

**MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS
RELATING TO THE NEGOTIATION OF A ROLL-OVER AGREEMENT
("Roll-Over MOA")**

Between:

QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

- and -

QUEEN'S UNIVERSITY ("University")

WHEREAS the University and QUFA are Parties to a Collective Agreement;

AND WHEREAS as per Article 43.1 of the current Queen's-QUFA Collective Agreement ("the Current Collective Agreement") between the Parties, the Current Collective Agreement will expire on June 30, 2025;

AND WHEREAS as per Article 4.3, the official copy is posted on the Faculty Relations office website;

AND WHEREAS the Negotiating Committees of QUFA and the University met and exchanged written proposals in April 2025 regarding a proposed *roll-over* that would effectively amend and extend the operation of the Current Collective Agreement;

AND WHEREAS, the Parties have negotiated an extension of the Current Collective Agreement such that it shall remain in full force and effect for one additional year, until June 30, 2026 rather than June 30, 2025, except as modified by this Memorandum of Agreement ("Roll-Over MOA");

AND WHEREAS, following successful ratification of the Roll-Over MOA by both Parties, the Current Collective Agreement will be amended in accordance with the Roll-Over MOA to create a Renewed Collective Agreement that will be in force July 1, 2025 to June 30, 2026;

AND WHEREAS, in their Collective Agreement at Article 35, the Parties acknowledge the valued contribution of all Members, and affirm their shared interest in the long-term health of the University;

NOW, THEREFORE, the Parties agree as follows:

1. The Roll-Over MOA constitutes the entire agreement of the Parties with respect to a Renewed Collective Agreement.

2. The duration clause (Article 43) and the other Articles of the Current Collective Agreement, and all of its Appendices, Schedules, Letters of Agreement, and Memoranda of Agreement shall be extended such that the Collective Agreement shall remain in full force and effect for one additional year, until June 30, 2026, subject to the following:
 - a. There will be an “across-the-board (ATB)” increase in all Members’ salaries of 2.25 % effective July 1, 2025. This adjustment shall be applied to all elements in the Renewed Collective Agreement to which the ATB is normally applied.
 - b. There will be an increase in the PER reimbursable maxima in Article 36.3 of the Current Collective Agreement, for the duration of the Renewed Collective Agreement only. Refer to Attachment D.
 - c. On May 1, 2026, the University shall accord to the Association at no cost eighteen (18) units of support for the Association President and other officers designated by the Association (i.e. six-units of support incremental to the units that the University accords to the Association as per Article 7.1.1 of the Current Collective Agreement), the value of which shall be calculated according to Article 7.2 and subject to the maximum value of eighteen (18) times the Term Adjunct Base Stipend plus 4% vacation pay plus 8% in-lieu of benefits.
 - d. Appendix V “MOA RE Return to Annual Performance Review and Merit” shall be removed permanently.
 - e. LOA#2 “RE: Adding a Function to the Mandate of the Workload Standard Review Subcommittee (“the Subcommittee”)” shall be extended with a new deadline to report back to the JCAA of December 15, 2025.
 - f. LOA#5 “RE: Spousal Appointments Discussions at JCAA” shall be extended until June 30, 2026 but only in respect of the requirement at paragraph #2 therein to provide an annual report of spousal hires, based on available data which will be anonymized as required;
 - g. The work envisioned in LOA#6, “Joint Working Group (JWG) to Review Compensation Model for Bargaining Unit Members”, shall be resumed with the objective of making non-binding recommendations to the JCAA no later than February 2, 2026, concerning alternatives to and/or revisions of the compensation model for non-Term Adjunct Members, including but not limited to merit. Refer to Attachment A;

- h. LOA#7 “RE: Article 24.2.1” shall be removed permanently.
 - i. Refer to Attachment B.
 - j. Refer to Attachment C Re: Modifications of Articles 6, 9, 25.
 - k. Refer to Attachment E.
3. As soon as practicable following execution of this Roll-Over MOA, the Negotiating Committees of the Parties shall present it to their respective principals and will recommend unanimously its ratification.
 4. Upon successful ratification of the Roll-Over MOA by both Parties, those items listed in paragraph #2 will become effective and will continue only for the duration of the Renewed Collective Agreement unless described to the contrary.
 5. Neither this Roll-Over MOA, nor any constituent part, shall have any retroactive force or effect.
 6. This Roll-Over MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiators of both Parties.
 7. The Parties recognize that this Roll-Over MOA may contain inadvertent typographical errors or omissions that do not reflect the negotiated intention of the Parties. In such circumstances, the Parties agree to work collaboratively to make corrections required to give effect to their negotiated intention. The Parties also agree to make housekeeping modifications required to give effect to their negotiated intention. To the extent it is required, the Parties will refer to bargaining documents. Subsequent to ratification, as per Articles 4.2 and 4.3, the Parties will cooperate in any technical editing to enable posting of the Renewed Collective Agreement.

SIGNED THIS 28 DAY OF APRIL, 2025

DocuSigned by:
Dan McKeown
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QUEEN'S UNIVERSITY

Per: Dan McKeown

Chief Negotiator

Signed by:
Jordan Morelli
DocuSigned by:
Leslie Jermyn
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QUFA

Per: Jordan Morelli & Leslie Jermyn

Co-Chief Negotiators

ATTACHMENT A

**LOA #6 – JOINT WORKING GROUP (“JWG”) TO REVIEW
COMPENSATION MODEL FOR BARGAINING UNIT MEMBERS**

The Parties will resume their review of the current compensation model applicable to QUFA bargaining unit members other than Term Adjuncts, to determine if updates are necessary. The Joint Working Group (JWG), comprised of an equal number of Administration members and QUFA bargaining unit members and jointly chaired, will continue to be tasked with this responsibility and will continue to subscribe to their Terms of Reference, during the term of the Agreement ending June 30, 2026, with the objective of making non-binding recommendations to JCAA no later than February 2, 2026. The Parties will not be bound to implement recommendations in the JWG’s report, but either or both Parties may refer to it in the next round of bargaining in 2026.

Following ratification, the JWG will meet not less than once per month through August 2025, and thereafter twice per month until February 2, 2026.

The JWG shall consider: the merit scoring scheme (and content in Article 28 and 42) and, whether the financial components of the current compensation system remain appropriate and are achieving the desired results.

SIGNED THIS — 28 DAY OF April 2025

DocuSigned by:
ORIGINAL SIGNED BY:
Dan McKeown
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QUEEN'S UNIVERSITY
per Dan McKeown

DocuSigned by:
ORIGINAL SIGNED BY:
Leslie Jermyn
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QUFA
per Leslie Jermyn

Signed by:
Jordan Morelli
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QUFA
per Jordan Morelli

ATTACHMENT B

For the duration of the Renewed Collective Agreement, the University agrees to the following:

1. It will not carry out an academic restructuring, including the merging of academic Units, the closure of academic Units, and/or the creation of new academic Units or Faculties or new educational centres/entities offering for credit courses.
2. Without limiting the effect of the continuing obligation at Article 6.3 c) of the Collective Agreement of providing the Association with timely disclosure of information, the University shall engage in timely and meaningful consultation with the Association, and its Members, regarding changes that the University is seriously contemplating that would have a direct financial impact on Members or otherwise substantially impact Members' terms and conditions of employment.
3. It will engage in timely and meaningful consultation with the Association regarding changes that the University is seriously contemplating that will have a direct impact on the Association, including voluntary retirement or voluntary resignation/exit programs for Members that are novel in that they are not referenced in the Current Collective Agreement.
4. In the event that the University decides to make available to eligible Members participation in a voluntary retirement and/or voluntary exit program, the end of employment date for participants will be a date that is on or after July 1, 2026.

ATTACHMENT C

(i.e., Items, including Memoranda of Agreement, that were agreed to by the Parties during the current round of collective bargaining and will form part of the Renewed Collective Agreement)

ARTICLE 6 – CORRESPONDENCE AND INFORMATION

- 6.1 Except where otherwise specified in this Agreement, all regular correspondence between the Association and the University arising out of this Agreement or incidental to it shall pass between the President of the Association and the Faculty Relations Office, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail system. All communications required by Article 19 and Article 20 shall be delivered during business hours in a manner that permits acknowledgement of receipt if requested or if required by this Agreement.
- 6.2 The University shall provide the Association with the following information as stipulated below, for the duration of this Agreement:
- (a) On a monthly basis, for all Members (except Term Adjuncts), an electronic list containing the name, employee ID number, appointment, rank, date of appointment to each rank, birth date, gender, Unit(s), Faculty, University e-mail address, FTE and nominal and actual salary. The list shall be supplemented on a quarterly basis with the names and information of any additional Members and details of any revision to appointments, including assignment of additional duties, for Members.
 - (b) By the end of January, May, July, and September, for Term Adjuncts, an electronic list containing the name, employee ID number, title, rank, contract start and end dates, gender, Unit(s), Faculty, e-mail address, remuneration for each course, identification of course(s) and proportion of course(s) taught, remuneration for and identification of additional duties, Years of Teaching Experience, and Right of Renewal/Reappointment status.
 - (c) Years of experience (YOE) as of the preceding July 1 for all Members (except Term Adjuncts), provided once per year no later than September 15;
 - (d) On a monthly basis, an electronic list of all Members whose employment has been terminated, the date of terminations, and the categories of termination, such as expiration of contract, death, resignation, retirement and dismissal;
 - (e) By the end of January and July, an electronic list of the names and new ranks of Members who have received promotions, and the effective dates of such promotions;
 - (f) By the end of January, May, July and September, an electronic list of all Members on leave for the present Academic Year or part thereof and the type of leave granted; and

- (g) By the end of January, May, July, and September, an electronic list of all Members on Long-Term Disability as of the date the list is produced.

6.3 The University shall provide the Association with the following information:

- (a) The materials provided quarterly to the Board that track the University's financial position throughout the year;
- (b) Two (2) copies of the annual audited financial statements of the University when approved by the Board;
- (c) Timely disclosure of the existence and scope of any Faculty-wide, Library-wide, Archive-wide, or University-wide planning activities which
 - (i) have direct financial impact on the Members; or
 - (ii) otherwise substantially impact on the terms and conditions of employment of the Members;
- (d) Two (2) copies of the latest University budget and budget reports when released to the Board;
- (e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

6.4 The Association agrees to provide the University with the following information:

- (a) A copy of any Association communication bulletin for Members when and in the same format as it is distributed to Members;
- (b) Notification of any changes to the Constitution and By-laws of the Association for Members and if there are no changes, at least annually, a null report;
- (c) An up-to-date list of the Executive Committee of the Association and all other standing committees of the Executive pertaining to this Bargaining Unit after changes to the composition of those committees;
- (d) Notice and Agenda of the Association's General Meetings (regular and special) when and in the same format as they are distributed to Members, and Minutes of those meetings after approval;

(e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 9 – DISCRIMINATION AND ACCOMMODATION

9.1 NO REPRISAL

9.1.1 Every Member has a right to claim and enforce their rights under this Article without reprisal or threat of reprisal for so doing.

9.2 DISCRIMINATION

9.2.1 The University is subject to the requirements of the OHRC, including a prohibition on discrimination in employment on the enumerated grounds, and a duty to accommodate to the point of undue hardship.

9.2.2 There shall be no discrimination exercised or practised on the basis of political affiliation or because of membership or participation in the Association.

9.3 DUTY TO ACCOMMODATE

9.3.1 The University's duty to accommodate as per Article 9.2.1 may include, but is not limited to, any necessary adjustments to physical work space, modification of a Member's work assignment and modification of the time requirements for tenure, promotion and continuing decisions as per Articles 30 and 31 in order to remove barriers that limit the Member's ability to meet the accepted standards.

9.3.2 The duty to accommodate, when triggered, may require the modification of measurements and indicators normally used in the assessment of a Member's work for merit, and for tenure, promotion or continuing decisions as per Articles 30 and 31, to enable the Member's full participation and recognition in the workplace.

9.3.3 The University shall engage (at the University's expense), the services of individuals having appropriate expertise (either internal or external to the University) to assess the need for accommodation and to advise on an appropriate plan. Members seeking accommodation of disability shall contact Employee Wellness Services and participate in developing an accommodation plan.

9.3.4 If the University reasonably requires medical evidence to establish the need for accommodation, the Associate Vice-Principal (Faculty Relations) or delegate shall request that the Member provide a medical certificate outlining the medical limitations affecting the Member's ability to perform their responsibilities at work. If the Associate Vice-Principal (Faculty Relations) or delegate has reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member,

and the expenses reasonably incurred to establish the need for accommodation will be paid by the University. This Article 9.3 shall not apply to a request of a Member to participate in an independent medical examination (IME) made by a disability insurer of the Workplace Safety and Insurance Board.

ARTICLE 25 – APPOINTMENTS

25.1 General

25.1.1 Types of Appointments

25.1.1.1 All Members shall have an appointment corresponding to one of the types described in Article 25.1 or Article 25.2.

25.1.2 Tenure or Tenure-Track Faculty Appointments

25.1.2.1 An Initial Tenure-track appointment is a faculty appointment of not less than two (2) years and ten (10) months and not more than three (3) years and ten (10) months less one (1) day, but normally being three (3) years. All such contracts shall end on June 30. This type of appointment is with appropriate rank and a full range of academic responsibilities. The Member is normally expected to apply for a Renewed Tenure-track appointment in the final year of an Initial Tenure-track appointment.

25.1.2.2 A Renewed Tenure-track appointment is a faculty appointment, normally of three (3) years duration, with appropriate rank and a full range of academic responsibilities. The Member is normally expected to apply for a Tenured appointment in the final year of a Renewed Tenure-track appointment.

25.1.2.3 A Tenured appointment is a faculty appointment with rank and a full range of academic responsibilities that can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

25.1.3 Adjunct Faculty Appointments

25.1.3.1 A Term Adjunct appointment is a limited-term adjunct faculty appointment of up to three (3) years duration, with appropriate rank and a limited range of academic responsibilities. Term Adjuncts are appointed to instruct and evaluate, for pay, individually or jointly, one or more degree credit course(s) or course section(s) (or parts thereof) as set out in their letter of appointment, or to perform Course Development or Major Revision work as per Appendix S.

25.1.3.2 A Continuing Adjunct appointment is an adjunct faculty appointment with appropriate rank and a limited range of academic responsibilities that can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

25.1.3.3 Any Member holding an appointment described in Article 25.1.3 may apply for an advertised Tenure-track position at the University. Consistent with the principles of employment equity, the Parties agree that the primary criterion for appointment to positions at the University is academic and professional excellence and that no candidate shall be recommended who does not meet the criteria for the appointment in question.

25.1.4 **Non-Renewable and Special Appointments**

25.1.4.1 A Non-Renewable appointment is a non-renewable limited-term faculty appointment with appropriate rank and a full range of academic responsibilities for a period of not more than three (3) years. The letter of appointment shall expressly state that the appointment is non-renewable. If a faculty Member is reappointed (effective on or after July 1, 2008) as a Non-Renewable appointment, after a Non-Renewable appointment, then the Member shall be deemed to have been granted a Tenure-track appointment.

25.1.4.2 A Non-Renewable Replacement appointment is a non-renewable limited-term faculty appointment where the appointee replaces another Member who is on leave, holds an administrative post, or has been seconded to another function, and who is expected to return within five (5) years. This appointment is with appropriate rank and a full range of academic responsibilities, and shall be for a period of not more than three (3) years. The term may be extended for not more than two (2) additional years, where

(a) the probability of the return of the person being replaced is very high; and

(b) the Appointments Committee of the Unit considers the extension preferable to seeking a new replacement.

25.1.4.3 A Special appointment is a faculty/librarian/archivist appointment that is funded at least fifty (50) percent from sources external to Queen's. Special appointments are made for a limited term that corresponds with the duration of the external funding and have an appropriate rank and a range of responsibilities agreed upon between the University and the appointee.

25.1.4.4 Reappointment of a Special Appointee is subject to the requirements of and continued funding by the external funding agency. Special Appointees may be reappointed using the procedures and appropriately modified criteria for the renewal of Tenure-track faculty. Subsequent to two (2) such reappointments, or any number of reappointments, which when added to the term of the original appointment equals six (6) years or more, any further reappointment shall occur if there is continued funding by the external

funding agency and shall not require the application of these procedures and criteria. If the current term of a Special appointment is longer than twelve (12) months, the Member shall either be reappointed or given notice of non-appointment no later than the commencement of the final year of their appointment. Failure to provide notice shall result in an extension of the appointment for twelve (12) months.

25.1.4.5 The Association shall be advised in advance of the particulars of any Special appointments to be made.

25.1.4.6 Subject to Article 25.1.4.3 or except as otherwise limited by this Agreement, Special appointees shall have all the rights and privileges of Tenure-track Members.

25.1.4.7 Any Member holding an appointment described in Article 25.1.4 may apply for an advertised Tenure-track position at the University. Consistent with the principles of employment equity, the Parties agree that the primary criterion for appointment to positions at the University is academic and professional excellence and that no candidate shall be recommended who does not meet the criteria for the appointment in question.

25.1.5 **Librarian and Archivist Appointments**

25.1.5.1 An Initial Continuing-track appointment is a librarian or archivist appointment of not less than two (2) years and ten (10) months and not more than three (3) years and ten (10) months less one (1) day, but normally being three (3) years. All such contracts shall end on June 30. This appointment is with appropriate rank and a full range of librarian/archivist responsibilities. The Member is normally expected to apply for a Renewed Continuing-track appointment in the final year of an Initial Continuing-track appointment.

25.1.5.2 A Renewed Continuing-track appointment is a librarian or archivist appointment, normally of three (3) years duration, with appropriate rank and a full range of librarian/archivist responsibilities. The Member is normally expected to apply for a Continuing Appointment in the final year of a Renewed Continuing-track appointment.

25.1.5.3 A Continuing Appointment is a librarian or archivist appointment with rank and a full range of librarian or archivist responsibilities which can be terminated only by retirement, resignation, dismissal for cause, or layoff pursuant to this Agreement.

25.1.5.4 A Limited-Term Librarian/Archivist appointment is a limited term librarian or archivist appointment with appropriate rank and a full range of responsibilities for a period of

not more than three (3) years with a possibility of renewals for a total period of not more than six (6) years.

25.2 **Other Types of Appointments**

25.2.1 **Joint Appointment**

25.2.1.1 A joint appointment is shared by two (2) or more Units. Financing is arranged among the Units, and approved by the respective Deans or their delegates, or the University Librarian. The allocation of responsibilities among the respective Units shall be set out in the letter of appointment. Decision-making pursuant to this Agreement shall, where appropriate, be divided according to this allocation. Procedures to be used for personnel decisions shall be agreed to in writing between the appointee and the Units concerned at the time of appointment.

25.2.2 **Cross-Appointment**

25.2.2.1 Any appointment type may be the subject of cross-appointment. A cross appointed Member is based in a home Unit at the University but has prescribed and limited responsibilities in another Unit, as agreed to by the appointee and the respective Dean(s) (and Heads if applicable), or the University Librarian. The filing of annual reports and applications for renewal, tenure, and promotion are directed to and handled through the home Unit.

25.2.2.2 Materials that the Member provides regarding the responsibilities undertaken in the Cross-Appointed Unit as part of the Member's Annual Report (Article 28.2) or as part of a Member's renewal, tenure or promotion file (Article 30.9.1), shall be taken into account in the assessment of the Member as part of the annual performance review or renewal, tenure and promotion process, respectively.

25.2.2.3 Notwithstanding Article 25.2.2.1, individuals holding faculty appointments at the Royal Military College of Canada may hold cross-appointments at Queen's University.

25.2.3 **Named Chairs and Professorships**

25.2.3.1 Persons appointed to named chairs or professorships may be current faculty Members or new appointments to the University. All new appointments shall be subject to recommendation by the appropriate Appointments Committee.

25.2.3.2 Such a named chair or professorship may last as long as the Member remains at Queen's, or may be for a defined term. All Members holding such chairs or professorships shall be on Tenure-track, Tenured, or Non-Renewable appointments, or a Special appointment. Notwithstanding Article 25.1.4.1, Members may hold a Non-Renewable appointment for a maximum of five (5) years if the Member holds a named chair or professorship.

25.2.3.3 Named chairs or professorships may provide the salary, in whole or in part, for an individual named to the chair or professorship.

25.2.3.4 If the named chair or professorship provides for a salary supplement in addition to the Member's Regular Salary, the Regular Salary shall not be so low as to create an anomaly. The Regular Salary shall change from year to year in accordance with the salary policy for all faculty Members. If the named chair or professorship provides the entire salary, the entire salary shall change from year to year in accordance with the salary policy for all faculty Members.

25.2.3.5 If the named chair or professorship is intended to provide the entire salary, and if the endowment or other funding source is insufficient to yield an appropriate salary, it shall be supplemented from operating funds in the Unit.

25.2.3.6 If a Member holds a named chair or professorship for a defined period, and continues thereafter to be a Member after they no longer hold the named chair or professorship, the Member's Regular Salary shall be a salary which shall be not less than is appropriate for the Member's accomplishments and experience.

25.3 **Ranks**

25.3.1 Full-responsibility faculty Members shall be appointed at one of the following ranks:

- (a) Lecturer;
- (b) Assistant Professor;
- (c) Associate Professor; or
- (d) Professor.

25.3.2 Faculty Members will normally be appointed at the rank of Lecturer if they have not yet earned a degree that is considered a prerequisite for a tenure-track appointment in the discipline.

25.3.3 Faculty Members who have earned a degree, usually a doctorate, that is considered

a prerequisite for a tenure-track appointment in the discipline shall not be appointed below the rank of Assistant Professor.

25.3.4 Term Adjuncts shall normally be appointed at the rank of:

- (a) Lecturer if they have not yet earned a degree that is considered a prerequisite for a Tenure-track appointment in the discipline.
- (b) Assistant Professor if they have earned a degree, usually a doctorate that is considered a prerequisite for a Tenure-track appointment in the discipline.
- (c) Associate Professor if they qualify for appointment at the Assistant Professor rank and meet the following criteria:
 - (i) A record as a very good teacher committed to academic and pedagogical excellence; and
 - (ii) A record of high quality and expert peer-assessed scholarly or creative work which is normally demonstrated by presentation or publication in a suitable academic or artistic forum. Writing and research on pedagogy and innovative teaching shall be assessed as scholarly activity. The diverse backgrounds of Members and the type of scholarship appropriate to their research areas shall be taken into account when assessing the quality of scholarly or creative work.
- (d) Professor if they meet one of the following criteria:
 - (i) Combined scholarly or creative work or professional experience judged to be distinguished with very good teaching; or
 - (ii) Combined continuing high-quality scholarly work or professional experience with exceptional contributions in teaching.
- (e) Professor Emeritus.

25.3.5 Only the Principal or delegate can approve a Term Adjunct's first appointment at the rank of Associate Professor or Professor.

25.3.6 Following a Term Adjunct's first appointment with the University, their rank shall only change as a result of having received promotion through the process set out in Article 32.6.

25.4 **Equity**

25.4.1 Appointment procedures and practices shall conform to the requirements of Article 24 (Employment Equity).

25.5 **Appointments Committee and Procedures for All Appointments Other Than Term Adjunct Appointments**

25.5.1 An Appointments Committee shall be established in each Unit, excluding Units in the School of Medicine in which the majority of members of the Academic Staff are excluded from the Bargaining Unit, by no later than May 1 in each year as follows:

- (a) The Appointments Committee may be the standing Renewal, Tenure/Continuing Appointment and Promotion (RTP/RCP) Committee as established by Article 30 or Article 31, or may be constituted separately by a separate election. In either case, up to two (2) student representatives (which in this context shall include residents in the Faculty of Health Sciences) may be members of the Appointments Committee. The Appointments Committee shall be chaired by the Unit Head or their respective delegate. The Head of a Unit that is too small to form a representative committee (fewer than three (3) Members) should invite representatives from related Units to serve as members;
- (b) When a search is to be conducted to fill a joint appointment, the Appointments Committee shall be constituted in accordance with Article 25.5.1(a), with the exception that the elected Members shall be elected in equal numbers from among and by the Members in the several Units that will jointly host the appointment. The Chair of the Appointments Committee shall be a Unit Head (or delegate) of one of these Units;
- (c) When a search is to be conducted to fill a joint appointment to be hosted by an identified primary Unit and another Unit, the identity of which depends on the disciplinary expertise of the successful candidate, a composite Appointments Committee shall be constituted as follows: three elected Members shall be drawn from the primary Unit; an additional Member shall be elected by each of the potential partner Units. The Unit Head (or delegate) of the primary Unit shall serve as Chair of the Appointments Committee;
- (d) When a search is to be conducted to fill an interdisciplinary appointment (such as, but not limited to an appointment that is to be connected with an established interdisciplinary research group) and the eventual appointee's home Unit cannot be identified at the time, the members of a composite Appointments Committee shall be elected by and from among the Members of the interdisciplinary group. An additional member may be elected to the Appointments Committee by each of the Units that are most likely to host the

appointment. The Appointments Committee shall elect its own Chair;

- (e) When a search is to be conducted in an area of specialization not represented on the Appointments Committee as defined in Article 25.5.1(a), the Appointments Committee may expand to include a Member with appropriate expertise. The expert Member shall be a regular voting member of the Appointments Committee but shall only participate in deliberations for that specific appointment.
- (f) When a search is to be conducted to fill a Librarian/Archivist appointment, if a Member of the Library department in which the appointment is being made is not amongst elected Members on the Appointments Committee, the Library department shall elect a Member to the Appointments Committee if there is a Member who can serve. The Member shall be a regular voting member of the Appointments Committee but shall only participate in deliberations for that specific appointment.
- (g) Exceptions to Appointments Committee structures shall be made only with the approval of the JCAA; and
- (h) For Units in the School of Medicine in which the majority of members of the academic staff are excluded from the Bargaining Unit, an Appointments Committee shall be established when the need for an Appointments Committee is identified.

25.5.2 For all Appointments Committees under Article 25.5,

- (a) the Chair shall be a voting member of the Appointments Committee;
- (b) members of the Appointments Committee shall familiarize themselves with Article 18 (Conflict of Interest, Conflict of Commitment and Reasonable
- (c) Apprehension of Bias) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s);
- (d) members of the Appointments Committees shall maintain confidentiality regarding the Appointments Committee's deliberations and decisions. Any member who knowingly violates this requirement of confidentiality shall be removed from the Appointments Committee;
- (e) members of the Appointments Committees who have a concern about

conformity with Article 24 of this Agreement should consult with the Equity Representative on the Committee; and

- (f) notwithstanding Article 25.5.2(c), Appointments Committee members must disclose concerns about potential violations of the Collective Agreement, including Article 24, to the QUFA Grievance Officer and the Faculty Relations Office as soon as they become aware of them.

25.5.3 If, for any reason, a Department has failed to follow the procedures stipulated in Article 25.5.1 and Article 25.5.2, remedial measures may be taken as approved by the JCAA. Remedial processes for Appointments Committees are outlined in Appendix D.

25.6 **Appointments Procedures for All Appointments Other Than Term Adjunct Appointments**

25.6.1 When the Unit Head has received approval to advertise a position, the Appointments Committee shall:

- (a) recommend the academic and/or professional qualifications and experience required for the position to be filled, after consultation with the other Members of the Unit(s) concerned;
- (b) recommend on the content of any advertisement or notice of the position, recommend on the placement of such advertisements or notices, and assist in seeking and finding qualified individuals who are interested in applying for the position;
- (c) review and assess on sound academic and professional grounds and in accordance with Article 24, all materials provided by applicants, taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take;
- (d) prepare a short list of applicants, which along with the file for each short-listed applicant, shall be made available in the Unit office(s) for review by Members of the Unit(s). Members of the Unit(s) may submit written opinions to the Appointments Committee on the worthiness of the applicants. A short list must consist of more than one (1) applicant unless the Appointments Committee, after reviewing each applicant's file, is satisfied that only one (1) applicant has met the minimum qualifications for the position as determined by the Appointments Committee and reflected in the advertisement, and the Appointments Committee does not decide to re-advertise;
- (e) evaluate short-listed candidates through interviews and, where appropriate, other relevant means of evaluation, and invite all Members in the Unit(s) to

meet the short-listed applicants and submit written opinions to the Appointments Committee when the candidates visit the campus to be interviewed and to make presentations; and

- (f) make written recommendations on appointments, with reasons given and taking into account only the complete file.

25.6.2 Once an Appointments Committee has commenced the Article 25.6.1(c) stage, if it has not made a recommendation by the time a succeeding Appointments Committee is constituted pursuant to Article 25.5.1, the original Appointments Committee shall remain seized of the process that it commenced. The succeeding Appointments Committee shall deal with all new appointment matters.

25.6.3 The Dean or University Librarian is responsible for ensuring that any file forwarded to the Provost and Vice-Principal (Academic) or delegate for decision includes

- (a) all materials provided by the applicant;
- (b) all letters of assessment, including written submissions from Unit Members pursuant to Article 25.6.1(e);
- (c) the Appointments Committee's equity report; and
- (d) the written recommendation with reasons of
 - (i) the Appointments Committee, including any written dissenting recommendation with reasons provided by any Appointments Committee member;
 - (ii) the Head (in a departmentalized faculty), who has taken into account only the complete file and any prior recommendation(s); and
 - (iii) the Dean or University Librarian, who has taken into account only the complete file and any prior recommendation(s).

25.7 **Exceptions to the Appointments Procedures**

25.7.1 Exceptions to the appointments procedures may not be used to circumvent Article 24 and may be made in the following circumstances:

- (a) Advertising of a position may be waived in exceptional circumstances
 - (i) by the Provost and Vice-Principal (Academic) or delegate for Tenure-track or Tenured appointments;

(ii) by the appropriate Dean or University Librarian for all other positions except Term Adjunct faculty; and

(iii) by the Unit Head for Term Adjunct faculty positions.

(b) Assessment by an Appointments Committee is always required for Tenure-track, Tenured, or Continuing Appointments; Assessment by a Modified Appointments Committee is always required for Continuing Adjunct appointments. However, other types of appointments may be made without a recommendation from such an Appointments Committee only if a need to fill a vacancy has occurred by reason of an emergency. An emergency is an unforeseen circumstance in which there is not enough time to follow regular appointment procedures and the program requires that the course(s) be offered. Any such emergency appointment must not be for longer than one (1) year.

(c) New or vacant Library or Archivist positions may be either posted internally only or posted internally and externally at the same time, as determined by the University Librarian or delegate. Any Member who applies for a posted position shall be considered for that position. If qualified, the Member shall be short-listed for that position.

(d) If the spouse or partner of a successful candidate for an academic position at the University or the spouse or partner of a person already holding an academic appointment at the University applies for an advertised academic position at the University, the spouse's or partner's file shall be reviewed by the Appointments Committee of the Unit that has advertised the position, and if qualified, shall be short-listed for that position.

(e) In appointments pursuant to Article 25.5.1(c) and Article 25.5.1(d), the searches shall be conducted by the composite Appointments Committees with the exception that the Appointments Committees of the respective and potential primary Units will be consulted about potential short-listed candidates, and no candidate shall be short-listed or recommended for appointment who does not have the support of the Appointments Committee of the respective primary Unit.

25.7.2 Appointments Process for Replacing Librarians or Archivists on Leave for Up to Twelve (12) Months

25.7.2.1 An Abridged Appointments Committee ("Abridged Committee") may be established to

replace a librarian or archivist on leave of up to twelve (12) months. Each Abridged Committee shall be composed of the University Librarian or delegate, the relevant Library department head, and one other librarian/archivist from that Library department elected by the Members of the Library department. In the absence of the Library department head or another Member in the relevant Library department, the Unit shall elect a librarian/archivist from another Library department to that Abridged Committee.

25.7.2.2. The Abridged Committee shall comply with Article 24, including that one Committee member shall be designated the Equity Representative as per Article 24.2.2, and with the applicable provisions of Article 25.

25.7.1.1 The Abridged Committee shall:

- (a) recommend the academic and/or professional qualifications and experience required for the position to be filled, after consultation with other Members of the Library and Archives;
- (b) recommend the content of any advertisement or notice of the position, recommend on the placement of such advertisements or notices, and assist in seeking and finding qualified individuals who are interested in applying for the position;
- (c) review and assess, on sound academic and professional grounds and in accordance with Article 24, all materials provided by applicants, taking into account diverse backgrounds and experiences of applicants and the many forms scholarship can take;
- (d) determine which candidates will be short-listed for an interview. A short list must consist of more than one (1) applicant unless the Abridged Committee, after reviewing each applicant's file, is satisfied that only one (1) applicant has met the minimum qualifications for the position as determined by the Abridged Committee and reflected in the advertisement, and the Abridged Committee does not decide to re-advertise;
- (e) evaluate the short-listed candidates through interviews, and, where appropriate, other relevant means of evaluation; and
- (f) make a written recommendation on the appointment to the University Librarian, with reasons given and taking into account only the complete file.

25.8 **Decision-making**

25.8.1 The Provost and Vice-Principal (Academic) or delegate shall consider the recommended applicant's file and the recommendations, and shall grant or deny the appointment.

25.8.2 If the decision is to deny, the Dean, University Librarian, Department Head (if applicable) and Appointments Committee, or the Abridged Committee (if applicable), shall be promptly advised in writing, with reasons.

25.8.3 The Dean or University Librarian shall advise the recommended applicant of the decision.

25.9 Offer and Acceptance

25.9.1 To enable candidates to obtain advice or assistance on terms and conditions of employment,

(a) the advertisement required by Article 25.6.1(b) and Article 25.10 shall provide that the academic staff at Queen's are governed by a collective agreement between QUFA and the University which is posted on the Faculty Relations [website](#) and on the QUFA [website](#); and

(b) any offer shall be accompanied by a reference to this Agreement, information on how the Association and its representatives can be contacted and any other materials which the Parties to this Agreement feel will be useful to a new Member.

25.9.2 The successful candidate shall receive, in duplicate, a letter of appointment from the Provost and Vice-Principal (Academic) or delegate specifying the Unit(s) of appointment, rank, salary, type of appointment, starting date, date of eligibility for Renewal, Tenure or Continuing Appointment (if applicable), duration of appointment, and any other terms and conditions agreed to between the University and the appointee, as well as a statement that the appointment is subject to this Agreement.

The letter of appointment shall contain no terms that are inconsistent with this Agreement.

25.9.3 Candidates for Tenured, Tenure-track, Continuing, Special and Non-renewable appointments shall not be offered a starting salary that is lower than the existing salaries in the discipline, Library or Archives at Queen's for someone with their years of experience and accomplishments. The minimum starting salary for Tenured, Tenure-track, Special and Non-renewable faculty appointments shall be the floor for Assistant Professors, except for appointments made at the rank of Lecturer. The minimum starting salary for librarian/archivist appointments shall be the floor for General Librarians/General Archivists.

25.9.4 Where a Member is appointed as a Lecturer in a discipline normally requiring a doctorate degree because they have not yet obtained a doctorate and their starting salary has been determined by the University so as to reflect that they have not yet attained a doctorate degree, and then they are subsequently promoted to Assistant Professor upon obtaining a doctorate degree, then the Member's salary will be reassessed and revised as may be required to accord with Article 25.9.3.

25.9.5 Research initiation grants or other support for teaching and research consistent with the current practice in the discipline shall be offered to all candidates on an equitable basis.

25.9.6 The candidate accepts the offer by signing and returning one copy to the Provost and Vice-Principal (Academic) or delegate. A copy of the letter of appointment signed by the Member shall be sent to the Association.

25.9.7 The Head or Dean shall advise all unsuccessful applicants that they have not been selected and the appointment shall be announced in *For the Record*.

25.10 **Appointments Procedures for Term Adjuncts**

25.10.1 **Posting of Available Term Adjunct Appointments**

25.10.1.1 A Unit Head shall post a notice of an available Term Adjunct Appointment per Article 25.10.1.2, unless the Unit Head determines that

(a) a Term Adjunct who has a Right of Reappointment per Article 32 is available to instruct and evaluate that course or course-section (or part thereof); or

(b) waiving the posting requirement for the course or course-section (or part thereof) is permitted under Article 25.10.1.5.

25.10.1.2 Subject to Article 25.10.1.5, notices for available Term Adjunct Appointments shall

(a) be posted on the Unit website on or before March 1 (for Summer Term courses); June 1 (for Fall Term and Fall-Winter Term courses); and October 15 (for Winter Term courses);

(b) remain on the Unit website for at least ten (10) working days from the first day of posting;

(c) be circulated internally via listserv that includes Term Adjuncts within the Unit within the first week of posting on the Unit website; and

(d) include the following information:

(i) The date of the posting of the notice;

(ii) The Unit offering the course or course-section;

(iii) The course name, number, type (e.g., lecture, seminar), level

(introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus);

- (iv) The percentage responsibility for the course or course-section available (if less than 100%);
- (v) The expected enrolment for the course or course-section available, subject to Article 25.10.1.3 and Article 25.10.1.4;
- (vi) Any requirements for supervision of laboratory/practicum work;
- (vii) The required qualifications;
- (viii) The required application materials, including those specified in Article 25.10.2.4;
- (ix) The application deadline;
- (x) The start and end dates of the appointment; and
- (xi) The employment equity statement per Article 24.3.1(b).

25.10.1.3 Notices for available Term Adjunct Appointments may indicate that appointments are subject to funding or enrolment criteria.

25.10.1.4 The expected enrolments specified in Article 25.10.1.2(d)(v) shall be provided for information only and may be subject to change.

25.10.1.5 Exceptions to the posting requirements may not be used to circumvent Article 24 and may be made as follows:

- (a) Notices may be posted after the dates provided in Article 25.10.1.2(a)
 - (i) if a Term Adjunct appointment becomes unexpectedly open due to the unavailability of an appointed Member or other faculty member, or due to the funding of an additional course or course-section, or other unforeseen circumstances; or
 - (ii) for available Term Adjunct appointments in the Indigenous Teacher Education Program (ITEP).
- (b) At the discretion of the Unit Head, posting of an available Term Adjunct

appointment may be waived in exceptional circumstances, should a Term Adjunct appointment become open fewer than twenty (20) working days before the first day of the Academic Term or Academic Session in which the course or course-section is to be offered.

- (c) After considering the advice of the Term Adjunct Appointments Committee, a Unit Head may waive posting of an available Term Adjunct appointment when there is an opportunity to
- (i) integrate a distinguished member of a professional community into the academic program of a Unit;
 - (ii) assign the course or course-section to a Post-Doctoral Fellow at Queen's; or
 - (iii) reappoint a Term Adjunct with a record of good teaching for the course, except in circumstances where a complete job search did not occur at the time of the Term Adjunct's original appointment for the course or course-section.

If the Unit Head does not follow the advice of the Committee, they shall inform the Committee in writing with their reasons.

25.10.1.6 In every circumstance in which a Unit Head is considering invoking an exception to Term Adjunct posting requirements under Article 25.10.1.5, the Unit Head shall receive and consider the advice of the Equity Representative. If the Unit Head proceeds to invoke an exception, they shall complete and submit the Term Adjunct Exception Report, copying the Equity Representative, and send a copy of the relevant appointment letter to Faculty Relations. If no exceptions occur within an Academic Year, the Equity Representative will provide a null report on or before June 30.

25.10.1.7 Faculty Relations shall send to the Association a copy of all appointment letters for appointments made under Article 25.10.1.6.

25.10.2 **Appointment Process for Term Adjuncts**

25.10.2.1 Each Unit shall have an advisory committee on the appointments of Term Adjuncts for posted Term Adjunct positions ("Adjunct Appointments Committee"). This Adjunct Appointments Committee shall be the Unit Head (or delegate), and two elected members. One of the elected members of the Committee shall serve as the Equity Representative under the terms of Article 24.2.2. The Adjunct Appointments Committee shall make recommendations to the Dean.

25.10.2.2A student representative from the undergraduate and/or graduate level in the Unit may also be named to the Adjunct Appointments Committee through procedures developed in the Unit.

25.10.2.3 For all Adjunct Appointments Committees:

- (a) the Chair shall be a voting member of the Adjunct Appointments Committee;
- (b) all members of the Adjunct Appointments Committee shall familiarize themselves with Article 18 (Conflict of Commitment and Reasonable Apprehension of Bias) and shall not participate in the deliberations or recommendations relating to any search where they are in a conflict of interest or where there may be a reasonable apprehension of bias with respect to any applicant(s);
- (c) all members of the Adjunct Appointments Committees shall maintain confidentiality regarding their deliberations and decisions. Any member who knowingly violates this requirement of confidentiality shall be removed from the Adjunct Appointments Committee;
- (d) members of the Adjunct Appointments Committee who have a concern about conformity with Article 24 of this Agreement should consult with the Equity Representative on the Adjunct Appointments Committee; and
- (e) notwithstanding Article 25.10.2.3 (c), Adjunct Appointments Committee members must disclose concerns about potential violations of the Collective Agreement, including Article 24, to the QUFA Grievance Officer and the Faculty Relations Office as soon as they become aware of them.

25.10.2.4 An applicant for a posted Term Adjunct appointment shall submit an application in writing to the Unit Head. The application shall include

- (a) a complete and current curriculum vitae (CV);
- (b) any other materials the applicant wishes to submit (such as a teaching dossier); and
- (c) the names of two referees who may be contacted.

25.10.2.5 Any applicant who has held an academic appointment in the Unit in the twelve (12) months preceding a posting may apply for a posted position by submitting a letter of interest and referring to relevant materials in their Official File.

25.10.2.6 The materials referred to in Article 25.10.2.4 and Article 25.10.2.5 shall be provided to the Adjunct Appointments Committee. When applicable, relevant material from an applicant's Official File, including the record of employment and teaching and other evaluations, shall be provided to the Unit's Adjunct Appointments Committee.

25.10.2.7 In reviewing applications for posted positions, the Adjunct Appointments Committee and the Dean shall ensure that the process does not have a discriminatory impact on members of equity-deserving groups, including by undervaluing work which is done predominantly by members of equity-deserving groups. The Adjunct Appointments Committee and the Dean shall assess applicants taking into account the many forms that scholarship can take and the diverse backgrounds and experiences of applicants, and any information provided per Article 24.1.6, and in accordance with the following criteria:

- (a) The applicant has the requisite academic qualifications for the position (i.e., the relevant academic degree or certificate, education in the academic specialty, other relevant qualifications including scholarship in the field) and/or relevant professional training or experience;
- (b) The applicant has a record of good teaching; and
- (c) The applicant has teaching experience in the available course or similar courses.

25.10.2.8 No offer of appointment shall be made before the application deadline posted per Article 25.10.1.2(d)(ix).

25.10.3 **Written Confirmation of Appointment for Term Adjuncts**

25.10.3.1 The successful candidate shall receive, in duplicate, an offer of appointment from the Dean or delegate that shall include:

- (a) the Member's rank;
- (b) the start and end dates of the appointment;
- (c) the name, number, type (e.g., lecture, seminar), level (introductory undergraduate, upper-year undergraduate, graduate) and location (if not offered on the main campus) of the course(s) (or portion(s) thereof) to be taught by the Member;
- (d) the Member's percentage responsibility for the course or course-section(s) (if less than 100%);
- (e) the expected course or course-section enrolment, subject to Article 25.10.1.3 and Article 25.10.1.4;
 - (f) any requirements for supervision of laboratory/practicum work or other additional duties concurrent with the appointment;
 - (g) the Member's remuneration for the course(s) (or portion(s) thereof), and for any additional duties concurrent with the appointment;
- (h) arrangements to compensate the Member for eligible travel expenses associated with the appointment, per Appendix G; and
- (i) reference to the requirement per Articles 32.3.6.2 and 32.5.8.2 to inform the Member's Unit Heads of all teaching performed by the Member in other Units.

25.10.3.2 The candidate accepts the offer by signing and returning one copy to the Dean or delegate.

25.10.4 **Committee to Assess General Right of Reappointment (GRoR) and Continuing Adjunct Appointment Applications**

25.10.4.1 A Modified Appointments Committee shall be established in each Unit no later than January 31 for the purpose of making recommendations on the granting of a General Right of Reappointment (GRoR) and Continuing Adjunct Appointments. The Modified Appointments Committee shall be the Unit's standing Appointments Committee as

described in Article 25.5.1(a), except that when the Committee is reviewing applications for GRoR or a Continuing Adjunct appointment,

- (a) it shall be chaired by someone other than the Unit Head (or delegate), and the Unit Head (or delegate) shall recuse themselves from the Committee for those applications. The Chair shall be a voting member; and
- (b) if not already elected as per Article 25.5.1 (a), a Continuing Adjunct Member in the Unit may be elected to the Committee, provided they are available and willing to serve.

ATTACHMENT D

Effective July 1, 2025, and only for the duration of the Renewed Collective Agreement, a one-time-only per person increase of PER of \$330.00 for Members other than Term Adjuncts, and a proportional increase of PER for Term Adjunct Members. This exceptional increase is in addition to the increase to the maxima in Article 36.3 that will result from the application of the ATB amount effective July 1, 2025. (For context, the new PER rates @ +2.25%), before application of the exceptional amount described above, will be \$2667.00 for Members other than Term Adjuncts)

ATTACHMENT E

The University hereby confirms that the deadline for registration in EPP, i.e. End Point Protection Device Compliance, for all Members who are in-scope of the program, is June 1, 2025. This item, agreed to by the Parties in the course of negotiating a Roll-Over MOA, will not form part of the Renewed Collective Agreement following successful ratification of the Roll-Over MOA.