

IN THE MATTER OF
*Association Grievance Regarding Term Adjuncts Performing Clinical Instruction in the
School of Nursing*

B E T W E E N

QUEEN'S UNIVERSITY

(the "University")

- and -

QUEEN'S UNIVERSITY FACULTY ASSOCIATION

("QUFA")

MEMORANDUM OF AGREEMENT
(this "Agreement")

WHEREAS the University and QUFA are parties to a Collective Agreement (the "Collective Agreement");

AND WHEREAS QUFA filed Group Grievance 2022-04 and Association Grievance 2022-05 alleging breaches of the Collective Agreement related to Term Adjuncts in the School of Nursing, and these grievances were resolved and withdrawn pursuant to a Minutes of Settlement, dated December 20, 2023, which included, *inter alia*, an agreement that the University and QUFA would establish a working committee (the "Committee") to review and potentially amend or clarify the existing compensation structure for Term Adjunct members in the University's School of Nursing to ensure that it does not conflict with the Collective Agreement;

AND WHEREAS on March 11, 2024 QUFA filed Association Grievance 2024-03 alleging that the University processes in converting Term Adjunct members to Continuing Adjunct status and when calculating Course Load Entitlements of newly converted Continuing Adjunct members breached Articles 8 (Management Rights), 24.1.3 (Employment Equity), 32.5.7.1 (Course Load Entitlement), 32.5.5 (Recommendations), 37.1.6 and 37.2.1 (Workload), 37.2.5 (Assignment of Teaching and Service Duties for Faculty), 42.3.1, 42.3.3 and 42.3.4 (Compensation: Continuing Adjuncts) of the Collective Agreement;

AND WHEREAS on May 30, 2024 QUFA notified the University in writing that it considered the Committee's work to be at an impasse, requiring an arbitrator's intervention;

AND WHEREAS on October 8, 2024 the University and QUFA entered into a Memorandum of Agreement, in which the University and QUFA agreed that the Committee

would continue its work under the same terms specified in the Minutes of Settlement, dated December 20, 2023, that Arbitrator Ian Anderson would be appointed to act as a mediator / facilitator to assist the Committee, and that the Committee could also address issues related to the claims raised in Association Grievance 2024-03;

AND WHEREAS pursuant to the Memorandum of Agreement dated October 8, 2024, the University and QUFA, through the Committee, engaged in an interest-based negotiation with Arbitrator Ian Anderson acting as a mediator / facilitator on December 3, 2024, December 20, 2024, and January 16, 2025;

AND WHEREAS the term “Percentage of Responsibility” is used in this Agreement only to describe the Going Forward Framework that is exclusively applicable to Term Adjuncts who are assigned to instruct or course coordinate clinical courses in the University’s School of Nursing;

AND WHEREAS the Parties are desirous of resolving the claims raised in Association Grievance 2024-03, and recording their agreement regarding a Going Forward Framework, and are desirous of demonstrating the utmost in good faith to each other;

NOW THEREFORE the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand that such recitals are hereby incorporated into, and form part of, this Agreement.
2. The Parties agree to the following:
 - a. Going forward from the effective date of this Agreement, and for the remainder of the current Collective Agreement, which is set to expire June 30, 2025, and through the term of the Parties’ renewed Collective Agreement only, the “Going Forward Framework” applicable to Term Adjuncts assigned to instruct clinical courses in the University’s School of Nursing shall be as follows:
 - i. Clinical instruction assigned to a Term Adjunct, including any assigned course coordination (which will be considered instruction and assigned teaching for the purposes of the Collective Agreement), will be compensated using a stipend framework as specified in Schedule A of this Agreement.
 - ii. All stipend amounts referenced in paragraph 2(a)(i) will be pro-rated based on the Course Credit Weight Equivalent and the Term Adjunct’s Percentage of Responsibility as specified in Schedule A of this Agreement.
 - iii. The Parties agree that Term Adjunct instruction or course coordination of a clinical course will have a Course Credit Weight Equivalent of 0.75, except for NURS492 which will have a 0.5 weight, as specified in Schedule A.

- iv. The Parties agree that the Percentage of Responsibility assigned to Term Adjunct clinical courses at the University's School of Nursing will be deemed 50% for each assigned group of students, regardless of the number of appointees assigned to the clinical course. The Percentage of Responsibility assigned to course coordination shall also be deemed 50%.
 - v. If a Term Adjunct has been assigned to teach one clinical course group and they have also been assigned to act as the Course Coordinator for the same clinical course during the same period, the Term Adjunct shall be deemed to have 100% Percentage of Responsibility for the purposes of promotional eligibility and Right of Reappointment calculations.
 - vi. The stipend amounts for clinical instruction or course coordination by a Term Adjunct in the School of Nursing, as outlined in Schedule A, shall be adjusted in accordance with any Across-the-Board increases negotiated by the Parties and consistent with the provisions outlined in Article 42.1.1 of the Collective Agreement.
 - vii. The University's School of Nursing shall include Years of Teaching Experience and the stipend values in Column C of the charts contained in Schedule A in offers of appointment to Term Adjuncts appointed to instruct the referenced clinical courses.
3. The Parties agree that all other terms and conditions of the Collective Agreement, except as modified by this Agreement, remain in full force and effect. For clarity, a Term Adjunct's entitlement to benefits remains unchanged and is as set out in the Collective Agreement.
4. Within 5 days of the effective date of this Agreement, the Parties shall publish the joint communication in Schedule B on the QUFA website and the University's Faculty Relations website, including a hyperlink to this Agreement.
5. The Parties hereby acknowledge and agree that Association Grievance 2024-03 is withdrawn and fully and finally settled and resolved.
6. The Parties agree that the Going Forward Framework described in this Agreement applies exclusively to Term Adjuncts performing instruction of clinical courses in the University's School of Nursing and will not serve as a precedent for any other purpose. It will not be referred to or relied upon in any subsequent proceedings, grievances, or rounds of collective bargaining between the Parties or any of QUFA's bargaining unit members, except as it specifically pertains to Term Adjunct clinical instruction or clinical course coordination in the University's School of Nursing.
7. QUFA agrees that it will have no right to grieve or in any other way, or in any other forum, contest a term or condition of this Agreement, save and except the enforcement of

this Agreement. The jurisdiction of an arbitrator will be specifically limited to the issue of whether the Parties have complied with the terms of this Agreement.

8. This Agreement is without prejudice and without admission of any liability on the part of any Party.
9. The Parties agree that this Agreement, including Schedule A, will not be appended to or scheduled in the Collective Agreement but may be shared publicly to clarify and implement the compensation of Term Adjuncts performing clinical instruction or course coordination in the School of Nursing. The Parties further agree that the talking points outlined in Schedule C may be communicated publicly to clarify aspects of the Agreement. All other communications related to the negotiation of this Agreement must remain confidential, except as required to implement the Agreement, obtain legal or financial advice, or comply with the law.
10. The Parties agree that this Agreement will be subject to and interpreted in accordance with the laws of the Province of Ontario as they were at the date hereof.
11. QUFA acknowledges and agrees that they have had sufficient opportunity to fully consider the contents of this Agreement and that they have read, understand and agree with the terms and conditions contained in this Agreement.
12. If any part of this Agreement is found to be illegal or otherwise unenforceable by any court or arbitrator of competent jurisdiction, that part will be severed from this Agreement and the remainder will remain in full force and effect.
13. The Parties agree that this Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument, and any such counterparts may be delivered by way of electronic transmission.
14. The Parties agree that the effective date of this Agreement is April 7 2025.

[Signature Page to Follow]

Dated at Kingston, Ontario, this 7 day of April 2025.

DocuSigned by:

Mary Olmstead

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Queen's University Faculty Association
Per: Mary Olmstead, QUFA President

Dated at Kingston, Ontario, this 8 day of April 2025.

DocuSigned by:

Dan McKeown

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Queen's University at Kingston
Per: Dan McKeown

Schedule A

NOTES:

- Column “A.” reflects current payments that are calculated based on Ontario Nurses Association compensation rates.
- Column “B.” represents the minimum stipend based on a 0.75 Course Credit Weight Equivalent with 50% Percentage of Responsibility, except for NURS 492, which is based on .50 Course Credit Weight Equivalent and 50% Percentage of Responsibility.
- Column “C.” outlines the applicable and agreed upon ‘Going Forward Framework’ stipend, which is determined by taking the greater value between Column “A.” (current payment) and Column “B.”.

NURS 206 and 207 Stipend for Instruction (per group) or Course Coordination (per course)			
3.0 units, 0.5 student course credit; 0.75 FCE			
Years of Teaching Experience	A. (current payment)	B. (stipend for .75 Course Credit Weight Equivalent and 50% Percentage of Responsibility)	C. (new minimum stipend)
0	\$7,960	\$7,001	\$7,960
1	\$8,198	\$7,106	\$8,198
2	\$8,437	\$7,212	\$8,437
3	\$8,676	\$7,320	\$8,676
4	\$8,914	\$7,430	\$8,914
5	\$9,153	\$7,541	\$9,153
6	\$9,391	\$7,655	\$9,391
7	\$9,630	\$7,769	\$9,630
8	\$9,869	\$7,886	\$9,869
9	\$10,107	\$8,004	\$10,107
10	\$10,346	\$8,124	\$10,346
11	\$10,584	\$8,246	\$10,584
12	\$10,823	\$8,369	\$10,823

NURS 345 and 371 Stipend for Instruction (per group) or Course Coordination (per course)			
6.0 units, 1.0 student course credit; 0.75 FCE			
Years of Teaching Experience	A. (current payment)	B. (stipend for .75 Course Credit Weight Equivalent and 50% Percentage of Responsibility)	C. (new minimum stipend)
0	\$6,922	\$7,001	\$7,001
1	\$7,129	\$7,106	\$7,129
2	\$7,337	\$7,212	\$7,337
3	\$7,544	\$7,320	\$7,544
4	\$7,752	\$7,430	\$7,752
5	\$7,959	\$7,541	\$7,959
6	\$8,167	\$7,655	\$8,167
7	\$8,374	\$7,769	\$8,374
8	\$8,581	\$7,886	\$8,581
9	\$8,789	\$8,004	\$8,789
10	\$8,996	\$8,124	\$8,996
11	\$9,204	\$8,246	\$9,204
12	\$9,411	\$8,369	\$9,411

NURS 405 Stipend for Instruction (per group) or Course Coordination (per course)			
6.0 units, 1.0 student course credit; 0.75 FCE			
Years of Teaching Experience	A. (current payment)	B. (stipend for .75 Course Credit Weight Equivalent and 50% Percentage of Responsibility)	C. (new minimum stipend)
0	\$6,922	\$7,001	\$7,001
1	\$7,129	\$7,106	\$7,129
2	\$7,337	\$7,212	\$7,337
3	\$7,544	\$7,320	\$7,544
4	\$7,752	\$7,430	\$7,752
5	\$7,959	\$7,541	\$7,959
6	\$8,167	\$7,655	\$8,167
7	\$8,374	\$7,769	\$8,374
8	\$8,581	\$7,886	\$8,581
9	\$8,789	\$8,004	\$8,789
10	\$8,996	\$8,124	\$8,996
11	\$9,204	\$8,246	\$9,204
12	\$9,411	\$8,369	\$9,411
NURS 492 Stipend for Instruction (per group) or Course Coordination (per course)			
9.0 units, 1.5 student course credit; 0.5 FCE			
Years of Teaching Experience	A. (current payment)	B. (stipend for .50 Course Credit Weight Equivalent and 50% Percentage of Responsibility)	C. (new minimum stipend)
0	\$4,153	\$4,667	\$4,667
1	\$4,277	\$4,737	\$4,737
2	\$4,402	\$4,808	\$4,808
3	\$4,526	\$4,880	\$4,880
4	\$4,651	\$4,953	\$4,953
5	\$4,775	\$5,028	\$5,028
6	\$4,900	\$5,103	\$5,103
7	\$5,024	\$5,180	\$5,180
8	\$5,149	\$5,257	\$5,257
9	\$5,273	\$5,336	\$5,336
10	\$5,398	\$5,416	\$5,416
11	\$5,522	\$5,497	\$5,522
12	\$5,647	\$5,580	\$5,647

Schedule B

Joint Communication

Queen's University and QUFA have reached an agreement regarding the compensation structure applicable to Term Adjuncts assigned to instruct or course coordinate clinical courses at the School of Nursing (the "Going Forward Framework").

The Going Forward Framework will apply going forward, covering the remainder of the current Collective Agreement and through the term of the renewed Collective Agreement. This means that this framework will apply from now until the expiry of the next Collective Agreement between QUFA and Queen's University.

The Parties' agreement follows significant negotiation efforts respecting the compensation structure for Term Adjuncts instructing clinical courses or engaging in course coordination of clinical courses at the SON.

Both parties remain committed to a productive and respectful working relationship.

The full agreement can be found [\[here\]](#).

Schedule C

QUFA reserves the right to communicate with its members about the following aspects of the Going Forward Framework and its negotiation:

- The fact that grievances were filed and the timeline to resolution from QUFA's initial inquiries to now.
- The fact that there were both individual and association grievances.
- The fact that negotiations were prolonged and difficult.
- The fact that the resolution for SON clinical teaching via the Going Forward Framework is time-limited because QUFA does not think it is ideal and wants to be able to renegotiate it in the future.
- The ideal framework that QUFA would like to see implemented for Adjunct instructors at the SON.
- QUFA's opinion respecting flaws and limitations in the current framework, including the possibility that there may be a gender-based pay equity concern at Queen's of which the SON is one example.

QUFA respects the privacy of the individual grievors and will not disclose the details of their settlement. In addition, QUFA intends no ad hominem attacks on those who negotiated the current settlement and will not name names or job titles of anyone.