



# **Queen's University Faculty Association**

## **Policies & Protocols**

**April 2020**

## Table of Contents

1	EXECUTIVE COMMITTEE.....	4
1.	Release Time Policy Guidelines 2019-2022.....	4
2.	Solidarity Donations Policy .....	6
3.	Protocol for Motions Considered by the QUFA Executive by Email .....	7
4.	Meeting and Event Planning Form.....	8
5.	Record Retention & Destruction Policy .....	9
6.	Elections Policy for Executive Committee Positions .....	14
2	GRIEVANCES.....	16
1.	QUFA Protocol Regarding Representation: Carriage, Confidentiality, Disclosure and Duty of Fair Representation.....	16
2.	Grievance Appeals Policy.....	18
3.	Protocol: Handling of Grievance Inquiries by QUFA Council of Representatives .....	20
4.	Policy for Step 2 Grievances.....	21
3	BARGAINING .....	23
1.	QUFA Protocol Regarding Authority and Process for Collective Bargaining .....	23
2.	Principles for Strike Action .....	28
3.	Facilitating Communication with the Job Action Committee .....	28
4	FINANCES.....	30
1.	Investment Policy .....	30
2.	Reserve Fund Policy.....	30
5	PENSIONS.....	31
1.	University Pension Plan Consent to Transition Process.....	31
2.	QUFA Sponsor Board Delegate Terms of Reference .....	31
6	POLITICAL ACTION & COMMUNICATIONS .....	33
1.	Protocol for Communications to QUFA Members .....	33
2.	Municipal, Provincial and Federal Elections Policy .....	36
7	MEMBER RELATED .....	37
1.	Accessibility Standards for Service Provision.....	37
2.	Travel Information for QUFA Volunteers & QUFA Staff.....	41
3.	Recording Member Attendance at QUFA Events.....	42
4.	QUFA Distinguished Service Award Policy .....	43

5. Campus Closure Policy.....45

8 HISTORICAL POLICIES .....45

1. Policy on Accessibility .....45

# 1 EXECUTIVE COMMITTEE

## 1. Release Time Policy Guidelines 2019-2022

*Approved by the Constitution & Policy Review Committee February 2016*

*Approved by the Executive Committee & Council March 2016*

*Approved by the Executive Committee March 2020*

*Approved by Council April 2020*

### 1. Units of Release Time Provided by the University in 2019-22 Collective Agreement

Article 7 (Association Rights) in the Collective Agreement guarantees that the University shall accord twelve units of release time and/or overload payment for up to a maximum of \$109,968 in 2019-20 (increased by scale each subsequent year of the agreement) annually to QUFA at no cost. These are specified as being for the President and other officers designated by the Association. The twelve units shall be made available to QUFA annually on September 1 if requested prior to the preceding May 15.

Each half-course credit (0.5 credit or equivalent) course release or ten hours per week per academic term for librarians and archivists, shall be considered one unit of release time.

The cost of release time for Members who are faculty is calculated at the cost of replacement teaching of each individual and varies by Faculty or School. The cost of release time for Members who are librarians or archivists shall be 9.5% of the Member's nominal salary for 10 hours of release time per week for one academic term.

### 2. Payments in lieu of Release Time

If an officer or other volunteer eligible for release time chooses not to take the release time as teaching or work relief, an honorarium of \$8088 (2019-20) (increased by scale each subsequent year of the agreement) may be granted either

- i) directly to the individual as taxable income as a single lump sum payment in December or April; or
- ii) to a QUFA Release Time Research Account (RTRA) for the benefit of an affected faculty Member's Unit with the intent of supporting scholarly work, which might otherwise be impaired by the Member's service to QUFA.

Arrangements are made for (ii) through the transfer of money to a QUFA RTRA account set up through the Office of Research Services.

The procedure for setting up an RTRA through the Office of Research Services online application is normally as follows:

- 1) *No proposal is necessary.*
- 2) The member granted the RTRA is listed as Principal Investigator on the data summary sheet. Fill in a brief budget. Fill in the section on whether an ethics review is required or not.

- 3) Fill in a brief Project title and list several Key Words for the ORS database.
- 4) The Sponsoring Agency is QUFA in the drop down menu and in the drop down menu for Type of Project, choose “unrestricted research grant” or “other.”
- 5) In the “comments” section, add the following text:

*A QUFA Release-Time Research Account is for the benefit of an affected faculty Member's Unit with the intent of supporting scholarly work, which might otherwise be impaired by the member's service to QUFA. This project related to the QUFA service of XXXX is to be administered under the signing authority of Dr. XXXXX, my Head or Dean, XXXX.*

### **3. Additional Units Purchasable by the Association**

Article 7 also specifies that additional units of release time can be purchased from the University at the rate of replacement teaching or the cost of the base stipend for teaching a 0.5 credit course in Arts and Science, and that accommodation of such requests for release time for September 1 are guaranteed if the request is made prior to the preceding May 15. In recent years, QUFA has requested several such units of release time in addition to the twelve units provided by the Administration. The number of additional units requested has depended on the activities expected to be undertaken by our officers and volunteers in other positions.

### **4. Decision-Making on Release Time**

The Staff Relations Committee (the Officers of the Association) has the authority each spring to approve release units for the coming year in accordance with the principles outlined below. The basic criteria for deciding on the award of release time units are the priorities accorded to activities in any year and the number of hours per week required to perform anticipated duties. The Collective Agreement equates a 0.5 course release unit with 10 hours per week per term of Librarian or Archivist work. This equivalence may be extended to other academic work: i.e., one stipend is the equivalent of 10 hours a week X 13 weeks = 130 hours. Those holding more onerous positions in the Association may thus be given multiple release time units.

### **5. Positions Usually Receiving Release Time Units**

The President, Vice President, Past President, Treasurer, Secretary, Chair of the JCAA, Grievance Chair and Equity Representative shall receive the number of release time units specified below, unless particular circumstances indicate either that such an award is inadequate or that it is not warranted. The President shall receive three units, the Vice-President two, the Past-President one, the Treasurer one, the Secretary one, and the Chair of JCCA, Grievance Chair and Equity Representative one each. In addition, the Communications Support person and the Health and Safety Officer, who are not members of the Executive Committee, shall receive two and one units of release time respectively. Finally, the Term Adjunct Representative shall receive one unit of release time per year to acknowledge their precarious employment status. Any awards of release time beyond those listed in this paragraph will be brought to the Executive Committee by the Staff Relations Committee (SRC) for final approval.

## 6. Other Positions Which May Be Eligible for Release Time

The Staff Relations Committee may award release time, subject to Executive approval, to the Chairs of QUFA committees or other volunteers asked to perform work for the Association if their anticipated workload for QUFA warrants it. The Staff Relations Committee may ask for more information from affected volunteers, or volunteers anticipating high workload demands may apply to the Staff Relations Committee by providing a written explanation of their anticipated duties.

## 7. Release Time to Support Collective Agreement Negotiations

Bargaining a new Collective Agreement requires a significant time commitment on the part of the Chief Negotiator, the Bargaining Team and Job Action Committee members. Each round of bargaining is unique so that the actual number of release time units needed cannot be prescribed. These principles will guide budgeting for and awarding of release time before, during and after bargaining:

- The Chief Negotiator will be released one term before bargaining is scheduled to begin and for the duration of bargaining. Normally, he or she will receive one unit for preparations and two units in each term that they are at the table;
- Each member of the Bargaining Team will normally receive one unit of release for each term of active bargaining;
- The Job Action Committee Chair will normally receive one unit of release time per round of bargaining but if preparations are onerous or protracted, this can be increased;
- Other active volunteers may ask for or be granted release time if they are making or have made a significant contribution to bargaining or job action preparations.

## 2. Solidarity Donations Policy

*Approved by QUFA's Executive Committee April 7, 2004*

*Approved by QUFA's Council of Representatives October 13, 2004*

*Approved by QUFA Executive January 2014*

*Approved by QUFA Council January 2014*

Since 2000, QUFA has had a policy for solidarity donations on humanitarian and practical grounds, i.e., to support others in related (or potentially related) circumstances and to support the principles of collective bargaining. In accordance with this precedent, an annual budget line of \$15,000 was set aside for solidarity donations. The Executive may approve donations totaling the amount of the budget line, with a maximum per instance related to the nature of the donation.

Maximum

\$5000

Category and Nature of Donation

**Other Canadian Faculty Associations**

to support other Canadian faculty Associations experiencing protracted labour

problems as the result of unfair treatment or intransigence on the part of their employers (university administrations, Boards of Trustees, and/or provincial governments) or involved in precedent-setting negotiations or labour conflict where principles of collective bargaining or significant academic issues (related to working conditions, academic freedom., etc.) are at stake;

- \$5000      **Other Employee Groups at Queen’s University**  
to support other employee groups at Queen’s University experiencing protracted labour problems as the result of unfair treatment or intransigence on the part of their employer; and/or to support other employee groups who are seeking to defend principles of collective bargaining with implications for QUFA as a certified bargaining agent;
- \$3000      **Other Employee Groups**  
to support other employee groups or organizations, especially those within the public sector (e.g., education and health care) that are involved in labour disputes over members’ rights and/or that have implications for QUFA as a certified bargaining agent;
- \$500        **Miscellaneous Humanitarian Causes**  
to respond to miscellaneous requests for humanitarian aid in exceptional circumstances (natural disasters, economic crises, etc.).

The Executive may support in writing and without a donation other faculty associations--and other employee groups whose work has implications for QUFA members--that are involved in labour disputes as the result of unfair treatment or intransigence on the part of their employers. Any communication of written support will also be reported to Council.

Any solidarity donation approved by the Executive under the above terms must be reported to Council, along with a brief statement of rationale.

Any extraordinary donation that does not fit the above categories must be approved by the Executive Committee and by Council.

### **3. Protocol for Motions Considered by the QUFA Executive by Email**

*Approved by the QUFA Executive June 2010*

*Amended and approved by the QUFA Executive November 2013*

*Approved by QUFA Council November 2013*

From the QUFA Constitution Article 9.9 (ii):

“The Executive Committee may, between meetings, pass resolutions required to expedite the normal day-to-day operation of the Association by means of electronic mail

transmissions (see Section 1.8 Executive Handbook) or telephone calls exchanged between the President of the Association and the members of the Executive Committee. Approval of such resolutions requires the consent of a majority of all Executive members. If any Executive member wishes to have the matter discussed, the email/telephone vote will be cancelled and the matter deferred to the next meeting. Votes of the Committee members submitted by email/telephone shall be recorded and filed with the records of the Association until the vote has been recorded in the following month's Executive Committee minutes, at which time the record of individual votes will be destroyed."

**MOTION:** Moved that any member of the Executive Committee who would like to have a motion considered will send it electronically to the Executive Director/ or designate. The motion must include a mover and seconder. Electronic votes will be returned to the Executive Director. Approval of such resolutions requires the consent of a majority of all Executive Members (Executive Committee/2 +1). Votes of the Committee members submitted by email/telephone shall be recorded and filed with the records of the Association until the vote has been recorded in the following month's Executive Committee minutes, at which time the record of the individual votes will be destroyed. R. Linley; P. Young Carried

**MOTION:** Moved that electronic votes will take one of two forms:

1. Regular Motion: A vote on an item of regular business shall remain open for 48 hours from the time of circulation (with mover and seconder) unless all eligible Executive members have voted which will close the vote sooner.
2. Emergency Motion: A vote that is time sensitive, duly indicated in the subject line as 'EMERGENCY MOTION' and accompanied with an explanation about why it is time sensitive, shall remain open for 24 hours from the time of circulation (with mover and seconder) unless all eligible Executive members have voted which will close the vote sooner. Emergency motions shall require that at least 2/3s of the Executive vote to be valid (abstentions are not votes).

Weekends and statutory holidays are not counted in the 24/48 hour limits so that an Emergency Motion that opens on Friday at noon will close Monday at noon if Monday is a regular business day. P. Young; K. Ko Carried

**MOTION:** Moved that permanent records of electronic votes include the total number of votes cast. C. Adamson; S. Iscoe Carried

#### **4. Meeting and Event Planning Form**

To ensure that any meeting or event you wish to hold is planned in advance and runs smoothly, we have designed a Meeting Request Form which can be found on our website:

[https://qufa.ca/wp-content/uploads/2018/07/MEETING\\_REQUEST\\_FORM\\_August-2018.pdf](https://qufa.ca/wp-content/uploads/2018/07/MEETING_REQUEST_FORM_August-2018.pdf)

When completed, the form should be submitted to QUFA's Office Administrator.



## **5. Record Retention & Destruction Policy**

*Approved by QUFA Executive September 2019*

*Approved by QUFA Council October 2019*

### **Purpose**

This policy sets out rules and guidelines to enable QUFA staff and volunteers to:

1. Keep paper and electronic records for appropriate periods of time as mandated by statute, by convention or by best practice;
2. Move records of a historically significant nature to Queen's Archives at regular intervals with due consideration for confidentiality;
3. Destroy records responsibly and at regular intervals so as to limit liability for breaches of privacy and to enable good records management.

### **Administration**

The Staff Relations Committee (SRC) is in charge of the administration of this policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. SRC is authorized to:

- monitor local, provincial and federal laws affecting record retention;
- make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, provincial and federal laws and includes the appropriate document and record categories for QUFA;
- monitor compliance with this policy by QUFA staff and volunteers.

Housekeeping and compliance changes do not require renewed approval of the policy by the QUFA Executive and Council, but all such changes will be brought to the attention of both bodies as needed.

### **Suspension of Record Disposal in Event of Litigation or Claims**

In the event QUFA is served with any subpoena or legal request for documents or any employee becomes aware of a governmental investigation or audit concerning QUFA or the commencement of any litigation against or concerning QUFA, such employee shall inform the Executive Director and SRC and disposal of relevant documents shall be suspended until such time as the SRC, with the advice of counsel, determines otherwise. The Executive Director shall take such steps as is necessary to promptly inform all staff and relevant volunteers of any suspension of the disposal of documents.

### **Destruction of Physical Records**

Records that are destroyed as part of daily operations will either be disposed of through recycling or shredded if they are of a confidential or private nature. Larger quantities of sensitive documents shall be periodically shredded by a reputable third party where they perform the document destruction on site and guarantee secure disposal.

### **Destruction of Electronic Records and Storage Devices**

Electronic records shall be deleted following the same schedule as for physical records. Care shall be taken to delete files and clear deleted file caches, and wipe devices and drives thoroughly before re-use or disposal.

## RECORD RETENTION SCHEDULE

### SECTION TOPIC

- A. Accounting and Financial Records
- B. Association Governance Records
- C. Correspondence
- D. Insurance Records
- E. Grievance & Legal Records
- F. Bargaining Unit and Collective Agreement Records
- G. Personnel Records

### **A. ACCOUNTING AND FINANCIAL RECORDS**

In compliance with Canada Revenue rules, QUFA's accounting records shall be kept for 7 years. For clarity, there will always be a full set of accounting records for the seven years prior to the current fiscal year on the premises. Upon the completion of the current year's audit, the files for the fiscal year 8 years in the past will be prepared for shredding.

The following types of accounting and financial records will be retained for 7 years:

- Accounts payable and receivable ledgers and schedules
- Bank statements and cheque records
- Credit Card statements
- Expense claims and receipts
- Queen's invoices
- Staff salary and other payment forms
- Any other documentation normally retained with our accounting files
- Investment records of expired investments.

The following types of accounting and financial records will be retained permanently:

- Annual Budget and Financial Reports to Members
- Annual Audit Reports
- Investment records and statements of current instruments.

### **B. ASSOCIATION GOVERNANCE RECORDS**

Regular governance records shall be retained on site for 12 years and then donated to the Queen's Archives for permanent storage. Such documents include:

- Agendas and Approved Minutes of:
  - Normal General Member Meetings

- Normal Council Meetings
- Normal Executive Meetings
- Public correspondence
- Official correspondence with Queen's
- Copies of normal Member Communications (Voices, Infosheets, Know-Your-CAs, Event Posters, special reports, etc)
- Any special reports or projects produced by Standing or Ad Hoc Committees or Council

The following records relating to QUFA committee work and events shall be kept for 10 years and then destroyed:

- Agendas and minutes for Standing Committees except for JCAA (see Section F) and Grievance (see Section E)
- Agendas and minutes for Ad Hoc Committees
- Any research materials relating to the work of these committees
- Agendas or notes or other materials prepared for QUFA events such as special lectures, workshops or caucuses

A single copy of all constitutional documents, policy manuals and handbooks shall be retained permanently. Excess copies can be shared with Queen's Archives following the schedule for normal governance documents above or destroyed.

Documents pertaining to the governance of bodies to which QUFA belongs or has rights of attendance shall only be retained for 2 years. If they contain a decision or information relevant to another type of record or action (project, grievance, committee work), they shall be stored, retained and destroyed with the record they pertain to.

### **C. CORRESPONDENCE**

Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract or an email to a grievor about an arbitration would be retained with the virtual or physical grievance file. It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. These may be divided into two general categories:

- Those pertaining to routine matters and having no significant, lasting consequences should be discarded *within two years*. Some examples include:
  - Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, letters of transmittal, and plans for meetings

- Form letters or announcements from third parties (eg. OCUFA Reports, CAUT Memos)
- Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
- Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently either on site or with Queen’s Archives.

Email correspondence should be separately filed (virtually or physically) if it is significant to a decision, project or proceeding. Remaining virtual email records (inboxes, sent items, deleted items etc) should be purged after 2 years in accordance with the rule for routine physical correspondence.

#### **D. INSURANCE RECORDS**

All insurance policies and supporting documentation shall be retained permanently on site in accordance with the advice of Insurance Broker, Owen Williams.

#### **E. GRIEVANCE AND LEGAL RECORDS**

The following records shall be retained permanently and physically on site:

- All signed memoranda resolving QUFA grievances or disputes involving individual members.
- All signed memoranda of settlement for terminations of QUFA members or staff.
- All written decisions from arbitrators on QUFA cases.
- All agendas and minutes of Special Executive Meetings to decide whether grievances should be arbitrated.

In accordance with the recommendation of the Law Society of Ontario, the following shall be retained electronically or physically for 15 years and then expunged or shredded:

- Grievance files including tracking forms, correspondence, evidence, legal opinions and other materials related to the grievance.
- Member inquiry files where a matter moves beyond the initial inquiry phase but a grievance isn’t filed including where QUFA helps negotiate Member workplace accommodations.
- Arbitration files including books of documents, correspondence and notes.
- A complete set of agendas and approved minutes for Grievance Committee meetings.

The following records shall be retained for 10 years and then expunged or shredded:

- Member inquiry records where no formal file is opened and no grievance is filed.
- Supporting documents for workplace investigations where QUFA is advising a Member complainant or respondent.
- Supporting documents for workplace investigations within QUFA (volunteers and/or staff).

## **F. BARGAINING UNIT AND COLLECTIVE AGREEMENT RECORDS**

Records relating to union certification, amalgamations of bargaining units or alterations or clarifications of the scope clause shall be permanently retained on site.

The following records relating to negotiating the contractual terms and conditions of work for QUFA Members shall be kept permanently on site:

- A complete set of all collective agreements
- A complete record of JCAA agendas and minutes
- All executed memoranda and letters between the parties regarding contract provisions
- A complete set of bargaining notes including proposals exchanged for each round of bargaining
- Member data acquired through QUFA surveys or provided by the employer for the purposes of bargaining
- A complete set of member communications for each round of bargaining
- Ratification vote results for each contract
- Member data provided to QUFA according to collective agreement provisions

The following materials related to bargaining and the interpretation of the collective agreement shall be retained for the life of the collective agreement subsequent to the one they pertain to and then be destroyed:

- Notes of caucuses, working groups and committees preparing for bargaining
- Records of informal exchanges of interpretations of the collective agreement between the Parties

## **G. PERSONNEL RECORDS**

Records pertaining to volunteer participation with QUFA should be retained permanently. Specifically, who comprises each of the governance bodies of the local and who sits on each of QUFA's committees each year should be recorded and retained.

In accordance with the Employment Standards Act, the following records pertaining to current QUFA staff should be kept for 3 years and then destroyed:

- Monthly time worked records
- Salary information
- Records of Leaves taken with supporting medical evidence if relevant
- Job descriptions

The following records pertaining to current QUFA staff should be kept for 5 years and then destroyed:

- Vacation Time records including any payment in lieu of time
- Records of bonuses paid

In addition, there shall be an employee file for all current staff containing the following:

- Basic personal information for purposes of payroll and insurance
- Letter of Engagement
- Annual review materials
- Annual salary letters
- Discipline or coaching materials
- Records of promotion or demotion
- Correspondence between QUFA and the Staff person

Records for past employees shall be kept for three years from the date of termination of services and then destroyed with the exception of a record of the employee's name, start and end dates and any legal settlement regarding their termination which shall be kept permanently.

## **6. Elections Policy for Executive Committee Positions**

*Approved by the Executive Committee March 2020*

*Approved by QUFA Council April 2020*

The terms for the Nominations Committee and the process for nominating others or oneself for Executive Committee positions are set out in the QUFA Constitution, By-Law No. 1 and Article 9. Executive terms and cycle of elections and appointments are set out in Art. 9.2(vi). This policy governs the process to be followed upon receipt of a nomination of an eligible Member for an open Executive position.

Each person who accepts a nomination or who self-nominates shall prepare a brief (300 words maximum) statement about their interest in serving on the QUFA Executive committee in the position for which they have been nominated. The statement may address the candidate's relevant experience, interest in the portfolio, general views of the work of QUFA or ideas for future direction of the Association, or anything else the Member believes is relevant to their candidacy. These statements will be circulated with the agenda package one week before the Spring General Meeting (SGM).

In the case that a person is nominated or self-nominates on the floor of the SGM, they will be given the opportunity to speak to the assembly (maximum 3 minutes) about their interest in serving on the QUFA Executive Committee in the position for which they have been nominated.

In the case that only one Member is nominated for a position, the assembly will be asked to approve the appointment of that Member to the position by a show of hands.

In the case that two or more people stand for the same position on the Executive Committee,

an election shall be conducted at the SGM as follows:

1. The Alternate Chair of QUFA Council will normally preside as Chief Presiding Officer of the election. In the absence of the Alternate Chair, a Chief Presiding Officer (CPO) will be nominated from the floor of the meeting.
2. The nominated CPO shall be a Member of the Association in good standing who is not on the current Executive and is not standing for election or appointment. The nominee must agree to serve and the nomination must be confirmed by a show of hands of those entitled to vote.
3. The CPO shall oversee the distribution of paper ballots to Members of the Association (those of the Bargaining Unit who have elected to join QUFA and are entitled to vote on its internal affairs). All Members of the Association present at the meeting shall be entitled to one ballot.
4. The candidates for the contested position will each be given an opportunity to speak to the assembly for a maximum of 3 minutes. Note that those nominated in advance shall also have the opportunity to speak if they choose. If they are absent, their pre-circulated statement shall be read aloud by the Executive Director.
5. Members of the Association entitled to vote shall indicate their preference by writing the person's name on their ballot.
6. The CPO shall oversee the collection of ballots. Three ballots shall be sequestered in a sealed envelope: those of the CPO, the QUFA President (or delegate) and the Chair of the Meeting.
7. The CPO shall oversee the counting of non-sequestered ballots, with the help of QUFA staff, outside the assembly hall.
8. Each candidate shall have the option of naming a scrutineer to observe the counting process.
9. When the count is complete, the CPO shall indicate this to the Chair of the meeting who will announce the result including the number of votes for each candidate and the number of blank or spoiled ballots. Write-in ballots will be considered spoiled.
10. The candidate receiving a plurality of votes shall be declared elected.
11. In the case of a tie vote, the sequestered ballots will be counted to break the tie.
12. All ballots shall be retained until the next General Meeting when a motion to destroy them will be entertained.

# 2 GRIEVANCES

## 1. QUFA Protocol Regarding Representation: Carriage, Confidentiality, Disclosure and Duty of Fair Representation

*Approved by QUFA Executive Committee July 2011*

*Amended and approved by QUFA Grievance Committee September 2013.*

*Amended and approved by QUFA Executive Committee October 2013*

*Approved by QUFA Council October 2013*

### **Carriage**

If a Member wishes QUFA to proceed with a complaint or inquiry about their terms and conditions of work, the Member will give QUFA control of the process by allowing the union to decide strategy, mode, substance of representation and advocacy, and how far to take the matter. The member's input to these decisions will be sought. This form of control is called carriage.

If Members take complaints to forums where QUFA does not have carriage, this Protocol does not apply. It is important for Members to remember that strategy and actions in those other forums may have a bearing on what QUFA is able to accomplish, and so ongoing communication is advised.

### **Confidentiality**

Confidentiality is important to QUFA's work. QUFA will treat information provided by the Member as confidential. This does not mean that the information will remain only between the Member and the QUFA person contacted. It means that the information will be shared only with those who need to know.

Some of the people who may need to know as the process unfolds are:

- QUFA staff dealing with member services: Grievance Officer, Administrative Officer, Labour Relations Officer, and Executive Director;
- Grievance Committee volunteers who sometimes accompany a Member to meetings;
- Grievance Committee or JCAA (Joint Committee to Administer the Agreement) Members may be asked for advice, but they are given only limited and necessary information;
- Office of Faculty Relations and anybody they might have to contact at the university to achieve resolution of the issue.

Everyone involved in this process is aware of or made aware of the requirement of confidentiality. Nonetheless, it is important that Members realize that other people at the university may come to know about issues and attempts to resolve them.



Breach of confidentiality can have serious repercussions, including tainting the process or jeopardizing resolution of the matter. If QUFA has carriage of a matter, then the Member must treat all information about the case as confidential unless given permission by QUFA to discuss specific issues with designated persons. QUFA staff will let the Member know if they find it necessary to involve others so that the Member may decide whether to continue with the query or complaint.

### **Disclosure**

If QUFA is assisting a Member, she or he must provide all relevant information, whether favourable or unfavourable, so that QUFA can put forward the best case possible. It is a common misunderstanding that unfavourable information should be hidden because revealing it will reflect negatively on the Member. However, at some point, unfavourable information will come out and it is best for the QUFA representative to know about it in advance so that she or he is not surprised; it is much easier to come prepared to deal with unfavourable information. In addition, concealing information can reduce the credibility of the Member and of QUFA, and could stand in the way of reaching a satisfactory solution.

QUFA has an obligation to all Members of the bargaining unit. It may have to investigate complaints in order to make an informed decision about whether to pursue them or not. If QUFA must speak to someone other than QUFA staff to gather information about a complaint, then it will seek the Member's permission. If that permission is denied, then QUFA will have to assess whether and how it may take the complaint forward.

### **Duty of Fair Representation**

The union owes a duty of fair representation (DFR) to Members and this is described in the *Ontario Labour Relations Act*:

*74. A trade union or council of trade unions, so long as it continues to be entitled to represent employees in a bargaining unit, shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of the employees in the unit, whether or not members of the trade union or of any constituent union of the council of trade unions, as the case may be.*

This is a procedural right rather than a right to a particular outcome. It may be that a Member is dissatisfied with the outcome of a grievance process, for example, but that does not necessarily mean that the union (QUFA) acted in a manner contrary to the DFR provision. It is necessary to keep in mind that QUFA represents the whole Membership, so that sometimes the best interests of the bargaining unit as a whole might override the best interests of a particular Member.

If a Member believes QUFA has not represented him or her fairly as per the Duty of Fair Representation, the Member may file a complaint with the Ontario Labour Relations Board.

## **2. Grievance Appeals Policy**

*Approved by Grievance Committee, April 2017*

*Approved by QUFA Executive Committee & QUFA Council, May 2017*

### **Preamble**

QUFA is committed to defending the rights of its members as bargained with Queen's University. With regard to individual members, this defence ranges from providing advice and accompaniment during informal resolution processes, to filing and arguing formal grievances with the employer, to bringing formal grievances before Arbitrators for third party adjudication. Policies and protocols governing these services and decisions are posted here:

<http://qufa.ca/member-services/main/grievances/>.

This policy affords Grievors (members for whom QUFA has filed a formal grievance) processes to appeal QUFA committee decisions to abandon grievances. Normally, these decisions arise when a grievance has been put before the Provost at a Step 1 meeting and the Provost denies the grievance. At this point, QUFA must decide whether to take the grievance to an Arbitrator as Step 2 of the process or abandon it.

The Grievance Committee is the first body that considers this question and makes a recommendation to the Executive Committee. The Executive Committee makes the final decision to proceed to arbitration. QUFA is responsible to ensure that these decisions are made in a non-arbitrary, non-discriminatory and good faith manner in recognition of QUFA's duty to fairly represent its members. Factors that may be taken into account in these decisions include Collective Agreement limits and impacts, impact on the Grievor, legal merits, cost to the bargaining unit, and possible remedy. These decisions are considered at Special single-purpose Executive meetings.

This policy affords QUFA Grievors one opportunity to appeal a decision to abandon a grievance (not take it to Step 2, Arbitration) either in the case that the Grievance Committee does not recommend taking the grievance to arbitration or, if the Grievance Committee has recommended arbitration, in the case that the Executive Committee does not concur. If this internal appeal is unsuccessful, the Grievor will be informed of their rights to file an external complaint against QUFA with the Ontario Labour Relations Board.

### **Process**

#### **1. Appealing a Decision to Abandon the Grievance by the Grievance Committee**

- a. In the event that the Grievance Committee does not recommend taking a grievance to Step 2, Arbitration, the member on whose behalf the grievance was filed, the Grievor, will be informed in a timely fashion, normally by the next business day.

- b. The Grievor will have 10 business days to notify the Grievance Committee Chairperson that they wish to appeal this decision to the Executive Committee. The Grievance Chair will inform the President.
- c. The President will call a Special Executive Committee meeting and will inform the Grievor of the date of the meeting.
- d. The Executive Director will inform the University that there is an internal appeal process in effect so as to hold in abeyance timelines for informing the University of QUFA's intention to proceed to Step 2.
- e. The Grievance Committee will provide the Executive Committee with the same background information they would have received had the Grievance Committee made a positive recommendation to proceed to Arbitration.
- f. The decision of the Executive Committee will be communicated to the Grievor in a timely fashion, normally by the next business day following the Special Meeting.
- g. If the Executive Committee agrees with the Grievance Committee, the Grievor will be informed of their right to file a complaint with the Ontario Labour Relations Board and the University will be informed that QUFA will not be taking the grievance to arbitration.

## **2. Appealing a Decision to Abandon the Grievance by the Executive Committee**

- a. In the event that the Executive Committee does not decide to take a grievance to Step 2, Arbitration, following a positive recommendation from the Grievance Committee, the Grievor will be informed in a timely manner, normally by the next business day.
- b. The member will have 10 business days to notify the President that they wish to appeal this decision to an Ad Hoc Appeals Committee. The President will inform the Executive Director.
- c. The Executive Director will select two names from a pre-determined pool of QUFA members not currently serving on either Grievance or Executive Committees to form an Ad Hoc Appeals Committee.
- d. The Executive Director will inform the University that there is an internal appeal process in effect so as to hold in abeyance timelines for informing the University of QUFA's intention to proceed to Step 2.
- e. The Ad Hoc Committee will be instructed to review the case to determine if there have been any procedural errors or if there is any indication of bad faith, arbitrariness or discrimination in the actions taken by QUFA in coming to this decision. If they find any of these, they may recommend that the Executive reconsider its decision. The Appeals Committee will not be asked to decide, based on the substance of the grievance, whether it should be arbitrated.
- f. The Ad Hoc Committee will have access to the full grievance file. They may confer with one another. They may issue separate recommendations or a single recommendation and they do not have to reach consensus.

- g. The Ad Hoc Committee will have 15 working days to conclude its work and will inform the Executive Director of its findings.
- h. The Executive Director will inform the member and the President of the decision(s).
- i. In the event that the Appeals Committee finds no procedural error, bad faith, arbitrariness or discrimination, the matter will close and the University will be informed that QUFA will not be taking the grievance to arbitration.
- j. In the event that one or both members of the Appeals Committee finds procedural error, bad faith, arbitrariness or discrimination, the President will call a second Special Executive Meeting to consider the Committee's findings and to reconsider the decision to abandon the grievance.
- k. The President will convey this second and final decision to the member in a timely fashion.
- l. If the Executive Committee does not reverse its decision, the Grievor will be informed of their right to file a complaint with the Ontario Labour Relations Board.

### **3. Protocol: Handling of Grievance Inquiries by QUFA Council of Representatives**

*Approved by QUFA Council November 2010*

*URL updated October 2013*

1. All matters of grievance shall be kept strictly confidential. Any information about a member's issues or concerns should not be shared with co-workers, superiors, friends, or spouses. Bear in mind that when someone talks to you about an issue or a problem, it will not always immediately present itself as a "grievance" per se. Minor problems may turn out to be grievable issues, so it is prudent to refer all matters of concern to QUFA staff.

2. Because the Collective Agreement is bilateral, Council Representatives are not in a position to provide an authoritative interpretation of the terms of the Agreement. QUFA and Queen's Administration may have discussed a vague or ambiguous provision, for example, and have arrived at a mutually agreed upon interpretation that has not yet been incorporated into the wording of the Collective Agreement. Council members should not interpret the Collective Agreement for their colleagues. Instead, Council Representatives should refer their constituents to the Grievance-related documents on the QUFA website and to QUFA staff for clarification about the meaning or scope of the provisions of the Collective Agreement.

3. Members must contact QUFA personally if they wish further assistance. It is up to the member and not the Councillor, QUFA staff, or anyone else to make the decision about whether the member pursues a matter with QUFA's assistance or not. The Councillor who

brought the matter to the attention of QUFA staff will not be informed of the member's decisions or actions as contact by the member moves the matter into the realm of confidential proceedings.

4. QUFA staff enter all inquiries from members or Councillors into a confidential database. (See Queen's "FIPPA Contact: Freedom of information and Protection of Privacy Guidelines" at <http://www.queensu.ca/accessandprivacy/resources/FIPPAguidelines.pdf>.) Confidentiality allows QUFA staff to consult with each other without explicitly informing the member so that they can take advantage of the various sorts of expertise and knowledge they have about University matters. This is done in the member's best interests and QUFA staff will not discuss or take the matter any further without the member's consent.

5. A member's wishes to remain anonymous and to determine whether QUFA intervenes must be respected. However, QUFA appreciates receiving timely indications from Councillors of individual or multiple instances (whether a member's name is provided or not) where violations of the Collective Agreement may have occurred in their unit.

6. The Grievance Officer will contact the inquirer to gather and record as much information as possible from him/her. If there is a potentially grievable issue, the inquirer will be asked to submit a brief written account of the events in question to the Grievance Officer and/or to the QUFA office so that the query will be followed up with an accurate account of the individual's concern.

#### **4. Policy for Step 2 Grievances**

*Approved by QUFA Council September 2010*

*Amended and approved by QUFA Executive February 2014*

*Amended and approved by QUFA Council March 2014*

The exercise of our right to proceed to arbitration is normally reserved for the most serious of cases because of cost, limited nature of remedies and uncertainty of outcome. The following represent the kinds of cases that require serious consideration of the use of that right.

##### **Primary Importance:**

1. Job threatening decision.

##### **Items 2-5 are of Equal Weight:**

2. Serious violations of non-discrimination provisions.
3. Major violations of academic freedom.
4. Policy interpretations of the CA that significantly threaten the integrity of the Collective Agreement.
5. Excessively punitive action against Member(s).

**Residual:**

6. Abuse of management rights.
7. Any other University action that in the circumstances is deemed to require QUFA assistance.

The Executive Committee decides whether to move a grievance to Step 2, Arbitration, on the basis of recommendations from the Grievance Committee or the Committee to Manage the Collective Agreement.

At least one Member of the Executive will attend arbitration proceedings to represent QUFA's interests.

# 3 BARGAINING

## 1. QUFA Protocol Regarding Authority and Process for Collective Bargaining

*Approved by QUFA Executive and QUFA Council September 2010*

*Approved by QUFA Executive and QUFA Council September 2014*

This protocol is designed to clarify the process by which decisions related to collective bargaining are made within and by the Queen's University Faculty Association.

### 1. Membership

The Association is the sole bargaining agent for members of the Bargaining Unit. As a result of amalgamation, members of the Bargaining Unit are defined as those who would have been members in the two Bargaining Units that existed prior to amalgamation as defined in the respective Certificates issued by the Ontario Labour Relations Board. There are two types of membership: membership in the Bargaining Unit and membership in the Association.

#### a) Membership in the Bargaining Unit

Membership in the Bargaining Unit refers to all Academic Staff covered by one of the Ontario Labour Relations Board (OLRB) Certificates and therefore by the current Collective Agreement. Bargaining Unit members are represented by the Association. All Queen's University Academic Staff (with a few exceptions, e.g., clinician faculty who are members of the OMA and therefore excluded by the OLRB) are automatically members of the Bargaining Unit. Dues are deducted automatically by the University's Financial Services. Members of the Bargaining Unit can vote on the Collective Agreement: ratification and strike action.

#### b) Membership in the Association

Membership in the Association is open to all members of the Bargaining Unit. Membership is voluntary and may be obtained by completing an application form and ensuring that it has been received by the QUFA office. No additional payment of dues is required to become a member of the Association. Members can participate in the day-to-day decision making processes of the Association by being elected to hold an office on the Executive Committee or on the Council of Representatives, or by serving on the Negotiating Team and/or on supporting committees. Members of the Association may vote on the election of officers and on policy matters of the Association at general meetings.

In addition to those members of the Bargaining Unit consisting of the Faculty, Librarian, and Archivist, and the Sessional Adjuncts, membership in the Association is open to clinical faculty in the Faculty of Health Sciences who are eligible for membership in the Clinical Teachers' Association of Queen's University (CTAQ), and to such other groups as

the Association may determine.

## **2. Enabling Power or Authority**

- a) Members of the Bargaining Unit have the power or authority to accept or reject a negotiated Collective Agreement. Ratification of a negotiated Collective Agreement shall be conducted by secret ballot.
- b) Members of the Queen's University Faculty Association have the power or authority to delegate authority to run the affairs of the Association and manage the negotiated contracts. Members of each Council unit have the power to elect Council representatives. Members of the Association have the power to elect Officers of the Association, the right to convene special meetings, and alter the Constitution, under the authority provided by the QUFA Constitution.
- c) All members of the Bargaining Unit may attend meetings of the Bargaining Unit, which may be convened to present negotiating objectives in principle or to ratify a proposed Collective Agreement, or vote on a request for strike or other action.
- d) Progress reports on negotiations may be presented as part of the agenda at regular general meetings of the Association which are open only to members of the Association. When this is the case, members of the Bargaining Unit who are not members of the Association may attend with the permission of the Association membership then in attendance at the meeting. Special general meetings called solely for the purpose of progress reports on negotiations or a vote on a request for strike or other action for the Bargaining Unit are open to all members of the Bargaining Unit.

## **3. Delegated Authority**

### a) The Executive Committee

Under the QUFA Constitution, the Executive Committee of the Association has the responsibility to supervise collective bargaining which includes selecting and appointing and, if necessary, removing or replacing the members of a Negotiating Team, including the Chief Negotiator. The Executive Committee must report the composition of a Negotiating Team to Council for approval and must inform the membership through appropriate channels (for example, the QUFA website, general meetings, email, publications, etc.). Under the QUFA Constitution, the Executive Committee is responsible for approving bargaining positions and strategies recommended by a Negotiating Team. Accordingly, the responsibility for instructing a Negotiating Team rests with the Executive Committee. The President or designate will serve as the Chief Spokesperson, responsible to handle media inquiries; the Chief Negotiator or designate is responsible to present bargaining updates to the membership.

### b) The Negotiating Team



The Negotiating Team will choose its own recorder(s). The QUFA President and other members of the Executive or staff, and selected members of the Bargaining Unit, may, on the invitation of the Negotiating Team, attend at the negotiating table from time to time as observers or experts on particular negotiating issues.

The Negotiating Team has the sole authority to represent the Bargaining Unit in Collective Bargaining negotiations with the Employer. The Negotiating Team will develop proposals, supported by the Executive Committee, based on consultations with Bargaining Unit members which may take the form of surveys, unit meetings, QUFA meetings, special purpose advisory groups or other forms of outreach. They will consult regularly with and take instruction from the Executive Committee as to general strategy and responses in principle to proposals from the Employer.

c) The Council of Representatives

Upon recommendation by the Executive Committee and the Negotiating Team, and in accordance with the QUFA Constitution, the Council is responsible for approving general collective bargaining principles, as well as approving a Collective Bargaining Protocol. The Council also serves as a mechanism for communicating information from the Executive Committee to the general membership, and vice versa.

**4. Supportive Committees**

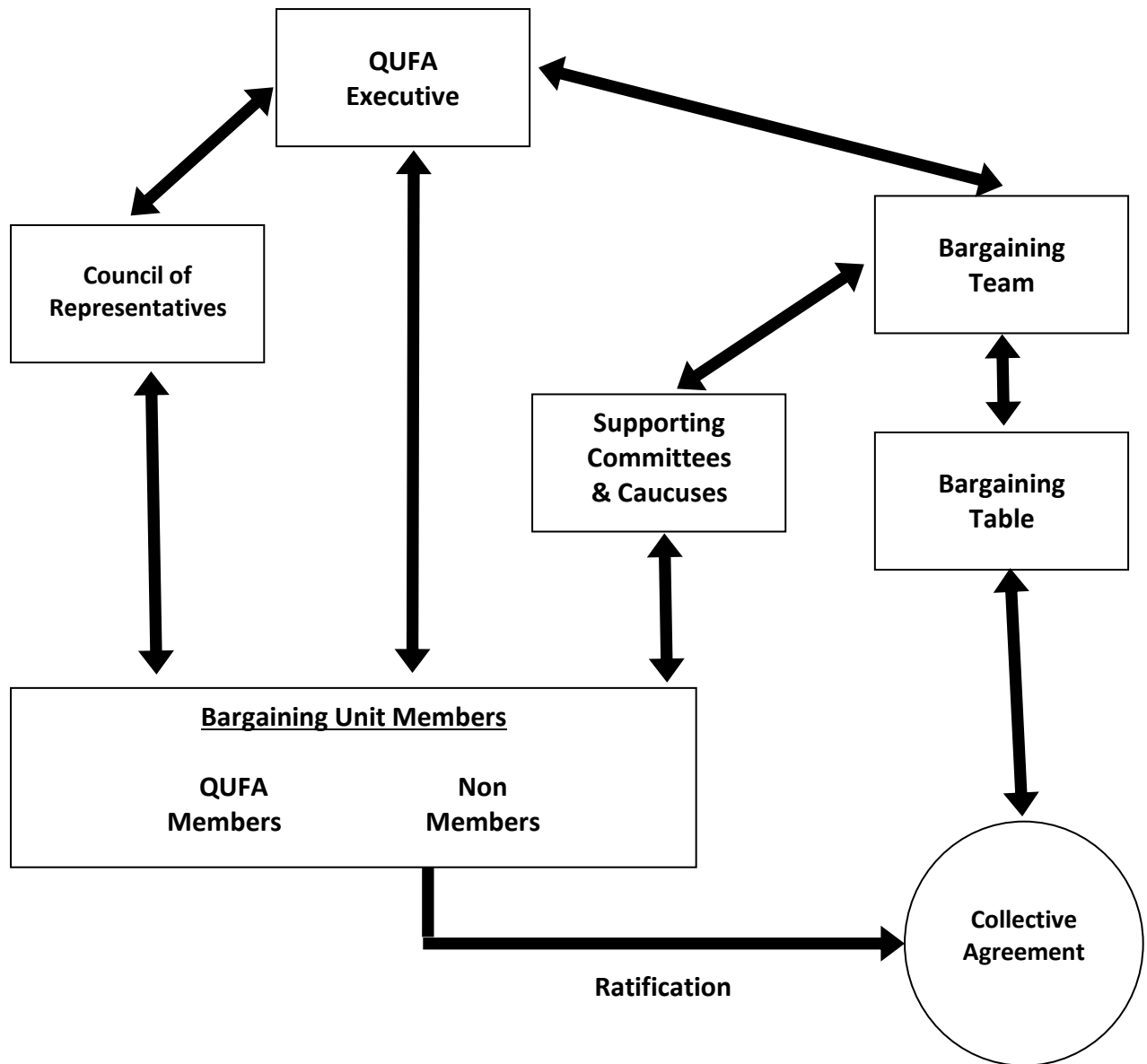
Any committees to support negotiations, such as a Normative Issues Advisory Group, a Compensation and Benefits Advisory Group, or an Adjunct Advisory Group, shall be appointed by the Executive and announced to the Council of Representatives following a call-out to Council for volunteers or nominees. From time to time, the Executive and Bargaining Team may adopt other mechanisms for consulting the general membership, such as caucus meetings, focus groups, and surveys, etc.

**5. Reporting Structure**

- a) Prior to the start of negotiations, the Negotiating Team shall present a list of bargaining objectives to the Executive for approval.
- b) During the period that a new Collective Agreement is being prepared and negotiated, a representative of the Negotiating Team, normally the Chief Negotiator, will regularly attend meetings of the Executive Committee and Council to report on the development of proposals and the progress of negotiations with the Employer.
- c) Substantive changes in normative or economic provisions developed by the Negotiating Team during negotiations will be presented to the Executive Committee for approval.
- d) Regular bargaining reports will be provided to Council, and Council feedback will be solicited on a regular basis. Any oral or written reports to Council or to the membership

during the negotiating process will be presented by the Chief Negotiator, the President, or delegated to a member of the Negotiating Team or the Executive Committee. Detailed discussions of such reports shall be kept confidential.

- e) When the Negotiating Team determines that negotiations have concluded, members of the Team will present key changes to the Collective Agreement to the Executive Committee and Council. The Executive Committee will vote to recommend the changes to the Collective Agreement to the membership or not. Council members will vote to recommend the changes to the Collective Agreement to the membership or not. Key changes to the Collective Agreement will be presented to the Bargaining Unit, along with the recommendations of both Executive and Council, for ratification by secret ballot.
- f) If the Employer exercises its option to force a ratification vote, key changes to the Collective Agreement will be presented to the Bargaining Unit for ratification by secret ballot.



## **2. Principles for Strike Action**

*Approved by QUFA Executive June 2011*

### **In the event of a strike:**

1. Our initial stance will be symbolic pickets that do not slow traffic (people and cars). Members on our picket lines will not cross the streets (for safety reasons).
2. With regard to strike pay, we will be inclusive and all members are eligible as long as they observe the strike action and do not cross picket lines.
3. We will be generous in our interpretation of why an individual might not be available for picket duty. Other duties may be assigned.
4. QUFA Members with Term or Continuing Appointments will receive full strike pay.
5. Members on pre-approved sabbaticals will not be asked to participate in job action activities. If in Kingston, they will be expected to observe the picket lines and can volunteer to join the picket lines as visitors.
6. Members on leaves (maternity, sick, etc.) will be exempt from job action duties.
7. We will provide passes for minimal support of time or nature sensitive research projects.
8. We will not prevent graduate students from working.
9. When asked by other unions and student and employee groups how they can support us, we will not say anything about crossing picket lines. We will respond to this request by inviting them to participate in events such as rallies or barbeques that are well-advertised and will be well-attended by QUFA members and media.

## **3. Facilitating Communication with the Job Action Committee**

*Approved by the Executive June 2011*

*Reference to QUFA Staff members amended September 2013*

### **Facilitating Communication among JAC, Executive, Negotiating Team and Staff**

The President is an ex-officio member of the Job Action Committee (JAC) and will be included in all communications of the Committee.

When a decision has been reached by the JAC, the President will forward that decision to:

1. the Chief Negotiator and the Labour Relations Officer (QUFA Staff) to share with the bargaining team;

2. any QUFA Executive Officers not on the JAC and/or the whole QUFA Executive when appropriate;
3. the Executive Director and any other QUFA staff who need to be aware of the decision.

### **Communications to QUFA Members**

All communications to members must be approved by the President and the Chief Negotiator. The Executive Director must be copied on any decision to post, email, mail or otherwise contact members and shall be sent a copy of the message.

When circulating drafts of member communications, the sender should clarify whether the draft is to be edited, approved or is for information purposes only, so as to avoid duplication of work.

# 4 FINANCES

## 1. Investment Policy

*Approved by QUFA Council March 2012*

The Finance Committee shall manage the investment of the monies of QUFA following the policy laid out below. The Finance Committee is a standing committee as defined in the QUFA Constitution (revised version 2010). The Finance Committee normally consists of the Treasurer (Chair), President, Vice President, and Past President.

The investment policy followed by the Finance Committee is as follows:

1. The overall investment strategy is to maintain liquidity and security of principal and generated interest.
2. In accordance with point 1 above, the monetary assets of QUFA shall be invested in redeemable investments such as guaranteed investment certificates and bonds offered by Canadian financial institutions, Canadian federal and provincial governments, and government agencies.
3. Normally, the assets of QUFA shall be invested in a laddered, balanced fashion with maturation intervals ranging from six months to three years.
4. Maturity dates should be spread over the year, if possible.
5. All investments, new investments and re-investments, shall be assessed and approved by the Finance Committee. The signatures for purchasing new investments or re-investments shall be from the President (or designate) and the Treasurer.
6. When an opportunity for increased return presents itself, the Finance Committee shall assess the opportunity and decide whether to proceed or not. A decision to proceed shall be forwarded to the Executive for approval.
7. The Finance Committee shall monitor the investment performance of the assets and report to the Executive from time to time, but at least twice a year during the periods leading up to the Spring General Meeting and the Fall General Meeting of the association members.

## 2. Reserve Fund Policy

*Approved by QUFA Executive June 2017*

*Approved QUFA Council September 2017*

In keeping with sound financial planning and practice, QUFA will maintain a Reserve Fund equivalent to one year's operating expenses. This fund may be used for exceptional legal, financial or labour action needs.

Any change to the Reserve Fund, including setting new fund levels or spending from the Fund, requires the approval of Members in a regular vote taken at a duly convened General Meeting.

# 5 PENSIONS

## 1. University Pension Plan Consent to Transition Process

*Approved by QUFA Executive September 2018*

*Approved by QUFA Council October 2018*

In the event that a University Jointly-Sponsored Pension Plan is created and Queen's University seeks QUFA's consent, on behalf of its members, to join the new plan, QUFA will determine its answer based on consultation with eligible QUFA members. Information about the proposed change of pension plans will be shared with QUFA members via a variety of media including the QUFA website, email blasts, Facebook and twitter notifications and any other mode that will reach members effectively.

QUFA will hold a referendum to gauge member support for joining the new pension plan as follows:

- The vote shall be open to all QUFA members who are, at the time of the vote, contributing members of the QPP.
- The vote shall be held electronically and shall be hosted by a reputable third party.
- The vote shall be open for at least two weeks and shall be repeatedly announced to ensure that eligible members have the opportunity to vote.

In order for QUFA to assent to the conversion of pension plans, two thirds (2/3s) of eligible QUFA members must consent to the change.

QUFA will announce that either it grants consent or that it is withholding consent.

## 2. QUFA Sponsor Board Delegate Terms of Reference

*Approved by QUFA Executive April 2019*

*Approved by QUFA Council September 2019*

QUFA will, from time to time, have the right to name a member of the Labour Side of the University Pension Plan (UPP) Sponsor Board. The delegate's term is four years with one renewal possible. QUFA retains authority over recalling their delegate at any time. There is a Labour Sponsor Board Agreement (originally signed January 10, 2019) governing how rights to name delegates rotate among participating Faculty Associations of the UPP.

### **Appointment & Recall Process**

The QUFA Executive will make recommendations to fill a Sponsor Board vacancy or recall a QUFA delegate to the Sponsor Board to the QUFA Council. The appointment or recall will be

enacted upon ratification by QUFA Council. Appointments and recalls will be announced to QUFA Members by regular channels.

### **Eligibility & Qualifications**

1. The QUFA delegate to the Sponsor Board must be either a contributing member of the pension plan or a staff person employed by QUFA.
2. The successful candidate will have a(n):
  - a. Working knowledge of pension benefits and governance;
  - b. Understanding of and respect for QUFA's structure and QUFA Members' needs;
  - c. Demonstrated ability to work cooperatively within QUFA;
  - d. Working knowledge of board governance;
  - e. Commitment to doing Sponsor Board Member work over the term.

### **Responsibilities and Expectations**

1. The QUFA delegate to the UPP Sponsor Board shall regularly attend meetings of the UPP Sponsor Board including those face-to-face meetings convened from time to time that require the delegate to travel.
2. Reasonable expenses incurred by the delegate in carrying out their duties will be borne by the UPP or QUFA. If the latter, the delegate will abide by QUFA's Travel Expense Policy.
3. The delegate will report to the Executive Director and/or the President on an ad hoc basis as to the activities of the Sponsor Board. They may attend QUFA Executive or Council meetings from time to time for the purposes of updating leadership on UPP matters.
4. The delegate will be empowered to use their discretion in voting on behalf of QUFA at the Sponsor Board but will be expected to seek a mandate for any issue which has significant material or political consequences for QUFA Members or QUFA as a trade union.
5. The delegate will produce an annual report in March of each year for circulation to the Executive, Council and to Members as part of the Spring General Meeting Agenda package.
6. Normally, the delegate will attend the Spring General Meeting to take questions from members.

Substantive breach of these expectations may result in recall.



# 6 POLITICAL ACTION & COMMUNICATIONS

## 1. Protocol for Communications to QUFA Members

*Approved by the QUFA Executive February 2011*

*Amended and Approved by QUFA Executive December 2013*

*Approved by QUFA Council December 2013*

### General Principles

1. All communications are previewed for accuracy and style unless they are formulaic and have already been vetted.
2. All sensitive communications should be approved by relevant Executive Officers which may include PACC Chair, JCAA Co-Chair, Grievance Chair, President, Vice President, Past President, Council Chair, and Chief Negotiator.
3. Not every communication is 'sensitive' and so may be approved by smaller numbers of people.
4. All emails are authored and list specific contacts for more information in the body of the email.
5. Normally, emails will include proper salutations (Dear Members, Sincerely, etc.)
6. All emails will have an accurate subject line with 'QUFA' included for ease of searching.
7. QUFA-L includes all Members all of the time – no exceptions, no 'unsubscribe' possible so that it can be used for essential notice of meetings.
8. QUFANews is for informational emails (Voices, Digest).
9. Notices of meetings shall be sent from qufa@ with qufa2@ as the alternate when the ED is away.
10. As much as possible, all communications can also be found on the website in appropriate places and in a timely manner.
11. Every key role in the communications process will have a back-up to ensure timely processing.

### 1. Notices of Meetings

#### a. General Meetings

Medium: Sent to the QUFA-L listserv that includes all Members

Timeline: Constitutional and other motions are sent two weeks prior to the meeting; agenda packages are sent one week prior. General Meeting Agendas (not Agenda Packages) are posted on the website Events page on the day they are sent and an Announcement is created on the home page to indicate that the Agenda is available.

Author: Notification emails are authored by the Secretary.

**b. Council Meetings**

Medium: Sent to QUFREP-L listserv that includes Reps and Executive.

Timeline: Notice of Meeting and Draft Agenda are sent one week prior. A complete Agenda Package is sent before the weekend preceding the meeting.

Author: The Executive Director is the contact person on these emails.

**c. Bargaining-Related Meetings (Proposal Review, Updates, Strike Vote, Ratification when there is no job action)**

Medium: Sent to QUFA-L listserv (all Members).

Timeline: One week in advance of the meeting with appropriate notices (as determined by the Chief Negotiator and President) posted to the website.

Author: The President and Chief Negotiator are the contacts.

**d. Ratification Meetings During Job Action**

Medium: Sent to QUFA-L listserv (all Members).

Timeline: One day (24hrs) in advance of the meeting with *appropriate notices* (as determined by the Chief Negotiator and President) posted to the website.

Author: The President and Chief Negotiator are the contacts.

**2. Educational & Mobilization Communications**

**a. Reminders of Deadlines & Procedures**

Medium: Sent to appropriate listserv (Adjuncts, all Members, Representatives) from appropriate staff email with announcement posted to website.

Timeline: As appropriate.

Author: As appropriate with contact information.

Content: As determined by the CA and relevant committees.

**b. QUFA Voices**

Subject Line: QUFA Voices [Month Year]

Medium: Sent by Voices editor (Communications Support Person) to QUFANews listserv (and Faculty Relations) and posted to website.

Timeline: As determined by the Executive and Editor and allowing for editorial review.

Author: Editor is the contact in the email.

Content: As approved by the Executive Committee.

**c. QUFA Digest**

Subject Line: QUFA Digest [Month Year]

Medium: Sent from qufanews@ to QUFANews listserv with linked material on the website.

Timeline: Monthly following each Executive Committee meeting.

Author: Executive Director is the contact.

Content: As approved by the PACC and Executive Committees.

**d. General Collective Agreement Information/Interpretations (KYCA, Infosheets, brochures etc)**

Medium: Sent from staff emails to appropriate listserv OR posted directly to website using appropriate template for consistency of colour, design and style.

Timeline: As required and following preview for content, accuracy and style.

Author: As required so that brochures may carry no specific attribution though there will always be contact information.

Content: As determined by the CA and approved by relevant committees.

**e. Bargaining Updates**

Medium: Sent from qufa/fitzgibb to QUFA-L listserv and posted on the website as appropriate.

Timeline: As determined by the Chief Negotiator in consultation with the President and with preview for accuracy and style.

Author: Chief Negotiator is the primary contact.

Content: As approved by the Chief Negotiator and President.

**3. Website Management**

**a. Structure/Layout**

The Website Committee considers changes to this and sends its recommendations to the Executive Committee.

**b. Content**

Website content mirrors other communications such that approval is generally pre-determined under #2 above. Novel content (website only) will be approved following protocols for commensurate types of information or General Principles. The Executive Director and Communications Support Person will be responsible to update the website with GoSaBe (Sarah and Ben) as back-up.

**4. Social Media (Twitter, Facebook)**

**a. Management**

The Communications Support Person is responsible for QUFA's Twitter and Facebook accounts. The Executive Director will serve as back up.

**b. Content**

The Executive Director and Communications Support Person will determine what to tweet or post to Facebook from among pre-approved communications. During bargaining, the Chief Negotiator and President will decide what can be cross-posted to these media.

## **2. Municipal, Provincial and Federal Elections Policy**

*Approved by QUFA Executive December 2014*

*Approved by QUFA Council January 2015*

1. When an election at any level involves issues germane to QUFA and its Members, a message will be sent to Members and posted on the QUFA website that includes:
  - a. a reminder to vote with the date of the election;
  - b. links to reliable sources of information, news and analyses from organizations with which we are affiliated (CAUT, OCUFA, CLC, OFL, KDLC).
2. This message and web post may additionally include:
  - a. details of community or campus events such as all-candidates meetings;
  - b. information about voter registration for Members new to Kingston.
3. QUFA will not endorse particular candidates. The QUFA website may link to online candidate endorsements made by organizations with which we are affiliated (see list above) for information only. QUFA will not distribute candidate endorsement flyers or links by email.

# 7 MEMBER RELATED

## 1. Accessibility Standards for Service Provision

*Approved by QUFA Executive September 2017*

*Approved by QUFA Council, as amended, November 2017*

### 1. PURPOSE AND POLICY STATEMENT

The goal of the *Accessibility for Ontarians with Disabilities Act, 2005* (the “Act”) is to create a more accessible Ontario, by identifying, and to the extent possible, preventing, and eliminating barriers experienced by persons with a disability. The Accessibility Standards for Customer Service (“the Standard”) has been established under the Act to ensure goods and services are, where at all possible, equally accessible to every member of the public.

QUFA strives to make its services accessible to persons with disabilities. The objective of this policy (the “Policy”) is to ensure we meet the requirements of the Standard and promote its underlying core principles, described below.

### 2. APPLICATION

The Policy applies to all persons who, on behalf of QUFA, deal with QUFA Members or other third parties. This includes our employees, volunteers, agents and contractors.

The Policy also applies to all persons responsible for the development, implementation or oversight of QUFA policies, practices and procedures.

### 3. DEFINITIONS

- i. *Assistive Device* - Any device used to assist a person in performing a particular task or tasks or to aid that person in activities of daily living.
- ii. *Disability* – Has the same definition as is provided under the Act and Human Rights Code, R.S.O. 1990, c. H.19.
- iii. **Guide Dog** - means a guide dog as defined in section 1 of the *Blind Persons’ Rights Act*
- iv. **Service Animal** - An animal is a service animal for a person with a disability,
  - (a) if it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
  - (b) if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.
- v. **Support Person** – A person who accompanies a person with a disability to assist with communication, mobility, personal care or medical needs or with access to services.
- vi. **“We”, “Our” and “Staff”** means QUFA and its employees, volunteers, agents and contractors.

#### 4. CORE PRINCIPLES OF THE POLICY

We endeavor to ensure that the Policy and related practices, policies and procedures are consistent with the following four (4) core principles:

- i. **Dignity** – Persons with a disability should be treated as valued persons as deserving of service as any other person.
- ii. **Equality of Opportunity** – Persons with a disability should be given an opportunity equal to that given to others to obtain, use and benefit from our services.
- iii. **Integration** – Wherever possible, persons with a disability should benefit from our services in the same place and in the same or similar manner as any other person. In circumstances where integration does not serve the needs of the person with a disability, services will, to the extent possible, be provided in another way that takes into account the person’s individual needs.
- iv. **Independence** – Services should, where possible, be provided in a way that respects the independence of persons with a disability. To this end, we will be willing to assist a person with a disability but will not do so without the express permission of the person.

#### 5. IMPLEMENTATION

QUFA is responsible for:

- i. Developing and implementing policies, practices and procedures to ensure the accessible provision of services to persons with a disability.
- ii. Developing and implementing an accessibility training program as required by the Standard.
- iii. Developing a feedback procedure as required by the Standard.

#### 6. PROVIDING GOODS AND SERVICES TO PEOPLE WITH DISABILITIES

##### I. Policies, Practices and Procedures

QUFA shall make all reasonable efforts to ensure that its policies, practices and procedures which impact the delivery of its services to Members or to other third parties are consistent with the principles of dignity, equality of opportunity, integration and independence as defined above.

##### II. Communication

QUFA strives to communicate with members of the public in a manner that is accessible and that takes into account the disability.

##### III. Assistive Devices

*Persons with a disability are permitted, where possible, to use their own Assistive Device when on our premises for the purposes of obtaining, using or benefiting from our services.*

If there is a physical, technological or other type of barrier that prevents the use of an Assistive Device on our premises we will first endeavour to remove that barrier. If we are not able to remove the barrier we will ask the person how he/she can be accommodated and what

alternative methods of service would be more accessible to him/her. We will make reasonable efforts to provide an alternative means of assistance to the person with a disability.

#### **IV. Service Animals**

*Persons with a disability may enter the QUFA premises accompanied by a Service Animal or Guide Dog, and keep the Service Animal or Guide with them, if the public has access to such premises and the Service Animal or Guide Dog is not otherwise excluded by law.*

If a Service Animal or Guide Dog must be excluded by law, we will explain why this is the case and explore alternative ways to meet the person's needs.

#### **V. Support Persons**

A person with a disability may enter QUFA's premises with a Support Person and have access to the Support Person while on the premises. QUFA may require a person with a disability to be accompanied by a Support Person where it is necessary to protect the health or safety of the person with a disability or the health or safety of others on the premises.

#### **VI. Notice of Temporary Disruptions**

QUFA will send out a notice if there is a planned or unexpected disruption of a facility or service persons with a disability use to access our services. The notice will be posted at the entrance of the applicable premises and on the home page of QUFA's website.

The notice will include the following information:

- That a facility or service is unavailable.
- The anticipated duration of the disruption.
- The reason for the disruption.
- Alternative facilities or services, if available.

### **6. TRAINING**

QUFA will provide training, and ongoing training as required under the Standard, to all persons to whom this Policy applies.

#### **A. Content of Training**

Training will include:

- A review of the purpose of the Act and requirements of the Standard.
- A review of this Policy and any others related to accessibility.
- How to interact and communicate with persons with various types of disabilities.
- How to interact with persons with a disability who use an Assistive Device or require the assistance of a Service Animal or Support Person.

- How to use equipment or devices made available on our premises to assist persons with a disability to obtain, use or benefit from our goods and services.
- What to do if a person with a disability is having difficulty accessing our premises and/or services.

#### *B. Timing of Training*

Training will be provided to all persons to whom this Policy applies as soon as practicable after he or she is assigned the applicable duties.

### **7. FEEDBACK PROCEDURE**

#### *A. Receiving Feedback*

QUFA welcomes and appreciates feedback regarding how it delivers services to persons with disabilities. Feedback can be provided in the following ways:

- i. In person at the QUFA office.
- ii. By telephone at 613-533-2151.
- iii. In writing to 9 St. Lawrence Ave., Kingston ON, K7L 3N6.
- iv. Electronically to [qufa@queensu.ca](mailto:qufa@queensu.ca) or on disk.

#### *B. Responding to Complaints*

Where possible, we will respond to complaints within two (2) weeks of the date that the complaint is received. In certain circumstances we may be required to take more action to effectively address the complaint. In such circumstances the complainant will receive an acknowledgement that the complaint has been received within two (2) weeks and we will respond to the complaint as soon as is practicable thereafter.

### **8. QUESTIONS ABOUT THIS POLICY**

For more information about this Policy or for questions regarding QUFA's accessible customer service practices please contact:

Leslie Jermyn, Executive Director  
 Tel: 613-533-3033  
 Email: [jermynl@queensu.ca](mailto:jermynl@queensu.ca)

### **9. POLICY REVIEW**

This policy will be reviewed annually by the Executive Committee and QUFA Council, usually at the Executive Committee Retreat or Council Training, but at least by the end of fall term.



## **2. Travel Information for QUFA Volunteers & QUFA Staff**

*Revised June 2018 to reflect new CAUT per diem rates and staff changes*

*Approved by QUFA Executive June 2018*

*Revised in the Staff Employment Policy, Approved by Executive & Council, 2020*

### **1. QUFA Travel Guidelines**

The fundamental principle underlying these guidelines is that people should not be out-of-pocket for necessary expenses incurred while on QUFA business, providing such expenses are reasonable.

QUFA will not be responsible for undue charges. QUFA will pay for return transportation, including airport transfers, taxi or public transit fares, hotel accommodation and per diem prorated to the time away.

Payment of expenses is contingent upon submission of an Advance Travel Form, full attendance at the authorized meeting, submission of an expense claim and receipts where required, and authorization by the Treasurer or ED of the expenses incurred.

**TRAIN:** Book economy fares; business class is used only if you are travelling over a mealtime.

**CAR:** Mileage is reimbursed at the current CAUT rate of \$0.58/km.

**PARKING:** Parking may be claimed where necessary. Save receipts when available.

**PUBLIC TRANSIT/TAXI:** Use public transit when efficient and safe to do so. Taxi charges are allowable where necessary.

**MEALS:** QUFA follows CAUT's per diem rates which are currently: Breakfast \$19, Lunch \$19, Dinner \$48, Sundry \$17 = \$103/day. Only expense meals that were not otherwise provided at the venue or during travel. Receipts are not required.

**HOTELS:** When possible, reserve early using conference rates which are available for CAUT and OCUFA events. Receipts are required.

**REGISTRATION FEES:** Book as early as possible where early bird discounts are available.

**MISCELLANEOUS:** The following items will not be reimbursed: hotel services such as movies, mini-bars, laundry, etc., pet care, personal entertainment and refreshments.

### **2. Advance Approval For Travel**

Your travel on behalf of QUFA must be authorized in advance by the ED or the Treasurer. To fulfill QUFA's obligations to our auditor, please fill out an Advance Travel form and bring it to our Administrative Officer. An Advance Travel Form is available from the QUFA website:

<https://qufa.ca/wp-content/uploads/2018/07/Advance-Notice-of-Travel-Preliminary-Budget-Form.pdf>.

### **3. QUFA Reimbursement For Travel**

Please submit your receipts attached to a list of all expenses that you are claiming with a date and your signature to the QUFA Office Administrator. An Expense Claim Form is available from

the QUFA website: <https://qufa.ca/wp-content/uploads/2018/07/QUFA-Travel-Claim-Form-June-2018.pdf>.

#### **4. Travel Paid by OCUFA**

For travel to some OCUFA events, arrangements are made with them through [ocufa@ocufa.on.ca](mailto:ocufa@ocufa.on.ca). They have different policies and forms for expense claims. Please see here for information: <https://ocufa.on.ca/members-area/expense-claim/>.

#### **5. Travel Paid by CAUT**

Any expenses covered by CAUT will not be paid by QUFA; conversely, if you are attending a CAUT event for QUFA, expenses not covered by CAUT will be covered by QUFA following normal practices. More information can be found on the CAUT website: <https://www.caut.ca/membership/resources-for-members/expense-claims>.

##### **i) CAUT Council**

CAUT pays for one delegate's travel from each local Association per CAUT Council meeting. Normally QUFA's delegate is the President or Vice President and ED.

##### **ii) CAUT Committees**

If you have been elected to a CAUT Committee, your expenses will be paid by CAUT. Expense forms are provided on their website or at your committee meeting.

##### **iii) CAUT Workshops or Conferences**

QUFA pays for your attendance at CAUT Workshops or Conferences unless you are an organizer. If you are an organizer, you are likely a member of a CAUT committee in which case CAUT will cover your expenses.

### **3. Recording Member Attendance at QUFA Events**

*Approved by QUFA Executive September 2013*

*Amended and approved by QUFA Council September 2013*

QUFA invites Members to a variety of events each year. Some are required by the constitution and have quorum requirements for business to be conducted (Executive Committee, Council, General Meetings). Proper procedure dictates that we keep records of attendees at these meetings to demonstrate to any Member or auditor that quorum was met when decisions were made.

Other meetings are for information sharing or mobilization purposes (Annual Lecture, Socials). Any time a Member takes the time to respond to a QUFA callout, we should be aware of who they are and what drew them to us. In addition, all events require the expenditure of resources

and so should be 'accounted for' in our records. Member completion of attendance sheets at non-business meetings will be voluntary and QUFA would retain these records in strictest confidence.

**MOTION:** Moved that attendance records be kept for all QUFA events (formal or informal) to which general Members are invited. These records should include name, department/unit of work and contact information (email or work telephone). C. Christie; J. Morelli Carried

#### **4. QUFA Distinguished Service Award Policy**

*Approved by QUFA Executive December 2013*

*Approved by QUFA Council December 2013*

QUFA will honour dedicated and long-serving Members or those who have gone above the call of duty with a Member appreciation award as follows:

**Name:** QUFA Distinguished Service Award

**Frequency:** Annual

**Number of Awards:**

- There are two categories of award:
  - one to acknowledge those with continuing appointments;
  - one for those on term contracts.
- There is no minimum or maximum number of awards. There may be years with no suitable recipients and others where we wish to honour a number of people (e.g., when a number of long-serving members retire or following bargaining).

**Awards Committee:** the Nominations Committee struck each January.

**Process:** In the same way that the Nominations Committee seeks candidates for committee positions, it will invite all active volunteers to suggest anyone they think ought to be considered for a DSA (by direct contact, Voices or other announcements). Nominators will complete the Nomination Form (see below). Nominations will be accepted from QUFA Members but staff are encouraged to suggest names. The Nominations Committee will submit its recommendations to the Executive Committee for final approval by March each year.

**Criteria:**

- The primary criterion is outstanding service to QUFA Members either over a long period of time or through intensive participation in specific activities like bargaining or strike preparation.
- The types of contributions that will be considered include:

- committee participation/leadership;
- alliance building on campus or in the community;
- leadership on particular projects of import to QUFA members (eg. pension analysis/reform);
- intense behind-the-scenes work to support more public activities; and,
- long-term and consistent contributions to QUFA’s mandate.
- Current or past Membership in QUFA.

The Nominations Committee will take into consideration the fact that Term Contract Members often take greater risks and make bigger sacrifices to participate when making its recommendations.

**Outcome:** Members selected to receive a DSA will be notified in advance of the Spring General Meeting and invited to attend the meeting where the Award will be presented. With the permission of DSA recipients, their names will appear in QUFA Voices and on the website.

## Appendix A QUFA Distinguished Service Award Nomination Form

Date: \_\_\_\_\_

### **Nominee Information**

Name: \_\_\_\_\_

Type of employment contract:

- Continuing Appointment
- Term Contract
- Retired
  - Continuing Appointment
  - Term Contract
- Not sure

Unit or Faculty: \_\_\_\_\_

### **Nominator Information**

Name: \_\_\_\_\_

Unit or Faculty: \_\_\_\_\_

### **Reason for Nomination**

Please outline why you think this person should receive a QUFA DSA. Attach additional documents if necessary.

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Nominator Signature

**5. Campus Closure Policy**

*Approved by QUFA Executive March 2020*

*Approved by QUFA Council April 2020*

In the event that Queen’s University closes the campus for health and safety reasons, QUFA will suspend constitutionally necessary face-to-face meetings until they can be rescheduled on campus.

If the closure results in delays in necessary governance processes including but not limited to Executive Committee elections, budget or financial statement approvals, or constitutional reviews or revisions, the status quo will be assumed to prevail until required meetings can be convened. Constitutional deadlines will be in abeyance during the closure and for a reasonable period thereafter.

The sitting QUFA Executive Committee will continue to manage QUFA’s day to day business and any time sensitive matters using email and telephone communications during the closure.

## **8 HISTORICAL POLICIES**

**1. Policy on Accessibility**

*Approved at the AGM April 2001*

**MOTION:**

Given that,

1. Undergraduates in Ontario now carry, on average, a \$20,000 debt at graduation, while

graduates carry debts of \$50,000 and up (in the professional programmes these figures are much higher);

2. Accessibility studies reveal declines of up to 9% throughout Ontario between 1991-1998 in enrollment of students from lower socio-economic backgrounds and it has been demonstrated that nothing even close to an adequate study of the full implications of rising tuition costs in Canada has been made;
3. Tuition increases have been used to meet shortfalls in public funding so that fees, as a share of Canadian university operating revenues, have increased from 11.6% in 1981 to 26.7% in 1999 and at Queen's the increase is from 15% (1981) to 28.2% (1999);
4. In a referendum of Queen's Arts and Science Students (Fall 2000), 91% of students, in a record turnout, opposed tuition deregulation;
5. QUFA has endorsed the Queen's Senate document "Accessible Education for Citizens and Leaders in a Global Society of the 21<sup>st</sup> Century," (March 30, 2000);
6. Canada endorses the UN Universal Declaration of Human Rights, which reads, in part: "Everyone has the right to education ... [and] higher education shall be equally accessible to all on the basis of merit.";
7. To rapidly move Queen's with its (CAN) \$350 million endowment toward an American model of a private university with an endowment of (US) \$8 billion is unfeasible;

It is moved that QUFA supports Queen's status as a publicly-funded university that shall be accessible to all students motivated and talented enough to enroll in any of the University's programmes;

That QUFA opposes additional deregulation of tuition that would lead to increased economic burdens placed on students, and to a further decline in accessibility in terms of both entry and retention of students;

That accessibility be defined in terms of affordability, without unmanageable debt for students independent of socio-economic background; and

That any studies of accessibility must include factors such as those linked to class, race and gender than may prevent potential students from considering Queen's.