



USW LOCALS 2010 & 2010-01

Representing Queen's University Staff and Academic Assistants
Kingston | ON | CAN | <http://usw2010.ca> | contact@usw2010.ca

COVID-19 Leaves | Workload Reductions | Recall Rights

The impact of the COVID-19 pandemic is far reaching, and unfortunately effects have begun to be felt within our bargaining unit. Members who have seen a reduction in their level of available work will likely see their FTE (full-time equivalent) workload reduced (part-time leave). Members who are not able to work at all will be notified of full-time temporary leave.

There will be 2 types of COVID-19 Leave:

1. **Full-Time COVID-19 Leave, and**
2. **Part-Time COVID-19 Leave (reduction of hours).**

The University will provide the Union with advance notice of the placement of a Member on a COVID-19 Leave (full-time and part-time).

Full-Time COVID-19 Leave – defined in the [Letter of Understanding: COVID-19 Leave \(LOU\)](#) as:
“the temporary discontinuation of all services provided by the employee.”

- Member(s) will be provided a minimum of one week of advance notice, or pay in lieu of advance notice, in writing before a COVID-19 Leave will take effect.
 - Union representation will be provided at meetings where Member(s) are going to be placed on a Full-Time COVID-19 Leave. Meetings are currently taking place via Microsoft Teams.
 - Managers can decide to schedule a Member's vacation and any lieu hours that have been *earned* up to the commencement of the COVID-19 Leave, to be taken in advance of their Leave, to prolong the Leave start date.
 - Members seniority, length of service and vacation will continue to accrue based on their appointment type prior to the COVID-19 Leave. Members will also maintain access to their Queen's NetID and email account throughout the duration of the COVID-19 Leave.
 - Members will be put on leave in reverse order of seniority.
 - While on Full-Time COVID-19 Leave, Members will generally remain enrolled in the benefits plans in which they were enrolled immediately prior to the commencement of their COVID-19 Leave, in accordance with the terms of the existing individual benefits plans, if the Member continues to pay their portion of the associated costs. Members may elect to discontinue their
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employee contributions during a Full-Time COVID-19 Leave by providing written notice to the Employer, in which case coverage will cease until the Member returns to work. *USW 2010 encourages all Members to maintain their Long-Term Disability (LTD) coverage if fiscally possible.*

- While on Full-Time COVID-19 Leave, Members will remain eligible for the Tuition Support Plan, the Child Care Benefit Plan, the Tuition Assistance Program and the Employee and Family Assistance Program (EFAP), providing they satisfy the eligibility criteria outlined in the Collective Agreement.
- The University is not required to specify an end date of the Full-Time COVID-19 Leave but will endeavor to restore pre-COVID-19 appointments as soon as possible.
- If work becomes available, where there are more than one position performing the similar duties within the department, hours will be increased in order of seniority.
- As FTEs increase, members may move from a Full-Time COVID-19 Leave to a Part-Time COVID-19 Leave.
- Members should track their working hours, to ensure their FTE appointment is accurate. Discuss with your manager immediately if you are working more than the arranged.
- Full-Time COVID-19 Leave may not exceed 34 weeks. The University may elect to issue a notice of ***Indefinite Layoff*** prior to the expiry of the 34-week period of Full-Time COVID-19 Leave, in which case the provisions of the Collective Agreement concerning *Indefinite Layoff* will immediately apply. For clarity, Full Time COVID-19 Leave or Part Time COVID-19 Leave or any combination thereof, shall not exceed 34 weeks.
- The new negotiated leave secures the **recall** rights to your position for 34 weeks.
- If a Full-Time COVID-19 Leave exceeds 34 weeks, the Member will be issued an *Indefinite Layoff*, which will be administered in accordance with the Collective Agreement. In addition to the standard redeployment rights that accompany an *Indefinite Layoff*, you will be placed on a recall list for similar positions in your Department for **12 months** (immediately following the completion of the 34 weeks of Full-Time COVID-19 Leave).
- During the 12-month recall period, you may be contacted to return to your previous position or be given the ability to **apply** to any newly created or existing vacant positions that are similar to your previously held position within the Department.

The full text of the original Letter of Understanding: COVID-19 Leave (and the recently negotiated Amendment Agreement that extends the period in which members can be placed on COVID-19 Leave), can be found on our web site at: <http://usw2010.ca/>

Affected Members are encouraged to apply for the COVID-19 Benefit and Services. Details can be found at: <https://www.canada.ca/en/services/benefits/covid19-emergency-benefits.html>

Part-Time COVID-19 Leave – defined in the [Letter of Understanding: COVID-19 Leave \(LOU\)](#) as: *“a reduction of an employee’s hours of work by 20% or more, where the employee otherwise continues to work in their position.”*

- When a Member’s workload is **reduced to, or below 80% FTE** members will be placed on a Part-Time COVID-19 Leave.
- Member(s) will be provided a minimum of one week of advance notice, or pay in lieu of advance notice, before a COVID-19 Leave will take effect.
- Managers can decide to schedule Member’s vacation and any lieu hours that has been *earned* up to the commencement of the Part-Time COVID-19 Leave, to be taken in advance of their Leave to prolong the leave start date.
- Members seniority, length of service and vacation will continue to accrue based on their appointment prior to the Part-Time COVID-19 Leave.
- Members on a Part-Time COVID-19 Leave will remain enrolled in the pension and benefits plans in which they were enrolled immediately prior to the commencement of their Part-Time COVID-19 Leave in accordance with the terms of the existing, individual benefits plans.
- While on Part-Time COVID-19 Leave, Members will remain eligible for the Tuition Support Plan, the Child Care Benefit Plan, the Tuition Assistance Program and the Employee and Family Assistance Program (EFAP), providing they satisfy the eligibility criteria outlined in the Collective Agreement.
- While on a Part-Time COVID-19 Leave, Members will have their hours of work increased as the duties normally performed by the member become available and the increased hours will be reflected in the employee’s FTE in the HR Peoplesoft system. The member’s Part-Time COVID-19 Leave will end when their hours of work increase to more than 80% of the hours worked under their pre-COVID-19 Leave appointment. The member’s salary will be pro-rated based on hours worked and benefits will be pro-rated based on actual earnings.
- Part-time COVID-19 Leave may not exceed 34 weeks. For clarity, Full-Time COVID-19 Leave or Part-Time COVID-19 Leave or any combination thereof, shall not exceed 34 weeks.
- If a Part-Time COVID-19 Leave exceeds 34 weeks, the Member will be issued an *Indefinite Layoff*, which will be administered in accordance with the Collective Agreement. In addition to the standard redeployment rights that accompany an *Indefinite Layoff*, you will be placed on a **recall** list for similar positions in your Department for **12 months** (immediately following the completion of the 34 weeks of Part-Time COVID-19 Leave).
- During the 12-month recall period, you may be contacted to return to your previous position or be given the ability to **apply** to any newly created or existing vacant positions that are similar to your previously held position within the Department.

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OTHER USEFUL RESOURCES:

[CANADA'S COVID-19 BENEFITS AND SERVICES](#)

[USW Guide to Federal Support Programs](#)

[USW COVID-19 Resources for Workers](#)

[USW Guide to Benefits During COVID-19 - ONTARIO](#)

Government of Canada: www.canada.ca/coronavirus

Public Health Agency of Canada Coronavirus telephone info line: 1-833-784-4397

Employment Insurance: [Service Canada Information](#)

Canadian Labour Congress: [COVID-19 Response](#)

[Ontario Federation of Labour COVID-19 Resources](#)

[Worker's Health & Safety Resources](#)

[Queen's University COVID-19 Webpage](#)

[Queen's University Human Resources COVID-19 Resources](#)