

CONTRACT HIGHLIGHTS LOCAL 2010

- ✓ **Article 8 (Union Leave; Ability to Represent and Defend)**
- ✓ **Article 23 (Leaves of Absence; New Domestic or Sexual Violence Leave)**
- ✓ **New MOA: Recognition of Aboriginal Peoples**
- ✓ **LOU: Job Evaluation Project**
- ✓ **New Deferred Wage Grid**



As you know, bargaining with the Employer in the past has seen Steelworkers navigate through a typical 10-month timeline. With the ongoing University Pension Plan (UPP) negotiations and planning, our timeline for bargaining was compressed to 6-weeks to allow USW Local 2010 to bargain language, wages and pension offsets for our Members. All of this, amidst concerns surrounding the conservative Government of Ontario and how changes at the provincial level might affect Universities within the broader public sector.

Building on a warm alliance cultivated over the past few years during UPP negotiations, Steelworkers also collaborated very closely with our colleagues at the Queen's University Faculty Association (QUFA) during this round of bargaining. Leadership within the respective bargaining committees strived to ensure uniformity and fairness across both bargaining groups, as it related to wages and pension conversion.

On December 21, 2018, your Bargaining Committee was pleased to announce a *tentative agreement* on our Collective Agreement and Pension between Local 2010 and Queen's. We unanimously recommend the ratification of this *tentative agreement*.

Our *tentative agreement* is comprised of the following contractual documents:

1. Memorandum of Agreement with Respect to all matters relating to the negotiation of a Renewed Collective Agreement ("**RENEWAL AGREEMENT MOA**"), *and*
2. Memorandum of Agreement with Respect to Pensions ("**PENSION MOA**").

This *tentative agreement* makes significant gains in our union leave language, new emerging areas such as aboriginal peoples and domestic/sexual violence, and monetary gains in terms of compressing our deferred wage grid, scale increases (ATB), and pension offsets. This *tentative agreement* also outlines many of the logistical conditions (not terms of reference) of how the new UPP will integrate with our working terms and conditions in the near future. These two mandates (Collective Agreement and Pension) intersect in this *tentative agreement* and therefore require careful consideration by all Steelworkers regardless of proximity to a desired retirement age.

Both mandates must be considered in unison, as we are voting on them as a single package. A 3-day online ratification vote is being scheduled in early February. You will be asked to consent to convert the Queen's Pension Plan (QPP) to the University Pension Plan (UPP) in 2021 and to accept proposed changes to the USW Collective Agreement.

We, your Bargaining Committee, trust that each of you will take the time to determine whether or not it is a reasonable and fair offer on both our Collective Agreement and Pension.

In solidarity,

Bargaining Committee:

Briana Broderick | Elizabeth Agostino | Liza Cote | Cheryl Power | Susanne Cliff-Jungling | Cathy Nelson | Sarah Bunting | Jessica Hogan

Kelly Orser, President and Chair

John Goldthorp, USW Staff Representative and Chief Spokesperson

USW Local 2010

www.usw2010.ca | contact@usw2010.ca

Tel: 613.533.2693

Representing Queen's University Staff and Academic Assistants



Table of Contents

MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS RELATING TO THE NEGOTIATION OF A RENEWED COLLECTIVE AGREEMENT (“RENEWAL AGREEMENT MOA”)	2
ATTACHMENT A: Proposed Changes of the Collective Agreement	4
HOUSEKEEPING CHANGES	4
ARTICLE 8 UNION REPRESENTATION	4
ARTICLE 11 GRIEVANCE PROCESS	6
ARTICLE 12 DISCIPLINE AND DISCHARGE	6
ARTICLE 16 NO HARASSMENT OR DISCRIMINATION	6
ARTICLE 18 PROBATIONARY PERIOD, SENIORITY, POSTING, LAYOFF AND REDEPLOYMENT	6
ARTICLE 19 WORKLOAD	7
ARTICLE 22 VACATIONS.....	7
ARTICLE 23 LEAVE OF ABSENCE	8
<i>New Domestic or Sexual Violence Leave</i>	10
ARTICLE 24 SICK LEAVE	10
ARTICLE 30 COMPENSATION	10
ARTICLE 33 TERM OF AGREEMENT	11
APPENDIX A: TUITION SUPPORT PLAN	11
APPENDIX D: CHILD CARE BENEFIT PLAN.....	11
APPENDIX E: CHILD CARE BENEFIT PLAN: BEFORE AND/OR AFTER SCHOOL PROGRAMS, SCHOOL PROFESSIONAL ACTIVITY DAYS, OR SUMMER CAMPS.....	11
LETTER(S) OF UNDERSTANDING - Agreed to Re-Sign by the Parties	12
<i>New LETTER OF UNDERSTANDING RE: Employee Group Benefit Plan</i>	12
<i>New LETTER OF UNDERSTANDING: JOB EVALUATION PROJECT ACTIVITIES DATED JUNE 1, 2018</i>	14
<i>New MEMORANDUM OF AGREEMENT Re: Recognition of Aboriginal Peoples</i>	15
<i>PROPOSED WAGES</i>	18
MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS (“PENSION MOA”).....	19
Schedule “A” Salary Grids	21
Schedule “B” CA References to the Revised Pension Plan of Queen’s University (QPP)	22

The particulars contained herewith represent proposed changes related to our Collective Agreement and Pension Conversion. Articles, Appendices, Letters of Understanding, etc., that are not listed remain status quo.

E. & O.E.

MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS
RELATING TO THE NEGOTIATION OF A RENEWED COLLECTIVE
AGREEMENT (“RENEWAL AGREEMENT MOA”)

Between:

United Steelworkers, Local 2010 (“USW”)

- and –

QUEEN’S UNIVERSITY (“University”)

Note: for ease of discussion, not all recitals, particulars and/or modifications of the RENEWAL AGREEMENT MOA have been shown below. USW Members can find the full version posted to the Local 2010 web site behind the member login section on February 8, 2019 www.usw2010.ca.

1. This RENEWAL AGREEMENT MOA constitutes the entire agreement of the Parties with respect to a renewed collective agreement, and consists of:
 - A. Articles, Appendices, Letters of Understanding and Memorandum of Agreement which were agreed to or amended by the Parties in the course of the current round of collective bargaining, and pending finalization by the Parties following application of agreed ATB increases, and any required editing, will form part of the Renewed Collective Agreement (“Attachment A”).
2. This RENEWAL AGREEMENT MOA is expressly conditional on the contemporaneous execution, by the Parties, of the PENSION MOA. If this condition is satisfied, the RENEWAL AGREEMENT MOA and PENSION MOA are capable of being ratified by the Parties.
4. Ratification by the University and the ratification vote by USW membership of both the RENEWAL AGREEMENT MOA and PENSION MOA shall occur as soon as practicable with the results of the USW membership ratification vote to be tabulated not later than February 14, 2019.

8. A. **In the event that it is known on July 1, 2021 that there will be no conversion of The Revised Pension Plan of Queen’s University to the University Pension Plan, a new Article 30.11 will become effective July 1, 2021 as follows:**

“Article 30.11 Effective July 1, 2021

(a) A scale increase of 1.5% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.

(b) Each employee, except an employee whose salary at June 30, 2021 was at or above the maximum for their grade, will be moved up to the next step within their grade.

For greater certainty, if this Article 30.11 comes into effect, the Interim Grid and the UPP Grid set out in Schedule “A” of the PENSION MOA shall not come into effect.”

8. B. **In the event of the successful conversion of The Revised Pension Plan of Queen’s University to the University Pension Plan on July 1, 2021 and it is confirmed that the UPP Accrual Date (as defined in the PENSION MOA) is July 1, 2021, paragraph 9b of the PENSION MOA will be applied in accordance with Schedule “A” of the PENSION MOA effective on July 1, 2021 and a new Article 30.11 will become effective as follows:**

“Article 30.11 Effective July 1, 2021

The UPP Grid set out in Schedule “A” of the PENSION MOA will be applied in accordance with the mapping process set out therein.”

8. C. **In the event that it is expected that the conversion of The Revised Pension Plan of Queen’s University to the University Pension Plan will occur but the UPP Accrual Date is unknown, then effective July 1, 2021, a new Article 30.11 will become effective as follows:**

“Article 30.11 Effective July 1, 2021

(a) A scale increase of 1.5% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid. This adjusted salary grid will be referred to as the “Interim Grid”.

(b) If the conditions in paragraph 9 of the PENSION MOA are satisfied between July 1, 2021 and the expiry of the Collective Agreement, the UPP Grid contained in Schedule “A” of the PENSION MOA shall come into effect on the UPP Accrual Date (as defined in the PENSION MOA) and the steps in the Interim Grid will be mapped, using the mapping process outlined in the Pension MOA, to the steps in the UPP Grid.

(c) In the event, it becomes known after July 1, 2021 and before the expiry of the Collective Agreement, that the UPP Accrual Date will not occur prior to the expiry of the Collective Agreement or that there will be no conversion of The Revised Pension Plan of Queen’s University to the

University Pension Plan, then the Interim Grid will become the “Salary Grid” effective immediately. In this case, each bargaining unit member except a bargaining unit member whose salary at June 30, 2021 was at or above the maximum for their grade, will be moved up to the next step within their grade retroactive to July 1, 2021.

For greater certainty, the UPP Grid set out in Schedule “A” of the PENSION MOA shall not come into effect.”

8. D. **The Parties agree that the applicable version of Article 30.11 set out in paragraph A, B or C above will be deemed to be incorporated into the Renewal Collective Agreement effective July 1, 2021.**

ATTACHMENT A: Proposed Changes of the Collective Agreement

HOUSEKEEPING CHANGES

- ✚ Cover page of the Collective Agreement
- ✚ Change “she/he” to “they” and “her/his” to “their” throughout the Collective Agreement
- ✚ Change “bargaining unit employee” to “bargaining unit member” throughout the Collective Agreement
- ✚ Article 4.02: Correct address to P.O. Box **9083** Postal Station ‘A’, Toronto Ontario **M5L 1K1**
- ✚ Article 18.15 (a)(i) declaring a temporary layoff: Pursuant to Article ~~18.22~~**18.23**, a temporary layoff is a layoff that shall not exceed 13 weeks
- ✚ Article 26 – Humanity Fund: Brought contribution rate to current level of .03cents/hour

ARTICLE 8 UNION REPRESENTATION

Release Time for Local President

Article 8.11

The University will grant 100% release time to the Local President in order that ~~she/he~~ **they** may conduct business on behalf of the Local Union. The Union will reimburse the University for 50% of the cost of the total compensation, **as set by the Local Union but not to exceed the maximum annual salary as outlined in the Salary Grid**, 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 an invoice for the amount to be paid on or before the first of the month. **Seniority, as well as service, will continue to accrue during such leaves for all service-related entitlements.**

In the event the President does not return to their position following the conclusion of their release time, or their position is declared redundant, they will receive Indefinite Layoff and Redeployment in accordance with Article 18.26 – 18.34 of the Collective Agreement.

They will receive Severance Pay in accordance with Appendix F and will cease employment with the University if their notice period expires and they have not successfully redeployed; however, they may

defer their severance payment indefinitely and remain in the redeployment pool, without pay, and retain the right to apply for posted positions pursuant to Article 18.29, until they:

- (a) provide a written instruction to the Human Resources Department to remove their name;
- (b) obtain an alternate position with the University;
- (c) resign or retire from the University;
- (d) receive severance pay.

Union Leave

Article 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 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. **Seniority, as well as service, will continue to accrue during such leaves for all service-related entitlements.**

Article 8.14

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

Article 8.15 (NEW)

Notwithstanding Article 8.14, if an employee, whose position has been declared redundant continues to be an elected official of the Union or an employee who continues to be an elected official is denied an extension of their union leave in accordance with Article 8.12, the University will, at the request of the Union, grant the employee a leave of absence from the University, until such time as the employee is no longer an elected official. The employee on such leave, will be paid by the University, as set by the Local Union but not to exceed the maximum annual salary as outlined in the Salary Grid, until the date on which they cease to be an elected official of the Union, except as a result of a retirement or resignation, at which time the employee will receive Indefinite Layoff and Redeployment in accordance with Article 18.26 – 18.34 of the Collective Agreement.

An employee will receive ~~the~~ Severance Pay in accordance with Appendix F and will cease employment with the University if the employee's notice period expires and they have not successfully redeployed; however, they may defer their severance payment indefinitely and remain in the redeployment pool, without pay, and retain the right to apply for posted positions pursuant to Article 18.29, until the employee:

- (a) provides a written instruction to the Human Resources Department to remove their name;**
- (b) obtains an alternate position with the University;**
- (c) resigns or retires from the University;**
- (d) receives severance pay.**

Renumber remaining Articles in 8.

Note: The Union agrees to withdraw Grievances #2018-003, #2018-004, and #2018-005 upon ratification of the Renewed Collective Agreement.

ARTICLE 11 GRIEVANCE PROCESS

Article 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 Department Head/designate **within 10 business days of the date the Informal Resolution Stage response was provided.** 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

This Article was identified by the Members through the Bargaining Survey to be a priority as it related to coaching letters. No changes to this clause were successfully bargained between the Parties, however, Local 2010 intends to submit a Policy Grievance and will attempt to address this issue, on behalf of the Members.

ARTICLE 16 NO HARASSMENT OR DISCRIMINATION

Article 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 ~~Harassment and Discrimination Policy~~, **Policy on Harassment and Discrimination** or the *Occupational Health and Safety Act*.

Article 16.10

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

Note: The University proposes to hyperlink to the University's *Interim Workplace Harassment and Discrimination Policy* at the references to the University's Policy on Harassment and Discrimination in Articles 16.02 and 16.10 in the online version of the Renewed Collective Agreement.

ARTICLE 18 PROBATIONARY PERIOD, SENIORITY, POSTING, LAYOFF AND REDEPLOYMENT

Article 18.11 (c) – Posting Not Required

Note: The University will provide the Union with a copy of the appointment letter, in electronic format, for positions filled without posting pursuant to Article 18.11 (c) (i) and (ii) above, no later than 30 days after the University has received a copy of the signed appointment letter back from the individual.

Article 18.27 (a) – Notice Period

The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which 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 or parental leave~~ **a leave of absence pursuant to the *Employment Standards Act***, 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;

ARTICLE 19 WORKLOAD

This Article was identified by the Members through the Bargaining Survey to be a priority as it related to the interpretation and perception of appropriate workloads, including overtime and lieu time parameters. No changes to this clause were successfully bargained between the Parties, however, Local 2010 intends to research/investigate these concerns further, and address them on behalf of the Membership.

ARTICLE 22 VACATIONS

Article 22.01

Vacations with pay shall be calculated on the basis of length of continuous service with the Employer as of **January 1st** each year. Vacation utilization is also based on the calendar year and thus begins on **January 1**. An employee may, with her/his Manager’s approval, begin to take a portion of her/his anticipated entitlement as outlined in Article 22.02, in advance of accumulating her/his full entitlement.

Article 22.02

Annual vacation allowances are determined in accordance with the following:

Years of Continuous Service as of January 1	Vacation Entitlement
Less than one year	1.25 days for each completed month of service to a maximum of 15 days
1 year or more	15 days (3 weeks)
More than 3 years	16 days
More than 4 years	17 days
More than 5 years	18 days
More than 6 years	19 days
More than 7 years	20 days (4 weeks)
More than 10 years	21 days
More than 12 years	22 days
More than 14 years	23 days
More than 16 years	24 days
More than 18 years	25 days (5 weeks)

More than 19 years	26 days
More than 20 years	27 days
More than 22 years	28 days
More than 24 years	29 days
More than 25 years	30 days (6 weeks)

Article 22.04

Where a staff member has taken an unpaid leave of absence (not including maternity or parental leave) for a period or periods exceeding a total of 1 month in the 12-month period preceding **January 1**, vacation entitlement shall be pro-rated for the period or periods actually worked.

ARTICLE 23 LEAVE OF ABSENCE

Family Leave

Article 23.132 – Supported Maternity Leave

- (~~a~~) Supported Maternity Leave top-up allowance is as follows:
- (i) ~~Weeks 1 & 2~~
A payment equivalent to 100% of the employee's normal basic earnings for the first ~~2~~ weeks of the Maternity Leave;
 - (ii) ~~Weeks 3 to 17~~
For the next ~~15~~ **16** weeks of the Maternity Leave, the employee will receive from the University, a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee receives; and,
 - (f) Supported Maternity Leave may be initiated by the employee at any time within ~~8~~ **12** weeks of the expected delivery date.

Article 23.15 – Parental Leave – General

Definitions:

Standard Parental Leave: a leave of absence from work of up to 35 weeks if the employee took Maternity Leave or up to 37 weeks if the employee did not take Maternity Leave.

Extended Parental Leave: a leave of absence from work of up to 61 weeks if the employee took a Maternity Leave or up to 63 weeks if the employee did not take Maternity Leave.

- (b) Parental Leave must begin within ~~52~~ **78** weeks of the birth of the baby or within ~~52~~ **78** weeks of when the child first came into the custody or care of the parent.

- (c) An employee who has taken a Maternity Leave must commence her Parental Leave when her Maternity Leave ends. The combined total of Maternity Leave and Parental Leave for an employee shall not exceed ~~55~~ **81** weeks.

Article 23.16 – Supported Parental Leave

- (e) Eligibility for top-up payment for Weeks 1 ~~and 2~~ will depend on whether the employee is required to serve a waiting period for the purposes of entitlement to E.I. benefits. If the employee is required to serve a waiting period of ~~1 2~~ weeks (i) a) below will apply. If not, then (i) b) below will apply.

(i) Weeks 1 ~~& 2~~

- a) A payment equivalent to 100% of the employee's normal basic earnings for the first 2 weeks of the Parental Leave; or
- b) The employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance **parental benefit** ~~the employee receives~~ **calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.**

(ii) Weeks ~~3 2~~ to 15

For the next ~~13~~ **14** weeks of the Parental Leave, the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance **parental benefit** ~~the employee receives~~, **calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.**

Article 23.17 – Unsupported Parental Leave

- (a) The amount of Unsupported Parental Leave available to an employee will depend on whether the employee has taken a Supported Parental Leave. Supported Parental Leave constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave. Therefore, for an employee who has taken Supported Parental Leave, a further period of Unsupported Parental Leave is available, up to a maximum of ~~22~~ **48** weeks.
- (b) An employee who is not eligible for Supported Parental Leave may nevertheless qualify for Unsupported Parental Leave (*i.e.* leave without pay). An employee who has been employed with Queen's University for at least 13 continuous weeks before the birth of a child, or before the child came into a parent's custody, care and control for the first time (*e.g.* adoption), is entitled to up to ~~37~~ **63** weeks of Unsupported Parental Leave (*i.e.* leave without pay).

Family Medical Leave

Article 23.18

An employee may take a leave of absence, without pay, ~~for up to 8 weeks~~ to provide care or support to a seriously ill family member pursuant to the entitlement provided by and requirements of the *Employment Standards Act*. Such leave shall be arranged with the employee's Department Head/designate.

New Domestic or Sexual Violence Leave

Domestic or Sexual Violence Leave (NEW)

Article 23.37 (NEW)

Employees are entitled to a Domestic or Sexual Violence Leave pursuant to the *Employment Standards Act*.

Article 23.38 (NEW)

In circumstances where the University is aware or ought reasonably to be aware that domestic violence may occur in the workplace, the University is bound by the *Occupational Health and Safety Act* to take reasonable precautions to protect employees from physical violence. Each case will be assessed on an individual basis, and with the participation of the employee, where possible.

Article 23.39 (NEW)

The employee will be entitled to be accompanied by a Union Representative or Steward at any meeting held to discuss reasonable precautions within the workplace. The University will inform the employee of the right to be accompanied by their Steward prior to the start of any such meeting.

ARTICLE 24 SICK LEAVE

Article 24.01

Employees covered by this Collective Agreement who have completed ~~the probationary period~~ **their first three months of employment** are covered by the University's Sick Leave Plan, which provides leave with regular pay for any *bona fide* absence due to illness or injury.

Article 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 three months of employment** shall not exceed a total of 3 working days.

ARTICLE 30 COMPENSATION

Article 30.02

The Employer agrees to include a copy of the applicable salary grid as an Appendix in the Collective Agreement.

Article 30.03

The starting wage on initial appointment of a new employee will be not less than Step 1 of the applicable pay grade. To recognize previous relevant experience Human Resources may set a new employee’s starting salary, at a maximum, up to ~~Step 3~~ **the maximum Step** of the applicable **Grade on the Salary Grid** pay grid.

Wages

- Additional attachment outlining details regarding wages to be distributed during this presentation

ARTICLE 33 TERM OF AGREEMENT

Article 33.01

This Agreement shall be effective from January 1, ~~2015~~ **2019** and shall continue in effect up to and including December 31, ~~2018~~ **2021**, 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.

Article 33.03

Notwithstanding the Parties’ agreement that the Collective Agreement commences on January 1, ~~2019~~, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

APPENDIX A: TUITION SUPPORT PLAN

Point 12 (NEW) The Union will be responsible for administering the Appeal Process.

APPENDIX D: CHILD CARE BENEFIT PLAN

Housekeeping:

- This program will include before and/or after school programs, school professional activity days and summer camps as defined under Appendix ~~D~~ **E**.

Statement (NEW) The Union will be responsible for administering the Appeal Process.

APPENDIX E: CHILD CARE BENEFIT PLAN: BEFORE AND/OR AFTER SCHOOL PROGRAMS, SCHOOL PROFESSIONAL ACTIVITY DAYS, OR SUMMER CAMPS

Statement (NEW) The Union will be responsible for administering the Appeal Process.

LETTER(S) OF UNDERSTANDING - Agreed to Re-Sign by the Parties

- ✚ Central Heating Plant
- ✚ Travel Time Credit
- ✚ Policies Affecting Terms and Conditions of Employment
- ✚ E.I. Premium Reductions
- ✚ School of English
- ✚ Residence Life Coordinators and Assistant Residence Life Coordinators
- ✚ Posting of Continuing Appointments
- ✚ Activities of Working Group on Job Evaluation (WGJE) including Appendix A: Chart of Activities, and Schedules B, C, & D Chart of Activities

New LETTER OF UNDERSTANDING RE: Employee Group Benefit Plan

LETTER OF UNDERSTANDING (“LOU”) RE: Employee Group Benefit Plan

Between:

QUEEN’S UNIVERSITY (“the UNIVERSITY”)

and

USW, LOCAL 2010 (“the UNION”)

WHEREAS during the term of the Collective Agreement expiring on December 31, 2018, the Parties completed a review of the current Employee Group Benefit Plan (the “Plan”) for the purpose of improving the benefit package available to USW, Local 2010 bargaining unit members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member-paid, and/or Member-paid;

AND WHEREAS the Parties have agreed to the following Proposed Plan Design Details (“Proposed Plan”):

Benefit*:	Current Plan Design Details:	Proposed Plan:
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.

NOW THEREFORE the Parties agree as follows:

1. The University may introduce additional, optional Employee-paid benefits;
2. The University shall conduct a Request for Proposal (“RFP”) with regard to the above Proposed Plan, and such RFP process shall be conducted in accordance with, and be governed by, the policies and procedures set out in the Queen’s Procurement Policy and the Broader Public Sector Procurement Directive;
3. Implementation of the Proposed Plan requires ratification of the Proposed Plan by the University following the completion of the RFP process;
4. The University will maintain sole discretion and final responsibility with regard to:
 - (a) The selection of a preferred vendor(s) following the RFP process referenced in paragraph 2 above;
 - (b) The negotiations of a contract(s) with the vendor(s);
5. Any changes to the language in Articles 31.03 – 31.05 inclusive resulting from the implementation of the Proposed Plan will be considered housekeeping matters.

QUEEN’S UNIVERSITY:

Per: _____
Heather Shields

Date: _____

THE UNION:

Per: _____
John Goldthorp

Date: _____

New LETTER OF UNDERSTANDING: JOB EVALUATION PROJECT ACTIVITIES DATED JUNE 1, 2018

The Parties agree to incorporate by reference the Letter of Understanding: Job Evaluation dated June 1, 2018 (“the LOU”), which will include the following:

- a. Appendix A – Job Evaluation
 - i. Schedule A – Reference Data Set (RDS) – Audit Process
 - ii. Schedule B – Audit Process – Proposed Timelines
 - iii. Schedule C – Process to address Re-evaluation and disputes post-implementation
 - iv. Schedule D – Evaluation and re-evaluation processes post JCQ launch
 - v. Schedule E – JCQ Dispute Resolution Form
 - vi. Schedule F - Confirmation Form
 - vii. Schedule G – Request for Reassessment Form (to be completed by USW)
 - viii. Schedule H – USW Local 2010 Job Evaluation Results Appeal Form
 - ix. Schedule I – USW JE Project: Job Information Gather Stage (JCQs) – Treatment of Position with Employees on Leave
 - x. Schedule J – Job Content Questionnaire (JCQ)

In addition, the Parties agree to negotiate, in good faith, a new Article(s) in the subsequent Collective Agreement that incorporate the Parties’ agreement in the LOU with respect to the issues of:

- Pay Equity maintenance;
- Process to address re-evaluation and disputes post-implementation;
- Any other issue the Parties may agree to incorporate.

QUEEN’S UNIVERSITY:

Per: _____
Heather Shields

Date: _____

THE UNION:

Per: _____
John Goldthorp

Date: _____

Note: The Parties agree to hyperlink to the Letter of Understanding: Job Evaluation dated June 1, 2018 (“the LOU”), in the online version of the Renewed Collective Agreement.

New MEMORANDUM OF AGREEMENT Re: Recognition of Aboriginal Peoples

MEMORANDUM OF AGREEMENT (“MOA”)

Between:

QUEEN’S UNIVERSITY (“the UNIVERSITY”)

and

USW LOCAL 2010 (“the UNION”)

Re: Recognition of Aboriginal Peoples

WHEREAS the Parties are desirous of entering into discussions regarding the appropriate recognition of Aboriginal Peoples in the Collective Agreement;

AND WHEREAS the Parties are desirous of having more comprehensive discussions on the issue and ensuring that an appropriate level of consultation occurs with stakeholders prior to any changes being made to the Collective Agreement;

NOW THEREFORE the Parties agree to the following:

1. The Parties will establish a committee to discuss recognition of Aboriginal Peoples in the Collective Agreement;
2. The Committee will be comprised of an equal number of representatives of the University and the Union;
3. The University and the Union will both include representation from Aboriginal Peoples on the Committee;
4. The Committee may invite guests to attend the Committee meetings to assist the Committee in their discussions;
5. The Committee will meet as necessary, commencing in May 2019 with the goal of making recommendations within 12 months;
6. The Committee may decide to make written recommendations to the Parties, which may include changes to the Collective Agreement. The Parties will discuss any recommendations made at the Labour/Management Committee. Any decision made by the Parties to implement recommended changes to the Collective Agreement will be the subject matter of a Letter of Understanding Agreement. Further, the Parties agree to include the provisions of the Letter of Understanding as housekeeping changes in the subsequent Collective Agreement;

7. This MOA is without prejudice and without precedent to any and all matters between the Parties, except as expressly set out in this MOA.

QUEEN'S UNIVERSITY:

Per: _____
Heather Shields

Date: _____

THE UNION:

Per: _____
John Goldthorp

Date: _____



HUMAN RESOURCES

Fleming Hall
Stewart-Pollock Wing
78 Fifth Field Company Lane
Queen's University
Kingston, Ontario Canada K7L 3N6
Tel: 613-533-6000
Fax 613-533-6377
www.queensu.ca/humanresources

Reply to:

Heather Shields
613.533.6000 ext. 75438
heather.shields@queensu.ca

Delivered by hand

December 19, 2018

John Goldthorp
Chief Negotiator, USW Local 2010

Dear John,

RE: Article 18.37 b)

Further to our discussion on December 18, 2018, we are writing to provide information regarding Career Development Opportunities for United Steelworkers (USW) Local 2010 bargaining unit members who are not required to work through their notice period.

In these circumstances, a bargaining unit member who wishes to access training opportunities through Lynda.com is to contact their Human Resources Advisor who will provide a temporary NetID and password to be used for this purpose. At the end of the bargaining unit member's notice period, pursuant to Article 18.26 of the current Collective Agreement, the temporary NetID will be deactivated.

Please let me know if you have any questions regarding this process.

Regards,

Heather Shields

Director and Counsel, Employee and Labour Relations
Human Resources
Queen's University

cc: Kelly Orser, President, USW Local 2010

PROPOSED WAGES

- ✚ Additional attachment outlining details regarding wages to be distributed during this presentation

Wages

Article 30.09 Effective July 1, 2019:

(a) A scale increase of 1.25% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.

(b) Each employee, except an employee whose salary at June 30, 2019 was at or above the maximum for their grade, will be moved up to the next step within their grade.

Article 30.10 Effective July 1, 2020:

(a) A scale increase of 1.25% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.

(b) Each employee, except an employee whose salary at June 30, 2020 was at or above the maximum for their grade, will be moved up to the next step within their grade.

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")

Between:

UNITED STEELWORKERS ("USW Local 2010")

- and -

QUEEN'S UNIVERSITY ("University")

***Note:** for ease of discussion, not all recitals, particulars and/or modifications of the PENSION MOA have been shown below. USW Members can find the full version posted to the Local 2010 web site behind the member login section on February 8, 2019 www.usw2010.ca.*

Whereas the USW Local 2010 and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

NOW, THEREFORE, the Parties agree as follows:

Conditional Terms of Employment Effective on UPP Accrual Date

Provided the conditions in paragraphs 2, 3 and 11 have been satisfied and the QPP has been successfully converted to the UPP:

b. Salary Grid Modification/Monetary Offset

Effective on the UPP Accrual Date, the Salary Grid for USW Local 2010 bargaining unit members will be modified as set out in **Schedule "A"**. Effective July 1, 2021 or the UPP Accrual Date, whichever is later, bargaining unit members at the maximum of their Grade on the Interim Grid (as set out in Schedule "A") will receive a one-time lump sum payment equivalent to 1.8% of their base salary.

c. Unreduced Early Retirement for Minimum Guarantee Benefit

Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the QPP legacy provisions under the UPP shall be amended to provide for

unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points on their retirement under the UPP.

d. Amendments to Renewal Collective Agreement

On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA.

13. Upon the successful ratification of the RENEWAL AGREEMENT MOA and this PENSION MOA, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.
14. This MOA shall be appended to and form part of the Renewal Collective Agreement and any further renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.

Schedule "A" | Salary Grids

Schedule "A"

UPP Salary Grid

EFFECTIVE UPP ACCRUAL DATE - UPP SALARY GRID

Start at current step 2, step 4 for grade 9; reduce number of steps in grades 2-9 keeping same maximum

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	35,284	36,230	37,197	38,194									
003	39,310	40,359	41,438	42,547									
004	41,394	42,535	43,703	44,899	46,133	47,395							
005	43,292	44,536	45,816	47,133	48,488	49,882	51,316	52,790					
006	49,090	50,502	51,954	53,448	54,985	56,566	58,192	59,865					
007	55,670	57,270	58,916	60,609	62,351	64,143	65,986	67,881					
008	63,131	64,945	66,811	68,731	70,706	72,738	74,828	76,980					
009	70,352	72,275	74,251	76,281	78,367	80,510	82,711	84,972	87,295				

Subject to all of the conditions set out in paragraph 9 of the PENSION MOA, the above UPP Grid will apply effective on the UPP Accrual Date.

The mapping of bargaining unit members from the salary grid in effect under the Renewal Collective Agreement to the above UPP Grid will be determined as follows. The July 1, 2020 Salary Grid will first be modified by adding a 1.5% off-set adjustment to all steps in the Salary Grid. The adjusted Salary Grid will be referred to as the "Interim Grid".

Interim Grid

EFFECTIVE UPP ACCRUAL DATE - INTERIM GRID

1.5% Pension Offset

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	34,367	35,284	36,230	37,197	38,194								
003	38,289	39,310	40,359	41,438	42,547								
004	40,289	41,394	42,535	43,703	44,899	46,133	47,395						
005	42,232	43,292	44,379	45,492	46,633	47,803	49,002	50,232	51,494	52,790			
006	47,892	49,090	50,325	51,588	52,885	54,210	55,571	56,968	58,396	59,865			
007	54,305	55,670	57,068	58,503	59,969	61,472	63,018	64,596	66,227	67,881			
008	61,584	63,131	64,716	66,336	68,002	69,709	71,460	73,254	75,090	76,980			
009	65,473	67,061	68,686	70,352	72,059	73,808	75,599	77,431	79,310	81,238	83,208	85,225	87,295

Mapping Process

- The steps in the Interim Grid will be mapped to the steps in the UPP Grid as follows:
 - The dollar amount of each step within each Grade in the Interim Grid will be mapped onto the same Grade in the UPP Grid.

- Where the dollar amount of the step in the Interim Grid is mapped between two steps in the UPP Grid, the mapping will be made to the higher step.
 - The maximum step in each Grade of the Interim Grid will map to the new maximum steps in each Grade of the UPP Grid.
2. Once the UPP Grid is created, and all the old steps are mapped from the Interim grid to the UPP Grid, each employee, except an employee whose salary at June 30, 2021, was at or above the maximum for the Grade, will be moved up to the next step within their Grade.

Schedule “B” | CA References to the *Revised Pension Plan of Queen’s University* (QPP)

Schedule “B”

Note #1: Articles in the Collective Agreement referencing the QPP will be amended to reflect the new University Pension Plan (UPP).

Note #2: Articles in the Collective Agreement referencing the QPP that become redundant will be deleted by the Parties.