

THIS COLLECTIVE AGREEMENT

between

QUEEN'S UNIVERSITY FACULTY ASSOCIATION

(hereinafter called the Association)

and

QUEEN'S UNIVERSITY AT KINGSTON

(hereinafter called the University)

The Parties agree as follows:

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1.1 The University recognizes the Association as the exclusive bargaining agent of the Members of the Bargaining Unit. Until the parties agree otherwise, the Bargaining Unit is defined by the certificate of the Ontario Labour Relations Board, dated November 7, 1995. This certificate and subsequent amendments, if any, shall be deemed to be incorporated into and become part of this Collective Agreement (see Appendix A).

1.2 A Member of the Bargaining Unit who accepts a reduced-time appointment, a reduced workload or a leave of absence shall continue to be a Member of the Bargaining Unit.

2.1 Except where a word is given a different or a special meaning, the words listed below shall, for the purposes of this Agreement, having the meanings given in this Article.

2.2 Academic Staff

Staff of Queen's University who are Members of the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 as may be amended by the OLRB or by Agreement of the parties.

2.3 Academic Term

A period of time during the year. The Fall term is from September 1 to December 31, the Winter term is from January 1 to April 30, and the Spring/Summer term is from May 1 to August 31.

2.4 Academic Year

A period of twelve (12) calendar months which commences on the first day of July and ends on the last day of June in the next calendar year, inclusive.

2.5 Actual Salary

The nominal salary of a Member which is pro-rated to reflect a permanent part-time status, reduced periods of responsibility (RPR), or a negotiated or academic leave.

2.6 Adjuncts/Adjunct Faculty Members

Members of the Bargaining Unit who are either Initial or Renewable Adjuncts.

2.7 Bargaining Unit

The Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995, as may be amended by the OLRB or by the Agreement of the parties.

2.8 Continuing Appointment

An appointment of a Professional Librarian Member or Archivist Member without term, subject to the provisions of this Collective Agreement.

2.9 Day

A calendar day.

2.10 Dean

The senior academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by the Senate and the Board. Normally, the word Dean shall encompass anyone acting in that capacity, or delegated to do so in certain matters.

2.11 Delegate

A person expressly designated to act on behalf of another in certain matters.

2.12 Department

A department, as duly constituted by the Senate and the Board.

2.13 FTE

A full-time equivalent position at the University.

2.14 Full Salary

The same as nominal salary.

2.15 Infant Child or Infant

A Member's child who is less than one (1) year of age.

2.16 Joint Committee on the Administration of the Agreement or JCAA

The Committee as described in Article 37 of the Collective Agreement.

2.17 Letter of Appointment - Adjuncts

Normally, a letter of appointment shall describe the Member's responsibilities for the next academic year including the courses which will be taught by the Member, the compensation per course, per term or for the year, and all non-teaching obligations. For renewable adjuncts, a letter of appointment can either set out

responsibilities on an annual basis or cover the three (3) year period. If the teaching responsibilities are set out over a three (3) year period, in each year the Member must be assured the minimum number of courses to remain within the Bargaining Unit.

2.18 Member

A person included in the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board (OLRB), dated November 7, 1995 as may be amended by the OLRB or by agreement of the parties.

2.19 Nominal Salary

The annualized salary rate for a Member's position which designates the gross salary a Member is entitled to if engaged in full-time service, excluding any stipends or payments for overload teaching. This definition may not apply to part-time appointments.

2.20 Normal Earnings

The same as nominal salary.

2.21 Normal Salary

The same as nominal salary.

2.22 PARTEQ

PARTEQ Development Research Innovations, a body corporate incorporated under the laws of the Province of Ontario.

2.23 Parties

The parties to this Collective Agreement, namely the Board of Trustees of Queen's University at Kingston and the Queen's University Faculty Association (QUFA).

2.24 Personnel Committees

Committees on Promotion, Renewal, Tenure, or committees on Promotion, Renewal, Continuing Appointment Committees pursuant to the Collective Agreement.

2.25 Program

A related set of academic activities, normally leading to a degree, which may be within an academic unit, or may be supported by more than one (1) academic unit.

2.26 Queen's National Scholars (QNS)

Queen's National Scholars appointed pursuant to the Queen's National Scholars Program.

2.27 Regular Faculty Member

A Member of the Bargaining Unit who has been appointed to either a tenured or tenure-track position at the University.

2.28 The Agreement

The Agreement negotiated between and ratified by the University and the Association.

2.29 The Association

The Queen's University Faculty Association (QUFA).

2.30 The Board

The Board of Trustees of Queen's University at Kingston.

2.31 The Employer

The Board of Trustees of the University.

2.32 The President

The President of the Queen's University Faculty Association (QUFA).

2.33 The Principal

The Principal of Queen's University at Kingston.

2.34 The Senate

The Senate of Queen's University at Kingston, as constituted by the Royal Charter of 1841 as amended from time to time.

2.35 The University

Queen's University at Kingston as established by the Royal Charter of 1841, as amended from time to time, or any officers authorized to act on behalf of the University.

2.36 Unit

An academic unit which is a faculty, school, or department headed by a Dean, Director, Head or Chair, or the University Library or the University Archives.

2.37 Unit Head

The Head, Chair, Director, Dean of non-departmentalized faculties, the Chief Librarian or University Archivist.

2.38 Working Day

Monday through Friday of any week, excluding official holidays and periods during which the University is officially closed.

3.1 Dues Check-off

(a) The University agrees to deduct:

(i) monthly dues or an equivalent amount from the salaries of all Members of the Bargaining Unit on a monthly basis commencing with the February 1996 pay period; and

(ii) any other fees, levies, and assessments which may be authorized by the Association in writing to the University from time to time.

(b) A Member of the Bargaining Unit who affirmatively asserts an objection to the payment of dues or fees to a trade union on religious or conscientious grounds shall complete and file with the University a declaration explaining the nature of the religious or conscientious objection. A copy of the declaration shall be provided to the Association. So long as the University and Association agree that the objection would accord with principles established under the Ontario Labour Relations Act, a sum equivalent to monthly dues shall be deducted from that Member's salary and remitted to a registered charity chosen annually by the Member from a list of charities agreed upon from time to time by the University and the Association and set out in a Schedule hereto.

(c) New or re-entering Members to the Bargaining Unit shall have four (4) months to declare their objection.

3.2 Dues Remittance

(a) The amounts deducted under Article 3.1(a) shall be remitted monthly to the Association no later than the twentieth (20th) day of the following month. The University shall subtract any sum to be paid to charities prior to the monthly remittance.

(b) The Association shall advise the University one (1) month in advance of the pay period to which changes apply of any changes in the monthly dues schedule, fees, levies and assessments. Such changes shall be limited to three (3) occasions in any one (1) year.

(c) The University shall inform the Association of the name, rank or status, and salary of Members of the Bargaining Unit, and the amount deducted under this Article from every Member's salary on a monthly basis. The University shall advise the Association of changes to such information as part of the monthly return.

(d) The University shall advise the Association of any entry, re-entry or departure of any person from the Bargaining Unit.

3.3 Protocol for Disputes

Monies that result out of any disputed objection shall be held in trust and any objections submitted in a group to the grievance procedure as set out in this Collective Agreement. If a grievance procedure is not available by August 1, 1996, the parties agree to submit the objections to the Ontario Labour Relations Board.

4.1 There shall be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to, salary, rank, appointment, promotion, tenure, termination of employment, lay-off, sabbatical leave, other leaves, or benefits by reason of sex, age (except for retirement as provided for through this Collective Agreement), race, creed, colour, ancestry, national origin, place of birth, language (except where competence in the language is a bona fide occupational requirement), political or religious affiliation or belief, clerical or lay status, citizenship (except for new appointments, as provided for through this Collective Agreement), sexual orientation, physical attributes, spousal status, family relationship, physical or mental ill-health, illness or disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), place of residence (except where the place of residence would prevent the carrying out of any part of the required duties), or membership or participation in the Association.

4.2 This Article shall not preclude any equity measures agreed to by the parties or required by law, including but

not limited to employment and pay equity.

4.3 Policy(ies), practice(s) or act(s) which create(s), intentionally or unintentionally, a sustained negative working climate which can reasonably be attributed to any of the prohibitive grounds in Article 4.1 will be considered discrimination.

5.1 Generally:

(a) The unimpeded search for knowledge and its free expression and exposition are vital to a University and to the common good of society.

(b) Members have the right to academic freedom which shall include the freedom, individually or collectively, to develop and transmit knowledge and opinion through research, study, discussion, documentation, production, creation, teaching, lecturing and publication, regardless of prescribed or official doctrine, and without limitation or constriction by institutional censorship.

(c) The parties agree to uphold and to protect the principles of academic freedom, not to infringe upon or abridge academic freedom as set out in this Article, and to use all reasonable means in their power to protect that freedom when it is threatened.

5.2 Academic freedom includes the following interacting freedoms: freedom to teach, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials. Academic freedom ensures that:

(a) Members teaching courses have the right to the free expression of their views, and may choose course content, use teaching methods and refer to materials without censorship or reference or adherence to prescribed doctrine.

(b) Members have the freedom to carry out scholarly research without reference or adherence to prescribed doctrine.

(c) Members have the right to publish the results of their research without interference or censorship by the institution, its agents or others.

(d) Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Association.

(e) Members have the freedom to exercise professional judgment in the acquisition of materials, and in ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.

5.3 Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge.

Academic freedom does not confer legal immunity; nor does it diminish the obligation of Members to meet their responsibilities to the University.

In the exercise of academic freedom, Members shall respect the academic freedom of others.

6.1 General

The parties recognize that the nature of the University gives rise to academic responsibilities. The academic responsibilities of Members arise from their involvement in an appropriate combination of:

- (a) undergraduate and graduate teaching, counselling, and supervision or professional practice of Librarians and Archivists;
- (b) research, scholarly, and creative activities; and
- (c) academic, professional and University community service.

The exact distribution of these duties may vary among disciplines and may vary among individuals and with type of appointment, in accord with the relevant provisions of this Agreement.

6.2 Teaching and Professional Practice

A key role of Members is the pursuit, dissemination and provision of access to knowledge and understanding through teaching, research and scholarship, and/or professional library and archive practice; therefore, Members must devote their energies conscientiously to the development and maintenance of scholarly competence and effectiveness as teachers, librarians and archivists.

Members shall meet their obligations in a professional manner.

Examples of teaching obligations include:

- (a) participating in the design of the pedagogical programs of the University;
- (b) performing assigned teaching duties and any other obligations related to the pedagogical programs of the University;
- (c) maintaining a positive learning environment in which the expression of differing points of view is encouraged;
- (d) making good use of teaching time, through effective preparation, organization and use of materials techniques and activities;
- (e) being fair in relations with students and in grading of student assignments or in the assessment of research by students, including making criteria known; and
- (f) being reasonably accessible to students for consultations, which includes regular accessibility on campus during a reasonable number of scheduled and publicized times.

For Librarians and Archivists, professional practice includes:

- (a) supporting the teaching and research needs of the University community by providing instructional, consultative and research assistance to patrons; and
- (b) managing and developing the library and archives collections, information systems and service programs.

6.3 Research, Scholarship and/or Creative Activity

Each regular faculty Member shall be entitled and expected to devote a reasonable proportion of time to

research, scholarly and/or creative activities. Research, scholarly and/or creative activities that may be carried out by librarians, archivists and adjuncts also contribute to the learning environment of the University, and to the scholarly and creative endeavour of the University community, as well as to the professional development of the Member. In carrying out these activities, the Member is expected to adhere to institutional ethics policies, provided such policies are not in conflict with this Agreement, and to meet the recognized ethical standards of the national granting councils, including ethical guidelines for work with animal or human subjects.

The Member is expected to deal fairly with colleagues and students, to carry out the research in the spirit of an honest search for knowledge, and to base findings upon a critical appraisal and interpretation according to scientific, scholarly and/or creative principles appropriate to the particular discipline or area. It is also the responsibility of the faculty Member to make the results of such work accessible to the scholarly community and to the general public through the submission for publication, application to conference presentations, lectures, public performances, and/or other appropriate means.

Members shall, in their published professional or scholarly work, indicate their affiliation with Queen's University and properly attribute significant contributions of others.

6.4 Service to the Community

Each Member shall be entitled and expected to accept a fair and reasonable share of administrative responsibilities by participation in the work of the University through membership on appropriate bodies, for example, Department, Faculty, Senate, and University committees. Committee work such as serving on the Association's Executive or interdisciplinary or interdepartmental committees would be other examples. Those who have the responsibility to make such appointments shall make every effort to ensure that academic, professional, and University community service commitments are equitably shared. Members have the responsibility to meet administrative service responsibilities.

Members have the right to participate in the work of learned societies, associations, agencies and professional organizations. When a Member's service to such societies, associations, agencies or organizations conflicts with scheduled teaching or administrative duties, the Member shall make the appropriate arrangements to make sure those duties are fulfilled. A Member's service to such societies and associations shall be treated in the same way as similar community service duties performed within the University.

6.5 Freedom of Expression

In any exercise of freedom of expression, Members should not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

6.6 Place of Work

The academic environment of the University is enhanced by the presence of Members on the campus. Consequently, Members are encouraged to carry out non-scheduled academic activities on campus. Nonetheless, Members are not required to be on campus to fulfil their responsibilities as outlined in this Article whenever another location is as appropriate for that purpose and absence does not conflict with their other obligations under this Article. However, each Member who is not on leave shall insure that the Head or Dean is aware of how and when the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on campus is required.

Notwithstanding the other provisions of this Agreement, a Member may request and the Head or Dean may grant a period of authorized absence during which time a Member is not subject to being recalled to campus, provided that during the period of authorized absence the Member has no scheduled duties or

responsibilities. The Head or Dean shall decide within five (5) working days of receiving such a request for authorized absence and shall make every effort to grant such a request for authorized absence. A period of authorized absence is not a leave, and the Member is presumed to be at work by carrying out research, engaging in scholarly, creative, or professional activities for the academic community, or preparing for scheduled duties.

7.1 In any year, the Association can purchase release time from the University for the Association President and other officers designated by the Association subject to the following:

(a) The cost of course release time shall be calculated at the current average per (0.5) course rate; for the term of this Agreement that amount shall be \$5,000.00.

(b) The cost of release time for librarians and archivists shall be calculated at a rate comparable to the current faculty per course rate, such that the equivalent of a course release allows ten (10) hours per week per academic term; for the term of this Agreement that amount shall be \$5,000.00.

(c) For the purpose of Article 7.2 a half course or ten (10) hours release time per week per academic term for Librarians and Archivists shall be considered one (1) unit of release time.

(d) The University will make every reasonable effort to accommodate any request for release time, but will guarantee release time effective September 1 of any year if the request is made in writing to the University prior to the preceding May 15.

(e) No request for release time of a full-time Member shall result in a reduction of teaching to less than (0.5) half-course or pedagogical equivalent.

7.2 On May 1 of each year, the University shall accord to the Association at no-cost, nine (9.0) units of release time. Additional release time can be purchased from the University at the rates set out in Article 7.1.

7.3 Space and Services:

(a) The University will provide the Association with office space which will accommodate the Association support staff, a private office and meeting space, comprising 740 square feet at 110 Old Medical Building at no rent.

(b) The Association can use all internal services to be charged at the internal user rate.

(c) The Association can use the internal campus mail delivery service for the purpose of communicating with Members of the Bargaining Unit without restriction.

(d) The University shall provide the Association access to meeting rooms on campus for Association business through Room Reservations Services in accordance with normal booking procedures and regulations.

7.4 The Association's staff will be paid through the University payroll system at the Association's expense and can participate in the range of benefit options available to the Association Members with the same costs and payment arrangements. Any employer's contributions will be paid by the Association.

7.5 Committees:

(a) The Association will have three (3) observers on the Board of Trustees.

(b) A properly designated Association observer shall receive notice of all meetings and all documentation

circulated to Board Members, be entitled to attend and participate in all meetings without exclusion. An observer cannot vote on any issue.

7.6 The Association will have the right to select two (2) Members of the Queen's Pension Board.

7.7 Work in any year by Members of the Bargaining Unit on the Association's Executive Committee, or other committees or subcommittees shall be considered by the University as service to the academic community performed by the Member in any year.

8.1 The University shall possess the rights it previously enjoyed, except as modified by the terms of this Collective Agreement. Such rights shall be exercised in a fair and equitable manner consistent with the provisions of this Collective Agreement.

9.1 The parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those appendices which the parties agree should be distributed.

9.2 Subsequent to ratification, the parties will cooperate in any technical editing still required. This process shall not delay implementation or signing of the Agreement. Within ninety (90) days of the completion of technical editing by the parties, the University will provide each Member with one (1) copy of the final version, and further, will provide the Association with one hundred (100) copies for its own use. Members hired subsequent to the initial distribution will receive copies from the University on taking up their employment. A copy will be available for consultation by any person interviewed for a position within the Bargaining Unit.

9.3 The University will also make the Agreement accessible in electronic form.

10.1 The University shall provide insurance coverage in respect of the liability of Members, while acting on behalf of the University, to the extent provided by the CURIE policies now in force. The University shall reimburse the Member for the costs incurred by the Member resulting from the application of the deductible provision in such insurance coverage, and for any costs incurred by the Member resulting from the failure of the University to meet the requirements for such insurance coverage.

11.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental to it shall pass between the President and the Principal, or their designates.

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

(a) a list containing the name, appointment, rank, year of appointment to current rank, birth date, gender, University address, and nominal and actual salaries of each Member no later than October 1 every year;

(b) the name, appointment, rank, birth date, gender, University address, and nominal and actual salaries, no later than sixty (60) days following the effective date of appointment of each Member;

(c) the names of all Members whose employment has been terminated, the dates of terminations, and the categories of termination such as expiration of contract, death, resignation, retirement and dismissal within ninety (90) days of termination;

(d) the names and new ranks of Members who have received promotions, and the effective dates of such promotions, within sixty (60) days after they have been granted such promotions;

(e) a list of all Members granted leave for the present Academic Year or part thereof and the type of leave granted within ninety (90) days after the first day of each Academic Year;

- (f) approved minutes of the Pension Board, the audited and other reports concerning the pension and benefit plans, and two (2) copies of the current plan and any amendments to the plan;
- (g) the materials provided quarterly to the Board which tracks the University's financial position throughout the year;
- (h) two (2) copies of the annual audited statement of the University when approved by the Board;
- (i) advance disclosure of the existence and scope of any faculty or University-wide planning activities which:
 - (i) have direct financial impact on the Members, or
 - (ii) otherwise substantially impact on the interests of the Members;
- (j) two (2) copies of the latest University budget and budget reports when released to the Board;
- (k) notice of meetings, agenda and a copy of the public minutes of the Board at the time of distribution;
- (l) notice of meetings, agenda and a copy of the public minutes of the Senate at the time of distribution;
- (m) the names and University addresses, if any, of all persons appointed or elected to positions on the Board and the Senate, together with the names of persons appointed or elected to Board or Senate committees with any terms of reference of those committees at the time of their election or appointment;
- (n) such other information as may be set out elsewhere in this Agreement that is required to be given.

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

- (a) a copy of each QUFACTS and QUFACTS Bulletin;
- (b) an up-to-date copy of the Constitution and Bylaws of the Association;
- (c) an up-to-date list of the Executive Committee of the Association and all other standing committees of the Executive;
- (d) such other information as may be set out elsewhere in this Agreement that is required to be given;
- (e) notice, agenda and approved minutes of the Association's General Meetings (regular and special).

11.4 Unless otherwise provided by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University. All communications required by Articles 15 and 20 shall be delivered by receipted, registered Canada Post, University campus delivery, or other personal delivery for which signed acknowledgement of receipt has been received.

12.1 All Members shall have an appointment corresponding to one of the definitions below.

12.2 Types of Appointments

12.2.1 (a) A tenured appointment is a faculty appointment with academic rank and a full range of academic responsibilities, which can be terminated only by normal retirement, resignation, voluntary early retirement, dismissal for cause, or layoff pursuant to this Agreement.

(b) 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 normal retirement, resignation, voluntary early retirement, dismissal for cause, or layoff pursuant to this Agreement.

12.2.2 An appointment which may lead to tenure or continuing appointment is either:

(a) An initial tenure track/continuing track 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 a June 30. This appointment is with appropriate rank and a full range of faculty/librarian/archivist responsibilities. The Member is normally expected to apply for a renewed tenure track/continuing appointment in the final year of such an appointment, or

(b) A renewed tenure track/continuing track appointment is normally of three (3) years duration, with appropriate rank and a full range of faculty/librarian/archivist responsibilities. In the last year of such an appointment the Member is normally expected to apply for tenure/continuing appointment.

(c) An earlier application for tenure may occur in cases where an earlier date for tenure eligibility has been agreed to by the Member and the Dean.

12.2.3 **Other Appointments:**

(a) **Non-Renewable Appointment:**

A non-renewable limited term faculty/librarian/archivist appointment with rank and a full range of responsibilities may be made for a period of not more than three (3) years. The letter of appointment shall expressly state that it is non-renewable.

(b) **Non-Renewable Replacement Appointment:**

A non-renewable replacement appointment replaces another appointee within the Bargaining Unit 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 rank and a full range of 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:

(i) the probability of the return of the person being replaced is very high, and

(ii) the Appointments Committee of the unit considers the extension preferable to seeking a new replacement.

(c) **Special Appointment:**

A special appointment is an appointment with rank and normally with a full range of responsibilities, which is either:

(i) funded at least 50 percent from non-operational external sources, or

(ii) a Queen's National Scholars appointment.

Subject to the rules of the external funding sources or except as otherwise provided for in this Agreement, special appointees shall have all the rights and privileges of tenure track/continuing track Members. Special appointments made after ratification of this Agreement will normally be tenure track/continuing track appointments. The Association will be advised in advance of the particulars of any special appointment to be

made.

(d) Initial or Renewable Adjunct Faculty Appointment:

An Initial Adjunct faculty appointment is a renewable limited responsibilities appointment of eight (8) months to three (3) years' duration, with academic rank, and which conforms to Section I.1(b) of the Senate Statement of Adjunct Academic Staff and Academic Assistants, Revised June 23, 1994 (Appendix K). For all purposes of service and continuity, an eight (8) month contract shall be viewed as a one (1) year contract. In the fourth (4th) consecutive year of service, an Initial Adjunct faculty Member may apply for a Renewable Adjunct faculty appointment. A period of authorized leave shall neither break nor be counted as part of such consecutive service. Furthermore, any break of up to twelve (12) months since September 1, 1988 which would have been an authorized leave if this Agreement had been in effect shall be treated as an authorized leave for these purposes. Furthermore, gaps in membership in the Bargaining Unit of not more than twelve (12) months due to lack of work shall be treated as authorized leaves for the purposes of this Article.

The Renewable Adjunct Faculty Appointment shall take effect at the beginning of the next year of service. The term of a Renewable Adjunct shall be three (3) years, or until regular retirement age, whichever is shorter. The responsibilities of adjunct faculty shall be defined in the letter of appointment. (Note: Transition provision: all current adjunct faculty Group II shall become Initial Adjuncts as defined above, and all current adjunct faculty Group III shall become Renewable Adjuncts as defined above, with contracts with expiry dates in 1998).

12.2.4 Any Member holding an appointment described in Article 12.2.3 may apply for an appointment which may lead to tenure, and shall be judged on the same basis as other applicants.

12.3 Variants of Appointment Types

12.3.1 **Cross Appointment:** Any appointment type may be the subject of cross appointment. A cross appointed Member is based in a home department or unit but has prescribed and limited responsibilities in another, as agreed to by the appointee and the respective Deans and Heads, or the Chief Librarian or University Archivist. The filing of annual reports, and applications for renewal, tenure, promotion are directed to and handled through the home department or unit.

12.3.2 **Joint Appointment:** Such an 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 Chief Librarian or University Archivist. 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 between the appointee and the units concerned at the time of appointment.

12.4 Librarian and Archivist Ranks:

Librarian ranks are General Librarian, Assistant Librarian, Associate Librarian and Librarian. Archivist ranks are General Archivist, Assistant Archivist, Associate Archivist and Archivist. Appointments may be made at any of these ranks, subject to Article 14.

12.5 Equity:

Appointment procedures and practices shall conform to the requirements of Article 32.

12.6 Procedures

12.6.1 An Appointments Committee shall be created in each unit no later than July 1 of each year. Such a

committee may be the Personnel Committee of the unit, or may be constituted by a separate election. Student representatives may be added to the committee. The Committee shall be chaired by the Head, the Dean of non-departmental faculties, the Chief Librarian or University Archivist or their respective delegates. At least three (3) Bargaining Unit Members shall serve on each committee. Departments and units which are too small to have representatives committees should seek representatives from related units. Where practicable, committees shall be representative of rank and gender.

12.6.2 When a vacancy or potential vacancy occurs in a unit, the committee shall:

- (a) after consultation with the other Members of the unit concerned, recommend the academic and/or professional qualifications and experience required for the position to be filled;
- (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 all materials provided by applicants on sound academic and professional grounds, and in accordance with Article 32;
- (d) prepare a short list of applicants, which along with the file for each short-listed applicant, shall be made available in the department or unit office for review by Members of the department or unit. Members of the department or unit may submit written opinions to the Committee on the worthiness of the applicants;
- (e) interview short-listed candidates, and invite all Members of the Bargaining Unit in the department or academic unit to meet the short-listed applicants when they visit the campus to be interviewed and to make presentations; and
- (f) make written recommendations on appointments, with reasons given.

12.6.3 Exceptions

(a) Advertising of a position may be waived in exceptional circumstances:

- (i) by the Principal for tenure track/tenured/continuing track/continuing appointments,
- (ii) by the appropriate Dean, Chief Librarian or University Archivist for all other positions except Adjunct Faculty, and
- (iii) by the Head or Dean for Adjunct Faculty positions.

(b) Assessment by an appointments committee is always required for tenured/continuing or tenure track/continuing track appointments. Other types of appointments may be made without a recommendation from such a committee only if a need to fill a vacancy has occurred by reason of an emergency. In the case of the appointment of a new Initial Adjunct Member, such adjunct appointees must be assessed by the committee before any reappointment.

(c) New or vacant library or archivist positions shall normally be posted and circulated internally to all librarian or archivist Members, and, if no internal applicant is clearly suitable, will then be advertised externally. However, the Chief Librarian or University Archivist may decide to advertise internally and externally simultaneously if:

- (i) equity considerations require such a decision, or

(ii) if an urgent external advertising deadline exists, but if an internal applicant is clearly suitable, external applicants shall not be considered.

12.6.4 The Dean, Chief Librarian or University Archivist is responsible to see that any file forwarded to the Principal for decision includes:

- (a) all materials provided by the applicant;
- (b) all letters of assessment; and
- (c) the written recommendation of the Committee, any written dissenting recommendation provided by any committee member, the written recommendation of the Head, and her/his own recommendation; all recommendations shall be with reasons, and shall take into consideration only the complete file and any prior recommendation.

12.6.5 **Decision-making**

- (a) The Principal shall consider the recommended applicant's file and the recommendations, and shall grant or deny the appointment.
- (b) If the decision is to deny, the recommending entities shall be promptly advised in writing, with reasons.
- (c) The Dean shall advise the recommended applicant of the decision.

12.6.6 **Offer and Acceptance**

12.6.6.1 The successful candidate shall receive, in duplicate, a letter of appointment from the Principal specifying the department(s) or unit(s) of appointment, rank, salary, type of appointment, starting date, date of eligibility for renewal or tenure (if applicable), duration of appointment, and any other terms and conditions agreed to between the University and the appointee, provided that they are not inconsistent with the terms of this Agreement, as well as a statement that the appointment is subject to this Agreement.

12.6.6.2 The offer shall be accompanied by:

- (a) a copy of this Agreement;
- (b) information on how the Association and its representatives can be contacted; and
- (c) other materials which the parties to this Agreement feel will be useful to a new Member.

12.6.6.3 The applicant accepts the offer by signing and returning one copy to the Principal or designate.

12.6.6.4 Once an offer has been accepted, the Head or Dean shall advise all unsuccessful applicants that they have not been selected.

13 **Procedures for Personnel Decisions**

The following applies to renewal, tenure, promotion and continuing appointment decisions unless in conflict with Articles 38, 39 and 14 respectively in which case these Articles prevail.

13.1 **Committee**

13.1.1 Each department, unit and non-departmental faculty shall elect by July 1 of each year a standing promotions, renewal and tenure committee. The Library and Archives shall elect by July 1 of each year a standing promotion, renewal and continuing appointment committee. The Committee shall elect its own chair. The Head, the Dean, the Chief Librarian and University Archivist shall be excluded from such committees. The Committee shall have a minimum of three (3) Members of the Bargaining Unit. Departments and units which are too small to form representative committees (less than three (3) Members) should invite representatives from related departments or units. Other departments and units may invite representatives from related departments or units. Other departments and units may invite representatives from cognate or related departments and units to serve on the Committee.

13.1.2 Where practicable the Committee shall be representative of rank and gender. The Committee shall include a Member who has responsibilities as provided for in Article 32.5(b). The Parties agree that renewal, tenure, promotion and continuing appointment procedures shall be in accordance with the principles in Article 32.

13.1.3 A student representative from the undergraduate and/or the graduate level in the Department, Unit or Faculty, may be elected to the Committee.

13.2 Notification

13.2.1 By July 1 all Members eligible for renewal or tenure/continuing appointment shall be informed in writing of their eligibility by the Unit Head.

13.2.2 By July 1 a notice shall be placed in the Gazette by the Senate Office announcing a September 1 deadline for applications for renewal, promotion, or tenure/continuing appointment and referring to the procedures in this Article. By July 15 the Unit Head shall provide written notification of this announcement to all Members within the Department, Unit or Faculty.

13.2.3 The Member must notify the Unit Head of her/his application for renewal, promotion, or tenure/continuing appointment no later than August 1.

13.2.4 The Committee shall prepare a list of those who are to be reviewed for renewal, tenure, promotion and continuing appointment. All documentation set out in Article 13.3.3 (a), (b), (c), (d) and, if the Member permits, any other materials submitted for this purpose, will be made available for review within the Department, Unit, Faculty, Library or Archives by September 30. Written opinions may be submitted to the Committee on the worthiness of the application.

13.3 Supportive Materials

13.3.1 The Head, Dean of non-departmental faculties, Chief Librarian or University Archivist shall arrange a meeting no later than August 15 with the Member to help prepare the application and to discuss the suitability of potential referees. A referee must be suitably qualified, appropriate, and capable of making an assessment.

13.3.2 (a) By July 1 departments, units or non-departmental faculties may establish a standard which uses more than the minimum number of referees.

(b) For promotion and tenure/continuing appointment, if more than the minimum number of referees is used, a majority of the referees must be from outside the University.

(c) The Member shall provide a list of prospective referees to the Committee. If the Committee cannot choose the requisite number from the Member's first list, it shall ask the Member to meet with the Committee to discuss

other names. The Member may then submit a second list. The Committee shall choose at least a majority of the required number of referees from the Member's lists. The Member may file a written comment on the appropriateness of any referee who does not come from the Member's lists.

(d) The Unit Head shall request letters of reference from the referees and make known the choice of keeping such a letter confidential.

13.3.3 When the Member indicates that she/he wishes to be considered for renewal, tenure, continuing appointment and/or promotion, the Committee shall request that she/he provide the following materials by September 1:

(a) up to date curriculum vitae;

(b) a separate summary of teaching experience for faculty Members (which may be in the form of a teaching dossier);

(c) copies (if feasible) of all relevant scholarly work or at least citations for such work - work in progress shall also be described;

(d) a summary of the Member's contributions to the Department, Unit or Faculty and the wider University community, and where appropriate, to the discipline or profession.

For adjunct Members applying for renewal or promotion to Assistant Adjunct Professor or Associate Adjunct Professor, only the materials appropriate to the terms of their appointment shall be required although additional material may be provided by such Members.

13.3.4 For faculty Members the Committee shall solicit the views, in writing, from an appropriately sized random selection of the Member's students and former students. The Committee shall also obtain course evaluations for the Member as provided for in Article 33 except for evaluations prepared pursuant to Article 33.3.

13.3.5 The Unit Head shall provide to the Committee and to the Member at the same time:

(a) information from the Member's official file (Article 28) if relevant to the application;

(b) their assessment of the Member's service contribution to the University; the Member shall have ten (10) working days to respond to such inclusions and may provide additional relevant materials as well as a written response.

13.3.6 All materials gathered under Article 13.3 and all letters of reference shall be included in the application file. The Member shall have access to the complete application file. If a referee chooses, letters of reference shall be masked to maintain anonymity. The Member shall be given the opportunity to view the contents of the file and a reasonable time in which to respond:

(a) before the file is made available to colleagues in Article 13.2.4;

(b) whenever new materials are added to the file;

(c) before the file goes to the Dean; and

(d) before the file goes to the Principal.

13.4 Recommendations

13.4.1 All recommendations shall be made on the basis of information in the application file only. All required materials are to be included in the file including any additional information provided by the Member.

13.4.2 All Committee members shall review the entire record in order to participate in the formulation of the recommendation.

13.4.3 The Committee shall meet to assess all materials required by the respective provisions and all other materials provided by the Member. In the case of an emerging negative recommendation at the Committee level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material all of which shall be added to the application file. The Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall be forwarded to the Head, Dean of non-departmental faculties, Chief Librarian or University Archivist and the Member at the same time.

13.4.4 After receiving the recommendation of the Committee, the Unit Head shall provide the Member with an opportunity to respond. Prior to making a recommendation which would disagree with that of the Committee, the Unit Head shall discuss her/his concerns with the Committee.

13.4.5 The Unit Head will submit to the next level by November 15 the following:

- (a) all material provided by the Member;
- (b) all letters of assessment;
- (c) material filed pursuant to Articles 13.3.4 and 13.3.5;
- (d) the written recommendation of the Committee with its reasons and any dissenting view;
- (e) the Unit Head's written recommendation and reasons.

The Unit Head shall provide the Member with her/his recommendation no later than November 15. The Member shall have the opportunity to respond to the next level in writing within ten (10) working days.

13.4.6 The Dean of a departmental faculty shall form a recommendation on the merits of the case based on the material in Article 13.4.5. Prior to making a recommendation which would disagree with that of the Committee or the Unit Head, the Dean shall discuss her/his concerns with the Committee and the Head. The Dean shall notify the Member of his or her recommendation no later than December 15. The Member shall have seven (7) working days to respond in writing.

13.4.7 The Dean may delegate to the appropriate Associate or Vice Dean the responsibility to make the recommendation.

13.5 Decision-Making

13.5.1 The application file, all recommendations (of the Committee, the Head, the Dean, the Chief Librarian and the University Archivist) and any written responses by the Member shall be forwarded to the Principal by December 31.

13.5.2 The Principal shall consider the file, including all recommendations and all responses from the Member. The decision shall be made on the basis of information in the file only. The Principal shall grant or deny

promotion, renewal, tenure or continuing appointment and shall inform the Member of the decision in writing including reasons for any denial by February 1. Notification for promotion to professor will occur pursuant to Article 14.4.4.

13.5.3 If the decision disagrees with the recommendation of the Committee, the Head, the Dean, the Chief Librarian or the University Archivist, the Principal must specifically explain the reasons for the disagreement in writing to them.

13.5.4 Subject to the above any promotion, renewal, or tenure/continuing appointment decision may be delegated to the Vice Principal (Academic).

14 The Committee as defined in Article 13, shall recommend on all promotion applications.

14.1 **Definition**

14.1.1 Promotion is the recognition by academic peers and the University of increased status of the Member in her/his respective discipline. Faculty Members will be assessed for promotion on her/his contributions to teaching, research and scholarship, and service to the Department, Unit, Faculty, and the University, and service to the broader academic community. Adjunct faculty Members seeking promotion to Assistant Professor or Associate Professor will be assessed only on the basis of the terms of her/his appointment. For adjunct faculty Members, rank will be followed with the term "Adjunct" (e.g., Assistant Adjunct Professor). Librarian/Archivist Members will be assessed for promotion on her/his professional and academic development, her/his service to the Library or Archives, the University, the broader academic community and to the library and archives professions.

14.1.2 Writing and research with respect to pedagogy and innovative teaching are extraordinary contributions which shall be assessed as scholarly activity.

14.1.3 Extraordinary contributions in either:

(a) teaching, or

(b) research, scholarly, or creative activity,

shall compensate for a lesser involvement in the other area or service, provided that there has been a satisfactory level of contribution in all areas.

14.1.4 Applications for promotion to the rank of associate and applications for tenure shall normally proceed together as provided for in Article 39.1.2. Application for promotion and applications for renewal and continuing appointment shall normally proceed together as provided for in Articles 38.2.3(b) and 39.1.2 respectively.

14.2 **Criteria**

14.2.1 Subject to Article 14.1.1 the normal expectations for promotion to the following faculty ranks are:

(a) **Assistant Professor** - The Member should be a good teacher. In those disciplines where a PhD is usually required, the Member normally will have completed the doctorate. Otherwise, evidence of the successful initiation of research and scholarly work or comparable professional or creative work is required. The Member's participation in the operation of the Department, Unit, Faculty or University or contributions to her/his profession may be taken into consideration.

(b) **Associate Professor** - The Member should be a very good teacher, carrying a reasonable teaching load. The Member's research and scholarly work or comparable professional or creative work should show high quality as judged by experts in the Member's field of specialization. Contributions of the Member to the operations of the department or University shall be taken into account. Contributions to her/his profession may be relevant.

(c) **Professor** - The Member must either combine distinguished scholarly or creative work with very good teaching or continuing high quality scholarly work with exceptional contributions in teaching. The Member is expected to have made a contribution to the successful operation of the Department, Unit, Faculty or University. Contributions to her/his profession also are relevant.

14.2.2 The description of each rank and normal expectations for promotion for Librarian/Archivists are:

(a) **General Librarian/Archivist** - The Member will have a Master of Library Science, Master of Archival Studies or the equivalent and show both potential for successful performance and promise for future professional and academic activity. This is the rank at which a professional career normally begins.

(b) **Assistant Librarian/Archivist** - The Member has demonstrated a continuing record of successful performance as a General Librarian/Archivist and the ability to assume assigned responsibilities and has some evidence of high quality academic and/or professional development.

(c) **Associate Librarian/Archivist** - The Member usually has completed seven (7) years as an Assistant Librarian/Archivist and demonstrated successful performance of assigned duties, and demonstrated abilities to handle increased responsibilities. Evaluation of the Member's performance shall also include consideration of service to the University and professional or scholarly development.

(d) **Librarian/Archivist** - The Member should show a continuing record of professional accomplishment and a demonstrated ability to handle increased responsibility. The Member must demonstrate scholarly and/or professional development and significant achievement in the field of service or specialization.

14.3 Referees

14.3.1 The faculty Member shall require:

(a) for promotion to Assistant Professor, a minimum of three (3) referees;

(b) for promotion to Associate Professor, a minimum of three (3) referees external to the University;

(c) for promotion to Professor, a minimum of five (5) referees of which four (4) must be external to the University.

14.3.2 The library/archives Member shall require:

(a) for promotion to Assistant Librarian or Associate Librarian, a minimum of three (3) referees, one (1) of whom is external to the Library, Archives or the University;

(b) for promotion to Librarian, a minimum of five (5) referees, of whom at least three (3) shall be external to the Library or the University.

14.4 University Promotion Advisory Committee

14.4.1 There shall be a University Promotion Advisory Committee to provide advice to the Principal as to whether an applicant has met the criteria for promotion to Professor pursuant to Article 14.2. The Committee

shall be chaired by the Vice Principal (Academic) and comprised of six (6) professors and the University Advisor on Equity. Six (6) professors shall be provided in the following way:

- (a) two (2) professors provided by the Deans;
- (b) two (2) professors elected by the Senate;
- (c) two (2) Members selected by the Association.

14.4.2 No member of the Committee shall participate in any matter in which they have had a prior involvement.

14.4.3 The Principal shall consider the promotion file and the Principal's decision shall be made on the basis of information in the file and the advice of the Committee. The Principal shall inform the Member of the decision in writing including the reasons for any denial by February 28.

14.5 Appeal

A negative decision is grievable pursuant to Step 2, Article 15.

15.1 General:

- (a) The parties agree to use every reasonable effort to resolve grievances arising from this Agreement informally, amicably and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential and are without prejudice.
- (b) A grievance is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

15.2 Types of Grievances:

- (a) **Individual grievance:** An individual Member grieves against the University;
- (b) **Group grievance:** Two (2) or more Members join together to grieve against the University for the same or similar reason, or based on the same or similar event, transaction or decision;
- (c) **Association grievance:** The Association grieves against the University's interpretation, application, administration or alleged violation of this Agreement;
- (d) **University grievance:** The University grieves against an action of the Association.

15.3.1 The Association may assume any individual or group grievance at any stage. No individual or group grievance shall proceed to Step 2 unless it has been assumed by the Association and the Association commences the Step 2 process.

15.3.2 Any settlement, withdrawal or abandonment of an individual or group grievance by the grievor(s) prior to the Step 2 without the Association's consent shall be without prejudice to the Association's right to grieve the matter and shall not be binding on the Association or set any precedent with respect to similar circumstances. Copies of any such settlements shall be delivered by the University to the Association within five (5) working days.

15.4 Step 1

15.4.1 Within twenty (20) days of an event, transaction, decision, or the end of a set of circumstances, or twenty (20) days from the date the grievor(s) knew or ought reasonably to have known of the relevant event, transaction, decision or set of circumstances, the grievor(s) shall file a written notice of intention to grieve with the University. The notice of intention to grieve may be in the form prescribed in Appendix B to this Agreement and should set out the event, transaction, decision, or set of circumstances which are the subject matter of the grievance. The University shall notify the Association within two (2) working days of receipt of the notice.

15.4.2 (a) Within twenty (20) days of the receipt of notice of intention to grieve, the University shall, after consultation with the grievor(s) and the Association, schedule and convene a Step 1 meeting. At the Step 1 meeting shall be the relevant University administrative officer with the jurisdictional authority to resolve the grievance, the official whose actions or decisions are the subject matter of the grievance, and the grievor(s). The Association shall send up to two (2) representatives unless it waives its right of participation by written notice to the University delivered prior to the Step 1 meeting. The University may send one (1) other representative if it chooses.

(b) No more than seven (7) days prior to the Step 1 meeting, the University, the grievor(s) and the Association, if it participates, shall, upon request, disclose all relevant documents. Disclosure is subject to a claim of confidentiality made by the participant who possesses the document or has it within its power, custody and control. A claim of confidentiality can relate only to potential prejudice to another party.

(c) The purpose of the Step 1 meeting is to resolve informally the issue raised by the grievance. The meeting, if it is not by mutual agreement continued on a later date, shall end with a memorandum which either sets out the terms of resolution, or records the end of the meeting without resolution. The memorandum shall be signed by the grievor(s), a representative of the University and a representative of the Association, if it participated. If the Association did not participate, a copy of the memorandum must be delivered to it by the University within two (2) working days.

15.5 If Step 1 does not resolve the issue, the Association has thirty-five (35) days within which to file with the University a notice of intention to proceed with Step 2.

15.6 Mediation

15.6.1 The grievor(s) or the University may, within the forty-five (45) days after the end of the Step 1 meeting, request mediation of the dispute. The other party has five (5) working days to indicate its consent to mediation. Mediation will only proceed if both the grievor(s) and the University consent. A request for mediation does not, without the mutual consent of the parties to this Agreement, extend the time available to commence a Step 2 proceeding.

15.6.2 In the case of an individual or group grievance, the University must notify the Association of a request for mediation within two (2) working days of receiving or delivering a request. The Association has the right to be a party to the mediation if it notifies the other participants within five (5) working days.

15.6.3 The University and the Association shall agree upon a panel of six (6) members of the Queen's community to be listed in Appendix C to this Agreement who shall receive training in mediation and alternative dispute resolution. The parties to the Agreement shall agree upon the nature and extent of the training which shall be provided at the University's expense.

15.6.4 Members of the initial panel shall sit for staggered terms of two (2) or three (3) years and may be reappointed by the parties for a further term of three (3) years.

15.6.5 The Chair of the panel shall be chosen by the panel. The Chair shall designate a member to be available on the last working day of each month to begin a mediation which was perfected prior to the 20th of that month.

15.7 Step 2

15.7.1 Upon receipt of a notice of intention to proceed to Step 2, the University and the Association shall select an arbitrator by mutual consent, or failing that shall select an arbitrator by the method of alternating challenge from the list of eight (8) arbitrators in Appendix D to this Agreement. It is understood that the procedure can be repeated if the selected arbitrator cannot accept the appointment.

15.7.2 The parties, prior to the appointment of the arbitrator, shall agree upon the expected duration of the hearing in days.

15.7.3 The parties agree that the appointment of the arbitrator shall be conditional upon the arbitrator agreeing that:

- (a) the arbitration shall commence within sixty (60) days;
- (b) the expected number of days needed to complete the arbitration shall be scheduled within a mutually agreeable time;
- (c) the award shall be delivered within sixty (60) days of the completion of the evidence unless the parties agree that the complexity of the evidence or issue(s), or other circumstances, warrants an extension of time; and
- (d) no bill shall be rendered by the arbitrator until the final award has been delivered.

15.8 Pre-hearing stage

15.8.1 The parties agree to encourage any reasonable steps which will expedite a fair hearing including:

- (a) a pre-arbitration hearing chaired by a member of the panel established under Article 15.6.3 or any other persons agreed upon by the parties for the purpose of discussing the issues and reviewing proposed lists of witnesses and exhibits to be delivered by both parties, with a view to narrowing the issues and reducing the number of witnesses by Agreement; and
- (b) attempting to agree to a statement of some or all of the facts necessary to present the grievance where credibility is not in issue.

15.9 Powers of the arbitrator

15.9.1 The arbitrator shall have the following powers:

- (a) to adjudicate all differences between the parties, including the question of arbitrability of an issue, and the power to determine all questions of fact or law that arise;
- (b) all the powers of an arbitrator as set out in ss. 48(12) and (13) of the Ontario Labour Relations Act, as they existed on June 1, 1996;
- (c) to mediate the issue between the parties at any stage in the proceedings with the consent of the parties. If mediation is not successful, the arbitrator retains the power to determine the issue by arbitration;
- (d) to admit, in the interest of a fair and expeditious hearing, only evidence that is relevant and any objection to relevance must be determined by ruling;

(e) to admit evidence that would not be admissible in a court of law but only if the arbitrator determines that the evidence is relevant, reliable and its probative value outweighs any prejudice which its admission might produce;

(f) to determine the rules of procedure which shall be just and equitable, and intended to provide a fair and expeditious hearing;

(g) to determine at the commencement of the Step 2 arbitration a disputed claim of confidentiality made under Article 15.4.2.

(h) to grant such interim orders, including interim relief, as the arbitrator considers appropriate except for interim re-instatement;

(i) to make such orders or give such directions in proceedings as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and

(j) where the arbitrator determines that a Member has been dismissed or disciplined for cause but the Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, to substitute such other penalty that seems just and reasonable in all the circumstances.

15.10 Costs of the arbitration

15.10.1 The parties to a grievance will jointly share the costs of the arbitration consisting of the fees and expenses of the arbitrator.

15.10.2 In the case of a successful grievance against the termination of a Member's employment, or a successful grievance where the arbitrator finds that the Member's academic freedom or rights of non-discrimination have been violated and certifies that this finding is central to the resolution of the grievance, the costs of the arbitration shall be borne by the University. A successful grievance is one in which the arbitrator grants in full the remedy sought by the grievor or grants substantial relief and expressly finds that the grievor's position has been vindicated. The costs of a grievance found to be frivolous or vexatious shall be borne by the grieving party.

15.10.3 The University shall provide space on campus for the conduct of an arbitration hearing.

15.11 Procedural defects

15.11.1 The parties to a grievance may agree to extend any time limits specified in this Article. The arbitrator shall have the power to relieve against non-compliance with any time limit except those provided in Article 15.7.3.

15.11.2 A request to extend the time limit in Article 15.5 above for a period of not more than twenty (20) days shall not be unreasonably refused.

15.11.3 No minor technical or clerical violation in the grievance procedure or any document required by it shall prevent a grievance from being heard on its merits or affect the jurisdiction of the arbitrator.

16.1 Subject to the provisions of this Agreement and except as specifically agreed between the Parties, all recognized existing practices affecting the terms or conditions of employment of Members of the Bargaining Unit shall remain in effect and unaltered during the term of the Agreement and any extension thereof.

16.2 "Recognized existing practices" are those practices which are identifiable, certain, known and in force as at September 1, 1995 or such other practices as the Parties may identify.

16.3 The onus to show that such a practice exists rests upon the person seeking to rely upon the practice.

17.1 Definition

17.1.1 Intellectual property means any result of intellectual or artistic activity, created by a Member, that can be owned by a person. This includes inventions, publications, computer software, works of art, industrial and artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

17.1.2 Any provisions of this Article apply as well to a creator of a portion of a piece of intellectual property, on a pro rata basis.

17.2 Ownership and Rights of All Intellectual Property

17.2.1 All intellectual property is owned by the Members who create it, unless some other arrangement has been agreed to in advance for certain types of funding or by individual contract.

17.2.2 Alternative arrangements may be made when the intellectual property is created under a contract between the University and an outside sponsor only if the sponsor insists on such an arrangement as a condition of funding and this is acceptable under prevailing University guidelines for contract research.

17.2.3 The owners of intellectual property have the right to make all the decisions concerning the development and use of their property, including commercial use, as long as such decisions are consistent with the University's research policy and contractual constraints that may apply in individual cases by the application of Article 17.2.1.

17.2.4 No creator is obliged to engage in commercial exploitation. The creator is free to publish or use other means to place the intellectual property in the public domain as an alternative to the provisions contained herein.

17.3 The University's License

The University has a non-exclusive, royalty-free, fully paid up license to use for non-commercial educational and research purposes, all intellectual property developed by Members.

17.4 Commercial Exploitation and Protection of Patentable Intellectual Property and Computer Software:

17.4.1 Members who wish to exploit the commercial potential of patentable intellectual property and computer software, must report, in writing, to the Vice-Principal (Research) prior to seeking protection or commercialization.

17.4.2 (a) Following the disclosure to the Vice-Principal (Research), if PARTEQ is a suitable vehicle for the exploitation of the intellectual property, it shall have an exclusive opportunity for sixty (60) days to make a proposal for exploitation acceptable to the creator. Any disclosure shall be kept in confidence by PARTEQ and the University. The creator has no obligation to accept a PARTEQ offer.

(b) Unsuitability of PARTEQ shall be based upon:

- (i) an inadequate capacity to undertake the exploitation in an expeditious manner, or
 - (ii) insufficient prior experience with the type of intellectual property or with the types of exploitation which are likely to yield a good return for such intellectual property.
- (c) Any dispute as to whether PARTEQ is a suitable vehicle for exploitation of specific intellectual property is grievable under Article 15 of this Agreement.

17.5 Commercialization Through PARTEQ

17.5.1 If the creator elects to use the services of PARTEQ and PARTEQ agrees to commit its resources to protection and commercialization, the sharing of net revenues will be in accordance with the business practices of PARTEQ, as approved by its Board of Directors.

17.5.2 All agreements between Members and PARTEQ made after ratification of this Agreement shall contain a provision for the settlement of disputes between PARTEQ and the Member by arbitration, with the costs to be divided equally. The University undertakes to make all reasonable efforts to assist in the resolution of such disputes. Any periodic review of the relationship with PARTEQ by the University shall take fully into account the level of satisfaction of the Members who have contracts with PARTEQ.

17.5.3 Creators have the right to withdraw from agreements with PARTEQ under certain circumstances:

- (a) where the restrictions associated with the exploitation are interfering with the ability of the Member to pursue the Member's scholarly research, and the creator agrees not to seek subsequently to exploit the intellectual property for commercial purposes; or
- (b) PARTEQ has failed to bring appropriate skills and effort to bear on the exploitation over a period of time.

17.5.4 The applicability of Article 17.5.3 may be the subject of a grievance under Article 15. In the case of Article 17.5.3 (a), the Member is not obliged to repay the disbursements of PARTEQ. In the case of Article 17.5.3(b), the Member shall arrange for PARTEQ to be reimbursed for its disbursements. The Member shall then be reassigned the title and beneficial interest in the intellectual property.

17.6 Commercialization by Independent Action

17.6.1 If the creator elects to protect or exploit intellectual property without PARTEQ and if PARTEQ was a suitable vehicle for such exploitation, and if the creator receives any net proceeds of exploitation, the University shall, in lieu of costs, receive 25 percent of any net proceeds of exploitation exceeding \$500,000 for any piece of such intellectual property.

17.6.2 All costs recovered under Article 17.6.1 by the University shall be paid to a fund at the University to be used exclusively for direct support of research by Bargaining Unit Members.

17.6.3 The Association shall receive yearly accounts of the fund described in Article 17.6.2 and its disbursements.

18.1 Definition

Factors intrinsic to the process of academic research and scholarly activity such as honest error, conflicting data, or differences in interpretation or assessment of data or of experimental design or practice do not constitute fraud or misconduct.

18.1.1 Fraud and misconduct in academic research and scholarly activity includes:

(a) fabrication, falsification, or plagiarism;

(b) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source;

(c) failure to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;

(d) attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content.

(e) submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;

(f) material failure to meet other relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;

(g) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

(h) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public.

18.1.2 Nothing in article 18.1.1 shall be construed to restrict the academic and artistic freedom of creative artists.

18.2 Retention of research and scholarly materials:

18.2.1 Members shall only be responsible for providing an arbitration board access to research and scholarly activity materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the employer may consult at its expense and according to the rules of the host institution.

18.2.2 (a) Normally, Members shall retain research and scholarly activity materials that are within their personal control for five (5) years.

(b) No Member shall be dismissed for fraud or misconduct in academic research and scholarly activity when the Member cannot reasonably defend her/ himself because the means of proof is no longer available because of the effluxion of time.

18.3 Procedures

18.3.1 All allegations of fraud or misconduct in academic research and scholarly activity shall be in writing, with documented evidence, signed, dated and forwarded to the Principal. The Principal may refer the allegations to a designate.

18.3.2 The Principal or designate shall investigate the allegations in accordance with the provisions of Article

20.

18.3.3 No person consulted by any party concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

18.3.4 A statement from the University that a Member was guilty of fraud or misconduct in academic research and scholarly activity, with or without any formal sanctions as provided in Article 20, constitutes discipline and may be arbitrated. Any discipline imposed on a Member for fraud or misconduct in research and scholarly activity shall be subject to Article 15.

18.3.5 If the matter is referred to an arbitration board, the University shall bear the onus of proving just and sufficient cause. The arbitration board shall have the power to vary the penalty imposed by the University.

18.3.6 Any finding of fraud or misconduct in academic research and scholarly activity misconduct shall require clear, cogent and convincing proof of actual dishonest purpose and intent or reckless disregard for the likelihood to mislead.

18.3.7 If the University decides after investigation not to take disciplinary action against the Member named in the allegations or if an arbitration board decides in her/his favour, the University shall remove all documentation concerning the allegations from the Member's official file, and shall, at the sole discretion of the Member, destroy the documentation or transfer it to the Member, except that it shall retain any arbitration report which shall be a public document.

18.4 The University shall take such steps as may be necessary and reasonable to:

(a) protect the reputation and credibility of Members wrongfully accused of fraud or misconduct in academic research and scholarly activity, including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation;

(b) protect the rights, positions and reputations of Members who in good faith make allegations of fraud or misconduct in academic research and scholarly activity, or whom it calls as witnesses in an investigation. Such protection shall include the provision of legal counsel and the payment of other reasonable legal and related costs should the Member be sued for her/his participation in any investigation or in arbitration proceedings;

(c) minimize disruption to the research of the person making the allegation and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and

(d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in (a-c) above.

18.5 The University shall, where practicable, take disciplinary action against employees or students who make unfounded allegations of fraud or misconduct in academic research and scholarly activity misconduct which are reckless, malicious or not in good faith.

18.6 If the University's investigation or the arbitration board sustains an accusation of fraud or misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the Principal shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the Principal shall send a copy of the decision of the University administration to the agency or publisher concerned.

19.1 Conflict of Interest

19.1.1 For the purposes of this Article, "immediate family member" means a spouse, partner, child or sibling.

19.1.2 An actual or potential conflict of interest arises when a Member is placed in a situation where his or her personal interest, financial or other, or that of an immediate family member or of a person with whom there exists, or has recently existed, a personal, intimate relationship, conflicts, or appears to conflict, with his or her responsibility to the University as defined in Article 6.

19.1.3 The existence of an actual or potential conflict of interest does not necessarily preclude the involvement of the individual in the situation where the conflict has arisen, or may arise, but it does require that the conflict be formally disclosed to the person to whom the Member reports before any action or decision is taken. Where the person to whom the Member reports also has an interest in the matter, the disclosure shall be made to the person at the next level of authority.

19.1.4 The person to whom the Member reports, following the receipt of the disclosure under Article 19.1.3, and after consultation with the Member and any other appropriate persons, shall determine whether a conflict, actual or potential, exists and an appropriate manner to deal with the actual or potential conflict of interest.

19.1.5 The resolution of the matter by the individual to whom the person reports shall be made in writing. Where no resolution of the matter is made at this level, the matter will be referred to the next higher level of authority for decision.

19.1.6 No Member shall knowingly participate in any decision that directly and preferentially benefits the Member, or any individual with whom the Member has an immediate familial, sexual or financial relationship except in accordance with the provisions of Article 19.1.4.

19.2 Relations with Students

19.2.1 Without limiting the generality of the above, Members shall not accept additional remuneration for tutoring any student enrolled in the University where such tutoring relates to the student's course or program at the University.

19.3 Contractual and Financial Matters

19.3.1 Notwithstanding Article 19.1.3, a Member who has any interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and is part of the decision-making process shall:

- (a) declare the nature and extent of the interest as soon as possible and no later than the meeting at which the matter is to be considered;
- (b) refrain from taking part in any discussion or vote in relation to the matter;
- (c) withdraw from the meeting when the matter is being discussed.

19.3.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Vice-Principal (Academic) or designate, after full written disclosure of the conflict, a Member shall not:

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the Member, or any individual with whom he/she has an immediate familial, sexual or financial relationship, has a material financial interest;

(b) engage any individual with whom the Member has an immediate familial, sexual or financial relationship in any capacity for which remuneration comes from University funds or from funds administered by the University.

19.4 Conflict of Commitment

19.4.1 The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Member's University duties, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of Members, the University agrees that Members may engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement, subject also to the following conditions:

(a) When a Member's outside activities involve the use of the University's facilities, supplies and services, their use shall be subject to the prior approval of the University, costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs.

(b) The name of the University shall not be used in any related professional activity unless agreed, in writing, by the Vice-Principal (Academic) or Dean, although nothing shall prevent the Member from stating the nature and place of her/his employment, rank and title(s) in connection with related professional activities, provided that he/she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

(c) A description of the nature and scope of all outside professional activity which involves a significant commitment of the Member's time shall be included in the Member's annual report.

19.4.2 If a Member plans to undertake a major external activity which has the potential to interfere with some aspect of the Member's University responsibilities, the Member must disclose and seek approval to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing and shall include:

(a) the nature of the work;

(b) an estimate of the time required to perform the work;

(c) the extent, if any, of the use of University facilities, supplies, support staff or students;

(d) any other external activities that have already been approved in that year or which are continuing from an earlier year;

(e) the impact the activity will have on teaching, research, and service responsibilities.

19.4.3 The person to whom the Member reports shall evaluate the request in light of the extent to which the activity will enhance or detract from the fulfilment of the responsibilities of the Member.

19.4.4 The person to whom the Member reports shall consider the request for approval as soon as possible and shall render a decision in writing within ten (10) days. The decision must reflect consistency or treatment among the Members in the unit. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision.

19.4.5 If the substantial external commitment would detract from the fulfilment of the Member's

responsibilities, the person to whom the Member reports may require, as a condition of granting approval, that the Member take full or partial release time without pay; moreover, if a Member wishes to continue such activity indefinitely, the Member may be required to relinquish his or her status as a full-time appointee.

19.4.6 All information or reports disclosed in accordance with this Article will be confidential.

20.1 A Member may be disciplined only for just and sufficient cause, and only in accordance with the provisions of this Article.

20.2 The only disciplinary measures that may be taken by the University against a Member are the following:

- (a) written warning or reprimand;
- (b) suspension with pay;
- (c) suspension without pay or fine in lieu thereof where appropriate; and
- (d) dismissal for cause.

20.3 Layoff, as provided in Articles 23 or 24, is not dismissal for the purposes of this Article.

20.4 All disciplinary measures are grievable. In all matters of discipline, a Member shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association. In all cases, the burden of proof is on the University.

20.5 **Dismissal**

20.5.1 For tenured faculty Members, or librarians or archivists with continuing appointments, dismissal means the termination of appointment without the Member's consent before retirement.

20.5.2 For all other Members, dismissal means the termination of appointment before the end of their contract.

20.5.3 The standard for dismissal shall only be gross misconduct, incompetence or persistent neglect of academic duties. Gross misconduct includes a pattern of serious misconduct.

20.6 Suspension means relieving a Member of all university duties and some or all of the Member's university privileges for cause without her or his consent.

20.7 A written warning or reprimand must be specific and must be clearly identified as being a disciplinary measure.

20.8 Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of tenure, promotion, renewal, annual merit assessment or student evaluation. In particular:

- (a) The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment but the facts which resulted or may result in the imposition of discipline can be considered, if relevant to that process.
- (b) The existence of an academic assessment, or findings arising from an academic assessment cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.

20.9 The Principal or a Dean may investigate any allegation about a Member if she or he reasonably believes that a situation may exist that would warrant disciplinary proceedings against the Member. The investigation is not a disciplinary matter. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms with Articles 20.9 and 20.10 respectively. A Member's privacy shall be respected during an investigation although it is understood that some revelation of the allegation may be unavoidable in order not to seriously compromise the investigation. The conduct of all or part of such investigations may be delegated to appropriate persons, including the Head of the Member's department.

20.10 As soon as practicable after commencing an investigation, the Principal or Dean shall:

(a) promptly and fully advise the Member of the nature of the allegation and the scope of the investigation, advise the Member of her or his right to seek advice from the Association, and invite the Member to respond to the allegation by meeting or by submission of materials, or both, as the Member sees fit. It is understood that the Principal or Dean may withhold information, or may decide not to notify the Member or delay notification of the Member, if the Principal or Dean has reasonable grounds to believe that there is a risk of significant harm to another person or that the investigation might be jeopardized;

(b) give due consideration to any suggestions or evidence from the Member which might expedite or simplify the investigation, or render it unnecessary; it is understood that any statement made by any person at this stage is without prejudice;

(c) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless the Principal or Dean has reasonable grounds to believe that such confidentiality may place a person at risk of significant harm; and

(d) notify the Member of the tentative results of the investigation within seven (7) days of such results being known.

20.11 The notification of Article 20.10(d) shall either advise the Member that discipline is not warranted and that no discipline will be imposed, or shall advise that a meeting should be convened to afford the Member an opportunity to make submissions, including documents or oral evidence, with respect to the tentative results of the investigation or any proposed discipline, before the investigation is closed and before any disciplinary measure is imposed. If the Head has conducted part or all of the investigation, the Dean may invite the Head to attend such meeting.

20.12 A Member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Collective Agreement.

20.13 When the alleged cause is of a type for which a separate institutional policy exists, the procedures of such a policy should be followed to the extent that they are not in conflict with this Collective Agreement, but in the event that such a policy is inconsistent with this Collective Agreement, and either the Complainant or Respondent is a Member, this Collective Agreement shall prevail.

20.14 The Parties accept that discipline shall be progressive with the aim of being corrective; the appropriateness of any disciplinary measure rests on both the cause and upon any relevant prior imposition of discipline.

20.15 Any record of a written warning or reprimand shall be removed from a Member's official file after forty-eight (48) months from the date of the alleged infraction provided that no subsequent discipline has been imposed within that period. After removal, such discipline cannot be offered in aggravation of penalty in a

subsequent disciplinary proceeding.

20.16 Failure of a Member to grieve a written warning or reprimand shall not be deemed an admission of the validity of the warning or reprimand, provided that the Member has indicated in writing within the time limits provided for initiating a grievance that the Member is in disagreement with the warning or reprimand and does not waive any right to grieve any subsequent imposition of discipline for similar cause.

20.17 Only the Principal, or the Board on the recommendation of the Principal, can suspend or dismiss a Member. Suspensions and dismissals take effect immediately except that if a Member grieves a fine or suspension without pay, the Member shall continue to receive salary and be eligible for all benefits until the grievance is decided. In the case of dismissals based on the grounds of incompetence or persistent neglect of academic duties, the Member's salary is continued until the time available to initiate a grievance has passed. If a notice of intention to grieve is filed, the Member shall continue to receive salary and be eligible for benefits until the grievance is decided or six months have elapsed since the date of the dismissal, whichever is the lesser period. In the case of a dismissal based on the ground of gross misconduct where a notice of intention to assume the grievance is filed by the Association, the Member shall receive salary and be eligible for benefits until the grievance is decided or six months have elapsed since the date of filing the notice of intention to grieve, whichever is the lesser period.

20.18 In all discipline grievances, the arbitrator is empowered to award any remedy considered just and equitable. If an award includes any monies owed to the grievor for salary or benefits, these shall be paid to the grievor with interest accruing from the date the salary or benefits should have been paid at a rate equal to 2 percent above the prime rate at the Bank of Montreal.

21.1 Notwithstanding the provisions of Articles 20.2 and 20.6, the University may suspend a Member with full pay and may relieve a Member of some or all of the Member's duties and/or privileges where:

- (a) the University has reasonable and probable grounds to believe that the failure to take the action outlined herein would result in significant harm to a person associated with the University or University property; and
- (b) the University has considered all reasonable alternatives; and
- (c) the basis of the University's actions have been fully disclosed to the Association and the Member affected; and
- (d) the Association and Member affected have been given reasonable opportunity to address the basis for such belief should they choose to do so and to suggest alternatives to the suspension; and
- (e) the suspension of the Member under the provisions of this Article are for a period no longer than reasonably necessary to address the concern of the University in paragraph (a) hereof.

21.2 Notwithstanding the foregoing, the University's actions under this section shall be grievable under the provisions of Article 20. The University shall, in any such grievance, have the onus of establishing that it has met the conditions set out herein.

22.1 The University recognizes a responsibility to provide an environment which protects the health, safety and security of Members as they carry out their responsibilities. To that end, the University agrees:

- (a) to maintain a committee on environmental health and safety with broad representation drawn from all sectors of the University, including at least one (1) person appointed by the Association;
- (b) to cooperate with the Association in making those provisions which are reasonable for the safety, health and

security of Members;

(c) to take those measures which are reasonable to protect the health, safety and security of Members;

(d) to take those measures which are reasonable to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours;

(e) to ensure that the Association has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety and security of Members as they carry out their responsibilities; and

(f) to comply with the Occupational Health and Safety Act, R.S.O. 1990, c.O. 1 as amended from time to time.

23.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom. Any layoff for budgetary reasons of tenure or tenure-track Members, or librarian/archivist Members on continuing or continuing track appointments shall occur only during a state of financial exigency. A state of financial exigency occurs when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting procedures which will persist for more than two (2) years and will threaten the continued functioning of the University. Layoff of Members shall occur only after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted. The expectation of short-term deficits is not financial exigency and can be dealt with by short-term deficit financing and/or the sale of real property, wheresoever situated, not essential to the academic function of the University.

23.2 No Member shall be terminated, dismissed, suspended, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment on account of budgetary reasons. Members may be laid off in accordance with this Article, however, if a state of financial exigency has been declared and confirmed pursuant to the procedures contained in this Article.

23.3 When the Principal considers that financial concerns in the University are severe enough that a state of financial exigency leading to layoff may exist, the Principal may give written notice thereof to the Board of Trustees and the Association. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments may be made to either the academic or administrative staff complement.

23.4 Within two (2) working days of receiving notice under 23.3 the University shall forward to the Association the financial documentation upon which the Principal's concerns were based.

23.5 Within fifteen (15) days of the notice specified in Article 23.3 above, the Parties shall establish the Financial Commission described in Article 23.6 and the Financial Commission shall begin meeting to consider the possible financial exigency and whether to:

(a) confirm it; or

(b) reject it.

23.6 The Financial Commission shall be composed of five (5) members as named in Part 1 of Appendix F to this Agreement. If any of the members named cannot serve, they shall be replaced by members from Part 2 of Appendix F. If one (1) or two (2) places cannot be filled from Appendix F, three (3) of the remaining members shall be chosen at random for the purpose of selecting replacement members who are qualified and able to

serve. If more than two (2) named members cannot serve, the Parties shall meet immediately to agree upon the names of replacement members. If the Parties cannot agree, the Chief Justice of Ontario shall be asked to select appropriate replacement members. At the first meeting of the Commission, the Commission members shall select a chair from amongst themselves.

23.7 The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists within the meaning of this Article. Any information provided to the Financial Commission shall be provided to the Association.

23.8 The Financial Commission shall invite and consider submissions on the University's financial condition. Inter alia, it shall consider:

- (a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) fiscal years;
- (b) whether in view of the primacy of academic goals at the University, the reduction of academic staff is a reasonable type of cost-saving;
- (c) whether all reasonable means of achieving cost saving in other areas of the University budget, including the administrative area, (and including borrowing, deficit financing, and the sale of real property not essential to the academic function wherever situated) have been explored and taken into account;
- (d) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- (e) whether every effort has been made to secure further assistance from the Provincial Government;
- (f) whether enrolment projections are consistent with the proposed academic staff complement;
- (g) whether all means of reducing the academic staff complement including voluntary early retirement, voluntary resignation, voluntary reduction of appointment, and other appropriate voluntary reduction, have been exhausted; and
- (h) whatever other matters the Commission considers relevant.

The Financial Commission is required to inquire into and answer each of (a) through (g) above, as well as any other specific questions stipulated under (h).

23.9 The Financial Commission shall conduct its inquiries, including receiving the submissions of the University and the Association, within sixty (60) days of its appointment and shall report within fourteen (14) days after that. If the Commission cannot complete its report within that time, it shall advise the Parties of the reasons for the delay and shall be afforded an additional fifteen (15) days to report. If the Commission finds that a state of financial exigency does not exist, no layoff notice under Article 23.3 can be given for at least twelve (12) months. If the Commission finds that a financial exigency does exist, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members. Any reduction in the budgetary allocation for academic salaries and benefits may be made conditional upon the further exploration of specific alternative cost-saving measures by the University, and the Commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives. After receipt of the report of the Financial Commission, the Parties shall meet and confer with respect to its implications.

23.10 Pursuant to the ruling of the Financial Commission, the Board of Trustees may reduce the budgetary

allocation for salaries and benefits of Members by laying off Members but such reduction shall not exceed the amount of the reduction specified by the Commission. The University must continue to offer all forms of voluntary reduction and redeployment options offered within the past twelve (12) months in an effort to reduce the extent of layoffs, until the notices under Article 23.14.1 are given.

23.11.1 The procedure for reducing the academic staff complement shall be implemented by a committee which shall consist of five (5) members: two (2) shall be nominated by the Association; two (2) by the Board; and the other member by the Senate. The Committee shall elect its chair from among its members.

23.11.2 Members on limited term appointments, including Adjuncts, shall not be laid off but shall not be renewed. If this does not, or will not, produce the required budgetary reduction within two (2) years, the Committee shall review the official files of each tenured and tenured stream faculty member and each continuing and continuing stream librarian/archivist and apply the scoring matrix determined in Article 23.11.3 to each Member. Thereafter the Committee shall determine a threshold score above which Members are not at risk of being, and cannot subsequently be, laid off. The Committee shall advise each Member scored below the threshold score.

23.11.3 A scoring scheme shall be developed by the Joint Committee on the Administration of the Agreement (JCAA) and submitted to the Parties for approval. The scheme shall distribute scores across the following matrix of factors:

- (a) performance as a teacher during the most recent three (3) full academic years (not including leaves);
- (b) research, scholarly or creative contributions over the academic career;
- (c) service to the University community;
- (d) length of service at Queen's;
- (e) tenure;
- (f) the need to meet institutional equity goals;
- (g) potential for future teaching and research contributions; and
- (h) the need to balance the impact of layoffs on the University's programs.

The JCAA shall also develop an appropriate scoring scheme for librarians/archivists based on an analogous matrix. The JCAA shall retain, at the University's expense, relevant experts, agreeable to both Parties to advise the JCAA on fair and equitable scoring mechanisms. The scoring schemes shall give fair credit for competent service and merit and shall mitigate the impact of layoffs on programs. For faculty members, teaching and research contributions shall have equal weight and service contributions shall have a lesser weight.

If the JCAA cannot produce a scoring scheme agreeable to the two (2) Parties during the currency of this Agreement, and a financial exigency is declared, the Financial Commission established under Article 23.6 shall establish a scoring scheme for layoff purposes consistent with the factors and principles set out above within the time limits provided for in Article 23.9.

23.11.4 (a) Prior to selecting those Members who will be laid off, the Committee shall provide each Member below the threshold score with a brief opportunity to be heard and submit any written material with respect to the relevant criteria and point allocation. Such Members can obtain from the Committee the scoring decision and data of up to ten (10) other named Members for the purpose of comparison and argument. The Committee

shall determine the final point allocations. The Members agree to keep in confidence the scoring decisions and data of other named Members.

23.11.4 (b) The Committee shall select those Members who will be laid off in order beginning with the lowest point allocations. Those selected for layoff under this procedure shall be provided with written notice of the reasons for their selection.

23.12 After the selection of the Members who are to be laid off, but prior to the implementation of such layoffs, the University shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those Members who are to be laid off. Members who accept such alternative employment retain all pre-existing employment rights, including credit for sabbaticals, salaries and pension. Members who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the University shall pay any related tuition fees.

23.13 Members who are selected for layoff pursuant to Article 23.11 may grieve their selection (under the Grievance and Arbitration Article of this Agreement) on the grounds of bias or procedural error, as well as on the grounds that the criteria for layoff have been applied in a manner that is arbitrary, discriminatory, or in bad faith. The right to grieve does not include the right to challenge the validity of the financial exigency.

23.14.1 The University shall provide each Member who is selected for layoff with:

(a) a minimum of ten (10) months written notice of the proposed date of layoff, to end on a June 30th, or salary in lieu thereof; and

(b) severance pay at the rate of one (1) month's salary for each academic year of service in the University, subject to a minimum of six (6) months, a minimum of twelve (12) months for tenured or continuing Members, and a maximum of twenty-four (24) months.

23.14.2 All payments under this paragraph shall be based on the Member's nominal salary. No Member in respect of whom the number of months salary paid under this paragraph would exceed the time remaining until the normal retirement age shall be laid off.

23.15.1 Members who are laid off shall have, for a period of three (3) years, a right of first refusal for any post in their former unit, unless the University can demonstrate that the post is so specialized that it cannot be filled by the laid off Member or by a rearrangement of the duties of other Members of the same unit. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which she/he is qualified, including administrative positions. Disputes arising out of these recall procedures are referable to the Grievance and Arbitration process set out in this Agreement. Without limiting the generality of the foregoing, arbitration is available with respect to disputes concerning the qualifications and/or suitability of the recall candidate, the respective qualifications of competing recall candidates, the required degree of specialization and consideration of rearrangement of duties.

23.15.2 Candidates who are recalled pursuant to Article 23.15.1 shall have up to two (2) months to accept such a recall offer, and up to twelve (12) further months to terminate alternative employment and take up the offered post.

23.15.3 Each Member who is recalled to an area or post other than within her/his original discipline retains a full right of first refusal for any opening in her/his original discipline.

23.16 Members who are laid off shall enjoy full access to scholarly facilities, including office and, where appropriate, laboratory space, and library and computer services until alternative full-time employment is secured, or their recall rights expire, whichever first occurs.

23.17 For up to three (3) years, the University shall maintain, at the Member's expense, all insurance coverage (life, medical, dental) until the Member has secured alternative full time employment.

23.18 Members on layoff who are recalled shall repay any portion of the allowance specified in Article 23.14 which exceeds their entitlement had they continued to occupy their normal position.

23.19 Laid off Members who have received the layoff allowance provided by Article 23.14 once, and are recalled, and are laid off again, shall receive the Article 23.14 allowance again, minus any net amount received as a consequence of the first layoff.

23.20 The cost of the Financial Commission established under this Article shall be borne by the University.

23.21 Layoff pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

Addendum Re: Article 23

The Parties agree that Article 23 requires two time limits which do not appear in the initial version, being a time limit for the assigning of scores under Article 23.11.2, and a time limit for providing certain Members a brief opportunity to make submission to and be heard by the Committee constructed in Article 23.11.1, as provided for in Article 23.11.4(a).

The time limit for scoring under Article 23.11.2 shall be agreed by the Parties on recommendation of the JCAA, and, if the JCAA cannot reach a recommendation agreeable to the Parties, and a financial exigency is declared, the Financial Commission established under Article 23.6 shall decide the time limit.

The time limit for Article 23.11.4(a) shall be set by the Financial Commission, since that body will know the depth of the cut in the bargaining unit salary mass that it has ordered, and will be able to estimate the number of persons who are likely to be affected, and hence the time needed for such submission and hearing.

24.1 Members may only be laid off in accordance with Article 23 or as a result of the closure of a unit or program as determined by the following provisions. Members may only be reassigned to another program, unit or administrative division without their prior application as a result of the closure of a unit or program as determined by the following provisions.

24.2 A program or unit can only be closed in accordance with this provision and only when the impetus for closure arises from concerns about academic quality, relevance or enrolment.

24.3 The Principal may request, in writing, that the Senate consider whether a unit or program should be closed for academic reasons. The request must be accompanied by a brief which explains the nature of the Principal's concerns and includes the relevant data or information in the Principal's hands which motivated the request. The request must be delivered to the Senate at least four (4) weeks prior to any consideration of the request. At the same time, copies must be delivered to the Unit, the relevant Dean and Unit Head and the Association.

24.4 A majority resolution of the Senate may also trigger a consideration of whether a unit or program should be closed for academic reasons so long as notice of the resolution is given to the Unit, the relevant Dean and Unit Head, and the Association, at least four (4) weeks prior to its consideration.

24.5 If the Senate is requested to consider whether a unit or program should be closed for academic reasons pursuant to either Articles 24.3 or 24.4, it shall within fifteen (15) days establish an Academic Review Committee consisting of five (5) members: two (2) nominated by the Association, two (2) nominated by the Board and one (1) member nominated by Senate resolution. The Committee shall select its own chair. The

members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the Committee shall be a member of the unit or program in question.

24.6 The University shall make available all relevant data and information to the Committee, and shall provide it with appropriate and essential resources.

24.7 The Academic Review Committee shall submit its report within sixty-five (65) days of its appointment. The report may contain dissenting views of no more than two (2) members in whole or in part, or in respect of any specific issue.

24.8 The report shall address the following questions:

(a) Does the program or unit meet an acceptable academic standard, taking into account:

(i) the quality of teaching and research in the program or unit,

(ii) relevant academic reviews either internal or external (internal academic reviews, accreditation reports from the Ontario Council on Graduate Studies (O.C.G.S.), or other professional or academic bodies);

(iii) success in placement of graduates in graduate programs or occupations;

(iii) any other criteria expressly considered relevant by the Committee;

(b) What is the program's relationship with other programs and units within the University?

(c) Has the program in the recent past attracted an acceptable enrolment and, if not, will this situation continue?

(d) Can any academic deficiencies be remedied within two (2) years and, if so, how? and

(e) Any other questions the Senate refers to it.

24.9 The report shall be delivered to the Senate and to the Unit, the relevant Dean and Unit Head, and the Association. The Unit, the relevant Dean and Unit Head, and the Association shall be provided with six (6) weeks to consider the report and deliver a response in writing to the Senate. After considering the report and any responses to it, the Senate will decide the issue by vote after a debate open to the public. A unit or program can only be closed if a two-thirds majority of the votes cast in Senate at a properly constituted meeting decides that its condition justifies closure on academic grounds. Senators (except for undergraduate students from non-professional faculties) from the unit whose closure is being considered shall not vote.

24.10 If the Senate decides that a Unit or Program can be closed on academic grounds, the Senate decision, the report of the Academic Review Committee and any filed responses to it shall be forwarded to the Board. The Association and the relevant Unit, Dean and Unit Head shall have an opportunity of addressing the Board on the question of whether an injection of resources (human, financial or material) is warranted to assist the unit or program or whether the unit or program should, in light of the Senate's academic decision, be closed.

24.11 After a decision by the Board to close a unit or program, all reasonable efforts shall be made to re-assign Members from the Unit or Program in question to another program or to an administrative position. Re-assigned Members shall have access to funds provided by the University for retraining over a period up to two (2) years if

such retraining will demonstrably improve their suitability for re-assignment.

24.12 If a Member is re-assigned, the Member's appointment, rank, seniority and compensation shall remain unchanged.

24.13 If a Member has not been re-assigned pursuant to Article 24.11, the Member can be laid off in accordance with the requirements of Article 23.11 but the notice period shall be six (6) months longer than that stipulated in Article 23.14.

25.1 Provisions Related to Faculty

25.1.1 Some teaching by non-bargaining unit members is carried out by academic administrators, teaching assistants, clinical faculty, unpaid Adjunct I's, guest speakers, or those visiting professors not included in the Bargaining Unit. Such teaching is not regulated by this Article.

25.1.2 Other teaching by non-bargaining unit members is carried out by paid Adjunct I faculty members. Purposes for assigning teaching to paid Adjunct I faculty are:

- (a) to bring expertise to a course which cannot be provided by Members of the Bargaining Unit;
- (b) to be able to offer a course which would otherwise not be available;
- (c) to carry out teaching normally carried out by a Member who is on leave or reduced appointment, or whose teaching assignment is reduced due to service to the Association or to the University;
- (d) to teach courses which are not staffed due to urgent or unforeseen circumstances;
- (e) to build cooperation with other organizations and institutions; and
- (f) to respond to short-term increases in demand for courses which cannot be accommodated within the workloads of Bargaining Unit Members fully qualified to teach them.

25.1.3 The long-term health of the University requires a critical mass of full-time faculty engaged in teaching and research. The Parties acknowledge that paid Adjunct I faculty do not normally satisfy this need, and will endeavour to limit the use of Adjunct I faculty to the purposes listed in Article 25.1.2.

25.1.4 For the purposes of this Article, Academic Staff Cost (ASC) shall mean the cost of the salaries and benefits of all Bargaining Unit Members, plus the salary and benefit costs of engaging paid Adjunct I faculty to teach courses, except as provided for in Article 25.1.6.

25.1.5 The benchmark year shall be the academic year 1995/96. For that year, the percentage of the ASC which is composed of the cost of Adjunct I faculty shall be determined. This percentage shall not rise by more than 1 percent over the life of this Agreement.

25.1.6 For the purposes of the calculations above, the remuneration of Adjunct I faculty used to teach courses normally taught by a Member who is on leave, or whose teaching assignment is reduced due to service to the Association shall not be included in the ASC and in the cost of Adjunct I faculty.

25.1.7 For the purposes of the calculations above, payments on a one-time basis relating to any early retirement or voluntary work reduction program shall not be included in the ASC.

25.1.8 The University shall provide to the Association the data which support the calculation above for the benchmark academic year within two (2) months of ratification of this Agreement. The University shall provide the Association with data for each subsequent academic year by April 30th of that year. If the percentage of the ASC which is composed of the cost of Adjunct I faculty in any academic year exceeds that provided for in Article 25.1.5, the University shall correct this in the next academic year.

25.2 Provisions Related to Librarians and Archivists

25.2.1 Within the workload of librarians and archivists are certain core functions which require professional expertise. The JCAA will compose a list of such functions within six (6) months of ratification of this Agreement. That list may be revised from time to time as dictated by technological change or changes in practices within the professions.

25.2.2 Except for short periods, and as a result of exceptional circumstances, these core functions will not be assigned to persons who are not professional librarians or professional archivists.

26.1 "Performance indicator" includes any parameter, measure or quantitative instrument intended or used for:

(a) evaluating, measuring, ranking or comparing the performance, productivity or standards of an academic unit, program, faculty, school, institute, in whole or in part; and

(b) making decisions which affect the terms or conditions of a Member's employment.

26.2 "New performance indicator" shall mean any performance indicator which was not publicly circulated at the University prior to November 1, 1996.

26.3 No new performance indicator shall be applied by any officer of the University, the Senate or any committee thereof, any faculty, or other unit, unless the new performance indicator has been submitted to the JCAA sufficiently in advance to permit the Association to consider its legitimacy and efficacy prior to application.

26.4.1 If the Association has grounds to believe that a performance indicator is invalid because, in whole or in part, it:

(a) violates a term of this Collective Agreement;

(b) is premised on false assumptions; or

(c) uses illegitimate methodology;

the Association shall submit its objections to the Vice-Principal (Academic).

26.4.2 If the Vice-Principal (Academic) decides not to withdraw the performance indicator, the Association has thirty (30) days to grieve pursuant to Step 2 of Article 15 on the grounds set out in Article 26.4.1.

26.4.3 The application of a performance indicator which is the subject of a grievance shall be suspended pending the disposition of the grievance.

27.1 Academic Leave

27.1.1 Academic leaves are to serve the objectives and goals of the University by providing faculty Members

with a regular opportunity to maintain and enhance the quality of their scholarship and teaching, thereby assisting the University to achieve greater excellence in its basic areas of responsibility, the advancement of learning and effective teaching. Academic leaves are also intended to promote scholarly and professional activity through sustained periods of research, concentrated study and creative work and through the extension of the range of contacts to other people, places, experiences, and ideas. Academic leaves for librarians are also intended to serve the goals and objectives of the University by providing librarian Members with an opportunity to engage in scholarly and professional activities away from regular duties to maintain and enhance their professional effectiveness.

27.1.2 (a) A Member holding a tenured, tenure-track, continuing or continuing-track appointment is eligible for leave after six (6) years of service at the University including not more than two (2) years of authorized leave unless a shorter period is stipulated at the time of appointment.

(b) Faculty Leaves may be:

(i) for twelve (12) months, beginning July 1 or January 1;

(ii) for six (6) months, beginning July 1 or January 1;

(iii) for twelve (12) months, taken as two (2) six (6) month periods of time, with the first beginning on July 1 or January 1 and the second beginning a year later.

(c) Library/Archivist leaves may be for up to twelve (12) months at 80 percent of salary. Normally the leave shall be for a period of eight (8) months and may commence at any time during the year. Leaves for shorter periods where the project is of particular interest to the Library or Archives may be at full remuneration. A first academic leave in a career shall be at full remuneration, provided that the leave does not exceed six (6) months.

27.1.3 A first faculty leave shall be for a period of twelve (12) months and if taken within the first ten (10) years of a Member's tenure-track academic career, shall be at full remuneration. After a first faculty leave, a Member may apply for:

(a) a twelve (12) month faculty leave after a further six (6) years of service since the previous faculty leave, at 80 percent remuneration;

(b) a six (6) month faculty leave after a further six (6) years of service since the previous faculty leave, at 100 percent remuneration; or

(c) a six (6) month faculty leave after a further three (3) years of service since the previous faculty leave, at 80 percent remuneration.

27.1.4 A Member who is on reduced responsibility for up to and including three (3) of the previous six (6) years is normally entitled to 80 percent of nominal salary. A Member on reduced responsibility for more than three (3) of the previous six (6) years is entitled to 80 percent of actual salary. A Member on a part-time appointment is entitled to 80 percent of actual salary.

27.1.5 Applications for academic leave shall be submitted to the Unit Head and shall include:

(a) a detailed and clear plan for the leave, with reference to the objectives in Article 27.1.1;

(b) an indication of the duration and allowance level requested, with an indication of which years are being used to establish the eligibility;

(c) a statement of any external financial support which is to be sought for this leave;

(d) any other supporting documentation which the Member wishes to submit to support the application.

27.1.6 The Unit Head, following review of the application, will submit it, along with a letter of recommendation to the Dean, Chief Librarian/University Archivist by October 15. The Dean, Chief Librarian/University Archivist, following a review of the application and the Department Head's recommendations, shall submit her/his recommendation to the Vice-Principal and/or the Principal no later than October 31. The Vice-Principal and/or Principal, upon reviewing the recommendation, shall inform each applicant of the decision no later than November 30 of the academic year prior to the year for which the applicant has applied for leave.

27.1.7 When assessing a Member's application for academic leave, the decision shall be positive if the application meets the objectives in Article 27.1.1 and if it is likely that the proposed project(s) can be successfully carried out by the applicant. The assessment shall be based on a review of the following materials:

(a) the application for academic leave;

(b) the recommendation(s) of the Unit Head and Dean;

(c) any relevant materials from the Member's official file.

27.1.8 A Member shall not engage in additional paid employment while on academic leave except:

(a) when the additional paid employment will yield no more than the difference between the academic salary and the nominal salary; or

(b) with the written permission of the University and such permission shall not unreasonably be withheld; or

(c) occasional work of a limited scope.

27.1.9 The Member on academic leave continues to be a full-time member of the academic staff and eligible for salary increases and promotions.

27.1.10 Benefits shall continue to be available to a Member on academic leave. The Member's and University's contributions shall be based on the Member's salary without reduction for the leave unless the Member chooses otherwise. The Member will be assumed to have used a pro-rated portion of vacation during the period of academic leave.

27.1.11 If the application for academic leave of faculty members is approved, the academic leave shall either be granted or deferred. The Dean may determine that a deferral is necessary so that the teaching and/or service needs within the University would not be jeopardized by the Member's absence. Deferral may be for a period of not less than six (6) months, and not more than one (1) year. In exceptional circumstances, deferrals may be repeated for up to one additional year, so long as all reasonable efforts are made to accommodate the deferred Member after the first deferral.

27.1.12 Service, during a deferral period shall be counted, at the option of the faculty Member, either toward a subsequent academic leave, with the first year of deferral counting as one (1) year of service, and second year of deferral counting as two (2) further years of service, or to an increase in the in the academic leave allowance as follows:

(a) for a one (1) year academic leave, for each year of the deferral an increase in the allowance of 10 percent; or

(b) for a six (6) month academic leave based on three (3) years of service, for each year of the deferral an increase in the allowance of 20 percent.

27.1.13 If the application for academic leave of a librarian or archivist Member is approved, the academic leave shall either be granted or deferred. Recognizing the responsibility of the University to operate the Library and Archive systems, applications for academic leave for librarians and archivists shall be deferred if the Chief Librarian/University Archivist cannot, because of the number of applications for academic leave, accommodate all applications. While such deferrals may be repeated, all reasonable efforts shall be made to accommodate such approved applications within a reasonable period of time, including allowing Members to take part-time leave, in which case the leave shall be at full remuneration, or splitting of leaves into shorter segments.

27.1.14 Within ninety (90) days of return from academic leave, a Member shall submit a report on the leave to the Unit Head. This report shall be added to the Member's official file.

27.1.15 A Member shall return to the University for a period of at least six (6) months after the academic leave. If a Member does not return, the Member shall reimburse the University for one-half of the remuneration paid during the academic leave.

27.2 Personal Leave

27.2.1 Bereavement Leave

In the event of a death in a Member's immediate family, the Member shall be entitled to five (5) working days bereavement leave. Immediate family is defined as spouse, common-law spouse, same sex partner, child, sibling, parent, mother/father-in-law, grandparent or grandchild, foster parent, ward or any other individual close to the employee.

27.2.2 Compassionate/Special Leave

When an event such as illness, injury or death in a Member's immediate family occurs, and clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to up to six (6) months leave with pay. The Member shall request such leave in writing to the Unit Head with sufficient particulars so as to enable the Unit Head to make a proper assessment of the request for leave.

27.2.3 Personal Leave

Leave for personal reasons requiring urgent attention may be granted by the Dean, Chief Librarian/University Archivist with or without pay. The Dean, Chief Librarian/University Archivist shall be notified as soon as practicable of the length of the requested personal leave and the reasons for it. The Dean, Chief Librarian/University Archivist shall make her/his decision based on the reasonableness of the request in light of all the circumstances.

27.3 Sick Leave

27.3.1 A Member is entitled to up to six (6) months sick leave with full pay if the Member is, by reasons of illness, injury or other related disability, incapable of performing a substantial portion of the Member's responsibilities.

27.3.2 If a medical certificate is required to establish the state of the Member's health, the Director of Human Resources shall request that the Member provide a certificate dealing with the Member's ability to perform her/his responsibilities. If the Director of Human Resources has reason not to be satisfied, a second opinion may be sought from a physician agreed to by the University and the Member.

27.3.3 If a Member is covered by a form of disability insurance but coverage is not confirmed until after the expiry of sick leave, sick leave shall not be terminated until payments under the applicable insurance policy commences or coverage is denied.

27.4 Child Care Leaves

Statutory Leave: A Member who gives birth or adopts an infant child is entitled to leave for any period provided by statute.

27.4.1 Maternity Leave With Pay

(a) In order to qualify for Maternity Leave With Pay a Member should forward to the University:

(i) an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave and indicating the date on which the leave is to commence,

(ii) a certificate from a duly qualified medical practitioner indicating the estimated date of birth of the child.

(b) Maternity Leave With Pay is a leave from work of up to twenty (20) weeks with pay and benefits as specified in Article 27.4.1(d). Leave shall be granted upon written request if the Member has been employed continuously for one (1) year or more of service with the University and presently holds a current appointment of a year's duration or longer with the University.

(c) Eligible Members will receive salary and benefits noted in Article 27.4.1(d) on the understanding that the Member is expected to work for the University for at least six (6) months following the date of her return from Maternity Leave With Pay.

(d) The University will pay 100 percent of the Member's normal earnings for the first two (2) weeks of Maternity Leave. During the following fifteen (15) weeks of the Maternity Leave the Member will receive a salary payment equal to the difference between 100 percent of the Member's normal salary and the amount of employment insurance maternity benefit the Member is expected to receive if she qualifies for employment insurance benefits. The remaining three (3) weeks shall be with full salary. A further leave beyond the above twenty (20) weeks shall be without pay and falls under the provisions of Parental Leave or Leave Without Pay Following a Maternity Leave, Adoption Leave or Paternity Leave.

(e) During the period of the Maternity Leave both the Member and the University shall continue to pay their respective shares of the costs of the benefit plans in which the Member is enrolled. Vacation entitlement will continue to accrue while a Member is on Maternity Leave.

(f) A faculty Member who has taken Maternity, Adoption or Parental Leave, or a period of reduced responsibility to fulfil parental responsibilities following the birth or adoption of a child, may elect to have her/his renewal, promotion, or tenure decision postponed for a period of one (1) year for each such leave.

27.4.2 Adoption Leave With Pay

(a) Adoption Leave With Pay is a leave from work of up to fifteen (15) weeks with pay and benefits. Members who have been employed continuously for one (1) year or more by the University and who hold a current appointment of a year's duration or longer are eligible to apply for Adoption leave With Pay.

(b) A Member who meets the criteria in 27.4.2(a) and who adopts a child is entitled to the same rights as those granted for Maternity Leave With Pay with the following amendments:

- (i) the leave shall commence when the child comes into the custody or care of the Member,
 - (ii) the duration of the paid leave shall be fifteen (15) weeks,
 - (iii) the University will pay 100 percent of the Member's normal salary for the first two (2) weeks of Adoption Leave,
 - (iv) during the following thirteen (13) weeks of Adoption Leave the Member will receive from the University a payment equal to the difference between 100 percent of the Member's normal salary and the amount of Employment Insurance benefit the Member is expected to receive if she/he qualifies for benefits,
 - (v) where both adoptive parents are employees of the University and an adoption takes place, only one (1) paid leave will be granted under this policy. The parents may choose which one will apply for the Adoption Leave, but the leave time may be divided between them,
 - (vi) Members who do not meet the service requirements for paid Adoption Leave may still meet the criteria for an unpaid Parental Leave.
- (c) A Member who wishes to make application for leave shall make written application to her/his Department Head for paid Adoption Leave at least one (1) month in advance of undertaking the care or custody of a child. The application shall include:

- (i) the expected date the leave is to commence,
- (ii) the expected date of return to work following the leave.

27.4.3 Paternity Leave

The provisions of Adoption Leave shall apply mutatis mutandis to any Member who is the father of an infant child and who assumes at least 50 percent of the responsibility for the care of the child.

27.4.4 Leave Without Pay Following a Maternity leave,

Adoption Leave or Paternity Leave

A Member may apply for up to one (1) year of additional leave without pay. An unpaid leave shall be granted upon written request.

27.4.5 Parental Leave

(a) A Member who is a parent and has been employed with the University for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody or care for the first time, is entitled to an eighteen (18) week unpaid Parental Leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her or his own.

(b) Parental Leave for fathers and adoptive parents may begin no more than thirty-five (35) weeks after the day the child is born, or comes into the care or custody of a parent for the first time.

(c) Where both parents are Members of the Bargaining Unit, both may take Parental Leave at the same time;

(d) A Member should provide her/his Department Head with a request for a Parental Leave of absence no later than one (1) month in advance of the date of the requested leave. In cases where the Parental Leave is an extension of the Member's Maternity Leave, the notice should take place at the same time as the application for Maternity Leave. In such cases, the leave must commence at the point that the Maternity Leave ends.

(e) The University will continue to pay its portion of the group benefits premiums and pension plan where the Member continues to pay her/his share. Vacation leave continues to accrue while a Member is on Parental Leave.

(f) Members who are contemplating taking a Parental Leave should contact the Department of Human Resources to ascertain procedures relating to this leave.

27.5 Leave to Seek Office

27.5.1 Upon application to the Member's Unit Head, a Member shall be granted a Leave of Absence Without Pay when the Member seeks a nomination as a candidate for political office, is a candidate, or holds political office in municipal, provincial, territorial or federal government.

27.5.2 The Member shall advise the Unit Head as soon as practicable of the intention to seek a leave for these purposes. Such leaves may be partial or full. Leaves shall be for a specific term but shall be renewed upon proper application confirming the continuation of relevant circumstances subject to Article 27.5.3

27.5.3 If the Member is successful, in her/his election bid, she/he will be granted a leave of absence for one (1) or more terms, for a period not normally to exceed five (5) years.

27.6 Court and Related Leave

27.6.1 Upon application to the Member's Unit Head, a Member shall be granted a leave of absence with pay when the Member:

(a) is called for jury duty;

(b) subpoenaed as a witness; or

(c) required to attend court as a defendant, respondent, or accused.

27.6.2 (a) A Member who is involved in a legal action commenced by the Member and who intends to be absent in connection with that purpose shall apply to the Dean, Chief Librarian/University Archivist for a leave of absence with or without pay.

(b) The Dean, Chief Librarian/University Archivist shall consider the nature of the Member's interest in the legal action, the merits of the action and the duration of the intended absence when deciding whether to grant a leave of absence with or without pay.

27.7 Negotiated Leave

27.7.1 A Member may apply for Negotiated Leave with or without pay, which is intended to provide the Member with the opportunity to be released from some or all of her/his duties at the University in order to undertake other outside activities.

27.7.2 A Member shall make an application in writing to the Unit Head, stating the reasons for the request, the period and location of the leave, and her/his proposals for pension and fringe benefits arrangements. With the

recommendation of the Unit Head, the Vice-Principal (Academic) or Principal shall make a decision on the application and inform the applicant in writing.

27.7.3 Normally, a Negotiated Leave would be for up to two (2) years. However, the Vice-Principal (Academic) or Principal may, on the recommendation of the Dean, extend the leave for a further period where such an extension would not unduly disrupt the activities and obligations of the department.

27.8 Pension Contributions

A Member on any form of paid or partially paid leave pursuant to this Article shall have the option of making pension contributions based upon either the nominal or actual salary, and the University shall make its contribution based upon the nominal salary. If the Member is on an unpaid leave, the Member shall have the option of not contributing or contributing based upon the nominal salary. In the latter case the University will do so as well.

27.9 Adjunct Service

For the purposes of Maternity, Adoption and Parental Leave, service for Adjunct Members shall be defined as in Article 12.2.3(d).

28.1 All documents and materials in the possession of the University that relate to the employment status of, or the evaluation of the professional performance of a Member, shall be placed in an official file established for that Member. The official file shall be the only file used in decisions respecting any and all terms and conditions of employment of a Member. The documents constituting the official file shall be the paper originals, or in the event the original document is received in facsimile or electronic form, an accurate paper copy.

28.1.1 The official file shall be kept in the Office of the Dean of the Member's faculty in non-departmental faculties. In the case of departmentalized faculties, part of the official file shall be located in the Office of the Dean and the other part in the Office of the Head. Together these two files in departmentalized faculties shall constitute the official file. In the case of librarians and archivists, the official file shall be kept in the Office of the Chief Librarian or University Archivist. The official file shall be clearly marked as "Confidential".

28.1.2 Copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes: eg. the Office of the Principal, the Office of Financial Services. Official files and any copies of documents shall be clearly marked as "Confidential". All restrictions specified in this Article which apply to the official file apply equally to all copies of the files.

28.2 The official file of each Member shall contain only material pertaining to the employment of the Member.

28.2.1 The documents and materials retained shall include, but are not limited to, materials such as the Member's curriculum vitae, annual report to the Dean, university transcripts, letters of application, references, salary and work history, student evaluations, disciplinary letters, assessments, commendatory letters, decisions and recommendations together with reasons arising from personnel decisions, correspondence, curriculum vitae updates, and copies of materials reflecting professional development and achievement.

28.2.2 No anonymous material shall be kept in the official file or submitted as evidence in any formal decision or action involving a Member except as provided in Article 28.5.

28.3 Within three (3) months following the ratification of this Collective Agreement, Members should visit the Office of the Dean in non-departmentalized faculties, and the offices of the Dean and Department Head in departmentalized faculties, and the Chief Librarian/ University Archivist for librarians and archivists to ascertain and note the contents of their official file.

28.3.1 Members have the right to examine the entire contents of their official files during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, Head, Chief Librarian and University Archivist. If staff are not immediately available to oversee the process, the examination may be delayed to a time specified by the Head or Dean, which will normally be before the end of the next business day. Members may be required to produce identification before access to their official files is granted. Members shall not remove their official file, or parts thereof from the office where it is held. Members may, upon written request, obtain a copy of any document in their official file to which they have a right of examination on a cost recovery basis. For documents that have not been copied to the Member, she/he shall be entitled to one (1) copy at no cost.

28.3.2 A record shall be kept of the names of all persons granted access to the official file together with the date and the reason except for those adding routine financial information or conducting routine file maintenance as provided for in Article 28.7. Such record shall be contained in the official file.

28.3.3 If copies are made of documents in the official file, a record shall be kept of which documents were copied, and where they were placed, it being understood that copying of documents containing only routine financial or administrative material which are not evaluative and which do not contain personal information which ought to be kept confidential are not subject to such recording.

28.4 Any files created for assessment purposes shall be deemed to be an annex to the official file. As new documents are created or obtained in the assessment process, they shall be added to the assessment file. No material shall be included in the file which does not meet the requirements governing inclusion of material in the official file as specified in this Article.

The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in her/his office, except when signed out by a member of the Committee. If working copies are made for committee members, the chair of the committee shall ensure their destruction at the conclusion of the assessment process.

28.4.1 A copy of all solicited letters of reference or assessments shall be placed upon receipt in the official file of the Member without letterhead and signature(s) block.

28.4.1.1 Only the Dean, Chief Librarian/University Archivist may retain the complete originals of such letters in a file separate from the official file. If such a letter is to be used for any purpose other than the evaluation for which it was solicited, the Member shall be advised in writing of the intended use, and provided with a copy of the letter. The letter shall then be placed in the Member's official file.

28.4.2 All other assessments concerning the evaluation of a Member shall be in writing, signed and included in the official file and be made available to the Member.

28.5 Student surveys/evaluations or courses submitted by the University to any decision-maker, hearing, mediation or appeal committee shall be considered, provided the survey/evaluation instruments have been approved by the Parties pursuant to Article 33.

28.5.1 Numerical data and statistical measures from student surveys/evaluations carried out in accordance with Article 33 shall be placed in the official file, Article 28.2.2 notwithstanding.

28.5.2 The University shall ensure that the raw data, whether in paper or electronic form, are provided to the Member affected within ninety (90) days after the deadline for the submission of final marks.

28.6 The Member shall have the right to have included in her/his official file written comments on the accuracy,

relevance, meaning or completeness of the contents of the Member's official file. These comments may include supplementary documents considered relevant by the Member.

28.6.1 Members have the right to have removed from their official files material which is false, inaccurate or irrelevant to the purposes for which the official file is kept.

28.6.2 The Member shall make an application in writing to the Head, Dean, Chief Librarian or University Archivist who shall decide within twenty (20) working days whether the impugned material is false, inaccurate or irrelevant to the purposes for which the official file is kept.

28.7 Members shall be informed in writing of any additions of evaluative material, excluding routine financial information and routine file maintenance, in the office where the file is maintained, to their official files within thirty (30) working days of such addition. No material shall be deleted from the file without the express written permission of the Member.

28.8 None of the contents of the official file shall be released or made available to any person without the express written consent of the Member concerned, except when required:

(a) for official university administrative purposes;

(b) for grievance and arbitration purposes;

(c) by this Agreement;

(d) by law.

Access to the contents of an official file for (d) above shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Vice-Principal (Academic) or someone designated to her/him in writing. The Vice-Principal (Academic) shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by legal statute.

29.1 Within the framework of institutional resources, the University shall provide adequate facilities and support to enable Members to fulfil academic responsibilities as defined in Article 6.

29.2 Inadequacies of facilities and support shall be taken into consideration when assessing the performance of Members. In teaching, it is understood that poor facilities may have an impact upon a Member's performance, and lack of support may increase the effective teaching load associated with a given assignment. In research, Members who will require more than the basic resources available on campus (eg. library and other information facilities) are encouraged to seek extramural support for their activities. The University, in signing any application for such support, commits itself to provide the basic infrastructure for the carrying out of such research. In the event that the basic research infrastructure cannot be provided, it is understood that this may limit the scholarly productivity of the Member.

29.3 Faculty Members shall be provided with private furnished offices and telephones, except that this is not always possible for Adjuncts. Librarians and Archivists will have offices unless alternate working spaces suitable to their function are provided. Adjunct Members who are expected to be on campus three (3) or more days a week will have an office, which may be shared, unless working spaces suitable to their function are provided. When office space cannot be provided, space for lockable storage of personal property will be provided, as will space for private meetings with students during a reasonable number of scheduled office hours.

29.4 Members shall be entitled to free connection from their computers at an on-campus location to the University's computer system which will permit access to e-mail, QCAT, QLINK, Internet services, and computation. From time to time, as technological change dictates, the JCAA shall meet to update this provision.

29.5 It is recognized that all Members need to be able to send and receive mail at their university addresses. Postage relating to teaching, administration, and the submission of research grant applications shall be provided by the University, while duplication and office supplies for these purposes shall be provided by the Unit. With respect to other aspects of scholarly or creative work, individual units shall determine the extent to which they will assist Members in those units with the cost of related duplicating services, postage, office supplies, secretarial services and computing equipment and services. As well, the Unit shall provide any resources agreed to in advance by the Head or Dean.

29.6 All Members shall have reasonable access to the University's library services, collections, and facilities.

29.7 Professional expense allowances shall be made available to Members annually, as follows:

1996/97 1997/98 1998/99

Initial Adjunct Members 375.00 437.50 500.00

Renewable Adjunct Members 562.50 656.25 750.00

Other Members 750.00 875.00 1,000.00

29.8 University-wide telephone or address directories shall include all Members employed in the Bargaining Unit when such directories go to press.

29.9 Any Member who is required to travel away from the main or west campus for University teaching or administrative purposes shall be reimbursed for travel expenses on the basis of the travel expense policy (Appendix G). Adjunct Members shall be reimbursed on the basis of the Commuting Adjunct Travel Expense Policy (Appendix H).

30.1 For the purposes of this Article, academic administrators shall mean persons who would be Members of the Bargaining Unit if they did not hold administrative positions which exclude them from the Bargaining Unit.

30.2 The procedures in this Agreement for tenure and promotion in academic rank shall also apply to any academic administrator or to any Member accepting an appointment as an academic administrator, mutatis mutandis.

30.3 Academic administrators re-enter the Bargaining Unit upon completion of their term of office, unless excluded for another reason.

30.4 Academic administrators hold appointments within a particular department or unit. When Deans and Associate Deans are recruited from outside the University as academic administrators, the Members of the prospective department or unit shall have an opportunity to meet the candidate, as will the Appointments Committee of that department or unit. The Appointments Committee shall forward a recommendation to the Principal dealing with the appropriate rank and the suitability of the candidate for tenure within that department. If the Principal decides differently, she/he shall provide reasons to the Appointments Committee.

30.5 This Agreement shall apply in all aspects to any former academic administrator who has entered or re-entered the Bargaining Unit, subject only to the restriction that the former academic administrator may not

grieve any issue arising from the administrative position formerly held.

30.6 No tenured, tenure-track, or continuing Member shall be displaced from the department, faculty or unit by the entry or re-entry of former academic administrators to the Bargaining Unit.

30.7 Academic administrators appointed or re-appointed after ratification of this Agreement shall no longer be paid their administrative stipends after entering or re-entering the Bargaining Unit, and shall receive the salary they would have been expected to have, had they been in the Bargaining Unit throughout the period.

30.8 Academic administrators who participate in a significant way in the academic activities of the department, faculty or unit shall have the right to full participation in departmental or faculty bodies, except where their roles in the subsequent stages of some process would make such participation a conflict of interest.

31.1 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, Members have the right to decline to perform the work of striking or locked-out employees.

31.2 No Member shall be disciplined for refusing to cross the picket line of another bargaining unit which is engaged in a legal strike against the University or has been locked out by the University, if any of the following apply:

- (a) the Member has reasonable grounds to believe that her/his personal safety may be jeopardized;
- (b) the Member has scheduled duties which would be affected by declining to cross, but has advised the appropriate Unit Head or Dean as early as reasonably possible, and has made alternate arrangements for carrying out the scheduled duties;
- (c) the Member has scheduled duties which will not be carried out, and has advised the appropriate Unit Head or Dean as early as reasonably possible that the Member will not be available, it being understood that for each day on which this occurs the Member will be deemed to have sought and been granted a one (1) day leave without pay, but with fringe benefits; or
- (d) if such refusal will not constitute just cause for discipline pursuant to Article 20.

31.3 Any dispute about any aspect of this provision or its application is subject to the grievance procedure pursuant to Article 15.

32.1.1 In accordance with the University's equity goals ("Recruiting and Hiring for Faculty Appointments" , September 1995, Appendix I), the Parties' commitment to non-discrimination as contained in Article 4 of this Collective Agreement, and to the principles of employment equity, the University and the Association recognize that particular measures are required to promote equity in the employment of women, visible minorities, aboriginal people, persons with disabilities, gay men and lesbians and such other groups as may be designated by legislation.

32.1.2.1 Consistent with principles of employment equity, the Parties agree that:

- (a) the primary criterion for appointment to positions to the University is academic and professional excellence; and
- (b) no candidate shall be recommended who does not meet the criteria for the appointment in question.

32.1.2.2 Consistent with principles of employment equity, the University is committed to eliminating or

modifying those human resource policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of designated groups.

32.2 For the term of this Agreement the University agrees to utilize search procedures in academic units which require an active search for qualified members of under-represented groups, including:

- (a) advertisements which include the statement that the University is committed to employment equity and welcomes applications from all qualified women and men, including visible minorities, aboriginal people, persons with disabilities, gay men and lesbians;
- (b) advertisements in University Affairs or Canadian Association of University Teachers (CAUT) Bulletin, and relevant professional journals, and (where relevant) national newspapers, interdisciplinary departments, aboriginal studies, women's studies and feminist journals, and/or associations or contact groups representing the designated groups;
- (c) copies of all such advertisements will be transmitted to the office charged with employment equity matters in the University;
- (d) letters from the appropriate Dean and/or Unit Head or Director, Chief Librarian or University Archivist, as applicable, to their equivalents in other Canadian universities inviting qualified women, visible minorities, aboriginal people, persons with disabilities, gay men and lesbians to apply for advertised positions;
- (e) other such measures as authorized by the Dean, Chief Librarian or University Archivist, in consultation with the Unit Head or Director or equivalent representative of members of the department or unit, and/or the University Advisor on Equity.

32.3 Consistent with the principle that the primary criterion for appointment to positions at the University is academic and professional excellence, the Parties agree that:

32.3.1 When candidates' qualifications are substantially equal and meet the criteria established for the appointment in question, the candidate who is Canadian or a permanent resident of Canada shall be recommended for appointment.

32.3.2.1 In order to ensure that the final stages of any appointment competition adequately reflect the diversity of Canadian society, appointment committees shall take special care not to eliminate at early stages potentially strong candidates who are women, visible minorities, aboriginal people or persons with a disability. In selecting applicants who will be invited for interview, search committees shall include the names of any candidate in these groups, who, if the candidate performed very well at the interview, would be viewed as competitive with other interviewed candidates.

32.3.2.2 In units where women are under-represented in tenure-stream or continuing appointment positions (using the diversity of the population of Canada as the benchmark), a female candidate who has been interviewed and fulfils the position requirements shall be offered the appointment unless there is a demonstrably superior male candidate. Furthermore, if that process has determined that a female candidate would be offered the appointment, an interviewed female candidate who is of a visible minority, aboriginal person, or person with a disability and who fulfils the position requirements, shall be offered the appointment unless there is another demonstrably superior female candidate. On the other hand, if the above process determines that a male candidate is demonstrably superior, then an interviewed male candidate who fulfils the position requirements and who is of a visible minority, aboriginal person, or person with a disability shall be offered the appointment unless there is another demonstrably superior male candidate.

32.3.2.3 In units where women are not under-represented in tenure-stream or continuing appointment positions

(using the diversity of the Canadian population as the benchmark), any interviewed candidate who fulfils the position requirements and who is of a visible minority, aboriginal person, or person with a disability shall be offered the appointment, unless another candidate is demonstrably superior.

32.3.2.4 To determine whether women are under-represented in tenure-stream or continuing appointment positions, joint-appointments are counted in conformity with the fraction of their appointment in each unit. Seconded or cross-appointed faculty are counted only in their home unit.

32.3.3 It is understood that no candidate shall be recommended who does not meet the criteria for the appointment in question.

32.4 To assist the University in filling its commitments to non-discrimination (Article 4) and to promotion of employment equity (this Article), the University will create and fill the position of University Advisor on Equity and will provide support services for that position.

32.5.1 Persons chosen to serve on appointment committees for faculty, librarian or archivist positions, or on personnel committees, may only carry out such functions after successfully completing a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice from the University Advisor on Equity.

32.5.2 One (1) member of each such committee shall have explicit responsibility for the committee adhering to the rules and expected practices which assure equity, as well as being responsible for data collection and reportage in this area to the JCAA, its Employment Equity Subcommittee and the University Advisor on Equity. The committee member charged with this responsibility shall be selected by the committee, and shall be a person who understands and is sympathetic to the objectives of this Article. Persons with this responsibility will require training in excess of that foreseen in Article 32.5.1, unless waived by the Parties.

32.5.3 The form of data collection and reportage on process of appointment committees for faculty, librarian and archivist positions, or on personal committees (at each stage) shall be agreed upon by the Parties within six (6) months following ratification of this Agreement by the Parties, but should be detailed enough to allow a monitoring function by the Parties.

32.6.1 In the evaluation of candidates for appointment, renewal, tenure and promotion, the criteria adopted must not systematically discriminate against members of designated groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the designated groups.

32.6.2 Candidates shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.

32.7.1 The Parties agree to establish an Employment Equity Subcommittee of the Joint Committee on the Administration of the Agreement (JCAA). This committee shall consist of: three (3) representatives appointed by the Association, at least one (1) of whom shall be a member of one of the designated groups; three (3) representatives appointed by the University, at least one (1) of whom shall be a member of one of the designated groups; the University Advisor on Equity shall be a non-voting member. One (1) of the Association representatives and one (1) of the University representatives shall serve as co-chairs of the Committee.

32.7.2 One (1) year after the ratification of this Agreement, the Employment Equity Subcommittee of the Joint Committee for the Administration of the Agreement shall conduct a study of employment equity for Bargaining Unit Members over the previous three (3) years. The sub-committee shall report its findings and recommendations for improving employment equity to the Parties, the Council on Employment Equity, and the Senate.

33.1 Evaluation of a Member's Performance

The University shall normally review the performance of Members once per year for the purpose of determining merit according to appropriate criteria. This does not preclude assessments required by other provisions of this Agreement. All evaluations shall be in accordance with the regulations below or with other provisions of this Agreement.

33.2 Member's Annual Report

Each Member shall submit an annual report to her/his Dean (or delegate) or Chief Librarian or University Archivist (or delegate) during the calendar year and no later than February 15th.

33.2.1 The Member's annual report shall be completed on standardized forms which are proposed by the faculties and approved by the Parties. The appropriate form for librarians/archivists shall be mutually agreed upon by the Parties and supplied by the Chief Librarian or University Archivist (or delegate). The form shall include:

- (a) teaching responsibilities including courses taught and supervision of graduate and undergraduate theses; or for librarians/archivists, professional service responsibilities;
- (b) publications;
- (c) conference papers and/or artistic performances or exhibits presented;
- (d) research, creative and other scholarly work in progress;
- (e) research grants and contracts currently held, awarded or applied for, name of granting body, research title, amounts and term awarded;
- (f) awards and other honours received;
- (g) department/unit, faculty, Senate, Board, Association, and other University activities;
- (h) contributions to the Member's profession;
- (i) contributions to the Member's community;
- (j) description of major external activities.

33.2.2 The Dean (or delegate) or Chief Librarian or University Archivist (or delegate) shall prepare an assessment of the Member's annual performance and shall provide the Member with a copy prior to merit decisions. Each Member shall have an opportunity to meet with her/his Dean (or delegate) or Chief Librarian or University Archivist (or delegate) to discuss the assessment. This assessment shall be signed by both the Dean (or delegate) or Chief Librarian or University Archivist (or delegate) and the Member. Members may add written comments to the assessments prior to signing the document. Each Member shall be given a copy of the signed assessment.

33.3 Member's Course Evaluation

In order to improve course design and/or teaching effectiveness, a Member may conduct a written evaluation of her/his teaching performance in her/his classes, provided that the students consent to participate and provided that the procedures of the survey protect student confidentiality and are carried out in a way which prevents confusion with the University Teaching Evaluations. These evaluations are not for the same purposes as the evaluations in Article 33.4 and shall not be used in their stead, in whole or in part. Nonetheless, a Member's course evaluation may supplement other information about a Member's teaching, provided that full details of the instrument and its administration are included.

33.4 University Teaching Evaluations

33.4.1 Course evaluations from students intended for the University's assessment of Members shall be supervised through the Office of the University Registrar. These evaluations shall be obtained through a University questionnaire administered in such a way as to afford all the students in a given course or class a reasonable chance to respond. All questions shall conform to the requirements of Article 4 - Non-Discrimination and Article 5 - Academic Freedom.

33.4.2 The scheduling of the evaluation shall be by the mutual agreement of the Member, the students and the Dean (or delegate) in cooperation with the departments or units. The evaluation form should be distributed, collected and returned by someone other than the Member who should leave the room during the evaluation process. After the evaluations have been completed, they should be placed in a sealed envelope. This envelope shall not be opened until the final marks for the class have been submitted to the appropriate administrative office.

33.4.3 Quantitative responses to the questionnaires shall be sent to the Member, the Head and the appropriate Dean(s) after the data have been converted into a report and following the submission of final grades. Student responses to the University's questionnaire shall be aggregated in such a way as to present a fair and accurate picture of the opinions of the respondents. All responses to each question shall be aggregated, and the mean, standard deviation, frequency and number of eligible respondents shall be calculated.

33.4.4 Qualitative responses may or may not be signed by the student, at the student's option. If signed, such responses shall be sent to the Member and the Head (or to the Dean in non-departmental faculties). If unsigned, such responses shall only be sent to the Member, and the University will take the appropriate measures to ensure that only the Member receives such responses.

33.4.5 Data and statistical measures derived from course evaluations which conform to the provisions of this Article, and which have been placed in the Member's official file can be used in the University's assessment of a Member's teaching performance. In addition, any materials which are relevant in performance assessment and which have been placed in the official file can be used in the assessment of teaching performance.

33.5 Use of Evaluations in Other Assessments

Annual reports with performance review, University teaching evaluations and the teaching dossier which may be submitted at the discretion of the Member, shall be considered part of the file in any application for renewal, tenure or promotion.

33.6 Teaching Dossier

Teaching dossiers are intended to provide a description of a Member's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier is the Member's. The contents of the teaching dossier may include, but should not be restricted to such items as the following:

- (a) a statement of the faculty Member's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
- (b) a list of undergraduate and graduate courses, including directed studies and thesis supervisions, taught by the Member;
- (c) examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the Member deems appropriate;
- (d) a record of the faculty Member's role in curriculum and instructional developments such as administrative and committee service for the department, faculty, or Senate related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;
- (e) data from students, including student evaluations, letters and testimonials;
- (f) a record of the faculty Member's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the Member deems appropriate.

34.1 Department/Unit Workload

34.1.1 A workload standard that conforms with the requirements of this provision and the academic program obligations of the Unit shall be established for each department/unit.

34.1.2 The proposed standard shall be formulated by a committee established by the department/unit. At least two-third's ('s) of the Committee's membership shall be Members of the Bargaining Unit.

34.1.3 In developing the workload standard the Committee shall address the following considerations:

- (a) normal teaching load (including preparing/presenting courses, evaluation, academic counselling, curriculum development, supervising academic assistants);
- (b) normal supervisory load of intern, clinical, research, theses, and/or other academic supervision of undergraduate and graduate students;
- (c) normal expectations of the extent of commitment to scholarly/academic/research or other creative work;
- (d) normal administrative load;
- (e) changing distribution of workload components over a Member's career;
- (f) workload expectations for the diversity of types of appointments and specialized functions within a department/unit;
- (g) past practices in the unit;
- (h) the academic program obligations of the department/unit;
- (i) mechanisms for dealing with extraordinary tasks accompanying administrative or other workload.

34.1.4 The proposed standard shall be ratified by the department/unit in a properly constituted unit meeting within six (6) months of the ratification of the Collective Agreement.

34.1.5 The Dean shall accept a ratified workload standard provided that it permits the department/unit to fulfil its academic obligations.

34.1.6 In order to facilitate the process of establishing a normal workload standard within each department/unit, workload standards shall be made available through faculty and departmental offices following acceptance by the Dean.

34.1.7 When required, the department/unit may alter its workload standard, provided the same process of consultation, ratification, and acceptance employed to adopt the original workload standard is followed.

34.1.8 The Association shall be given notice of any alteration of a workload standard.

34.2 Assignment of Scheduled Duties for Faculty

34.2.1 In conformity with the workload standard for the unit, Members working on a full-time basis shall carry out an appropriate combination of duties as described in Article 6, to a total of one (1) full-time equivalent (FTE) of duties. Members working on a reduced basis shall carry out an appropriate fraction of FTE duties. Members appointed to perform specific tasks shall not be assigned workload obligations beyond those expected for the full completion of those specific tasks.

34.2.2.1 Workload shall be a balance of commitments to teaching, research, and service, taking into account:

(a) the normal workload standard of the unit;

(b) specific individual circumstances of each Member, including the Member's current commitment to research, creative or scholarly work or other recognized profession work as encompassed by the workload standard for the unit; and

(c) just and equitable distribution of workload among Members in the unit.

34.2.2.2 Only teaching and administrative or university service responsibilities may be assigned to a Member. While time can be allocated for research, scholarly or creative work, specific research or creative tasks or areas shall not be assigned.

34.2.3 To ensure an equitable allocation of teaching assignments, the following factors which influence the effort required to carry out a given teaching assignment shall be considered by the Unit Head (or designate) when determining teaching workload:

(a) expected course enrolment;

(b) requirements for supervision of laboratory/practicum work;

(c) additional preparation required for courses that are new to a Member, substantially revised or outside a Member's expertise;

(d) availability of markers or teaching assistants;

(e) whether the course is located on or off campus;

(f) the level (introductory, upper year, graduate) and type (lecture, laboratory/practicum, seminar);

(g) special factors pertaining to the course;

(h) the nature of the subject;

(i) teaching and evaluation methods.

It is recognized that preparation of a new course or a course given by the Member for the first time requires more work, while teaching the same course more than once in the same term requires less work.

34.2.4 A Member's workload shall be assigned by the Unit Head. After consultation with the Member, the Member shall be offered an initial workload proposal in writing by April 15. The Unit Head and the Member shall use their best efforts to reach agreement on the workload assignment. The Unit Head shall provide the Member with the Member's workload in writing for the September 1 to August 31 period normally by May 30 in the previous academic year.

34.2.5 When unforeseen events occur after the workloads have been assigned which require alterations in assigned workloads to meet the obligations of the Unit, the Unit Head shall make all reasonable efforts to re-arrange workloads with the consent of the Members. If the Unit Head cannot make such a re-arrangement, the workload assignment of a Member may be altered without the Member's consent, so long as the Unit Head makes a reasonable choice from the pool of qualified Members, with due regard to the circumstances and commitments of those Members.

34.2.6 In assigning teaching and service activities, the Unit Head, Dean, or Director shall give due consideration to the Member's level of involvement in scholarly and/or creative work, student supervision, and to the Member's service activities within the unit or for the academic community beyond the Unit. A higher involvement in these areas may result in a somewhat lesser quantity of teaching and service duties being assigned, provided that the overall quantity of duties which the Unit must carry out can still be accomplished with the Members available, and without placing undue burden on the other Members. Conversely, a lesser involvement in the above-mentioned areas may result in a greater quantity of teaching and service duties being assigned, provided that the overall workload of the Members remains fair.

34.2.7 A Member on initial tenure-track appointment who has not previously held a comparable university level research and teaching position and is not established in the academic profession shall have less than a typical load of teaching and service duties during the first year of appointment. Normally, a less than typical load of teaching and service duties should continue for the entire initial tenure-track appointment.

34.2.8.1 All reasonable efforts shall be made to ensure that workloads are equitable and just, it being understood that circumstances such as unexpected unavailability of colleagues, or administrative emergencies, may impose short-term imbalance of workloads which require a counterbalancing adjustment. In those unusual circumstances where the imbalance cannot be adjusted by the end of the next academic year, an overload stipend shall be paid.

34.2.8.2 If a course is cancelled, the assigned teaching load of a Member can be adjusted, so long as it does not increase the Member's total teaching load within the Unit's planning cycle. The Unit's planning cycle for this purpose can be up to two (2) years, as set out in the workload standard.

34.2.9 Except for Adjunct Members whose appointments assign teaching duties in three (3) terms of an academic year, Members shall not be required to accept teaching duties in all three (3) semesters of any teaching year, except in the event of an unforeseen and urgent situation, in which case Members may agree to do so, and subsequent appropriate special consideration in scheduling will be accorded.

34.2.10 Members may request or agree to teach courses in addition to their appropriate teaching load within a

unit, but shall not be required to do so. Members teaching such courses are entitled to a reduction in other components of workload, or a reduction in teaching load in the subsequent academic year (or in the year following that, if the Member agrees), or an overload stipend.

34.3 Librarians and Archivists

34.3.1 The workload of librarian or archivist Members is governed by the principles of Article 34.2.1. Furthermore, it is recognized that librarian and archivist Members have a fixed number of scheduled hours of work, and it is expected that the work of the librarian or archivist Member would normally be accomplished within the scheduled periods.

34.3.2.1 A committee to develop workload guidelines for the Library and its units shall be formed within the Library; it shall be composed of the Personnel Librarian, the Associate for Public Services, the Coordinator for Technical Services, and three (3) other professional librarians elected by the librarian Members. The Committee shall consult with Bargaining Unit Members in the Library, and the draft guidelines shall be ratified by those Members before being submitted to the Chief Librarian.

34.3.2.2 The Chief Librarian shall approve the proposed guidelines, provided that they permit the Library to meet its obligations to develop and provide services.

34.3.2.3 Guidelines for the Archives will be developed by the University Archivist in consultation with all archivist Members as a group, and must allow the Archives to meet its obligations to develop and provide services.

34.3.3 The duties for each librarian or archivist shall be assigned in writing by the Chief Librarian or University Archivist, after consultation with the Member. Members should have a reasonable period of time to respond to an initial proposal. The person assigning the duties shall try to reach agreement with the Member, and shall take into consideration the suggestions of the Member. Tasks assigned will be professional practice and service, taking into account:

- (a) the workload guidelines of the Library/Archives;
- (b) University and Library/Archives service commitments and priorities;
- (c) the qualifications, specialties and expertise of the Member; and
- (d) a just and equitable distribution of workload among librarian/archivist Members.

34.3.4 To ensure equitable allocation of assignments, the following shall be considered by the Chief Librarian (or designate) or University Archivist when determining duties:

- (a) obligations of the Unit to develop and provide services;
- (b) scope of the operation for which the Member is responsible, including budget responsibilities and number of staff supervised;
- (c) scheduled contact hours or tasks (instruction, training, reference services, user advice, etc.);
- (d) committee responsibilities;
- (e) external liaison activities;

(f) other special factors pertaining to the position.

34.3.5 Members shall be allowed time during normal working hours for professional development (including scholarly activity associated with maintaining competence) provided that such activity does not unduly affect the performance of assigned duties. It is understood that the equivalent of two (2) days per month is not an unreasonable time for such activities. Members seeking allocation of additional time during normal working hours for scholarly activity related to specific projects should request such allocation from the Chief Librarian/University Archivist, who shall accord such allocation if the project warrants it and if it can be accommodated within the obligations of the Unit.

34.2.6 Each Member's annual assigned duties shall be confirmed in writing to the Chief Librarian (or designate) or University Archivist (or designate) within two (2) months of the approval of the workload guidelines in Article 34.3.3, and annually thereafter by June 30. In urgent and unforeseen circumstances which require changes in workloads to become effective more quickly, the Chief Librarian (or designate) or University Archivist (or designate) shall make all reasonable efforts to re-arrange duties with the consent of the Member or group of Members affected, and shall only make such alteration without the consent of a Member if the efforts to re-arrange with consent have failed.

34.3.7 Members may request or agree to accept responsibilities within their unit in addition to the normal workload, but shall not be required to do so. Members accepting such additional responsibilities are entitled to a reduction in other components of the workload, or an appropriate stipend, or both.

35.1 Heads

Each department shall have a head who shall be appointed by the Principal in accordance with this Article.

35.1.1 Heads are Members to whom certain administrative responsibilities and decisions are delegated. The function of the head is to coordinate, facilitate, recommend upon and expedite matters pertaining to the operation of the Department, to ensure that departmental policy is carried out, and to demonstrate initiative and leadership in the conduct of departmental business. To that extent, heads report administratively to their Deans in addition to representing their departments.

35.1.2 The specific responsibilities of the head shall be agreed upon in writing between the Dean and the Head at the time of the appointment. The University will not unreasonably interfere with management functions or administrative responsibilities delegated to a head or unreasonably withdraw such functions.

35.1.3 Except by mutual agreement of the Parties, only tenured Members are eligible to serve as heads.

35.1.4 The provisions of Article 32.1 apply to the selection of Department Heads.

35.2 Selection Committee Membership

35.2.1 Members from the Department shall form a majority of the full voting members of the Selection Committee, except in the case of departments with seven (7) or fewer Members or interdisciplinary programs/institutes, where the majority may include Members selected from cross-appointed faculty or related units. These Selection Committee Members shall be elected by the Department's members by ballot.

35.2.2 The Committee shall also include one (1) or more Members from a cognate department(s). The Dean shall appoint the cognate Member(s) after consultation with the Department.

35.2.3 Other members of the Committee shall include: one (1) undergraduate and/or one (1) graduate student (where appropriate) from the Department; and one (1) member of the departmental support staff. The

Vice-Principal (Academic) or designate shall be responsible for the appointment of all these Committee members.

35.2.4 For the purposes of equity, all committees shall include a Member who has responsibilities as provided for in Article 32.5.2.

35.2.5 The Committee shall be chaired by the Dean (or delegate). The chair may vote only to break a tie. An additional representative from the Dean's office may sit without vote.

35.2.6 Where appropriate, the Dean (or delegate) of the School of Graduate Studies shall be a member without vote.

35.3 Procedures

The following procedures will commence at least nine (9) months before the end of a term of a Department Head, or immediately should the post of head become vacant. Head selection procedures determined by faculty boards shall not conflict with this Agreement and must include the provisions below.

35.3.1 An announcement shall be placed in the Queen's Gazette notifying the University of a search/renewal for a Department Head and seeking the input of the University community respecting the composition of the Selection Committee.

35.3.2 The names of the members of the Selection Committee, including the chair, shall be announced in the Queen's Gazette. At the same time, members of the University community shall be invited to submit nominations for the headship and to comment on present and future prospects of the Department.

35.3.3 The chair of the Committee shall write to all faculty and staff of the Department asking them to submit names of possible candidates and the reasons for supporting a candidate. In addition, the chair shall advise that all letters will be reviewed by the Committee and become part of the record of decision-making. At the request of either the department members or the Committee, a meeting will be arranged with the Department and the Committee to ascertain their views on the qualities required in a Department Head.

35.3.4 The Committee, after undertaking any further enquiries that it deems appropriate and relevant, and after considering the present state and future prospects of the Department, shall establish a short list. In establishing this list the Committee shall consider the qualities of the candidates. Important factors will include academic excellence, leadership and administrative ability.

35.3.5 Once the short list has been established it will be distributed to members of the Department. The Committee shall consult with members on the merits of the respective candidates. The Committee shall give serious consideration to the views of the members of the Department.

35.3.6 Recommendation to the Principal must be by majority vote of the Committee.

35.3.7 Following deliberations by the Committee, the chair shall transmit to the Vice-Principal (Academic) the following:

- (a) the Committee's recommendation;
- (b) the results of the consultation process;
- (c) the short list;

(d) the chair's own recommendation and reasons thereof.

35.3.8 The Committee established pursuant to Article 35.2 shall consult with the Head and members of the Department and, if the Head wishes to be renewed and there is a clear departmental consensus in favour of renewal, the Committee shall recommend to the Principal that the Head be renewed. If there is no clear consensus the full selection process shall be followed.

35.4 Term of Office

35.4.1 The term of office for a head shall normally be for five (5) years. A selection committee may, with the agreement of the head being appointed, recommend a longer or shorter term. A term of office for a head will normally commence on July 1st.

35.4.2 The term of office may be renewed once for a maximum of two five (5) year terms, except where additional renewal is mutually agreeable to the Department and the Head.

35.4.3 Acting Heads may be appointed by the Principal to short terms in emergency circumstances or between successive terms of a re-appointed Head. Such appointments may not exceed a term of one (1) year.

35.5 Representation of the Department

The Head represents the interests and concerns of her/his Department in the University.

35.5.1 The types of representation by the Head to the Dean include academic development within the unit, budget, appointments, renewal, tenure, promotions, leaves, and other matters as agreed to by the Parties or as specified in this Agreement.

35.5.2 Normally, the department refers its views to the Dean through the Head if the department wishes to delegate particular administrative responsibilities to individual department Members or department committees, the framework for such delegation shall be agreed upon at the time of the appointment of the Head and shall remain in place for the duration of the term.

35.5.3 Heads may make recommendations to the Dean but shall not make decisions regarding the terms of appointment, renewal, tenure and/or promotions of other Members of the Bargaining Unit.

35.6 Grievance Arising from Delegated Administrative Tasks

35.6.1 Prior to filing a grievance arising from delegated administrative tasks carried out by a Department Head, the Member shall meet with her/his Department Head to attempt to resolve the matter.

35.6.2 If the matter is not resolved, the Member shall notify the Dean in writing. The Dean shall confirm or alter the Head's decision within ten (10) days of receiving notification and shall advise the Member immediately of the decision.

35.6.3 Pursuant to Article 15, the Member may grieve the Dean's decision made under Article 35.6.2.

35.7 Recognition for Service as Department Head

35.7.1 Each department had shall receive an annual stipend as specified within the Compensation Article.

35.7.2 In each academic year a Department Head shall receive a reduction in other workload duties commensurate with her/his delegated administrative responsibilities.

35.7.3 The Member who serves as a Department Head is eligible for one (1) year of administrative leave at full salary for each five (5) year term served.

35.8 Librarian Unit Heads

There shall be heads in the Library who perform delegated administrative responsibilities. The process for appointment and renewal of heads shall be determined within six (6) months of ratification by a sub-committee of the Joint Committee on the Administration of the Agreement.

35.9 External Appointments

If the Committee decides that an external search is warranted, the Committee shall act as an Appointments Committee and shall comply with Article 32.

36.1 The Parties consider harassment as described in the University's Harassment/Discrimination Complaint Policy and Procedure, approved by the Board of Trustees on September 29, 1995 to be a serious offence which violates fundamental human rights, personal dignity and integrity.

36.2 Except as hereinafter provided, the University's Harassment/Discrimination Complaint Policy and Procedure (the "Policy") attached as Appendix E forms part of this Agreement and applies to all Members of the Bargaining Unit. There shall be no amendments to the Policy insofar as it applies to the Members of the Bargaining Unit during the term of this Collective Agreement without the consent of the Association.

36.3 A Member is bound by the provisions of the Policy until such time as a formal hearing has been completed and a sanction, if any, has been imposed on the Member pursuant to the provisions of s.61 through 67 of the Policy.

36.4 The Member may either appeal the finding of harassment/discrimination and/or the sanction determined by the Complaint Board in accordance with the appeal procedures set out in the Policy or pursuant to the provisions of the grievance procedure in Article 15.

36.5 The Member shall, within two (2) weeks of the final disposition of the matter by the Complaint Board as set out in paragraph 76 of the Policy, advise the Secretary of the University in writing that the Member wishes to appeal and/or grieve the decision of the Complaint Board as to responsibility and/or sanction. In the event that a Complainant seeks to appeal the decision of the Complaint Board as to responsibility and/or sanction, the rights of appeal or grievance of the Respondent Member shall be held in abeyance pending the conclusion of the Complainant's appeal.

36.6 Following the disposition of the Complainant's appeal, if any, or the filing by the Respondent of a Notice of Appeal, the Respondent shall consult with the Association to determine whether the Association will support a grievance in respect of the finding of responsibility and/or sanction. Within two (2) weeks of the initiation of consultation with the Association, the Member shall advise the Secretary of the University whether the Member wishes to continue with the appeal procedure under the Policy or pursue a grievance under the provisions of this Collective Agreement. It is understood that the Member must choose one (1) procedure or the other in totality. It is further understood that no grievance may be processed to arbitration without the consent and support of the Association pursuant to Article 15 of the Collective Agreement.

36.7 In the event that a grievance is pursued with respect to the issue of responsibility and sanctions, the matter shall be dealt with de novo and no regard shall be had either in the grievance procedure or before the arbitrator to the evidence and arguments before the Complaint Board. In the event that the grievance is filed with respect to the sanction only, the Parties shall rely on the written Statement of Reasons produced by the Complaint Board

pursuant to s.62 of the Policy. The Parties may, however, adduce any evidence and make any additional arguments in respect of the appropriate sanction to be imposed.

36.8 The arbitrator shall have full authority to make any determination with respect to fact and law that the arbitrator deems to be necessary and appropriate and to substitute any sanction ordered by the Complaint Board that the arbitrator determines to be just and equitable in the circumstances.

36.9 At any arbitration proceeding, a Complainant who is a Member is entitled to attend as an observer throughout the hearing and can make a final submission on the evidence personally or through counsel. This Complainant may, with the permission of the arbitrator, adduce relevant evidence in addition to that which has been adduced by the Parties if the arbitrator concludes that such evidence will assist the disposition of the matter.

36.10 In the event that a complaint against the Member is upheld following the grievance/arbitration procedure or the appeal procedure of the Policy, and the University takes disciplinary action against the Member, a record of the disciplinary action shall be placed in the Member's official file. In addition, all documents relating to the complaint shall be kept confidential by the Office of Human Rights.

36.11 In the event that the complaint against a Member is not upheld, which here shall mean that there is no finding of harassment or other misconduct whatsoever by the Member, no reference shall be placed or retained in the Member's official file and no regard may be had to the fact of the complaint in any proceeding or in any other consideration of rights, privileges or benefits of the Member. In the case of such an outcome, any documents in the possession of the University relating to the complaint shall be destroyed following the conclusion of the appeal and/or grievance/arbitration process except that the record of the finding of the appeal body or of the grievance/arbitration process shall be retained by the Human Rights Office. This record shall only be used for statistical or archival purposes and shall be kept confidential. The names of the complainants and respondents shall not be disclosed to anyone.

36.12 In all dealings with the University on matters of harassment, Members, whether complainants, respondents or witnesses, have the right to be represented or accompanied by someone of the Member's choosing; at the Member's option this may be someone appointed by the Association.

36.13 In the event of a conflict between this Agreement and the Policy, this Agreement shall take precedence.

37.1 The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) within fourteen (14) days of the signing of this Agreement.

37.2 The JCAA shall be composed of three (3) representatives of the University and three (3) representatives of the Association. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.

37.3 Normally, appointments to the Committee shall be for the lifetime of this Agreement.

37.4 The Joint Committee on the Administration of the Agreement shall:

- (a) endeavour to maintain and develop a spirit of cooperation and mutual respect;
- (b) review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Collective Agreement;
- (c) endeavour to facilitate better working relationships between the University and the Association and its

Members;

- (d) endeavour to foster better communications between the various components of the University community;
- (e) carry out functions specifically delegated by the Collective Agreement.

37.5 The JCAA shall not have the power to add or to modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or University and shall seek the timely correction of conditions which may give rise to misunderstandings.

37.6 The JCAA shall determine its own procedures, subject to the following provisions:

(a) The Committee shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University who shall together be responsible for preparing and distributing the agenda and minutes of the meetings.

(b) The JCAA shall meet not later than fourteen (14) days after the request of either Party, but in any event the JCAA shall meet at least twice yearly during the academic year. Each member of the JCAA shall receive notice not less than five (5) working days before the scheduled date of the meeting, and shall receive the agenda of the meeting at least forty-eight (48) hours in advance.

(c) The Parties may, by mutual consent, expand the JCAA, to create Sub-committees of the JCAA on a parity basis to perform particular functions assigned by particular Articles.

38 The Committee, as defined in Article 13, makes recommendations on all renewal applications.

38.1 Eligibility

38.1.1 A faculty Member in the final year of an initial tenure-track appointment (normally three (3) years) is entitled to be considered for renewal of appointment for a further three (3) years.

38.1.2 A librarian/archivist Member in the final year of an initial appointment (normally three (3) years) is entitled to be considered for renewal of appointment for a further three (3) years.

38.1.3 If a special appointment is not tenure/continuing track and is for longer than twelve (12) months, the Member shall either be renewed or given notice of non-renewal 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.

38.1.4 An Initial Adjunct faculty Member is entitled to be considered for renewal of appointment and shall be informed in writing of the decision no later than May 1 of the current year of appointment.

38.1.5 An Initial Adjunct faculty Member in their fourth year of service pursuant to Article 12.2.3(d) may apply for appointment as a Renewable Adjunct with a three (3) year term to take effect at the end of that year.

38.1.6 A Renewable Adjunct faculty Member shall be considered at the commencement of the final year of the appointment for renewal of appointment for a further three (3) years.

38.1.7 A Member with any of the initial appointments (Articles 38.1.1 and 38.1.2), who during that appointment has taken parental or sick leave, may elect to have the renewal decision postponed for the same period of time as the leave, rounded up in years. In other exceptional cases, due consideration shall be given to a request by the Member that the initial appointment be extended for one (1) year and if granted, the consideration for renewal

shall be delayed one (1) year.

38.1.8 In exceptional cases the Member may be considered for renewal earlier than the final year of the initial appointment. Such consideration must be agreed to by the Dean, Chief Librarian or University Archivist before the assessment begins.

38.2 Criteria

38.2.1 Renewal for tenure-track faculty and continuing track librarians and archivists shall be granted when there is evidence of a commitment to academic excellence, some demonstrated professional growth, and the promise of future development. In coming to a decision about renewal, there shall be a presumption in favour of renewal.

38.2.2 The expectations for renewal of tenure-track faculty are:

- (a) a record as a good teacher; writing and research with respect to pedagogy and innovative teaching are extraordinary contributions which shall be assessed as scholarly activity;
- (b) some evidence of high quality scholarly or creative work which is normally but not necessarily demonstrated by presentation or publication in a suitable academic or artistic forum.

38.2.3.1 The expectations for renewal for continuing track librarians and archivists are:

- (a) a record as a good librarian or archivist, who has demonstrated the ability to assume assigned responsibilities;
- (b) some evidence of high quality academic and/or professional development which is normally but not necessarily demonstrated by presentation or publication in a suitable professional, academic or artistic forum.

38.2.3.2 A librarian/archivist Member applying for renewal may apply for promotion at the same time as provided for in this Agreement. A single application form shall be used for both assessments. If Members choose not to apply for promotion at the same time they must make their decision known in writing to the Committee at the start of the assessment.

38.2.4 Extraordinary contributions in either:

- (a) teaching; or
- (b) research, scholarly, or creative activity, shall compensate for a lesser involvement in the other area or service, provided that there has been a satisfactory level of contribution in all areas.

38.2.5 An Initial Adjunct faculty appointment shall be renewed unless:

- (a) there is clearly demonstrated evidence of unsatisfactory performance of assigned duties;
- (b) the department/unit no longer offers courses or needs the services which the Member is demonstrably qualified to provide;
- (c) the assigned duties are to be re-assigned to a tenured/tenure-track faculty Member or to a Renewable Adjunct faculty Member;
- (d) the Member has been dismissed for cause or suspended for cause without pay for at least one (1) month; or

(e) a financial exigency has been declared pursuant to Article 23.

38.2.6 An Initial Adjunct faculty Member may apply for a Renewable Adjunct faculty appointment. Such appointment shall be granted where there is evidence of a commitment to academic excellence and the promise of future development in the areas defined in their letter of appointment, unless Article 38.2.5 applies.

38.2.7 A Renewable Adjunct faculty Member shall be renewed for a further three (3) year term as a Renewable Adjunct, unless Article 38.2.5 applies.

38.3 Referees

Each Department, Unit, Faculty, the Library or Archive shall decide in accordance with Article 13.3.2 whether, and to what extent, referees are required including whether an external referee or referees should be consulted.

38.4 Appeal

A negative decision may be grieved pursuant to Step Two of Article 15.

39 The Committee as defined in Article 13 makes recommendations on all tenure/continuing appointment applications.

39.1 Eligibility

39.1.1 A faculty Member holding a tenure-track appointment shall normally be considered for tenure in the final year of their renewed appointment. A librarian or archivist Member holding a renewed appointment shall normally be considered for continuing appointment in the final year of their renewed appointment.

39.1.2 A faculty Member applying for tenure shall normally apply for promotion to the associate rank at the same time as provided for in this Agreement. A librarian/archivist Member applying for continuing appointment may apply for promotion at the same time as provided for in this Agreement. A single application file shall be used for both assessments. If Members choose not to apply for promotion at the same time they must make their decision known in writing to the Committee at the start of the assessment.

39.1.3 A Member who during the renewed or initial appointment has become a parent may elect to have the tenure or continuing appointment decision postponed for a year for each such birth or adoption. A Member who during the renewed or initial appointment has taken sick leave may elect to have the tenure or continuing appointment decision postponed for the same amount of time they were on leave (rounded up in years). In other exceptional cases, Members may request consideration be delayed one (1) year and if granted the renewed or initial appointment shall be extended by one (1) year. Due consideration to such requests shall be given.

39.1.4 In exceptional cases the Member may be considered for tenure/continuing appointment earlier than the final year of the renewed appointment. Such consideration must be agreed to by the Member and the Committee before the assessment begins.

39.2 Criteria

Tenure or continuing appointment as defined in Article 12.1.1 shall be granted when there is evidence of demonstrated professional growth and the promise of future development. The Member must show that the evidence favours granting tenure or continuing appointment.

39.2.1 The expectations for tenure are:

(a) a record as a good teacher committed to academic and pedagogical excellence; writing and research with respect to pedagogy and innovative teaching are extraordinary contributions which shall be assessed as scholarly activity;

(b) a record of high quality and expert peer-assessed scholarly or creative work which is normally but not necessarily demonstrated by presentation or publication in a suitable academic or artistic forum;

(c) a record of professional, university or community service which has contributed to the Department, Unit, Faculty, University or broader academic community;

39.2.2 The expectation for continuing appointment for librarians and archivists are:

(a) a record as a good librarian or archivist, who has demonstrated the ability to assume responsibility and to perform assigned duties successfully;

(b) some evidence of high quality academic and/or professional development which is normally but not necessarily demonstrated by presentation or publication in a suitable professional, academic or artistic forum;

(c) a record of professional, university or community service which has contributed to the Library, Archives, University or broader academic community.

39.2.3 Extraordinary contributions in either:

(a) teaching; or

(b) research, scholarly, or creative activity, shall compensate for a lesser involvement in the other area or service, provided that there has been a satisfactory level of contribution in all areas.

39.3 Referees

39.3.1 For faculty Members there shall be a minimum of three (3) referees external to the University. Pursuant to Article 13.3.2 the Department, Unit or non-departmental Faculty may decide to require a greater number of referees.

39.3.2 For librarian and archivist Members there shall be a minimum of three (3) referees, one (1) of which must be external to the Library, Archives or the University.

39.4 Appeal

Following a negative decision a Member automatically receives a terminal appointment of one (1) year beyond the expiration of the current appointment. A negative decision is grievable pursuant to Step 2, Article 15.

40.1 On initial appointment to the University new Members shall be eligible for reimbursement for certain bona fide relocation expenses in order to assist them to relocate when their work assignment with the University causes them to relocate more than seventy-five (75) kilometres.

40.2 The University shall reimburse moving allowance claims to a maximum of \$5000 for tenure-track, tenure, initial and continuing appointments. All claims must be substantiated by original receipts. The limit of \$5000 may be increased in exceptional cases only if approval, in writing and in advance, is given by the Dean, Chief Librarian or University Archivist. Members should seek the advice of the University with respect to moving companies who may give preferred rates to Members and, in addition, submit two (2) quotations from moving

companies as to the cost of moving their personal effects.

40.3 The offer of appointment shall make specific reference to this Article and shall state its application, if any, relative to the specific appointment.

40.4 Bona fide moving expenses may be claimed provided the approved limit is not exceeded. Such bona fide moving expenses include:

(a) the packing, moving and unpacking of household goods and personal effects;

(b) the actual cost of transportation by the most economical means, and accommodation when en route for the Member and any spouse/partner/dependents. When travel by car is chosen the most direct route must be taken. The car mileage and meal allowance shall be the same as, and subject to, the same conditions applicable to travel on University business, provided the total does not exceed one-way economy airfare;

(c) living expenses reasonably incurred by the Member and spouse/partner/dependents for one (1) day at the original place of residence, and for one (1) day in Kingston provided the cost of all relocation expenses does not exceed the approved limit. Exceptions to this provision may be made if approved, in advance and in writing, by the Dean, Chief Librarian or University Archivist.

40.5 Any other expenses directly related to relocation to Kingston must receive prior approval by the Dean, Chief Librarian or University Archivist in order to be deemed eligible for reimbursement.

40.6 Expenses associated with obtaining immigration approval to take up a position at the University are not eligible for reimbursement as legitimate moving expenses.

40.7 Moving expenses must be submitted to the Faculty, Chief Librarian or University Archivist's office within a reasonable time after the expenses have been incurred.

40.8.1 Special, Non-Renewable or Adjunct Members who are appointed to the University shall be reimbursed on a receipt basis to the following normal limits:

Longer than one (1) year contract \$2000.00

Three (3) years or longer contract \$3000.00

40.8.2 The Dean, Chief Librarian or University Archivist shall approve relocation assistance in an amount not to exceed \$1500 for Members who are appointed to the University for a one (1) year contract if the Member chooses to relocate.

40.8.3 The maximum relocation assistance available to a limited term Member shall not exceed \$3000.

40.9 The nature and type of expenses covered in sections 40.8.1, 40.8.2 and 40.8.3 above shall be in accordance with the provisions of section 40.4 above.

41.1 Compensation: Salary Adjustment

41.1.1 1996-97

The following adjustments shall be made effective October 1, 1996:

(a) career development and merit adjustments of \$1900 (or 5 percent of the Assistant Professor floor) pursuant

to the 1986 salary policy;

(b) anomaly adjustments totalling \$150,000 pursuant to the Anomalies Fund section of the Compensation Article, including amounts spent to date by agreement of the Parties;

(c) the floor of the Assistant Professor shall be raised to \$40,000;

41.1.2 1997-98

The following adjustments shall be made effective August 1, 1997:

(a) scale adjustments of .9 percent;

(b) career development and merit adjustment of \$2,000 (or 5 percent of the new Assistant Professor floor) pursuant to the adjusted 1986 salary policy;

(c) anomaly adjustments totalling \$150,000.

41.1.3 1998-99

The following adjustments shall be made effective May 1, 1998:

(a) anomaly adjustments totalling \$150,000;

(b) career development and merit adjustments of \$2,000 (or 5 percent of the new floor for Assistant Professors) pursuant to the adjusted 1986 salary policy;

(c) no later than January 6, 1998, the Parties shall meet to commence negotiation in good faith on the scale component of the salary increase for 1998-99. If the Association or the University gives notice by April 1, 1998 that it wishes to trigger the salary DRM mechanism, each Party shall submit a final position on the scale component of the salary increase to the arbitrator by April 15, 1998. The arbitrator shall choose the position of one (1) Party or the other according to the provisions in Article 43.

The policy will be adjusted in the following way: the points at which the senior abatements apply will be adjusted to 2.2, 2.4 and 2.6 times the Assistant Professor floor.

41.2 Compensation: Anomalies Fund

41.2.1 An anomalies fund of \$150,000.00 will be created in order to adjust the salaries of individual Members that are found to be anomalous.

41.2.2 The first \$90,000.00 of the anomalies fund will be distributed to individual Members by the Principal on the recommendation of the Deans, Chief Librarian or University Archivist.

41.2.3 The remaining \$60,000.00 shall be distributed by the Principal on the recommendations of the Pay Review Panel (PRP). The Pay Review Panel may recommend the distribution of all or part of the remaining \$60,000.

41.2.4 In forming recommendations for the distribution of the anomalies fund, the Deans, Chief Librarian or University Archivist and the Pay Review Panel shall base their recommendations on the following grounds in the following order of priority:

- (a) the need to establish and maintain pay equity between men and women;
- (b) the need to maintain an equitable application of the career development and merit policy amongst Members in the same discipline;
- (c) the need to address external market demand from other Universities.

In urgent circumstances, anomaly decisions by the Principal may be required at times other than the annual review, in which case the order of priority above may not be followed.

41.2.5 No adjustment based on the need to address external market demand shall be made to any Member who does not receive at least an average merit assessment. An anomalies adjustment based on the factors mentioned in Articles 41.2.4(a) and 41.2.4(b) may be made to any Member.

41.3 Pay Review Panel

41.3.1 A five (5) Member Pay Review Panel shall be established to consider requests from individual Members to have their salaries reviewed on the grounds that they are anomalous.

41.3.2 The Pay Review Panel shall be composed of two (2) Members selected by the Principal and two (2) Members selected by the Association. The Principal and the Association shall jointly select the Chair.

41.3.3 Requests for a salary review shall be made in writing indicating the basis for the claim to an anomaly adjustment. The request shall be made within two (2) months (September 1) of the receipt by the Member of notice of any salary adjustment.

41.3.4 The Pay Review Panel shall consider all requests and make any recommendations for adjustments by October 15. The Principal shall be bound to act on the recommendations of the Pay Review Panel, unless he finds that the Panel has not followed the criteria provided for in this Article. If the Principal does not accept the Panel's recommendations he shall communicate his reasons in writing to the Pay Review Panel and the applicant.

41.4 Compensation: Librarians/Archivists

41.4.1 The salary floor for librarians/archivists will be:

- (a) General Librarian/Archivist \$32,000.00
- (b) Assistant Librarian/Archivist \$36,000.00
- (c) Associate Librarian/Archivist \$42,000.00
- (d) Librarian/Archivist \$50,000.00

41.4.2 Career Development and Merit

1996-97 1997-98

- (a) 4.1 percent of floor for General \$1,315.00 \$1,385.00

Librarian/Archivist

(2.6 percent of average salaries)

(b) Junior increments for the first

6 years or up to \$41,600.00 = \$ 150.00 \$ 160.00

(c) Senior abatements:

salaries greater than 2 times the floor = \$ 500.00 \$ 525.00

salaries greater than 2.2 times the floor = \$ 800.00 \$ 845.00

(d) Division between career development and merit:

60 percent career development = \$ 790.00 \$ 830.00

40 percent merit

(e) Merit range = 0, 1, 2, 3, 4 where 2

is an average score (or \$525.00) (\$555.00)

41.4.3 **Anomalies**

A general pool of \$5,000 (equal to about .2 percent of salaries) will be applied in the same way as the faculty anomalies fund.

41.4.4 **Administrative Stipends**

Regular stipends to be agreed.

41.4.5 **Joint Committee**

A committee of librarian/archivists should be established to identify administrative positions and the appropriate stipend for each position. The Committee should also have responsibility of reviewing existing salaries to ensure that they are consistent with this policy and to identify any anomalies. Both the Association and the University should appoint members to the Committee.

41.4.6 **Transition Process**

41.4.6.1 The Joint Committee established in the above section will place the existing librarians/archivists in one (1) of the new ranks. In placing existing librarians/archivists in the new ranks, the Joint Committee will use the standards set out in Article 14 and the following professional service guidelines:

Years of Experience

(a) 1 - 3 General Librarian/Archivist

(b) 4 - 7 Assistant Librarian/Archivist

(c) 8 - 12 Associate Librarian/Archivist

(d) 13 - Librarian/Archivist

41.4.6.2 Any librarian/archivist who, once placed in their new rank, is below the floor for that rank will have their salary automatically brought up to that floor.

41.5 Compensation: Adjuncts

41.5.1 1.5 percent increase in career development, per Adjunct, per year.

41.5.2 5 percent increase for current Adjunct Group IIIs who will become Renewable Adjuncts upon ratification of this Agreement.

41.5.3 4 percent increase to current Adjunct Group IIs who apply and are appointed as Renewable Adjuncts in 1997-98.

41.5.4 In 1998-99 any Adjunct appointed as a Renewable Adjunct shall receive a 3 percent increase.

41.5.5 The Pay Review Panel shall review Adjunct salaries to identify and correct anomalies, and to set salary guidelines reflecting:

(a) a suitable minimum salary per course based on the Assistant Professor salary floor and a portion of a FTE represented by the course;

(b) the range of actual and assigned duties indicated in the letter of appointment;

(c) workload for Adjuncts as a portion of a FTE.

41.6 Benefits

41.6.1 The existing plans set out below shall be continued during the term of this Agreement. The plans will not be amended or changed without the agreement of the Association:

(a) Revised Pension Plan;

(b) Long Term Disability Income Plan;

(c) Group Life Insurance;

(d) Queen's Supplementary Medical Plan;

(e) Queen's Dental Plan.

41.6.2 Members are entitled to statutory holidays and annual vacations according to existing practice.

42.1 Purpose

As the Parties desire to avoid a strike or lockout following April 30, 1999, the Parties agree to a process for the negotiation of the next Collective Agreement which is set out in this Article.

42.2 Commence Bargaining

No later than January 6, 1999, the Parties shall meet to commence negotiation in good faith on provisions for a one (1) year collective agreement to run from May 1, 1999 to April 30, 2000.

42.3 Trigger to Opt for The Salary DRM Mechanism

If the Association or the University gives notice by April 1, 1999 that it wishes to trigger the salary Dispute Resolution Mechanism, each Party shall submit a final position on the scale component of the salary increase to the arbitrator by April 15, 1999. The arbitrator shall choose the position of one (1) Party or the other (Final Offer Selection) pursuant to the procedures and powers of Article 43.

42.4 Negotiations on Non-Salary Matters

Negotiations on other matters may continue until the decision of the arbitrator is received. Any articles which have been agreed to by the Parties by that point shall be incorporated into the next collective agreement, along with any article covering other matters from this Agreement, except for those which deal with salary of Members. Any conflict between the provisions of the new articles and the reincorporated old articles shall be referred to the JCAA.

42.5 Next Collective Agreement if 42.3 is Triggered by Either Party

The collective agreement shall last from May 1, 1999 to April 30, 2000, and shall consist of:

- (a) all provisions resulting from Article 42.4;
- (b) the existing career development and merit scheme;
- (c) anomaly allocations, as agreed, or failing agreement, as in 1998-99; and
- (d) a scale adjustment to be effective May 1, 1999, arrived at through the dispute resolution mechanism of Final Offer Selection (FOS) described above.

43.1 For the purposes of arbitrating disputes over salary in the 1998-99 year or an arbitration pursuant to Article 42, a short-list of three (3) arbitrators shall be established by the JCAA prior to January 1, 1998 (Appendix J). The Parties shall agree upon an arbitrator or select one (1) by lot from the short-list. If a list has not been agreed upon by that date, or the named arbitrators cannot or are unwilling to act, the Chief Justice of Ontario will be requested to appoint an arbitrator if required.

43.2 The appointed arbitrator shall, after receiving the final offer of the Parties and ensuring that both Parties have received the respective final offers and any supporting documents, convene a hearing at which the Parties can adduce evidence and submit written briefs.

43.3 In any arbitration pursuant to Article 42, the Parties agree that the arbitrator selected shall be appointed pursuant to, and with the powers contained in, section 40 of the Labour Relations Act.

43.4 The arbitrator shall have the following powers:

- (a) to act as a mediator with respect to the issues in dispute if the Parties consent. If mediation is not successful, the arbitrator retains the power to determine the issue by arbitration;
- (b) to issue subpoenas to witnesses;

(c) to direct disclosure of relevant financial or other documents;

(d) all powers of an arbitrator as set out in SS.48 (12) and (13) of the Ontario Labour Relations Act, as they existed at June 1, 1996, so long as they are not inconsistent with the Final Offer Selection model;

(e) to determine its own rules of procedure which shall be just and equitable and intended to provide a fair and expeditious hearing; and

(f) any other powers necessary for the successful resolution of the dispute.

43.5 The arbitrator must select one (1) of the final offers within thirty (30) days of completing the hearing or such other time as agreed upon by the Parties. The arbitrator cannot award any other remedy. The selected offer shall be inserted in the Collective Agreement. Any dispute as to the manner in which the provisions of the Collective Agreement are to be modified, shall be referred to the arbitrator who shall have the power to resolve the dispute.

43.6 Each Party shall assume its own costs and share the cost of the arbitrator equally.

44.1 The University shall not lock out Members of the Bargaining Unit, and the Association and its Members shall not strike during the term of this Collective Agreement.

45.1 This Agreement shall be in force as soon as it is ratified by both Parties and shall remain in force until April 30, 1999. Except for the compensation provisions for 1996-97, which shall have effect retroactive to October 1, 1996, no provisions of this Agreement shall be retroactive, except where a separate letter of understanding exists.

Between:

Queen's University Faculty Association,

(Applicant),

and

Queen's University at Kingston,

(Responding Party),

and

Tom Harris and others,

(Intervenor).

Certificate

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOETH CERTIFY Queen's University Faculty Association as the bargaining agent of all persons employed as members of the academic staff of **Queen's University at Kingston**, in the province of Ontario,

including: (1) persons who hold an appointment to the academic staff with Tenure as defined by the University's **"Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff"**; (2) persons who hold a renewed, renewable, non-renewable or replacement appointment with academic rank, as defined by the University's **"Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff"**; (3) special appointees who hold an appointment with academic rank and carry responsibility for a full range of academic duties, as defined in the University's **"Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff"** and **"Statement on Special Appointees"**; (4) Group II and Group III adjunct appointees who are members of the University's adjunct academic staff, as defined by the University's **"Statement on Adjunct Academic Staff and Academic Assistants"**; (5) persons who hold initial, renewed, continuing or contractually limited term appointments as librarians, as defined by the University's **"Terms of Employment for Librarians"**; and (6) persons who hold appointments from the Principal as archivists with the University Archives; **save and except**: (a) full voting members of the Board of Trustees; (b) Associate Deans and those persons at or above the level of Associate Deans, including the Principal and Vice-Chancellor, Vice-Principals, Associate Vice-Principals, Deans, Vice-Deans, and anyone who is appointed to act in those positions; (c) the Chief Librarian, the Association Librarian, the Personnel Librarian, the Assistant Librarian (Systems and Development), and the Coordinator of Technical Services (Library System); (d) the University Archivist; (e) physicians with or without academic rank to whom the Ontario Medical Association Dues Act, 1991 applies; (f) persons who meet the definition of Group I adjunct appointees, as defined by the University's **"Statement on Adjunct Academic Staff and Academic Assistants"**, unless they are also employed by the University as librarians, archivists, or members of the University's regular academic staff, as defined by the **"Statement on Adjunct Academic Staff and Academic Assistants"**; (g) Emeritus Professors; (h) persons, including visiting fellows, who are on leave from another university, institution, firm, or government agency, unless: (i) they hold an appointment with academic rank at Queen's University at Kingston, (ii) carry a full range of academic responsibilities at Queen's University at Kingston, and (iii) are on leave without salary from their home university, institution, firm, or government agency; (i) secondees to the Faculty of Education; (j) post-doctoral fellows and research fellows, unless they hold an appointment with academic rank and carry a full range of academic responsibilities, or are Group II or Group III adjunct appointees, or are employed by the University as librarians or archivists; (k) academic assistants, as defined by the University's **"Statement on Adjunct Academic Staff and Academic Assistants"**; (l) students, including teaching fellows, who are registered in a degree program at the University, unless they hold an appointment with academic rank or are employed by the University as librarians or archivists; (m) persons employed in the Student Counselling Service; (n) persons who appointments are exclusively for work outside of the province of Ontario, including persons teaching at Herstmonceux Castle; (o) the Executive Director and Resident (Academic) Director of the International Study Centre at Herstmonceux Castle; (p) secondees to positions providing confidential assistance to the Principal or a Vice-Principal; and (q) secondees for a term of not more than one year to an administrative non-academic position, so long as it is the secondee's principal responsibility.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 7th day of November, 1995.

ONTARIO LABOUR RELATIONS BOARD

T.A. Inniss

Registrar

(SEAL)

NOTICE OF INTENTION TO GRIEVE

NAME: _____

DEPARTMENT: _____

FACULTY: _____

POSITION/RANK: _____

I, _____ of _____, do hereby give my notice of intention to

Name Faculty/Unit

grieve to the University. My reasons for doing so are noted below.

Reasons for Grievance:

(Please outline in detail the event, transaction, decision, or the end of a set of circumstances which you are grieving. Please append any materials you consider necessary).

Signature of Member

Date

LIST OF SIX (6) MEDIATORS
PURSUANT TO ARTICLE 15.6.3
OF THE GRIEVANCE AND ARBITRATION ARTICLE

Elsbeth Baugh

Dennis Magnusson

John Holmes

Alastair McLean

Ruth Rees

Dan Soberman

LIST OF EIGHT (8) ARBITRATORS
PURSUANT TO ARTICLE 15.7.1
OF THE GRIEVANCE AND ARBITRATION ARTICLE

Kevin Burkett

Mort Mitchnick

Innis Christie

Five (5) other names to be agreed to by the Parties.

Approved by Senate, June 22, 1995

Approved by Board of Trustees, Sept. 29, 1995

HARASSMENT/DISCRIMINATION COMPLAINT POLICY AND PROCEDURE

At the June 22 Meeting, the Senate approved adoption of the Harassment/Discrimination Complaint Policy and Procedure, subject to approval by the Board of Trustees. This policy and procedure will supersede the Sexual Harassment Complaint Procedure (March 1993).

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POLICY AND PROCEDURE

A. POLICY

Queen's University believes in the necessity of providing safeguards for its members against all forms of impermissible harassment and discrimination. These include harassment and discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status and handicap. In addition, the University has the duty to do so under Ontario and Federal law.

That duty includes a responsibility on the part of all supervisors, both academic and staff, to strive to create an environment free of harassment and discrimination for those for whom they are responsible. Included within the ambit of that responsibility is an awareness of what constitutes impermissible harassment and discrimination, a knowledge of the procedures that are in place for dealing with allegations of harassment and discrimination, and cooperation in the processing of

complaints made under this Procedure.

It also means that supervisors will not condone or turn a blind eye to activities within their areas of responsibility which violate the rights of students, faculty or staff, that they will ensure that all those for whom they have responsibilities are aware that any form of harassment and discrimination in all its manifestations is prohibited, and that any complaints will be attended to immediately and effectively in terms of this Procedure.

In the fulfilment of these obligations, the University has established a Human Rights Office and provided for the appointment of a Director and Coordinators responsible for combatting sexual harassment, racism and heterosexism. Among the responsibilities of the Office are those of increasing awareness among the University Community of the effects of harassment and

discrimination, of providing educational programmes to all segments of the Community, including supervisory personnel, of providing support for individuals and groups who are the targets of harassment and discrimination, and of administering the Procedure established under this document.

This document assumes that a centralized procedure is necessary to ensure uniformity and fairness in dealing with complaints, whether they are made by students, staff or faculty. The Procedure is designed, in part, to prevent harassment and discrimination by educating members of the University community as to what constitutes such behaviour. It is also intended to provide a framework which is accessible to complainants in the sense of protecting their anonymity and ensuring that, as far as possible, the initiation and pursuit of a complaint will not be an intimidating experience.

Thus, the emphasis is on informal resolution, using mediation/negotiation, save where the nature of the matter necessitates a more formal process. It is intended that the existence of this document should help create the kind of environment which nurtures and supports the work of all faculty, staff and students.

Academic excellence can only be achieved when all members of the community are free to work, teach and

learn in an environment which does not exclude or discriminate against them. This policy and procedure have been formulated to ensure the protection of these essential elements of academic freedom.

B. PROCEDURE

I STATEMENT ON AND DEFINITIONS OF HARASSMENT/DISCRIMINATION

1. Queen's University recognizes that all members of the University Community have the right to be free from harassment and discrimination. This includes sexual harassment, harassment based on gender, race, ethnicity, religion, creed and sexual orientation. Such harassment and discrimination has the purpose or effect of unreasonably interfering with an individual's or a group's work or academic performance, or of creating an intimidating, hostile or offensive working, living or academic environment. Individuals or groups who are not the direct target of the conduct in question may also suffer harassment and discrimination as a result of being present when such conduct takes place.

Harassment and discrimination are exacerbated where:

- (a) submission to such conduct is made or threatened to be made either explicitly or implicitly a term or condition of an individual's employment, academic status or accreditation;
- (b) submission to or rejection of such conduct is used or threatened to be used as a factor in employment, academic status, grade, accreditation or other decisions affecting that individual or as the basis for any other form of advantage or reprisal.

Definition of Sexual Harassment

Sexual harassment means engaging in comment or conduct of a sexual nature which is known or ought reasonably to be known to be unwelcome. It includes but is not limited to:

- (a) sexual solicitations, advances, remarks, suggestive comments and gestures;
- (b) the inappropriate display of sexually suggestive pictures, posters, objects or graffiti;
- (c) physical contact of a sexual nature (including sexual assault under the

Criminal Code);

(d) sexual conduct that interferes with an individual's dignity or privacy.

Definition of Race And Racism

By racism we mean the negative valuing and discriminatory treatment of individuals and groups on the basis of their race.

(a) In this Procedure, the term race is intended to focus on racial minorities and First Nations peoples. In keeping with the Ontario Human Rights Commission usage, race is also used to include all race-related grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, religion and creed. This procedure is particularly concerned with racism as it affects those in a minority position. However, racism directed at any individual or group is unacceptable.

(b) Racism can be detected by its effects. Racism can be manifested in both personal attacks and insults, and in the structure of social institutions. There is a well-known distinction between personal racism (insults, harassment and discrimination directed at individuals), and institutional or systemic racism (the conventional practises or structures of institutions which have the effect of excluding, or discriminating against individuals or groups). Thus, racism can be present in hostile acts, as well as in apparently neutral arrangements.

(c) Racism may be intentional or unintentional. It can be the result of activity or arrangements that set out to discriminate or harm, or it can result from ignorance or inadvertence.

(d) Racism is more than prejudice; it involves carrying into effect one's prejudices, resulting in discrimination, inequality and exclusion.

(e) Racism may include, but is not limited to:

(i) behaviour such as name calling, derogatory remarks, gestures and physical attack.

(ii) bias in administrative decisions, employment and workplace practises, tenure, promotion, appointment, leave, and salary increases.

(iii) bias in academic decisions such as grades, marks, in the choice of scheduling of academic activities, and decisions related to the content of courses and course materials.

(iv) behaviour which could reasonably be interpreted as patronizing, and as undermining self respect or adversely affecting performance or working conditions.

(v) discrimination in the provision of goods and services, or access to premises, accommodation and other facilities.

Definition of Heterosexism

Heterosexism is the negative valuing and discriminatory treatment of individuals and groups who are lesbian, gay or bisexual, those perceived to be so, and those affiliated with them.

(a) The expression of dislike, hate or fear based on heterosexism is known as homophobia. When directed at

women it is referred to as lesbophobia. When directed at bi-sexual women and men it is referred to as biphobia.

(b) Heterosexism can be detected by its effects. Heterosexism can be manifested in both personal attacks and insults and in the structure of social institutions. There is a distinction between personal heterosexism (insults, harassment and discrimination directed at individuals), and in institutional or systemic heterosexism (the conventional practices which have the effect of excluding or discriminating against individuals, or lesbians, gays, and bisexuals as a group). Thus, heterosexism can be present in hostile acts, as well as in apparently neutral arrangements.

(c) Heterosexism may be intentional or unintentional. It can be the result of activity or arrangements that set out to discriminate or harm, or it can result from ignorance or inadvertence.

(d) Heterosexism is more than prejudice; it involves carrying into effect one's prejudices, resulting in discrimination, inequality and exclusion.

(e) Examples of heterosexism include, but are not limited to:

(i) behaviour such as name calling, derogatory remarks, gestures and physical attack.

(ii) bias in administrative decisions, employment and workplace practices, promotion, appointment, tenure, leave and salary increases.

(iii) bias in academic decisions such as grades, marks, and in the choice of curriculum and course content.

(iv) behaviour, language or terminology which could reasonably be interpreted as patronizing and as undermining self respect or adversely affecting performance or working conditions.

(v) discrimination in the provision of goods and services, or access to premises, accommodation and other facilities.

II. APPLICABILITY OF PROCEDURE

Who May Utilize the Procedure

This Procedure may be utilized by groups as well as individuals and may involve complaints against one or more individuals as well as the University and its various operating units.

Cases dealt with under this Procedure may involve more than one form of harassment or discrimination. Other impermissible forms of harassment and discrimination under the Human Rights Code not specifically covered by this Procedure, may be brought under this Procedure and be disposed of in their entirety.

Involvement Of External Agencies

There may be cases in which the use of external agencies will be more appropriate, such as the police for example, if assault is alleged to be involved, or the Ontario Human Rights Commission, in some cases of

alleged systemic discrimination.

4. Should the Ontario Human Rights Commission begin an investigation with respect to the subject matter of a complaint being dealt with under this Procedure, action under this Procedure will cease at least until the complaint before the Commission is discontinued or brought to a conclusion.

Commencement of proceedings in the courts under criminal or civil law with respect to the subject matter being dealt with under this procedure will not affect the processing of complaints.

Members Of The Community

Members of the community for the purposes of making a complaint under this Procedure, includes former members complaining of any harassment or discrimination suffered while still members of the Community.

7. The conduct in question may constitute harassment whether it occurs on or off campus, and whether it occurs during or outside of working hours.

Reprisal

Any reprisal, or expressed or implied threat of reprisal, for making and pursuing a complaint under this Procedure is itself considered a breach of this policy.

Residences

This Procedure does not deprive the Director of Residences of the authority to take such executive action as is necessary to maintain order and discipline within the residence system, or as removing the jurisdiction of the residence non-academic disciplinary system over allegations of harassment and discrimination.

10. However, whenever a complaint involving a breach of the Procedure is made in a residence setting, those in authority are responsible for advising the complainant of her or his entitlements under this Procedure, and for immediately informing , the appropriate Coordinators of the Human Rights Office of that complaint, and of reporting its ultimate disposition to the Human Rights Office. It should be presumed that a complainant will proceed with her or his complaint through the University-wide system unless specific consent is given by the complainant to have the matter dealt with initially by the residence system.

In cases where the allegations involve interests extending beyond the residence setting, the Vice President of Jean Royce Hall Council or the Vice President (Discipline) of the Main Campus Residence Council, depending on where the incident has occurred, will consult with the Director of Residences in these matters. The Director of Residences and the appropriate representative from the Human Rights Office, (Coordinator or Advisor) may then determine whether it is appropriate for the matter to be dealt with under the residence non-academic disciplinary system. A decision will then be made with the consent of the complainant, to refer the matter to be dealt with under this Procedure.

In cases where the complainant is dissatisfied with the way in which the complaint has been disposed of within the residence system, the complainant may invoke this Procedure, whether or not the complainant has participated in the residence process, and, for the purpose of the time limits specified in this Procedure, time will run from the date that the complaint is disposed of finally in the residence system.

Emergency Action

This Procedure is without prejudice to the entitlement of the University, through its appropriate officers, to suspend any faculty member, student, or member of staff for disciplinary reasons, or pending

disciplinary action, or the hearing of criminal charges where it is decided that the ongoing security of members of the community requires such action.

Third Party Complaints

Although most complaints will be the result of direct harassment and/or discrimination, complaints of a systemic nature may be made by persons whose living, working or learning environment is adversely affected by the alleged harassing conduct, which may not be specifically directed at them.

III ADVISERS - APPOINTMENT AND FUNCTION

Appointment

The Principal will, on the recommendation of the appropriate Coordinator of the Human Rights Office, appoint at least four sexual harassment Advisers including one male and one female faculty member, and one male and one female staff member. Advisers will ordinarily be appointed for a term of two years. Their appointment may be renewed. The Principal will appoint one of the advisers with special responsibility for the residence system. The Sexual Harassment Coordinator will act as coordinator of Advisers.

The Principal will, on the recommendation of the appropriate Coordinator of the Human Rights Office, appoint at least two racial harassment Advisers, who will be ordinarily appointed for a term of two years. Their appointment may be renewed.

3. The Principal will, on the recommendation of the appropriate Coordinator of the Human Rights Office, appoint at least two anti-heterosexism Advisers, who will be ordinarily appointed for a term of two years. Their appointment may be renewed.

Responsibilities of Advisers

In addition to their responsibilities for dealing with specific complaints, the Advisers may initiate in conjunction with the Human Rights Office, a program of information and education concerning University Policies relating to harassment and discrimination in its varied forms.

Legal Assistance

5. Should the need arise, Advisers may, either generally, or within the context of a specific complaint, and with the permission of the appropriate Coordinator, seek legal assistance on the meaning and operation of this Procedure and their role and obligations under it.

Dispensing with Time Limits

Save where otherwise specifically provided for, and with the consent of the Coordinator who may act on legal advice, an Adviser may dispense with the normal time limits with respect to the informal advice, formal initiation of complaints, and mediation stages of this process. For these purposes, the unavoidable indisposition of a complainant or respondent through illness, absence from campus, or other cause constitutes a basis for the exercise of this discretion.

Relations with Media

In the event that, at any stage of the complaint process, a complaint attracts media attention, the appropriate Coordinator, after consultation with the complainant and taking legal advice, may, where the circumstances warrant it, make a public statement without reference to either party, confirming the fact of the complaint,

identifying its current status, and explaining the nature of this Procedure.

Respondents' Advisers

8. The Principal will appoint two Advisers to assist respondents named in a sexual harassment complaint, two to assist respondents named in a racism complaint, and two to assist respondents named in a heterosexism complaint. In all cases, one shall be a faculty member and one a member of staff. Such an Adviser is empowered to act on behalf of a respondent and, with the permission of the Principal's office, may also seek legal advice on the meaning and operation of this Procedure and the role and obligations of a respondents' Adviser under it.

Responsibilities of Respondent Advisers

Respondent Advisers will be responsible for informing the respondent concerning their rights and responsibilities under this procedure, and for assisting the respondent in understanding the complaint.

Training of Advisers

10. The Office of the Senate will be responsible for training respondent Advisers. The appropriate Coordinators will determine these programs in conjunction with the Officers of the University to whom they report.

IV COMPLAINT PROCEDURE

Responsibility of Supervisory Personnel

All administrators, supervisors, (including AMS and GSS officers and members with managerial and supervisory responsibilities) medical and counselling personnel, campus security staff, dons in residence, faculty, demonstrators, and teaching assistants, have the responsibility to advise persons whom they believe may have been harassed of the assistance available through the Human Rights Office.

2. Such personnel may, without revealing the identity of the persons involved, also seek advice from any of the Advisers or appropriate Coordinator as to how to proceed in those instances where a person alleging to have been subject to harassment is unwilling to take the matter to an Adviser.

In cases of apparent group or systemic harassment, such personnel may themselves take a complaint to an Adviser on behalf of those allegedly harassed.

4. In situations where the interests of the University and the protection of the members of the community require it, such personnel may, with the consent of the appropriate Coordinator, take a complaint to a formal hearing notwithstanding the absence of consent of the person or persons allegedly harassed.

Such personnel must cooperate with and facilitate initiatives taken under Item 9.

Initiation of Informal Procedure

Any member of the University community may seek informal assistance or advice from an Adviser, who shall as a first step, ensure that this person receives a copy of this Procedure. The Adviser will at this time make a determination as to the nature of the complaint. All such consultations will be confidential.

7. If a complaint is made, an Adviser may, with the consent of the complainant, contact the respondent, within ten days of an actual informal complaint being lodged, without identifying the complainant by name, and advise the respondent that a complaint has been made about her/his behaviour. At this time, the Adviser will provide details of the complaint and a copy of this Procedure, and will advise the respondent of the availability of

respondent Advisers, Item 8.

Respondents will also be informed that their names will not be recorded should no further action be taken on the complaint. In appropriate cases, the Adviser will inform the respondent of the possibility of formal proceedings should the complaint not be resolved at this stage.

Informal Settlement

The Adviser may also in appropriate cases, and with the consent of the complainant, facilitate contact between the complainant and the alleged harasser and render whatever other assistance seems appropriate in an endeavour to settle the matter informally, including attending meetings between the complainant and the respondent to mediate/negotiate a settlement.

With the consent of the complainant, the Adviser may write to and/or meet with the members of the department, office or residence in which the alleged harassment took place, in order to effect an informal settlement, and/or in order to review the Department's policies and practices, as well as to elaborate the University's policy on harassment and discrimination. For these purposes, the Adviser may use as an example the type of allegation that has prompted this action where it is reasonable to assume that such action will not reveal the identity of either the complainant or the alleged harasser.

Formal Complaints

Initiation of Formal Complaint

If a complainant wishes to make a formal complaint, it shall be initiated by filing with an appropriate Adviser written details of the alleged harassment including dates, times, places, names of individuals involved as well as an indication of any specific remedy being sought. Where necessary, the Adviser shall assist the complainant in the preparation of this document and, in particular, shall ensure that the complainant has identified the appropriate respondent or respondents. In the case of complaints against the University, the respondent will be the Principal as representative of the University, while in complaints against one of the University's operating units or any group or society, it will be the Dean, Head, Director, Chair or President as the case may be as representative of the operating unit, group or society. The Adviser will also ensure that the complainant has a copy of this Procedure and respond to requests for information about the process.

Critical Intervention

At this time the Adviser may attempt, with the agreement of the complainant, to resolve the complaint with the assistance of the appropriate supervisor, or unit head.

An Adviser who chooses to undertake critical intervention shall notify the Coordinator of the Advisers of this fact. The Coordinator will choose an appropriate time frame for the intervention to take place. All time limits pertaining to formal board proceedings will be suspended until such time as critical intervention has proven to be unsuccessful.

Time Limits

Normally a written complaint must be filed within six months of the incident complained of, or where the matter complained of consists of a series of related incidents, within six months of the most recent incident.

14. In the case of complaints filed outside the normal six month period, the Coordinator, after taking legal advice, will decide whether the complaint should be allowed to proceed. This decision will be the final and binding. Cases in which extensions will be favourably considered include but are not restricted to those in which

there has been a continuing academic, professional or employment connection between the complainant and the respondent.

Holding Complaints in Abeyance

A written complaint may be held in abeyance for up to three months after filing at the request of the complainant, and, in the case of a student complainant, may be held for three months after filing or up to one month after the end of the academic session in which the student is enrolled, whichever is later.

16. While a written complaint is held in abeyance, it will be retained in complete confidence by the adviser and will be treated for all purposes as if no written complaint had been filed.

If the complainant does not direct that a written complaint held in abeyance be proceeded with within the time limits specified in Item 15, the complaint will be destroyed and will be treated for all purposes as if it had never been filed.

Establishing Jurisdiction Over Formal Complaints

An Adviser who has received a written complaint will disclose the complaint to the appropriate Coordinator, who will ensure that the same complaint is not being proceeded with by another Adviser. The Adviser may also consult the appropriate Coordinator, and with the consent of that Coordinator, may consult other Advisers or seek legal advice, as to whether the incident complained of constitutes harassment or discrimination covered by this procedure.

19. If a complaint is not considered to involve an allegation of harassment or discrimination covered by this procedure, the Adviser will inform the complainant in writing. That communication will also advise the complainant of the right to seek a ruling on the matter from the Chair of the Harassment/Complaint Board (as detailed in Item 20, below). It will also outline any alternative University Grievance routes. In these situations, the time for initiating a complaint in any alternative forum will run from the date on which the complainant is notified by the Adviser and/or the Board that the complaint is not considered to be one of harassment and/or discrimination covered by this procedure.

Any request for a ruling by the Chair of the Harassment/Discrimination Complaint Board, on whether a matter involves an allegation of harassment or discrimination covered by this procedure, must be made within one week of receiving the opinion of the Adviser under Item 19, above. The Chair will make a ruling within one week of such a request being received. The running of time limits for further steps under this Procedure will be suspended until the issuance of a ruling by the Chair.

Notice Of Complaints

Within ten days of the receipt of the written complaint, or if the complaint has been held in abeyance under Item 15, within ten days of the complainant notifying the Adviser to proceed with the complaint, the Adviser will send the respondent a copy of the complaint and, if not already provided, this Procedure.

22. Where the complainant has indicated a wish to have the matter mediated/negotiated, the Adviser will provide the respondent with a list of mediators (as designated under Item 29), and ask the respondent to indicate within ten days of receipt of the complaint whether he or she is willing to consider mediation/negotiation. The respondent will also be informed that a failure to so indicate, may lead to the matter proceeding directly to a formal hearing as provided in Item 33.

Once the complaint has been provided to the respondent, the Adviser shall generally, provided the complainant consents, inform the respondent's supervisor, Head of Department, Dean or other university officer, as seems

most appropriate in the circumstances, of the filing of the complaint against that person and may, where potentially beneficial and with the consent of the complainant, involve that officer in attempts to resolve the complaint without further formal procedures. In all cases where the appropriate officer has been informed of the making of a complaint, the Adviser shall also advise that officer of any resolution of the complaint not resulting in a formal hearing.

Communications Between Complainant And Respondent

On filing a written complaint, a complainant may request that communications concerning the complaint from the respondent to the complainant be made only through the Adviser or to the complainant in the presence of the Adviser. The respondent will be informed of such a request in writing at the time the respondent first receives the written complaint from the Adviser.

Settlement Process

Following the initiation of a formal complaint, the Adviser may, with the consent of the complainant, continue to assist in attempts to settle the matter informally. Such settlement attempts shall cease during any mediation/negotiation under Item 28.

26. A settlement of a complaint under Item 25 may provide for the disposition of the written complaint itself and any other written material accumulated in association with the complaint. If the settlement does not so provide, the written complaint and any other material accumulated in association with the complaint will be retained in confidence by the appropriate Coordinator and, if informed under Item 23, by the appropriate officer for a period of two years from the date of settlement. After that period, the appropriate Coordinator and, in applicable cases, the appropriate officer will either destroy the material or arrange for its deposit in the University Archives with names deleted under the restricted access provisions of paragraph 14 (viii) of the Senate Statement on Grievance, Discipline and Related Matters.

Lapsing of Complaints

If no settlement of the complaint is reached under Item 25, and if the complaint is not proceeded with within the time limits set out in Items 28, 29 and 30, the complaint will be deemed to have lapsed. In such a case, the written complaint and any other document related to the complaint will be retained in confidence by the appropriate Coordinator and, in applicable cases, the appropriate officer for a period of six months from the lapse of the complaint at which time the complaint and record will be destroyed.

Mediation/Negotiation

Where the complainant and the respondent indicate a willingness to consider mediation/negotiation as contemplated by Item 22, the Adviser will attempt to achieve agreement on a facilitator who is unbiased and independent of the parties. If agreement is not reached on a facilitator within two weeks of the respondent indicating a willingness to consider mediation/negotiation under Item 22, mediation/negotiation will be deemed to have failed save that the complainant and the respondent may agree to extend the period for the appointment of a facilitator by up to another three weeks.

To assist the parties in appointing a facilitator, the Principal will ensure that a list of facilitators selected from the Kingston community is maintained. Both parties must agree to the choice of the facilitator who may be selected from this list or who may be any other member of the University community upon whom the parties can agree, and who agrees to serve.

During mediation/negotiation, the complainant and the respondent may be accompanied and represented by her or his Adviser. Alternatively, either party may be accompanied and represented by another person who may be a

friend, a colleague or a lawyer.

Within six weeks from the date of the agreement on a particular facilitator, the process will be concluded and the result reported in writing to the Adviser with a copy of that document provided to the parties and, in cases where the appropriate officer has been informed under Item 23, to that officer. If a resolution has been achieved as a result of mediation/negotiation, a written copy of the resolution will be signed by the complainant, the respondent and the facilitator. A copy of the written complaint, the facilitator's report and the resolution will be retained by the appropriate Coordinator and, in applicable cases, by the appropriate officer for as long as both parties are at the University, or for a period of two years from the conclusion of the process, whichever is longer. They must then be destroyed or deposited in the University Archives with names deleted under the restricted access provisions in Paragraph 14 (viii) of the Senate Statement on Grievance, Discipline and Related Matters.

Breach Of Settlement

Should the respondent breach the terms of a mediated/negotiated settlement, the complainant may revive the complaint by giving notice to the relevant Adviser and the respondent. The complaint shall then proceed to a formal hearing as though mediation/negotiation had failed. Should the respondent contest the occurrence of the breach, that issue will be determined as a preliminary matter by the Harassment/Discrimination Board and, if the Board finds that there is no breach, the complaint shall be dismissed. Otherwise, the complaint will be determined on its merits. For the purposes of deciding whether the terms of any resolution have been breached and in any subsequent assessment of penalty, the documented formal complaint, a copy of the final mediated/negotiated settlement agreement itself and the circumstances of the alleged breach will be admissible as evidence in making such a decision.

Formal Hearing

Make-up of Complaint Board

The Principal will nominate a Chair and Vice-Chair of the Harassment /Discrimination Complaint Board and Senate will ratify these nominations. The term of office of the Chair and Vice-Chair will ordinarily be three years. The appointment may be renewed.

Senate will elect the following members of the Harassment/ Discrimination Complaint Board, with specific care taken to ensure gender balance:

- (a) Four (4) members from the Faculty, the duration of the appointment being three (3) years. Their appointment is renewable.
- (b) Four (4) members from the Student body (Graduate and Undergraduate), the duration of the appointment being one (1) year. Their appointment is renewable.
- (c) Four (4) members from the Staff, the duration of the appointment being three (3) years. Their appointment is renewable.

The Senate Office shall publish the positions available on the Harassment/Discrimination Board, and shall invite members of the University to apply, or make nominations. The announcement should be placed in all University media by February of each academic year for appointment in March by the Senate for the following academic year.

Initiation of Hearing

The complainant may initiate a hearing before the Harassment/ Discrimination Complaint Board by a request in writing delivered to the Secretary of the University.

37. Such a request must be made within two weeks of the receipt of the written complaint by the respondent, unless the complainant wishes to consider mediation /negotiation, or in the case where critical intervention has taken place.

Where mediation/negotiation fails or is deemed to have failed because the complainant and the respondent do not agree on a mediator/negotiator, such a request must be made within two weeks of the mediator/negotiator's report to the Adviser and the parties that mediation has failed or, in the case of a failure to agree on a mediator/negotiator, within two weeks of the date of that failure.

39. Upon receipt of a written request for a hearing, the Secretary of the University will send copies of the request to the Chair of the Board, and to the respondent.

Striking of Board

The hearing will be before a three member Board. The Chair of the Board or Vice Chair will preside. The two other members will come from the member groups listed above. The complainant and the respondent will each designate a group from which a Board member is to be appointed.

41. The complainant must indicate in writing to the Secretary of the University at the time of filing a request for a hearing, under Item 36, from which group a Board member is to be appointed.

The respondent must indicate in writing to the Secretary of the University within one week of the receipt of the copy of the request for a hearing, from which group a Board member is to be appointed.

43. Should a party fail to designate a group from which a member is to be appointed or, in the case of multiple complainants or respondents, should there be an absence of agreement among either the complainants or the respondents regarding the relevant group, the Chair shall make a designation on the basis of what appears to be the most appropriate group.

In the event that all members of a designated group are either unavailable or disqualified, the party or parties affected will be provided with a further opportunity to select an alternative member.

45. Once the membership of the Board has been established, the Chair will immediately inform the parties of the names of the members of the Board.

The Chair shall in all cases inform the Human Rights Office, the complainant's Adviser, the respondent's Adviser, supervisor, Head of Department, Dean or other appropriate officer that a formal hearing is proceeding against that person.

Challenges to the Composition of Board

The Chair of the Board may, both before and after receiving representations from the complainant, or the respondent, require any member to withdraw from sitting on the Board where the member has an actual or potential conflict of interest, or has a bias or may reasonably be perceived by the complainant or respondent to have a bias. Where there is a challenge to the participation of the Chair, the Vice-Chair will decide whether the Chair should withdraw and, if the Vice-Chair is also challenged, disqualified or otherwise unavailable, the matter will be resolved by the Dean of the Faculty of Law. In the case of a conflict, the assistance of the Chair of the Committee of Ontario Law Deans will be requested.

48. When a member of the Board has been required to withdraw that member will be replaced by another member of the designated group.

Submission of Written Statements and Documentary Evidence

The complainant will submit a full written statement to the Chair of the Board within two weeks of filing the written request for a hearing with the Secretary of the University. The statement will include a copy of the initial formal written complaint along with any supplementary details including the identities of additional sources of information. It will be accompanied by copies of all relevant documentation in the possession of the complainant.

50. The Chair of the Board will immediately send a copy of the complainant's statement and accompanying documentation to the respondent and advise the respondent of Item 51 and Item 53.

The respondent will have two weeks from receipt of the complainant's statement within which to submit to the Chair of the Board a written statement of response. This response should set forth all the facts relied upon and identify all persons who in the knowledge of the respondent may support or verify these facts. The response should be accompanied by copies of all relevant documentation in the possession or control of the respondent.

On receipt of the response and any accompanying documentation, the Chair of the Board will immediately send copies to the complainant.

53. If the respondent fails to file a statement of response as required in Item 51, above, the Board is entitled to proceed with the hearing of the complaint without further notice to the respondent unless the respondent gives written notice to the Board of a desire to have access to interviews conducted by the Board and additional documentation collected by the Board, and the opportunity to address the Board as provided by Item 56 and Item 57.

Withdrawal of Complaint

If the complainant withdraws a complaint after initiating a hearing, the Board shall formally dismiss the complaint and give notice of that in writing to the respondent, the Adviser, and the respondent's Supervisor, Head of Department, Dean, or other appropriate officer who has been informed of the proceedings under Item 46.

Convening the Board

The Chair of the Board will convene the Board within three weeks after the filing of the complainant's statement or as soon thereafter as is possible to examine the statement and the response, if any, and to determine whether any additional information may be required in order to evaluate the statement or the response or to clarify apparently contradictory facts. If additional information is required, the Board may request the parties to supplement their original statements. If necessary, the Board may:

- (a) interview any person believed to have information which is relevant to the complaint; or
- (b) request any person to submit a written statement in lieu of the oral interview or in addition to such interview.

Processing of Complaint by the Board

The Board will record all interviews and will make such records and any written statements available to the parties together with copies of all further documentation obtained by the Board during its investigation.

57. Once the evidence is gathered, the Chair of the Board will convene a meeting of the Board and invite the parties to address the Board if they wish. The time allowed each party will be determined by the Board taking into consideration the nature of the complaint. The meeting of the Board will be closed to the public.

Either party, or their representatives, may cross examine the parties in order to seek clarification of matters relevant to the determination of the dispute. All cross examination will be directed through the Chair of the Board. Members of the Board may also question the parties to seek clarification.

59. If, during the course of any meeting of the Board, it becomes apparent that additional information is required in order to resolve the dispute, the Chair may adjourn the meeting to permit the parties to produce such additional information or facts or to permit the Board to obtain such additional information.

Throughout the proceedings before the Board, the complainant and the respondent may be represented by her or his Adviser or, by a lawyer or other representative of her or his choosing.

Disposition Of Complaints By Board

After hearing the parties the Board shall, within one week, decide whether there has been harassment and/or discrimination and shall immediately inform the parties, the Advisers, the person given notice under Item 46, and the Principal.

62. Within a further week, the Board will produce a written statement of its findings including the reasons therefor and immediately supply a copy of that statement to the parties and the Principal. The Advisers and the person given notice under Item 46 will be given either the statement or an appropriate summary.

Where the Board has found the respondent responsible for any impermissible harassment and/or discrimination, it will reconvene within two weeks, or as soon thereafter as is possible to enable the complainant and the respondent as well as counsel to the University to make submissions as to penalty. In the case where a breach of a mediated/negotiated settlement has occurred, the Board may take this into consideration, when deciding the penalty.

64. Following the reconvened hearing, the Board will within seven days decide on the appropriate sanction and provide the parties immediately with written notice of that sanction and the reasons therefor. Those sanctions may include reprimand, notation on personnel records, a public report of the findings and sanctions imposed (including, in appropriate cases, the name of the respondent), loss of salary, suspension, dismissal, or expulsion from the University as well as mandated submission by units of the University to educational, monitoring, and reporting programmes. The Board may also decide that the complainant is entitled to recompense such as adjustment of grade, salary adjustment or promotion where appropriate. For the purposes of this, the Board is not limited by any remedy designated by the complainant under Item 10.

Whether or not anyone or any unit of the University has been found responsible for harassment and/or discrimination, the Board may make recommendations to the administrative officers of the University or, if appropriate, the Senate and the Board of Trustees for purposes such as prevent incidents or reoccurrences of certain types of harassing or discriminatory behaviour. Such directions may be given whether or not the University or any of its units or officials have been a respondent at the formal hearing but, in such cases, before issuing such a direction or making such a recommendation, the Board shall inform the Principal of the fact that it is contemplating such a step and provide the University with an opportunity to respond either orally or in writing as seems appropriate.

66. In a case where a respondent has been found responsible for harassment and/or discrimination, the question of whether such a recommendation is to be made should, if possible, be dealt with at the same time as hearing

sanctions. However, the Board shall deal with such matters separately where it is unreasonable to require a response to a request for submissions within the time limits established for the sanctions hearing or in cases where there has been no finding of responsibility for harassment.

In cases where a sanction is imposed, the Board will immediately thereafter send a copy of its decision on sanction(s) and the reasons therefor to the Principal for implementation. The Adviser and the person to whom notice has been given under Item 46, will also be sent the decision on sanction(s) and the reasons therefor.

Supplementary Rules

The Chair of the Board may issue supplementary general rules of procedure to govern the conduct of Board proceedings. Such rules will not conflict with this Procedure and will be filed with the Secretary of the University and the Senate Office and be published in the "Queens Gazette".

Procedural Rulings

If during the course of a formal proceeding any procedural issue arises, the Chair of the Board or a Board, once a Board has been struck, is empowered to resolve that issue by making a ruling.

Time Limit Dispensations

Where any time limits are established by this Procedure with respect to the formal hearing of a complaint, the Chair of the Board or a Board, if it has been struck, may extend those time limits if the failure to comply is beyond the control of the person seeking the extension, or the members of the Board, or whether it is otherwise necessary having regard to the interest of the parties.

Service of Documents

For the purposes of this Procedure, a document is deemed to have been received when it has been delivered personally to the person concerned or within five days of it being mailed to the residential address of that person as designated in the University's records. In the case of any person with two or more such addresses, any such document will be sent to each address.

Legal Advice and Assistance to Board

At any time after receipt of the request for a hearing, the Chair of the Board or a Board, after it has been struck, may seek legal advice and may also appoint counsel to assist the Board in the Conduct of the proceedings.

Additional Parties

73.If at any time after the initiation of a hearing under Item 36, it becomes apparent to the Chair or a Board, after it has been struck, that:

(a) all the appropriate respondents have not been named, the Chair or a Board, if it has been struck, may name additional respondents. (All such additional respondents are entitled to the full protection afforded under this Procedure and all other rules will be modified accordingly.)

(b) there are interests of the University at issue in the dispute which might not be addressed by the parties, the Chair or a Board, if it has been struck, shall notify the Principal with a request that the University instruct either its lawyers or in-house counsel to represent those interests in the process. (In such a case, the University is entitled to all the protection afforded by these rules to parties and all other rules will be modified accordingly.)

Privileged Communication

All discussions and other forms of communication forming part of any mediation/negotiation under this Procedure other than the terms of any resolution, are privileged for the purposes of this Procedure and shall not be relevant or admissible evidence in the hearing of a complaint by the Harassment/Discrimination Complaint Board or a subsequent appeal by way of arbitration. Further, all discussions and other forms of communication between an Adviser and a complainant, and communications as part of an attempt to resolve a matter informally as contemplated by this Procedure shall similarly become privileged and protected from subsequent use.

Appeals From Decision of the Board

The complainant or respondent may appeal the decision of the Board as to responsibility and/or sanction to a legally trained independent outside arbitrator to be agreed upon by the complainant and respondent. Such an appeal may also be based on issues of procedure, law and jurisdiction pertaining to the processes of the Board.

76. Either party may exercise this right of appeal by filing written notice of appeal with the Secretary of the University within two weeks of the final disposition of the matter by the Board. For these purposes, where a respondent has been found responsible for harassment, no appeal shall be launched until the imposition of a sanction by the Board and time will run from the date on which the respondent receives notice of the sanction imposed and the reasons therefor.

If the complainant and respondent are unable to agree on an arbitrator within two weeks of the filing of the written notice of appeal, the Chair of the Committee of Ontario Law Deans will be requested to make the choice from among those legally trained people in the Province who have experience as Human Rights Inquiry Commissioners or labour arbitrators. If the Chair of Law Deans is the Dean of Law at Queen's University, the immediate past-Chair will be requested to make the choice.

In cases where the University or one or more of its units or officers is a party to the appeal, the costs of the appeal will generally be apportioned as described in Paragraph 33 of the Senate Statement on Grievance, Discipline and Related Matters.

In cases where the University or one or more of its units or officers is not a party to the appeal, the costs of the appeal will be met as follows:

- (a) Where the appeal is successful in some measure, the University shall pay the costs of the arbitration and pay for the legal costs of the parties in accordance with the scale described in Item 81.
- (b) Where the appeal is unsuccessful, the appellant shall pay half the costs of the arbitration, unless relieved under 79 (c), and bear her or his own legal costs and, save where the arbitrator determines that the appeal was frivolous or where, despite the result, there was good reason for taking the appeal, the University shall pay half the costs of the arbitration and the legal costs of the respondent in accordance with the scale described in Item 81.
- (c) Where, in an unsuccessful appeal, the arbitrator determines that, despite the result, there was good reason for taking the appeal, the arbitrator may relieve the appellant in whole or in part from paying half the costs of the arbitration and transfer that responsibility to the University.

80. Notwithstanding Item 78 and Item 79, in appeals involving multiple parties, the arbitrator shall determine the matter of costs in accordance with the principles of the specific rules set out above.

Where these rules make provision for the payment of legal costs, those legal costs shall be the amount actually spent on legal costs or the amount payable under the Ontario Legal Aid Act and its current tariffs for preparation

and appearance in the Ontario Court of Justice (General Division), whichever is the lower.

In hearing an appeal, the arbitrator will, save where the appeal is confined to issues of procedure, law and/or jurisdiction, hold a full hearing in accordance with the requirements of the Ontario Statutory Powers Procedure Act but the hearing will not be open to the public.

This right of appeal is in lieu of any entitlement to pursue a grievance under the Senate Statement on Grievance, Discipline or Related Matters.

The launching of an appeal will act as a stay on the implementation by the Principal of any sanctions imposed by the Board until such time as the appeal has been disposed of.

V REVIEW OF PROCEDURE

Three years from the coming into force of this Procedure, the Senate shall appoint a working group for the purposes of reviewing the content of this Procedure and its operation and reporting to Senate with any recommendations for change.

ENDNOTE

1. See statement regarding harassment and discrimination on page 7 of policy. It should be noted that general workplace harassment is not covered in this Procedure. This Procedure will however apply when such harassment includes sexual harassment, racial/ethnocultural/religious harassment and heterosexist harassment.

LIST OF MEMBERS OF THE FINANCIAL COMMISSION

PURSUANT TO ARTICLE 23.6 OF THE COLLECTIVE AGREEMENT

Harry Arthurs

Gerald Caplan

Mary Eberts

James Nininger

Gordon Bale

Helen Cooper

Donald McRae

NOTE: To be divided by JCAA into Part 1 and Part 2

TRAVEL AND SUBSISTENCE

13.1 General

This policy applies to all University travel and related expenses from all sources of funding administered by the University. Where travel is funded by an external agency (e.g. research grant) and the University's policy varies from that agency's published policy for such grants, the agency's rules will apply. In addition, faculties and departments may impose more stringent restrictions on funds which they administer.

At times, because of unusual situations or special circumstances, it will be necessary to allow exceptions to this policy. Exceptions might include things like first class air travel, automobile travel beyond the 500km limit, etc. When claiming an exception, please add a brief explanation on the face of the travel claim form. If more space is required, attach a separate sheet and make reference to the explanation on the claim form. A travel claim with such an exception must be approved by the dean or vice-principal.

This policy is intended to provide for the reimbursement of reasonable and necessary expenses of persons traveling for University-approved purposes. It is intended that persons be afforded travel and accommodation arrangements which are comfortable and of good quality. It is not intended to render the individual expense free during the period of travel for those expenses incurred by reason of personal preference.

It is the traveler's responsibility to obtain approval from the individual responsible for funds prior to the trip. Claims for reimbursement of travel expenditures will not be honoured if funds are not available to cover the claim.

The individual is responsible for making the most economical travel arrangements available under the circumstances. The University has made special arrangements with certain suppliers to help travelers obtain the best price for services needed. Appendix J of this policy lists these suppliers and other information to assist the individual in traveling economically.

In addition, your department, faculty office, or Purchasing Services should have up-to-date information on preferred rates and suppliers.

The individual may only claim reimbursement for expenditures incurred for University-approved purposes. Expenditures which are of a personal nature, such as personal entertainment, will not be reimbursed. Travel expenditures for family members are ordinarily not reimbursable.

Travel expenses can be reimbursed only by submitting a properly completed and approved Travel Expense Report. This form, accompanied by original invoices, should be submitted to Financial Services within 15 working days following completion of each trip. See Appendix K of this policy for example of properly completed travel expense form.

Any travel expenses paid for by the University may not be used by the claimant for income tax purposes or for any claim to another organization.

13.2 Guidelines for Reimbursement of Transportation Expenditures

13.2.1 General

Most airlines, hotel chains, car rental agencies offer a variety of rates for similar services. The University has negotiated favourable rates with a number of suppliers and is eligible, in many cases, for rates negotiated by the Province of Ontario. In addition, travel agents will be aware of special arrangements offered by suppliers such as seat sales, room sales, etc. Appendix J of this policy provides a current list of preferred suppliers.

Current insurance information is set out in Appendix L of this policy and in relevant sections below.

13.2.2 Personal Automobile

Under normal circumstances, individuals will be reimbursed for the use of a car within a radius of 500km of Kingston. If private automobile is used out of personal preference beyond this radius, reimbursement will be limited to the cost of the most economical alternative mode of travel.

If a private automobile is used for approved University purposes, the owner must ensure that personal care insurance is adequate. A minimum of \$1,000,000 third party liability insurance is recommended. See Appendix L of this policy for detailed information on insurance.

For rented cars, rental cost and gasoline will be reimbursed. The University carries collision damage and comprehensive perils insurance so the purchase of additional insurance on rented cars should be unnecessary. See Appendix L of this policy for detailed information about insurance.

The University has negotiated preferential rates with selected rental car agencies. See Appendix J of this policy for details.

Parking and traffic fines are not allowable expenses.

See Appendix I of this policy for current kilometer rate.

13.2.3 Air/Rail/Bus/Local Travel

In general, travel on public carriers will be reimbursed at economy rate only.

Where rail travel spans a meal period, first class fare is acceptable.

Cost of flight cancellation insurance is an allowable expense. However, there are **very few** categories of cancellation which are covered by this insurance and most travelers will find that it is not economical.

Costs of local travel by bus, subway, taxi are allowable. Off campus parking is allowable.

13.3 Guidelines for Reimbursement of Accommodation and Meals

13.3.1 Accommodation

Reimbursement for hotels, motels and other accommodation will be provided at actual rate provided those amounts are reasonable. Persons traveling on University purposes are generally eligible for Ontario government preferred rates which are substantially lower than regular rates. A booklet containing these preferred rates should be available in your faculty or departmental office or may be purchased from Purchasing Services for \$5.00.

Persons staying with relatives or friends may claim a maximum amount per day in lieu of accommodation cost. See Appendix I of this policy for current rate.

13.3.2 Meals

Reimbursement of meal costs is based on set amounts for breakfast, lunch and dinner. It is not necessary to provide receipts when claiming reimbursement for meals. See Appendix I of this policy for current rates. These rates apply to travel in Canada and the United States.

Reimbursement of meals in other countries will be based on the amount paid, provided that amount is reasonable.

13.3.3 Entertainment

The University will reimburse the actual costs of **entertainment of others** (unlike meals for which an allowance applies). A claim for reimbursement of entertainment costs must include an invoice or receipt from the restaurant, persons entertained, occasion, university or organization affiliation, etc. Please be advised that most granting agencies do not permit hospitality or entertainment expenses.

13.3.4 Other Expenses

Dependency care: a maximum of \$25 per day may be claimed for the care of children and dependent adults. Receipts must be submitted. Amounts paid to spouse may not be claimed.

Currency conversion costs: in space provided for miscellaneous costs, please indicate amount converted, rate and date.

Health insurance: cost of additional health insurance during travel outside of Canada is eligible for reimbursement. The optional supplementary medical plan offered to Queen's employees provides coverage for most medical costs outside of Canada not covered by OHIP. If you have questions about coverage outside of Canada, call Pension and Benefits, extension 6414.

13.4 Travel Claims/Documentation/Approvals

13.4.1 Travel Claim

Travel claims may be reimbursed only by submitting a properly completed and approved travel claim form. Claim should be submitted within 15 days of end of trip.

Expenses should be listed by day and type of expense. Where hotel bills list other charges (meals, etc.) these expenses should be shown separately on the claim form.

Amounts expended in foreign currencies must be translated to Canadian dollars when preparing claim. Indicate the rate used in the space provided for miscellaneous costs.

Claim must describe purpose of trip.

If trip covers more than seven days, use more than one claim form.

Appendix K of this policy shows properly completed form.

13.4.2 Documentation

Any single expenditure of more than \$10 must be supported by an original invoice or like receipt which indicates the amount spent, nature of expenditure, and recipient of payment. It is not necessary to provide documentation to support amounts claimed using allowances listed in Appendix I of this policy.

The following are not ordinarily acceptable supporting documentation:

(i) credit card slips (except where the person is claiming reimbursement for gas for a rental car,

(ii) credit card statements,

(iii) cancelled cheques.

Where a claimant requires the return of original invoices (e.g. where several organizations are contributing to the cost of a trip), the claimant must write across the original copy in pen "\$X reimbursed by Queen's University", make a photocopy of the original and submit both original and copy with claim to Financial Services. The spoiled original will be returned to claimant.

13.4.3 Approvals

Claim must be signed by the claimant and approved by the person with signing responsibility for the account.

A person may not authorize payment to him/herself. Where the claimant is the person primarily responsible for the account (i.e. the principal investigator of a research grant or the department head), the approval must come from the next higher level in the organization (the department head approves the principal investigator's claim and the dean approves the department head's claim and so on).

Signature stamps are not acceptable.

The signature of the claimant means that the claim conforms to this policy (or other applicable travel policy) and expenditures were incurred for University-approved purposes and have not been reimbursed from another source.

Signature of person approving the claims means that expenses are reasonable and incurred for University-approved purposes.

Individuals monitoring accounts and approving travel expenses are expected to return claims which do not comply with this policy.

13.4.4 Goods and Services Tax (GST)

The University is eligible for a rebate on a portion of GST paid. The person submitting the travel claim is responsible for indicating on the claim form, in the space provided, the amount of GST paid. Specifically, the claimant must:

(i) identify and add up all GST detailed on invoices attached to claim, and

(ii) calculate deemed GST included in kilometer allowance, taxi fares, and meal allowances by adding up these amounts as they appear on the claim form and multiplying the sum by .0654;

(iii) add the result obtained in (i) and (ii) above and put this total in the box provided in the middle of the claim form marked "Amount of GST Eligible for a Rebate Included Above".

Space is provided on the back of the claim for this calculation.

13.4.5 Other

Incomplete or inadequate claims will be returned.

Claimants are advised to keep copies of claims submitted as well as attached documentation.

If you require assistance, please call Financial Services at extension 2050 and explain that you have a question about the travel policy.

13.5 Travel Advances

Persons requiring funds to cover out of pocket expenditures of approved travel may request a travel advance by submitting a white miscellaneous cheque requisition to Financial Services not more than 20 days prior to the start of the trip.

In addition to the amount, payee, and account number, the requisition must indicate in the description section of the requisition form the following information:

- (i) employee number of payee,
- (ii) period of the trip,
- (iii) location(s).

Advances are issued in Canadian funds only.

Traveler must account for advance within 15 working days after return from the trip. Subsequent advances will not be issued if individual has an advance outstanding.

If an advance is not required for the purpose or the period for which it is issued, the advance should be returned immediately to Financial Services.

A person cannot approve a travel advance for him/herself.

January 6, 1992

TRAVEL AND SUBSISTENCE

APPENDIX I

ALLOWANCES

General

These allowances are amounts which the individual is entitled to claim without regard to actual costs incurred and without the requirement to submit receipts. These allowances will be reviewed periodically and adjusted to take into consideration changing costs. Use these allowances when traveling in North America. Use the allowances as guidelines when traveling elsewhere.

Private Automobile \$.27/km

The allowance covers all costs of operating an automobile including (but not necessarily limited to) gas, maintenance, repairs, replacements, and insurance. When submitting a claim for use of private automobile, use only above allowance and do not claim specific expenses noted above. Cost of parking and tolls may be claimed in addition to allowance.

Meals

Breakfast \$ 10.00

Lunch \$ 13.00

Dinner \$ 23.00

\$ 45.00

The meal allowance covers all costs associated with the meal including gratuities and taxes.

Employees required to leave home prior to 6:00 a.m. at start of trip may claim breakfast allowance. Employees returning after 8:00 p.m. are entitled to claim dinner allowance. Allowance may not be claimed when meal(s) are part of conference, meeting, or otherwise provided.

These allowances apply only to travel in Canada and the United States. When traveling elsewhere, claim the actual meal cost and submit receipts.

In Lieu of Accommodation

\$12.00 per evening to a maximum of \$60/claim.

TRAVEL AND SUBSISTENCE

PREFERRED SUPPLIERS

APPENDIX J

Accommodation

University employees are generally entitled to preferred rates negotiated by the Government of Ontario - Ministry of Government Services. These rates are as much as 40% below the regularly quoted rates. A booklet listing these rates called "**TRAVEL ACCOMMODATION & RENTAL CAR DIRECTORY**" is published annually by the Ministry of Government Services and is available from your faculty/departmental office or from Purchasing Services.

When making a reservation at a hotel, ask for the Ontario Government Rate. When they ask what Ministry you are with, indicate "Ministry of Colleges and Universities - Queen's University". When registering at the hotel, you will likely be required to provide a staff card. There are some hotels which do not extend this rate to universities, but most do.

Car Rental

In addition to preferred rates set out in the Government of Ontario booklet "**TRAVEL ACCOMMODATION & RENTAL CAR DIRECTORY**" (see above section on accommodation), the University has negotiated rates with the following suppliers:

additional information to be provided

Travel Agents

Because airlines, VIA, and most hotels quote different rates on the same services, the University recommends that you use a travel agent when arranging travel. The following information pertains to preferred agents:

additional information to be provided

TRAVEL AND SUBSISTENCE

INSURANCE

APPENDIX L

AUTOMOBILE INSURANCE

Use of Private Automobile for University Business

The University does not provide insurance for the use of private automobiles on University business. If a private automobile is used on approved University business, it is recommended that there be a minimum of \$1,000,000 third party liability insurance.

Queen's University Insurance Coverage on Rental Vehicles

Within North America

The University carries coverage for collision and comprehensive perils up to \$50,000. Unless the rental agency insists on more coverage, it should not be necessary to purchase additional insurance. In the event of a claim, a \$250 deductible applies, payable from departmental, research or trust funds.

NOTE:

- (i) If non-employees will be driving the car, collision and comprehensive perils coverage should be purchased from the rental agency,
- (ii) It is not necessary to purchase third party liability insurance on rental cars. The rental agency is required by law to carry this insurance and the cost is included in the rental rate.
- (iii) All drivers, whether employees or not, should be listed on the rental contract. In many rental agreements, only those named on the contracts are covered by insurance. Read all agreements carefully.
- (iv) Insurance coverage applies only to rentals of less than 30 days. If vehicles are to be leased for periods greater than 30 days, contact the Insurance Office (545-6414) to arrange for appropriate coverage.
- (v) Report accidents immediately to the University Insurance office (545-6414).

Outside of North America

The University has not purchased insurance protection. Inquire to the rental agency or travel agent on how to obtain collision and comprehensive perils coverage as well as third party liability of at least \$1,000,000.

If you have insurance questions, call the University Insurance Office at 545-6414.

1. Adjunct Members who reside more than seventy-five (75) kilometres from Kingston and who have been appointed as commuting Adjuncts in their letters of appointment shall be eligible for reimbursement for certain bona fide travelling and accommodation expenses as set out below, incurred because of their travel to Kingston to complete their duties for the University.

2. Claims for such bona fide expenses shall be supported by receipts, except as noted below. The following limits apply per trip:

Transportation:

(a) Train: Advanced Return Fare (five (5) days advance purchase). Regular Return Fare will be approved when the Advanced Fare Ticket was not available, provided that the Member seeks such Advanced Fare Ticket prior to ten (10) working days before the required attendance.

Or

Bus: Bus Fare

Plus

Taxi: Fares to a maximum total of \$20.00 for transport to and from the railway/bus station.

Or

(b) Travel by Car: Claim amounts equivalent to regular train fare (receipts not required).

Accommodation:

For Adjunct Members who reside more than one-hundred (100) kilometres from Kingston. Bed and Breakfast: \$20.00 per night (receipts not required) or \$70.00 per night (receipts required).

3. Parking fees on or off campus are the Adjunct's responsibility.

Where an Adjunct Member is charged any fee for a change of train reservations, the University shall reimburse the Member when the change has been necessitated by unit requirements.

Please refer to the Queen's University Recruitment and Hiring for Faculty Appointments Guidelines which can be located in your departmental office, the office of your Dean and the Department of Human Resources.

List of Arbitrators to be agreed upon by the Parties.

EXCERPT FROM STATEMENT ON ADJUNCT ACADEMIC STAFF

AND ACADEMIC ASSISTANTS - June 23, 1994

I DEFINITIONS

A "member of the adjunct academic staff" means a person engaged to perform a prescribed and limited range of academic duties, principally teaching and principally part-time, which may include the responsibility to organize, plan and conduct courses independently or with only slight guidance from members of the regular academic staff....

(b) Group II appointees. Persons who have served fewer than five years and who normally teach the equivalent of two or more full courses per year, or whose remuneration for teaching duties and related activities is more than 50% of the floor salary for a regular assistant professor; it also includes those whose teaching and related academic activities at the University comprise an annual workload equivalent to either of the groups noted immediately above.

Upon ratification of this Collective Agreement, the President of the Association will notify Senate of that fact at its next meeting. Also:

The President of the Association will move that the status quo be maintained regarding Association observers on the following Senate committees:

(a) Senate Committee on Academic Development (SCAD), one (1) observer.

(b) Senate Budget Review Committee (SBRC), one (1) observer.

(c) Senate Committee on Appointments, Promotion and Tenure (SCAPT), one (1) observer.

The President of the Association will also move that properly designated Association observers shall receive notice of all meetings and all documentation circulated to committee Members be entitled to attend and participate in all meetings without exclusion and agrees that an observer cannot vote on any issue.

LIST OF APPROVED CHARITIES

Kingston General Hospital

Hotel Dieu Hospital of the Religious Hospitallers of St. Joseph, Kingston

Providence Continuing Care Centre (St. Mary's of the Lake Hospital - Providence Manor)

United Way of Kingston

Kingston Literacy

Partners in Mission Food Bank

Amnesty International

Interval House