



QUFA VOICES

Your Queen's University Faculty Association Newsletter

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PRESIDENT'S VOICE

Follow-Up to Statement on Academic Freedom

Numerous academic freedom and campus safety resources are available to all QUFA Members

By **Mary C. (Cella) Olmstead**
President, QUFA

I appreciate all of the feedback that QUFA received in response to our statement on academic freedom. These comments, as well as the conversations I had with several Members, confirmed the urgency of ensuring a safe working environment for those who are personally harmed or professionally impacted by political and social events. I want to emphasize that QUFA does not tolerate *any* form of harassment or discrimination, including anti-Israeli bigotry, and we are committed to supporting our Members who have experienced these harms.

Here is a list of resources and supports related to academic freedom and campus safety, but please let us know if you require further assistance.

QUFA IMAGES

Welcome, Doug Nesbitt!



supplied

QUFA Voices extends a warm welcome to Doug Nesbitt, who joins QUFA as Member Services Officer. Welcome, Doug! Find out more about him on p. 5.

- **The Collective Agreement (Article 14)** protects your academic freedom rights and the University has a positive obligation to guarantee your safety at work. If you are experiencing direct threats or pressures to amend your teaching, please reach out to

Executive Director Leslie Jermyn (qufaed@queensu.ca) in the QUFA Office.

- **Queen's Harassment and Discrimination Prevention and Response Policy¹** includes a procedure to report² any incidence of discrimination,

ANNOUNCEMENT

Fall General Meeting

The QUFA Fall General Meeting is scheduled for

**Thursday 14 December 2023
1.00 p.m., via Zoom**

More information to come. Please RSVP to Elizabeth Polnicky (ep43@queensu.ca).

harassment, or reprisal. Harassing or threatening email to a Queen's address is covered by this policy. According to this policy, Queen's is obligated to act promptly to resolve concerns, will respect the privacy of individuals involved in a report, and will keep complainants and respondents reasonably apprised of the status of their investigation. Filing a report through this process does not preclude individuals from pursuing resolution through external processes, including those offered by the Human Rights Legal Support Centre, the police, the Ontario Labour Relations Board, and the Human Rights Tribunal of Ontario. Please contact QUFA if your concerns are not being addressed at Queen's; we can advise you on other pathways, including, if relevant, filing a grievance.

- Immediate dangers or threats on campus should be reported to **Campus Security and Emergency Services** by calling 613.533.6080 or by using one of the emergency phones on campus.³ A PDF version of Queen's Guide to Responding to Emergencies is available for download,⁴ which provides information on responding to all types of emergencies on campus.
- Members who require additional personal security in their office,

lab, or classroom may opt to purchase a **portable personal safety alarm**. These are available in Canada through many hardware stores or organizations such as Canadian Automobile Association (CAA). QUFA has requested confirmation that the cost of these devices, to be used for work purposes, are eligible for Professional Expense Reimbursement (PER). As with any PER expense, the device would remain the property of Queen's University.

- **The Employee Family Assistance Program (EFAP)** offers free and confidential counselling to our Members and their dependents. Individual experiences with the EFAP may vary, depending on the counsellor assigned to a client. Note that our EFAP plan provides the opportunity to request an alternative counsellor if the person you speak to does not provide the support you require. There are also limits to the number of EFAP appointments, but it is possible to request extensions if the issue is ongoing.
- Our **extended medical package** includes \$1000 per year for professional counselling from a clinical psychologist. While this may not be sufficient for many serious mental health conditions, the coverage can provide support for some acute and short-term issues.
- If you need **accommodation or leave from work**, please contact Sydney Downey at the Return to Work Services office (sydney.downey@queensu.ca). If necessary, QUFA can also provide assistance in the accommodation process: please contact Karen Sisson (ks233@queensu.ca) in the QUFA Office regarding this issue.

- **The Centre for Teaching and Learning (CTL)**⁵ provides resources for managing difficult conversations and building community in the classroom. CTL also provides one-on-one consultation for instructors who require individualized protocols for discussing sensitive and politically charged topics (booked through ctl@queensu.ca). Further information on Teaching in Times of Crisis can be found on CTL's Web site.⁶
- If you would find it helpful to have a forum for talking to your colleagues about your concerns, please contact Executive Director Leslie Jermyn (qufaed@queensu.ca) with the topics you would like to address. QUFA can host **virtual group conversations** or set up **e-mail lists** if there is interest.

If you have other suggestions for how QUFA can support our Members in carrying out their professional activities, please e-mail me.

Notes

¹<https://www.queensu.ca/secretariat/harassment-and-discrimination-prevention-and-response-policy>

²<https://www.queensu.ca/secretariat/harassment-discrimination/filing-report>

³<https://www.queensu.ca/risk/security/emergency-response-procedures>

⁴https://www.queensu.ca/risk/sites/resswww/files/uploaded_files/CSES/emergency-booklet.pdf

⁵<https://www.queensu.ca/ctl/>

⁶<https://www.queensu.ca/ctl/resources/i-ediaa/teaching-times-crisis>

Mary C. (Cella) Olmstead can be reached at olmstead@queensu.ca.

EXECUTIVE DIRECTOR'S VOICE

Good News About the CCAA

The federal government will amend the Companies Creditors' Arrangement Act to exclude postsecondary institutions

By Leslie Jermyn
Executive Director, QUFA

On 21 November 2023, the Federal Government released its Fall Economic Statement, which included a statement that they intend to amend two pieces of federal legislation: the Bankruptcy and Insolvency Act (BIA) and the Companies Creditors' Arrangement Act (CCAA). They will amend these laws to exclude postsecondary institutions (colleges and universities) from participation in either process. This is very good news for our sector because, in the first place, these laws are designed for private-sector corporations with no access to public revenue streams, and, in the second place, postsecondary institutions provide extra-economic value to their communities and so should not find themselves subject solely to a "bottom-line" analysis. The inappropriateness of the application of the CCAA in particular to our sector was borne out by what unfolded at Laurentian University beginning in February 2021.

Please see the February 2021 number of *QUFA Voices*¹ and the April 2021 number of *QUFA Voices*² for more details about the Laurentian CCAA process when it was first initiated.

What is the CCAA?

The CCAA³ was created in 1933 in response to the Great Depression of the 1930s. It is a process that allows an insolvent corporation to attempt to restructure outside the more stringent regulations of the Bankruptcy and Insolvency Act. The

applicant corporation retains control of its operations during the process.

The requirements to file for CCAA proceedings are that there is a corporate entity and that debts owed exceed \$5 million. If the application is accepted, the Ontario Superior Court makes an Initial Order and "stays" proceedings. This means that ongoing proceedings against the company are halted and that new proceedings cannot be initiated. The goal of the process is to arrive at a Plan of Arrangement between the corporation and its stakeholders that will allow the corporation to continue to operate and will reorganize the applicant's debt obligations. For the Plan to be accepted, a majority of creditors (who have proven their claims) representing two-thirds of the value of outstanding debt have to approve it. Then, the Plan must be sanctioned by the Court as legal, reasonable, and fair.

While under CCAA, companies can terminate employees and can force renegotiation of collective agreements. CCAA protected corporations must continue to pay employees for services rendered during the stay period, but debts for past service costs, such as outstanding backpay or payments to the pension plan, become unsecured claims that take their place with all other debts, and as such, can be re-negotiated.

The CCAA is usually understood to stay labour relations proceedings unless specific permission is given to permit proceedings; Labour Relations Boards have tended to defer to the stay order. Arbitrations can proceed but their awards are not enforceable.

What Happened at Laurentian University

The CCAA process unfolded over 20 months at Laurentian. Over 200 people lost their jobs, some 90 of whom were faculty members. In addition, 69 programs were cancelled,

including a unique midwifery program servicing northern Indigenous communities. The real cost of this brutal redesign is incalculable, but the Monitor, Ernst and Young, did all right, charging \$5.3 million for their services. Bonnie Lysyk, the Auditor General, issued a scathing report on the process in November 2022, which outlines in detail why Laurentian found itself in financial straits and why the CCAA was the wrong remedy.⁴

From our perspective, Laurentian set a terrible precedent for how a university employer could side-step collective agreements in order to avoid respecting employee rights and protections in times of financial hardship. If you recall, we unsuccessfully tried to bargain protections into our Financial Exigency article (38) as a result. We have been active in the campaign to amend the legislation (led by OCUFA and CAUT), and are very pleased to share this news with you.

Notes

¹<https://www.qufa.ca/wp-content/uploads/2021/02/97-QUFA-Voices-Feb-2021-1.pdf>

²<https://www.qufa.ca/wp-content/uploads/2021/04/99-QUFA-Voices-Apr-2021.pdf>

³The technical aspects of this section are drawn from the government Web site: <https://www.ic.gc.ca/eic/site/bsf-osb.nsf/eng/br02284.html>

⁴https://www.auditor.on.ca/en/content/specialreports/specialreports/LaurentianUniversity_EN.pdf

Leslie Jermyn can be reached at qufaed@queensu.ca.

MEMBER SERVICES

Adjunct Members Have Rights!

Adjunct QUFA Members should apprise themselves of their numerous rights under the QUFA-Queen's Collective Agreement

By **Micheline Waring**
Member Services Officer, QUFA

After working with QUFA for five years, I am often struck by how often Term Adjuncts aren't aware of their Collective Agreement (CA) rights. This month I want to highlight Adjunct rights in Article 36 (Working Conditions).

Article 36.1.9 is a list of **general working conditions** for Term Adjuncts. Note that access to these rights shall be granted as soon as practicable after accepting the University's offer of employment and for eight months following the end of the contract. By extending eight months beyond the end of the contract, the Member's doesn't lose access to services such as library resources prior to the next teaching term and while they may be preparing for teaching assignments. These rights include:

- a University network ID (NetID), associated e-mail address, and a University telephone number;
- a free connection from their computers to the University's campus network that will provide access to services such as, but not limited to, e-mail, telephony, library resources and services, and course management tools;
- the ability to send and receive mail at their University address;
- postage related to teaching, administration, and the submission of research grant proposals, including duplication and office supplies for these purposes;

- reasonable access to the University's Library services, collections and facilities; and
- electronic University-wide telephone or address directories.

Article 36.2 highlights the **Fund for Scholarly Research and Creative Work and Professional Development**.

The last round of bargaining saw a boost from \$185,000 available annually to \$215,000. We encourage you to apply! Funds can be accessed as a salary stipend, a grant, or a combination of the two. The maximum award in any year may be up to \$2,500 for those teaching 1.0 or less full course equivalents, or \$5,000 for those Members teaching more than 1.0 full course equivalents. When filling out the application form, please be mindful of completeness, as incomplete applications are not considered. There is nothing worse than seeing a great proposal turned down because of a forgotten CV or a lack of signatures. The joint fund committee adjudicates files three times a year, with application deadlines in early February, June, and October. Application forms can be found on the Faculty Relations Web site.¹

Article 36.3 outlines **Professional Expenses**. For the 2023-2024 academic year, Term Adjuncts receive \$361 per half (0.5) credit course. Continuing Adjuncts receive the full amount per Article 36.3.1 regardless of FTE, which currently sits at \$2,532. Members, including Term Adjuncts, may carry forward balances for three years to accrue a more sizable benefit. However, claims must be made in the year they are incurred.

Article 36.4 and Appendix G speak to **Commuting Adjuncts**. In order to access the Commuting Adjunct Travel Policy, the Member must have resided, at the time that their first appointment commenced, more than 75 kilometres from the stated location of their appointed teaching for bona

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Health and Safety Information

We would like to inform QUFA Members that information regarding COVID-19 and other respiratory illness, in particular guidelines to be enforced on campus, can be found at

<https://www.queensu.ca/risk/respiratory-illness-information>

For Health and Safety information, please consult the QUFA Health and Safety Web site:

<https://www.qufa.ca/hs/>

or contact Health and Safety Officer Nicolas Hudon (nicolas.hudon@queensu.ca) directly.

vide transportation and lodging expenses to be reimbursed. They must continue to reside this distance from their work when claiming the expenses. Commuting Term Adjuncts who convert to Continuing Adjunct and have an FTE that doesn't exceed 50% may continue to access these funds. See Appendix G for details.

Article 36.5 highlights **Teaching Supports** and stipulates that Adjunct Members shall receive the same support including markers, teaching assistants, accompanists, or other assistants as is available to tenure-track or tenured faculty in the Unit.

Please make use of the provisions of the CA! if you have any questions, please reach out to me.

Note

¹<https://www.queensu.ca/facultyrelations/qufa/research-fund>

Micheline Waring can be reached at micheline.waring@queensu.ca.

QUFA PEOPLE

About Doug Nesbitt

A warm welcome to Doug Nesbitt, who joins QUFA as our newest Member Services Officer

By Doug Nesbitt
Member Services Officer, QUFA

Hello, QUFA Members! I am happy to introduce myself as QUFA's new Member Services Officer.

I am a Queen's University graduate and resident of Kingston. I successfully defended my doctoral dissertation in 2018. My doctoral research in the Department of History was on organized labour and the "Common Sense Revolution" of Premier Mike Harris, which transformed Ontario in the late 1990s.

My interests in labour began when I was still in high school, and at my first unionized workplace—a grocery store in Ottawa. When I arrived at Queen's as a new doctoral student in 2009, I volunteered with what became the successful union drive of Teaching Assistants and Fellows, and the formation of PSAC Local 901. I was elected to the new union's first executive in 2011 and served for three years.

Since then, I have been a union organizer for janitors in Ottawa, and home-care Personal Support Workers in Kingston. I have contributed as a researcher to union drives in call centres, and mentored young workers

in warehousing, fast food, and grocery stores. Most recently, I was the staff person for the Kingston and District Labour Council, where I was happy to work alongside delegates from QUFA, other Queen's University unions, and the broader Kingston labour community.

I continue to research and publish peer-reviewed articles with a focus on industrial relations and labour history, and I serve on the Editorial Board of the *Labour/Le Travail* journal. I have also stayed connected to the Queen's community by serving on the board of CFRC, our campus and community radio station.

In my spare time, I enjoy visiting parks with my family, and I am always keen to find a new playground or toboggan hill for my daughter to enjoy. If I have to stay indoors, I'll cook a chili or curry, listen to music, or do some arts and crafts with my daughter. If I'm home alone, I'll be reading a history book or digging into digitized newspaper archives.

I am excited to contribute to QUFA and serve the membership, and help support and foster the growth of community at Queen's and in Kingston!

Doug Nesbitt can be reached at d.nesbitt@queensu.ca.

ANNOUNCEMENT

Important Funding Deadlines

The Childcare Support Plan deadline Thursday 1 February 2024. For complete information, please see Appendix M of the Collective Agreement, and visit the Queen's Benefits Web site:

<https://www.queensu.ca/humanresources/working-queens/benefits>

The Tuition Support Plan submission window 1 January 2024 – 28 February 2024. For complete information, please see Appendix N in the Collective Agreement, and visit the Queen's Benefits Web site:

<https://www.queensu.ca/humanresources/working-queens/benefits>

The Fund for Scholarly and Creative Work and Professional Development (Adjuncts) application deadline is Monday 5 February 2024. The application form will be available soon on the Faculty Relations Web site:

<https://www.queensu.ca/facultyrelations/qufa/research-fund>

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QUFA Voices is published by the Queen's University Faculty Association (QUFA), 9 St Lawrence Avenue, Kingston, Ontario, K7L 3N6, Canada (qufa@queensu.ca). It is distributed electronically to all QUFA Members via the QUFA-NEWSLETTER-L listserv. Past issues are archived on the QUFA Web site at <http://www.qufa.ca/publications/>.

QUFA Voices publishes QUFA-related news and information for QUFA Members and provides QUFA Members with a forum to express their QUFA-related ideas and opinions. We want to hear from you! Please send your QUFA-related story ideas, news items, opinion pieces, letters to the editor, photographs, and other submissions to the editor.

QUFA Voices is edited by Robert G. May. He can be reached at mayr@queensu.ca.

TREASURER'S VOICE

CAUT Defence Fund Levy Increases

The Fund levy is increasing because of increased job action across the country

By Valerie Bartlett
Treasurer, QUFA

Across the Canadian postsecondary sector, unions representing faculty members are increasingly requiring a strong strike vote—if not a strike itself—to successfully negotiate an acceptable collective agreement. Not only is the frequency of strikes increasing, but the strikes themselves are lasting longer, as evidenced by the Syndicat des professeurs et professeures de l'Université Laval strike, which began on 23 February 2023 and saw faculty returning to work on 30 March 2023.

Faculty Associations operate and negotiate independently, yet they rely heavily on the collective for financial support of necessary job action. The Canadian Association of University Teachers Defence Fund (CAUT-DF), henceforth referred to as “the Fund”,¹ as an affiliate of CAUT, provides this imperative financial assistance to 66 member associations, QUFA included. These Canadian academic member staff unions couldn't do what they do without their financial backing. These 66 member associations represent 37,000 academic staff from St John's to Victoria.

The Fund was formed in 1978 and incorporated under the Canada Not-for-Profit Corporations Act in 1992. Each member union appoints one director per 500 of its own members. It is my pleasure as QUFA Treasurer to serve as a director. The directors meet annually to oversee the management of the Fund, most recently meeting in Montreal this past October.

The Fund has a set of by-laws governing items such as fund target balance, member dues, and investment policies. These are important to ensure that funds are available when member associations need them. The years 2021 to 2023 have seen the highest pay-outs of strike benefits in the Fund's history. These much-needed pay-outs have depleted the Fund to below the target balance of \$35 million: the balance as of 31 May 2023 was just over \$30 million. As such, the directors voted at the October meeting to increase the dues, effective 1 December 2023, to \$8.00 per month.

Increases to the monthly member dues have been rare, indicative of a well-managed fund and investments with few pay-outs historically. They have been at \$5.50 since February 2017. You will see this increase reflected on your December pay stub under “QUFA Union Dues Levy.”

The Fund receives resources from two sources: member unions' dues and the interest that the Fund earns from its invested assets. With these resources, the Fund provides the following benefits to member associations:

- daily benefits for a union to provide strike pay to its members who are on strike or locked out, or on rotating strike;
- strike support loans to cover extraordinary expenses incurred by member unions in preparation for or during a strike or lockout;
- group insured benefit loans, which pay premiums for group benefits during a strike;
- strike mediation and arbitration benefits towards the costs of mediation or arbitration to settle a strike or lockout;
- mediation and arbitration benefits to assist with mediation and/or arbitration costs in settlement of collective agreement negotiations;

ANNOUNCEMENT New QUFA Podcast!

QUFA is pleased to announce the launch of its new Podcast, *Campus Conversations*.

Our first instalment is a series about Intellectual Property (IP) hosted by QUFA Member Michael Greenspan (Electrical and Computer Engineering). Check out the first three episodes of “IP for Busy Queen's Faculty” at this link and via Spotify:

<https://www.qufa.ca/podcast/>

- bargaining rights defence benefits towards the costs of defending bargaining rights, such as (a) claims of unfair labour practices or failure to bargain in good faith, where a collective agreement is being negotiated, and (b) in legal defence against legislative actions to remove or restrict collective bargaining and/or strike rights;
- solidarity daily benefits for a union's members who lose pay by lawfully showing solidarity with members of another union by refusing to cross a picket line when those individuals would otherwise be required to cross the picket line to get to their work; and
- strike support actions such as sending visitors from member unions to demonstrate in support of a member union engaged in a strike, or other actions that may help lead to the end of the strike.

If you have any further questions or concerns about the Fund, please feel free to reach out to me via e-mail.

Note

¹<https://defencefund.caut.ca>.

Valerie Bartlett can be reached at bartlett@queensu.ca.

POLITICAL ACTION

Graduate Workers Facing Food Insecurity

An Interview with Justyna Szewczyk-El Jassem, PSAC 901 President

By Rebecca Hall
Chair, Political Action and Communications Committee (PACC), QUFA

In fall of 2022, PSAC 901 hosted a social event for their members: graduate teaching assistants, teaching fellows, and postdoctoral scholars at Queen's. PSAC 901 President Justyna Szewczyk-El Jassem and fellow organizers were struck by the enthusiastic response to the event. The enthusiasm, they noted, went beyond a jovial appreciation for free food. Instead, PSAC 901 organizers heard from members about their difficulties paying bills and accessing food, especially healthy and tasty food, in times of austerity. Graduate and postdoctoral students have long faced the daily challenges of low and often precarious funding, but soaring inflation combined with stagnant government funding has resulted in a crisis for many graduate student workers. At a "Support our Science" rally on 1 May of this year, graduate students described increasing difficulties finding affordable housing, making rent, and buying groceries. This is no surprise, as annual university funding and Tri-Council stipends, which have not increased since 2003, fall below Canada's poverty line. The gap between a living wage and graduate funding—and often postdoctoral funding—has only become more punishing in recent years.

After hosting their fall dinner last year, organizers at PSAC 901 decided that they needed a more direct and efficient means of addressing food insecurity among graduate and postdoctoral workers at Queen's. They developed a grocery card

QUFA PEOPLE

Congratulations, Carolyn!



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Our congratulations to Dr Carolyn Prouse, who was awarded the Rising Star Activist Award at this year's Kingston and District Labour Council Oliver Doyle Activism Awards Banquet. Carolyn has been active in QUFA since her arrival at Queen's in 2018. With Dan Cohen, she co-founded a new faculty caucus to make space for and build support for new faculty voices on QUFA. In this work, Carolyn has emphasized the need for anti-oppressive and equity-driven approaches to labour organizing.

In 2022, Carolyn was elected as QUFA's Equity Representative. In this role, she has been a passionate and dedicated advocate for equity. Responding to the COVID-19 pandemic, Carolyn spearheaded a QUFA survey to assess faculty experiences of their working conditions throughout the pandemic. Carolyn brought an equity lens to this work, using the survey results to draw attention to the ways in which the pandemic has reproduced existing inequities and created new inequities. She is also an active member of QUFA's Political Action and Communications Committee and an active participant in QUFA's Executive and Council. QUFA nominated Carolyn to honour the rigour, passion, and dedication that she brings to her work, and we are thrilled that she was honoured with this award.

program, making \$75 grocery cards available to PSAC 901 members on an as-needed basis. "We wanted as few barriers as possible," says Szewczyk-El

Jassem. "We wanted to give grocery cards to everyone who asked, but that turned out to be absolutely impossible." In the Winter Term of

QUFA VOICES Voice Your Views!

If you have an opinion about anything you read in *QUFA Voices*, send us a letter to the editor!

mayr@queensu.ca



2023, the first term that the grocery cards were offered, PSAC 901 spent \$37,000 on grocery cards. Over the summer term, they spent another \$40,000. As the numbers suggest, demand for grocery cards among PSAC 901 members is far-reaching. However, when I asked about who was accessing the program, Szweczyk-El Jassem noted that food insecurity is grafted upon the differential experiences of graduate student workers. “We see a lot of migrant students in the program,” she says, “and a lot of grad students with families.”

With funding for grocery cards quickly dwindling, PSAC 901 organizers set up a GoFundMe campaign this past spring. This was followed by a food box program in the summer, co-organized by QUFA, that matched a small number of students facing food insecurity with vegetable boxes offered through a solidarity discount from Root Radical Farm. QUFA made solidarity donations to both of these campaigns, and QUFA Members

generously donated as individuals. While these campaigns helped support graduate student workers in immediate need, the conditions creating food insecurity have not changed. Szweczyk-El-Jassem explains that the GoFundMe had a dual purpose of meeting an immediate need while also sending a message to University administration, politicians, and the public that the conditions of graduate student work need to change. “Ultimately,” says Szweczyk-El Jassem, “it’s not the union’s job to be providing food for its members.” But witnessing the duress of its members, PSAC 901 organizers felt they had no other choice. Unfortunately, this fall, PSAC 901 was forced to end the grocery card program, with overwhelming demand exhausting their financial resources.

As QUFA Members, we work closely with PSAC 901 members in our teaching and our research, but, as a campus union, graduate student workers face unique barriers in their organizing. This is the result, in part, of their status as both university workers and students. Szweczyk-El Jassem points out:

It seems that we’re seen as employees when it suits the university and as students when it doesn’t. And when it comes to food insecurity, we’re not seen as employees. We’re seen as students and pointed to the services on campus that are supposed to tackle food insecurity. But at the core, graduate student food insecurity is the combined result of funding and our working conditions.

Szweczyk-El Jassem explained that low funding puts graduate students in a bind wherein they take on work—extra TAs, for example—to pay the bills, but that they face the ongoing trade-offs related to balancing their (funded) scholarship and their (waged) labour. Graduate student workers are limited in the

amount of paid work they can do to make ends meet because they must also do their research, and often taking on extra work slows their progress and maintains their precarious status for longer.

Szweczyk-El Jassem positions the food insecurity faced by PSAC 901 members in the broader context of university austerity in Ontario and Canada, more broadly: “This is not a Queen’s-isolated problem, but comes from structural issues related to university funding.” Indeed, a recent report¹ released by a provincially appointed Blue Ribbon Panel on Postsecondary Education on Financial Security remarked that, from 2008 to 2021, while inflation rose 20%, nominal operating grants fell from \$8,514 to \$8,350 per student.²

Here at Queen’s, PSAC 901 is in bargaining in the context of the budget crisis, which will impact Queen’s precarious workers most deeply. When I asked Szweczyk-El Jassem what solidarity between PSAC 901 and QUFA looked like to her, we spoke of both the political and the personal. Politically, she spoke of the need to address postsecondary austerity at multiple scales, while personally, she advocated for compassion between QUFA and PSAC 901 members. She asked that QUFA Members in supervisory positions approach PSAC 901 members through their multiple responsibilities—as workers, as students, and as people making ends meet in difficult times.

Notes

¹<https://files.ontario.ca/mcu-ensuring-financial-sustainability-for-ontarios-postsecondary-sector-en-2023-11-14.pdf>

²<https://cupe.ca/government-appointed-panel-confirms-massive-university-underfunding-ontario>

Rebecca Hall can be reached at rh116@queensu.ca.

LETTER TO THE EDITOR

The Failure of University Policies

Some reflections on University policies from a long-time professor at Queen's

By Christopher Pickles
Professor, Robert M. Buchan
Department of Mining

The Editor:

As I reflect back on my career over the last forty years at Queen's, a number of thoughts about University policies—in particular the failure of some of those policies—come into my mind.

Take academic integrity, for example. Queen's policy on departures from academic integrity is complex and legalistic in nature. How likely is it to be applied by professors unless they find a very serious case, since their time is already consumed by more pressing matters? If a student is accused of a departure, is it the professor's responsibility to resolve the issue? Currently, it seems the way academic integrity works is either that it's directly resolved by a private agreement between the professor and the student, or it's simply swept under the rug. Thus, cheating statistics are probably being significantly underestimated. I would think this situation leaves a lot of professors feeling demoralized.

I've even discovered fellow professors potentially breaching academic integrity by duplicating their own research papers. I reported one case to the University, and received a letter informing me the individual I reported had obtained legal counsel, but there was no indication that the University would provide me with legal counsel. I eventually grew tired of the University timelines and demands to produce documentation, which I found unreasonable, so I decided to spend my time on other

things. Should the onus have been on me to spend my time finding conclusive evidence of potential wrongdoing? I suppose this experience left me with a sense of dissatisfaction with the bureaucratic system.

A few years ago, I was nominated by some of my colleagues for an administrative position in my Department. During the process, I felt that I had been harassed. I filed a harassment report, and the University's harassment policy went into effect. I felt I had very little understanding of the process, and I was basically left without any support. After a number of meetings with a lawyer and after more than a year, a report was produced supporting the fact that I had been harassed. But why did the process take so long? And why is the complainant not entitled to the summary report of the outcome? During this process, it was also clear that confidentiality had been breached. As far as I know, there was no action taken. I was simply told that the committee was being educated about the importance of confidentiality.

So what I have experienced over forty years is unethical behaviour by professors; cheating by students; and harassment, discrimination, and breach of confidentiality in the workplace. Have the University's policies resulted in any improvements? What was the impact of these policies on the individuals who violated them or on those who reported them? Perhaps these policies look good on paper, but for professors like me they can be a nightmare. Is a good organization one that hides its transgressions and proclaims that everything is fine, or one that acknowledges its transgressions and strives to improve?

It's interesting to note that, when individuals are looking for promotion, tenure, or grant reviews, "arm's length" reviewers are required.

LETTER TO THE EDITOR

Academic Freedom Omission

QUFA's recent Statement on Academic Freedom omitted mention of anti-Israeli bigotry

By Michael Greenspan
Department of Electrical and Computer Engineering

The Editor:

In an e-mail distributed to all QUFA Members on 13 November 2023, motivated by the Israel-Hamas war, the QUFA Executive Committee issued a statement supporting Members' academic freedom. The statement specifically highlighted "antisemitism, Islamophobia, and anti-Palestinian racism on our campus."

What was conspicuously absent was any mention of anti-Israeli bigotry, which exists at Queen's and is significantly on the rise.

This striking omission implies that some types of hatred are less unsupportable than others, which not only detracts from the larger message supporting free inquiry, but is also a position that most Members would likely not support.

Michael Greenspan can be reached at michael.greenspan@queensu.ca.

Perhaps if University policies were created and investigations carried out by truly independent bodies, then we would see better deterrents and more timely justice in the outcomes.

Christopher Pickles can be reached at christopher.pickles@queensu.ca.

LETTER TO THE EDITOR

Long Floppy Sleeves?

It will take more than academic robes to elevate Queen's

By Adele Mercier

Department of Philosophy

Re: "A Call to Arms ... in Long Floppy Sleeves," Letter to the Editor by Professor Anya Hageman, QUFA Voices, October 2023.

The Editor:

Please reassure me that Professor Hageman was jesting.

"Drama" belongs to theatre, and "pageantry" to pageants, precisely.

In a university worthy of the name, "grandeur" and "excitement" come from concepts, not clothes; "the glory of the Academy" from research, not robes.

Imitating Harry Potter, Inc. is the epitome of the opposite of "ranking number one in imagination."

In a universe where 20-year-olds are routinely sent to war fronts while the 20-year-olds we treat as college "kids" are yearly infantilized in always novel ways, the last thing we need is more of that. In a universe where people can't distinguish fact from "alternative fact," and whole departments will deny the objectivity of truth, the last thing we need is to make "every day Hallowe'en."

At a university where so much is already a farce (for example, that QUFA is a labour union), the last thing we need is more pretend play at being real. At a notoriously cliquish university (just ask any student, faculty, staff, or Dumbledore-flattering union executive), the last thing this place needs is yet more clannishness. And in a city with high town-gown tensions, the last thing it

FYI

Coordination of Benefits

QUFA Members can easily coordinate their benefits automatically via Manulife's Web site

When both claimants or employees work at Queen's, Coordination of Benefits (COB) can be done automatically by Manulife. The information you will need to set up the COB includes the policy and certificate number for each policy. There are two ways to provide Manulife with this information:

Method 1: Electronic Submission

Log into Manulife's secure member site, and then use the following path to submit the information electronically:

- Select "Forms"
- Select "Find a Form" under "Administration Forms"
- Select "Application for Change (electronic submission)"
- Complete "Section 5: Coordination of Benefits" (and "Section 6: Family Information," if applicable)

Method 2: Manual Submission

Log into Manulife's secure member site, and then use the following path to complete the form manually:

- Select "Forms"
- Select "Find a Form" under "Administration Forms"

- Download "Application for Change"
- Complete "Section 8: Coordination of Benefits" (and "Section 9: Dependent Information Spouse," if applicable)

You will then need to sign the completed form and upload it to the Manulife member site:

- Navigate back to the Home Page
- Select "Send Documents"
- Select the file and follow the prompts to submit

Other Good Things to Know

If a spouse or partner is not covered by Manulife, please follow the process when submitting a claim on the Manulife site:

- Select "Submit a Claim"
- Select service type and covered member
- Select "Yes" when prompted, "Do they have other coverage?"
- Follow the prompts to enter required information

If both parents have family coverage, any claims for children need to be submitted first to the parent with the birthday month that comes first in the year. If the first plan does not pay the full amount, submit it to the other parent's plan.

QUFA can be reached at qufa@queensu.ca.

needs are streets flopping with gowned pretensions.

If the point is to "connect to hundreds of years of history," might I propose, as more elevating than playing Hogwarts and capitalizing on useless

merchandise, that you join me in teaching your classes in Latin.

Vestis monachum non facit.

Adele Mercier can be reached at adele.mercier@gmail.com.

GRIEVANCE CORNER

A Forced Agreement Is Not a Binding Contract

Non-disclosure agreements are not necessarily legally binding contracts, and Members cannot be compelled to sign them

By Karen Sisson
Grievance Officer, QUFA

It was brought to QUFA's attention that some Members were recently directed to sign non-disclosure agreements (NDAs) during their attendance at a faculty meeting. The Members who expressed discomfort with the unilaterally imposed "agreement" faced pressure to sign from administrators and, despite their discomfort and uncertainty, many did sign the form for fear of reprisal in the event they refused.

Following that meeting, confusion and uncertainty continued. The terms of the "agreement" had not been discussed or clearly outlined on the form presented to the Members. Many Members left the meeting carrying a sense of astonishment and anxiety about these events, uncertain whether they were now vulnerable to facing legal or employment-related implications if they betrayed the secrecy the form sought to enforce. QUFA is advised that the form also incorporated a restriction against revealing its very existence, leading many to believe they were prohibited from seeking any form of advice from QUFA about the implications of these events or discussing the events with other faculty that were present at the meeting.

In response to these unfortunate events, today's Grievance Corner will review two basic elements that are typically necessary to establish a legally enforceable contract: **clarity of terms** and **the exchange of consideration**. This legal information is provided with a view to equipping Members with a basic understanding



James Keuning / Public Domain

QUFA Members who are asked to sign a non-disclosure agreement should know their rights. The employer does not have the right or authority to demand employees sign legally binding agreements without an opportunity to know what they are signing, and the implications of choosing to sign or not to sign.

of some fundamental tenets of contract law. It is not meant to be a substitute for legal advice in relation to any particular contract you may be a party to. The hope is that providing a review of some general principles will assist Members to feel better equipped to respond in the unlikely event they face similar circumstances in the future.

Offer and Acceptance: Clarity of Terms and the Right to Be Informed

Of utmost concern is the fact that Members felt compelled to enter into

an "agreement" that many believed would be legally binding without any clear understanding of the expectations of the agreement. Some faculty expressed that it was unclear what information was required to be kept confidential, for how long, and what remedy would apply if the NDA was considered to have been breached.

When there is an intention to create a legally binding contract, the parties must demonstrate that there has been an offer and an acceptance of the terms. Clear and unambiguous

SOCIAL MEDIA

Access QUFA Online

QUFA Members can interact online with QUFA in many different ways!

QUFA's online and social-media resources contain a wealth of information about your faculty association, including upcoming events, information about the collective agreement, news items of interest, and more. Follow us!

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contract terms show that the parties have come to the same understanding with respect to any mutual obligations, that the understanding has been freely negotiated between the parties, and that there was an intention to be bound by the terms. A contract that contains imprecise, ambiguous, or incomplete terms is a contract rife with opportunities for either party to claim that the contract is incomplete because the essential provisions have not been determined, there was no shared intention to be legally bound, or there has been misrepresentation or mistake.

In the case of the NDA proposed to faculty Members, QUFA is advised that there was no clarity provided respecting what information was intended to be captured via the NDA, how long the NDA would be applicable, and what consequences would apply in the event the agreement was breached. Members were directed to sign the form absent any notice of the intention to propose an NDA, and absent any opportunity to seek legal advice or advice from QUFA respecting Collective Agreement rights and protections.

Offer and Acceptance: The Exchange of Consideration

Further to the need for clarity of terms, another basic tenet of contract law is the exchange of consideration. The exchange of consideration refers to the need for each party to exchange something of value to demonstrate that the "promise" of either party has been bargained for. That is necessary because a gratuitous promise is not legally enforceable. The exchange may be symbolic, and you may hear legal professionals colloquially refer to the exchange of a "mere peppercorn" as satisfying the necessary principles of demonstrating offer and acceptance.

In the case of an NDA, the consideration is often the provision of the protected information in

exchange for the promise to maintain confidentiality. When information has already been shared, it is possible to propose an NDA, but it is not possible to compel an individual who has already been provided information to sign an NDA after the fact, especially absent the provision of additional consideration in exchange for the promise.

An Individual Cannot Be Compelled to Sign

QUFA was deeply troubled and alarmed by the University's choice to subject Members to such unreasonable and misleading intimidation tactics. The University is entitled to require that faculty maintain confidentiality of private information gained in the course of their employment; that expectation is a basic tenet of the employment relationship grounded in an employee's fundamental duties to the employer. The suggestion that an additional "agreement" was required to fortify the University's interest in maintaining secrecy was an unnecessary and frankly futile exercise.

The employer simply does not have the right or authority to demand employees sign legally binding agreements without an opportunity to know what they are signing, and the implications of choosing to sign or not to sign. It is always reasonable and advisable to identify that you require time to closely review a proposed agreement and seek advice from QUFA or another advisor as necessary. While it is possible to sign an agreement and later argue it was not a valid contract, it is typically better to simply decline to sign an agreement until and unless you fully understand the terms and are able to freely choose whether to agree to be bound by them.

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