Queen’s University

Collective Agreement Summary - For Administrators of Academic Units

Queen's-QUFA Collective Agreement
August 21, 2015 – April 30, 2019

Highlights of the New Agreement

The University and QUFA have agreed to amend a number of Articles, Appendices and Schedules from the 2011-15 Agreement. Some new provisions have been added as well. This includes the following list of Articles, Appendices and Schedules that are highlighted because substantive changes have been made that should be noted by Administrators within Academic Units (i.e. Departments Heads, Deans etc. within Academic Departments and Faculties) given potential impact on collective agreement administration:

- Article 43 – Duration
- Article 42 – Compensation and Benefits
- Article 15 – Academic Responsibility
- Article 18 – Conflict of Interest, Conflict of Commitment and Reasonable Apprehension of Bias
- Article 22 - Public Safety and Security: Emergency Suspension with Full Pay
- Article 24 - Employment Equity
- Article 25 - Appointments
- Article 26 - Reduced Responsibility Appointment
- Article 27 - Relocation Expenses
- Article 28 - Annual/Biennial Performance Review
- Article 30 - Renewal, Tenure and Promotion for Tenure-Track and Tenured Faculty
- Article 32 - Reappointment and Promotion of Adjunct Members
- Article 33 - Leaves
- Article 34 - The Official File
- Article 36 – Working Conditions
- Article 37 - Workload
- Article 41 - Heads of Departments
- Appendix P – Certain Term Adjunct Appointments referred to in Paragraph 2.a of Appendix S
- Appendix S – Online Courses
- Schedule C - Course Authorship Agreement
- Schedule D - Course Revision Agreement

The changes to these Articles, Appendices and Schedules are summarized in sections A, B and C below.

A. Article 43 - Duration

The duration of the Agreement will be from August 21, 2015 to April 30, 2019.
B. Article 42 - Compensation and Benefits

Scale

All QUFA Members will receive scale (across-the-board) increases as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>1.00%</td>
</tr>
<tr>
<td>2016-17</td>
<td>1.25%</td>
</tr>
<tr>
<td>2017-18</td>
<td>1.50%</td>
</tr>
<tr>
<td>2018-19</td>
<td>1.75%</td>
</tr>
</tbody>
</table>

Merit and Career Development

The merit system will be maintained as per the 2011-15 Agreement. The value of merit points, rank floors, the values of the junior increment and senior abatements, and the breakpoints for junior increment and senior abatements are indexed to the scale increase in each year.

Anomalies Funds

A Principal’s Retention Fund and the Anomalies Side-Table (AST) Fund will be established in the 2015-19 Agreement as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal’s Retention Fund</th>
<th>AST Fund (Faculty)</th>
<th>AST Fund (Library)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$20,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Year 2</td>
<td>$20,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Year 3</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

In addition to the dollar amounts set out above, the parties have agreed that:

- What had been described previously as a Principal’s Anomaly Fund is now strictly a Principal’s Retention Fund;

- Anomalies Side-Table Funds are to be allocated only in circumstances where “Round One” anomalies are identified as per the definition of such an anomaly, which is now defined at Appendix K.

Other Revisions at Article 42

The minimum annual stipend for Unit Heads at Article 42.2.6.1 has been increased to $9,500.

A new Article 42.3.2 has been added to ensure that Continuing Adjuncts appointed as Lecturers, because they have not yet attained a doctorate, will have their salary reassessed in accordance with the QUFA salary model upon completion of a PhD. Please note that such a reassessment is
only required where the Member`s starting salary has been determined by the University so as to reflect that he/she had not yet attained a doctorate.

Article 42.3.7 is a new provision that confirms that the minimum stipend for overload teaching for Continuing Adjuncts is to be the base stipend for Term Adjuncts.

At Article 42.4.2.1, the years of teaching experience supplement for Term Adjuncts is now set to a maximum of 12 years.

At Article 42.4.2.2, there is now an 18.75% supplement for Term Adjuncts who teach classes with enrollments of 200 or more students.

C. Key Substantive Language Changes Affecting Administration of the Collective Agreement by Academic Administrators

Article 15 – Academic Responsibilities
At Article 15.5, the language is revised so as to clarify that there are two types of service, which are now described consistently throughout the collective agreement as “administrative” and “professional” service.

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

A new Article 18.1.2.2 prohibits a Member from surveying students in respect of a Member’s performance of teaching responsibilities, other than in accordance with Article 29.1.7 (in the context of an evaluation of teaching in a grad course), and Article 29.4 (in the context of a Member’s Course Survey conducted to improve course design and/or teaching effectiveness). The Article further prohibits a Member from soliciting a testimonial from a student.

At Article 18.2, the language pertaining to Conflict of Commitment has been significantly revised and re-ordered so as to more clearly prohibit “external activities” that conflict with academic responsibilities and so as to more clearly indicate the process by which a Member may seek, and a Dean may approve, such a conflict.

A new Article 18.3.1 has been added that provides a definition of “Reasonable Apprehension of Bias”; the new definition is relevant in all contexts in which reasonable apprehension of bias is expressly referenced in the collective agreement.

Article 22 – Public Safety and Security: Emergency Suspension with Full Pay

Article 22.1.1 has been revised. For the University to suspend a member in accordance with Article 22, the bar for such a suspension has been revised from one where the University believes that the failure to take action “would result in significant harm” to one where there is “a clear risk of significant harm”.

3
Article 24 – Employment Equity

The Article now includes a reference to LGBTQ (as now defined at Article 2 of the Collective Agreement).

The employment equity principles pertaining to appointments, as set out at Article 24.1.4, have been revised so as to state that:

- The determination of academic and professional excellence now includes recognition of “diverse experiences” and “the many forms that scholarship can take.”

- Appointment criteria must not systematically discriminate against equity-seeking groups.

- Candidates shall not to be disadvantaged by minor career interruptions by reason of family responsibilities or disability.

At Article 24.2.1, it is now required that Appointments Committee members must have successfully completed equity training within the previous ten years. So as to facilitate the meeting of this requirement, the requirement takes effect three years from the date of ratification of this Agreement.

Also at Article 24.2.1, students serving on Appointments Committees are now exempt from the requirement for equity training.

As per Article 24.3.1(c), a copy of all position advertisements shall now be sent to QUFA (currently they need only be sent to the Equity Services Office).

At Articles 24.3.2 and 24.3.3, the equity decision-tree for choosing between leading candidates has been amended, albeit not substantively so.

Article 25 – Appointments

The definition of a Term Adjunct appointment at Article 25.1.3.1 has been expanded to include persons hired strictly to perform course development or major course revision work for online courses under the new Appendix S of the Collective Agreement.

At Article 25.1.4.4, Special Appointee reappointment procedures are now limited so that there will either be two reappointment procedures or as many as are required to coincide with renewed funding within six years of the original appointment. Any further reappointment after that is subject to continued external funding.

At Article 25.2.1.1, agreements regarding personnel processes, which are to be reached with Members appointed to Joint Appointments at the time of their appointment, must be set out in writing.
At Article 25.2.2.2, materials regarding responsibilities in the secondary Unit that Members with Cross Appointments provide to the home Unit for their Annual/Biennial Report, or for RTP procedures, must be taken into account.

A new Article 25.9.4 has been added to ensure that faculty Member appointed as Lecturers because they have not yet attained a doctorate will have their salary reassessed in accordance with the QUFA salary model upon completion of a PhD. Please note that such a reassessment is only required where the Member’s starting salary had been determined by the University to reflect that he/she had not yet attained a doctorate.

At Article 25.10.3, it has now been clarified that an offer of a Term Adjunct appointment is to be made by the Dean. This offer is to be made in writing and signed and returned by the candidate.

**Article 26 – Reduced Responsibility Appointment**

Article 26.2 has been revised to clarify that requests for reductions in teaching that meet certain conditions of Article 37.4 shall be dealt with through Article 37.4, not Article 26.

The language of Article 26 has been revised throughout so as to more clearly articulate the application and approval process associated with a Reduced Responsibility Appointment.

**Article 27 - Relocation Expenses**

At Article 27.3:

- Reimbursements of moving expenses for Tenure-Track, Tenured, Continuing-Track, Continuing, Continuing Adjuncts and Special appointments has increased from $7,500 to $9,000.

- Reimbursements for Non-Renewable or Term Adjunct appointments increased by $200 to $300, depending on the length of appointment.

**Article 28 – Annual/Biennial Performance Review**

The language has been revised throughout Article 28 to capture that Annual performance reviews will now become Biennial performance reviews. Exceptions to this are Tenure-Track, Continuing Track, and Non-Renewable appointments, as well as with respect to Special appointments that have been renewed fewer than two times, where the review will continue to be done annually. Merit awards will be based on two annual assessments (in respect of appointments where the review is conducted annually) or on a biennial assessment.

At Article 28.2.2, it is clarified that a Continuing Adjunct Member is entitled to report on activities in any areas included on the standardized forms whether or not these activities are
part of the duties for which the Member was appointed. The Head may comment on these activities, but shall not formally assess them.

At Articles 28.2.4 and 28.4.3, the language that previously permitted Members to not submit an annual report (and now annual or biennial depending on the type of appointment, as noted above) has been revised so that a report must be submitted.

**Article 30 – Renewal, Tenure and Promotion for Tenure-Track and Tenured Faculty**

At Articles 30.2.1 and 30.2.3, it now specifies that the majority of RTP Committee members shall be tenured and at least one member of the Committee shall be at or above the highest rank being applied for by an applicant.

At Article 30.6.7, the criteria for promotion to Professor are now broken out into three distinct variants, and a positive recommendation must indicate which variant the positive decision is based on.

In order to assist a Unit Head in accessing referee letters only at the time of receipt of the entire RTP file, Article 30.8.12 now specifies that referee letters are to be submitted to the Unit Head’s office staff and the Unit Head shall not have access to the letters until she/he is in receipt of the Committee’s recommendation.

Article 30.8.12 now also specifies that if a referee’s letter arrives subsequent to a further referee being contacted, the first letter to be received shall be placed in the RTP file, and the other shall be excluded.

Article 30.9 now specifies that a Member may provide a letter of introduction to his/her materials in the RTP file.

Article 30.13.2 now indicates that if a student is identified in the body of a solicited student assessment, the identification will be masked.

Article 30.1.3.3 now clarifies that unsolicited material from students that form part of the Member’s teaching dossier may be included in the Member’s file as part of the teaching dossier.

Article 30.15.2 now specifies that the University Promotion Advisory Committee’s advice to the Principal shall be provided in writing.

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

The provision at Article 32.1.5 that stated that CDS shall be regarded as a Unit for the purposes of Article 32, has been deleted. A related Letter of Agreement provides that Adjuncts with existing appointments in CDS be assigned to an Academic Unit effective the first term after ratification.
At Article 32.2.1, it has been clarified that numerical eligibility for a Specific Right of Reappointment (SRoR) requires teaching the same specific course three times in three separate Academic Years. The notion of “same specific course” is now further defined as courses that are exclusive of one another for degree credit in the same Unit and being offered at the same level.

At Article 32.3.1.1, language pertaining to numerical eligibility for General Right of Reappointment (GRoR) has been revised to more clearly state that only Term Adjuncts with an SRoR to a half (0.5) course or more shall be eligible for a GRoR.

At Article 32.3.2.3, it has been clarified that Term Adjuncts applying for GRoR must submit an application and materials on or before the January 31 subsequent to having indicated their intent to apply.

At Article 32.3.2.4, it has been clarified that a Modified Appointments Committee shall only see material from the Member’s Official file that is relevant to the application.

Article 32.3.4.1 now provides that that where there is evidence in the application file that indicates that a Member is not demonstrably qualified to teach a course that they have taught previously, the Modified Appointments Committee must assess that evidence rather than presume that the Member is qualified to teach the course in question.

Article 32.3.4.3 now states that a Modified Appointments Committee must give a clear positive or negative recommendation in writing.

In the 2011-15 collective agreement, the provisions of Article 32.3.5 did not include language that would have served to appropriately distinguish the decision making process for GRoR as between a departmentalized and non-departmentalized faculty. This has been rectified in the 2015-19 Collective Agreement.

At Article 32.3.5.3, it now states that the Dean’s notification letter granting a GRoR shall include a list of the courses that the Member has been determined to be demonstrably qualified to teach.

Article 32.3.9 is entirely new and sets out the timing and procedures for a Member with a GRoR to make an application to have additional courses identified as being courses for which the Member is demonstrably qualified to teach. To a large extent, Article 32.3.9 has been drafted so as to follow a similar process to that which is used when the Member first applies for a GRoR (Articles 32.3.2 to 32.3.5).

In the 2011-15 collective agreement, the provisions of Article 32.5 did not appropriately distinguish the decision making process for conversion to Continuing Adjunct status as between a departmentalized and non-departmentalized faculty. This has been rectified in the 2015-19 Collective Agreement.
There is a new Article 32.5.7.3 that provides for the basis on which a Continuing Adjunct, who teaches on overload in three consecutive years and is assigned to teach an overload course again in a fourth consecutive year, will have his/her FTE increase.

Article 32.6.2(b) has been revised so that the language of Article 30.6.8, which references “extraordinary contributions” with respect to teaching or research, is now applicable to an Adjunct’s RTP application.

At Article 32.6.2, the procedure for an Adjunct, who has been appointed at the rank of Lecturer, to apply for promotion has been set out.

A new Article 32.6.4 precludes an Adjunct from applying for promotion to a particular rank without first holding the immediately preceding rank.

A new Article 32.6.5 provides that an Adjunct must either hold an appointment or be within 12 months of their most recent appointment in order to apply for promotion.

Article 33 – Leaves

Article 33.1.7.5 has been clarified by indicating that it is applicable to a Member choosing option 2 of Article 33.1.7.4(b), that being the case of a deferral of an Academic Leave requested by the Dean where the Member chooses to increase the allowance for the deferred academic leave. A Member cannot, therefore, claim both time credit toward a subsequent leave and an increased allowance during the leave.

Article 33.6.6 is a new provision requiring that, by August 30 of each year, the University must provide QUFA with a list of all Negotiated Leaves and the remuneration, if any, provided by the University to a Member during the period of the negotiated leave, for the preceding year.

Article 34 - The Official File

In accordance with Article 34.1.1, the documents that constitute the Official File are now defined as the paper or digital originals, or authentic copies thereof.

It has been clarified at Article 34.3.3 that if a Member requests a complete copy of his/her Official File in the year in which the Member is preparing an RTP application, the copy is to be provide to the Member free of cost.

Files created for RTP, RCAP and reappointment assessment purposes are now defined as the “Assessment File” at Article 34.4.1.

The exclusion of parts of an RTP file, RCAP file and reappointment assessment file from that which is to be annexed to the Official File has been clarified at Article 34.4.1.

Article 34.4.2 provides that the Assessment File shall be maintained by the academic administrator currently responsible for formulating a recommendation or by his/her
administrative delegate. The academic administrator responsible for formulating a recommendation and his/her administrative delegate shall be the only persons responsible for the transmission of the documents. Any transmission of the documents shall occur in a secure fashion with explicit instructions that the documents are confidential and should not be further transmitted except in accordance with the process as set out at Articles 30 or 31.

**Article 36 – Working Conditions**

Article 36.4.2(b) is a new provision that has been added under Travel Expenses. It allows a commuting Term Adjunct, who converts to a Continuing Adjunct with a FTE of 50% or less at the time he or she converted to a Continuing Adjunct, to continue to be eligible for reimbursement of transportation and accommodation expenses as a commuting adjunct if he or she continues to reside more than 75 kilometers from the location of the course that he or she is appointed to teach and continues to have a FTE of 50% or less. The same provision has been added to Appendix G.

**Article 37 – Workload**

As per Articles 37.1.6 (Academic Units) and 37.5.11 (the Library/Archives), Units must review their Workload Standard every 10 years. Those Units that have not reviewed their workload standard in the ten years previous to ratification of the 2015-2019 Collective Agreement must do so within 3 years of ratification. Provisions continue to exist at Articles 37.1.6, 37.1.7 and, for the Library/Archives at Article 37.5.11, so that the Dean/University Librarian or a majority of Unit Members may trigger a review.

As per Articles 37.1.8/37.5.13, the Dean/University Librarian must be notified of the outcome a review even if Members decide that there should be no change to the workload standard.

For temporary changes to a regular teaching load, the language of Article 37.4 has been revised throughout so as to more clearly articulate the application and approval process associated with such a change.

**Article 41 – Heads of Departments**

Pursuant to Article 41.1.6(a) and 41.8.1.5(a), respectively, Department Head Selection Committees for faculty, and for librarians/archivists, are now subject to the conflict of interest, conflict of commitment and reasonable apprehension of bias language at Article 18.

Pursuant to Article 41.1.6(b) and 41.8.1.5(b), committees are to maintain the confidentiality of deliberations and decisions.

Among the conditions under which an Acting Head (Units and in the Library/Archives) may be appointed, “emergency circumstances”, has been amended at Articles 41.4.3 and 41.8.5.1 to read, “vacancies caused by emergencies”. 
Appendix S – Online Courses

Appendix S is a completely new Appendix that establishes the terms and conditions under which the University may contract with Members to develop or make major revisions to online courses. In order for Members to engage in this work, the definition of a Term Adjunct appointment at Article 25.1.3.1 has been expanded to include people hired strictly to perform course development or major course revision work for online courses. Appendix S includes definitions related to online teaching; appointment, assignment and workload provisions; and provisions relating to course delivery. It also establishes that the University will hold a license to use the Course Author’s or Course Reviser’s Intellectual Property. The license will terminate if the course does not undergo a Major Revision within five (5) years, and the Member may unilaterally terminate the license after seven (7) years.

Appendix P – Certain Term Adjunct Appointments Referred To In Paragraph 2a of Appendix S

A new Appendix P has been created that is applicable to individuals who are appointed as a Course Author or Course Reviser of an Online Course but do not otherwise hold an appointment pursuant to Article 25 of the Collective Agreement. These individuals will be offered Term Adjunct appointments without rank. This appendix specifies that Articles 25.3.4, 27, 33, 36.3.2 and Appendix M do not apply to such persons.

Schedule C – Course Authorship Agreement

This is a template agreement between a QUFA Member and Queen’s University for the authorship of an online course.

Schedule D – Course Revision Agreement

This is a template agreement between a QUFA Member and Queen’s University for the Major Revision of an online course.

D. Other Significant Items

The following items are reviewed below:

Appendix E – Memorandum of Agreement re: Assessment of Teaching
LOA #2 - Re: Facilities and Support Provided to Members of the QUFA Bargaining Unit
LOA #6 - Re: Employee Group Benefit Plan
MOA – Pension Negotiations

Appendix E – Assessment of Teaching

This Appendix has been revived and revised and will lead to the establishment of a Joint Committee that has a list of tasks including: to review systems for student evaluation of teaching; to recommend other measures appropriate for the evaluation of teaching effectiveness; to develop instructions for the appropriate use and interpretation of student
evaluations of teaching; and to conduct pilot studies of alternative instruments for student evaluations of teaching as deemed appropriate and approved in advance by the JCAA. The Joint Committee shall provide its report and recommendations to the JCAA by June 30, 2016.

**LOA re Facilities and Support Provided to Members of the QUFA Bargaining Unit**

A Joint Committee on Facilities and Support will be established by November 15, 2015. The Joint Committee will conduct a review of the facilities and support provided to Members of the QUFA bargaining unit to enable them to fulfil their academic responsibilities as per Article 15. In conducting the review, the Joint Committee will consider technical support and resourcing, support for faculty in pursuit of research funding, and facilities and/or forms of support as per Article 36.1 of the Collective Agreement which either the University or QUFA wish to consider. By February 1, 2017, the Joint Committee will make its written recommendations to the Provost for consideration by the Provost’s Advisory Committee on Budget (PACB) in its planning and deliberations with respect to the 2018/19 budget and to the Senate for information purposes.

**LOA re Employee Group Benefit Plan**

By January 30, 2016, a review of the Employee Group Benefit Plan (“Plan”) will commence, either via the Joint Benefits Committee, or by the multi-employee group Employee Benefits Committee if employee groups at the University, other than QUFA, express interest. The review will focus on LTD, group life, supplementary medical and dental benefits. The purpose of the review will be on improving the Plan with a view to maximizing value without adding expense. Following the review, the University will conduct a formal RFP.

**Memorandum of Agreement (MoA) – Pension Negotiations**

The parties reached an agreement in which they first reconfirm their commitment to the Universities Pension Project, and then set out alternatives, in priority order, of exploring the merger of the Queen’s Pension Plan into an existing Jointly Sponsored Pension Plan, and then discussing and negotiating certain changes as may be needed to support the sustainability of the Queen’s Pension Plan. Each alternative would only be pursued, if required, following the conclusion of discussions pertaining to the preceding alternative.

**E. Other Changes**

Changes have also been made to the following Articles, but because they will likely have limited or no impact on day-to-day collective agreement administration within Academic Units, we have not reviewed them in this document:

- Article 2 - Definitions
- Article 3 – Association Dues
- Article 4 - Copies of the Agreement
- Article 6 - Correspondence and Information
- Article 7 – Association Rights
- Article 9 – Non-Discrimination and Accommodation
Article 14 – Academic Freedom
Article 16 – Intellectual Property
Article 17 – Fraud & Misconduct in Academic Research and Scholarly Activity
Article 19 – Grievance and Arbitration
Article 20 – Discipline
Article 21 – Harassment
Article 23 – Privacy
Article 31 – Renewal, Continuing Appointment and Promotion for Librarian and Archivist Members
Article 35 – Maintenance of the Scholarly and Professional Environment
Article 39 – Closure of an Academic Program of Unit for Academic Reasons

F. No Changes

The following Articles have not been changed:

Article 1 – Recognition and Definition of Bargaining Unit
Article 5 – Legal Liability
Article 8 – Management Rights
Article 10 – Past Practices
Article 11 – Performance Indicators
Article 12 – Strikes and Lock-Outs
Article 13 – Joint Committee on the Administration of the Agreement (JCAA)
Article 29 – Assessment and Evaluation of Teaching
Article 38 – Financial Exigency
Article 40 – Academic Administrators