



Queen's-QUFA Collective Agreement

2019-2022 updates

<p>Housekeeping <i>Throughout the Collective Agreement</i></p>	<ul style="list-style-type: none"> - References to PARTEQ shall be corrected - Gender neutral pronouns will be employed
<p>Accommodation <i>Article 9 and throughout the Collective Agreement</i></p>	<p>Article 9 was updated to ensure that the provisions of both discrimination and the duty to accommodate are consistent with the Human Rights Code.</p> <p>Secondarily, the previous Collective Agreement used the word “accommodation” in the following contexts</p> <ul style="list-style-type: none"> - the legislated duty to accommodate - adjusting to circumstances such as preferences - the act of providing something (e.g. lodging) to meet a need <p>Language has been clarified such that “accommodate” is the legislated duty to accommodate and other terminology has been changed for the remaining contexts.</p>
<p>Relations with Students <i>Article 15.1.1 and 18.1.2</i></p>	<p>Changes have been made with reference to Member reporting and obligations around relations with students.</p> <p>Article 15.1.1 - The text in italics has been added “Members shall meet their obligations in a professional manner, <i>including maintaining professional boundaries in their interactions with</i></p>

	<p><i>students.”</i></p> <p>Article 18.1.2 – now reads “shall immediately disclose to their Unit Head in writing, and where their Unit Head is not the Dean also to the Dean, any personal, sexual or otherwise intimate relationship or communications with a student with whom the Member has a supervisory or evaluative relationship, or with respect to whom the Member may exercise any authority or ability to confer or refuse benefits of a financial or academic natures, and their Dean shall forthwith consult and make determinations as contemplated in per Article 18.1.1.5</p> <p>Note that this new language makes clear that at this juncture a Member can be disciplined for violation of Article 15.</p>
<p>Conduct of Investigations/Harassment <i>MOA, Article 20.3 & 21</i></p>	<p>Article 20.3.4 (from the previous agreement) –the six month timeline for investigations has been deleted</p> <p>21.3 – Harassment and Discrimination Contrary to Human Rights – The previous language was deleted and now reads “The Parties consider harassment and discrimination contrary to the Human Rights Code to be a serious offence which violates fundamental human rights, personal dignity and integrity. Allegations of harassment and discrimination contrary to Human Rights against a Member, shall be dealt with pursuant to Article 20. “</p> <p>MOA – When a Member is under investigation and has been imposed discipline, and the Association has filed a grievance, the Association may request to have access to the investigation report. The University shall prepare a Solicitor’s undertaking, which the Association will execute and the University shall facilitate access to a hard copy of the report to the Association.</p>
<p>Biennial Performance Review and Merit <i>Article 28 & 42</i></p>	<p>Merit will allow for an individual score in each of Year One and Two, which will be averaged.</p> <p>Article 28.1.1 (d) – “determine the Member’s</p>

	<p>biennially assessed merit ratings based on the biennial review as per Article 28.1.1 (d) or based on the two annual reviews as per Article 28.1.1 (a) expressed as a separate score for each year in the review period.</p> <p>Article 28.3.6 (c) – note “for the <i>biennial</i> assignment of annual merit”</p> <p>Article 42.2.2.6 (Faculty)– The following language was added. “The merit ratings assigned to a Member as per article 28.1.1 (d) shall be averaged to determine a biennial merit score which will be applied to the merit-based salary adjustment in each of the two subsequent years.”</p> <p>Article 42.2.2.9 – The following language was added “The total biennial merit scores assigned to all Members as per Article 42.2.2.6 shall fall between the minimum and maximum above.”</p> <p>Article 42.5.3.4 (Librarians and Archivists) – The following language was added for Librarians and Archivists “The merit ratings assigned to a Member as per article 28.1.1 (d) shall be averaged to determine a biennial merit score which will be applied to be the merit-based salary adjustment in each of the two subsequent years.”</p> <p>Article 42.5.3.6 - Adjusting language to reflect the addition of 42.5.3.4 above.</p>
<p>QIIC & QSSET LOA, Article 29.3 & Appendix E</p>	<p><i>Changes to Article 29.3 and Appendix E highlight the rules and functionality around the new Queen’s University Survey of Students’ Experience of Teaching (QSSET) which will replace the University Survey of Student Assessment of Teaching (USAT). QSSET will be administered online.</i></p> <p>Article 29.1/29.2 language mandating consideration of Teaching Dossiers, which mirrors language for QSSET.</p> <p>Article 29.3 specifies how data from QSSET responses shall be reported and precludes the use of means.</p> <p>Appendix E establishes a standing committee charged with ongoing oversight of QSSET</p>

	<p>administration and use.</p> <p>Note that 29.1.6 added at the end “Where a Member has submitted a Teaching Dossier, material contained therein relevant to the indications of teaching effectiveness specified in 29.1.3 shall be considered in the University’s assessment of the Member’s teaching performance.”</p> <p>29.1.7 (of the previous agreement as been deleted) - this is in reference to Graduate Courses being considered under 29.1.5</p> <p>LOA – The LOA pertains to how the University can utilize QSSET responses to determine statistical correlations among responses to different questions (responses must be anonymized and analyzed by a subcommittee of the JCAA)</p>
<p>RTP Processes <i>Article 30 & 31, Schedule E & F</i></p>	<p>Changes to RTP processes focused on :</p> <ul style="list-style-type: none"> - How to account for deferrals in the application file - Members descriptions of collaborative work - Forwarding materials or responses that require an interpretation of the collective agreement, and the responses by Faculty Relations, to the Association. <p>30.5/31.4 – Eligibility – Members in Initial and Renewed appointments may elect for a deferral in the event of becoming a parent or due to a sick leave. This shall be approved by the Dean and sent to the Provost and VP Academic to be documented in a letter of deferral form the Provost and VP Academic in the form of Schedule E.</p> <p>30.8/31.7 – Referees – Members with deferrals will disclose to their Unit Head by the July 15th meeting with Schedule E. The Unit Head shall ensure a Notice to Assessors and Referees in the form of Schedule F is prepared and signed by the Member and the</p>

	<p>Unit Head, and made available to all Referees and Assessors through inclusion in the Member's Application File.</p> <p>- In addition, if relevant, Members will provide a description of their contributions in the case of collaborative scholarly/creative work, including co-authorship.</p> <p>30.9/31.8 – Member's Application File - The addition of the Notice to Assessors and Referees (Schedule F), if relevant</p> <p>30.13/31.11 Renewal/Tenure/Promotion File - If the Member submits material or a response which includes an interpretation of the Collective Agreement or past practice it is delivered to Faculty Relations. Faculty Relations will now forward this to the Association, as well as any copy of the response submitted by Faculty Relations.</p> <p>Schedule E – Deferral of RTP/RCAP Application Schedule F – Notice to Assessors and Referees</p>
<p>Promotion of Adjunct Faculty <i>Article 32.6</i></p>	<p>A Continuing Adjunct who is promoted to Associate Professor and who is successful in obtaining an external research grant within three years of being granted Promotion, shall be granted a one-half (0.5) credit course teaching release with no reduction in salary in the first Academic Year following receipt of the research funding.</p>
<p>Workload Standards Review <i>Article 37</i></p>	<p>The function of the Workload Review Sub-committee and the Workload Standard Review and Ratification processes were amended.</p> <p>37.1 – Academic Unit Workload Standards - clarification with respect to the Workload Standard Review Sub-committee, its role, the ratification process and what constitutes a legitimate standard.</p> <p>37.2.8 Assignment of Teaching and Service Duties for Faculty – Timetabling for equity</p>

	<p>seeking groups – “Timetabling Tiers”</p> <p>37.5 – Librarian and Archivist Workload – Consolidating processes to align with Faculty</p> <p>37.6 – Workload Standard Review and Ratification Process - This outlines the process for a Unit/Department/Library to follow when reviewing, updating and ratifying their workload standard.</p>
<p>Duration <i>Article 43</i></p>	<p>In the event that all of the conditions in the Parties Pension MOA dated December 11, 2018 are satisfied the date “June 30, 2022” shall be substituted for the date “April 30, 2022” in article 43.1</p>
<p>Voluntary Phased Retirement <i>Program Highlights</i></p>	<ul style="list-style-type: none"> - Eligible Members can apply as soon as July 1, 2020 to begin to phase out their work on July 1, 2021, if they are approved - The program is 3 years in duration beginning on July 1 and ending on June 30. - The supplement is 75% of the regular salary in the year of commencement. - Tenured faculty, librarians and archivists with 0.75 FTE and 10 years of service are eligible. Continuing adjuncts with 0.5 FTE and 10 years of service are eligible. - A Member must be 65 by June 30 of the third year of the Program. - The University may defer a Member who is not yet 65 years of age for one year if there are many applications. - The Member must reduce their workload over the three years, with a commensurate reduction in pay, and their full range of responsibilities must continue to be performed in each year. - The proposed plan must be feasible and compatible with unit interests. - Academic leaves are permitted during the program and count at 100% workload. - The program is irrevocable. - It is recommended that Members seek professional financial and tax advice

	<p>before committing to the Program.</p> <ul style="list-style-type: none"> - For full details please consult the Voluntary Phased Retirement LOA and its appendix.
<p>Pension MOA <i>Conditional Terms of Employment Effective on UPP Accrual Date projected to by July 1 2021</i></p>	<p>-Member/Employer Contributions under the UPP the contributions will be shared equally (50/50) and subject to change as determined by the Sponsors of the UPP. It is anticipated that the contribution rate will be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earning above the YMPE.</p> <p>- One-time salary increase for Queen's UPP Contributing Members Effective on the UPP Accrual date, a 1.5% special one-time salary adjustment to base salary up to the UPP pensionable earnings cap will be implemented. Members must be contributing to the UPP on the UPP Accrual Date.</p> <p>- Unreduced Early Retirement for Minimum Guarantee Benefit Effective on the UPP Accrual Date the University shall amend the QPP to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit if the QPP Member has both attained age 60 and has at least 80 age plus continuous service points.</p>
<p>Monetary Provisions</p>	<p>Compensation – Across-the Board Increase</p> <ul style="list-style-type: none"> - 1.6% May 1, 2019 - 1.6% May 1, 2020 - 1.9% May 1, 2021 <p>Anomalies Fund, AST and Principal's Retention Fund</p> <ul style="list-style-type: none"> - \$40,000 will be available in each of the three years in order to adjust salaries of individuals Members. The fund amount will be divided equally between AST and the Principal's Retention Fund. <p>Anomalies Fund for Librarians/Archivists</p> <ul style="list-style-type: none"> - \$5000 will be available in each of the three years in order to adjust salaries of

	<p>individual librarian and archivist Members that are found to anomalous.</p> <p>Vacation Pay for Term Adjuncts - Vacation pay shall be paid at 4%, unless a Term Adjunct's period of employment is five years or more in which case vacation pay shall be 6% of wages.</p>
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