

IN THE MATTER OF VOLUNTARY REMOTE WORK ARRANGEMENTS  
POST COVID-19 PANDEMIC  
B E T W E E N

**QUEEN'S UNIVERSITY**

(the "University")

– and –

**UNITED STEELWORKERS, LOCAL 2010**

(the "Union")

**LETTER OF UNDERSTANDING: VOLUNTARY REMOTE WORK ARRANGEMENT**  
(this "LOU")

**WHEREAS** the University and the Union (collectively, the "Parties") are parties to a collective agreement ("Collective Agreement") covering a group of "general staff employees" defined under Article 2 of the Collective Agreement ("Bargaining Unit");

**WHEREAS** the Parties acknowledge and agree that a voluntary remote work arrangement will benefit certain employees in the Bargaining Unit ("Members"); and

**WHEREAS** the Parties have negotiated this LOU to address temporary remote working terms and conditions that will commence or continue after the current pandemic restrictions are lifted and the University returns to normal operations, not to address current remote working arrangements resulting from the pandemic;

**NOW THEREFORE** the Parties agree as follows:

1. Members may have the opportunity to voluntarily participate in a remote work arrangement ("RWA") in accordance with the written Remote Work Arrangement Terms and Conditions for United Steelworkers, Local 2010 (attached as Appendix "A"). For clarity, Members who would normally work from a University premises in the City of Kingston will not be required to enter into a RWA unless required by law, but Members who enter into a voluntary RWA will be required to sign the Remote Work Arrangement Terms and Conditions for United Steelworkers, Local 2010.

2. The Parties agree that, for the purposes of determining whether employees who enter into a RWA under this LOU are within the Bargaining Unit, Article 2 of the Collective Agreement (“Article 2”) will be interpreted as follows:
  - a. The words, “all employees of Queen’s University in the City of Kingston who hold a general staff appointment”, will include Members who would otherwise be working from University premises in the City of Kingston had they not entered into a voluntary RWA.
3. For greater certainty, the Parties acknowledge and agree that this LOU does not otherwise affect the interpretation of Article 2. For example, this LOU does not impact the interpretation or scope of Article 2 with respect to University employees who are not participating in a RWA under the Remote Work Arrangement Terms and Conditions. Notwithstanding the foregoing, the Parties acknowledge that they are entering into this LOU without prejudice to their respective positions as it pertains to Grievances #2021-007 and #2021-008.
4. This LOU will automatically expire on December 31, 2022 unless the Parties specifically agree in writing to continue or amend this LOU under the renewal Collective Agreement.
5. Although the Remote Work Arrangement Terms and Conditions for United Steelworkers, Local 2010 will specify a fixed term, the Parties understand and agree that such a fixed term will not convert a term appointment into a continuing appointment, convert a continuing appointment into a term appointment, or alter the provisions regarding the end of a term appointment, according to the Collective Agreement.
6. General Provisions:
  - a. The Parties acknowledge and agree that the recitals set forth in this LOU are true and correct and further, the Parties understand and agree that such recitals are hereby incorporated into, and form part of, this LOU.
  - b. This LOU is without admission of any liability or wrongdoing on the part of any Party.
  - c. The Parties acknowledge and agree that they have had sufficient opportunity to fully consider the contents of this LOU and have read, understood, and agreed to, the terms and conditions contained in this LOU.
  - d. The Parties agree that this LOU shall be subject to and interpreted in accordance with the laws of the Province of Ontario as they were at the date hereof.
  - e. The Parties hereby confirm that the person executing this LOU is authorized to bind the Party for which they are signing.

- f. 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.
- g. 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 electronic transmission, and such form of execution and delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each Party shall endeavour to provide the other Party with an original signed version of this LOU as soon as possible following execution.

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FOR THE UNITED STEELWORKERS LOCAL 2010



September 23, 2021

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Kelly J. Orser

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Date

President, USW Local 2010

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FOR QUEEN'S UNIVERSITY:



September 22, 2021

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Lisa Latour Colby

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Date

Director, Employee and Labour Relations

**APPENDIX "A"**

**Remote Work Arrangement Agreement for United Steelworkers, Local 2010**

**REMOTE WORK ARRANGEMENT**

**Terms and Conditions for**

**UNITED STEELWORKERS, LOCAL 2010**

**Whereas** the employee has requested, and has been approved to participate in, a remote work arrangement;

**And whereas** the employee understands and acknowledges that the University’s remote work arrangement process is made available in the University’s sole discretion, and that remote working is not an employee benefit intended to be available for every position at the University. As such, the employee understands and acknowledges they are not guaranteed the opportunity to work remotely or to continue to work remotely.

**Therefore**, in requesting, and being approved to participate in a remote work arrangement, the employee understands, acknowledges, and agrees to the terms of the [Remote Work Arrangement Procedure](#), including the terms outlined below, a copy of which will be provided to the Union. Where there is a conflict between the Remote Work Arrangement Terms and Conditions and the Remote Work Arrangement Procedure, the terms of the Remote Work Arrangement Terms and Conditions shall govern.

**Scope of the Remote Work Arrangement (“RWA”)**

1. The employee’s RWA will commence on <INSERT DATE> and shall remain in full force and effect for an initial period of up to 1 year (“Initial Period”), or until December 31, 2022, whichever occurs first, unless terminated prior to the conclusion of the Initial Period.
2. The employee will work remotely and/or on University premises as follows:

<b>Day of the Week</b>	<b>Hours of Work</b>	<b>“Work Location” “Remote” <u>OR</u> “University premises” <u>OR</u> “N/A”</b>
<b>Monday</b>	<input>	<input>
<b>Tuesday</b>	<input>	<input>
<b>Wednesday</b>	<input>	<input>
<b>Thursday</b>	<input>	<input>

<b>Friday</b>	<input>	<input>
<b>Saturday</b>	<input>	<input>
<b>Sunday</b>	<input>	<input>

3. The employee’s core hours of work shall be <INSERT HOURS OF REGULAR DAILY SCHEDULE>.
4. Deviations from the core working hours must be reported to the employee’s manager (for example, personal appointments during the workday, lieu time, sick days, etc.), and be recorded in accordance with Departmental Procedures <if there is no Departmental Procedure: “in the employee’s Outlook calendar”. If an office closure or an emergency excuses an employee from working on campus and work can still proceed at the employee’s remote worksite, employees are expected to continue working at their remote work location without interruption.
5. Missed time during the workday for personal appointments or responsibilities must be made-up by the employee unless the manager approved leave for that time. For example, a request for leave to attend a scheduled medical appointment or as a result of important or unusual circumstances that may make it necessary for an employee to be absent from work for short periods of time are subject to [USW Local 2010 Collective Agreement](#) provisions.
6. Changes to the employee’s work schedule that result in reduced hours must be implemented through the Reduced Period of Responsibility process or the Appointment Change process, as applicable.

**Agreement does not replace Employment Contract or Collective Agreement**

7. During the term of their RWA the employee’s employment will continue to be governed, and the employee is required to abide, by all terms and conditions of their existing employment contract and the [USW Local 2010 Collective Agreement](#), as well as all University policies, rules, practices or procedures, applicable legislation including the Ontario *Employment Standards Act, 2000* and the Ontario *Occupational Health and Safety Act*, and other applicable regulatory requirements.
8. The employee’s job duties and responsibilities, compensation, and benefits will not change because of participation in a RWA, except as they might otherwise change pursuant to terms and conditions of the employee’s existing employment contract, the [USW Local 2010 Collective Agreement](#), or pursuant to applicable University policies, rules, practices or procedures, any applicable legislation including the Ontario *Employment Standards Act, 2000* and the Ontario *Occupational Health and Safety Act*, and other applicable regulatory requirements.

**Work Location and Workspace**

9. The employee’s remote work location is: <INSERT ADDRESS (and contact information if it is different than on-campus contact information)> (“Designated Remote Work Location”)

10. With guidance from the Queen's Environmental Health and Safety Team, the employee will designate a suitable, ergonomically correct workstation that is dedicated for University work during working hours ("Designated Workspace") at the employee's Designated Remote Work Location.
11. The Employee agrees to maintain their Designated Workspace in a safe condition, free from hazards and other dangers to the employee and equipment.
12. The employee will not operate any business or work for another employer from the Dedicated Workspace when performing the duties and responsibilities of their University position.

### **Security, Privacy and Confidentiality**

13. The employee must ensure:
  - that all work-related equipment, office supplies, documents, records, etc. ("University material"), shall remain in the Designated Workspace. University material shall not be accessible to any other person who lives at, attends, or visits, the Designated Work Location;
  - the safety, security, and confidentiality of University material while in transport to or from the Designated Remote Work Location;
  - the security of physical University property and equipment;
  - compliance with all University policies, rules, practices, procedures or protocols related to the use of computer hardware and software, including but not limited to:
    - acceptable use of University technology resources;
    - installation of operating systems and software updates;
    - anti-virus software;
    - password protection;
    - accessing University electronic records remotely;
    - file sharing;
  - that all electronic work records are saved only to an appropriate University network drive using only the University's approved campus VPN. Electronic work records shall not be stored on any personal equipment, the employee's desktop, or by any other means not accessible to the University;
  - the appropriate level of protection of University records, whether electronic or otherwise, including personal information, which prevents unauthorized access, disclosure or destruction;
  - that no other person is permitted to access the University's network;
  - the disposal of all University paper records by way of the University's on-campus shredding service or with a cross-cut shredder;
  - that no University business is conducted using any personal electronic equipment.

### **Equipment and Office Supplies**

14. The employee will be provided with the technical/electronic equipment required for their position (desktop, laptop, monitor(s) and printer/scanner as may be required for their work, etc.). This equipment is and shall remain the property of the University, irrespective of where it is located.

15. If the employee's RWA results in the employee working a hybrid schedule, with part of their work conducted on University premises and part of their time at their Designated Remote Work Location, the University will provision equipment for only one workstation.
16. The employee is responsible for setting up their electronic equipment in the Designated Workspace, with online support from the University's Information Technology Services Department.
17. Office supplies approved by the employee's manager (such as pens, paper, writing pads, notebooks, markers, highlighters, staples, post-it notes, replacement printer ink as may be required), must be purchased in accordance with existing University ordering procedures.
18. Expenses for equipment and office supplies beyond the basic equipment and office supplies provided to employees who do not work remotely will not be reimbursed without prior written approval from the employee's manager in advance of the purchase.
19. The employee is responsible for the following, at their own expense:
  - High speed internet access, with a secure/password protected network, of sufficient quality and reliability to permit consistent and productive remote work;
  - Phone service, unless the employee has been issued a Qmobile device by their department;
  - Insurance for the Designated Remote Work Location;
  - All utilities at the Designated Remote Work Location;
  - Office furniture (e.g., desk, chair, shelves, filing cabinets) suitable for their work and their Designated Workspace;
20. The employee will maintain, repair, and replace all employee-owned furnishings and equipment at their own expense and time.
21. The University will, at its expense, maintain, repair, and replace University-owned equipment, except in the case of damage resulting from intentional actions or gross negligence of the employee or of any person the employee permits into the Designated Remote Work Location. In the event of prolonged repair or replacement of equipment, the University may require the employee to report to a designated workspace on campus until such time as the equipment has been repaired or replaced.
22. At the conclusion of any RWA, the employee will return all University material in the condition in which it was originally provided to the employee, except for normal wear and tear.
23. The employee will immediately inform their manager of any loss or damage to University material.

### **Working On-Campus**

24. Normally, the employee will **not** be assigned dedicated workspace on campus if the terms of their RWA results in the employee working on University premises less than 80% of their work schedule. Rather, the employee will be provided with access to shared or bookable workspace when they are working on University premises, the details, logistics and layouts of

which are at the discretion of the <INSERT FACULTY, DEPARTMENT, Etc.,>.

### **Overtime and Vacation**

25. The employee will maintain a normal workload while working remotely.
26. If overtime is anticipated, the employee will discuss it with their manager in advance, and, all overtime hours must be approved in advance by the employee's manager in accordance with the [USW Local 2010 Collective Agreement](#).
27. The employee will submit vacation requests in accordance with departmental procedure and the [USW Local 2010 Collective Agreement](#).

### **Dependent Care and Personal Responsibilities**

28. The RWA will not be utilized as a replacement for, or to supplement, the employee's dependent care obligations (e.g., care for a child or parent); it will not be used to provide active care for any dependent or to support any other of the employee's personal responsibilities.
29. Requests for family status accommodations or applicable legislated leaves must be directed to Human Resources.

### **Travel Expenses**

30. The employee will not be paid mileage or otherwise be reimbursed for travel expenses when attending work on University premises. If an employee's presence is required on University premises on a day when the employee would otherwise normally be working remotely, they will be provided with at least 2 calendar days' written notice, where operationally feasible. The employee's travel to and from University premises shall not form part of the employee's work schedule or hours of work.

### **Workplace Health and Safety**

31. All remote work is to be conducted in the employee's Designated Workspace at the Designated Remote Work Location. The employee's Designated Workspace is considered a University workplace only in respect of the employee. The provisions of the Ontario *Workplace Safety and Insurance Act* (WSIA) apply to injuries arising out of and in the course of the employee's employment ("Workplace Injury"). The employee is required to report any Workplace Injury to their manager immediately. All claims will be handled in accordance with the University's standard procedure for WSIA claims. The employee agrees that a University representative may visit their Remote Work Location to investigate any injury or accident report and agrees to facilitate such a visit as soon as reasonably possible following the injury or accident.
32. The Designated Remote Work Location is exclusively under the control of the employee. As such, it shall not be recognized as a University workplace for purposes of any occupational disease.
33. The University's insurance coverage, including workers' compensation coverage, does not apply to injuries or damage suffered by the employee's family members or third parties in the Designated Workspace or at the Designated Work Location. The employee is not permitted to meet with clients, their manager, co-workers, suppliers or other third parties, etc., in the

Designated Workspace or at the Designated Remote Work Location without prior written authorization from their manager and Dean/Department Head/Vice-Principal or their delegate, as applicable.

### **Insurance**

34. The employee will maintain adequate insurance on the Designated Remote Work Location at their own expense for the duration of their RWA and will ensure that their insurance policy permits/covers use of the Designated Remote Work Location for employment purposes.
35. Upon request, the employee will provide proof of adequate insurance coverage for the Designated Remote Work Location; failure to do so will result in the termination of the RWA.

### **Taxes**

36. The employee may be entitled to deduct certain expenses from their income arising from their RWA. Employees may review the [T2200 Guideline](#) located on the Financial Services website for more information and to access the form.
37. It is the employee's sole responsibility to consult a qualified tax professional and the Canada Revenue Agency to obtain information about any tax implications of their RWA.
38. The University will not provide tax guidance to the employee, nor will the University assume or be responsible for any tax liabilities associated with the employee's personal income tax return.

### **Changes to a RWA**

39. A request to change a RWA may be made at any time, by the employee providing 30 calendar days' written notice to their manager. Each RWA is unique and consideration of changing the RWA should be considered at the outset of the RWA.
40. Managers can change a RWA by providing the employee with 30 calendar days' written notice; however, the employee may agree, in writing, to terminate the RWA sooner. In exceptional circumstances, it may not be feasible to provide 30 calendar days' notice. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize inconvenience to the employee to ensure a smooth transition back to campus.
41. Any changes to the agreed RWA must be documented in writing and added to the employee's file, a copy of which will be provided to the Union.

### **Internal Transfers**

42. In the event of transferring to another position within the University the existing RWA will be terminated, a copy of which will be provided to the Union. A RWA is non-transferrable and a new RWA must be discussed and agreed upon at the time of the transfer.

### **Termination of a RWA**

43. A request to end a RWA may be made at any time, by the employee providing 30 calendar days' written notice to their manager. Each RWA is unique and consideration of ending the RWA should be considered at the outset of the RWA.

44. Managers can terminate a RWA by providing the employee with 30 calendar days' written notice; however, the employee may agree, in writing, to terminate the RWA sooner. In exceptional circumstances, it may not be feasible to provide 30 calendar days' notice. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize inconvenience to the employee to ensure a smooth transition back to campus.
45. If the RWA is terminated during or at the conclusion of the Initial Period the employee will return to work on University premises and will ensure that all University material is returned to the University within one week after the end of the RWA, either by personally delivering them to the University or by delivering them via courier.
46. Not less than 30 calendar days prior to the conclusion of the Initial Period, the employee's manager will review the RWA and determine whether it is operationally feasible to continue the arrangement, with or without adjustments. If the manager determines that continuing the arrangement is not operationally feasible, the employee will return to work on University premises. If the manager determines that continuing the arrangement is operationally feasible, with or without adjustments, and if the employee agrees, the RWA may be extended beyond the Initial Period, but not to extend beyond December 31, 2022 ("Extension Period"). Any adjustments made to the RWA for the Extension Period shall be set out in revised written Terms and Conditions, a copy of which will be provided to the Union.
47. The RWA shall not be deemed permanent after the Initial Period or the Extension Period, nor beyond December 31, 2022, in which case the written Terms and Conditions will cease to apply, the RWA shall terminate, and the employee will return to work on university premises.

**48. Evaluation**

The employee is required to comply with all University policies, rules, practices, procedures, these Terms and Conditions, applicable legislation including the Ontario *Employment Standards Act, 2000* and the Ontario *Occupational Health and Safety Act*, and other applicable regulatory requirements, a violation of which may result in the termination of the RWA and/or preclusion from a future RWA.

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**Acknowledgement**

I have had the opportunity to consider the risks, rewards and benefits associated with my approved RWA, and hereby agree to these Terms and Conditions.

I understand and agree that these Terms and Conditions are temporary in nature and are not a permanent change to my work hours, work location on University premises, responsibilities or terms and conditions of employment. As such, these Terms and Conditions shall not in any event last beyond <INSERT DATE THAT IS 1 YEAR FOLLOWING THE COMMENCEMENT DATE or December 31, 2022, whichever is earlier>, or to extend beyond the Extension Period, as applicable. I acknowledge that these Terms and Conditions do not constitute a precedent and shall not form the basis of any claim of entitlement to similar arrangements beyond that date.

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Employee Name

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Employee Signature

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Date

Copy: United Steelworkers, Local 2010