

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”

LETTER OF UNDERSTANDING: COVID-19 LEAVE

“LOU”

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 acknowledge the unfortunate circumstances caused by the COVID-19 pandemic and anticipate a reduction in demand for services provided by employees in the Bargaining Unit (“employees”);

AND WHEREAS the parties agree that management and employees have engaged in collaborative discussions in an effort to minimize the effects of COVID-19 related reductions in demand for services prior to placing employees on COVID-19 Leaves;

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

NOW THEREFORE the parties do hereby agree as follows:

1. Where circumstances caused by the COVID-19 pandemic have reduced the demand for services provided by an employee, the University may place an employee on a special leave of absence not provided for under the Collective Agreement (“COVID-19 Leave”). At the University’s discretion, the COVID-19 Leave may result in:

- a. the temporary discontinuation of all services provided by the employee (“Full-Time COVID-19 Leave”); or
 - b. a reduction of an employee’s hours of a work by 20% or more, where the employee otherwise continues to work in their position (“Part-Time COVID-19 Leave”).
2. The parties agree that the following terms and conditions will apply to employees placed on a COVID-19 Leave. For greater certainty, the provisions of Articles 18.15 to 18.37 (Layoff) and Articles 23.19 to 23.24 (General Leave Without Pay) of the Collective Agreement will not apply to an employee on COVID-19 Leave.
3. To the extent that a matter addressed in the Collective Agreement otherwise conflicts with this LOU, the provisions of this LOU will prevail.
4. The University will provide the USW with advance notice of the placement of an employee on a COVID-19 Leave. This notice will include the position(s) affected, the name(s) of the employee(s) affected, the effective date of the COVID-19 Leave and whether the COVID-19 Leave will be Full-Time or Part-Time. In addition, when the University meets with an employee to provide notice of placement on Full-Time COVID-19 Leave, the employee will be entitled to have a union representative in attendance. The University will provide notice regarding placement on Full-Time COVID-19 Leave to the USW sufficiently in advance of the meeting to enable union representation. The USW will make arrangements for union representation at the aforementioned meeting as quickly as possible.
5. The University will provide an employee with at least one week of advance notice or pay in lieu of advanced notice, in writing with a copy to the USW, before placing an employee on COVID-19 Leave; however, the University will endeavour to provide the employee with as much advance notice as possible. Employees placed on a Full-Time COVID-19 Leave will be issued a Record of Employment. For clarity, a manager may decide to schedule the employee’s earned vacation (the amount of vacation the employee has accrued up to the commencement of the COVID-19 Leave), in advance of the commencement of their COVID-19 Leave.
6. During a COVID-19 Leave:
 - a. An employee’s seniority, length of service and vacation entitlement will continue to accrue based on their pre-COVID-19 Leave appointment.
 - b. An employee on a Part-Time COVID-19 Leave shall remain enrolled in the pension and 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. Entitlement to benefits under the University’s Sick Leave Plan will be pro-rated based on the employee’s part-time salary during a Part-Time COVID-19 Leave.

- c. An employee on Full-Time COVID-19 Leave 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, subject to the employee's obligation to continue to pay employee contributions under certain benefits plans. Any employee may elect to discontinue their employee contributions during a Full-Time COVID-19 Leave by providing written notice to the University of their intention, in which case coverage shall cease until the employee returns to work. While on a Full-Time COVID-19 Leave an employee is not entitled to benefits under the University's Sick Leave Plan.
 - d. An employee on Full-Time COVID-19 Leave will maintain their Queen's NetID and email access.
- 7. Employees on a COVID-19 Leave are eligible for the Tuition Support Plan, Child Care Benefit Plan, the Tuition Assistance Program and the Employee and Family Assistance Program, assuming they otherwise satisfy the eligibility criteria under the Collective Agreement.
- 8. The University is not required to specify an end date at the commencement of the COVID-19 Leave. The University will endeavor to restore pre-COVID-19 appointments as soon as possible, but may elect to issue a notice of Indefinite Layoff prior to the expiry of the 34-week period of COVID-19 Leave, in which case the provisions of the Collective Agreement concerning Indefinite Layoff will immediately apply. In any event, if a COVID-19 Leave exceeds 34 weeks, it will become an Indefinite Layoff, and the Indefinite Layoff will be administered in accordance with the Collective Agreement. For greater certainty, a Temporary Layoff outlined in the Collective Agreement will not apply to employees who do not return to work following a COVID-19 Leave.
- 9. An employee on a Part-Time COVID-19 Leave will have their hours of work increased as the duties normally performed by the employee become available and the increased hours will be reflected in the employee's FTE in the HR PeopleSoft system. The employee's 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 employee's salary will be pro-rated based on hours worked and benefits will be pro-rated based on actual earnings.
- 10. An employee on Full-Time COVID-19 Leave will be contacted by their manager at the phone number on file with the University regarding a request to return to work once the duties normally performed by that employee resume to more than 80% of their pre-COVID-19 Leave appointment. If the manager is unable to reach the employee by phone, a written request to return to work will be delivered to the employee by registered mail to the employee's address on file with Human Resources, with a copy to USW. An employee who receives a written request to return to work by registered mail will have five business days to contact their manager to discuss the details concerning their return to work. If the employee does not contact their manager within five business days or does not return to

work after being recalled, the employee will be deemed terminated pursuant to Article 18.38(a), unless the failure to contact the manager or return to work is due to extraordinary circumstances beyond the employee's control that prevent them from doing so. The University will confirm the details of the return to work in writing, with a copy to the USW. Upon the employee's return to work, their salary will be pro-rated based on their hours worked and benefits will be pro-rated based on actual earnings.

11. An employee on Full-Time COVID-19 Leave will be contacted by their manager at the phone number on file with the University regarding a request to return to work once the duties normally performed by that employee are required by the University, even if their duties are only required for reduced hours. If the manager is unable to reach the employee by phone, a written request to return to work will be delivered to the employee by registered mail to the employee's address on file with Human Resources, with a copy to the USW. An employee who receives a written request to return to work by registered mail will have five business days to contact their manager to discuss the details concerning their return to work. If the employee does not contact their manager within five business days, or does not return to work after being recalled, the employee will be deemed terminated pursuant to Article 18.38(a), unless the failure to contact the manager or return to work is due to extraordinary circumstances beyond the employee's control that prevent them from doing so. The University will confirm the details of the return to work in writing, with a copy to the USW. Upon the employee's return to work, their salary will be pro-rated based on their hours worked and their benefits will be pro-rated based on actual earnings. An employee asked to return to work for hours reduced by 20% or more will be placed on a Part-Time COVID-19 Leave for the remainder of the COVID-19 Leave period noted above, unless the University elects to provide notice of Indefinite Layoff during the COVID-19 Leave, in which case the provisions of the Collective Agreement concerning Indefinite Layoff will immediately apply. For clarity, the total combined period of COVID-19 Leave, including Part-Time COVID-19 Leave and Full-Time COVID-19 Leave, will not exceed 34 weeks.
12. If a position(s) that is subject to a request to return to work or an increase in hours of work pursuant to paragraphs 9, 10 and 11 above, is one of a number of positions in a Department for which the required qualifications and the duties are substantially similar, the employee(s) will be returned to work or have their hours increased in order of seniority.
13. An employee not recalled to their position prior to the end of the COVID-19 Leave will be:
 - a. subject to Indefinite Layoff; and
 - b. placed on a recall list for positions in their Department for a period not to exceed 12 months from the end of the COVID-19 Leave.

14. An employee on a Department's recall list will receive a request to return to work in advance of the Department taking any other steps to fill a position, when the Department decides to fill:

- a. The employee's previous position. The employee will be contacted by their manager at the phone number on file with the University. If the manager is unable to reach the employee by phone, a written request to return to work will be delivered to the employee by registered mail to the employee's address on file with Human Resources, with a copy to USW. An employee who receives a written request to return to work by registered mail will have five business days to contact their manager to discuss the details concerning their return to work. If the employee does not contact their manager within five business days or does not return to work after being recalled, the employee will be deemed terminated pursuant to Article 18.38(a), unless the failure to contact the manager or return to work is due to extraordinary circumstances beyond the employee's control that prevent them from doing so. The University will confirm the details of the return to work in writing, with a copy to the USW. Upon the employee's return to work, their salary and vacation will be pro-rated based on their hours worked and benefits will be pro-rated based on actual earnings. If a position(s) that is subject to a request to recall is one of a number of the same positions in a Department for which the required qualifications and the duties are substantially similar, the employee(s) will be recalled in order of seniority.
- b. A newly created position or an existing vacated position that is similar to the position held by the employee. The employee will be contacted by their manager at the phone number on file with the University. If the manager is unable to reach the employee by phone, a written request to return to work will be delivered by registered mail to the employee's address on file with Human Resources, with a copy to the USW. An employee will have five business days to submit an application for the position. If the employee does not submit an application within five business days, their name will be removed from the recall list, unless the failure to contact the manager is due to extraordinary circumstances beyond the employee's control that prevent them from doing so. If the position is similar to a position previously held by the employee and the recalled employee demonstrates the requisite skills, qualifications, ability and relevant experience to perform the work the Department will offer the position to the employee. If the employee is not the successful applicant, they will remain on the recall list. If the employer determines there are 2 or more employees on the recall list who have equal skills qualifications ability and relevant experience for the similar position, the candidate with more seniority will be recalled to the position.

15. An employee's name will be removed from the Department's recall list and their notice period and redeployment will end in the following circumstances:

- a. The employee returns to work in their position for more than 80% of their pre-COVID-19 Leave appointment.
 - b. The employee obtains an alternate position at the University, subject to Article 18.32 of the Collective Agreement as it relates to redeployment.
 - c. The employee is deemed terminated in accordance with Article 18.38 of the Collective Agreement (Deemed Termination).
16. At the conclusion of the notice period and any deferral of Regular Severance Pay pursuant to Article 18.35 (a) and (b) of the Collective Agreement, an employee may further defer their severance payment and remain on the Department's recall list for the period of time outlined in Paragraph 13.b. For clarity, an employee's redeployment status is not extended during the recall period.
17. The parties will attempt to resolve any issues arising from the application and interpretation of this LOU by mutual agreement. Failing resolution, any dispute arising between the University and an employee and/or the USW with respect to the administration, application, interpretation, or alleged violation of this LOU will be addressed as efficiently as possible and in accordance with Article 11 of the Collective Agreement (Grievance Procedure).
18. The parties agree that this LOU 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.
19. In the event there are any errors or omissions in this LOU 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 LOU that are required to give effect to their negotiated intention.
20. This LOU 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.

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FOR THE UNITED STEELWORKERS LOCAL 2010



Kelly J. Orser, President

May 6, 2020

Date

FOR QUEEN'S UNIVERSITY:



Heather Shields, Human Resources

May 7, 2020

Date