

MEMORANDUM OF AGREEMENT ON ALL OUTSTANDING MATTERS

May 14, 2021

QUEEN'S UNIVERSITY

and

USW LOCAL 2010-01

THE PARTIES RESERVE THE RIGHT TO ADD TO, AMEND, DELETE, WITHDRAW OR MODIFY ANY MATTER CONTAINED IN THIS PROPOSAL.

THE PARTIES RESERVE THE RIGHT TO MAKE ALL NECESSARY HOUSEKEEPING AMENDMENTS TO THE PROPOSED COLLECTIVE AGREEMENT IN ORDER TO GIVE EFFECT TO THE OVERALL INTENTION OF THE PARTIES.

FINAL AGREEMENT ON ALL MATTERS IS SUBJECT TO RATIFICATION BY BOTH PARTIES.

E. & O.E.

**MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS RELATING TO THE NEGOTIATION OF
A RENEWED COLLECTIVE AGREEMENT (“RENEWAL AGREEMENT MOA”)**

Between:

United Steelworkers, Local 2010-01 (“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 other than as expressly provided for in this RENEWAL AGREEMENT MOA;

AND WHEREAS, following satisfaction of the condition at paragraph 2, and successful ratification of this RENEWAL AGREEMENT MOA by the Parties, the Renewed Collective Agreement will succeed the collective agreement that is currently in operation with effective dates September 1, 2016 to August 31, 2020 (“Expired Collective Agreement”); and,

AND WHEREAS the Parties have agreed to record their agreement in this RENEWAL AGREEMENT MOA;

NOW, THEREFORE, the Parties agree as follows:

1. This RENEWAL AGREEMENT MOA constitutes the entire agreement of the Parties and consists of:
 - A. Articles, Appendices and a Letter of Understanding which were amended by the Parties in the course of the current round of collective bargaining and will form a 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 part of the Renewed Collective Agreement (“Attachment B”).
2. Unless expressly provided for to the contrary, the Articles, Appendices and Letters of Understanding 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.
3. Until successful ratification, the Parties agree and undertake to keep the content, terms and details of the RENEWAL AGREEMENT MOA confidential, except as necessary to advise their respective principals.
4. Unless expressly provided for to the contrary, neither this RENEWAL AGREEMENT MOA, nor any constituent part, shall have any retroactive force or effect.
5. 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.

6. 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 14th DAY OF May, 2021

FOR THE UNIVERSITY:

Lisa Colby

J. Roark

[Redacted Signature]

M. Adams

Kelley Bateman

Josh Cook

FOR THE UNION:

[Redacted Signature]

B. Broderick

John [Redacted]

Matthew Lee

Julia Savage

John Galathias

ATTACHMENT A

COVER PAGE OF THE COLLECTIVE AGREEMENT

1. **Effective date of the renewed Collective Agreement** to be revised.
2. **Housekeeping Change:** New USW logo for Academic Assistant Unit to be provided to Human Resources for printed copies/booklet form.

GENERAL

New:

LAND ACKNOWLEDGEMENT

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") ratiíen: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 ronwatiíen: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 ronwatiíen:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwatérihwahserón:ni.

Queen's University miinwaa United Steelworkers, Local 2010 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kiinoomaagewgamig 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 debendaagzijig omaa United Steelworkers, Local 2010 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwag, babaayaawag miinwaa da wiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gdiininaakodiwiniminaan.

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 of marriage.

ARTICLE 6 – NO HARASSMENT AND DISCRIMINATION

6.15 In dealings with the Employer on matters of personal or workplace harassment an employee who is a complainant or respondent has the right to be represented, and an employee who is a potential witness has the right to be accompanied by a Union Representative. At the complainant's, respondent's or witness' option, this person can be a qualified bargaining unit member appointed by the Union.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.03 At their request an employee will be entitled to be accompanied by their Steward **or their specified 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 ~~R~~representative present. The Employer will inform the employee of the right to be accompanied by their Steward **or their specified 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 ~~R~~representative unless the employee waives their right to have a Union ~~R~~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.

ARTICLE 12 – SENIORITY

- 12.01 Seniority shall be calculated based on accumulated years of service starting with an employee's initial work/contract with the Employer as an Academic Assistant so long as they have not had a break between work terms/contracts of 24 **consecutive** months or more. ~~If an employee currently in the bargaining unit has experienced a break(s) between work terms that is 24 months or more, their seniority will be calculated based on the date of their work term/contract that started after the most recent break.~~
- 12.03 If an employee performs no work in the bargaining unit for a period of 24 consecutive months or more, they will lose all accumulated seniority and shall be considered to be a new employee in the bargaining unit. **Notwithstanding the foregoing, seniority will be maintained and will not be affected by an employee's absence from working in the bargaining unit resulting from a leave of absence pursuant to the *Employment Standards Act*. An employee is required to notify the Director, Employee and Labour Relations, or their specified designate, in writing, of the type and length of such a leave of absence, prior to commencing it, resulting in the employee being unavailable for work terms/contracts in the bargaining unit.**
- 12.04 For the purposes of seniority, a returning employee hired on a work term/contract that commences less than 24 **consecutive** months after their previous work term/contract will not be considered a new employee. Breaks in service of less than 24 **consecutive** months shall not result in a loss of seniority.
- 12.08 Seniority will be recognized following an employee's successful completion of their probationary period, at which time seniority will be recognized back to the commencement date of the employee's 1st work term/contract under Article 12.07. **A letter will be provided to the employee confirming their seniority date in the bargaining unit and a copy will be sent to the Union.**

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 calendar-5 business** days, and whenever possible at least 4 weeks in advance of the work term/contract start date. Postings 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.
- 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 positions 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. **When an employee is deemed to be the incumbent, a letter will be provided to the employee confirming the course or work unit, as applicable, for which they are deemed the incumbent and a copy will be provided to the Union.**
- 13.04 The Employer shall not be required to post if the following conditions apply:
(a) an employee **or Successful Applicant rescinds** ~~cancel~~s their acceptance of a position;
or;
- 13.05 The Parties acknowledge that the criteria which the Employer will use in selecting **an Applicant** ~~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 When making a selection, if the Employer determines that 2 or more **Applicants** ~~candidates~~ have equal qualifications, the **Applicant** ~~candidate~~ with the most seniority will be selected. Qualifications shall not be established, upgraded or revised in an unreasonable manner.

ARTICLE 16 – LEAVES OF ABSENCE

Paid Sick Leave

- 16.09 Sick Leave is defined as an 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 Employees who regularly work shifts scheduled by the Employer and who are unable to carry out their assigned duties during a scheduled shift(s) because of a *bona fide* illness or injury are eligible for up to 2 days of paid sick leave per Academic Term. For clarity, it is understood that a day of paid sick leave is equivalent to the working time actually lost during an employee's scheduled shift(s) on that day.
- 16.11 To qualify for paid sick leave, an employee shall notify their non-bargaining unit supervisor/designate as soon as possible on the first day of their absence due to illness or injury. In the case of longer absences, progress toward recovery and expected date of return to work will be reported to the non-bargaining unit supervisor/designate and to Return to Work Services at reasonable intervals.

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.~~

ARTICLE XX – LIBRARY PRIVILEGES

The Employer proposes that this new Article become Article 23 and the remaining Articles are renumbered.

xx.01 The Employer agrees that Academic Assistants covered under this Agreement shall have access to library and other research-related material, including but not limited to library book lending privileges and electronic off-site library access.

ARTICLE 26 – DURATION AND MODIFICATION OF AGREEMENT

26.01 This Agreement shall be effective from September 1, ~~2016~~ **2020** and shall continue in effect up to and including August 31, ~~2020~~ **2023** 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.

SCHEDULE "A" – WAGES AND CLASSIFICATIONS

Effective September 1, 2020

An increase of 1% will be applied to the minimum rate for the classification as outlined in the chart below.

As soon as practicable, but no later than ninety (90) days following ratification of the renewal agreement, all bargaining unit members employed on a work term/contract earning the minimum rate for the classification, at any point during the period of September 1, 2020 up to and including the date of ratification, will receive a retroactive lump sum payment, less applicable deductions.

Effective September 1, 2021

An increase of 1% will be applied to the minimum rate for the classification as outlined in the chart below.

Effective September 1, 2022

An increase of 1% will be applied to the minimum rate for the classification as outlined in the chart below.

| September 1, 2020 | September 1, 2021 | September 1, 2022 |
|--------------------------|--------------------------|--------------------------|
| \$29.32 | \$29.61 | \$29.91 |

The parties agree that 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.

LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS OUTSIDE OF WORKING HOURS

The Parties recognize that due to the part-time nature of the work terms/contracts within the bargaining unit, Union Officials (employees acting in their capacity as Unit Chairperson, Stewards and Committeepersons and who have not had a break in service of 24 consecutive months or more) may be required to attend meetings with the Employer during their non-working hours.

To assist with the administration of the collective agreement by Union Officials, the Parties agree to the following:

1. The University ~~will~~ **has** provided the Union with a lump sum payment of \$8,500 ~~within 90 days following ratification of the renewal collective agreement~~. The purpose of this payment is to compensate Union Officials appointed to represent the bargaining unit on a Joint Health & Safety Committee (JHSC), for time spent during their non-working hours participating on a JHSC.
2. The University ~~will~~ **has** provided the Union with a lump sum payment of \$3,000 ~~within 90 days following ratification of the renewal collective agreement~~. 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.
3. The Union will administer payment to Union Officials, at their hourly wage rate, for time spent in attendance at JHSC meetings and other meetings as referenced in paragraph 2 above, to a maximum of 7 hours per business day.
4. On or before September 30th of each year, the Union will provide the University with an Annual Statement, for the period September 1st to August 31st. The Annual Statement will be in Excel format and contain the following information:
 - the name of each Union Official who has received a payment(s) for attendance at a JHSC meeting;
 - the name of each Union Official who has received a payment(s) for attendance at a meeting as referenced in paragraph 2 above;
 - the date and time of the meeting(s);
 - the purpose of the meeting(s), if unrelated to the JHSC;
 - the length of time in attendance at the meeting(s); and
 - the employee's hourly wage rate.

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 \$3,000 annually for meetings as outlined in paragraph 2 above. **The Union may use a surplus in one fund to offset a deficit in the other fund.** 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.

6. In circumstances where a Union Official holds more than one work term/contract, with different hourly wages, the Parties agree that the Union Official will be paid as follows:
 - i) For JHSC meetings: at the hourly wage rate of the work term/contract associated with their participation as a representative on the JHSC

 - ii) For meetings as referenced in paragraph 2 above: at their lowest hourly wage rate.

7. Where a Union Official is granted a paid leave to attend a meeting with the Employer pursuant to Articles 8.03 (c), 8.04 (a), 8.06, 8.08, and 8.12 of the collective agreement, they are not eligible for payment pursuant to this Letter of Understanding.

Dated this day of 2021

For the University:

For the Union:

Lisa Colby, Chief Spokesperson

Kelly Orser, Co-Chief Spokesperson

ATTACHMENT B

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

- Letter to Union re: Queen's University Academic Assistant Job Vacancies

- Letter to Union re: ELR undertaking

- Email re: Recognition of Aboriginal People Committee

DELIVERED VIA EMAIL: president@usw2010.ca

May 13, 2021

Kelly Orser
President
USW Locals 2010 and 2010-01

RE: Queen's University Academic Assistant Job Vacancies

Dear Kelly,

Further to the discussions at the bargaining table with USW Local 2010, Unit 01 regarding Articles 7.07 and 13.08 (a) of the Collective Agreement, I can confirm the following on behalf of the Employer:

Article 7.07

Human Resources will provide the Union with a copy of the appointment letter, for each new appointment in the bargaining unit, through an electronic file share, on a monthly basis commencing June 30, 2021. Kindly let us know who should be provided with access to this electronic file share folder.

Article 13.08 (a)

Human Resources will update the hyperlinks on the Academic-Related Positions section of the Human Resources website such that each departmental hyperlink links directly to the location where its respective Academic Assistant vacancies are posted. This update will be done as soon as practicable, but no later than ninety (90) days following the date of this letter.

Further, Human Resources will remind departmental administrators of the requirement to forward a copy of the posted Academic Assistant vacancy to the Union in electronic format. Kindly provide us with the name and email address of the Union contact person in this regard.

Regards,



Lisa Latour Colby
Director, Employee and Labour Relations
Human Resources
Queen's University

DELIVERED VIA EMAIL: president@usw2010.ca

May 14, 2021

Kelly Orser
President
USW Locals 2010 and 2010-01

RE: Undertaking by Employee and Labour Relations (“ELR”)

Dear Kelly,

During the course of collective bargaining between Queen’s University and USW Local 2010, Unit 01, the Union has raised a concern regarding the lack of recourse for an individual in the following circumstance:

- An individual, who is not a current bargaining unit member and who has successfully completed two work terms/contracts 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, and who is not the successful applicant to a posted vacancy for a work term/contract for the same course or work unit, as applicable, and who believes they ought to have been the successful applicant.

Should the Union bring forward a concern on behalf of an individual, as outlined above, I confirm that ELR will undertake to look into this concern in good faith.

Regards,



Lisa Latour Colby
Director, Employee and Labour Relations
Human Resources
Queen’s University

From: Kelly J. Orser <president@usw2010.ca> **Sent:**
Friday, May 14, 2021 9:08 PM
To: Lisa Latour Colby <lisa.colby@queensu.ca>
Subject: RE: Confirmation of Agreement between Queen's University and USW Local 2010, Unit 01 representing Academic Assistants re: Aboriginal Peoples Committee

Hello Lisa:

The Union confirms agreement to the changes proposed to the Aboriginal Peoples Committee as outlined below.

Regards.

Kelly

--

Kelly J. Orser | President | United Steelworker Locals 2010 & 2010-01 | Representing Queen's University Staff & Academic Assistants

11 Aberdeen Street | Kingston | ON | CAN | K7L 3N6 | 613.533.2693 president@usw2010.ca | <http://usw2010.ca/>

NOTE: As part of the response to the COVID-19 pandemic, the USW Local 2010 Office is closed, but I am working remotely at this time. I am not available for in-person meetings but can be reached during regular business hours by email and phone. If necessary, meetings can be scheduled via Teams/Zoom.

Local 2010 Members: Need assistance? Contact your Steward at: <https://usw2010.ca/stewards/>

USW Local 2010 is situated on traditional Anishinaabe and Haudenosaunee Territory

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Think green before printing this email

From: Lisa Latour Colby <lisa.colby@queensu.ca>
Sent: Friday, May 14, 2021 6:48 PM
To: Kelly J. Orser <president@usw2010.ca>
Subject: Confirmation of Agreement between Queen's University and USW Local 2010, Unit 01 representing Academic Assistants re: Aboriginal Peoples Committee

Memorandum of Agreement on All Outstanding Matters
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Hello Kelly,

This email is to confirm the agreement between Queen's University and USW Local 2010, Unit 01 **representing Academic Assistants** to appoint a USW Local 2010, Unit 01 bargaining unit member to the Aboriginal Peoples Committee to discuss recognition of Aboriginal Peoples in the Collective Agreement between Queen's University and USW Local 2010, Unit 01.

Kindly respond to this email to confirm the Union's agreement.

Regards,
Lisa

Please note that I am currently working remotely and not available to attend in-person meetings. I continue to be reachable during regular business hours by email, Microsoft teams and/or by calling the number below, which has been forwarded to my remote working location. Arrangements can also be made to schedule video conference meetings.

Lisa Latour Colby, MIR, CHRL | Director, Employee and Labour Relations
Queen's University | Human Resources
Fleming Hall | 613-533-6000 x 74176 | www.queensu.ca/humanresources



Queen's University is situated on traditional [Anishinaabe and Haudenosaunee Territory](#)

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