

IN THE MATTER OF WORK REDUCTIONS
DURING THE COVID-19 PANDEMIC

B E T W E E N:

QUEEN'S UNIVERSITY

“University”

- and -

UNITED STEELWORKERS LOCAL 2010

“USW”

MEMORANDUM OF AGREEMENT
TO AMEND THE LETTER OF UNDERSTANDING: COVID-19 LEAVE

("Amendment Agreement")

WHEREAS the University and the USW (collectively, the “Parties”) are parties to a collective agreement (the “Collective Agreement”) covering a bargaining unit defined at Article 2.01 of the Collective Agreement (the “Bargaining Unit”);

AND WHEREAS the Parties acknowledged the unfortunate circumstances caused by the COVID-19 pandemic, and anticipated a reduction in demand for services provided by employees in the Bargaining Unit (“employees”);

AND WHEREAS the Parties established a mutual understanding for the manner in which workforce reductions will be handled during this extraordinary time, and planned to extend the duration of recall rights provided to employees under the Collective Agreement;

AND WHEREAS the Parties entered into a Letter of Understanding on May 7, 2020 (the “Original Agreement”);

AND WHEREAS the Parties now anticipate that the effects of COVID-19 will prolong reductions in demand for services, and now seek to implement further steps to minimize the effects of COVID-19;

NOW THEREFORE the Parties do hereby agree as follows:

1. **Extended COVID-19 Leave period.** The Parties agree to "reset" the 34-week maximum period of COVID-19 Leave set out in the Original Agreement, effective January 3, 2021, for those employees who are currently on a COVID-19 Leave on the effective date of this Amendment Agreement ("employees currently on COVID-19 Leave"). The extended period during which an employee may be placed on COVID-19 Leave shall be referred to as the "Extended COVID-19 Leave period". To this end, the reference to the "34-week period" in paragraph 8 of the Original Agreement shall be deleted and replaced with "Extended COVID-19 Leave period".
2. **Maximum Period for COVID-19 Leave.** The University may place an employee on a COVID-19 Leave for multiple periods, interrupted by periods of recall, the sum total of which may not exceed:
 - a. a maximum of 34 weeks of COVID-19 Leave *prior* to January 3, 2021, or
 - b. a maximum of 34 weeks of COVID-19 Leave *following* January 3, 2021.
3. For greater certainty, it is understood that the references to the maximum length of a COVID-19 Leave in paragraphs 8 and 11 of the Original Agreement shall be modified according to paragraph 2 above.
4. **Minimum Return to Work Period.** The Parties agree that if an employee is recalled to work, it will be for a minimum period of 6 weeks.
5. **Employment Standards Act.** The Parties agree that, during any period in which an employee is placed on COVID-19 Leave, they are on an Infectious Disease Emergency Leave for the purposes of the *Employment Standards Act, 2000*.
6. **Employees Currently on Full-Time COVID-19 Leave and Employees Currently on Part-Time COVID-19 Leave with a reduction of hours by 50% or more.** At the conclusion of the initial 34-week period, the University may elect to:
 - a. issue a notice of Indefinite Layoff to the employee, in which case the provisions of the Collective Agreement concerning Indefinite Layoff will immediately apply; or,
 - b. extend the COVID-19 Leave pursuant to paragraph 1 above, in which case the employee will have the option to remain on COVID-19 Leave or elect to proceed with an Indefinite Layoff.
7. **Recall Rights.** For greater certainty, the University retains its recall abilities and rights from the Original Agreement, including those outlined in paragraphs 9, 10 and 11 of the Original Agreement, as they apply to the Extended COVID-19 Leave period.

8. **Benefits Continuation.** The Parties agree that employee rights to benefits continuation under paragraphs 6 and 7 of the Original Agreement apply during the Extended COVID-19 Leave period, subject to benefit plan restrictions.
9. **Immediate Effect.** The Parties agree that this Amendment Agreement shall be immediately effective on the date that this document is executed by the Parties. If the Parties sign on different dates, then the effective date will be the date that the last party signs.
10. **Original Agreement Applies.** The Parties understand and agree that, save where expressly provided to the contrary in this Amendment Agreement, the Original Agreement continues to apply to the Parties.
11. **Counterparts & Electronic Transmission.** This Amendment Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any counterparts may be delivered by way of facsimile transmission or electronic mail, and such form of execution and delivery, including execution by electronic signature, shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement.

FOR THE UNITED STEELWORKERS LOCAL 2010

B Broderick

December 16, 2020

Brianna Broderick, Vice-President

Date

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FOR QUEEN'S UNIVERSITY:

Lisa Colby

December 16, 2020

Lisa Latour Colby, Human Resources

Date