

Minutes of Settlement

(Hereinafter referred to as "these Minutes")

BETWEEN:

QUEEN'S UNIVERSITY

(Hereinafter referred to as "the University")

and

USW LOCAL 2010

(Hereinafter referred to as "the Union")

WHEREAS the University and the Union (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 Union filed Grievance No. 2021-006 dated June 15, 2021 ("the Grievance") alleging breaches of Articles 5.01 (b), (d), (f) and 5.02 of the Collective Agreement, and in particular, that the University denied a request made by a bargaining unit Member ("the Grievor") to temporarily work remotely outside of Canada in June 2021;

AND WHEREAS there was a provincial Stay-at-Home order in place restricting non-essential travel at the time the Grievor's request was made;

AND WHEREAS the Parties are desirous of resolving all outstanding issues between them related to the Grievance and are desirous of demonstrating the utmost in good faith to each other, without recourse to arbitration, and without prejudice or precedent to any future incidents of a similar nature except for the future process described in paragraphs 3 to 5 below;

NOW THEREFORE in full and final settlement of the Grievance, the Parties agree to the following terms, conditions and understandings:

1. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand and agree that such recitals are hereby incorporated into, and form part of, these Minutes;
2. The University agrees to consider requests from bargaining unit members to work remotely outside of Canada, on a temporary, short-term basis, (the "Request") on a case-by-case basis;
3. Requests will be submitted in writing by the bargaining unit member to their Manager as far in advance as possible, but normally at least one month prior to the requested

commencement date, and must indicate the date the remote work is to commence, the specific remote work location, the duration, and the reason for the Request;

4. The University will conduct an assessment of each Request taking a number of factors into consideration, including:
 - i. The reason for the Request. Requests predicated on personal preference (*e.g.*, to extend a vacation period) will not be approved;
 - ii. The duration of the Request. Requests exceeding 30 calendar days will not be approved (except perhaps in extraordinary circumstances);
 - iii. The specific remote work location. The confidentiality, privacy, integrity, and use of the University's information and resources must be protected. Potential cyber security concerns associated with the remote work location must be evaluated by Information Technology Services ("ITS"). Requests to work remotely from a location that is deemed by ITS to be a potential cyber-security risk will be denied;
 - iv. The nature and scope of the employee's position;
 - v. Operational efficiency and service effectiveness;
 - vi. The employee's ability to perform their duties and responsibilities and to meet operational requirements, including time zone considerations, the need to attend meetings and to be able to collaborate with colleagues as appropriate, within an approved work schedule;
 - vii. The employee's access to a reliable and secure internet connection, cell reception and/or land line telephone, and a private workspace;
 - viii. Applicable public health recommendations and/or travel restrictions including restrictions imposed on travelers returning to Canada. To assess this criterion, the employee may be required to provide documentation about their COVID-19 vaccination status;
5. Requests will only be approved if the arrangement is cost neutral to the University; overtime will not be triggered or incurred, irrespective of the time zone the employee will work from and whether they perform work outside their normal workday hours, as applicable. For clarity, additional hours of work performed by the employee as a result of operational requirements are subject to Articles 20.16 to 20.24 – *Additional Hours of Work and Overtime* of the Collective Agreement;
6. Upon execution of these Minutes, the Parties hereby agree that the Grievance is fully and finally settled and resolved;

7. The Parties waive their right to contest a term or condition of this settlement, save and except the enforcement by way of grievance. Such grievance and the corresponding jurisdiction of an arbitrator will be limited to the issue of whether the Parties have complied with the terms of these Minutes;
8. The Union, in its own right and on behalf of the Grievor, acknowledges that the University's execution of these Minutes does not constitute an admission of liability by the University, which liability is specifically denied by the University;
9. The Parties agree that these Minutes constitute the sole agreement remaining in effect between them in relation to the Grievance and that all other agreements, written or oral, express or implied, which may have existed between the Parties in connection with the Grievance are hereby superseded;
10. The process outlined in paragraphs 2 to 5 of these Minutes will automatically expire on December 31, 2022 unless the Parties specifically agree in writing to continue or amend the process outlined in paragraphs 2 to 5 of these Minutes under the renewal Collective Agreement;
11. The Parties agree that the Grievor has not been subjected to any conduct by the University that would constitute a violation of the *Human Rights Code*;
12. The Parties acknowledge and agree that they have had sufficient opportunity to fully consider the contents of these Minutes and have read, understood, and agreed to, the terms and conditions contained in these Minutes;
13. The Parties acknowledge that the language used in these Minutes shall be deemed to be the language chosen by the Parties to express their mutual intent and that these Minutes shall be interpreted without regard to any presumption or other rule requiring interpretation of these Minutes more strongly against the Party causing them to be drafted;
14. The University hereby confirms that the person executing these Minutes on its behalf is authorized to bind the University;
15. The Union hereby confirms that the person executing these Minutes on its behalf is authorized to bind the Union;
16. The Parties agree that these Minutes shall be interpreted in accordance with the laws of the Province of Ontario;
17. The effective date of these Minutes shall be the last date on which each Party hereto has executed these Minutes; and,

18. These Minutes 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 these Minutes as soon as possible following execution.


QUEEN'S UNIVERSITY:

Per: 

Lisa Latour Colby, Director, Employee and Labour Relations

Date: October 3, 2021

THE UNION:

Per: 

Kelly J. Orser, President, USW Local 2010

Date: October 4, 2021