

U1: UNION PROPOSALS | USW LOCAL 2010

Proposed: December 6, 2018

FOR THE AMENDMENT AND RENEWAL OF THE
COLLECTIVE AGREEMENT BETWEEN:

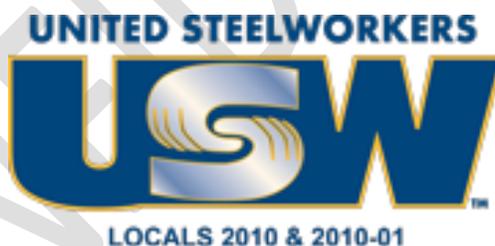
QUEEN'S UNIVERSITY

-AND-

UNITED STEELWORKERS

(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

ON BEHALF OF USW, LOCAL 2010, SUPPORT STAFF



These proposals are presented without prejudice to the interpretation of any of the existing clauses in the collective agreement.

The Union reserves the right to add to, amend, delete, withdraw or modify these proposals at any stage of the bargaining process. This includes the right to address any and/or all necessary housekeeping changes that may be required.

The Union also reserves the right to submit monetary proposals of any and all types during the latter part of negotiations, and at such time(s) as the parties agree to do so.

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General

1. Change “she/he” to “**they**” throughout the collective agreement.
2. Change “her/his” to “**their**” throughout the collective agreement.

Cover Page of the Collective Agreement

Effective date of renewed Collective Agreement to be revised – see Article 33.01 (Term of Agreement).

Article 1 – Purpose of Agreement

- 1.01 The general purpose of this Agreement is to:
- (a) secure the benefits of collective bargaining;
 - (b) provide a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement; and,
 - (c) set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.
- 1.02 **In this Agreement, Aboriginal peoples are considered to be persons who are First Nations, Inuit or Metis and who identify themselves as such to the Employer.**

Article 4 – Union Dues

- 4.02 All such dues, fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box **9083** Postal Station ‘A’, Toronto Ontario **M5L 1K1** in such form as shall be directed by the Union to the University along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the USW Area Coordinator.

Article 8 – Union Representation

Release time for Elected Local Representatives

8.11 President:

- (a) The University will grant 100% release time to the Local President in order that she/he may conduct business on behalf of the Local Union. **The President's salary shall be set at the highest grade and step as per Appendix G (Salary Grid).** ~~The Union will reimburse the University will cover 100% for 50%~~ of the cost of the total compensation. ~~associated with the Local President's release time on or before the 15th of the month preceding the employee's pay date~~ The University will provide the Union with a **monthly report, detailing the total compensation costs** ~~invoice for the amount to be paid on or before the first of the month.~~ **For the purposes of clarity, total compensation includes all earnings, statutory deductions, pension and benefit entitlements. Service and seniority will continue to accrue on such leave, including all other service related entitlements.**

Vice-President:

- (b) **The University will grant 100% release time to the Local Vice-President in order that she/he may conduct business on behalf of the Union. The Vice-President's salary shall be set by the Union and mapped to Appendix G (Salary Grid). The University will cover 100% of the cost of the total compensation. The University will provide the Union with a monthly report, detailing the total compensation costs on or before the first of the month. For the purposes of clarity, total compensation includes all earnings, statutory deductions, pension and benefit entitlements. Service and seniority will continue to accrue on such leave, including all other service related entitlements.**

Union Leave

8.12 ~~Provided the leave will not unduly interfere with operations,~~ **The University will grant a leave of absence without pay for up to 3 years for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least 2 months prior to the commencement of the requested leave. Consecutive leaves will continue to be granted by the University and requests must be submitted in writing at least 2 months prior to the scheduled end of the current leave. ~~The University may grant an extension of the leave; an extension request must be submitted in writing at least 2 months prior to the scheduled end of the current leave. Provided the extension will not unduly interfere with operations, extension requests will not be unreasonably denied.~~ Service and seniority will continue to accrue on such leave, including all other service related entitlements.**

8.13 Employees on such leave of absence will continue to be paid by the University so long as the Union pays the University monthly, for the cost of the employee's total compensation **as set by the Union and mapped to the Appendix G (Salary Grid)** on or before the 15th of the month preceding the employee's pay date. The University must first provide the Union an invoice for the amount to be paid on or before the first of the month.

8.14 (a) The employee will be entitled to return to her/his position at the expiry of the leave. If, during the employee's leave, the employee's position is declared redundant, she/he will be placed in the redeployment pool in accordance with Article 18 upon the expiry of her/his leave.

(b) In the event that employee voluntarily ends their leave during the first 12, months of the leave, they will return to their former position at the University. If the position is declared redundant during their leave, they will be placed in the redeployment pool in accordance with Article 18. The provisions outlined in Article 18.35(a) and (b) of the collective agreement shall apply. The Parties agree that the University will be responsible for all of the costs associated with the employee's advanced notice of layoff, pay in lieu of notice, and enhanced or regular severance if applicable, if they have not been successfully redeployed.

(c) In the event the employee ends their leave (e.g. not re-elected or chooses not to reoffer), they will return to their former position at the University at the expiry of their leave. If the position is declared redundant during their leave, they will be placed in the redeployment pool in accordance with Article 18 upon the expiry of their leave. The provisions outlined in Article 18.35(a) and (b) of the collective agreement shall apply. The Parties agree that the University will be responsible for all of the costs associated with the employee's advanced notice of layoff, pay in lieu of notice, and enhanced or regular severance if applicable, if they have not been successfully redeployed.

(d) Further to point (c) above, if the incumbent covering for the employee on leave holds a term appointment, it will be deemed a continuing appointment and the incumbent will be entitled to all layoff provisions in accordance with Articles 18.15 to 18.35 and 18.37 respectively. If the incumbent holds a continuing appointment upon expiry of the employee's leave, they will be placed in the redeployment pool for 26 weeks of paid notice regardless of length of service to the University. The incumbent holding the continuing appointment will also receive all other entitlements in accordance with Article 18. The Parties agree that the University will be responsible for all of the costs associated with advanced notice of layoff, pay in lieu of notice, and enhanced or regular severance if applicable, if they have not been successfully redeployed.

(e) In the event the employee's position at the University is declared redundant but they remain an elected or re-elected official, the University will continue to grant Union Leave(s) until such time that the employee is no longer an elected official or decides not to reoffer for an elected position within the Union. The University will maintain a position number on the PeopleSoft System to facilitate the employee's Union Leave(s), and total compensation will be maintained as per Article 8.13 above.

~~8.15 Upon expiry of the Union Leave, the employee will be provided with position specific upgrading and/or required training provided to the individual temporarily covering the leave during the employee's temporary absence on Union Leave.~~

8.156 Employees on a Union Leave shall be entitled to apply for positions that are posted in the bargaining unit during their leave. If the employee is the successful applicant for the posting **but wishes to remain on full time Union Leave, the new position will be back-filled with a temporary incumbent from the same applicant pool as per Article 18.11 (d).** If the employee accepts another position at the University and chooses to leave their Union position and return to the

University, they will provide the Union with appropriate notice and the leave shall come to an end at that time. ~~and if she/he accepts the position, the employee will be required to assume the position on the stated commencement date of the appointment and the Leave shall come to an end at that time.~~

8.16 Upon expiry of the Union Leave, the employee will be provided with position-specific upgrading and/or required training provided to the individual temporarily covering the leave during the employee's temporary absence on Union Leave.

8.17 Where the ratification vote is held during a Bargaining Unit members regular working hours the Bargaining Unit member will be granted one and one half (1.5) hours including travel time to attend the ratification vote without loss of wages. Where more than one session is held during the employee's regular working hours, the manager/designate may determine which session the employee attends based on operational requirements.

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Article 11 – Grievance Process

Informal Resolutions Stage

- 11.03 It is agreed by the Parties that an employee may not file a grievance until she/he, either directly or through the Union, has first given her/his Manager an opportunity to address the issue or complaint. An employee, upon her/his request, may be accompanied by a Union steward in such a meeting.
- 11.04 (a) This Informal Resolution Stage must be initiated within 15 business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.
- (b) Alternatively, the Union may raise the issue on behalf of the employee, in which case the Union will raise the issue or complaint directly with an Employee/Labour Relations Advisor within 15 business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.
- 11.05 If the issue or complaint is not resolved **in writing** within 5 business days after it has been brought to the attention of the employee's Manager or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:
- 11.06 **Step 1: The aggrieved employee (the "grievor"), or a Union Representative/Steward on the grievor's behalf, may submit a written grievance to the manager of the Department or their equivalent in the organizational unit involved within 10 business days of the date the Informal Resolution Stage response was provided.** ~~The aggrieved employee (the "grievor"), or a Union representative/steward on the grievor's behalf, may submit a written grievance to the Department Head/designate.~~ The grievance should outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a Union representative/steward if available. The Department Head/designate will provide the grievor and the Union with a written response within 10 business days after the grievance was submitted.

Article 12 – Discipline and Discharge

- 12.04 When the University is considering disciplining an employee, the University will meet with the employee and a Union representative unless the employee waives **their her/his** right to have a Union representative present. The University will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within 10 business days of this meeting the University will advise the employee of its ~~disciplinary~~ decision **in-person with the employee's Union representative if so requested**. If the University requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.
- 12.05 Any **coaching or** discipline that may be imposed on an employee will subsequently be confirmed in writing to the employee and a copy will be sent to the Union. Should the employee wish to respond in writing to the **coaching or** discipline, **their her/his** reply will also become part of **their her/his** personnel file.
- 12.06 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within 3 business days, such reason(s) will be confirmed in writing to the employee and the Union.
- 12.07 When making a disciplinary decision, the University will not consider any prior discipline, **including coaching letters** after the employee has worked for ~~128~~ months during which there has not been subsequent discipline imposed. At the request of an employee, all such prior **disciplinary and coaching** records, **as well as employee rebuttals (as per Article 12.05 above)**, will be removed from **their her/his** personnel file.
- 12.08 Where there is a claim of harassment or discrimination and the University decides to remove an employee from the workplace pending its investigation of the claim, the University shall continue the employee's wages and benefits during the investigation period.

Note RE: Coaching Letters:

Subject to agreement and ratification of this Article, within 180 days of ratification any employee who meets the eligibility of the sunset clause as per Article 12.07 above may make arrangements with Central HR to have such coaching and/or disciplines letters removed from their official file.

Article 16 – No Harassment of Discrimination

- 16.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present, in the Union.
- 16.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, the University's ***Interim Workplace Harassment & Discrimination Policy*** ~~*Harassment and Discrimination Policy*~~, or the *Occupational Health and Safety Act*.
- 16.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome. It includes objectionable acts, comments, or displays that demean, belittle, **isolate** or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 16.04 Harassment is not properly discharged managerial responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.
- 16.05 Discrimination is an action or a decision that treats a person or a group negatively. There shall be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment under this agreement, including but not limited to, salary, appointment, promotion, termination of employment, lay-off, and all type of leaves. Further, there shall be no discrimination by reason of race, national or ethnic origin, ancestry, place of birth, citizenship, colour, creed, political or religious affiliation or belief, age, sex, sexual orientation, gender expression and/or identity, physical attributes, marital status, spousal status, family status, physical or mental ill-health, illness or disability, a conviction for which a pardon has been granted or a record suspended, or membership or participation in the Union.**
- 16.065 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 16.076 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.
- 16.087 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner; therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific

circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

16.098 The parties agree that the preferred method of handling complaints is to follow the procedures established by the University's Human Resources Department.

16.109 Alternatively, any allegation of discrimination or harassment in the workplace, including an allegation of *Code*-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this Agreement.

16.110 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's ***Interim Workplace Harassment & Discrimination Policy*** ~~*Harassment and Discrimination Policy*~~, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.

Housekeeping:

Renumber remaining sections in Article 16.

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Article 17 – Health and Safety

- 17.07 An employee who is required by the Employer to wear safety footwear on the job will receive, upon presentation of a receipt therefor, reimbursement up to ~~\$200~~ ~~180.00~~ per calendar year for the purchase of approved safety footwear. Safety footwear must comply with the University's Standard Operating Procedure regarding "Foot Protection," and be in serviceable condition as determined by the employee's Manager.
- 17.08 If asked by a pregnant employee to request a workplace assessment in relation to her pregnancy, the employee's Manager will submit an assessment request to the Department of Environmental Health and Safety. When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the University will arrange reasonable accommodation.

Domestic and Family Violence Leave and Support

- 17.09 **The Employer and the Union recognize that employees who are the victims of domestic and family violence sometimes face situations of violence and/or abuse in their personal life that may have impact on their work life, that may affect their attendance and performance at work, and that may require accommodation from the Employer. The Employer will protect the employee from adverse action or discrimination on the basis of the disclosure of their experience, or perceived experience, of domestic and/or family violence.**
- 17.10 **In recognition of the above, the Employer agrees that it shall grant an employee paid leave from their position for domestic and family violence without loss of seniority, for up to 12 weeks for attendance at appointments, attending legal proceedings and any other related activities. In addition to 12 weeks of paid leave, the employee shall also be entitled to up to 12 weeks of unpaid leave from their position. During the 12 weeks of unpaid leave, the Employer will maintain enrolment and contribution of pension and benefits for the employee. Employees shall be eligible for the above leaves in each calendar year.**
- 17.11 **In each calendar year, the Employer shall grant each employee unpaid leave from their position for domestic violence and family violence, without loss of seniority, for up to 1 year. In the event that the Employee applies for EI benefits, the Employer will provide an ROE, marked K (Other).**
- 17.12 **The Employer acknowledges that the employee may not be able to request the time off with much notice and without prior approval. These leaves will be awarded in addition to existing leave entitlements such as vacation, lieu time, supported short-term sick leave, and may be taken as consecutive days, single days, or as a fraction of a day, and without prior approval.**
- 17.13 (a) **The Employer and the Union recognize that domestic and family violence situations are highly sensitive and should only disclose information on a "need to know" basis to other University employees who may need to be apprised. To that end, the Employee will not be required to provide proof of circumstances.**
- (b) **The Employer will provide the Union with access to employee provided information, should the employee request Union representation.**

- 17.14** The Employer and the Union will ensure that no disciplinary action is taken if the employee's performance or attendance at work suffers as a result of being the victim of domestic and family violence.
- 17.15** In collaboration with the Union the Employer will approve requests for accommodation from the employee who is a victim of domestic and family violence which may include but is not limited to the following:
- a) Counselling and referral to appropriate support services for the employee;
 - b) A change to their telephone number, email address, and call screening to avoid harassing conduct;
 - c) Changes to their working hours, shift patterns, duties or reduced workload;
 - d) Jointly with the Union, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
 - e) Job transfer to another department (or location);
 - f) Change of direct deposit/banking information and/or advance of pay, including utilization of off-cycle cheques without cost to the employee;
 - g) Or other accommodation(s) as may be required.
- 17.16** The Employer will provide paid time off work and appropriate training for designated support roles, both for the Employer and the Union (including Union health and safety representatives).

Article 18 – Probationary Period, Seniority, Posting, Layoff and Redeployment

Posting Not Required

- 18.11 (a) Term appointments renewed following ratification of this Agreement shall first be offered to the incumbent if she/he has the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.
- (b) The University is not required to post a position if the successful candidate rescinds her/his acceptance of the employment offer at any time within 2 weeks prior to the scheduled start date. The University will reconsider the applicant pool from which the successful candidate was selected.
- (c) The University may, without posting:
- ~~(i) Fill a vacancy associated with a pregnancy or parental leave, including vacation time taken contiguously.~~
 - (i) Fill any other vacancy for a temporary period of less than ~~6~~**12** months. **The University will provide the Union with a copy of the appointment letter for the temporary vacancy.**
 - (ii) **Prior to the end of the temporary vacancy, the University will inform the Union of when the vacancy will be posted under Article 18.07. One request for extension by the University will not be unreasonably denied by the Union.**

Layoff

- 18.15 (a) (i) **Housekeeping:**
Declaring a temporary layoff; Pursuant to Article ~~18.23~~ **18.22**, a temporary layoff...

Organizational Change

- 18.21 Where, as a result of organizational change, 1 or more employees within a Department have received a layoff notice and a new position(s), at the same salary grade or a lower salary grade, is established, before being posted under Article 18.12 the new position(s) in the Department and any subsequent vacancies created in the Department will first be available to eligible employee(s) in the Department who have received a layoff notice and who apply for the positions(s) **and shall not be subject to testing requirements.** Where a new position(s), at a higher salary grade, is established, before being posted under Article 18.12, the new position(s) will first be posted internally within the Department.

Indefinite Layoff and Redeployment

18.26

- (a) An employee who is subject to indefinite layoff, which includes a reduction of hours of a position by 20% or more for an indefinite period, will receive advance notice of the layoff, pay in lieu of notice, or combination thereof, in accordance with the following:

Completed Years of Continuous Service as at Date of Layoff Notice	Weeks of Notice
During probationary period	3
Completed probationary period but less than 4	8
4 but less than 5	10
5 but less than 10	12
10	16
11	17
12	18
13	19
14	20
15	21
16	22
17	23
18	24
19	25
20 or more	26

- (b) **An employee who has received advance notice of the layoff that encompasses the Christmas Closing as outlined in Article 21.08, will be granted 1 additional week of redeployment with pay.**

18.27 The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which written notice of layoff is delivered by registered mail to the employee's address on file with Human Resources, whichever is earlier.

- (a) if an employee is on pregnancy ~~maternity leave~~, or parental leave, **Union leave, career development leave, or Domestic and Family Violence leave**, the notice period and entry into the redeployment pool will begin on the date the employee is scheduled to return to work from such leave;
- (b) if an employee is on WSIB or LTD leave, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
- (c) if an employee is on short term sick leave, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave.

Redeployment Assistance

- 18.37 (a) Redeployment assistance may be made available to employees in the redeployment pool. When an employee so requests, Human Resources will assist an employee who has been placed for redeployment pursuant to Article 18.29 to identify appropriate opportunities to facilitate the employee's transition into the position. "Appropriate opportunities" means practical familiarization and/or technical training available through Information Technology Services and/or Human Resources in the Employee Development Centre.
- (b) The University will provide a mechanism to allow Employees to access career development opportunities during the notice period.
- (c) For Employees on non-working notice, the Employer will maintain the employee's NetID including access to career development opportunities such as, but not limited to, MyHR, Learning Catalogue, Lynda.com, and CareerQ (internal applicant portal).**

Article 19 – Workload

Delete current 19.01 and replace with new 19.01 to 19.03 as follows:

~~19.01 The University encourages regular discussion between employees and managers regarding workload and priorities. This includes discussion about resources, advice and support to allow employees to manage their workload.~~

19.01 The University will manage workloads in accordance with the following principles:

- a) **Workloads will be allocated in a fair and equitable manner.**
- b) **Workloads will be allocated with regard to the University's duty to care for, and protect the health and welfare of, including legislative occupational health and safety obligations, staff in relation to the performance of their duties.**
- c) **Each staff member is entitled to a reasonable workload. In particular, the allocation of work to a staff member will:**
 - i. **be consistent with the staff member's level of appointment, percentage of FTE and manageable within ordinary hours of work; and,**
 - ii. **recognize the importance of maintaining an appropriate balance between work and personal life.**
- d) **Consistent with operational requirements and at the staff member's request, workloads may be subject to reasonable adjustment to address work/life balance.**
- e) **Supervisors and managers will ensure that all staff have the necessary resources, advice and support to adequately manage their workload.**
- f) **Planning for workloads will include collegial discussion and fair and proper consideration of workload implications.**
- g) **Staff members and supervisors should ensure that workloads are managed such that leave entitlements are taken in a timely manner to ensure adequate breaks from work.**

19.02 The University encourages regular discussion between staff and supervisors regarding workload and priorities.

19.03 The University will ensure that supervisors are aware of their responsibilities in managing workloads and are aware of the workload management principles in this Agreement.

Article 20 – Hours of Work and Overtime

Schedule Changes

20.05

- (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide 10 business days' written notice except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so. The University may utilize this clause a maximum of 10 days per calendar year, per employee. The employee may agree, in writing, to the University utilizing this clause in excess of 10 days per calendar year for purposes such as attendance at conferences, seminars, and for training purposes.
- (b) The Parties acknowledge that for certain positions normal hours of work may vary on a regular basis **and shall be outlined in the employee's appointment letter. These positions and will not be subject to (a) above. For clarity, the provisions of Article 20.21 will apply for any hours worked in excess 7 hours per day, and/or work done on a Saturday or Sunday.**

Additional Hours of Work and Overtime

20.16 The Parties recognize that the University's operations may require part-time employees to perform additional hours of work and/or for full-time employees to work overtime. To the extent feasible, additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work and/or overtime, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work and/or the overtime assignment. **For clarity, 20.05 (b) is not meant to vacate this provision and employees shall be compensated for applicable overtime.**

Shift Differential

20.26 Employees whose hours of work regularly begin at 4:00 p.m. or later shall receive a shift premium of **\$0.80** ~~\$0.45~~ per hour.

20.27 Employees whose hours of work regularly begin at midnight or later shall receive a shift premium of **\$0.85** ~~\$0.50~~ per hour.

Weekend Premium

20.28 Employees required to work on weekends shall receive a premium of **\$0.85** ~~\$0.50~~ per hour for all scheduled hours of work on Saturdays and **\$1.90** ~~\$1.55~~ per hour for all scheduled hours of work on Sundays.

Article 21 – Paid Holidays

21.01 Remembrance Day is not a paid holiday. However, an employee who wishes to attend one of Queen's Remembrance Day services during work hours will be allowed sufficient paid time to do so with the approval of her/his Manager/designate. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Remembrance Day service will be given sufficient time, up to a maximum of 4 hours, to do so, with the first hour as paid time; the employee must request leave from her/his Department Head/designate a minimum of 2 weeks in advance of November 11th.

21.02 (a) Employees will not normally be scheduled to work on the following holidays:

New Year's Day*
Family Day
Good Friday
Victoria Day
National Aboriginal Day (June 21)
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day*
Boxing Day*

(* pay for work on Christmas Day, Boxing Day and New Year's Day is addressed below under "Christmas Closing").

(b) **Employees who require absence from work for the purpose of religious observance shall receive a day off with pay (Floating Day) at their regular rate of pay. The day received for the religious holiday proclaimed must be identified by the Province of Ontario's "Schedule of Religious Holidays Requiring Absence from Work for Observance". In addition, and without limiting the generality of the foregoing, for aboriginal employees, the Winter Solstice (December 21) and the National Aboriginal Day (June 21) are deemed to be religious holidays requiring absence from work.**

The employee has the following options:

- i. **The employee may use their Floating Day and/or banked lieu time for the proclaimed religious holiday(s).**
- ii. **The Supervisor and employee may agree upon a modified work schedule which accommodates the religious holiday (i.e. work another day not otherwise scheduled for the employee). Agreement shall not be unreasonably denied.**

Approval will be granted except in cases where it is not operationally practical to do so. An employee making use of this provision shall not be required to work on any of their declared holidays unless there is an emergency or the employee consents, upon request. When the religious holiday falls on a Saturday or Sunday, accommodation for the religious holiday is necessary only if these days fall upon a scheduled work day.

Article 22 – Vacations

Housekeeping:

Insert details from previously executed *Memorandum of Agreement RE: Vacation Changes*. This captures the changes to an annualized vacation entitlement converting from a July accrual date to a January date. This change became effective for Steelworkers during the term of the 2015-2018 Collective Agreement.

Article 23 – Leaves of Absence

Compassionate Leave

23.04 Important or unusual circumstances may make it necessary for an employee to be absent from work for ~~short~~ periods of time. An employee may request leave due to a ~~sudden~~ serious illness in the employee's ~~household~~ **immediate family**, a medical or dental appointment or other such infrequent emergency. If granted, such leave will be without loss of pay. Each situation will be decided by the Department Head/designate and in doing so she/he will not act in a manner that is arbitrary, discriminatory or in bad faith.

Cultural, Traditional and Ceremonial

23.05 **Provided that such leave will not interfere with operations, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue cultural, traditional and/or ceremonial activities (e.g. Aboriginal and/or non-Christian observances). These days may be taken as half or full days. The Employee may use lieu time from their overtime bank at their discretion. Such leave requests are subject to the approval of the Department Head/designate and will not be unreasonably denied. This leave shall not be carried over.**

Medical Appointments

23.065 A request for leave for a scheduled medical appointment (*e.g.* doctor's or dentist's appointments) **when possible must should** be made at least 2 business days prior to the appointment. **Requests for medical appointments will be approved without loss of pay.**

Elections

23.076 An employee who is a candidate in a Provincial, ~~or~~ Federal **or Aboriginal** election will, on request to her/his Department Head/designate, be granted leave of absence without pay during the campaign period and, if elected, during 1 term in office.

23.087 The recommended length of unpaid leaves of absence for campaign purposes are as follows:

- (a) for election to either the Parliament of Canada, or the Provincial Legislature, leave for the equivalent of up to 30 days;
- (b) for election to Municipal, Regional or County Office, leave for the equivalent of up to 10 days, depending on the nature of the office being sought;
- (c) **for election to a position within an Aboriginal Office, leave for the equivalent of up to 30 days.**

Family Leave

Amend current Articles 23.12 to 23.17 inclusive RE: legislative changes to Maternity/Parental Leaves and reduced E.I wait period.

Housekeeping:

Renumber remaining sections in Article 23.

Article 24 – Sick Leave

Housekeeping:

24.03 Employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences, if any, through attendance management. With respect to probationary employees paid time off for incidental absences during ~~the probationary period~~ **the first 3 months of employment** shall not exceed a total of 3 working days.

Article 26 – Humanity Fund

26.01 The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.

26.02

(a) The University agrees to deduct on a monthly basis, prior to the fifteenth day of the month following the deduction, the amount of \$0.023 per hour from the wages of employees in the bargaining unit for all compensated hours, to pay the amount so deducted to the Humanity Fund and to forward such payment either by electronic bank transfer or to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

~~(b) Effective the second year of this agreement, an additional \$0.01 per hour will be deducted from the wages of employees in the bargaining unit. The Union agrees to notify their members in writing 30 days prior to the implementation of the Humanity Fund increase.~~

26.03 It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee or may be added at any time following the receipt by the Employer and the Local Union of that employee's written statement of her/his desire to discontinue or begin such deductions from her/his pay.

26.04 The Employer agrees to report the amount of the employee contribution on the employee's annual T4 as a charitable contribution.

Article 30 – Compensation

- 30.01 Positions will be evaluated or re-evaluated by Human Resources and the results will be used to determine the appropriate pay grade.
- 30.02 The Salary Grid (**Appendix G**) applicable to employees in the bargaining unit represents full-time equivalent salaries for a regular 35-hour work week. Salaries will be pro-rated for part-time appointments and will be adjusted proportionately for employees who have a regular work week of 37.5 hours or 40 hours.

Market Adjustment

- 30.05 (a) In the event that ~~the University determines that~~ anomalous market circumstance(s) exist such that ~~there is~~ it is experiencing difficulty in attracting and/or retaining employees in a specific job or that a particular skill set is in demand, ~~the University~~ **it may will** conduct a market analysis **within 90 days** and ~~will may~~ adjust an employee's base salary by adding a market adjustment factor consistent with market conditions **retro active to the date of submission of the request. Where a market adjustment analysis is completed, the data will be shared with the employees and the Union. Where a market adjustment factor exceeds 30.06 (b) (ii) the greater of the two shall be applied.**
- (b) In the event that the market condition(s) change, with the effect that continuing the adjustment is no longer warranted, the University may adjust down or discontinue the payment of the market adjustment factor, upon providing 30 days' notice to the Union and to any employee in receipt of the adjustment.

Article 31 – Benefits

- 31.01 The University shall continue to make available to the employees the plans as outlined below. These plans shall be administered in accordance with the policies and procedures established by the University and/or the Insurer. Should it intend to amend or change any of the said plans the Employer will **not change these entitlements during the term of this Agreement without the Union's agreement.** ~~discuss such amendments or changes with the Union.~~
- 31.03 Long Term Disability Income Plan (premiums are 100% paid by the employee):
- (a) Employees hired by the University on or after the date of ratification will be required to enrol in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member is placed on LTD her/his position will be held for a period of up to 3 years.
 - (b) Employees age 65 and over are not eligible for coverage under this plan, so an employee ~~will be may~~ withdrawn from enrolment in the LTD plan 6 months prior to ~~their her/his~~ 65th birthday. **Any LTD deductions made during this 6 month period before the employee reaches 65 shall be reimbursed to the employee by the employer in a timely manner.**
 - (c) The Union will be notified by the University when LTD application documents have been sent to an employee.

Article 33 – Term of Agreement

- 33.01 This Agreement shall be effective from January 1, 2019~~5~~ and shall continue in effect up to and including December 31, 20~~19~~**XX**, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend the Agreement.
- 33.02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 33.01, such negotiations shall commence within 15 days thereafter or such other date as the parties may mutually agree.
- 33.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on January 1, 2019~~5~~, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

New Article 34 – Job Evaluation and Pay Equity

Housekeeping:

Portions of Letter of Understanding dated June 1, 2018 on Job Evaluation and Pay Equity to form this new article RE: process, maintenance, etc.

APPENDIX A: Tuition Support Plan

Plan:

11. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

Appeals

Appeals shall be heard and adjudicated by the Union.

Housekeeping: Parties may need to review Appeals form currently being used by Bargaining Unit Members on the HR web site.

APPENDIX B: Tuition Assistance Program

The Tuition Assistance Program supports Queen's commitment to the development of employee skills and abilities. Departments are asked to endorse employees who wish to enrol in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

The Tuition Assistance Program is divided into two components - the Educational Development Fund which pays tuition fees for Queen's credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of ~~\$600~~ ~~400~~ per year) for work-related courses at other recognized educational institutions.

Professional Development Fund

Eligibility

All eligible employees, as previously defined under the 'Educational Development Fund,' are entitled to reimbursement of their tuition fees (to a maximum of ~~\$600~~ ~~400~~ per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending employees to such programs may pay these fees from their departmental budgets.

Access

Eligible employees will be reimbursed external tuition fees to a maximum of ~~\$600~~ **400** in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee. Release time from work to attend classes requires the written approval of the Department Head. Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

[APPENDIX D: Child Care Benefit Plan](#)

Plan:

Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof

- The nominal value of the fund established for this plan is ~~\$300,000~~ **250,000**. These funds will be available on July 1 of each year of this agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Tuition Support Plan as requested by the Union no later than April 15th. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims.
- The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds

Appeals

Appeals shall be heard and adjudicated by the Union.

Housekeeping: Parties may need to review Appeals form currently being used by Bargaining Unit Members on the HR web site.

[APPENDIX E: Child Care Benefit Plan: Before and/or After School Programs, School Professional Activity Days, or Summer Camps](#)

Plan:

- This is a taxable benefit.

Appeals

Appeals shall be heard and adjudicated by the Union.

Housekeeping: Parties may need to review Appeals form currently being used by Bargaining Unit Members on the HR web site.

New APPENDIX G: Salary Grid

- Create Appendix G; insert USW Local 2010 Salary Grid.
- Amend all references in the Collective Agreement for “Salary Grid” to “**Salary Grid (Appendix G)**” where applicable.

LETTER OF UNDERSTANDING: Central Heating Plant

2. Shift premium

- (a) Employees shall be paid a shift premium of ~~\$1.00 0-65~~ per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.
- (b) Employees shall be paid a shift premium of ~~\$1.05 0-70~~ per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

3. Weekend premiums

- (a) Employees shall receive a premium of ~~\$1.00 0-65~~ per hour for all scheduled hours of work on Saturday.
- (b) Employees shall receive a premium of ~~\$2.05 1-70~~ per hour for all scheduled hours of work on Sunday.

4. Overtime

- (a) For employees working 12-hour shifts, overtime will be averaged over a 4-week period. Overtime will be paid to the employee at the rate of 1.5 times the employee’s regular hourly rate, calculated by dividing the employee’s annual full-time equivalent salary by 2080, for all hours worked in excess of 168 hours during the 4-week averaging period.
- (b) An employee who works overtime on a scheduled day off will be paid at the rate of 1.5 times his regular hourly rate for each hour of overtime worked, except in the case where the employee works overtime on two consecutive scheduled days off; in that case the employee will be paid at the rate of 2 times his regular hourly rate for all hours worked on his second scheduled day off.
- (d) **Overtime earned over the 4-week averaging period, as per 4(a) above, shall not be reduced or discounted by any absence due to sick leave.**

7. Vacations

- (a) Vacations will be scheduled in blocks of one week or two weeks. In special circumstances and subject to operational efficiencies, vacation time may be requested in blocks of time that are less than 1 week. The Chief Engineer will consider and respond to such requests, which will not be unreasonably denied.
- (b) An employee shall submit her/his vacation request(s) in writing and shall receive a written response at least 8 weeks before the requested vacation date(s), provided that the vacation request was submitted with sufficient time to do so.

- (c) A summer vacation schedule shall be posted by June 1st each year, showing each employee's approved vacation time until the end of August.
- (d) While every effort will be made to honour approved vacation requests, the parties recognize that circumstances might arise subsequent to the approval that require vacation schedules to be adjusted, after discussion with the affected employee(s).

Housekeeping:

Insert Memorandum of Understanding RE: CHP Vacation Booking Details

10. Work Clothing

- (a) The University agrees to provide 4 sets (shirts and trousers) during each calendar year. The University has developed a listing of other clothing choices of equivalent value from which employees may choose substitutes in place of the 4 sets (shirts and trouser) listed above. Employees who receive such work clothing will wear that clothing while at work.
- (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of a receipt, up to ~~\$180.00~~ **\$200.00** per calendar year for the purchase of a pair of approved safety footwear.

[LETTERS OF UNDERSTANDING: Various](#)

Amend, re-sign and adjust dates (if applicable), for the following Letters of Understanding in the Collective Agreement:

- LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT
- LETTER OF UNDERSTANDING: FIRST SENIORITY LIST
- LETTER OF UNDERSTANDING: JOB EVALUATION
- LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT
- LETTER OF UNDERSTANDING: **POSITION RE-EVALUATION**
- LETTER OF UNDERSTANDING: **E.I. PREMIUM REDUCTION**
- LETTER OF UNDERSTANDING: SCHOOL OF ENGLISH
- LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS & ASSISTANT RESIDENCE LIFE COORDINATORS
- LETTER OF UNDERSTANDING: POSTING OF CONTINUING APPOINTMENTS
- LETTER OF UNDERSTANDING - ACTIVITIES OF WORKING GROUP ON JOB EVALUATION (WGJE)
[including Appendix A: Chart of Activities]

[New LETTER OF UNDERSTANDING: Job Evaluation \(dated June 1, 2018\)](#)

Housekeeping:

Insert Letter of Understanding RE: Job Evaluation, dated June 1, 2018 into this Collective Agreement.

New LETTER OF UNDERSTANDING: Employee Group Benefit Plan

- Pursuant to Articles 31.01 and 31.03 to 31.06 of the Collective Agreement and the global nature of the Benefits Plan, the Parties agree to the following changes to the existing benefit plan:

Benefit:	Current Plan Design Details:	Proposed Plan Design Details:
Prescription drugs	No pay-direct drug card	Introduce pay-direct drug card
	\$25 annual deductible	No change
	No generic substitution	Introduce generic substitution
	No dispensing fee maximum	Introduce dispensing fee maximum of \$10 per prescription
Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to \$300 per year per practitioner	No change
Paramedical (physiotherapist)	100% reimbursement up to \$55/initial visit and \$35/subsequent visits; no annual maximum	80% reimbursement up to \$500 per year; no per-visit maximum
Registered psychologist	No coverage	Introduce 100% reimbursement up to \$1,000 per year
Speech therapy	100% reimbursement up to \$1,000 per calendar year.	No change
Vision (eye examinations)	Up to \$75 every 24 months for QUFA/\$65 every 24 months for all other employee groups	Increase reimbursement to \$100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	\$250 every 24 months	Increase reimbursement to \$300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 5% per year (based on CPI)	COLA provision up to a maximum of 3% per year (based on CPI)

- All benefit coverage amounts not listed above (e.g. semi-private hospitalization, dental, basic life insurance) remain unchanged.
- The Employer may introduce additional, optional employee-paid benefits.
- The Parties will continue discussions pursuant to the ongoing joint review that began May 2016 and the proposed changes to the existing Benefits Plan. These discussions may include reaching agreement on procedures to allow employees to change enrollment status in optional benefits (“open enrollment periods”). Further, for employees employed prior to August 31, 2012 who had optional enrollment in the Long Term Disability Income Plan (LTD), the Parties will discuss an open enrollment period without medical requirements.
- Any changes to the Benefits provided under this Collective Agreement will require explicit agreement between the Parties.

New LETTER OF UNDERSTANDING: Clothing Allowance for Postal Services Unit

The University recognizes that Postal Services employees are walking an average of 14km per day to complete their daily tasks. The University agrees to provide the following work attire for each of the Postal Services Unit employees:

- 4 sets (shirts and trousers) during each calendar year;
- 1 winter jacket/outer ware every other calendar year; and
- 2 pairs of walking shoes during each calendar year.

The University has developed a listing of other clothing choices of equivalent value from which employees may choose substitutes in place of the 4 sets (shirts and trouser) listed above. Employees who receive such work clothing will wear that clothing while at work.

Postal Services employees who are required to wear safety footwear while at work, will upon presentation of a receipt, receive up to **\$200.00** per calendar year reimbursement for the purchase of a pair of approved safety footwear.

Pension Preamble

For close to a decade, the Steelworkers have been at the forefront of the movement to convert the University sector pensions into the first, freely negotiated, multi-employer, defined benefit, *Jointly Sponsored Pension Plan* (JSPP) called the **University Pension Plan (UPP)**. Our leadership has been unwavering and we have met the difficult challenges head-on. The Steelworkers were the first to propose a JSPP in any negotiations in the Province.

USW Local 2010 has worked closely with our USW Locals 1998 (University of Toronto) and USW Local 4120 (University of Guelph), as well as with QUFA and the other faculty associations (UTFA and UGFA).

Steelworkers are all too well aware of the attacks on defined benefit pension plans, not only across our province and country but around the world. In the private sector in Ontario, they have largely disappeared from the workplace.

Providing long-term sustainable retirement security that allows our members to retire with dignity on secure and stable pension income is our goal. Our Union is meeting that challenge and providing the leadership in the proposed move to the UPP.

As an Employer, Queen's faces many regulatory financial pressures to fund the Queen's Pension Plan (QPP). In addition to their required payments of \$27M to the pension plan, Queen's needs to contribute an additional \$19M to fund the going-concern and solvency deficits. Without the special relief measures the government has provided, those payments would jump to an estimated \$50M.

The conversion of the QPP to the UPP eliminates the solvency requirements for the Employer and saves an estimated \$19-\$50M.

While the Employer faces challenges, so do USW Local 2010 members in the proposed conversion. The new contribution rates under the UPP are higher than the QPP (by 2.3%). The increased contributions to the UPP provide a more stable, secure and uniform pension benefit than the hybrid Queen's Pension Plan. Under the UPP, members will assume 50% of the risk (for benefits earned under the UPP). At the same time however, the UPP will provide for joint governance and a higher defined benefit.

The Bargaining Committee has submitted the following proposals (see next page) as necessary to offset the increased costs and additional risks that our members face by converting to the UPP.

Further, our consent to convert to the UPP is contingent upon the successful agreement and ratification of the pension offsets sought, changes to the Deferred Wage System, as well as the Early Retirement Bridging Allowance requested and regular Wages.

New LETTER OF UNDERSTANDING: Early Retirement Bridging Allowance

See Pension Offsets and Early Retirement Bridging Allowance proposals below.

*Pension Offsets and Early Retirement Bridging Allowance

USW Local 2010 submits the following proposals as necessary to offset the increased costs and additional risks that our members will face in converting to the University Pension Plan (UPP).

1. Non-Monetary Offsets:

- i. All bargaining unit employees presently eligible to participate in the Queen's Pension Plan (QPP) shall participate in the University Pension Plan (UPP).

2. Monetary Offsets:

- i. Upon successful ratification of the UPP by the USW Members of the QPP, there shall be on July 1, 2021 (or the inception date of the UPP) a 2.3% across-the-board (ATB) increase at which time pension contributions shall be those established by the UPP.
- ii. If Point 2(i) above is agreed upon and ratified by USW Members, the Employer agrees to guarantee the ATB increase of 2.3% regardless of budgetary constraints that may or may not be imposed by the Provincial Government between now and July 1, 2021 and beyond.
- iii. Upon successful ratification of the UPP by the USW Members of the QPP, effective for any member of USW Local 2010 retiring on or after January 1, 2019 and up to and including June 30, 2021 (or the inception date of the UPP) the establishment of a Letter of Understanding: Early Retirement Bridging Allowance (LOU). The LOU will provide for an early retirement bridging allowance of \$14/month for each year of service to a maximum of 30 years of service paid from the age of 60 up to and including the month in which a member attains age 65.

Memorandum of Agreement: Pension Negotiations

The Parties agree to revisit the August 13, 2018 Memorandum of Agreement on Pension Negotiations.

*Wages

The Bargaining Committee has submitted wage proposals including our routine Step adjustments and Scale increases annually for the term of the next Collective Agreement.

*Deferred Wage System – Proposed Compressed Scaling

The Bargaining Committee has further proposed changes to the current Salary Grid reflecting a compression of Steps as follows:

- Compress each salary grade by 2 Steps, with the exception of grade 9 which would be compressed by 3 Steps. For the purposes of clarity, the revised Salary Grid would reflect:
 - Grades 2 and 3: reduced to 3 Steps
 - Grade 4: reduced to 5 Steps
 - Grades 5, 6, 7 and 8: reduced to 8 Steps
 - Grade 9: reduced to 10 Steps

**Our consent to convert to the University Pension Plan (UPP) is contingent upon the successful agreement and ratification of the Deferred Wage System as per above, including the Early Retirement Bridging Allowance, Wages, and Pension Offsets.*