

**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")

WHEREAS USW and the University ("the Parties") have engaged in collective bargaining and have reached a tentative agreement on all issues regarding a Renewed Collective Agreement;

AND WHEREAS the Parties have also reached a tentative agreement on all issues regarding pension matters ("PENSION MOA"), which is attached hereto;

AND WHEREAS, following successful ratification by the Parties, of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the Renewed Collective Agreement will, effective January 1, 2019, succeed the collective agreement that is currently in operation with effective dates January 1, 2015 to December 31, 2018; and,

AND WHEREAS the Parties have agreed to record their tentative agreement regarding a renewed collective agreement in this RENEWAL AGREEMENT MOA and their tentative agreement regarding pension matters in the PENSION MOA;

NOW, THEREFORE, the Parties agree as follows:

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").

B. Items which were agreed to by the Parties in the course of the current round of collective bargaining but will not form a part of the Renewed Collective Agreement ("Attachment B").

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.

3. Following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall, as soon as practicable, present this RENEWAL AGREEMENT MOA and PENSION MOA to their respective principals and will unanimously recommend ratification of both MOAs.

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.

5. Unless expressly provided for to the contrary, the Articles, Appendices, Letters of Understanding and Memorandum of Agreement listed at Attachment A will be effective upon successful ratification by the Parties and will continue to operate for the duration of the Renewed Collective Agreement.

6. Unless expressly provided for to the contrary, neither this RENEWAL AGREEMENT MOA, nor any constituent part, shall have any retroactive force or effect.

7. Upon successful ratification of the RENEWAL AGREEMENT MOA and the PENSION MOA by both Parties, USW: (i) shall provide its consent under section 80.4 of the *Pension Benefits Act* to the conversion of and transfer of assets from The Revised Pension Plan of Queen's University to the University Pension Plan on behalf of its members, and (ii) shall fulfill such other conditions related to the University Pension Plan as are set out in the PENSION MOA. If the RENEWAL AGREEMENT MOA and the PENSION MOA are not both successfully ratified, they will be null and void and will not be implemented.

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."

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."

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."

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.

9. This RENEWAL AGREEMENT MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.

10. In the event that there are any errors or omissions in this RENEWAL AGREEMENT MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this RENEWAL AGREEMENT MOA that are required to give effect to their negotiated intention.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

QUEEN'S UNIVERSITY

USW Local 2010

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## ATTACHMENT A

### Cover page of the Collective Agreement

**AGREED - DECEMBER 12, 2018**

#### General Changes

1. Change “she/he” to “they” throughout the collective agreement.  
**AGREED - DECEMBER 12, 2018**
2. Change “her/his” to “their” throughout the collective agreement.  
**AGREED - DECEMBER 12, 2018**
3. Change “bargaining unit employee” to “bargaining unit member” throughout the collective agreement.  
**AGREED - DECEMBER 19, 2018**

#### Article 4 – Union Dues

##### Article 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.

**AGREED - DECEMBER 12, 2018**

#### Article 8 – Union Representation

##### 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 15<sup>th</sup> 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.**

#### 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 15<sup>th</sup> 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 in accordance with Article 8.13, 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. The Union will reimburse the University for an amount that represents pay in lieu of notice for the period of time that the employee was on Union leave.**

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.

**In the event the employee is not successfully redeployed and Regular Severance Pay in accordance with Appendix F is paid, the Union will reimburse the University for an amount that represents severance pay for the period of time that the employee was on Union leave.**

Renumber remaining Articles.

**AGREED - DECEMBER 20, 2018**

## Article 11 - Grievances

### 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.

**AGREED - DECEMBER 18, 2018**

## Article 16 – No Harassment No 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*.

**AGREED - DECEMBER 19, 2018**

### 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.

**AGREED - DECEMBER 19, 2018**

**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.**

**AGREED - DECEMBER 19, 2018**

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

Article 18.11 (c) (iii)

**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.**

**AGREED - DECEMBER 18, 2018**

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;

**AGREED - DECEMBER 12, 2018**

Article 18.27 (a)

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;

**AGREED - DECEMBER 19, 2018**

## 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 1<sup>st</sup> 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.

**AGREED - DECEMBER 12, 2018**

Article 22.02

Annual vacation allowances are determined in accordance with the following:

<b>Years of Continuous Service as of January 1</b>	<b>Vacation Entitlement</b>
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)

**AGREED - DECEMBER 12, 2018**

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.

**AGREED - DECEMBER 12, 2018**

**Article 23 – Leaves 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;

**AGREED - DECEMBER 12, 2018**

- (ii) Weeks ~~3~~ 2 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,

**AGREED - DECEMBER 12, 2018**

- (f) Supported Maternity Leave may be initiated by the employee at any time within ~~8~~ 12 weeks of the expected delivery date.

**AGREED - DECEMBER 12, 2018**

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.**

**AGREED - DECEMBER 12, 2018**

- (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.

**AGREED - DECEMBER 12, 2018**

- (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.

**AGREED - DECEMBER 12, 2018**

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.

**AGREED - DECEMBER 12, 2018**

- (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

**AGREED - DECEMBER 12, 2018**

- 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.**

**AGREED - DECEMBER 12, 2018**

- (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.**

**AGREED - DECEMBER 12, 2018**

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.

**AGREED - DECEMBER 12, 2018**

- (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).

**AGREED - DECEMBER 12, 2018**

### ***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.

**AGREED - DECEMBER 18, 2018**

### **Domestic or Sexual Violence Leave**

**Article 23.37**

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

**AGREED - DECEMBER 19, 2018**

**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 ~~manifests itself as workplace violence~~, 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.**

**AGREED - DECEMBER 20, 2018**

**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.**

**AGREED - DECEMBER 19, 2018**

#### **Article 24 – Sick Leave**

##### Article 24.01

Employees covered by this Collective Agreement who have completed 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.

**AGREED - DECEMBER 12, 2018**

##### 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 first three months of employment shall not exceed a total of 3 working days.

**AGREED - DECEMBER 12, 2018**

#### **Article 26 – Humanity Fund**

##### Article 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 ~~\$0.02~~ **\$0.03** 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.

**AGREED - DECEMBER 12, 2018**

~~(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.~~

**AGREED - DECEMBER 12, 2018**

## **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.**

**AGREED - DECEMBER 18, 2018**

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.~~

**AGREED – DECEMBER 19, 2018**

## **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.

**AGREED - DECEMBER 20, 2018**

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.

**AGREED - DECEMBER 12, 2018**

**Appendix A: Tuition Support Plan**

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

**AGREED - DECEMBER 19, 2018**

**Appendix D: Child Care Benefit Plan**

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

**AGREED - DECEMBER 12, 2018**

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

**AGREED - DECEMBER 19, 2018**

**Appendix E: Child Care Benefit Plan: Before and/or After School Programs, School Professional Activity Days, or Summer Camps**

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

**AGREED - DECEMBER 19, 2018**

**Letter of Understanding re: Travel Time Credit**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

**Letter of Understanding re: Policies Affecting Terms and Conditions of Employment**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

**Letter of Understanding re: EI Premium Reductions**

**AGREED - DECEMBER 12, 2018 TO RE-SIGN**

**Letter of Understanding: School of English**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

**Letter of Understanding: Residence Life Coordinators And Assistant Residence Life Coordinators**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

**Letter of Understanding: Posting of Continuing Appointments**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

**Letter of Understanding: Activities of Working Group on Job Evaluation (WGJE)**

**AGREED - DECEMBER 17, 2018 TO RE-SIGN**

## 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 ~~(X (month), 2019)~~ **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, ~~to the Parties~~. 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: \_\_\_\_\_

**AGREED - DECEMBER 19, 2018**

**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”):

<b>Benefit*:</b>	<b>Current Plan Design Details:</b>	<b>Proposed Plan:</b>
<b>Prescription drugs</b>	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
<b>Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)</b>	50% reimbursement up to \$300 per year per practitioner	No change
<b>Paramedical (physiotherapist)</b>	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
<b>Registered psychologist</b>	No coverage	Introduce 100% reimbursement up to \$1,000 per year
<b>Speech therapy</b>	100% reimbursement up to \$1,000 per calendar year.	No change
<b>Vision (eye examinations)</b>	Up to \$75 every 24 months for QUFA/\$65 every 24 months for all other employee groups	Increase reimbursement to \$100 every 24 months
<b>Vision (glasses, contact lenses, laser eye surgery)</b>	\$250 every 24 months	Increase reimbursement to \$300 every 24 months

<b>Long-Term Disability</b>	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)
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\*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 ~~1~~ 2 above;
  - (b) The negotiations of a contract(s) with the vendor(s);
5. Any changes to the language in Articles 31.03 – 31.06~~5~~ 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: \_\_\_\_\_

**AGREED - DECEMBER 20, 2018**

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: \_\_\_\_\_

**AGREED - DECEMBER 20, 2018**

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

**AGREED - DECEMBER 19, 2018**

## **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.

**AGREED - DECEMBER 19, 2018**

### 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.

**AGREED - DECEMBER 19, 2018**

**ATTACHMENT B**

**This attachment will show the intent of the Parties, but will not be included in the Collective Agreement.**

**THE UNION AGREES TO WITHDRAW GRIEVANCES #2018-003, #2018-004, and #2018-005 UPON RATIFICATION OF THE RENEWED COLLECTIVE AGREEMENT.**



**HUMAN RESOURCES**

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**Reply to:**

Heather Shields  
613.533.6000 ext. 75438  
[heather.shields@queensu.ca](mailto: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

Renewal Agreement MOA

December 21, 2018

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