

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

QUEEN'S UNIVERSITY ("University")

AND

QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

WHEREAS, as per Article 28.1.1 (a) of the Collective Agreement, the University reviews annually the performance of Members with Tenure Track, Continuing Track, or Non-Renewable appointments, and those holding a Special Appointment that has been renewed less than two (2) times ("**Members Reviewed Annually**");

AND WHEREAS, as per Article 28.1.1 (b) of the Collective Agreement, the University reviews biennially the performance of Members with Tenure, or with a Continuing Appointment or holding a Special Appointment that has renewed two or more times ("**Members Reviewed Biennially**");

AND WHEREAS the University conducts the review for the purposes set out in Articles 28.1.1 (c) and (d);

AND WHEREAS, in accordance with Article 28.2.1 and the performance review cycle that has been established: Members Reviewed Annually were required to submit an Annual Report in respect of 2019 on or before February 1, 2020, and are scheduled to submit an Annual Report on or before February 1, 2021 to record their achievements and activities and to identify areas for development in respect of calendar year 2020; and, Members Reviewed Biennially are scheduled to submit a Biennial Report on or before February 1, 2021, to record their accomplishments in each of calendar years 2019 and 2020;

AND WHEREAS the Parties entered into a Letter of Understanding in June 2020, prescribing certain, temporary modifications of the Collective Agreement, including processes, related to the COVID-19 Emergency ("**COVID-19 Emergency LOU**");

AND WHEREAS the Parties wish to modify temporarily certain requirements applicable to Members.

NOW THEREFORE, the Parties agree that:

1. **Members Reviewed Annually** are required to submit: on or before February 1, 2021, an Annual Report in respect of calendar year 2020, in accordance with Article 28.1.1 (c), but not for determination of a merit rating; and, on or before February 1, 2022, an Annual Report to record achievements and activities in respect of calendar year 2021.
2. Members who, in accordance with Article 28.1.1 (b), would ordinarily submit a Biennial Report, on or before February 1, 2021 to record their accomplishments in each of calendar years 2019 and 2020 (i.e. **Members Reviewed Biennially**), are required to submit: on or before February 1, 2021, only an Annual Report in respect of their achievements and activities in calendar year 2019; and on or before February 1, 2022, a Biennial Report to record their achievements and activities in each of calendar years 2020 and 2021;
3. Members Reviewed Annually who submitted an Annual Report on or before February 1, 2020 shall be assessed and given a merit rating in order to determine a salary adjustment, in respect of their performance in 2019, by the University in 2021.
4. Members Reviewed Annually shall be assessed and given merit ratings expressed as a separate score for each year in the review period in order to determine a salary adjustment, in respect of their performance in 2020 and 2021, by the University in 2022; these scores will be applied in accordance with Article 42.2.2.6 and 42.5.3.4.
5. Members Reviewed Biennially shall be assessed and given a merit rating in order to determine a salary adjustment, only in respect of their performance in calendar year 2019, by the University in 2021.
6. Members Reviewed Biennially shall be assessed and given merit ratings expressed as a separate score for each year in the review period in order to determine a salary adjustment in respect of their performance in calendar years 2020 and 2021 by the University in 2022; these scores will be applied in accordance with Articles 42.2.2.6 and 42.5.3.4.
7. Notwithstanding the COVID-19 Emergency temporary changes for Members set out in this MOA, relating to processes of reporting,

performance assessment and merit, the Parties confirm that the process described in Article 41.7.3 of the Collective Agreement whereby **Department Heads** are evaluated annually “based on the performance of their delegated administrative responsibilities and other workload duties” and granted “administrative merit based on their performance” in that role, will proceed in respect of calendar year 2020.

8. This Memorandum of Agreement, after execution by the Parties, will become Schedule E to the COVID-19 Emergency LOU.

Signed this 6 ~~day~~ ^{December} of 2020, 2020.

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Dan McKeown
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For the UNIVERSITY

For QUFA