PHED 107, PHED 207, LAW 325 (where there is an enrolment supplement)

Years of Experience	2006-07	2007-08
0	\$3,680	\$3,792
1	\$3,729	\$3,843
2	\$3,778	\$3,893
3	\$3,827	\$3,944
4	\$3,827	\$3,995

Notes:

1. Sessional Adjuncts paid under this Appendix shall be paid the appropriate Minimum Stipend set out in Table [B](#), [C](#) or [D](#) above, unless [Article 29.2.4](#) or [Article 29.2.5](#) apply.
2. PRAC 19X courses are not eligible for the supplement for large classes (>= 100 students) that is set out in [Article 29.3](#).
3. The Minimum Stipends in Table B and C include supplements for
 - (a) salary in lieu of benefits per [Article 29.3.3](#); and
 - (b) years of teaching experience per [Article 29.3.1](#).
4. The Minimum Stipends in [Table D](#) are deemed to include supplements for
 - (a) salary in lieu of benefits per [Article 29.3.3](#);
 - (b) years of teaching experience per [Article 29.3.1](#); and
 - (c) large classes (100 or more students) per [Article 29.3.2](#).
5. Unless expressly modified by this Appendix, all other aspects of [Article 29](#) shall apply.

APPENDIX H
APPLIED MUSIC

1. The Parties agree to establish a side-table (two members each) to determine applied music teaching equivalencies and compensation rates for Sessional Adjuncts in applied music.
2. The side-table shall report by December 1, 2006. Rates will be retroactive to May 1, 2006 and be in effect for fiscal years 2006-07 and 2007-08.

**APPENDIX I
CORRESPONDENCE AND DISTANCE STUDIES (CDS) CORRESPONDENCE COURSES**

Base Stipends for Continuing and Distance Studies courses (correspondence courses only) shall be as set out in [Table A](#):

Table A

appointment for:	2006-07	2007-08 (scale: 3.05%)
course development and delivery	\$10,172	\$10,482
major revision and course delivery	\$8,172	\$ 8,421
course delivery	\$6,172	\$ 6,360

Notes to Table A:

1. In all cases “course delivery” includes responsibility for marking (to the Unit norms) (see 28.3.4) 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 Sessional Adjuncts paid at the Base Stipend shown in [Table A](#):
 - (a) pay in lieu of benefits shall be calculated on the same basis as for intramural courses per [Article 29.3.3](#);
 - (b) the supplement for teaching experience shall be calculated on the same basis as for intramural courses per [Article 29.3.1](#); and
 - (c) the supplement for large classes (100 or more students) shall be calculated on the same basis as for intramural courses per [Article 29.3.2](#).
3. All other aspects of [Article 29](#) shall apply.

APPENDIX J
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO [ARTICLE 23](#)

- 1.1 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 Sessional Adjunct. Any such duties shall
- (a) be appropriately compensated according to [Article 23.6](#) and [Table A](#), following; 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.
- 1.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

1.3 **Table A**

	Duty	Compensation	As of May 1, 2007 (add 3.05%)
1.	PhD Comprehensive Examination	\$103.00	\$106.00
2.	Graduate Supervision		
	a. Member of a committee reviewing a thesis proposal, MA/MSc or PhD	\$103.00	\$106.00
	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	\$515.00	\$531.00
	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	\$250.00	\$258.00
	b. A PhD thesis	\$500.00	\$515.00
4.	Undergraduate Supervision		
	a. Undergraduate Honours thesis	\$515.00	\$531.00
5.	Directed Reading Course (per 0.5-credit course equivalent)	\$515.00	\$531.00
6.	Other Duties	\$40.00/hr	\$41.22/hr

APPENDIX J
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO [ARTICLE 23](#)

1.4 The rates set out in [Table A](#), above, shall be applied as follows:

- (a) A Member will receive payment pursuant to [Table A](#) only if the additional duty is taken on while he/she has an appointment as a Sessional 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 Sessional 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 Sessional Adjunct appointment.
 - iii. For reading and examining a graduate thesis, the rates are to 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 Sessional 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.

1.5 The rates outlined in [Table A](#) include 4% vacation pay.

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