SUMMARY OF CHANGES TO THE QUEEN’S-QUFA COLLECTIVE AGREEMENT

Below you will find an article-by-article summary of the changes in the tentative Collective Agreement between QUFA and Queen’s University. The headnotes are intended to give a sense of the major changes provided for in the tentative agreement and some of the bargaining context for these changes.

HEADNOTES

1. Compensation
The agreement will run for four years (2015-2019) with an “across-the-board” (ATB) increase of 1%, 1.25%, 1.5% and 1.75%. This increase applies to all teaching stipends as well as professional expense reimbursements. QUFA’s position is that the function of ATB increases at this juncture is to protect the value of salaries against inflation. The difficulty of predicting inflation is one of several reasons why QUFA was of the view that a four-year agreement is too long, but the University was adamant that it wanted four years and conceding that point was the only way QUFA could obtain a scale increase that is merely lean as opposed to derisible. Unlike in the 2011 round, the University did not attack the salary model, so all other elements of compensation will remain as before. QUFA’s proposals for benefit improvements met a stone wall of resistance, born in part out of the University’s uncertainty about what the actual cost of improvements would be. Thus, we instead negotiated a process including a complete plan review, with the purpose of improving benefits without increasing cost, that will lead to the whole benefit plan being publicly tendered. See Article 42 (p.13) below for a more detailed account of compensation changes.

2. Pension
A Memorandum of Agreement (MOA) that establishes a process for considering and recommending a preferred pension option to QUFA Members forms part of this Agreement. If a merger with a JSPP is that option, the MOA provides that it will be accomplished through collective bargaining. The same MOA forms part of the recent agreements negotiated between the University and the USW and CUPE bargaining units. The MOA reflects the participation of QUFA, those unions and the Queen’s administration in the development of the University Pension Project in the hope that this new Jointly Sponsored Pension Plan (JSPP) will preserve the value of pension benefits while releasing the University from the obligation to make solvency payments.

3. Merit
Merit will now be awarded on a two-year cycle, so that a single merit score will determine Members’ merit increments for two years running. Annual assessment will become biennial for Members with tenured or continuing appointments, while for tenure-track and other initial appointees, evaluation will happen annually but merit will be assigned biennially. Please see p.8 under Article 28 for details. QUFA proposed this change to lighten the workload of Heads; the University agreed with alacrity because it
also lightens the workload of administrators. It is intended to be neutral with respect both to cost to the university and to place of merit within compensation. In fact, this simple idea is likely to prove somewhat complex to implement. QUFA and the University discussed various ways to approach the task and settled on the imposition of two-year cycle for everyone as the simplest approach. However, QUFA acknowledges that there are different merit cultures across the University and that some use the frequency of assessment in order to achieve a wider distribution of recognition. A longer merit cycle may tend to concentrate merit, for instance allowing for fewer 12s in order to support the expansion of the 15 given in recognition of a rare achievement from a one-year to a two-year award. The new system will require adjustment. The trade-off is that current problems with merit will persist and some may feel more acute, but all of us will have to deal with it less often.

4. Online Teaching
Going into this round of negotiations, our Members expressed considerable concern about the new role that online teaching was playing in the University and the way in which the development and teaching of online courses was being handled by the University. QUFA was also concerned that the University was, in effect, using the provisions of Article 16 (Intellectual Property) to negotiate new terms and conditions of employment directly with individual Members. This problem has been solved. In the proposed Agreement there is a new section, Appendix S (see p.17 below), which establishes the terms and conditions under which the University may contract with Members to develop or revise online courses. There are also templates to be followed for the individual contracts for course development and course revision. We are aware that the University has also been contracting with Members to develop blended courses under terms similar to those that have obtained with online courses. There are no provisions in Appendix S for blended courses because the University stated at the bargaining table that the experiment with blending courses is finished because all courses that were “blendable,” have been blended. Should Members find this is not true they should contact QUFA.

5. Teaching Focused Appointments
At the beginning of this round of bargaining, the University notified QUFA of its intention to make “Teaching Focused” appointments. In the 2011 round of bargaining, you will recall, the University proposed a new category of appointment that would be “Teaching Only.” Now, in creating “teaching focused” appointments, the University proposes to use the fact that the Collective Agreement specifies a “full range” of duties for tenure track appointments, but not their exact distribution, in order to accomplish teaching intensive appointments without having to create a new appointment type. QUFA declined to respond by negotiating language specifying a 40%/40%/20% distribution of duties because to do so would have handed the University a tool for punishing Members whose degree of engagement in the three areas of responsibility varies over their careers. As well, some of our Members made the case for the usefulness of teaching intensive appointments in certain disciplines. For these reasons,
Members will find that there is no new appointment type specified in this Agreement, nor is there new language that defends against "teaching focused" appointments by specifying a specific breakdown of academic responsibilities for full-responsibility appointments. Nevertheless, the University may propose such appointments to Units during this Agreement. But it remains the case that a full responsibility appointment must be designed so that the Member can actually execute all responsibilities, and Article 37 (Workload) provides for units having a normal teaching load. QUFA will grieve appointments that violate these provisions.

6. Adjuncts
There are now processes for the expansion of the list of courses to which a Term Adjunct has a general right of reappointment, and for increasing a Continuing Adjunct's FTE where that adjunct repeatedly teaches courses on overload. In addition, Continuing Adjuncts can now receive promotion, including promotion to Professor on the basis of extraordinary contributions to teaching (or research, but it is teaching that will matter in practice). QUFA argued that in view of the University's intention to make teaching-focused tenure stream appointments in which career advancement would depend on teaching achievement, it could hardly deny adjuncts promotion on the basis of extraordinary contributions to teaching.

7. Working Conditions and General Comments
In this round of bargaining the University took a less aggressive approach than it did in 2011, allowing for more constructive bargaining. In several key areas the Parties could recognize each other's interests and find mutually acceptable ways of accommodating them. Appendix S, dealing with online teaching, and the change to merit are both cases in point. However, there were also areas in which QUFA encountered a dispiriting refusal on the part of the University administration to recognize our Members' legitimate concerns. As we went into bargaining, our Members indicated concern with two overlapping matters: their deteriorating working conditions and a more general erosion of their authority with respect to the academic mission. This situation is manifest in a lack of appropriate support for teaching and research, the encroachment of Instructional Designers on pedagogical decisions proper to faculty in the context of online teaching, and a lack of recognition of and adequate support for the research dimension of librarianship, among other concerns. QUFA sought to address these matters through proposed language that would prohibit contracting out of academic work, clarify the core functions of faculty and librarians, specify the types of support that faculty and librarians had to receive in order to fulfill their responsibilities and indemnify Members if they violated statutory obligations such as those under the Freedom of Information and Protection of Privacy Act as a result of the University's failure to provide appropriate support. We achieved some of these things, especially the recognition of core functions of faculty and greater role clarity around online teaching. There is also a new task force charged with examining support for teaching and research. (See LoA re: Facilities and Support below on p.12). However, the University refused to update Article 36 (Working Conditions) to recognize any
obligations to provide technical support, appropriate levels of marking assistance or research services. We also did not achieve hard language that the academic work of the university had to be performed by either QUFA members or by non-bargaining unit members already recognized in the Collective Agreement such as Deans, graduate students or post-docs, although the University assured us at the table that it had no plans to engage in contracting out (i.e. the superseding of our work through obtaining goods or services from external entities.) Please contact QUFA if you become aware of practices that violate this statement.

SUMMARY OF CHANGES BY ARTICLE

Where an Article is not mentioned it is because either the article was not opened or it was closed without the Parties agreeing to changes. For your reference, the 2011-15 collective agreement can be found here: http://www.queensu.ca/provost/faculty/facultyrelations/qufa/collectiveagreement.htm

Throughout the Agreement:
- Deletion of University Archivist as equivalent or alternative to University Librarian.
- Deletion of University Archivist when referencing Unit Heads.

Article 2 - Definitions:
- Deletion of “School of Graduate Studies and Research” as a Faculty.
- New definition: “LGBTQ persons: Persons whose sexual orientation is other than heterosexual and/or whose gender identity or presentation is at variance with the sex assigned to them at birth.”
- Deletion of “Renewable Adjunct Appointment” because the appointment type no longer exists.

Article 3 – Association Dues
- Minimum time for QUFA to inform the University prior to changes to dues taking effect is extended to 8 weeks from 4 weeks.

Article 4 – Copies of the Agreement
- University to provide QUFA with 50 printed copies (formerly 75 copies).

Article 6 – Correspondence and Information
- Minor changes.

Article 7 – Association Rights
- Units of release time to be indexed to ATB.

Article 9 – Non-discrimination and Accommodation
- Addition of a reference to the applicability of the Human Rights Code to the University’s employment relationship with QUFA members.
- Addition of specific language, “...cases of physical or mental disability...” as the trigger for the duty to accommodate in merit and tenure, promotion or continuing personnel processes and clarification of language with respect to accommodation in the context of those processes.

**Article 15 – Academic Responsibilities**
- Clarification of language with respect to service, so that there are two types, “administrative” and “professional”. “Professional service” includes service to the community. Members are now required to report such professional service in Members’ Annual/Biennial Reports, and such service must be treated in the same manner as administrative service responsibilities.

**Article 16 – Intellectual Property**
- New definition of a “Contributor” as “any person, institution, or entity which has or may have made a material contribution to an Invention”, as distinct from a “co-Inventor”.
- Language changes required to acknowledge that PARTEQ is a separate entity from Queen’s University, and thus is not party to the Collective Agreement. Language now stipulates that Queen’s will require PARTEQ to follow particular procedures and include specific conditions in its contracts with QUFA members.
- Disclosure of an invention is now made to the Office of the Vice-Principal (Research) or to PARTEQ as delegate. Disclosure by Inventor must include all known Contributors and co-Inventors.
- New stipulations re: procedures with respect to commercialization through PARTEQ, though these largely reflect current PARTEQ practices:
  - Inventorship Investigation now takes place following the election by an Inventor to use PARTEQ and prior to transfer of IP rights to PARTEQ and/or the involvement of a third party.
  - The University will provide the Inventors with results of the Inventorship Investigation (individuals contacted, the date on which they were contacted, and their involvement in the Invention) and the Inventors will sign off on these results.
  - An Inventor has the right to withdraw from a commercialization agreement with PARTEQ only prior to any commercialization agreement with a third party; the conditions for withdrawal now include the discovery of an additional Inventor(s) in the course of the Inventorship Investigation. (There is 7-day window upon the original Inventor’s notification of such information.) If an additional Inventor(s) is found and the original Inventor wishes to withdraw from the PARTEQ agreement, he/she shall not be obliged to repay the disbursements of PARTEQ.
  - PARTEQ is required to give Inventors 15 days of notice prior to entering into an agreement with a third party for commercialization.
An Inventor choosing to commercialize without PARTEQ now must notify PARTEQ of this in writing.
- New language clarifies the timing of the payment of the 25% of net proceeds of commercialization that are to be paid to the University if PARTEQ is not used.

**Article 18 – Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias**

- New provision barring Members from surveying students with respect to performance of teaching other than in accordance with Article 29, Evaluation of Teaching, and from soliciting testimonials from students.
- Conflict of commitment language now refers to external academic activities as well as professional activities.
- There is substantial re-ordering and editing of the conflict of commitment section, much of which makes no substantive change. However, Members must now seek approval from the Dean at least 30 days prior to commencing any external activity that has a potential to interfere with their University responsibilities. The guidelines for determining whether an external activity must be disclosed have been deleted as the requirement to disclose is broader.
- New section relating to the reasonable apprehension of bias replacing similar language previously repeated in personnel committee language.

**Article 19 – Grievance and Arbitration**

- Step 1 meeting must occur within 20 working days of the date of scheduling.
- Step 1 requirement to disclose “all relevant documents” is dropped along with the confidentiality statement relating to the documents disclosed. This is replaced with participants providing any documents they wish to disclose.

**Article 20 – Discipline**

- QUFA now to be informed of investigations of allegations.
- Members who are required to attend meetings in investigations but are not respondents to allegations are to be informed that they may be accompanied by a QUFA representative.
- Deputy Provost is now among the managers who may impose discipline.
- Members who grieve a suspension without pay or a dismissal on the grounds of incompetence or persistent neglect of academic duties will continue to receive pay until the earlier of the date that the grievance is withdrawn, abandoned or decided. (Previous language only covered the case of a grievance being decided.) Similar additions to the language occur where the Association has assumed a grievance of a dismissal for gross misconduct.
- Clarification that written reprimands remain in a Member’s Official File for 48 months from the date of reprimand, subject to no further discipline being imposed during that 48 months.

**Article 21 – Harassment**
New language clarifies that section 21.3 applies to QUFA Respondents or Complainants under the University’s Harassment/Discrimination Compliant Policy and Procedure only.

Article 22 – Safety and Security
- The bar for emergency suspension has been changed from one where the University believes that the failure to take action would result in “significant harm” to one where there is “a clear risk of significant harm”.

Article 23 – Privacy
- Language with respect the review of electronic security policy now reflects changes to IT and Senate organization and policy.

Article 24 – Employment Equity
- Article adopts the LGBTQ terminology now defined in Article 2.
- Employment equity principles for appointments expanded:
  - Determination of academic and professional excellence now includes recognition of “diverse experiences” and “the many forms that scholarship can take.”
  - Appointment criteria must not systematically discriminate against equity-seeking groups.
  - Candidates not to be disadvantaged by minor career interruptions by reason of family responsibilities or disability.
- Students serving on Appointments Committees are now exempted from the Equity training. Other Appointments Committee members must have successfully completed equity training within the previous ten years. This requirement takes effect 3 years from the date of ratification of this Agreement per a Letter of Agreement.
- Failure to copy the Equity Office and QUFA on a position posting cannot result in the overturning of the appointment as a remedy to a grievance on this failure.
- Amendment of the equity decision-tree for choosing between leading candidates to eliminate the dead ends in the previous decision-tree.

Article 25 – Appointments
- Term Adjunct appointments to include people hired to perform course development or course revision for online courses under the new Appendix S.
- Special Appointees reappointment procedures are limited so that there will either be two reappointment procedures or as many as are required to renew funding within six years of the original appointment. Any further reappointment after either condition is met shall only be dependent on continued external funding.
- Agreements with Members for Joint appointments must be in writing.
- Materials regarding responsibilities in the secondary Unit that Members with Cross Appointments provide to the home Unit for their Annual/Biennial Report or for RTP procedures must be taken into account.
- Units in the School of Medicine in which the majority of academic staff are not QUFA Members now only establish an Appointments Committee when needed.
- Appointments Committee members must disclose potential violations of the CA to the QUFA Grievance Officer or to Faculty Relations.
- Short-listed candidates may now be evaluated through interviews and, where appropriate, other relevant means of evaluation (such as presenting papers).
- Language has been added to ensure that faculty appointed as Lecturers because they have not yet attained the doctorate will have their salary reassessed in accordance with the QUFA salary model upon completion of a PhD.
- Requirement that a Term Adjunct appointment be confirmed in writing within 10 days dropped, though an offer of appointment must still be made in writing and signed and returned by the candidate.

**Article 26 – Reduced Responsibility Appointment**
- Member’s application for reduced responsibility, the Dean’s or University Librarian’s reasons for denial, as well as a new appointment shall all be given in writing.
- Clarification that reductions in teaching only shall be dealt with through Article 37 provisions, i.e. at the cost of replacement teaching only.

**Article 27 - Relocation Expenses**
- Maximum reimbursements for Tenure-Track, Tenured, Continuing-Track, Continuing, Continuing Adjuncts and Special appointments increased from $7,500 to $9,000.
- Reimbursements for Non-Renewable or Term Adjunct appointments increased from $200 to $300, depending on the length of contract.

**Article 28 – Annual/Biennial Performance Review**
- Annual performance reviews now become Biennial except for Tenure-Track, Continuing Track, and Non-Renewable appointments, as well as for Special appointments that have been renewed fewer than two times, where the review will continue to be done annually.
- Merit awards will be based on two annual assessments (where the assessment is done annually) or a biennial assessment. Copies of the review by the Unit Head shall only be provided to the Member in years in which merit is awarded.
- Language with respect to service responsibilities to be reported changed to reflect the changes in Article 15.
- Continuing Adjuncts’ right to report activities that are not included in their appointment letters is confirmed if they are of a type acknowledged by the reporting form (e.g. research). The Head may comment on these activities, but shall not formally assess them.
**Article 30 – Renewal, Tenure and Promotion for Tenure-Track and Tenured Faculty**

- The majority of RTP Committee members shall be tenured and at least one member of the Committee shall be at or above the highest rank being applied for by an applicant.
- The election of an RTP Committee need only occur when the Unit Head has been notified by a Member of their intent to apply for Renewal, Tenure or Promotion.
- Criteria for promotion to Professor are now broken out into variants and positive recommendations must indicate which of these variants the decision was based on.
- Referee letters are to be submitted to the Unit Head’s office staff and the Unit Head shall not have access to the letters until she/he is in receipt of the Committee’s recommendation.
- Where a referee’s letter arrives subsequent to a further referee being contacted, the first letter to be received shall be placed in the RTP file and the other excluded.
- Member may provide a letter of introduction to his/her materials in the RTP file.
- Where student is identified in the body of a solicited student assessment, the identification will be masked.
- Unsolicited material from students may now form part of the Member’s teaching dossier.
- Clarification of timing with respect to discussions between Unit Head and a Committee or a Dean with the Unit Head in the case of differing recommendations
- University Promotion Advisory Committee shall provide written advice to the Principal with respect to promotions to Professor, to be placed in the Promotion file.
- Language changes throughout to reflect changes in Articles 15 with respect to service and 18 with respect to reasonable apprehension of bias.

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

- Archivist Members to elect their own standing RCAP Committee.
- Archive Members may elect from cognate Library ‘departments’, but a majority of Archive RCAP Committee members shall be Archive Members. There are many changes to Article 31.12 to reflect new Archive RCAP Committee.
- The majority of Committee members shall be Continuing Members.
- RCAP Committees shall have at least one member at or above the highest rank being applied for by an applicant.
- Language permitting an additional internal referee for promotion to Librarian or Archivist has been deleted.
- Where a referee’s letter arrives subsequent to a further referee being contacted, the first letter to be received shall be placed in the RCAP file and the other excluded.
- Member may provide a letter of introduction to his/her materials in the RCAP file.

Article 32 – Reappointment and Promotion of Adjunct Members

- Article 32.1.5 that specified that CDS be regarded as a Unit and that rights of reappointment obtained in CDS only applied to CDS courses has been deleted. LoA states that existing CDS-only Term Adjunct RoR and Continuing Adjunct Course Load Entitlement will be assigned to an Academic Unit effective the first term after ratification.

- Specific Right of Reappointment requires teaching the same specific course three times in three separate Academic Years. ‘Same specific course’ is defined by exclusivity of one another for degree credit in the same Unit and being offered at the same level.

- Eligibility for General Right of Reappointment (GRoR) language change in Article 32.3.1.1 from “[o]nly SRoRs to half (0.5) courses or more shall be counted toward a Member’s eligibility for a GRoR” to “[o]nly Term Adjuncts with an SRoR to a half (0.5) course or more shall be eligible for a GRoR”.

- Term Adjuncts applying for GRoR must submit application and materials on or before the January 31 subsequent to having indicated their intent to apply.

- The Modified Appointments Committee only sees material from the Member’s Official file that is relevant to the application.

- The Modified Appointments Committee must assess evidence in the application file that indicates that a Member is not “demonstrably qualified” to teach a course that they have taught previously.

- The Modified Appointments Committee must give a clear positive or negative recommendation in writing.

- Language skipping the Unit Head step added in the Decision sections for GRoR and Continuing Adjunct appointments to deal with non-departmentalized faculties.

- Notification from the Dean of the granting of GRoR shall include a list of those courses the Member has been determined to be demonstrably qualified to teach. Procedures for the Modified Appointments Committee to add to the list of courses a Member already holding GRoR is demonstrably qualified to teach.

- Where a Continuing Adjunct teaches a course on overload in three consecutive years and is assigned to teach an additional course again in a fourth year his/her FTE will automatically increase to reflect this additional course load.

- Criteria for promotion for Adjuncts extended to include Article 30.6.8 (the “extraordinary contributions” with respect to teaching or research clause) and language added for promotion to Assistant Professor from Lecturer for Adjuncts without a PhD.

- Adjunct promotion must not skip ranks (LoA grandfathers any Adjunct who had notified their Head by July 1, 2015 that they intended to apply for promotion by August 15, 2015). An Adjunct must hold an appointment or be within 12 months of their most recent appointment, in which case any promotion will take effect
upon the first appointment subsequent to their successful application for promotion.

**Article 33 – Leaves**
- The application and approval of Librarian and Archivist academic leave procedures have been made congruent with those for faculty.
- The University Librarian may waive the pro-rata use of vacation time in the case of leaves of four months or less.
- Clarification that in the case of a deferral of academic leave requested by a Dean, a Member cannot claim both time credit toward a subsequent leave and an increased allowance during leave.
- If the AV-P (Faculty Relations) is not satisfied with a medical certificate provided by a Member for Sick Leave, an independent medical opinion may be sought and the Member will be reimbursed for the cost of the examination and any travel costs as per the Queen’s Policy for Travel and Related Expenses.
- QUFA to receive list of Negotiated Leaves granted (for the purpose of monitoring whether Continuing Adjuncts are being treated differently as a result of their Unit’s financial conditions).

**Article 34 – The Official File**
- The exclusion of parts of RTP, RCAP and reappointment files from the Official File has been clarified.
- Secure and confidential handling of electronic documents is required. Only the academic administrator responsible for formulating a recommendation and his/her administrative delegate may transmit electronic documents.

**Article 35 – Maintenance of the Scholarly and Professional Environment**
- Language relating to the core functions of faculty has been added to protect those functions. This is the language in its entirety:

  35.1.7 *Within the workload of faculty Members are certain core functions that require disciplinary and professional expertise. Depending on the type of appointment, these core functions may include:*

  (a) *In accordance with University policies and/or collective agreement(s), determining the subject matter, scope and procedures of the faculty Member’s own research programs and/or scholarly and creative activities and, at the faculty Member’s discretion, applying for grants to support the faculty Member’s research, determining the best methods for assembling and disseminating her/his research results, and where appropriate, supervising research assistants and laboratory technicians and/or;*

  (b) *In accordance with the curricular requirements and norms established by academic units, University policies and/or*
collective agreement(s) and where appropriate, by accrediting bodies, determining the content of the courses that the faculty Member teaches, the type and frequency of assignments used in those courses, the knowledge and skills to be assessed in those assignments, and for assessing student work and supervising those individuals specified in Article 1.4(j).

- The language in Article 35.2.3 restricting the assignment of the core functions of librarian and archivist Members set out in Article 35.2.2 to professional librarians or archivists has been made more restrictive – the professional librarians or archivists referred to are QUFA Members or persons specified in Article 1.4(c) or (d).
- Librarian functions now include the instruction and supervision of student interns and outreach activities.

**Article 36 – Working Conditions**
- Professional Expense Reimbursements increase by the across-the-board percent in each year of the Agreement.
- Term Adjuncts who were commuting Adjuncts will retain their Commuting status and receive reimbursement if their FTE, upon conversion to Continuing, is 50% or less and they continue to reside 75 kilometres away from where they teach.

**LoA re Facilities and Support**
- This Letter of Agreement establishes a Joint Committee on Facilities and Support to be struck by November 15, 2015. The Joint Committee will review the support provided to QUFA Members to enable them to carry out their academic responsibilities.
- The Joint Committee shall consist of two members appointed by QUFA, two members appointed by Queen’s and two student observers, one each appointed by AMS and SGPS.
- The Joint Committee will report recommendations, in writing, to the Provost by February 1, 2017 for consideration by the Provost’s Advisory Committee on Budget for consideration in the 2018-2019 Budget.
- The Joint Committee will present its findings to the Senate for information purposes.

**Article 37 – Workload**
- Both Academic Units and the Library/Archives must review their Workload Standard every 10 years. Those Units who have not reviewed their workload standard in the ten years previous to ratification of the 2015-2019 Collective Agreement must do so within 3 years of ratification. The Dean or a majority of Unit Members may still trigger a review. The Dean or University Librarian must
be notified by the Unit Head of the outcome of a review even if Members decide that there should be no changes.
- A Library and Archives Workload Committee must submit a copy of a ratified Workload Standard to the University Librarian within two weeks of ratification. If the University Librarian rejects the ratified Workload Standard, he/she shall provide a written explanation, within six weeks of receiving the Workload Standard, of how the Workload Standard does not permit the Unit to meet service obligations and what changes to the Workload Standard would be necessary to ensure obligations could be met.
- For changes to regular teaching load, there has been a clarification in the language for the reduction in salary equivalent to the cost of replacement teaching. The written request for a reduction in teaching must now include a description of the proposed research activity, expected completion date or, for professional activities, a description of those activities and how they will benefit the Member and the University.

**Article 39 – Closure of an Academic Program or Unit for Academic Reasons**
- All places where the phrase “for academic reasons” was used have been changed to “because of concerns about academic quality, relevance or enrolment” or a variation thereof. The purpose of this change is to ensure that when a program or Unit is subject to closure because the enrolment isn’t sufficient to sustain the cost of running it, a situation that might arise under the new budget model, the closure must be classified as “for academic reasons” (rather than financial ones) and so subject to the Collective Agreement.
- The list specifying the content of the report to be submitted by the Academic review Committee has been deleted. The report must now address “all arguments relevant the academic quality, relevance or enrolment of the Program or Unit.”

**Article 41 – Heads of Departments**
- Department Head Selection Committees for faculty and librarians/archivists are now bound by the conflict of interest and reasonable apprehension of bias language in Article 18.
- Committees are to maintain the confidentiality of deliberations and decisions.
- Under the conditions in which an Acting Head (Units and in the Library/Archives) may be appointed, the phrase “emergency circumstances” has been changed to the more restrictive “vacancies caused by emergencies”.

**Article 42 – Compensation and Benefits**
- Across-the-board (ATB) increases effective on May 1 in each year are:
  - 2015: 1.00%
  - 2016: 1.25%
  - 2017: 1.5%
  - 2018: 1.75%
- The Assistant Professor Floor, Floor F, the General Librarian/General Archivist Floor, Career Development Increment, Merit values, Junior Increments, Senior Abatements, Term Adjunct Stipends, and the stipends specified in Appendix L – Applied Music, Appendix Q – Additional Duties, Appendix S – Online Courses, Appendix T – Practica Courses, and Appendix U – ATEP, will increase by the ATB percent in each year.

- The Anomalies Side Table of the JCAA will have a value of zero dollars in the first and second years of the Agreement and $20,000 in the third and fourth years of the Agreement.

- The Principal’s Anomaly Fund has been renamed the Principal’s Retention Fund and has a value of $20,000 in each year of the Agreement. It may now only be used to address retention and market-related cases.

Note: As it did in 2011, the University again sought to eliminate the entire anomalies architecture that the Parties have used since the 1990s to address salary inequities, on the grounds that there are no longer salary inequities and there never will be again. QUFA strenuously resisted this elimination for many reasons. One is that the Anomalies Side Table process provides us with statistically valid information on salaries including information about any gender inequities and the differences among discipline groups. Another is that the existence of the Principal’s Anomalies Fund has provided the means for the University to make retention offers and to make adjustments to remedy inequities, including gender ones, in the higher paid disciplines. The University initially declared that it was not interested in making retention offers. In our view this position was concerning because it is hard to understand how it is possible to operate a major research university without responding to competing offers for sought-after faculty. It seemed possible that the University might in fact make such offers without informing QUFA, thereby violating our position as the sole bargaining agent for our Members. The entire issue of anomalies is complicated by the fact that a very large sum of money, in excess of one million dollars that was allocated in the 2008 agreement is (yet) to be distributed, following an arbitration decision in February 2015. The University’s intransigence with respect to fulfilling the terms of the 2008 agreement means that we are in the dark about actual salary anomalies, while the fact that a large amount of money is about to be distributed also means that it is unlikely that there are many anomalies, narrowly construed. QUFA’s proposal which the University ultimately accepted, was to maintain the architecture of the anomalies system, with its two funds administered according to different principles, but stock them during this agreement with very modest amounts of money that only need be allocated either at the discretion of the Principal or, in the case of the AST fund, if a run of the numbers uncovers a need, which it may not. Proceeding thus allows us to confirm that retention offers can only be made from funds negotiated between the parties, and to maintain our ability to know how salaries are distributed and where inequities, if any, exist, without directing significant resources to uncalled-for ends.

- The minimum Unit Head stipend increases to $9,500.
- Overload stipend language now references Tenure, Tenure-Track, Non-Renewable and Special Members specifically. The minimum stipend for Term Adjuncts is also the overload payment for Continuing Adjuncts in the Continuing Adjunct Compensation section. (This clarification was part of the deal that resulted in a process for the automatic increase of FTE where Continuing Adjuncts repeatedly teach in excess of their FTE.)

- A Continuing Adjunct without a PhD in a discipline in which a doctorate is normally required will have her salary reassessed and revised upon completion of a doctorate and promotion to Assistant Professor.

- The number of Years of Experience (YOE) supplements to the Term Adjunct Base is capped at 12 years.

- Term Adjunct stipends for courses of 200 or more are supplemented by 18.75% (courses with enrollment of 100 to 199 are still supplemented by 12.5%).

- Criteria for the award of librarian/archivist merit has been added:

  45.5.3.4 Very good or excellent performance in any or all assigned duties may result in a merit score of three (3) or four (4). To receive a merit score above two (2), a Member’s performance of all assigned duties must be at least satisfactory. A score of three (3) means significantly better than average performance in one or more assigned duties. A score of four (4) means excellent performance in several assigned duties.

- The minimum number of academic merit points available to librarians and archivists has increased to 6 points and the language relating to the Provost adding points mirrors that for faculty.

**Note:** The distribution of merit in the library diminished in 2011 so that where roughly 30% of librarians had received merit above the nominal (a distribution comparable with faculty experience) now only 19% receive extra merit. QUFA believes that this was the outcome of unclear language that encouraged a distorted comparison with faculty. Our hope is that the new language will restore the distribution in the library to the status quo ante. But we will need to monitor Library merit carefully.

- Administrative stipends for librarians and archivists have increased to $6,000.

- The Library/Archives anomalies fund has $5,000 in each of the 3rd and 4th years of the Agreement.

- Individuals appointed to a Joint Benefits Committee by the Parties will increase from two to three.

**LoA re the Group Benefit Plan**

- This Letter of Agreement sets up a review of benefits through the Joint Benefits Committee or, potentially, through a multi-employee group committee.

- Following a review of the Benefits Plan design, the University shall conduct a formal Request for Proposals process (tendering) to which the Committee shall recommend criteria to be used in evaluating vendors.
- The University retains sole discretion and final responsibility in relation to the final choice of vendor, negotiating the contract with the vendor, and any changes to the Benefits Plan, subject to agreement with QUFA as required by the Agreement.

**Article 43 – Duration**
- Four year agreement; runs until April 30, 2019.

**Schedule C – Course Authorship Agreement**
- This is a template agreement between a QUFA Member and Queen’s University for the authorship of an online course (see attachment to the QUFA Ratification email for full text).

**Schedule D – Course Revision Agreement**
- This is a template agreement between a QUFA Member and Queen’s University for revision of an online course (see attachment to QUFA Ratification email for full text).

**Appendix C – List of Arbitrators**
- The Parties will agree on an up-to-date list of arbitrators.

**Appendix E – Memorandum of Agreement Re: Assessment of Teaching**
- The Parties agreed to re-establish the process for devising better instruments for the assessment of teaching than the current USAT. The wording is the same as the 2008 Agreement except for Committee composition: 3 faculty Members appointed by QUFA, 3 members appointed by the University and 2 students (1 undergrad, 1 grad). The Committee is to report to the JCAA by June 30, 2016.

**Appendix G – Commuting Adjunct Travel Policy**
- Reflects new Continuing Adjunct entitlement to remain a commuting adjunct, as outlined above for Article 36.
- Bed & Breakfast reimbursements increase from $100 to $115 per night.

**Appendix K – Anomalies Side-table of the JCAA**
- Revision of this Appendix was part of the deal with respect to Anomalies. Language with respect to the Special Adjustment Fund for discipline anomalies was deleted. An anomalous salary is now defined as one that is at least 5% below the predicted salary for the Member. Time lines for the University to provide salary data and for the Side Table to meet have been lengthened.

**Appendix L – Applied Music**
- Changes listed courses to reflect current curriculum.
- System of debit teaching accrued when students drop courses to maintain consistent compensation.
Term Adjunct course entitlement upon conversion to Continuing Adjunct shall be no less than the average number of half courses or part thereof per year they have taught in all years of teaching.

Appendix M – Child-care Benefit Plan
- Both proof of attendance and amount paid are to be submitted.
- Members may claim $5 per day for children under age seven at summer camp.
- If claims exceed the annual amount available, reimbursements shall be pro-rated.

Appendix N – Tuition Support
- Tuition support through scholarships is now payable to applicants (spouses and dependent children) and not to Members. This change may make the money taxable in the hands of the dependent. However, because the Tuition Support is provided through the Collective Agreement it may still be considered a benefit in lieu of salary and thus taxable to the Member.

Appendix P – Certain Term Adjunct Appointments Referred To In Paragraph 2.a of Appendix S
- This is an appendix dealing with persons hired to be Course Authors or Revisers who do not otherwise hold Article 25 appointments and do not hold rank. These persons will be offered Term Adjunct appointments without rank (thus will be in the QUFA bargaining unit). This allows modified appointment procedures if the successful applicant must also be qualified to teach the course. It specifies that Articles 25.3.4; 27; 33; 36.3.2; and Appendix M do not apply to persons appointed under Appendix P.

Appendix R – Employment Insurance (EI) Hours
- The number of hours reported on a Term Adjunct’s Record of Employment for a full credit (1.0) course increases to 460 hours and to 230 hours for a half credit (0.5) course. This should make more Term Adjunct Members eligible for EI if they live in Central Ontario.

Appendix S – Online Courses
- This is a completely new appendix setting out:
  o definitions related to online teaching terms in the Agreement;
  o appointment, assignment and workload provisions;
  o the Course Authorship and Course Revision Agreements; and
  o provisions relating to course delivery.
- Key provisions include requirements that the Course Author’s name appears on the course home page as does the Course Reviser’s, where appropriate.
- The University’s license to use the materials is voided if the course is not revised within five years, and the Member may unilaterally end it after seven years.
It also asserts that the Course Authors and Revisers are responsible for ensuring that the pedagogical approach of the course is appropriate to the discipline which we hope will clarify the respective roles of Course Authors and Instructional Designers.

Provisions throughout the Appendix ensure that course authorship and course revision cannot be done by person’s outside the QUFA bargaining unit.

The complete text is attached to the QUFA ratification email.

**Appendix T – Practica Courses – Faculty of Education**
- Courses to which this Appendix is applicable have been updated.
- Stipends increase by ATB.

**Appendix U – Aboriginal Teacher Education Program**
- Stipends for this program formally incorporated into Agreement.
- Stipends will be indexed by ATB.

**LoA Re Conflict Resolution Program**
- This program is continued until April 30, 2020.

**LoA for the review of the Electronic Information Security Policy Framework**
- This is to be completed by December 31, 2015 and the JCAA is to be apprised of any recommendations for revisions to the Framework.