

MEMORANDUM OF AGREEMENT ("MOA")
BETWEEN
QUEEN'S UNIVERSITY ("UNIVERSITY")
AND
THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

Re: Vacation Pay for Term Adjuncts

WHEREAS, Bill 148 increased the *Employment Standards Act, 2000*, vacation pay entitlement from 4% to 6% of wages for employees with a period of employment of five or more years of service, which means the current period of consecutive service plus prior periods of service if any break in service was 13 weeks or less;

AND WHEREAS, the University has been identifying Term Adjuncts whose period of employment is five years or more;

AND WHEREAS, the University has been paying all such employees the additional 2% (from 4% vacation pay to 6%) retroactively to January 1, 2018;


AND WHEREAS, the Parties agree to amend their Collective Agreement effective September 1, 2018, to reflect the above-referenced administrative changes to comply with Bill 148, specifically, Article 42.4 Compensation: Term Adjuncts, Tables A-D, the removal of Tables E-G, and changes to Appendices L, Q, S, T and U.

Now, therefore, the Parties agree as follows:

1. Article 42.4, including Tables A-G, have been changed, as set out in Tab 1 forming part of this MOA, whereby:
 - a. Tables A, B, C and D are amended to remove the 4% vacation pay that was deemed to have been included in the 2018-2019 Base Stipends referenced in those tables;
 - b. Tables E, F & G have been removed from the Collective Agreement as no longer necessary because vacation pay and the "6% in lieu of benefits", where applicable, will be applied during payroll processing;
 - c. The vacation pay that is applicable in the circumstances, i.e. 4% or 6%, will be paid in addition to the amended Base Stipends referenced in Tables A, B, C and D and will be reported as a separate pay line on the Member's paystub;
 - d. Where applicable, 6% salary in lieu of benefits will be paid in addition to the Base Stipends referenced in Tables A, B, C and D and will be reported as a separate pay line on the member's paystub; and


- e. The language throughout the rest of Article 42.4 has been amended accordingly.
2. Appendices L, Q, S, T and U have been changed, as set out in Tab 2, forming part of this MOA, whereby;
- a. The 4% vacation pay that was deemed to have been included in the 2018-2019 stipends/rates referenced in Appendices L, Q, S and T has been removed from the stipend/rate and the stipend/rate has been amended accordingly;
 - b. The vacation pay that is applicable in the circumstances, i.e. 4% or 6%, will be paid in addition to the amended stipend/rates referenced in Appendices L, Q, S and T, and will be reported as a separate pay line on the Member's paystub; and
 - c. Where applicable, 6% salary in lieu of benefits will be paid in addition to the amended stipend/rates referenced in Appendices L, S, T and U, and will be reported as a separate pay line on the member's paystub.
3. The above-noted changes shall be included in the online version of the Collective Agreement on the Faculty Relations website.

Signed on behalf of Queen's University this 24 day of July, 2018.



Dan McKeown

Signed on behalf of QUFA this this 26th day of July, 2018.



Michael White

TAB 1

**ARTICLE 42
COMPENSATION AND BENEFITS**

- 42.3.3 The standard FTE percent for Continuing Adjunct Members shall be fifty (50) percent for a teaching load equivalent to the Unit teaching workload (Article 37), pro-rated for teaching loads that differ from the Unit's normal teaching load. The FTE percent calculation includes an allowance for course-related administration.
- 42.3.4 The FTE percentage (%) shall only be adjusted in accordance with Article 32.5.7.2 or Article 32.5.7.3.
- 42.3.5 Calculation of years of experience shall be in accordance with the most recent Years of Experience Guidelines approved by the JCAA.
- 42.3.6 The University shall inform the Association of the FTE, number of half-courses taught and any additional duties for each Continuing Adjunct at the time of his/her appointment. The University shall also inform the Association of any changes to a Continuing Adjunct's FTE, number of courses taught or additional duties.
- 42.3.7 The minimum stipend for overload teaching for Continuing Adjuncts shall be the Base Stipend for Term Adjuncts.

42.4 Compensation: Term Adjuncts

42.4.1 Base Stipends

42.4.1.1 The across-the-board (ATB) increase in Article 42.1.1 shall apply to all Term Adjuncts who are reappointed or whose employment continues. ~~In addition, any vacation pay shall be paid in accordance with the Employment Standards Act, 2000.~~

42.4.1.2 The Base Stipend per half (0.5) credit course equivalent shall be as set out in Table A:

Table A (Base Stipends):

Year (May 1 - April 30)	2015-16	2016-17	2017-18	2018-19
Base 0.5-credit Stipend	\$7,899	\$7,998	\$8,118	\$8,260 \$7,961

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42.4.1.3 The Base Stipends shall be supplemented, where applicable, by:

- (a) a years of teaching experience credit, as set out in Article 42.4.2.1
- (b) a large enrolment credit, as set out in Article 42.4.2.2
- (c) salary in lieu of benefits, as set out in Article 42.4.2.3

The addition of the applicable supplements to the Base Stipend results in the following Minimum Stipends per half (0.5) credit course equivalent for Term Adjuncts:

Table B (Minimum Stipends where there is no enrolment supplement):

Minimum Stipends including supplements for years of teaching experience only (no enrolment supplement)				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$7,899	\$7,998	\$8,118	\$7,961 \$8,260
1	\$8,017	\$8,118	\$8,240	\$8,080 \$8,384
2	\$8,137	\$8,240	\$8,364	\$8,201 \$8,510
3	\$8,259	\$8,364	\$8,489	\$8,324 \$8,638
4	\$8,383	\$8,489	\$8,616	\$8,449 \$8,768
5	\$8,509	\$8,616	\$8,745	\$8,576 \$8,900
6	\$8,637	\$8,745	\$8,876	\$8,705 \$9,034
7	\$8,767	\$8,876	\$9,009	\$8,836 \$9,170
8	\$8,899	\$9,009	\$9,144	\$8,969 \$9,308
9	\$9,032	\$9,144	\$9,281	\$9,104 \$9,448
10	\$9,167	\$9,281	\$9,420	\$9,241 \$9,590
11	\$9,305	\$9,420	\$9,561	\$9,380 \$9,734
12	\$9,445	\$9,561	\$9,704	\$9,521 \$9,880

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Table C (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and classes with an enrolment of 100 or more students				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$8,886	\$8,998	\$9,133	\$8,956 \$9,293
1	\$9,019	\$9,133	\$9,270	\$9,090 \$9,432
2	\$9,154	\$9,270	\$9,409	\$9,226 \$9,573
3	\$9,291	\$9,409	\$9,550	\$9,364 \$9,717
4	\$9,430	\$9,550	\$9,693	\$9,504 \$9,863
5	\$9,571	\$9,693	\$9,838	\$9,647 \$10,011
6	\$9,715	\$9,838	\$9,986	\$9,792 \$10,161
7	\$9,861	\$9,986	\$10,136	\$9,939 \$10,313
8	\$10,009	\$10,136	\$10,288	\$10,088 \$10,468
9	\$10,159	\$10,288	\$10,442	\$10,239 \$10,625
10	\$10,311	\$10,442	\$10,599	\$10,393 \$10,784
11	\$10,466	\$10,599	\$10,758	\$10,549 \$10,946
12	\$10,623	\$10,758	\$10,919	\$10,707 \$11,110

Table D (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and classes with an enrolment of 200 or more students				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$9,380	\$9,498	\$9,640	\$9,454 \$9,809
1	\$9,521	\$9,640	\$9,785	\$9,596 \$9,956
2	\$9,664	\$9,785	\$9,932	\$9,740 \$10,105
3	\$9,809	\$9,932	\$10,081	\$9,886 \$10,257
4	\$9,956	\$10,081	\$10,232	\$10,034 \$10,411
5	\$10,105	\$10,232	\$10,385	\$10,185 \$10,567
6	\$10,257	\$10,385	\$10,541	\$10,338 \$10,726
7	\$10,411	\$10,541	\$10,699	\$10,493 \$10,887
8	\$10,567	\$10,699	\$10,859	\$10,650 \$11,050
9	\$10,726	\$10,859	\$11,022	\$10,810 \$11,216
10	\$10,887	\$11,022	\$11,187	\$10,972 \$11,384
11	\$11,050	\$11,187	\$11,355	\$11,137 \$11,555
12	\$11,216	\$11,355	\$11,525	\$11,304 \$11,728

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Table E (Minimum Stipends where there is no enrolment supplement):

Minimum Stipends including supplements for years of teaching experience and 6% salary in lieu of benefits (no enrolment supplement)				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$8,373	\$8,478	\$8,605	\$8,756
1	\$8,498	\$8,605	\$8,734	\$8,887
2	\$8,625	\$8,734	\$8,866	\$9,021
3	\$8,755	\$8,866	\$8,998	\$9,156
4	\$8,886	\$8,998	\$9,133	\$9,294
5	\$9,020	\$9,133	\$9,270	\$9,434
6	\$9,155	\$9,270	\$9,409	\$9,576
7	\$9,293	\$9,409	\$9,550	\$9,720
8	\$9,433	\$9,550	\$9,693	\$9,866
9	\$9,574	\$9,693	\$9,838	\$10,016
10	\$9,717	\$9,838	\$9,985	\$10,165
11	\$9,863	\$9,985	\$10,135	\$10,318
12	\$10,012	\$10,135	\$10,286	\$10,473

Table F (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends incl. supplements for years of teaching experience, classes with an enrolment of 100 or more students, and 6% salary in lieu of benefits				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$9,419	\$9,538	\$9,681	\$9,851
1	\$9,560	\$9,681	\$9,826	\$9,998
2	\$9,703	\$9,826	\$9,974	\$10,147
3	\$9,848	\$9,974	\$10,123	\$10,300
4	\$9,996	\$10,123	\$10,275	\$10,455
5	\$10,145	\$10,275	\$10,428	\$10,612
6	\$10,298	\$10,428	\$10,585	\$10,771
7	\$10,453	\$10,585	\$10,744	\$10,932
8	\$10,610	\$10,744	\$10,905	\$11,096
9	\$10,769	\$10,905	\$11,069	\$11,263
10	\$10,930	\$11,069	\$11,235	\$11,431
11	\$11,094	\$11,235	\$11,403	\$11,603
12	\$11,260	\$11,403	\$11,574	\$11,777

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Table G (Minimum Stipends where there is an enrolment supplement):

Minimum Stipends incl. supplements for years of teaching experience, classes with an enrolment of 200 or more students, and 6% salary in lieu of benefits				
Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$9,943	\$10,068	\$10,218	\$10,398
1	\$10,092	\$10,218	\$10,372	\$10,553
2	\$10,244	\$10,372	\$10,528	\$10,711
3	\$10,398	\$10,528	\$10,686	\$10,872
4	\$10,553	\$10,686	\$10,846	\$11,036
5	\$10,711	\$10,846	\$11,008	\$11,201
6	\$10,872	\$11,008	\$11,173	\$11,370
7	\$11,036	\$11,173	\$11,341	\$11,540
8	\$11,201	\$11,341	\$11,511	\$11,713
9	\$11,370	\$11,511	\$11,683	\$11,889
10	\$11,540	\$11,683	\$11,858	\$12,067
11	\$11,713	\$11,858	\$12,036	\$12,248
12	\$11,889	\$12,036	\$12,217	\$12,432

42.4.1.4 Units may pay stipends that are greater than the Minimum Stipends set out in Article 42.4.1.3 (Table B, Table C, or Table D, ~~Table E, Table F, or Table G~~). Stipends above the minimum are deemed to include compensation for experience and, course-section enrolment ~~and salary in lieu of benefits where applicable~~ and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum of the Base Stipend set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.1.3 (Table B, Table C, or Table D, ~~Table E, Table F, or Table G~~).

42.4.1.5 Members who are reappointed during the period of this Agreement to teach the same course or course-section that they taught as a Sessional Adjunct in the May 1, 2006 to April 30, 2008 period, shall receive the greater of their previous stipend or the stipend calculated according to Article 42.4.1.3.

42.4.1.6 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3, shall be pro-rated to

- (a) the course credit-weight equivalent; and

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(b) Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.

42.4.1.7 All stipends, whether at the minimum level or higher, and including the supplements set out in Article 42.4.1.3 (Table B, Table C, ~~or Table D, Table E, Table F, or Table G~~) are deemed to include

~~(a) vacation pay of four (4) percent; and~~

~~(b)~~(a) an allowance for course-related administrative duties.

42.4.1.8 Vacation pay shall be paid in accordance with the *Employment Standards Act, 2000*

42.4.2 Supplements to the Base Stipends

42.4.2.1 The Base Stipends shall be supplemented, where applicable, by one and one-half (1.5) percent of the Base Stipend for each year that the Member has taught at Queen's University to a maximum of twelve (12) years. For the purposes of this Article, a year is a May 1 through April 30 period. Calculation of the supplement for teaching experience shall be retrospective to May 1, 2003. The supplement for teaching experience will apply to an appointment at a Minimum Stipend level in a year following the year in which the Term Adjunct accumulated the teaching experience.

42.4.2.2 The Base Stipends set out in Article 42.4.1.2 (Table A) shall be supplemented, where applicable, by twelve and one-half (12.5) percent in cases where the Member's assigned course or course-section has an enrolment of one hundred (100) or more students, or by eighteen and three-quarters (18.75) percent in cases where the Member's assigned course or course-section has an enrolment of two-hundred (200) or more students. Course or course-section enrolment shall be determined on the last date a student may drop that course without financial penalty.

42.4.2.3 For Term Adjuncts who do not qualify for insured benefits pursuant to Article 42.6.1, the Base Stipends set out in Article 42.4.1.2 (Table A) plus any applicable supplements set out in Article 42.4.2.1 and Article 42.4.2.2 shall be supplemented by six (6) percent for salary in lieu of benefits, ~~as shown in Article 42.4.1.3 (Table D and Table E).~~

42.4.2.4 The Minimum Stipends per half (0.5) credit course or equivalent that result from the addition of the supplements set out in Article 42.4.2.1 and 42.4.2.2 to the Base Stipends set out in Article 42.4.1.2 (Table A) are shown in Article 42.4.1.3 (Table B and Table C).

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42.4.2.5 The Base Stipend for each half (0.5) credit course shall be supplemented by seven hundred (700) dollars for each additional hour per week of assigned tutorial or laboratory duties above the first three hours of lectures, tutorials and/or laboratories per week.

42.4.3 Course Cancellation

42.4.3.1 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee. The course cancellation fee shall be one thousand (1,000) dollars for one hundred (100) percent responsibility for a half (0.5) credit course (or equivalent), pro-rated to the course credit (e.g., two thousand (2,000) dollars for one hundred (100) percent of a full (1.0) credit course (or equivalent)), and pro-rated to the Member's percentage responsibility for the course.

42.4.4 Additional Duties

42.4.4.1 A Member may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall

(a) be appropriately compensated according to Article 42 and Appendix Q; and

(b) be outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.

42.4.4.2 All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

42.4.5 Other Employment at the University

42.4.5.1 Term Adjuncts who are also employed by the University in some other capacity shall not have either their remuneration or hours of employment adjusted to compensate for any increase in their Term Adjunct stipend for the same teaching load.

42.5 Compensation: Librarians and Archivists

42.5.1 Across-the-Board Increase

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42.5.1.1 All across-the-board increases provided in Article 42.1.1 shall be applicable to librarian and archivist Members.

TAB 2

**APPENDIX L
APPLIED MUSIC**

1. Application of Appendix L

- 1.1 Appendix L applies to Term Adjuncts appointed to provide instruction in applied music, composition, ensembles and other non-academic courses in the School of Music.
- 1.2 All other provisions of the Collective Agreement apply to Members covered by this Appendix to the extent that they are consistent with the provisions of this Appendix. Where there is inconsistency between another provision of the Collective Agreement and this Appendix, this Appendix shall prevail.

2. Appointment

- 2.1 For Term Adjuncts appointed to instruct in the composition and/or applied music courses listed in paragraph 3.1 Table A (below) in the Fall-Winter Session, the Member's initial letter of appointment from the Dean shall state the Member's anticipated duties and estimated compensation for the first two months of his/her appointment. The Member will receive a further letter from the Dean by November 15th confirming the Member's duties, workload and compensation.
- 2.2 The compensation estimate referred to in paragraph 2.1, shall be determined by the Director, School of Music, and shall be based on the Rates of Pay stated in paragraph 3.1 (Table A), known enrollments and relevant historical workloads.
- 2.3 The School of Music reserves the right to change Members' workloads and remuneration based on changes to enrollment until one week after the last date for dropping Fall-Winter full-year courses.

3. Compensation

- 3.1 Table A: Weights for teaching-load equivalencies in full (1.0) course equivalents and Minimum Stipends.

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TABLE A

	A	B	C	D	E	F
	Course	Weights	2015-16 minimum stipends	2016-17 minimum stipends	2017-18 minimum stipends	2018-19 minimum stipends
1	Large Ensembles, including but not limited to: Symphony Orchestra Choral Ensemble Symphonic Band Wind Ensemble (conductor-led; 3 hours per week for 24 weeks)	0.66	\$10,355	\$10,484	\$10,641	\$10,827 <u>10,411</u>
2	Medium Ensembles, category 1, including but not limited to: Polyhymnia Jazz Ensemble (conductor-led; 3 hours per week for 24 weeks)	0.50	\$7,900	\$7,999	\$8,119	\$8,261 <u>7,944</u>
3	Medium Ensembles, category 2, including but not limited to: Flute Choir Clarinet Choir Brass Choir (conductor-led; 1.5 hours per week for 24 weeks)	0.33	\$5,292	\$5,358	\$5,438	\$5,535 <u>5,321</u>
4	Small Ensemble: Keyboard Accompaniment (1 hour per week for 24 weeks)	0.25	\$4,065	\$4,116	\$4,178	\$4,251 <u>4,088</u>
5	Functional Piano (MUSC 004) (1 hour per week for 24 weeks)	0.17	\$2,838	\$2,873	\$2,916	\$2,967 <u>2,853</u>
6	Composition and Applied Music Instruction in: Performance (MUSC 120, 220, 320, 420) B.Mus Lessons (MUSC 121, 221, 321, 421) Non-B.Mus Lessons (MUSC 124, 224, 324, 424)					
+*7	6 students 6 hours per week for 24 weeks	1.00	\$62.63	\$63.41	\$64.36	\$65.49 <u>62.98</u>
8	3 students 3 hours per week for 24 weeks	0.50*	\$62.63	\$63.41	\$64.36	\$65.49 <u>62.98</u>
9	Polyhymnia/Choral/Class Accompanist (3 hours per week for 24 weeks) (per hour)	0.25	\$62.63	\$63.41	\$64.36	\$65.49 <u>62.98</u>
+10	Extra Coaching Duties (Ensemble sectional coaching, etc.)	0.09	\$62.63	\$63.41	\$64.36	\$65.49 <u>62.98</u>

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	12 hours (per hour)					
+11	Small Ensemble: Unspecified Chamber Ensembles (1 hour every other week) (per hour)	0.09*	\$62.63	\$63.41	\$64.36	\$65.49 <u>62.98</u>
12	Ear Training, Sight Singing and Keyboard Harmony (MUSC 127/128, 227/228)					
13	1 hour per week for 24 weeks	0.17	\$2,838	\$2,873	\$2,916	\$2,967 <u>2,853</u>
14	2 hours per week for 24 weeks	0.33	\$5,292	\$5,358	\$5,438	\$5,533 <u>5,321</u>
15	3 hours per week for 24 weeks	0.50	\$7,900	\$7,999	\$8,119	\$8,261 <u>7,944</u>
16	4 hours per week for 24 weeks	0.66	\$10,355	\$10,484	\$10,641	\$10,827 <u>10,411</u>

Symphony Orchestra: MUSC 162-462 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

Choral Ensemble: MUSC 160-460 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

Wind Ensemble: MUSC 178-478 for 2015-16 and 2016-17; MUSC 115-415 for 2017-18 and 2018-19

Polyhymnia: MUSC 164-464 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

Jazz Ensemble: MUSC 164-464 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

Flute Choir: MUSC 169-469 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

Clarinet Choir: this course is no longer on the books but was last offered as MUSC 168-468; the new code, if offered in 2017-18 or 2018-19, will be MUSC 112-412

Brass Choir: MUSC 165-465 for 2015-16 and 2016-17; MUSC 112-412 for 2017-18 and 2018-19

Keyboard Accompaniment: MUSC 261 and 361 for 2015-16 and 2016-17; MUSC 100-400 for 2017-18 and 2018-19

Unspecified Chamber Ensemble: MUSC 263-463 for 2015-16 and 2016-17; MUSC 100-400 for 2017-18 and 2018-19

* This course weight is for purposes of Bargaining Unit membership only and does not affect stipend or rate of pay.

+ These accompanist and coaching duties appear here on a without-prejudice basis pending the resolution of the question of whether they are within the scope of the Bargaining Unit.

3.2 The minimum stipends shown in paragraph 3.1 (Table A) reflect the across-the-board increases as set out in Article 42.1.1.

3.3 The School of Music may pay stipends that are greater than the minimum stipends set out in paragraph 3.1 (Table A). Stipends above the minimum are deemed to include compensation for experience, and course-section enrolment and salary in lieu of benefits (where applicable) and as such are not subject to the supplements set out in Article 42.4.2. In no case shall a Member's stipend be less than the sum

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of the minimum stipend set out in paragraph 3.1 (Table A) plus any applicable supplements set out in Article 42.4.2.

- 3.4 All minimum stipends set out in paragraph 3.1 (Table A, Columns C, D, E and F) have been pro-rated to the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B).
- 3.5 All stipends for applied music and composition instruction, ensembles and other non-academic music courses, whether at the minimum level or higher, shall be pro-rated to the Member's percentage responsibility for the course. Where more than one appointee is assigned to the course, the percentage responsibilities shall sum to one hundred (100) percent.
- 3.6 Any supplements arising from the application of Article 42.4.2 shall be pro-rated to
- (a) the course credit-weight equivalent set out in paragraph 3.1 (Table A, Column B); and
 - (b) the Member's percentage responsibility for the course.
- 3.7 All stipends, whether at the minimum level or higher, and including the supplements set out in paragraph 3.1 are deemed to include
- ~~(a) vacation pay of four (4) percent; and~~
 - ~~(ab)~~ an allowance for course-related administrative duties.
- 3.8 Articles 42.4.4 and 42.4.5 shall apply to Term Adjuncts to whom this Appendix applies.
- 3.9 If a course is cancelled within two weeks of the start of the term or session in which it is scheduled, the Member shall be paid a course cancellation fee of one thousand (1,000) dollars for a half (0.5) credit course, pro-rated to the academic credit weight of the course and the Member's percentage responsibility for the course. For courses in paragraph 3.1 with an academic credit weight of 0.17, the course cancellation fee shall be five hundred (500) dollars, pro-rated to the Member's percentage responsibility for the course. This course cancellation fee does not apply to Composition and Applied Music Instruction, and Unspecified Chamber Ensembles (Table A, Lines 8-11).

4. Right of Reappointment

- 4.1 Notwithstanding Article 32.2.2, a Term Adjunct who has taught a course (or, where applicable, instrument) listed in Table A (Appendix L) as an Adjunct to a teaching-load equivalent of at least half (0.5) course equivalent at least two (2) times over a minimum of two (2) consecutive academic years shall be offered reappointment to instruct in subsequent academic years in the same course (or, where applicable, instrument, in which case the offer of reappointment shall be to instruct up to the average number of students over the two consecutive years used to determine the Specific Right of Reappointment, rounded down), provided there is a record of good instruction and satisfactory performance of assigned duties, unless
- (a) the students seeking instruction in the instrument or category are being assigned to a Tenure-track/Tenured Member; a Continuing Adjunct; a Term Adjunct with a General Right of Reappointment; or a Teaching Fellow who would not otherwise have an opportunity to teach as part of their graduate education;
 - (b) there are no remaining students (after assignment per subparagraph (a)) seeking instruction in the instrument or category, or the instrument or category is not being offered;
 - (c) the Term Adjunct's Right of Reappointment has expired per Article 32.4.1; or
 - (d) the Term Adjunct has lost his/her Right of Reappointment per Article 32.4.2.
- 4.2 Notwithstanding Article 32.2.4 and Article 32.2.5, in cases where two or more Term Adjuncts have earned a right to be reappointed to instruct the particular instrument or category but there is an insufficient number of students of the relevant instrument or category to fulfill all Term Adjuncts' rights (per subparagraph 4.1), the following shall apply:
- (a) If two or more Term Adjuncts have the same rights to reappointment to the particular instrument or category, priority shall be given to the Term Adjunct who has provided instruction in that instrument or category most often as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit.
 - (b) If two or more Term Adjuncts have provided instruction in the instrument or category an equal number of times as a Term Adjunct or a Sessional Adjunct

APPENDIX L APPLIED MUSIC

in the Bargaining Unit, priority shall be given to the Term Adjunct who has provided instruction in the instrument or category most recently.

- (c) If two or more Term Adjuncts have equally long records of instruction in the particular instrument or category as a Term Adjunct or a Sessional Adjunct in the Bargaining Unit and have provided instruction equally recently, priority shall be given to the Term Adjunct who, in the discretion of the Head in consultation with the appropriate Area Coordinator, has a superior record of instruction in that instrument or category.

4.3 Notwithstanding Article 32.3, instruction in Composition or Applied Music or techniques or methods (180 series courses) shall not count toward eligibility for a General Right of Reappointment.

4.4 Notwithstanding Article 32.5.1, a Member with a minimum of six (6) years of consecutive service as a faculty Member in the Bargaining Unit and whose years of service multiplied by the cumulative total of School of Music Course Weights she/he has successfully instructed in that period equals seventy-two (72) or more may apply for a Continuing Adjunct appointment. Years of service in a continuing (e.g. tenured) or continuing-track appointment from which a Member has retired, resigned or been dismissed, or following which a Member has received a terminal appointment pursuant to Article 30.17.1 or Article 31.14.1 shall not count toward eligibility for a Continuing Adjunct appointment.

4.5 Notwithstanding Article 32.5.7, a Member newly appointed as Continuing Adjunct shall be entitled to a School of Music Course Weight load of no less than the average number of School of Music Course Weights per year she/he has instructed in all years used in calculating eligibility for a Continuing Adjunct appointment.

4.6 **Debit teaching accrued through Applied Music or Composition when a student drops one-on-one lessons.**

Further to Article 32.5.7, any Member whose teaching assignment falls under his or her guaranteed workload (as per Article 32.5.7) due to Applied Music or Composition Students dropping their one-on-one lessons shall carry a debit balance of teaching duties. Debits will be calculated according to the following schedule (which is aligned with the Refund Schedule for Undergraduate courses):

- (a) Student drops in first four weeks of the fall term – 0.17 debit

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APPLIED MUSIC**

(b) Student drops between Week 5 (Fall) and Week 2 (Winter) – 0.09 debit

(c) Student drops between Week 2 and Week 6 (Winter Term) – 0.04 debit

(d) Student drops Week 7 (Winter) or later – no debit

4.7 Course Load Entitlement for Members Teaching Primarily Applied Music or Composition

4.7.1 Notwithstanding Article 32.5.7.1(b), Term Adjunct Members who teach primarily* Applied Music or Composition whose appointments are converted to Continuing Adjunct Appointments shall be entitled to a course load of no less than the average number of half courses or part thereof per year that she/he has taught in all years and this shall be used in calculating eligibility for a Continuing Adjunct appointment.

*“Primarily” shall be deemed to be half or more of a Member’s normal teaching assignment during the years used in calculating eligibility for a Continuing Adjunct Appointment.

4.7.2 For Continuing Adjunct Members teaching primarily Applied Music or Composition, the provisions of Article 32.5.7.3 shall not apply.

**APPENDIX Q
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

1. A Member may agree to a request from the Unit Head to perform instructional or supervisory duties related to any academic program during the Member's appointment as a Term Adjunct. Any such duties shall be
 - (a) appropriately compensated according to Article 42.4.4 and Table A, below; and
 - (b) outlined in a supplementary letter of appointment to the Member, if not outlined in the Member's original letter of appointment.
2. All additional duties for which compensation is paid must be agreed to by the Unit Head in advance of the commencement of the duties.

3. **Table A**

Duty	Compensation			
	2015-16	2016-17	2017-18	2018-19
1. PhD Comprehensive Examination	\$126	\$128	\$130	\$132 127
2. Graduate Supervision				
a. Member of a committee reviewing a thesis proposal, MA/MSc or PhD	\$126	\$128	\$130	\$132 127
b. Co-supervision of an MA/MSc thesis	50% of the minimum stipend for a half-credit course			
c. Supervision or co-supervision of an MA/MSc essay/project	\$630	\$638	\$648	\$659 634
d. Co-supervision of a PhD thesis	Minimum stipend for a half-credit course			
3. Reading and Examining a Graduate Thesis				
a. An MA/MSc thesis	\$307	\$311	\$316	\$322 310
b. A PhD thesis	\$611	\$619	\$628	\$639 615
4. Undergraduate Supervision				
a. Undergraduate Honours thesis	\$630	\$638	\$648	\$659 634
5. Directed Reading Course (per 0.5-credit course equivalent)	\$630	\$638	\$648	\$659 634
6. Other Duties (per hour)	\$48.92	\$49.54	\$50.28	\$51.16 50

**APPENDIX Q
COMPENSATION FOR ADDITIONAL DUTIES PURSUANT TO ARTICLE 42.4**

4. The rates set out in Table A, above, shall be applied as follows:
- (a) A Member shall receive payment pursuant to Table A only if the additional duty is taken on while he/she has an appointment as a Term Adjunct. Specifically,
 - i for co-supervision of an MA/MSc thesis, the compensation shall be pro-rated by one-half ($\frac{1}{2}$) for each year of a multi-year supervision completed prior to the Member commencing a Term Adjunct appointment;
 - ii for co-supervision of a PhD thesis, the compensation shall be pro-rated by one-quarter ($\frac{1}{4}$) for each year of a doctoral supervision completed prior to the Member commencing a Term Adjunct appointment; and
 - iii for reading and examining a graduate thesis, the rates shall be paid if the examiners' reading period as defined by the School of Graduate Studies and Research (currently 2 weeks for an MA/MSc thesis and 5 weeks for a PhD thesis) overlaps with the Term Adjunct appointment.
 - (b) The compensation for co-supervision of an MA/MSc thesis includes reviewing the thesis proposal and reading and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
 - (c) The compensation for co-supervision of a PhD thesis includes the PhD comprehensive examination, reading the thesis proposal and examining the thesis. No separate compensation for reading and examining the thesis shall be paid.
 - (d) Clarity note: supervision of students in clinical, professional and other academic programs is not sufficient to justify inclusion of a person in the Bargaining Unit.

~~5. The rates outlined in Table A include four (4) percent vacation pay.~~

APPENDIX S ONLINE COURSES

1. Definitions

The terms listed below will, for the purposes of this Appendix, have the following meaning:

- a. **Online Course** refers to a for credit course that is offered fully online and can be taken by students in any location without being required to attend any sessions, excluding examinations, at Queen's University or any other physical location owned or controlled by Queen's University.
- b. **Course Development** refers to all aspects of developing a new Online Course undertaken by the Course Author and the Instructional Design Team. It includes, but is not limited to, developing course learning outcomes, assessments, learning activities, a detailed course outline, developing and selecting instructional materials and content, textbooks, online resources and multi-media materials. Course Development also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.
- c. **Major Revision** refers to a substantial review for the purpose of making modifications to the Online Course undertaken by the Course Reviser and the Instructional Design Team. It includes, but is not limited to, the modification of course learning outcomes, assessments, learning activities, the detailed course outline, instructional materials and content, textbooks, online resources and multi-media materials. Major Revision also includes securing any necessary rights from third parties and reviewing and making improvements to the revised course after the first offering of the revised course.
- d. **Course Delivery** refers to all aspects of teaching an Online Course. It includes, but is not limited to, updating content and assignment questions before the upcoming offering, communicating with students, supervising teaching assistants, grading student work, monitoring the course and students' progress. If the course is being offered for the first time in a new format, it also includes the Instructor collaborating with the Instructional Design Team and the Course Author (if different from the Instructor) to review and make improvements to the course.
- e. **Instructor** refers to an individual assigned to teach an Online Course.
- f. **Course Author** refers to an individual who has entered into a Course Authorship Agreement with the University in accordance with this Appendix to develop an Online Course in collaboration with the Instructional Design Team. The Course Author is

responsible for the provision of disciplinary, subject matter, and discipline- appropriate pedagogical expertise to the Course Development process.

- g. **Course Reviser** refers to an individual who has entered into a Course Revision Agreement with the University in accordance with Paragraph 3 of this Appendix to perform a Major Revision of an Online Course in collaboration with the Instructional Design Team. The Course Reviser is responsible for the provision of disciplinary, subject matter, and discipline-appropriate pedagogical expertise to the Major Revision process.
- h. **Instructional Design Team** refers to one or more individuals including an instructional designer who collaborate with a Course Author or Course Reviser to develop or do a Major Revision to an Online Course. The instructional designer is responsible for the provision of project management, course design and online pedagogical expertise to the Course Development or Major Revision process.
- i. **Agreement** refers to an individual contract between the University and a Member for the Course Authorship or Major Revision of an Online Course that conforms to the templates that are appended to this Collective Agreement as Schedule C and Schedule D.
- j. **Letter of Appointment** refers to a limited term appointment for the Course Development, Major Revision, or Course Delivery of an Online Course between the University and an individual who otherwise does not hold an appointment in accordance with Articles 25.1 or 25.2. Where such an individual is appointed for the purposes of Course Authorship or Major Revision, an Agreement as defined at Paragraph 1.i shall be appended to his/her Letter of Appointment.
- k. **Intellectual Property** has the meaning set out in Article 16.2.

2. Appointment, Assignment and Workload

- a. All Course Authors, Course Revisers and Instructors of Online Courses shall hold appointments pursuant to Article 25 and subject to Appendix P, if applicable. Pursuant to Article 25.1.3.1 and subject to Appendix P, if applicable, where a Course Author, Course Reviser or Instructor of an Online Course does not otherwise hold such an appointment, he/she shall be appointed as a Term Adjunct pursuant to Article 25.1.3.1 for the duration of such appointment.

- b. Where a Member is assigned duties associated with Course Authorship or Major Revision and/or Course Delivery of an Online Course as part of his or her normal workload, and/or the Member has not received an offer to enter into a Course Authorship Agreement or Major Revision Agreement with the University in accordance with Paragraph 3 and Table A below, then the provisions of Paragraph 3 and Table A will not apply to the Member and the University shall not seek a license for the Intellectual Property that the Member created and/or provided in the completion of such assigned duties. Course Authorship or Major Revision and/or Course Delivery duties in this instance shall be assigned in accordance with the Workload Standard of the Unit.

3. Course Authorship or Major Revision Agreement

- a. The University may enter into a Course Authorship Agreement or Major Revision Agreement (each of which is an Agreement as per Paragraph 1.i of this Appendix) with a Member. Such Agreements shall be subject to this Appendix, excluding Paragraph 2.b. It is contemplated that Course Development or Major Revision work with respect to an Online Course may be undertaken by one or more Members.
- b. When Course Development or Major Revision is undertaken by a Member in accordance with Paragraph 3.a, the Agreement shall set out the rights and responsibilities of the University and the Member.
- c. A Course Authorship Agreement or Major Revision Agreement shall conform to the provisions of this Appendix and to the templates that are appended to this Collective Agreement at Schedule C and Schedule D.
- d. A Course Authorship Agreement or Course Revision Agreement shall grant the University an irrevocable non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use the Member's Intellectual Property created and/or provided under the Agreement by the Member for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided, including where there are modifications, updates and changes to the course in accordance with Paragraph 3.e of this Appendix. Any use of Intellectual Property created and/or provided under the Agreement that is not included in the license is prohibited without the consent of the Course Author or Course Reviser.
- e. The license referenced at Paragraph 3.d shall give the University the right to:

APPENDIX S ONLINE COURSES

- i. place any Intellectual Property of the Member into another medium or format as appropriate for course delivery;
 - ii. transfer all Intellectual Property into a current or any successor learning management system or delivery medium;
 - iii. modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision as per Paragraph 1.c; and
 - iv. continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.
- f. A Course Author or Course Reviser shall own the Intellectual Property that he/she creates and/or provides and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
- g. A Member who has entered into an Agreement shall work in collaboration with the Instructional Design Team which shall provide the Member with training, assistance and advice in the technological and pedagogical aspects of the development of Online Courses.
- h. The Online Course shall meet the quality standards for academic programming as defined in the Queen's University Quality Assurance Processes (QUQAPs). In addition, the Online Course will conform to any University-wide and Senate approved quality standards and/or benchmarks and/or best practices for online teaching.
- i. The Online Course shall meet the academic requirements of the applicable Unit, shall share the same learning outcomes as the on-campus version of the course (if an on-campus version exists), and shall be subject to the final authority of the applicable Unit.
- j. Subject to Paragraph 4.e, the Course Author of a newly developed Course or a Course Reviser of a newly revised course shall be appointed to teach the course for its first offering, unless he/she declines the offer to teach it. All modifications to the course made during the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a above.

**APPENDIX S
ONLINE COURSES**

- k. If the Member who developed or revised an Online Course declines the offer to teach it, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course. Modifications to the Online Course, if any, shall be made in collaboration with the Instructional Design Team.
- l. After the first offering of a newly developed or revised Online Course, the Course Author or Course Reviser shall review and make modifications, as appropriate, in collaboration with the Instructional Design Team and the Instructor, if different from the Course Author or Course Reviser. All modifications to the course made after the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a.
- m. If an Online Course for which a Member was the Course Author does not undergo a Major Revision within five (5) Academic Years from the Academic Year in which the Course Development was completed the Course Authorship Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- n. If an Online Course for which a Member was the Course Reviser does not undergo a subsequent Major Revision within five (5) Academic Years from the Academic Year in which the Major Revision was completed the Course Reviser Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- o. By mutual agreement of the parties to an Agreement, such Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraph 3.d.
- p. At any time following seven (7) Academic Years from the Academic Year in which:
 - i. a Course Author completed a Course Development; or
 - ii. a Course Reviser completed a Major Revision;other than when students have registered for an offering of the course or when the course is being delivered,
 - i. The Course Author referenced in 3.p.i; or
 - ii. The Course Reviser referenced in 3.p.ii

APPENDIX S ONLINE COURSES

may terminate his/her Agreement with the University and such termination will include the termination of his/her license referenced in Paragraph 3.d.

- q. Where the University holds more than one license pertaining to the Intellectual Property contained within a course, the termination of one such license in accordance with either 3.m, 3.n, 3.o or 3.p of this Appendix shall not preclude the University from continuing to exercise its right to use other Intellectual Property contained within the course as licensed to the University in accordance with Paragraph 3.e of this Appendix.
- r. The stages of Course Development or Major Revision and the related pay schedule shall be followed.
- s. The Course Author shall be identified clearly as such on the Online Course web page and course syllabus. When an Online Course is subject to a Major Revision, the Course Reviser shall also be identified clearly as such on the Online Course web page and course syllabus. Notwithstanding the above, if the current Instructor teaching an Online Course is not the Course Author or Course Reviser but has made revisions to the Online Course, he/she may request that a notice be placed on the course web page to that effect. The Online Course web page shall carry the date of the initial development and of any Major Revision of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of the Course Author's Intellectual Property, and where applicable, the Course Reviser's Intellectual Property.

4. Course Delivery

- a. Subject to Paragraph 4.e, a Member who is a Course Author of an Online Course for which the University has a license shall be offered an assignment to teach that course the first time that it is offered. If such a teaching assignment is accepted, all modifications to the course made during the first offering shall be deemed to be incorporated into the original Course Authorship Agreement.
- b. If the Member who is the Course Author or Course Reviser of an Online Course declines the offer to teach the Online Course, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course.
- c. Any Member assigned to teach an Online Course in accordance with this Appendix shall receive access to training and assistance in the technical and pedagogical aspects of the teaching and delivery of an online course.

**APPENDIX S
ONLINE COURSES**

- d. A Member instructing an Online Course shall receive a level of teaching assistant support that is commensurate to that available for a Member instructing the same course in another format, with due regard to any differing levels of teaching assistant support that may be appropriate as a function of the course delivery format.
- e. As per Paragraph 3.a, it is contemplated that Course Development or Major Revision work may be undertaken by more than one Member. In such a circumstance, the Unit will assign an appropriate Instructor(s) from among such Members to deliver the first offering of the course. If any such Member declines the offer to teach the Online Course, the Unit may assign an appropriate Instructor(s).
- f. It is contemplated that Course Delivery work with respect to an Online Course may be undertaken by more than one Member.

5. **Table A** - Base Stipends per half (0.5) credit course equivalent for Members performing work as part of an Agreement in accordance with Paragraph 3 of this Appendix shall be as set out in Table A (below):

Table A

Agreement for:	2015-16	2016-17	2017-18	2018-19
Course Development	\$4,893	\$4,954	\$5,028	\$5,116 4,920
Major Revision	\$2,447	\$2,478	\$2,515	\$2,559 2,461
Course Delivery	\$7,899	\$7,998	\$8,118	\$8,260 7,943

Notes to Table A:

Subject to the following, Members will be paid a stipend as per Table A, above:

- a. pay in lieu of benefits, where applicable, shall be calculated as per Article 42.4.2.3;
- b. the supplement for teaching experience, where applicable, shall be calculated as per Article 42.4.2.1; and
- c. the supplement for large classes, where applicable, shall be calculated as per Article 42.4.2.2.

**APPENDIX S
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- d. All other aspects of Article 42 shall apply where and as applicable.

If the work of Course Development/Major Revision/Course Delivery with respect to an Online Course is undertaken by more than one (1) Member, the stipend payable to each Member will be no less than the pro-rated value of the Base Stipend according to the level of responsibility assumed by that Member.

**APPENDIX T
PRACTICA COURSES – FACULTY OF EDUCATION**

Base Stipends for certain practica courses are set out as follows:

Table A: Base Stipends

Course	2015-16	2016-17	2017-18	2018-19
PRAC 190/191 – Concurrent Education (Fall-Winter terms)				
PRAC 420, 430, 440 – Consecutive Education (Fall-Winter terms)	\$4,899	\$4,960	\$5,034	\$5,122 <u>4,936</u>

Table B: Minimum Stipends for PRAC-19X - Base Stipend ~~plus 6% salary in lieu of benefits~~ (per enrolment of approximately 18 students - no enrolment supplement)

Years of Teaching Experience	2015-16	2016-17	2017-18	2018-19
0	\$5,192	\$5,257	\$5,336	\$5,429 <u>4,936</u>
1	\$5,270	\$5,336	\$5,416	\$5,510 <u>5,010</u>
2	\$5,349	\$5,416	\$5,497	\$5,593 <u>5,085</u>
3	\$5,429	\$5,497	\$5,579	\$5,675 <u>5,161</u>
4	\$5,510	\$5,579	\$5,663	\$5,762 <u>5,238</u>
5	\$5,593	\$5,663	\$5,748	\$5,848 <u>5,317</u>
6	\$5,677	\$5,748	\$5,834	\$5,936 <u>5,397</u>
7	\$5,762	\$5,834	\$5,922	\$6,025 <u>5,478</u>
8	\$5,848	\$5,922	\$6,011	\$6,115 <u>5,560</u>
9	\$5,936	\$6,011	\$6,101	\$6,207 <u>5,643</u>
10	\$6,025	\$6,101	\$6,193	\$6,300 <u>5,728</u>
11	\$6,115	\$6,193	\$6,286	\$6,395 <u>5,814</u>
12	\$6,207	\$6,286	\$6,380	\$6,491 <u>5,901</u>

**APPENDIX T
PRACTICA COURSES – FACULTY OF EDUCATION**

Notes:

1. Term Adjuncts paid under this Appendix shall be paid the appropriate Minimum Stipend set out in Table B above, unless Article 42.4.1.4 or Article 42.4.1.5 apply.
2. PRAC 190/191, 420, 430, 440 courses are not eligible for the supplement for large classes (≥ 100 students) that is set out in Article 42.4.2.2.
3. The Minimum Stipends in Table B are deemed to include supplements for
 - (a) ~~salary in lieu of benefits (where applicable) per Article 42.4.2.3; and~~
 - (ab) years of teaching experience per Article 42.4.2.1.
4. Unless expressly modified by this Appendix, all other aspects of Article 42 shall apply.

**APPENDIX U
ABORIGINAL TEACHER EDUCATION PROGRAM**

1) Community-Based Term Adjunct Faculty Liaison Duties: The community-based Aboriginal Teacher Education Program (ATEP) extends over six Academic Terms. The practicum in the ATEP includes five periods of three or four weeks each, for a total of seventeen weeks. Term Adjunct community-based liaison faculty will receive a stipend per ATEP teacher candidate supervised.

Year	PRAC 195/425 (Telephone Support)	PRAC 195/435 (Telephone Support & School Visit)	PRAC 195/445 (Telephone Support & School Visit)
2015-16	\$76	\$152	\$152
2016-17	\$77	\$154	\$154
2017-18	\$78	\$156	\$156
2018-19	\$79 75	\$159 150	\$159 150

These amounts ~~are deemed to include 6% pay in lieu of benefits and~~ are effective on May 1st in each year listed.

In the event a supervisory visit is required for PRAC 195/425, the same stipend will apply as is provided for PRAC 195/435.

2) Payment Schedule for Community-Based ATEP Instructors: Term Adjunct Members teaching community-based ATEP courses in modular format will be paid monthly. Should additional supervision be required, pay adjustments will be applied in a final (additional) pay installment.