

Without Prejudice
MEMORANDUM OF AGREEMENT ("MOA")

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

*RE: Memorandum of Agreement with respect to the
Tuition Support Plan (Appendix N) for Adjunct Members*

WHEREAS, Queen's and QUFA (the "Parties") signed a Memorandum of Agreement on March 15, 2018 (attached);

AND WHEREAS, the March 15, 2018 MOA altered the administration of the Tuition Support Plan for all Adjunct Members;

AND WHEREAS, it is preferable that the Tuition Support Plan be administered for Continuing Adjuncts with an FTE of 100% in the same fashion as for Tenure track and Tenured Members;

NOW, THEREFORE, the Parties agree that:

1. The Tuition Support Plan should remain unchanged for Continuing Adjuncts with an FTE of 100% (i.e., the March 15, 2018 MOA will not apply to such Members).
2. Appendix N shall be updated to reflect this MOA, and the amended version of Appendix N shall appear in the online version of the Collective Agreement on the Faculty Relations website. An amended version of Appendix N is attached hereto and forms a part of this MOA.
3. This MOA is without prejudice and without precedent to any and all future matters between the Parties except as expressly set out in this MOA.

Signed on behalf of Queen's University this 1 day of May, 2018.



Darf McKeown

Signed on behalf of QUFA this 1 day of May, 2018.



Elizabeth Hanson

1. Members' spouses and dependent children shall be eligible for tuition support through a scholarship plan provided by the University with a total annual value of no more than \$671,198.00.
2. The scholarships can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college and shall be no more than \$3,000.00 per annum. In the case of students in part-time programs, the payment shall be prorated to the number of courses required for the full-time program in that institution.

2.1 Subject to paragraph 4, For-Tuition Support for spouses and dependent children of Adjuncts, ~~tuition support~~ shall be calculated once per year (i.e., May 1 – April 30). Tuition support for spouses and dependent children of Term Adjunct Members shall be calculated according to the total number of courses and part-courses that the Member has taught or will teach in the applicable year, as a percentage of the Normal Teaching Load (“NTL”) in their Unit (the “Prorated Percentage”). NTL is expressed as a number of Full Course Equivalents (“FCE”) taught per year. The following scenarios serve to illustrate this rule:

- In Units with an NTL of **2.5 FCE/yr**, the tuition support will be prorated to twenty (20) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of **2.0 FCE/yr**, the tuition support will be prorated to twenty-five (25) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of **1.5 FCE/yr**, the tuition support will be prorated to thirty-three (33.33) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.

2.2 For spouses and dependent children of Continuing Adjunct Members, the tuition support entitlement shall be prorated based on the greater of: (a) the Member's Full Time Equivalent (“FTE”), expressed as a percentage and (b) the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member.

Where the spouse or dependent child of a Continuing Adjunct Member applies for tuition support in a given year, the Faculty Relations Office shall assess the Member's appointment for that year, during the Winter Term, and determine whether their Full Time Equivalent (“FTE”) percentage exceeds the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member. If so, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Member's FTE percentage. If the Member's FTE percentage does not exceed the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Prorated Percentage.

- 2.3 The maximum tuition support available to a spouse or dependent child of Adjuncts shall not exceed \$3000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be). In the case of students in part-time programs, the payment shall be further prorated based on the number of courses required to constitute a full-time program at that institution.
3. To be eligible for tuition support, the prospective student must meet the admission requirements of the program and maintain academic standing at the institution at which it is offered.
4. Awards will be made to the spouse and/or dependent children of a Member in two installments, except where the Member is an Adjunct, as per paragraph 2.1 and 2.2. For Continuing Adjunct Members whose FTE is 100%, Tuition Support will continue to be paid in two installments.
- 4.1 Except where an eligible applicant is the spouse or dependent child of Adjuncts, an initial sum of \$2,000.00 in tuition support shall be awarded as soon as possible in the Fall Term, upon confirmation of registration. A second installment shall be made in the Winter Term after the remaining balances of the fund have been calculated and prorated among the number of applicants. This sum shall not exceed \$1,000.00 per applicant.

Where an eligible applicant is the spouse or dependent child of Adjuncts, a single payment of tuition support shall be awarded as soon as possible in the Winter Term. The payment may be the sum of two amounts, namely: (a) \$2,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be) if the spouse or dependent child is confirmed to be attending for one term; *plus* (b) a portion of the remaining balances of the fund, not to exceed \$1,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be) if the spouse or dependent child is confirmed to be attending a recognized university or college in a second term.

Awards will be made to the student once per year provided that the student has confirmed registration for each term.

In all cases, students shall be required to provide proof of continuing standing in a recognized university or college.

- 4.2 An eligible applicant attending a Spring or Summer course shall be reimbursed for this session with the first installment. If the eligible applicant is the spouse or dependent child of Adjuncts, Spring or Summer courses shall be reimbursed as part of the single payment awarded in the following Winter Term.
- 4.3 Except where an eligible applicant is the spouse or dependent child of Adjuncts and receives a single payment during the Winter Term, applicants who are attending an institution where the first term begins during the Winter Term shall receive an amount equivalent to the first installment (\$2,000.00) for this term. The amount paid for the second term shall be the amount calculated for the Winter Term (up to a maximum of \$1,000.00).

For Term Adjunct Members who do not have an appointment in the Winter Term, applications should be submitted manually by contacting Human Resources directly.

5. Applicants shall provide all documentation required to administer the Plan, including submission of a completed application on or before the deadlines established by the University.
6. In the event that the value of eligible applications is less than the total amount available, the surplus shall be carried forward and added to the fund for the following Academic Year. If the eligible applications exceed the total amount available per year, the fund will be reviewed and amounts will be prorated based on the number of eligible applications. Where monies are returned to the fund after the monies have been distributed, these also shall be carried forward to the following Academic Year. The University shall apprise the Association annually of the number and amounts of scholarships distributed and of the method of and reasons for the distribution process so that the Association may advise its Members.
7. The spouses and dependent children of Members who are on leave, receiving Long Term Disability benefits, retired or who have died in service are eligible for tuition assistance under this plan.
8. If both parents of a dependent child are employed by the University, and each is covered under the Tuition Support Plan or a similar plan, it is acknowledged that, in respect of that dependent child, the University will award only one scholarship per dependent child.
9. **Definitions for the purposes of the Tuition Support Plan:**
 - (a) "Dependent Children" are natural, step, common-law or adopted children or wards under 25 years of age. A dependent child who is under 25 years of age as of August 31st in any year of application shall receive both installments, or will be eligible to receive both parts of the single payment (as the case may be), if they qualify for reimbursement that plan year.
 - (b) "Spouse" is a legal spouse or common-law spouse or partner.
 - (c) "Retiree" is a person who was a member of Queen's faculty, who served continuously for a period of ten (10) years or more, and who has retired from Queen's University.
 - (d) "Recognized university or college" is an institution that: in Canada is a member of Universities Canada (formerly AUCC), or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where (i) students undertake study outside Canada and the United States and no recognized accrediting bodies exist, or (ii) where students undertake study in discernibly high-quality non-university or college based programs, students shall apply to the Office of the University Registrar, who shall determine eligibility on a case-by-case basis.

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

***RE: Memorandum of Agreement with respect to the
Tuition Support Plan (Appendix N) for Adjunct Members***

WHEREAS Term Adjunct Members and Continuing Adjunct Members (individually, a "Member" and collectively "Adjuncts") may be disadvantaged in the application of the Tuition Support Plan set out in Appendix N of the Collective Agreement between Queen's and QUFA (the "Collective Agreement"), because of the Academic Terms in which they are teaching;

AND WHEREAS Queen's and QUFA (the "Parties") are determined to find a solution;

NOW, THEREFORE, the Parties agree that:

1. Effective May 1, 2018, applications under the Tuition Support Plan shall be processed for Adjuncts once per year in the Winter Term, even if the Member does not have an appointment in the Winter Term. The year, for the purposes of this MOA, will run from May 1 to April 30. Adjuncts will apply for tuition support on the Human Resources (Benefits) website.
2. Adjuncts who do not have a current appointment in the Winter Term should contact Human Resources in order to complete a manual application.
3. The tuition support available to spouses and dependent children of Term Adjunct Members shall be calculated according to Paragraph 2.1 of revised Appendix N to the Collective Agreement (attached). For clarity, the total number of courses and part-courses that a Term Adjunct Member has taught or will teach in the applicable year shall be divided by the Normal Teaching Load in their unit and converted into a percentage (the "Prorated Percentage"), on which tuition support entitlements shall be based.
4. The tuition support available to spouses and dependent children of Continuing Adjunct Members shall be calculated according to Paragraph 2.2 of revised Appendix N to the Collective Agreement. Where the spouse or dependent child of a Continuing Adjunct Member applies for tuition support in a given year, the Faculty Relations Office shall assess the Member's appointment for that year, during the Winter Term, and determine whether their Full Time Equivalent ("FTE") percentage exceeds the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member. If so, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Member's FTE

percentage. If the Member's FTE percentage does not exceed the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Prorated Percentage.

5. The maximum tuition support available to a spouse or dependent child of a Member shall not exceed \$3000.00 in a year, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be). In the case of students in part-time programs, the payment shall be further prorated based on the number of courses that constitute a full-time program at the relevant institution.
6. Where an eligible applicant is the spouse or dependent child of a Member, a single payment of tuition support shall be awarded as soon as possible in the Winter Term. The sum shall consist of two parts, namely: (a) \$2,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be); *plus* (b) a portion of the remaining balances of the fund, not to exceed \$1,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be).
7. If the Member applies and their spouse and/or dependent child is/are eligible for tuition support for a Spring or Summer course, such courses shall be reimbursed as part of the single payment awarded in the following Winter Term.
8. Appendix N shall be updated to reflect these changes and shall be included in the online version of the Collective Agreement on the Faculty Relations website. An amended version of Appendix N is attached hereto and forms a part of this MOA.
9. This MOA is without prejudice and without precedent to any and all future matters between the Parties except as expressly set out in this MOA.

Signed on behalf of Queen's University this 15 day of March, 2018.



Dan McKeown

Signed on behalf of QUFA this 15 day of March, 2018.



Elizabeth Hanson

APPENDIX N
TUITION SUPPORT PLAN

1. Members' spouses and dependent children shall be eligible for tuition support through a scholarship plan provided by the University with a total annual value of no more than \$671,198.00.

2. ~~2.~~ The scholarships can be applied to full-time or part-time undergraduate, graduate, and professional ~~programmeprogram~~s offered for credit at Queen's University or any other recognized university or college and shall be no more than \$3,000.00 per annum. In the case of students in part-time ~~programmeprogram~~s, the payment shall be prorated to the number of courses required for the full-time ~~programmeprogram~~ in that institution.

2.1 For spouses and dependent children of ~~Term Adjuncts~~ Members, ~~the tuition support will shall be~~ calculated once per year (i.e., May 1 – April 30). Tuition support for spouses and dependent children of Term Adjunct Members shall be calculated according to the total number of courses ~~and~~ part-courses ~~that the Member~~ has taught or will teach in the applicable year, as a percentage of the Normal Teaching Load (~~“(NTL)”~~) in his/~~her~~their Unit. ~~— (the “Prorated Percentage”). NTL is expressed as a number of Full Course Equivalents (“FCE”) taught per year.~~ The following scenarios serve to illustrate this rule:

- In Units with an NTL of 2.5 FCE/yr, the tuition support will be ~~pre-rated~~prorated to twenty (20) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of 2.0 FCE/yr, the tuition support will be ~~pre-rated~~prorated to twenty-five (25) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.
- In Units with an NTL of 1.5 FCE/yr, the tuition support will be ~~pre-rated~~prorated to thirty-three (33.33) percent of the full per-annum entitlement for each half (0.5) course (or equivalent) the Member teaches in that year.

2.2 For spouses and dependent children of Continuing Adjunct Members, the tuition support entitlement ~~will shall~~ be prorated based on the greater of either: (a) the Member's entitlement ~~prorated to their his/her Full Time Equivalent (“FTE%”, or the Member's entitlement”), expressed as a percentage and (b) the Prorated Percentage that would apply to the Member if he/she/they were a Term Adjunct Member.~~

Where the spouse or dependent child of a Continuing Adjunct Member applies for tuition support in a given year, the Faculty Relations Office shall assess the Member's appointment for that year, during the Winter Term, and determine whether their Full Time Equivalent (“FTE”) percentage exceeds the Prorated Percentage that would apply to the Member if they were a Term Adjunct Member. If so, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Member's FTE percentage. If the Member's FTE percentage does not exceed the Prorated Percentage that would apply to the Member if

APPENDIX N
TUITION SUPPORT PLAN

they were a Term Adjunct Member, the Faculty Relations Office shall advise Human Resources that tuition support entitlements shall be based on the Prorated Percentage.

2.3 The maximum tuition support available to a spouse or dependent child of Adjuncts shall not exceed \$3000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be). In the case of students in part-time program programs, the payment shall be further prorated based on the number of courses required to constitute a full-time program at that institution.

3. To be eligible for tuition support, the prospective student must meet the admission requirements of the program program and maintain academic standing at the institution at which it is offered.

Awards will be made to the spouse and/or dependent children of a Member in two installments, ~~other than with respect to Adjuncts as per paragraph 2.1 and 2.2.~~

except where the Member is an adjunct

4.1 An Except where an eligible applicant is the spouse or dependent child of Adjuncts, an initial sum of \$2,000.00 in tuition support shall be awarded as soon as possible in the Fall term Term, upon confirmation of registration. A second installment shall be made in the Winter term Term after the remaining balances of the fund have been calculated and prorated among the number of applicants. This sum shall not exceed \$1,000.00 per applicant. Students

Where an eligible applicant is the spouse or dependent child of Adjuncts, a single payment of tuition support shall be awarded as soon as possible in the Winter Term. The payment may be the sum of two amounts, namely: (a) \$2,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be) if the spouse or dependent child is confirmed to be attending for one term; plus (b) a portion of the remaining balances of the fund, not to exceed \$1,000.00, multiplied by the Member's Prorated Percentage or FTE percentage (as the case may be) if the spouse or dependent child is confirmed to be attending a recognized university or college in a second term.

Awards will be made to the student once per year provided that the student has confirmed registration for each term.

In all cases, students shall be required to provide proof of continuing standing in a recognized university or college.

4.2 An eligible applicant attending a Spring or Summer course shall be reimbursed for this session with the first installment. If the eligible applicant is the spouse or dependent child of Adjuncts, Spring or Summer courses shall be reimbursed as part of the single payment awarded in the following Winter Term.

APPENDIX N
TUITION SUPPORT PLAN

4.3 Applicants ~~Except where an eligible applicant is the spouse or dependent child of Adjuncts and receives a single payment during the Winter Term, applicants~~ who are attending an institution where the first term begins during ~~Queen's~~the Winter ~~term~~Term shall receive an amount equivalent to the first installment (\$2,000.00) for this term. -The amount paid for the second term shall be the amount calculated for the ~~Queen's~~-Winter ~~term~~Term (up to a maximum of \$1,000.00).

For Term Adjunct Members who do not have an appointment in the Winter Term, applications should be submitted manually by contacting Human Resources directly.

5. Applicants shall provide all documentation required to administer the Plan, including submission of a completed application on or before the deadlines established by the University.

6. In the event that the value of eligible applications is less than the total amount available, the surplus shall be carried forward and added to the fund for the following Academic Year.- If the eligible applications exceed the total amount available per year, the fund will be reviewed and amounts will be ~~pre-rated~~prorated based on the number of eligible applications. Where monies are returned to the fund after the monies have been distributed, these also shall be carried forward to the following Academic Year.- The University shall apprise the Association annually of the number and amounts of scholarships distributed and of the method of and reasons for the distribution process so that the Association may advise its Members.

7. The spouses and dependent children of Members who are on leave, receiving Long Term Disability benefits, retired, ~~and or~~ who have died in service are eligible for tuition assistance under this plan.

8. If both parents of a dependent child are employed by the University, and each is covered under the Tuition Support Plan or a similar plan, it is acknowledged that, in respect of that dependent child, the University will award only one scholarship per dependent child.

9. **Definitions for the purposes of the Tuition Support Plan:**

(a) "Dependent Children" are natural, step, common-law or adopted children or wards under 25 years of age. A ~~Dependent~~dependent child who is under ~~the age of~~ 25 years of age as of August 31st in any year of application shall receive both installments, or will be eligible to receive both parts of the single payment (as the case may be), if they qualify for reimbursement that plan year.

(b) "Spouse" is a legal spouse or common-law spouse or partner.

(c) "Retiree" is a person who was a member of Queen's faculty, who served continuously for a period of ten (10) years or more, and who has retired from Queen's University.

- (d) "Recognized university or college" is an institution that: in Canada is a member of Universities Canada (formerly AUCC), or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where (i) students undertake study outside Canada and the United States and no recognized accrediting bodies exist, or (ii) where students undertake study in discernibly high-quality non-university or college based ~~programme~~programs, students shall apply to the Office of the University Registrar, who shall determine eligibility on a case-by-case basis.