



QUFA ALERT!

Queen's University Faculty Association Bargaining Alert

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Thematic Overview of Tentative Collective Agreement 2022-2025

A comprehensive overview of the amendments, additions, and deletions to the existing Collective Agreement

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The 2022 Bargaining Team unanimously recommends the tentative agreement we negotiated over eight months from 14 June 2022 to 10 February 2023. We present the amendments, additions, and deletions to the existing Collective Agreement (CA) in two formats for your review and assessment:

1. A track-changes document consisting of all articles and back matter altered by the new terms so that you can assess the actual language we negotiated. Some elements are noted but not complete in compensation because there are many components of compensation that will be adjusted when the ATB is run through the agreement.
2. This thematic overview that ties back to our mandate and explains, in principle, what changes we negotiated to which parts of the CA.

Please note that there are two elements that form part of the package before you for ratification that will not form part of the new CA: a letter respecting a Library Forum and a letter respecting QUFA seats on a sub-council of UCARE. These are appended to the track-changes document for review only.

We hope to move the ratification process along quickly so that, if members concur and ratify the new terms, we can encourage Queen's to do the same, and to move to implement salary adjustments and retro payments. If members do not ratify, the alternate process is outlined in Bargaining Alert 14.¹

The thematic areas we will address are:

- Compensation (Salary, Merit, and Stipends, except Term Adjuncts)
- Librarians and Archivists
- Equity and Diversity
- Adjunct Matters (including compensation changes)
- Academic Workplace and Working Conditions (IP, Privacy, Supports)
- Labour Relations (Grievance, Discipline, Procedural Updates and Practical Corrections, Stale-dated Language, and Deletions)
- University Concessions

In grappling with the complexity of these proposed changes, it is helpful to recall that when we set the mandate and initiated bargaining in 2022, we were under Bill 124, which had the effect of moderating our wage proposals to 1% per year for

three years. This resulted in the decision to focus on substantive changes that had not received much attention since 2015, and to do a "deep dive" to clean up the CA since money was not going to be the primary issue of contention. As you know, Bill 124 was declared by the Ontario Superior Court to be of no force or effect on 29 November 2022, while we were still negotiating. This meant that, on top of our extensive substantive proposals, we were also able to negotiate compensation in all respects. The result is an extensive list of changes; this is all to the good for members but makes for lengthy reading.

If you can take some time to review this document before the Ratification Member Meeting on 23 February 2023 at 2.00 p.m. via Zoom, you will be able to take most advantage of the Q&A portion of that meeting.

Compensation

(Articles 28, 29, 36, 42; Appendices K, S, M, N; LOA 4 and Pension MOA; New MOA on Annual Performance Review and Merit; New Joint Working Group on Compensation)

This category impacts more than the sections of the CA named above because the across-the-board (ATB) increases automatically change dollar amounts in other Articles (such as 7) and other Appendices (such as L, T, and U); these changes are not mapped in the track-changes document. This description will focus on non-automatic compensation changes.

This category captures the following areas:

- Salary ATBs and retroactive payments;
- Stipend and professional expense increases;
- Shift to Annual Merit and Assessment; and
- Establishment of a Joint Working Group on Compensation.

There are also many changes to Adjunct Compensation that are addressed in the “Adjuncts Matters” section below

As you know, we agreed to ATBs of 3.5% for 2022, 3% for 2023, and 3% for 2024 (Article 42). The first adjustment will be applied retroactively to May 2022, along with the merit adjustment (see box at right). There will be a lump sum payment to capture this additional owed salary, possibly in April. All elements of the CA that are impacted by the ATB (such as Floor F in Article 42) will be adjusted when the final CA is prepared.

As we have moved the term of the new CA to 1 July 2022 to 30 June 2025, salary adjustment will move in future to July (for 2023 and 2024). In addition, we agreed to return to annual merit assessment and to shift the assessment year to the academic year (July to June). Please see the box at right for more details about how merit assessments will apply to salary in the coming years.

In addition to increases to salaries, we also negotiated an increase to the minimum Heads’ stipends (Library and departmentalized faculties) of \$1,500 (Article 42). We negotiated increases to Professional Expense Reimbursements (Article 36) in 2022 to \$2,458 for continuing Members and \$350 per half-credit course for Term Adjuncts; these amounts will be adjusted in 2023 and 2024 by the ATB of 3% each year. As well, these

Transition to Annual Merit Based on Academic Year (Articles 28, 29, and New MOA on Annual Merit)

In order to return to an annual merit assessment, while also transitioning to a new salary adjustment (in July) and a new assessment period (Academic Year), the Parties agreed to the following:

1. Calendar years 2020 and 2021 have already been reported and assessed, though no merit scores have yet been released. This is the final biennial assessment, and the Parties agreed to allow it to play out as planned, which means that two scores will be assigned for these years, those scores will be averaged, and the average will be applied to two years’ salary adjustment (May 2022 and July 2023).
2. To transition to assessing Academic Year (July to June), all of 2022 and the first half of 2023 (January to July) will be assessed together. Members will report on this period in the early fall of 2023. This assessment of performance will be applied to salary in July 2024.
3. To account for the longer period to be reviewed (18 months or 1.5 times longer) and thus the greater incidence of meritorious performance, the band of additional points will be raised for this assessment for both Faculty and Librarians and Archivists by a factor of 1.5 (see the new MOA for details).
4. Thereafter, 12-month periods from July to June will be reported each fall and the assessment will be applied to the salary adjustment the following July.

amounts can now roll forward for 3 years to allow Members to amass greater sums. Commensurate with increases to Term Adjunct Base Stipends, Online Course stipends (Appendix S) are proportionally increased.

Given that the demography of membership changes with respect to the age of Members’ children, we negotiated a provision that would see unused money from either the Childcare Fund or the Tuition Support Plan (Appendices M and N) move to the other fund to cover oversubscription if needed. We increased the maximum tuition support claim to \$4,000 per year (\$2,000 per term). We also amended Appendix K Anomalies Side Table to make clear that the same procedures for identifying anomalies across the faculties where this applies will be used for anomalies assessments for the Library and Archives.

With respect to LOA 4 (Voluntary Phased Retirement Program) and the Pension MOA, the University pushed

to have both subsections dated to apply for the duration of the new CA (2022-2025). They may renew a push to have these agreements removed from the CA the next time we bargain. The Parties agreed to remove the Phased Retirement Program application from the CA because it has been amended and is properly found on the Faculty Relations Web site.

Finally, the Parties acknowledged at the outset of this round of negotiations that they may be interested in discussing changes to the salary model, including how merit and progress through the ranks are assessed and applied. When negotiations started, Bill 124 was still in force and QUFA did not want to consider major changes when constrained by wage moderation. Instead, the Parties have agreed to create a joint working group to consider the current salary model and alternatives they may want to bargain for in 2025 (New Joint Working Group on Compensation).

Librarians and Archivists

(Articles 2, 25, 31, 33, 41; Letter from the University Librarian to the President of QUFA)

Some terms and definitions have been updated: see Article 2 for “Library department” and Article 41 for “Library department head.” These terms are then updated as relevant throughout the CA.

In Article 25, the library and archivist appointments committee can be augmented by a Member with expertise relevant to the appointment, and there is a new Abridged Appointments Committee process for replacing Librarians and Archivists on leave for up to a year.

Librarians and Archivists are entitled to one 12-month academic leave over their career (but not as their first leave) (Article 33). Along with providing clarifying language about second and subsequent leaves, 33.1.2.9 allows for leaves of 4 months after 3 years (vs. 8 months after 6 years). Other process language has been deleted because 33.1.3.1 covers the process for application for librarian and archivist leaves.

The new definition of “library department heads” in Article 41.7.1.1 now mirrors the definition of “department heads” in 41.1.2. The provision about library department heads’ responsibilities now mirrors the same provision for department heads. The sentence “in coming to a decision about renewal, there shall be a presumption in favour of renewal” in 41.7.3.1(c) has been deleted. The library department head selection process has been amended and clarified to mirror more closely the department head selection process.

A letter from the University Librarian to the President of QUFA (which will be posted on Faculty Relations and QUFA Web sites) outlines the Parties’ shared understanding of the

formation of a Librarian and Archivist Forum.

Please note there are also changes to Article 31 (Renewal, Continuing Appointment, and Promotion for Librarians and Archivists) that parallel where appropriate those made in Article 30 (Renewal, Tenure, and Promotion for Tenure-Track and Tenured Faculty).

Equity and Diversity

(Articles 2, 24, 25, 28, 30, 31; Appendices F, O; New LOA Discussion of Spousal Appointments at JCAA, and New LOA QUFA Seats on UCARE Sub-Council)

We have worked to strengthen equity-related language across the CA as recommended by the QUFA EDII Committee. While much of the focus has necessarily been on Article 24 (Employment Equity), we have striven to embed and strengthen equity language throughout the CA, particularly regarding Appointments (Article 25); Renewal, Tenure, and Promotion (RTP) for Tenure-Track and Tenured Faculty (Article 30); Annual Performance Review (Article 28); and Renewal, Continuing Appointment, and Promotion (RCAP) for Librarians and Archivists (Article 31).

The CA now explicitly acknowledges that the Ontario Human Rights Code is one of the primary sources of the University’s employment equity responsibilities (Article 24.1, which is then referenced by other articles) and that assessments of applicants and Members must be done in accordance with Article 24 (Employment Equity): see also Articles 28, 30, and 31.

The value of the diverse range of scholarly methodologies and ways of measuring research impact are now included in all processes related to appointments, RTP and RCAP processes, and evaluation in various contexts (25.7, 25.10, 30.6, and 31.5). The diverse experiences of applicants

and the many forms of scholarship are acknowledged as intrinsic to academic excellence (24.1, 24.3).

The profile of equity-related work has been raised by including “activities that advance I-EDIAA” (Indigenization-Equity, Diversity, Inclusion, Anti-Racism, and Accessibility) in various articles:

- Administrative and Professional Service (15.5);
- Any evaluative process (24.1);
- Adjuncts Appointments Committee Process (25.10);
- Abridged Process for Replacing Librarians and Archivists on Leaves Up to 12 Months (25.7);
- The annual report form referenced in 28.2;
- The Term Adjunct Appointment Report (Appendix F); and
- RTP and RCAP (30.6 and 31.5).

Service contributions will no longer be accorded less weight in the event of layoff (Article 38).

The University will provide training to department heads on bias in faculty evaluations (Article 28) and employment equity training for members of appointments committees is now every 5 years, instead of every 10 years (Article 24).

Some terms and definitions have been updated: see Article 2.1 for “2SLGBTQI+” and “I-EDIAA,” and Article 24 for “equity-deserving groups.” We were not able to expand the definition of “family” in employment equity considerations regarding appointments (24.1.4(c)) and RTP (24.1.5(b)), but QUFA would fight any narrow interpretations of the phrase “family responsibilities” found in both articles. “Disability” is now explicitly included as a ground in 24.1.5(b) (it was formerly only in 24.1.4(c)).

The process for Indigenous participation in RTP and RCAP

committees has been updated (Appendix O). The term “Indigenous” is used throughout. Members may provide a list of Indigenous participants from which the Indigenous Council will select a person to sit on the committee. Certain provisions and requirements that could limit the participation of an Indigenous participant were deleted (paragraphs 6 and 8).

There is now guidance for members of appointments committees regarding actions to take if they have concerns about employment equity procedures being followed (Article 25).

With respect to appointments (Article 25):

- The use of emergency appointments is now limited to one year and the Unit Head’s ability to waive the posting of Term Adjunct positions has been narrowed;
- There is now language explicitly prohibiting exceptions from being used to circumvent employment equity provisions;
- The Term Adjunct Appointments process now largely mirrors the non-Term Adjunct Appointments processes in terms of procedural safeguards; and
- Appointments Committees can now be augmented by a Member with expertise relevant to the appointment if needed.

In addition, the appointments processes for targeted hiring processes have been clarified in Article 24.

The Human Rights and Equity Office’s report on the Bargaining Unit’s progress made in employment equity will be issued every year, rather than every three years. It shall include data on noncompliance in submitting data and will be more widely distributed (Article 24).

The University’s requirement to provide adequate facilities and support to Members is now explicitly tied to its obligation to eliminate barriers to the hiring, retention, and promotion of members of equity-deserving groups (Article 36).

The University would not agree to a joint working group on recruitment and retention. Instead, QUFA has two seats on the University Council on Anti-Racism and Equity (UCARE) Faculty and Staff Recruitment, Retention and Support (FSRRS) Sub-Council (see LOA Outside CA re: Recruitment and Retention). In addition, the University will provide reports on spousal appointments to QUFA, and spousal appointments will be a standing agenda item for discussion at least once per term at JCAA (see LOA re: Spousal Appointments Discussions at JCAA).

Adjunct Matters

(Articles 15, 25, 28, 32, 33, 36, 42; Appendices F, G, and Q)

This category captures changes in the following areas:

- Term Adjunct compensation including base stipends and pay in lieu of benefits (see Compensation for PER amounts);
- Term Adjunct hiring and performance review processes;
- Term Adjunct promotion committees and changes to SRoR;
- Travel expenses for Commuting Adjuncts;
- Term and Continuing Adjunct compensation for additional duties;
- Fund for Scholarly Research and Creative Work and Professional Development;
- Continuing Adjunct teaching release for securing external grants;
- Continuing Adjunct expanded service option; and

- Continuing Adjunct promotion to Full Professor.

Improving job security was important to Adjuncts. QUFA pushed very hard but was unable to either shorten the steps toward Continuing Adjunct status or remove SRoR. The University did agree to broaden SRoR to include three courses taught over five years, instead of four years, so that courses taught every other year could qualify for SRoR. In addition, one 0.5 course taught as a postdoctoral Fellow will now count toward SRoR eligibility. Continuing Adjuncts can apply to become Full Professors after ten years, shortened from twelve (all changes in Article 32). Those who are successfully promoted will be eligible for an Academic Leave in the first year of their appointment.

Language about waiving Term Adjunct postings was tightened to include seeking recommendations by the Term Adjunct Appointments Committee. In addition, language outlining the structure and governance for the Adjunct Appointments Committee was formalized. With respect to the Modified Appointments Committee for GRoR and Continuing Adjuncts, these will now include representation by a Continuing-Adjunct Member, if available (all changes in Article 25).

The Term Adjunct Appointment report, at Appendix F, was expanded to include spaces to report professional and administrative service, and to note contributions in pedagogical development and innovation related to teaching. The report will now be filed 30 September. Securing access to university services before and after Term Adjunct appointments, including NetID, e-mail, access to the libraries, etc. was formalized (see Academic Workplace, Article 36).

Base stipends were increased to \$8,500 before ATBs are applied so

that, in 2022 (retroactively), the stipend is roughly \$8,797.

Additionally, the current 6% payment in lieu of benefits is increased to 8% retroactive to 2022 (Article 42). For Commuting Adjuncts, the allowance for bed and breakfasts now also includes hotels and is increased to \$250 (Appendix G). Appendix Q was significantly expanded both in the types of work covered, and the amount of compensation awarded, which is mostly full and half days, or course stipends. New categories include assigned committee work, assigned service work, and student accommodations beyond the end date of the contract for Term Adjuncts. Appendix Q also now expressly applies to Continuing Adjuncts who are not otherwise compensated for additional teaching or service duties.

In the last round of bargaining, Article 32 introduced a course release for Continuing Adjuncts promoted to Associate Professor, who obtained external funding. This right was expanded to include any Continuing Adjunct who attains a multi-year grant as a principal investigator, and awards a course release per year of funding; they no longer need to be promoted to Associate to qualify. As well, the Fund for Scholarly Research and Creative Work and Professional Development is increased to \$215,000 per year (up from \$185,000).

Continuing Adjuncts with a full-unit teaching load, with the agreement of the Head, can now increase their FTE from 50% to 60% to include a full-unit service load of 20% (Article 42). The advantage to the Continuing Adjunct is full integration with both the teaching and service work of the unit; the unit benefits by being able to share the service load more widely among full-responsibility and Continuing Adjunct Members.

Academic Workplace and Working Conditions

(Articles 16, 23, 36, 37; LOA on IT Discussion at JCAA)

While significantly modifying Article 16 (Intellectual Property) was not a priority, the University's concessionary proposal to automatically be granted a licence to a Member's copyrighted work product opened the door to productive negotiations to update the article. The Bargaining Team successfully resisted this concession (with much support from Members) and we made changes to Article 16 as follows:

- It now covers a broader definition of Intellectual Property while narrowing the definition of what is an "invention";
- It is this more focused definition of invention that requires disclosure to the VPR while commercialization of any intellectual property could be supported by the University;
- If a Member independently commercializes an invention, they no longer need to pay royalties to the University; and
- Protocols to resolve disputes about commercialization are no longer in the CA, which limits QUFA's liability in what could be costly legal battles over Members' private property.

It should be noted that the existing language enables any Member to grant the University a licence to use their copyrighted work by individual contract.

Article 23 (Privacy) was updated to improve and expand safeguards on monitoring Members' activities and to better protect Members' work-related data. The Parties acknowledge that passive modes of electronic monitoring occur (in a manner similar to passive surveillance), and that procedures must be followed for

active monitoring and surveillance. These include notification to the Member of access of any material subject to privacy and confidentiality requirements. The specific conditions under which the University may access Member's data have been more clearly defined and controlled. In addition, the University will let Members know how their information is shared with third parties and acknowledges that it remains accountable for that shared information.

Finally, a regular discussion concerning Information Technology has been planned for the JCAA (see LOA IT Discussion at JCAA).

Article 36 was revised to align with current realities on campus (i.e., the disappearance of physical telephones) and to ensure Term Adjuncts have access to university services following the end of their contracts. Unfortunately, no progress was made to strengthen the obligation to distribute university resources to all Units across campus equitably; the University characterized such a request as significantly interfering with management rights. QUFA will continue to work to moderate disparities in working conditions and workload issues across campus by other means.

One of the most important issues for Members was the increase in workload resulting from addressing student accommodations and considerations. Members were also concerned about the impacts of these to the integrity of their programs. Unfortunately, few changes to the CA were made in response to these concerns. Ventus came online during negotiations, which may be a step towards providing meaningful and uniform support for Members. As well, QUFA was advised of the initiation of a university-wide review of the student accommodation system and was invited to send a QUFA delegate to this committee.

Finally, we were assured that Article 35 already protects Members' rights to determine what knowledge and skills must be assessed in courses (35.1.7) and this protects them from overreach.

There are some changes to note regarding Unit Workload Standards (Article 37). Workload standards should now include mechanisms for dealing with extraordinary research responsibilities as well as extraordinary tasks related to teaching, including deferred exams that extend into a sabbatical or non-teaching terms.

Labour Relations

(Articles 6, 7, 17, 18, 19, 20, 21, 22, 37, 40, 41, 43; Appendices C, T, U, V, W; Schedules A, B; LOAs 2, 3; New LOA on Workload Standard Subcommittee Duties)

This category captures the following areas:

- Grievance and Discipline processes;
- Information exchange between the Parties;
- Substantive clarifications required by QUFA including regarding conditions of financial exigency;
- Housekeeping and updating to ensure relevance;
- Modifications to Workload Standard processes;
- Term of the agreement; and
- Deletions of outdated or unnecessary elements.

Of most interest to Members are the changes in the Grievance and Discipline articles (19, 20, 21, 22, and Appendices C and W). Article 19 (Grievance and Arbitration) was tidied up by reordering elements in 19.1 and bringing dispute-resolution involving Heads into to 19.3 from Article 41. As well, timelines for filing a grievance were extended by one week to 20

working days, and those for responding with a Step One meeting were shortened by three weeks to 25 working days. We substantially updated the list of Arbitrators we rely on in Appendix C.

In Article 20, Members are now required to meet with investigators but will have the right to review the investigator's notes. As well, we improved Appendix W with respect to gaining access to full investigation reports before filing a grievance in order to help QUFA assess the need to grieve in these circumstances. In the case of discipline where the Member's salary could be impacted, we agreed to language to ensure the University is credited for those payments should we later reach a financial settlement of the grievance. We have added "suspension with pay" to the clause that removes records of discipline from Members' Official File after 48 months.

Article 21 (Harassment) has been updated to refer to the University's harassment policies and procedures, and problematic language regarding harassment of Members by students has been removed.

Article 22.2 was slightly amended in bargaining to including reference to the Occupational Health and Safety Act. Through the resolution of a QUFA grievance, the Parties agreed to delete Article 22.1 that outlines the process for removal of a Member from campus because it did not add any substantive rights that don't already exist in law. The University retains the right to do this as a legitimate exercise of management rights and in defence of health and safety; QUFA retains the right to grieve in situations where we believe management is not acting fairly or equitably or consistent with the CA and/or relevant legislation.

The Workload Standard review process (Article 37) has been further standardized requiring units to send

their draft standard to the Workload Standard Review Subcommittee before sending it to the Unit for ratification. In addition, if Units are unable to ratify a Workload Standard after two votes, then the Dean may impose a ratified standard from a cognate unit for two years in order to give the Unit time to start the process over. Finally, the Workload Standard Review Subcommittee is committed to developing a workload standard template for Units to use when updating their standard (New LOA).

QUFA asked for two clarifications that set boundaries on its duty of representation. The first, in Article 41, says that Academic Administrators who finish their Administrator work do not re-enter the QUFA Bargaining Unit until they finish any period of leave they were granted in compensation for their Administrator duties. Changes to Appendix N (Tuition Support) limit rights to tuition support for dependents of non-members such as people on Long Term Disability, Retirees, and those who die on the job.

Similarly, the University asked for some clarifications and housekeeping changes in Articles 17, 18, and 35, and Appendices T and U, that do not limit existing Member rights.

The Parties revised the list of charities in Appendix A and carefully reviewed and revised obligations to exchange information in Article 6. We also amended language in Article 7 with respect to QUFA House and QUFA Staff participation in pension and benefits plans.

We agreed to a three-year term (Article 43) and tidied up the agreement by deleting back matter that is no longer relevant including: Appendix V, Schedule B, and LOAs 2 and 3.

Finally, QUFA pushed very hard to make changes that would guard against Queen's following in

Laurentian University's footsteps by declaring insolvency under bankruptcy legislation and thereby avoiding obligations to layoff and severance rights of QUFA Members. We were unsuccessful; the University argued that it would not permit a fettering of the Board's right to manage the University under existing legislative conditions (which include insolvency legislation).

University Concessions

The University withdrew its remaining concessionary demands regarding:

- Directing full-responsibility Members, where appropriate, to seek external funding to support their research. *This means there is no such new provision in Article 15 in the CA.*
- Granting the University an indefinite and royalty-free licence to use copyrighted teaching materials created by Members in the course of their academic responsibilities. *This means there is no such new provision in Article 16 of the CA.*
- Eliminating 37.2.9, which safeguarded Members from

being required to teach outside the normal teaching day as established by Senate unless they elect to do so. *This means that 37.2.9 remains as written in the CA.*

Note

¹<https://www.qufa.ca/wp-content/uploads/2023/02/14-QUFA-Alert-14-Feb.-2023.pdf>

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