

U1: UNION PROPOSALS | USW LOCAL 2010-01

Proposed: April 12, 2021

FOR THE AMENDMENT AND RENEWAL OF THE
COLLECTIVE AGREEMENT BETWEEN:

QUEEN'S UNIVERSITY

-AND-

UNITED STEELWORKERS

(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

ON BEHALF OF USW, LOCAL 2010, UNIT 01, ACADEMIC ASSISTANTS



These proposals are presented without prejudice to the interpretation of any of the existing clauses in the collective agreement.

The Union reserves the right to add to, amend, delete, withdraw, or modify these proposals at any stage of the bargaining process. This includes the right to address any and/or all necessary housekeeping changes that may be required.

Final agreement on all matters is subject to ratification by the USW Local 2010-01 Membership.

The Union also reserves the right to submit monetary proposals of any and all types during the latter part of negotiations, and at such time(s) as the parties agree to do so.

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Cover Page of the Collective Agreement

1. **Effective date of renewed Collective Agreement** to be revised – see Article 24.01 (Duration and Modification of Agreement).
2. **Housekeeping Change:** New USW logo for Academic Assistant Unit to be provided to Human Resources for printed copies/booklet form – see Article 22.02 (General).

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Land Acknowledgement (New)

Queen's University and the United Steelworkers, Local 2010 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of United Steelworkers, Local 2010 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of USW Local 2010 are recognized and respected within our agreements.

Queen's University tánon ne United Steelworkers, Local 2010 (the "Parties") ratién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista'kehró:non), Local 2010 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of USW Local 2010 ronwatién:teres tánon ronwaticweniénstha tsi ki' ní:ioht tsi ionkwatierihwahserón:ni.

Queen's University miinwaa United Steelworkers, Local 2010 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi-oodenaang Kingston ezhnikaadeg temgak omaa akiinsing gaa-maadookiiwaad ingiw Nishnaabeg miinwaa Haudenosaunee'ag. Nsadwaabmaa'aan dash gonda "Parties" ezhnikaazjig ne'en sa Nishnaaben debendaagzjig omaa United Steelworkers, Local 2010 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwag , babaayaawag miinwaa da wiijinokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzjig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gdininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

Article 3 – Definitions

3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

- (r) "spouse" or "partner" means the legally married spouse of an employee, or a person ~~of the opposite or same sex~~ who has continuously lived with the employee for a period of at least one year in a conjugal relationship outside marriage.

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Article 8 – Union Representation

8.05 Leave with pay granted under this Article will not extend beyond normal working hours.

8.06 *(new)* **The Employer recognizes that much of the business conducted on behalf of 2010-01 is completed by the full-time Union Leave release positions. Therefore, 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 salary as outlined in the Salary Grid, associated with the Local Vice President's release time on or before the 15th of each 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.**

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Article 11 – Discipline and Discharge

- 11.01 Subject to Article 11.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.
- 11.02 A probationary employee may be disciplined, including suspension or discharge, at any time during the probationary period; the probationary employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was contrary to Article 4.02.
- 11.03 At their request an employee will be entitled to be accompanied by their Steward **or designate** at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance, unless the employee waives their right to have a Union Representative present. The Employer will inform the employee of the right to be accompanied by their Steward **or designate** prior to the start of any such meeting.
- 11.04 When the Employer is considering disciplining an employee the Employer will meet with the employee and a Union Representative unless the employee waives their right to have a Union Representative present. The Employer will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within 10 business days of this meeting the Employer will advise the employee of its disciplinary decision. If the Employer requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.
- 11.05 Any discipline that may be imposed on an employee will subsequently be confirmed in writing to the employee and a copy will be sent to the Union. Should the employee wish to respond in writing to the discipline, their reply will also become part of their personnel file.
- 11.06 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within 3 business days, such reason(s) will be confirmed in writing to the employee and the Union.
- 11.07 When making a disciplinary decision, the Employer will not consider any prior discipline after the employee has worked for 18 months during which there has not been subsequent discipline imposed. At the request of an employee all such prior disciplinary records will be removed from their personnel file; **however, no such request shall be required following a period of 36 months whereupon no discipline has been imposed and the Employer shall remove such record prior to review by the employee's supervisor for whatsoever purpose.**

Article 12 – Seniority

Breaks in Service

12.04 For the purposes of seniority, a returning employee hired on a work term/contract that commences less than 24 months after their previous work term/contract will not be considered a new employee. Breaks in service of less than 24 months shall not result in a loss of seniority. **Seniority will be maintained and will not be affected by an employee's absence from work due to Pregnancy, Parental, or Family Medical Leave pursuant to the entitlement provided and requirements of the Collective Agreement between Queens' University and United Steelworkers for Support Staff and/or the *Employment Standards Act*, as well as Union Leave, and other approved leaves provided for in this Agreement.**

Probationary Employees

12.07 It is agreed that an employee shall be considered to be a probationary employee until they have successfully completed **1 work term/contract** and have been re-appointed in a 3rd work term/contract in the same course if the work term/contract is associated with a specific course, or in the same work unit if the work term/contract is not associated with a specific course, without a "break in service" as defined in Article 12.03, or, have successfully completed the equivalent of 6 months of active full time employment in the bargaining unit (903 hours), whichever first occurs.

Article 13 – Job Vacancies

- 13.01 Subject to Articles 13.03 and 13.04, all vacancies will be filled by a process of selection. This process will include the posting of notices of job vacancies for at least **7** business days, and whenever possible at least 4 weeks in advance of the work term/contract start date. Postings **will be posted on the Human Resources website for at least 7 calendar days** and shall identify: date of the posting, date by which applications must be received, the Department, course name and course section if applicable, a brief description of the work, the starting date and duration of the work term/contract, hours/schedule, wage rate, the qualifications required and the supervisor if known. **The posting will also identify how applicants can apply for the position and include all relevant information needed to complete an application.**
- 13.02 The onus is on the applicant to provide all information required by the job posting.
- 13.03 After an employee has completed their probationary period and if the employee satisfactorily completes their current work term/contract in the bargaining unit, the employee shall be deemed the "**incumbent**" for future offerings of the same position and shall be given preference for such position provided Article 12.03 does not operate to deem them a new employee and provided that the requisite skills, qualifications, abilities and relevant experience have not substantively changed.
- 13.04** The Employer shall not be required to post if the following conditions apply:
- (a) an employee cancels their acceptance of a position; or;
 - (b) there is an urgent need to fill a vacancy in a very short period of time due to an unanticipated need **within 2 weeks of commencement of the term for a limited term**; or;
 - (c) there is more than 1 qualified Applicant for a posted position and the Successful Applicant declines to accept the position, in which case the Employer will offer the position to the 2nd ranked Applicant; or;
 - (d) If the position is given to an incumbent as set out in Article 13.03.
- 13.05** The Parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position shall include: ability to perform the various duties of the position, academic qualifications, previous academic employment experience, ~~seniority~~ and other qualifications as applicable. The above criteria are not listed in order of priority.
- 13.06** *(new)* **Candidates who hold incumbency as per 13.03 above, or those who are currently employed without a right to incumbency, shall be considered first as internal candidates over external applications. If the internal candidate is qualified for the posting as per 13.03 above, they shall be awarded the position.**
- 13.07** When making a selection if the Employer determines that 2 or more candidates have equal qualifications the candidate with the most seniority will be selected. Qualifications shall not be established, upgraded or revised in an unreasonable manner.
- 13.08** At its discretion the Employer may issue a single posting that offers up to a maximum of 3

consecutive work terms/contracts to the Successful Applicant (*e.g.* a multiple appointment where the course has several sections, or, sequential appointments for the same course).

13.09

- (a) The Employer will post vacancies on the Human Resources website and other applicable unit websites. In addition, 1 copy will be forwarded to the Union in electronic format.
- (b) Applications for posted positions will be submitted as set out in the job posting.

13.10

An employee who has applied for a vacancy and has been passed over for the vacancy will, at the individual's request, be provided with feedback from a representative of the hiring committee concerning their application.

13.11

In the case of multiple job postings in the bargaining unit an Applicant may apply for more than one work term/contract.

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Article 14 – Hours of Work, Assignments and Responsibilities

Workload

- 14.10 The Employer encourages communication between employees and supervisors regarding workload and priorities, including consideration of resources, advice and support to allow employees to manage their workload.
- 14.11 **(new) If an Employee has determined that they will not be able to complete their remaining work in the allotted time left in their contract, they shall at the earliest possible opportunity discuss a plan with their supervisor to address the work overload.**
- 14.12 **(new) If the Employee and their manager are unable to reallocate the workload, the Employee has the right to refuse any additional uncompensated hours. The refusal of work on the basis of unpaid hours shall not be considered unsatisfactory performance as per 13.03 above.**

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Article 16 – Leaves of Absence

Paid Sick Leave

- 16.09** (new) Sick Leave is defined as absence from work and performance of regular duties because of the employee's *bona fide* illness, injury, or quarantine through exposure to contagious disease.
- 16.10** (new) Employees who work regularly scheduled shifts and who are unable to carry out their assigned duties because of illness or injury are entitled to sick leave with pay for up to 14 hours per term.
- 16.11** (new) Employees who do not have regularly scheduled hours and who are unable to carry out their assigned duties because of illness or injury are entitled to sick leave with pay for up to 14 hours per term, provided that they have assigned work duties at the time of their illness.
- 16.12** (new) 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.
- 16.13** (new) An employee may, with prior warning, be required to provide a physician's note confirming that the employee is medically unable to carry out normal duties due to illness. It is understood that a dentist will be considered a physician for the provisions of this Article. The Employer will reimburse the employee for the cost of the required physician's note up to a maximum of \$25.00 per note.
- 16.14** (new) An employee shall notify their Manager/designate as soon as possible on the first day of their absence due to illness. In the case of longer absences, progress toward recovery and expected date of return to work shall be reported to the Manager/designate and to the Return to Work Specialist at reasonable intervals.
- 16.15** (new) Employees are expected to notify their Manager/designate and the Return to Work Specialist as early as possible of their expected date of return to work.
- 16.16** (new) Employees may be required to provide the Employer with a physician's certificate that the employee has been in the care of a physician and:
- (a)** that the employee is able to return to work on a full-time basis without restrictions; or,
 - (b)** that the employee is able to return to work, with the nature and duration of any work restrictions described.
- 16.17** (new) The Employer will reimburse the employee for the cost of the required physician's certificate up to a maximum of \$50.00 per certificate.

Article 18 – Pay in Lieu of Vacation & Benefits

Article 18 heading change shown above.

- 18.01 The Parties recognize that the nature of bargaining unit employees' work is such that taking time off for vacation during an academic term or during the term of an appointment is not practicable. As such, the sum of 7% in lieu of vacation pay ~~and benefits~~ shall be added to the wages set out in Schedule "A".
- 18.02 The amount paid in lieu of vacation pay ~~and benefits~~ shall be shown on the employee's statement of earnings as a separate amount.
- 18.03 It is agreed that this vacation pay arrangement constitutes agreement of the Parties for the purposes of obtaining the Director's approval to permit employees to forego taking vacation, pursuant to section 41(1) of the Ontario Employment Standards Act, 2000.

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Article 22 – General

~~22.01 The Employer agrees that Academic Assistants covered under this Agreement shall have access to library and other research-related materials, including but not limited to library book lending privileges and electronic off-site library resource access.~~

22.01 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.

22.02 The Employer will provide 3 copies of this Agreement with original signatures to the Union within 90 calendar days of its ratification by both Parties. This Agreement will be posted to the Employer's Human Resources website. In addition, the Employer will make copies of the Agreement available to each newly hired employee upon the commencement of their initial appointment/work assignment; the Agreement will be made available in electronic format, unless a printed copy is requested by an employee. The Employer will provide the Union with 10 copies of this collective agreement in booklet form.

22.03 *Intellectual Property:*

- a) In accordance with Section 5.1 of the Report of the Senate Ad Hoc Committee on Intellectual Property materials, including without limitation lecture notes and course materials, created by employees in the course of their bargaining unit employment shall be considered works for hire. Intellectual property in such material shall be owned, in the first instance, by the Employer if it was created under a contract of employment that **explicitly** assigns responsibility for the creation of such material to the employee, ~~An employee who is the creator of material referenced in Article 22.04 above will, with the agreement of their supervisor, faculty member collaborator or other applicable individual as the context requires, receive recognition for their contribution to the material, but such recognition shall not affect the legal status of the intellectual property in the material.~~ **wherein the form, matter, methods and content of such creation are expressly contemplated in either the contract of employment or in the document assigning duties, tasks or responsibilities as assigned to the employee conforming to the standards set out in the employment contract.**
- b) **Employees may list their contribution(s) to the work in a *curriculum vitae* in accordance with customary academic and scientific standards, which may include listing the name of the collaborator(s), name(s) of parties to this agreement or academic team members, as appropriate; however, this shall not otherwise express, infer, or imply endorsement of any product or person by any person, supervisor, team member, associate, affiliate, department, director, officer, employee or agent, and no such representation shall affect the legal status of the intellectual property.**
- c) **Employees shall have a non-exclusive, royalty-free, irrevocable, perpetual right to use the creations generated by them during the course of their employment.**

- d) Article **22.03 (a)** does not apply to materials that a member of the bargaining unit creates entirely distinct from, and outside the scope of, their employment as an Academic Assistant.

22.04 It is each employee's responsibility to notify Human Resources in writing using the Human Resources self-service system of any change in the employee's mailing address. The Employer shall be entitled to rely upon the last address furnished by the employee for all purposes.

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Article 26 – Duration and Modification of Agreement

- 26.01 This Agreement shall be effective from **September 1, 2020** and shall continue in effect up to and including **August 31, 2022** 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.

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Article xx – Remote Work (New)

xx.xx In recognition that many employees work from home, and do not have access to on campus work sites, and that even if there is access to a work space, this space is often inadequate, the Employer will provide a \$250 lump sum payment to each employee per academic term to cover the cost associated with working from home. This sum will be paid retroactively to September 2020 for all employees employed since or during that term within 60 days of ratification.

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Article xx – Library and Email Privileges (New)

- xx.xx The Employer agrees that Academic Assistants covered under this Agreement shall have access to library and other research-related materials, including but not limited to library book lending privileges and electronic off-site library resource access.
- xx.xx Upon completion of the latest work term/contract of an Academic Assistant, the Employer shall continue to provide for 24 months library privileges and maintain their NetID and access to their Queen's email address.

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Article xx – Benefits (New)

- xx.xx The Employer shall make available to the employees the plans as outlined below. These plans shall be administered in accordance with the policies and procedures established by the Employer and/or the Insurer. Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union.**
- xx.xx Long Term Disability Income Plan (premiums are 100% paid by the employee)**
- (a) Employees hired by the University on or after the date of ratification will be required to enrol in the Long Term Disability Insurance Plan.**
 - (b) Employees age 65 and over are not eligible for coverage under this plan, so an employee may withdraw from enrolment in the LTD plan 6 months prior to their 65th birthday.**
 - (c) The Union will be notified by the University when LTD application documents have been sent to an employee.**
- xx.xx Group Life Insurance (premiums are 55% paid by the University and 45% paid by the employee).**
- xx.xx Queen's Supplementary Medical Plan (premiums are 100% paid by the University)**
- xx.xx Dental Plan (premiums are 100% paid by the University)**

Schedule "A" – Wages and Classifications

September 1, 2020	September 1, 2021
\$29.32	\$29.61

The parties agree the above represents the minimum rate for the classification. Any employee currently being paid above the minimum rate shall not have their pay reduced in any manner.

The salary change will be applied retroactively to September 1, 2020 and will be paid as a lump sum no later than 30 days following the ratification of the agreement, less applicable deductions.

Should the legislative restriction on the 1% per year wage increase end sooner than the expiry of the Collective Agreement, the Employer agrees to apply an increase of 3% retroactively to the September 1, 2020 wage of \$29.32. The September 1, 2021 wage rate will apply as negotiated.

Effective September 1, 2020

As soon as practicable, but no later than 30 days following ratification of the renewal agreement, all bargaining unit members employed above the minimum standard rate as set out in schedule A above will receive a 1% increase to their hourly rate of pay. This calculation will be applied retroactively to September 1, 2020.

As soon as practicable, but no later than 30 days following ratification of the renewal agreement, all bargaining unit members will receive a lump sum retirement allowance equal to 1.8% of the 2020 salary mass.

The Union reserves the right to submit monetary proposals of any and all types, during any part of negotiations, and at such time(s) as the parties agree to do so.

USW Local 2010-01 intends to submit further proposals to the Employer under "Schedule "A" – Wages and Classification" on behalf of its Members at the appropriate time(s) during the process.

Letter of Understanding: Attendance at Required Employer Meetings Outside of Working Hours

2. The University will provide the Union with a lump sum payment of **\$8,500**. The purpose of this payment is to compensate Union Officials for time spent during their non-working hours, in attendance at meetings **required** by the Employer, which include, but are not limited to:
 - Regular bi-monthly meetings between the Local 2010-01 Unit Chairperson and an Employee/Labour Relations representative;
 - Labour/Management meetings;
 - Other University Committee meetings;
 - Grievance meetings;
 - Collective bargaining and conciliation meetings.

5. Within 60 calendar days of receiving the Annual Statement, the University will provide the Union with a lump sum payment in the amount indicated in the Annual Statement. This amount will not exceed \$8,500 annually for JHSC meetings and **\$8,500** annually for meetings as outlined in paragraph 2 above. Any payment(s) determined by the Employer to have been made contrary to the provisions of this LOU, will not be included in the lump sum payment.

Memorandum of Agreement (MOA) RE: Recognition of Aboriginal Peoples (New)

MEMORANDUM OF AGREEMENT (“MOA”)

Between:

QUEEN’S UNIVERSITY (“the UNIVERSITY”)

and

USW LOCAL 2010-01 (“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 October, 2021 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. Further, the Parties agree to include the provisions of the Letter of Understanding as housekeeping changes in the subsequent Collective Agreement;

Dated this _____ day of _____ 2021

For the University:

For the Union:

Lisa Latour Colby, Chief Spokesperson

Kelly J. Orser, Co-Chief Spokesperson

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