

# U1: UNION LANGUAGE PROPOSALS | USW LOCAL 2010

**Proposed: March 22, 2022**

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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, SUPPORT STAFF**



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*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 create new/additional proposals, 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 arise or be required.*

*Final agreement on all matters is subject to ratification by the USW Local 2010 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.*

*E. & O.E.*

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## General

1. Change references to “Steward(s)” to “**Union Representative**” throughout the Collective Agreement.
2. Change references to District 6 personnel currently written as “Union Representative” to “**USW Staff Representative**” throughout the Collective Agreement.
3. **Hyperlinks to be added** to all references in the electronic copy of the Collective Agreement to the following:
  - a) *Ontario Labour Relations Act, 1995, and/or Labour Relations Act;*
  - b) *Human Rights Code*
  - c) University's Harassment and Discrimination Prevention and Response Policy
  - d) *Occupational Health and Safety Act*
  - e) *Employment Standards Act, 2000*
  - f) Seniority List
  - g) University's Sick Leave Plan
  - h) University's Administrative Guidelines for the University's Sick Leave Plan
  - i) University's Signage Policy
  - j) HR Job Evaluation and/or Re-evaluation Forms
  - k) Human Resources Website
  - l) Salary Grid
  - m) Queen's University Staff Policy Manual
  - n) Memorandum of Agreement on Vacation Scheduling (MOA) for 2nd Class Engineers in the Central Heating Plant
  - o) University's Policy for Travel and Related Expenses
4. **Reopener Language with Respect to Compensation Issues:**  
**The University and the Union have negotiated this Collective Agreement under the restrictions imposed by Bill 124. However, the legislation is undergoing a constitutional challenge. The Parties therefore agree to meet to reopen all compensation issues if the legislation is rescinded as a result of the legal challenge. In addition, the Parties agree to meet to reopen all compensation issues if this University is granted an exemption from the application of the legislation or if the relevant parts of the legislation are otherwise rescinded or amended.**

## Cover Page of the Collective Agreement

1. **Effective date of renewed Collective Agreement** to be revised – see Article 33.01 (Term of Agreement).

## Article 1 – Purpose of Agreement

- 1.01 The general purpose of this Agreement is to:
- (a) secure the benefits of collective bargaining;
  - (b) provide a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement; and,
  - (c) set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.
- 1.02 **In this Agreement, Indigenous Peoples are considered to be persons who are First Nations, Inuit or Metis and who identify themselves as such to the Employer.**

## Article 2 – Scope Clause

- 2.01 (m) **The Employer will provide a list of all employees who fall under (i), (j), (k) above, who work more than 10 hours per week, quarterly to the union in electronic format (excel and PDF) including full name, gender identification, employee number, department, position title, position number, status (ad hoc, temporary assignment, less than 14 hours per week), wage details, campus email address, and appointment start and end dates.**

## Article 3 – Definitions

- 3.01 (c) (iii) **“term appointment”**
- is an appointment to a full- or part-time position that is identified as a “term appointment” in the employment letter from Human Resources and for which the commencement date and the end date of the term are stated in the appointment letter. There is no guarantee or commitment of employment to an employee beyond the stated end date.
  - **A vacated continuing position may not be posted as a term appointment unless it meets the provisions set out in 18.07 (b)**
- (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.
- (u) **“Union USW Staff Representative”** means an authorized staff representative of the District 6 Office of the USW.

(v) ~~“Union Steward”~~ **“Union Representative”** or ~~“Steward”~~ means a person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent bargaining unit members on behalf of the Union.

(y) **“written notice”** may include **written correspondence** or email communication.

**Add:** **“electronic format”** defines documentation exchanged between the Parties as Excel, Word, or PDF format as agreed.

**Add:** **“general staff appointment”** means a University employee who is included in the bargaining unit as defined in Article 2: **“Recognition and Scope”**.

## Article 4 – Union Dues

### **Information**

4.07 On the date of hire, the University shall advise each new employee of the name of their Union ~~Steward~~ **Representative** and the Local Union President, **and provide** their ~~phone numbers and campus mail and~~ email addresses. Within ~~120~~ **60** calendar days from the start of employment, new employees shall be allowed ~~2~~ **1.5** hours including travel time to attend a **mandatory** Union orientation session, which will be attended by no more than 2 Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.

4.09 The University will notify any new employee of the dates of the next scheduled **mandatory** orientation session.

4.10 The University will provide the Union with a copy of the **most current official** job description (**not the job summary**) and appointment letter, in electronic format, including salary, grade, step, position number, **remote work details** and department for each new **employee** appointment in the bargaining unit, no later than 30 days after the University has received a copy of the signed appointment letter back from the individual.

4.11 On January 31st, April 30th, July 31st, and October 31st of each year the University will provide the Union with a report in electronic format listing bargaining unit members, which will include, to the extent it is recorded in the University’s Human Resources Management System, each employee’s:

- (k) ~~gender, and;~~ **gender identity or expression;**
- (l) position number;
- (m) **personal pronouns;**
- (n) **Long Term Disability (LTD) status;**
- (o) **Short Term Sick Leave (STSL) status;**
- (p) **Maternity/Parental Leave status;**
- (q) **General (unpaid) Leave status;**
- (r) **Remote Work Arrangement status;**
- (s) **Career Development Leave status;**

- (t) Retirement date;
- (u) Resignation date;
- (v) Years of Service date; and,
- (w) List of positions or departments that have seen a rate of change in positions or incumbents of 10% or more within the previous 18 months.

Note: The Union wishes to discuss access to the PeopleSoft system for Union Office personnel for the purposes of obtaining Membership data.

- 4.13 **Changes to the accommodation list that result in a bargaining unit member being added or removed from the accommodation list, will be communicated to the Union in writing at the time of the change. In addition, on a quarterly ~~monthly~~ basis, the University will provide the Union with a list of USW members on the accommodation list in electronic format.**

### NEW ARTICLE – Protection of Bargaining Unit Work

- X.xx **The University agrees that work normally performed by employees within the bargaining unit shall not be assigned to any person outside of the bargaining unit, including any third-party contractor.**

### Article 7 – Labour/Management Committee

- 7.02 Each Party shall, ~~not less than 5 business days before a scheduled LMC meeting,~~ submit to the other Party a written summary of the topics to be discussed at the upcoming meeting.

### Article 8 – Union Representation

#### ***University Committees***

- 8.03 A bargaining unit member appointed or invited to serve on a University Committee ~~as a representative of the Union~~ will be granted time away from work with pay for the meeting time. All requests for time away from work under this Article shall be submitted to the employee's Manager/designate with as much advance notice as possible. **Bargaining unit members** ~~Union representatives~~ shall report back to their Manager/designate when the meeting ends. Paid time away from work under this Article shall not extend beyond normal working hours.

#### ~~Stewards~~ ***Union Representatives***

- 8.04 The University acknowledges the right of the Union to appoint or otherwise select up to **1 Union Representative** ~~Steward~~, from among employees who have completed their probationary period, for each 60 employees for the purpose of representing employees in the handling of grievances.



***Release time for Local President***

8.11 The University will grant 100% release time to the Local President in order that they may conduct business on behalf of the Local Union. The Union will reimburse the University for ~~50%~~ 0% of the cost of the total compensation, as set by the Local Union but not to exceed the maximum annual salary as outlined in the Salary Grid, associated with the Local President's release time on or before the 15th of the 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. Seniority, as well as service, will continue to accrue during such leaves for all service-related entitlements.

***Release Time for Local Vice President***

8.xx The University will grant 100% release time to the Local Vice President in order that they may conduct business on behalf of the Local Union. 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 annual salary as outlined in the Salary Grid, associated with the Local Vice President's release time on or before the 15th of the 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. Seniority, as well as service, will continue to accrue during such leaves for all service-related entitlements.

In the event the Vice President does not return to their position following the conclusion of their release time, or their position is declared redundant, they will receive Indefinite Layoff and Redeployment in accordance with Article 18.26 – 18.34 of the Collective Agreement.

They will receive Severance Pay in accordance with Appendix F and will cease employment with the University if their notice period expires and they have not successfully redeployed; however, they may defer their severance payment indefinitely and remain in the redeployment pool, without pay, and retain the right to apply for posted positions pursuant to Article 18.29, until they:

- (a) provide a written instruction to the Human Resources Department to remove their name;
- (b) obtain an alternate position with the University;
- (c) resign or retire from the University;
- (d) receive severance pay.

***Union Leave***

8.12 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to 3 years for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least ~~2~~ 1 months prior to the commencement of the requested leave. The University may grant an extension of the leave; an extension request must be submitted in writing at least ~~2~~ 1 months prior to the scheduled end of the current leave. Provided the extension will not unduly interfere with operations, extension requests will not be unreasonably denied.

- 8.15 Notwithstanding Article 8.14, if an employee, whose position has been declared redundant **or who's term appointment has reached its natural end date** continues to be ~~hold~~ an elected official ~~of or appointed position with~~ the Union or an employee who continues to be an elected official is denied an extension of their union leave in accordance with Article 8.12, the University will, at the request of the Union, grant the employee a leave of absence from the University, until such time as the employee is no longer an elected official. The employee on such leave, will be paid by the University, as set by the Local Union but not to exceed the maximum annual salary as outlined in the Salary Grid, until the date on which they cease to ~~hold be~~ an elected **or appointed position** official ~~with of~~ the Union, except as a result of a retirement or resignation, at which time the employee will receive Indefinite Layoff and Redeployment in accordance with Article 18.26 – 18.34 of the Collective Agreement.
- 8.17 Employees on a Union Leave shall be entitled to apply for positions that are posted in the bargaining unit during their leave. If the employee is the successful applicant for the posting and if they accept the position, the employee will **have the option to either accept the position immediately and end their Union Leave or defer acceptance until they no longer have a release position with the Union.** ~~be required to assume the position on the stated commencement date of the appointment and the Leave shall come to an end at that time.~~
- 8.18 Where the ratification vote is held during a Bargaining Unit members regular working hours the Bargaining Unit member will be granted ~~one and one half (1.5)~~ **three (3)** hours including travel time to attend the ratification vote without loss of wages. Where more than one session is held during the employee's regular working hours, the Manager/designate may determine which session the employee attends based on operational requirements.

### Article 9 – Bargaining Committee

- 9.01 The University will recognize a Bargaining Committee composed of **a minimum of 10 members, plus an additional 1 member for every 150 bargaining unit members, or majority thereof, above 1300 members** ~~up to 7 members~~, one of whom shall be the President, of the bargaining unit. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours without loss of pay while participating in collective bargaining up to **and including** ~~the commencement of conciliation.~~
- 9.03 The ~~7~~ employees who are members of the Union's Bargaining Committee shall be given up to ~~3~~ **6** days or ~~6~~ **12** half days each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining. Additional unpaid time will, subject to operational requirements, be granted.

### Article 10 – ~~Union~~ USW Staff Representative

Change Article title above from “Union Representative” to “**USW Staff Representative**”.

## Article 11 – Grievance Process

Note: As noted previously under “General” all references to “Steward” to be changed to “Union Representative”, and references to “Union Representative” be changed to “**USW Staff Representative**” as housekeeping.

11.08 A grievance alleging unjust suspension, ~~or~~ discharge, **averaging disputes, or failure to accommodate** will commence at Step 2.

## Article 12 – Discipline and Discharge

12.01 Subject to Article 12.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause. **The Parties agree that discipline shall be progressive with the aim of being corrective.**

12.02 A probationary employee may be disciplined, including suspension or discharge, at any time during the probationary period. **With as much notice prior to a probationary discharge, a letter outlining the reasons for the discharge will be provided to the Union, and then subsequently provided to the employee upon discharge.** ~~‡~~The probationary employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was contrary to Article 5.02.

12.03 At their request an employee will be entitled to be accompanied by their ~~Steward~~ **Union Representative** 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, **a copy of which will be provided to the Union.** The University will inform the employee of the right to be accompanied by their ~~Steward~~ **Union Representative** prior to the start of any such meeting. **The Union will be provided with as much advance notice as possible of the disciplinary meeting, but not normally less than 2 business days, unless otherwise agreed to by the Parties.**

12.04 When the University is considering disciplining an employee, the University will meet with the employee and a Union representative unless the employee waives their right to have a Union representative present. The University 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 University will advise the employee **and the Union** of its ~~disciplinary~~ decision. If the University 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.

12.05 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, **and will be subject to 12.07 below.**

12.07 When making a disciplinary decision, the University will not consider any prior discipline after the employee has worked for **12** ~~18~~ months during which there has not been subsequent discipline

imposed **for a similar infraction**. At the request of an employee, all such prior disciplinary records will be removed from their personnel file.

- 12.08 Where ~~there is a claim of harassment or discrimination and~~ the University decides to remove an employee from the workplace **and place them on administrative leave** pending its investigation ~~of the claim~~, the University shall continue the employee's wages and benefits during the investigation period.

## Article 15 – Whistleblower Protection

Note: The Union wishes to discuss the reporting procedure for USW Members for this Article, as it relates to safe disclosure, etc.

- 15.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised. **In dealings with the University on matters related to a report of wrongdoing, 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.**

## Article 16 – No Harassment or Discrimination

Note: As noted previously under “General” references to policies and or legislation are to be hyperlinked (housekeeping).

- 16.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the Human Rights Code, the **University's Harassment and Discrimination Prevention and Response Policy** ~~Policy on Harassment and Discrimination Policy~~, or the *Occupational Health and Safety Act*.
- 16.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome. It includes objectionable acts **such as but not limited to, bullying**, comments, or displays that demean, belittle, **isolate** or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 16.xx **Discrimination is an action or a decision that treats a group negatively, or treats a person negatively because of their affiliation with a group. There shall be no discrimination, interference, restriction, or coercion exercised or practiced regarding any term or condition of employment under this agreement, including but not limited to, salary, appointment, promotion, termination of employment, lay-off, and all types of leaves. Further, there shall be no discrimination by reason of race, national or ethnic origin, ancestry, place of birth, citizenship, colour, creed, political or religious affiliation or belief, age, sex, sexual orientation, gender expression and/or identity, physical attributes, marital status, spousal status, family**

**status, physical or mental ill-health, illness or disability, a conviction for which a pardon has been granted or a record suspended.**

- 16.08 The parties agree that the preferred method of handling complaints is to follow the **University's Harassment and Discrimination Prevention and Response Policy**. ~~procedures established by the University's Human Resources Department.~~
- 16.10 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's **Harassment and Discrimination Prevention and Response Policy** ~~Policy on Harassment and Discrimination~~, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.
- 16.12 Where a complaint is being addressed through the procedures established by the University's **Harassment and Discrimination Prevention and Response Policy** ~~Policy on Harassment and Discrimination~~, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures have been completed.
- 16.xx Where there is a claim of harassment or discrimination and the University decides to remove an employee from the workplace and place on administrative leave pending its investigation of the claim, the University shall continue the employee's wages and benefits during the investigation period.**

*Investigations (new sub-heading)*

- 16.xx In certain circumstances, it may be appropriate for the Parties to mutually agree on an alternative method of fact finding and resolution other than the process provided for in the University's Harassment and Discrimination Prevention and Response Policy. Grievance timelines in such circumstances may be extended by mutual agreement of the Parties.**

## Article 17 – Health and Safety

- 17.03 The Union will select a worker representative for each applicable Joint Health and Safety Committee formed under the Occupational Health and Safety Act. **For clarity, the choice of a worker representative lies solely with the Union.** This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- 17.06 The University will supply, and employees will wear/utilize, personal protective equipment **(including face masks)** and ~~the~~ any other devices that the University requires employees to wear/utilize.
- 17.07 An employee who is required by the Employer to wear safety footwear on the job will receive, upon presentation of a receipt therefor, reimbursement up to **\$250.00** ~~\$180.00~~ per calendar year for the purchase of approved safety footwear. Safety footwear must comply with the University's Standard Operating Procedure regarding "Foot Protection," and be in serviceable condition as determined by the employee's Manager.
- 17.xx An employee who is required by the Employer to wear University branded clothing will be provided with two sets of seasonally appropriate clothing.**
- 17.xx An employee employed in the role of a Postal Worker will receive, upon presentation of a receipt therefor, reimbursement up to \$200.00 every six months for the purchase of appropriate footwear.**
- 17.08 If asked by a pregnant employee to request a workplace assessment in relation to their pregnancy, the employee's Manager will submit an assessment request to the Department of Environmental Health and Safety (EH&S). When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the University will arrange reasonable accommodation.

## Article 18 – Probationary Period, Seniority, Posting, Layoff and Redeployment

### **Seniority**

18.06

- (e) The University will post a 2 seniority lists on the Human Resources web site by January 15th and July 15th of each year. The **first** seniority list will include the name of each employee in the bargaining unit who has completed their probationary period and will indicate the employee's seniority date. **A second seniority list indicating the name of each probationary employee, their department, hire date, and the anticipated date of seniority.** A copy of these seniority lists will be provided directly to the Union on or before January 15th and July 15th of each year in electronic format.

### **Job Posting**

- 18.07 a) Subject to Article 18.11, when the University decides to fill a vacancy in the bargaining unit it will be filled by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on the Human Resources website for at least ~~7~~ **14** calendar days. The University may determine that a posted vacancy will not be filled. **When the University determines that a vacancy will not be filled, the Employer will notify the Union in writing.**
- b) **The University may post a vacated continuing position as a term position only if there is a significant change in job duties of the position such that it is a new position, or if there is significant reorganization of the department such that the original position no longer fits within the organizational structure of the department at the time of posting. The University will meet with the union to provide relevant data, such as but not limited to, job description(s) and organizational chart(s) prior to posting the position. The University agrees the onus lies with the Employer to demonstrate that significant job duties and/or reorganization of a department has taken place to justify the posting of a vacated continuing position as a term position.**
- (c) **The University may only fill a vacated continuing position with casual or student workers for a period of less than 4 months or until the vacated continuing position is posted and filled. The Employer will meet with the Union to provide written notification and justification for the delay in posting.**
- 18.08 Each posting must identify: the date of the posting, the date by which applications must be received, the job title, the appointment type **in accordance with 18.07 above** (i.e. "continuing", "term" or "continuing term"), **the position number**, the FTE of the position, the Department, salary grade, length of term, **hours of work, remote work details (if applicable)**, a description of the work, and the qualifications required **or considered an asset. For clarity, hours of work will indicate whether evening and weekend shifts are required.**
- 18.10 Prior to posting a position in the bargaining unit, the University will attempt to fill the position with a University employee who requires accommodation pursuant to the Ontario Human Rights Code. **The University will notify the Union if a bargaining unit position is filled by a University employee requiring accommodation.**

### ***Posting Not Required***

- 18.11 (a) **Where a term appointment has been filled pursuant to Articles 18.12 and 18.30, any subsequent renewed** ~~Term appointments renewed following ratification of this Agreement shall first be offered to the incumbent. if she/he has the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.~~

### ***Application and Selection Process***

Note: The Union would like to discuss the joint development of an interview rubric to ensure consistent, transparent, and fair scoring across hiring at the University. The Union proposes entering into a Letter of Understanding (LOU) to define the project parameters and agree to project deliverables and timelines.

Note: Further, the Union would like to discuss the programing standards, screening, etc., details of the CareerQ program to better understanding the recruiting process for Members.

- 18.12 (a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department. ~~Qualified internal applicants will be interviewed first. However, after completing interviews for internal applicants, the hiring Department retains the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant.~~
- (x) **Internal applicants who meet the minimum qualifications will be interviewed and granted time off work with pay to participate in the interview. Internal applicants will be interviewed first. External applications will be withheld from the hiring department until the internal interviews have been completed.**
- (x) However, after completing ~~and~~ interviews ~~for~~ of internal applicants, the hiring Department retains the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant. **Internal applicants will be given preferential hiring over external applicants when the hiring department is evaluating similarly qualified applicants.**
- (x) The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, ~~and~~ relevant experience, **and applicable legislation.** The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. **When requested by the Union, the University will provide all interview notes, testing results and any other documentation relevant to the hiring committee's selection, within 5 business days of the request.**



- (x) When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.
- (x) **The University shall award the position to the successful candidate within 30 business days of the closing date of the posted vacancy. This time limit may be extended by mutual agreement of the Parties, which will not be unreasonably withheld.**
- (x) The University shall post the name of the successful applicant on the HR website within 10 business days of awarding the position.

18.13 When requested to do so, a representative of the hiring committee will meet with an employee who was granted an interview but who was not selected as the successful candidate to discuss **and provide written documentation regarding why the employee was not selected and how they might prepare for future job postings.**

**Career Development Opportunities - Term Appointments**

- 18.14 (b) (ii) the employee making the request for leave must have completed their probationary period ~~and must have been in their home position for at least 1 year;~~
- (iii) the decision to grant or deny a leave request will be made in a timely manner and shall be subject to an assessment about the potential impact such leave would have on operational efficiency and service effectiveness of the employee's home Department. Such assessment will not be made in a manner that is arbitrary, discriminatory or in bad faith. **The Union will be copied on the decision letter provided to the employee;**
- (iv) an employee on leave from a continuing position will return to their home position at the end of the temporary leave, if the continuing position still exists. If it does not, then the provisions of this Agreement concerning ~~Indefinite Layoff~~, **Layoff, Indefinite or Temporary, Organizational Change, Reduction of Hours, and Redeployment** shall apply **upon their return to the home position;**

**Layoff**

- 18.15 (b) **For clarity, the University agrees that a change in the allocation of funding for general staff appointments will not result in a layoff or the reduction of positions in the bargaining unit.**
  - (c) Non-bargaining unit individuals employed by the University shall not perform duties normally assigned to bargaining unit members if doing so will result in the layoff, or in a reduction of the regular work hours, of any bargaining unit member.
- 18.16 At least 3 weeks in advance of a layoff notice being issued, the Local Union President/**designate** shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.
- 18.17 Within 2 weeks of notifying the Local Union President/ **designate** about the pending layoff, the University will meet with the Union to inform the Union of its intention and the reason(s) for the

layoff. At this meeting, the University and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff. When requested to do so, the Employer will provide the Union with the job description(s) and the organizational chart(s) if available.

***Organizational Change***

- 18.21 (a) **When a Department has decided to undergo an organizational review that may result in changes to the complement or duties and responsibilities of employees in the bargaining unit, they will provide written notice to the Union prior to commencing the review and will consult with the Union on any changes that would affect bargaining unit members. Upon ratification of this Agreement the University will have 60 business days to inform and consult with the Union on all reorganizational reviews currently underway.**
- (b) Where, as a result of organizational change, 1 or more employees within a Department have received a layoff notice and a new position(s), at the same salary grade or a lower salary grade, is established, before being posted under Article 18.12 the new position(s) in the Department and any subsequent vacancies created in the Department will first be available to eligible employee(s) in the Department who have received a layoff notice and who apply for the positions(s). Where a new position(s), at a higher salary grade, is established, before being posted under Article 18.12, the new position(s) will first be posted internally within the Department.
- 18.22 **In selecting the successful candidate, if any, the University will ensure that employees who have received a layoff notice and who enter redeployment are evaluated for any position made available in 18.21 above pursuant to 18.30 below. If there are no redeployment candidates, the University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.**

***Temporary Layoff/Reduction of Hours***

**Housekeeping:**

Change references to the "Revised Pension Plan of Queen's University" to "**University Pension Plan**"

Change references to the "Employee Assistance Plan" to "**Employee and Family Assistance Program**".

**Indefinite Layoff and Redeployment**

18.26 (a) An employee who is subject to indefinite layoff, which includes a reduction of hours of a position by 20% or more for an indefinite period, will receive advance notice of the layoff, pay in lieu of notice, or combination thereof, in accordance with the following:

<b>Completed Years of Continuous Service as at Date of Layoff Notice</b>	<b>Weeks of Notice</b>
During probationary period	<b>4 <del>3</del></b>
Completed probationary period but less than 4	<b>9 <del>8</del></b>
4 but less than 5	<b>11 <del>10</del></b>
5 but less than 10	<b>13 <del>12</del></b>
10	<b>17 <del>16</del></b>
11	<b>18 <del>17</del></b>
12	<b>19 <del>18</del></b>
13	<b>20 <del>19</del></b>
14	<b>21 <del>20</del></b>
15	<b>22 <del>21</del></b>
16	<b>23 <del>22</del></b>
17	<b>24 <del>23</del></b>
18	<b>25 <del>24</del></b>
19	<b>26 <del>25</del></b>
20 or more	<b>27 <del>26</del></b>

(b) An employee who has received advance notice of the layoff that encompasses the Christmas Closing as outlined in Article 21.08, will be granted 1 additional week of redeployment with pay.

18.27 (d) if an employee is on any approved leave, including career development leave or general leave of absence, the notice period and entry into the redeployment pool will begin on the date the employee is scheduled to return to work from such leave.

18.28 An employee who is indefinitely laid off by a reduction of hours of 20% or more will enter the redeployment pool. Such employee shall have ~~2~~ **3** weeks to determine if they wish to accept the reduced position. Thereafter, the employee may accept the reduction of hours at any time during their notice period, provided the position has not been offered to another employee.

18.29 An employee who receives notice of indefinite lay-off due to the elimination of their position will enter the redeployment pool. **The University will ensure the employee has access to all bargaining unit job postings through CareerQ, MyHR, and career development opportunities through Human Resources from the first day of notice.**

18.30 (d) If 2 or more employees from the redeployment pool are interviewed pursuant to (b) above, then the University will select the qualified candidate, if any, **with the most seniority.** ~~in accordance with Article 18.21 (b).~~

Note: The Union would like to discuss the programing standards, screening, etc., details of the CareerQ program to better understanding the recruiting process for Redeployment Members (e.g. application delivery and identification, etc.).

18.32 (a) return to the redeployment pool on ~~an unpaid~~ **a paid** basis, **with the same total compensation as the position for which they received the layoff**, for the remainder of their original period of notice and/or redeployment period, or,

18.34 (a) if the employee provides a written instruction to the Human Resources Department to remove their name;

18.36 (b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with **Article 18.26** ~~the Employment Standards Act, 2000~~. The employee will be placed in the redeployment pool for the duration of the notice period or until the original stated appointment end date, whichever is earlier. If the employee does not obtain alternate employment with the University during the applicable period, they shall be entitled to receive severance pay in accordance with **Appendix F** ~~the Employment Standards Act, 2000~~.

## NEW ARTICLE – Remote Work

The University and the Union agree to the following with respect to remote work:

- xx.xx (a) “remote work” is defined as work which will be performed either partially or fully from an approved remote workspace outside of the Queen’s University campus in the city of Kingston.
  - (b) if a new position is created by the university and filled by an individual who, but for the work being performed remotely, would fall within the bargaining unit, the individual holding such position shall be covered by this agreement.
  - (c) if a vacancy arises in an existing bargaining unit position and that vacancy is filled by an employee who, but for the work being performed remotely, would fall within the bargaining unit, the individual holding such position shall be covered by this agreement.
  - (d) if an employee voluntarily agrees to participate in a remote work arrangement with the university, the employee shall remain covered by this agreement.
- xx.xx In other words, and for the sake of clarity, all existing or new positions that, but for the work being performed remotely, would fall within the bargaining unit shall continue to be covered by this agreement regardless of where such work is being performed.

## NEW ARTICLE – Remote Work Agreements

### *Temporary Remote Work Outside of Canada*

- XX.xx 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.
- XX.xx 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.
- XX.xx 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 60 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; and,
  - 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.
- XX.xx** 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.

***Voluntary Remote Work Arrangements (RWA)***

Note: The Union wishes to discuss incorporating details of the Letter of Understanding (LOU) RE: Voluntary Remote Work Arrangements (RWA) into this new Article under this new sub-heading.

## Article 19 – Workload

Delete current 19.01 and replace with new 19.01 to 19.08 as follows:

~~19.01 The University encourages regular discussion between employees and managers regarding workload and priorities. This includes discussion about resources, advice and support to allow employees to manage their workload.~~

**19.01 The University will manage workloads in accordance with the following principles:**

- a) **Workloads will be allocated in a fair and equitable manner.**
- b) **Workloads will be allocated with regard to the University’s duty to care for, and protect the health and welfare of, including legislative occupational health and safety obligations, employees in relation to the performance of their duties.**
- c) **Each employee is entitled to a reasonable workload. In particular, the allocation of work to an employee will:**
  - i. **be consistent with the employee’s level of appointment, percentage of FTE and manageable within ordinary hours of work; and,**
  - ii. **recognize the importance of maintaining an appropriate balance between work and personal life.**
- d) **Consistent with operational requirements and at the employee’s request, workloads may be subject to reasonable adjustment to address work/life balance.**
- e) **Managers will ensure that all employees have the necessary resources, advice and support to adequately manage their workload.**
- f) **Planning for workloads will include collegial discussion and fair and proper consideration of workload implications.**
- g) **Employees and Managers should ensure that workloads are managed such that leave entitlements are taken in a timely manner to ensure adequate breaks from work.**

**19.02 The University encourages regular discussion between employees and managers regarding workload and priorities.**

**19.03 The University will ensure that managers are aware of their responsibilities in managing workloads and are aware of the workload management principles in this Agreement.**

**19.04 Time-limited additional duties may not be added to an employee’s workload if they are already at 100% FTE (generally working 7 hours a day/35 hours a week) without an equal amount of duties being temporarily removed from their scope. The assignment of temporary duties should not normally exceed a period of 4 months. For clarity, additional duties of a higher graded position, will be subject to Article 30.08 Acting Pay.**

- 19.05 Permanent additional duties that are added to a position's scope of responsibility requires the equivalent percentage of work to be removed from the position, and reassigned within the bargaining unit pursuant to Article 19.04 above, if the work still exists.
- 19.06 Additional duties that are permanent changes to an employee's scope of responsibility cannot represent 20% or more of the work of a position without the position undergoing a job re-evaluation.
- 19.07 For changes in workload associated with the increase in volume of current duties, any changes in excess of 20% or more of a position's FTE will undergo an assessment of which duties in an equal proportion can be reassigned pursuant to 19.04 or 19.05 above as applicable.
- 19.08 When the University meets with the employee regarding workload, the employee will be entitled to have a Union representative in attendance.

## Article 20 – Hours of Work and Overtime

### ***Lunch and Break Periods***

- 20.04 (a) Each employee whose workday consists of 7 hours or more is entitled to a 1-hour lunch break without pay, approximately mid-way through a workday. Variations to an employee's standard lunch break may be addressed under Article 20.08 as part of an arrangement for flexible working hours. Each employee whose workday consists of 7 hours or more is also entitled to a paid 15-minute break at an appropriate time during the 1st and 2nd half of the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Paid break time cannot be accumulated and taken as time off.
- (b) **Staff in front facing positions will be provided a separate space for lunch and break purposes.**

### ***Schedule Changes***

- 20.05 (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide 10 business days' written notice except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so. **The Union will be provided with a copy of the written notice in advance of such change.** The University may utilize this clause a maximum of ~~10~~ 5 days per calendar year, per employee. The employee may agree, in writing, to the University utilizing this clause in excess of ~~10~~ 5 days per calendar year for purposes such as attendance at conferences, seminars, and for training purposes.
- (b) The Parties acknowledge that for certain positions normal hours of work may vary on a regular basis and will not be subject to (a) above. **Positions that fall under 20.05 (b) will be indicated in their offer letter, a copy of which will be forwarded to the Union. Positions that are subject to the operation of this Article will be positions for which the employee exerts a large degree of**



control over their own schedule. For clarity, it is understood that positions defined under this article will not normally require management oversight in the creation or enforcement of their working hours. For further clarity, the provisions of Article 20.21 will apply to employees in these positions for any hours worked in excess 7 hours per day and/or work done on a Saturday or Sunday. Article 20.05 (b) will not be used to circumvent the lieu/overtime provisions under Article 20.21.

- 20.06 If a new schedule is to be introduced on an ongoing basis the employee shall be provided with **60** ~~30~~ business days' written notice, **a copy of which will be provided to the Union**. The employee may agree, in writing, to accept the schedule change sooner.

#### *Flexible-Alternate Hours of Work*

Change Sub-title above from "Flexible Hours of Work" to "**Alternate Hours of Work**".

- 20.08 An employee may make a request to their Manager/designate for flexibility regarding individual hours of work. For example, such request may include flexible hours, a compressed lunch hour, or a compressed work week. It is understood that the design, approval and renewal, if any, of any requested flexible working arrangement is subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory or made in bad faith. If any lieu time is accrued under a Flexible Hours of Work arrangement, such time will be taken at times mutually agreed to by the employee and the Department Head/designate within the calendar year in which the lieu time accrued. **For clarity, lieu time is calculated pursuant to Article 20.21 (a) & (c).**
- 20.09 It is understood that such arrangements may not be operationally suitable in some work units and/or for certain positions. **It is also understood that such arrangements are not to used to avoid overtime and/or lieu time pursuant to Article 20.21 (a-c), or to augment schedule changes pursuant to Articles 20.05 (a) & (b) or otherwise circumvent any other scheduling article in this Agreement.**
- 20.10 It is further understood that such arrangements will be cost neutral to the University and will not trigger overtime payments pursuant to Article 20.21 (b).

#### *Call-Back*

- 20.11 (a) When an employee who has completed their normal work day ~~has left the University premises, and~~ is required by the Employer to return to **the University premises, work** they shall be entitled to call-back pay. An employee entitled to call-back pay will be paid **overtime rates pursuant to Article 20.21 (b)** ~~at 1.5 times their regular hourly rate~~ for actual hours worked or will be paid for ~~4~~ **6** hours at their regular rate, whichever is greater. **Employees who are called back by the Employer will also be paid for travel time at the overtime rate(s).**
- (b) **The Employer will distribute call-backs by order of seniority among those employees who would normally perform the work. The department will maintain lists of those employees who have indicated an interest in call-back work. These lists will be revised at least quarterly and updated lists will be posted in each department. If an employee declines 3**

**call-back opportunities in a row, they will be removed from the list. Once removed, they can request to be re-added on the next quarterly list.**

***Log-on/Telephone Consultation Pay***

20.12 An employee who is required by the Employer to log-on from their home or from a remote location to the Employer's computer/electronic system or to engage in a telephone/electronic communication to conduct work outside of their regularly scheduled hours of work, for at least 15 minutes in duration, will be paid **overtime rates pursuant to Article 20.21 (b)** ~~at 1.5 times their regular hourly rate~~ for the actual time worked, **or will be paid for ± 4 hour's pay, whichever is greater.**

***On-Call***

20.13 (a) Subject to paragraph (b) below, when an employee is assigned to be on-call and therefore available when not at work, they will be advised at least 10 business days prior, except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so, of the date(s) and duration of the on-call assignment. The employee will be paid 1 hour's pay at their regular hourly rate for each period of ~~6 8~~ hours they are on-call.

(b) When an employee is assigned to be on-call on their scheduled day off or on a Statutory Holiday, they will be paid 1 hour's pay at their regular hourly rate for each period of ~~4 6~~ hours that they are on-call.

20.14 A department that requires an employee to be on-call will provide the employee with the appropriate communication device for contact purposes. The employee shall be required to carry the device at all times during their on-call assignment. An employee who is on-call is required to respond immediately if ~~paged~~/contacted, and if requested to do so, to report to work without undue delay, in which case they will be entitled to call-back pay.

20.15 If the employee is ~~paged~~/contacted and they are able to resolve the issue on-line or by telephone, rather than reporting to work, they will be entitled to log-on/telephone consultation pay.

***Additional Hours of Work and Overtime***

20.16 The Parties recognize that the University's operations may require part-time employees to perform additional hours of work and/or for full-time employees to work overtime. To the extent feasible, additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work and/or overtime, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work and/or the overtime assignment. **For clarity, 20.05 (b) is not meant to circumvent this provision and employees shall be compensated for applicable overtime.**

- 20.21 (b) Overtime Payment: If the employee and the Department Head/designate agree to overtime payment instead of lieu time ~~at the time the overtime work is offered~~, or if the employee's overtime lieu bank is full, then:

***Averaging (new sub-heading)***

20.23 (a) **General:**

- (i) Subject to Paragraph (b) below, and notwithstanding Articles 20.03, 20.05, and 20.21, the Parties acknowledge that, for certain work units/positions normal hours of work will vary widely on a regular basis and will not conform to the provisions of Article 20.03 above, due to the nature of the work.
- (ii) Such non-conforming hours of work will not normally require a work week averaging more than 35, or 37.5, or 40, hours, as applicable, over an academic term and in no case shall any employee be required to work in excess of **50** ~~60~~ hours in any work week.
- (iii) An employee who works in excess of their standard weekly hours, averaged over two consecutive academic terms, **as defined in writing to the employee at the beginning of the academic year**, will be entitled to time in lieu pursuant to Article 20.21 (a), which, ~~to the extent possible~~, will be scheduled in accordance with the employee's preference.
- (iv) **At the end of the two consecutive terms, any hours remaining in the lieu bank of the employee will be paid out at the applicable overtime rate as it was accumulated pursuant to 20.21 (b).**
- (v) To the extent that current Hours of Work arrangements provide the same or better entitlement to time in lieu as the standard set out in this Article 20.23 (a), such arrangements are permitted to continue.

(b) **Athletics and Recreation Department:**

- (i) Notwithstanding Articles 20.03, 20.05, 20.21, and 20.23 (a), in the case of the High Performance, Business Development, Facility Operations and Recreation and Sports Clubs units within the Athletics and Recreation Department **the Parties acknowledge that, for these Units certain work/positions normal hours of work will vary widely on a regular basis and will not conform to the provisions of Article 20.03 above, due to the nature of the work.**
- (ii) **Such non-conforming hours of work** will not normally require a work week averaging more than 35, or 37.5, or 40 hours, as applicable, over an athletic year **and in no case shall any employee be required to work in excess of 50** ~~60~~ hours in any work week.
- (iii) **The Parties recognize** that the "preparatory & competition season", generally September to November inclusive and January to March inclusive, is the time when

most non-conforming hours will be worked and that the “off season”, generally December, and April to August inclusive, is when the majority of lieu time will be taken.

- (iv) An employee who works in excess of their standard weekly hours, averaged over the athletic year, will be entitled to time in lieu pursuant to Article 20.21 (a), which, ~~to the extent possible,~~ will be scheduled in accordance with the employee’s preference.
  - (v) To the extent that current Hours of Work arrangements provide the same or better entitlements to time in lieu as the standard set out in this Article 20.23 (b), such arrangements are permitted to continue.
- (c) **By January 15, of each year the University will provide the Union, in electronic format, with a list of all positions, broken down by incumbent’s full name, department, status (continuing, continuing term, or term), position title, position number, grade and step, and salary, that are subject to Averaging Articles 20.23 (a & b), and/or the Letter of Understanding regarding Travel Time Credit language.**
- (d) **In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it requires non-conforming hours of work as per Articles 20.23 (a or b) and, if applicable, travel is an inherent part of the value of the position(s) in accordance with the Letter of Understanding regarding Travel Time Credit, the Employer will:**
- (i) **Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of Articles 20.23 (a or b) or the Letter of Understanding regarding Travel Time Credits.**
  - (ii) **The Employer will provide the Union with a copy of the data and rational referred to in (i) above for its records.**
  - (iii) **The Employer will provide written notice to the affected employee(s) pursuant to Article 20.06 of the Collective Agreement.**
  - (iv) **The Employer will provide a copy of the written notice to the Union for its records.**
  - (v) **In the event that the Union disagrees with the Employer's determination, the Union may file a grievance commencing at Step 2 of the Grievance Process.**

***Shift Differential***

20.26 Employees whose hours of work regularly begin at 4:00 p.m. or later shall receive a shift premium of **\$1.50** ~~\$0.45~~ per hour.

20.27 Employees whose hours of work regularly begin at midnight or later shall receive a shift premium of **\$2.00** ~~\$0.50~~ per hour.

### **Weekend Premium**

20.28 Employees required to work on weekends shall receive a premium of **\$1.50** ~~\$0.50~~ per hour for all scheduled hours of work on Saturdays and **\$2.00** ~~\$1.55~~ per hour for all scheduled hours of work on Sundays.

### **Article 21 – Paid Holidays**

**21.xx** In recognition of the varied cultural celebrations and other days of importance not currently recognized as statutory holidays, every employee will be granted 2 floating holidays (days off with pay) per calendar year.

### **Article 22 – Vacations**

#### ***Interruption of Vacation***

**22.08 (c)** If a staff member's vacation is interrupted by the requirement to quarantine then their entitlement to substitute sick leave for vacation time shall be governed by 24.10.

### **Article 23 – Leaves of Absence**

#### ***Bereavement Leave (new sub-heading)***

~~23.02 In the event of a death in an employee's immediate family or in the event of the death of a close relative, leave without loss of pay may be granted for a period of up to 5 working days within the 7 consecutive calendar days immediately following the death. This includes time for travel, attending the funeral and involvement in funeral arrangements and affairs. Notwithstanding the foregoing,~~

- ~~(i)~~ **In the event of a case of the death of an employee's immediate family, a close relative or the death of a person whose relations is not defined below, the impact of which is comparable to that of the immediate family (e.g. a close friend), the employee shall be granted a leave of absence without loss of pay for a minimum period of 5 working days up to a maximum of 7 working days following the death, or at another time mutually agreed upon. For clarity immediate family or a close relative may include a parent including a step parent, spouse, partner, child including a child of the employee's current spouse, a sibling including a step sister or step brother, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent or grandchild. **Up to an additional 2 days with pay where travel is in excess of 200 kilometers will be granted to the employee.** ~~the employee shall be granted a leave of absence without loss of pay for a period of 5 working days within the 7 consecutive calendar days immediately following the death.~~**
- (ii) At the employee's request, up to 5 bereavement days may be used at a later date to attend an interment or celebration of life within 1 calendar year of the date of the death.**

### ***Compassionate Leave***

23.04 Important or unusual circumstances may make it necessary for an employee to be absent from work for ~~short~~ periods of time. An employee may request leave due to a ~~sudden~~ serious illness in the employee's household, a medical or dental appointment or other such infrequent emergency. If granted, such leave will be without loss of pay. Each situation will be decided by the Department Head/designate and in doing so she/he will not act in a manner that is arbitrary, discriminatory or in bad faith.

### ***Employee Wellbeing Leave***

23.xx Recognizing that good mental health is of increasing importance in the maintenance of healthy and productive employees, the University will grant 35 hours of paid time per calendar year for personal wellbeing days to each employee for such uses, without being exhaustive, as attendance at mental health/counselling appointments, or other such preventative selfcare measures.

### ***Cultural, Traditional and Ceremonial Leave***

23.xx Provided that such leave will not interfere with operations, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue cultural, traditional and/or ceremonial activities (e.g., Indigenous and/or non-Christian observances). These days may be taken as half or full days. The Employee may use lieu time from their overtime bank at their discretion. Such leave requests are subject to the approval of the Department Head/designate and will not be unreasonably denied. This leave shall not be carried over.

### ***Medical Appointments***

23.05 A request for leave for a scheduled medical appointment (e.g. doctor's or dentist's appointments) **when possible must should** be made at least 2 business days prior to the appointment. **Requests for medical appointments will be approved without loss of pay.**

### ***Elections***

23.06 An employee who is a candidate in a Provincial, ~~or~~ Federal **or Indigenous Band** election will, on request to her/his Department Head/designate, be granted leave of absence without pay during the campaign period and, if elected, during 1 term in office.

23.07 The recommended length of unpaid leaves of absence for campaign purposes are as follows:

- (b) for election to Municipal, Regional or County Office, leave for the equivalent of up to 10 days, depending on the nature of the office being sought;
- (c) for election to any Indigenous Band Office, leave for the equivalent of up to 30 days.

## **Family Leave**

### 23.12 Pregnancy Leave – General

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act*, except as amended in this Agreement. **For clarity pregnancy leave as defined in this Agreement, shall include all new parents whether by birth, adoption, or surrogacy.**
- (b) At least 1 month in advance of the expected delivery, the employee should make written application to the Department Head/designate, for Pregnancy Leave including the date the leave will commence and the expected date of return to work but in no event shall such written application be provided less than 2 weeks prior to the commencement of the leave. In cases where the exact date of the birth/adoption/**surrogacy** of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth/adoption/**surrogacy** proceedings.

### 23.15 Parental Leave – General

#### Definitions:

Standard Parental Leave: a leave of absence from work of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.

Extended Parental Leave: a leave of absence from work of up to 61 weeks if the employee took a Pregnancy Leave or up to 63 weeks if the employee did not take Pregnancy Leave.

- (a) An employee who becomes a parent of a child is eligible to take a Parental Leave in accordance with the provisions of the *Employment Standards Act*, except as amended by this Agreement. **For clarity parental leave as defined in this Agreement, shall include all new parents whether by birth, adoption, or surrogacy.**
- (k) In cases where the exact date of the birth/adoption/**surrogacy** of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth/adoption/**surrogacy** proceedings.

## **Moving**

- 23.31 The Department Head/designate may grant up to **± 2** days of leave of absence with pay per calendar year to an employee who is moving from one residence to another ~~in the local area~~.

## **Reservist Leave**

- 23.32 An employee who is a military reservist is entitled to take a leave of absence without pay if they **are required to train or are** deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).

### ***Voting Day***

23.35 Each employee who is a Canadian citizen, 18 years or older and who is otherwise eligible to vote is entitled to 3 consecutive hours during the polling hours on election day to vote in a Federal, Provincial, or Municipal or **Indigenous Band** election.

### ***Domestic or Sexual Violence Leave***

23.39 The employee will be entitled to be accompanied by a **Union Representative** or ~~Steward~~ at any meeting held to discuss reasonable precautions within the workplace. The University will inform the employee of the right to be accompanied by a **Union Representative** or ~~Steward~~ prior to the start of any such meeting, unless the employee waives their right to have a **Union Representative** present, **a copy of which will be provided to the Union. The Union will be provided with as much advance notice as possible of the meeting, but not normally less than 2 business days, unless otherwise agreed to by the Parties.**

## Article 24 – Sick Leave

Note: As noted previously under “General” references to policies and or legislation are to be hyperlinked (housekeeping).

Note: The Union is requesting that the University’s Sick Leave Plan and the University’s Administrative Guidelines be appended to the Collective Agreement as Appendix H.

24.06 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.~~

24.09 The Employer will reimburse the employee for the cost of the required physician’s certificate ~~up to a maximum of \$50.00 per certificate.~~

### ***Accommodation and Return to Work***

24.13 The University shall notify each employee who requires accommodation and/or is returning to work from a leave that was due to a disability of their right to **Union Representation**. In the event an employee provides their written consent for the release of their medical information, a **Union Representative** ~~Steward~~ or other appropriate **Union representative** will be entitled to attend the employee’s **accommodation and/or** return to work meeting, if such a meeting is required by the Employer. **In the event an employee declines Union Representation, the Union will be notified in writing.**

24.16 **By January 15 and July 15, of each year, the University will provide the Union with a list of all employees who have an accommodation anticipated to be longer than 1 year in length, in electronic format (excel and PDF).**



## Article 26 – Humanity Fund

26.02 The University ~~will remit~~ ~~agrees to deduct~~ on a monthly basis, prior to the fifteenth day of the month following the deduction, the amount of \$0.03 per hour from the wages of employees in the bargaining unit for all compensated hours, to pay the amount so deducted to the Humanity Fund and to forward such payment either by electronic bank transfer or to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

## Article 27 – Committees

27.02 **For University Committees which have employee representation, such as but not limited to Senate and Senate subcommittees and the Board of Trustees, for which time outside of regular working hours is required, employees will be eligible for overtime or lieu time pursuant to Article 20.21. This Article will not be used to circumvent general staff representation on any such committees.**

## Article 28 – Bulletin Boards/Space and Services

28.03 USW Local 2010 may use internal services, including **email**, telephones, campus mail and meeting room space, on the same terms and conditions as specified by the Employer's policies and protocols for internal users.

28.04 **The University will Whitelist the Union's emails (@usw2010.ca; @usw.ca; @usw.org) and the Union's email contact program to ensure approved, authorized access to USW Member's Queen's email addresses.**

## Article 29 – Correspondence and Information, and Copies of the Agreement

29.05 All formal notices to the Union or to the University required by this Agreement or incidental thereto shall pass to and from the Employer's Director of Employee/Labour Relations or their designate and the **Local Union President or their designate, with a copy** to the USW Staff Representative ~~or their designate~~.

## NEW ARTICLE – Job Re-evaluation and Dispute Resolution

### *Exclusions from the Bargaining Unit due to Job Re-evaluation*

**XX.xx** The University agrees to notify the Union in writing when a position that is in the bargaining unit is removed from the bargaining unit as a result of a job re-evaluation. For greater certainty, the University agrees to provide such notice regardless of whether the position is required to be posted. The notification will be provided as soon as practicable, and in any event within 15 days of the job re-evaluation being completed, and will state the exclusionary ground(s) upon which the University relies in asserting that the position is no longer in the bargaining unit

### *Process for Submission of Job Re-evaluation Requests*

Notes:

- The Union wishes to incorporate “Schedule C – Process to address Re-evaluation and disputes post-implementation” to this new Article under this new Sub-heading.
- Current HR Forms that have been/are created for use during post-implementation will need to be hyperlinked to this Collective Agreement.

## NEW ARTICLE – Pay Equity

Notes:

- The Union wishes to incorporate the Pay Equity maintenance details as previously agreed upon by the Parties to this new Article under this new Sub-heading.
- The Union wishes to append the Final Amended Pay Equity Plan to this Collective Agreement as Appendix I.

## Article 30 – Compensation

The Union intends 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.

## Article 31 – Benefits

31.01 The University shall continue to 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 University and/or the Insurer. **The Parties agree that benefits and benefit levels shall not change during the term of this agreement.** Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union.

31.02 The Parties have agreed to the following Current Plan Details (“the Plan”):

Benefit*:	Current Plan Details:
Prescription drugs	Pay-direct drug card
	Dispensing Fee maximum of \$10 per prescription
	Generic Substitution
Paramedical (chiropractor, podiatrist, osteopath, chiropract, naturopath)	No change
Paramedical (physiotherapist)	80% reimbursement up to \$500 per year; no per-visit maximum
Registered psychologist	100% reimbursement up to \$1,000 per year
Speech therapy	No change
Vision (eye examinations)	Reimbursement to \$100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	Reimbursement to \$300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 3% per year (based on CPI)

\*All benefit coverage amounts not listed above (e.g. semi-private hospitalization, dental, basic life insurance) remain unchanged.

31.02 **Housekeeping:**

Change references to the “Revised Pension Plan of Queen’s University” to “**University Pension Plan**” as agreed to in Schedule “C” of the Memorandum of Agreement with Respect to Pensions (“Pension MOA”).

31.03 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 (**LTD**) Insurance Plan. It is understood that when a bargaining unit member is placed on LTD their position will be held for a period of up to 3 years.

- (b) Employees age 65 and over are not eligible for coverage under this plan, so an employee **will be may** withdrawn from enrolment in the LTD plan 6 months prior to their 65th birthday **by the University. Any LTD deductions made during this 6-month period before the employee reaches 65 shall be reimbursed to the employee by the University in a timely manner.**
- (c) The Union will be notified **monthly** by the University when LTD application documents have been sent to an employee.

### Article 33 – Term of Agreement

- 33.01 This Agreement shall be effective from January 1, **2022** and shall continue in effect up to and including ~~December 31, 2021~~ **June 30, 2024**, 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.
- 33.02 If notice of intention to amend the Agreement is given by either Party pursuant to the provisions of Article 33.01, such negotiations shall commence within 15 days thereafter or such other date as the Parties may mutually agree.
- 33.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on January 1, **2022** ~~2019~~, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

## APPENDIX A: Tuition Support Plan

### **Plan:**

1. The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below). The maximum allowance under this plan is **\$4,000** ~~\$3,000~~ per academic year, per student. In the case of students not taking a full course load; the allowance will be prorated based on the student's percent course load in comparison with a full-time course load at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of **\$4,000** ~~\$3,000~~).
3. Allowances will be made in two installments. An initial installment will be made in the fall term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed **\$3,000** ~~\$2,000~~ per claimant. A second and final installment will be made in the winter term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$1,000 per claimant. Students will be required to provide proof of continuing academic standing at their institution.
4. Applicants who are attending an institution where the first term begins during Queen's winter **or summer** terms will receive the calculated amount for the first installment (to a maximum of \$2,000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of **\$2,000** ~~\$1,000~~). These applications should be submitted manually by contacting Human Resources directly **and will be processed immediately**.
7. Term dates are as follows: fall term, September through December, winter term, January through April, **and summer term, May through August**. ~~Courses taken May through August are claimed and paid in combination with the fall term reimbursement.~~ This plan will be administered by the University Registrar and all documentation must be received by that department between September 1 and October 31 for the fall term, ~~and~~ between January 1 and February 28 for the winter term, **and between May 1 and June 30 for the summer term**.
9. The nominal value of the fund established for this plan is **\$400,000** ~~\$300,000~~.

## APPENDIX B: Tuition Assistance Program

The Tuition Assistance Program is divided into two components - the Educational Development Fund which pays tuition fees for Queen's credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of ~~\$1,000~~ ~~\$400~~ per year) for work-related courses at other recognized educational institutions.

## APPENDIX D: Child Care Benefit Plan

**Housekeeping:** The Union is requesting that the bullets used under the "Plan" section of this Appendix be changed to numbers.

- The plan maximum of ~~\$3,000~~ ~~\$2,000~~ per child will be provided only once per calendar year. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than full-time (e.g. 80% time appointment, 80% of ~~\$3,000~~ ~~\$2,000~~). There is no carry-over provision if the ~~\$3,000~~ ~~\$2,000~~ is not used per year.
- The nominal value of the fund established for this plan is ~~\$375,000~~ ~~\$250,000~~.

## APPENDIX E: Child Care Benefit Plan: Before and/or After School Programs, School Professional Activity Days, or Summer Camps

**Housekeeping:** The Union is requesting that the bullets used under the "Plan" section of this Appendix be changed to numbers.

- Claims made under both Appendix D and Appendix E for the same child will have a combined maximum of ~~\$3,000~~ ~~\$2,000~~ per child. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than fulltime (e.g. 80% time appointment, 80% of ~~\$3,000~~ ~~\$2,000~~). There is no carry-over provision if the ~~\$3,000~~ ~~\$2,000~~ is not used per year.

APPENDIX F: Severance Pay

Completed Years of Continuous Service on Layoff Date	Regular Severance Pay (weeks of regular pay)	Enhanced Severance Pay (weeks of regular pay)
Less than 2	<del>0</del> -1	<del>0</del> 2
2	<del>0</del> 2	<del>2</del> 4
3	<del>1</del> 3	<del>3</del> 6
4	<del>2</del> 4	<del>4</del> 8
5	<del>7</del> 8	<del>9</del> 10
6	<del>8</del> 9	<del>10</del> 11
7	<del>9</del> 10	<del>11</del> 12
8	<del>10</del> 11	<del>12</del> 13
9	<del>11</del> 12	<del>13</del> 14
10	<del>12</del> 13	<del>15</del> 16
11	<del>13</del> -14	<del>17</del> 20
12	<del>14</del> 15	<del>19</del> 22
13	<del>15</del> 16	<del>20</del> 23
14	<del>16</del> -17	<del>22</del> 25
15	<del>17</del> 18	<del>24</del> 27
16	<del>18</del> 19	<del>26</del> 29
17	<del>19</del> -20	<del>28</del> 31
18	<del>20</del> 22	<del>30</del> 33
19	<del>22</del> 24	<del>33</del> 36
20	<del>24</del> -26	<del>36</del> 39
21	<del>26</del> 28	<del>39</del> 42
22	<del>28</del> 30	<del>42</del> 45
23	<del>30</del> 32	<del>45</del> 48
24	<del>32</del> -34	<del>48</del> 52
25 or more	<del>35</del> 37	<del>52</del> 56

[APPENDIX G: Salary Grids](#)

Revised salary grids to be appended to the Collective Agreement as Appendix G here.

[NEW APPENDIX H: University's Sick Leave Plan and Administrative Guidelines](#)

The Union is requesting that the University's Sick Leave Plan and the University's Administrative Guidelines be appended to the Collective Agreement as Appendix H here.

[NEW APPENDIX I: Final Amended Pay Equity Plan](#)

The Union is requesting that the Final Amended Pay Equity Plan be appended to the Collective Agreement as Appendix I here.

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## Letter of Understanding: Central Heating Plant

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (**LOU**) and the **Memorandum of Agreement on Vacation Scheduling (MOA)** for 2nd Class Engineers in the Central Heating Plant ("employees"). To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of Understanding **and/or the Memorandum of Agreement**, the provisions of this Letter of Understanding **and/or the Memorandum of Agreement** on that matter will prevail.

### **1. Hours of Work and Scheduling**

Note: New schedule for Maintenance Engineers to be added by the Parties to this section of the LOU to reflect current practice.

- (e) Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time ("Earned Day Off") in that period, which will be taken during the employee's next scheduled maintenance week, normally on the first day of that week. **EDO's earned over the 4-week averaging period shall not be reduced or discounted by any absence due to sick leave.**

### **2. Shift premium**

- (a) Employees shall be paid a shift premium of ~~\$0.65~~ **\$1.55** per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.
- (b) Employees shall be paid a shift premium of ~~\$1.55~~ **\$2.00** per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

### **3. Weekend premiums**

- (a) Employees shall receive a premium of ~~\$0.65~~ **\$1.55** per hour for all scheduled hours of work on Saturday.
- (b) Employees shall receive a premium of ~~\$1.70~~ **\$2.15** per hour for all scheduled hours of work on Sunday.

### **4. Overtime**

- (b) **Overtime earned over the 4-week averaging period, as per 4 (a) above, shall not be reduced or discounted by any absence due to sick leave.**

### **10. Work Clothing**

- (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of a receipt, up to ~~\$180.00~~ **\$250.00** per calendar year for the purchase of a pair of approved safety footwear.

### **12. Labour Management Meetings**

- (a) ~~On a trial basis, the~~ Parties will hold labour/management meetings for 1 hour **three times per year on a bi-monthly basis**. The meetings will be attended by up to 2 employees and 2 members of management. Either Party may invite an advisor who can contribute constructively to items on the agenda.
- (c) To allow for preparation, each Party will give the other a list of topics to be discussed ~~a week~~ in advance of each meeting.

## Letter of Understanding: Travel Time Credit

1. It is acknowledged that for certain positions, travelling is an inherent part of the value of the job, therefore, some travel time outside of regular **University operating** work hours is to be expected. Except as it may be amended by this Letter of Understanding, the University's Policy for Travel and Related Expenses shall apply to an employee's travel on approved University business.
2. **When an employee travels on approved University business, during regular University operating hours pursuant to Article 20.03 (Monday to Friday, 8:30am to 4:30pm) and the travel is required during this time, actual travel time will be accumulated as hours of work and will be compensated at their regular hourly rate.**
3. When an employee travels on approved University business, outside their regular work hours, the following travel time credits shall apply:
  - (a) when travel is within 50 kms radius of the University - ~~zero time credit~~; **actual travel time shall be credited to a maximum of 1.0 hours;**
  - (b) when travel is within 51 kms and 150 kms radius of the University - actual travel time shall be credited to a maximum of ~~1.5~~ **2.0** hours;
  - (c) when travel is within 151 kms and 240 kms radius of the University - actual travel time shall be credited to a maximum of ~~2~~ **3.0** hours;
  - (d) when travel is within 241 kms and 330 kms radius of the University - actual travel time shall be credited to a maximum of ~~3~~ **4.0** hours;
  - (e) when travel is within 331 kms and 420 kms radius of the University - actual travel time shall be credited to a maximum of ~~4~~ **5.0** hours;
  - (f) when travel is greater than a radius of the University of 420 kms - actual travel time shall be credited to a maximum of 5 hours.
4. Travel time credits shall only apply to the initial trip from the University or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University or employee's residence, whichever is closer to the last external destination. **For clarity, all travel time for the Employer, to the final destination and return (round trip), including all connections layovers, transfers, etc., will be compensated at the employees regular hourly rate.**
5. Actual travel time is defined as:
  - (b) when travel is by public transportation, e.g. air travel, the scheduled time required to travel from public departure point to public arrival point, plus ~~1.5~~ **2 hours for land travel and 4 hours for air travel.**

~~The maximum travel time credit is 6.5 hours for each direction of a trip.~~

6. When an employee uses their personal vehicle, the per kilometer rate set out in the University's Policy for Travel and Related Expenses shall apply.

7. **Subject to Paragraph 9 below**, travel time credits provided to an employee pursuant to this Letter of Understanding shall not be included in an employee's hours of work for purposes of calculating entitlement to overtime.
8. To the extent that current travel arrangements in a department exceed the provisions set out in this Letter of Understanding, such arrangements are permitted to continue.
9. The University will maintain a travel time credit bank for each eligible employee, the accumulated total of which, at any given time, may not exceed 2 times the number of hours in an employee's regular work week. Any additional travel time credits that exceed this limit shall be paid to the employee on the next applicable pay date **in accordance with Article 20.21 (b)**. ~~at their regular hourly rate.~~

### [Letter of Understanding: School of English](#)

Note: The Union wishes to discuss updating this Letter of Understanding (LOU) to reflect the Group 2 Instructor schedule and to review the application of averaging to the instructor positions.

#### **Housekeeping:**

The Parties agree that the provisions of the **Collective Agreement** are subject to this Letter of Understanding (**LOU**) for Instructors in the School of English ("employees"). To the extent that a matter addressed in the **Collective Agreement** conflicts with this Letter of Understanding, the provisions of this Letter of Understanding on that matter will prevail.

### [Letter of Understanding: Residence Life Coordinators & Assistant Residence Life Coordinators](#)

Notes:

- This Letter of Understanding (LOU) needs to be replaced by the new Memorandum of Agreement (MOA) to amend the Letter of Understanding: Residence Life Coordinators and Assistant Residence Life Coordinators.
- The Union also wishes to discuss changes to the newly negotiated MOA in bargaining ahead of the one-year implementation review date.

### Letter of Understanding: Posting of Continuing Appointments

The University agrees that any posting not identified as a term appointment with a stated end date, will be posted as a continuing appointment.

When **the University is considering posting** a vacated existing continuing appointment **as a term appointment, the provisions of Article 18.07 will apply.** ~~is to be posted as a term appointment, the University will provide the Union with the rationale in writing prior to posting.~~

### NEW LETTER OF UNDERSTANDING: University Residence Move-In Day/Weekend

The Union wishes to discuss the creation of this Letter of Understanding regarding University Residence Move-In Day/Weekend.

### Letters of Understanding: Various

**Adjust** signature dates/details and re-sign the following Letters of Understanding:

- LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT
- LETTER OF UNDERSTANDING: E.I. PREMIUM REDUCTION

**Delete** the following Letter of Understanding:

- LETTER OF UNDERSTANDING - ACTIVITIES OF WORKING GROUP ON JOB EVALUATION (WGJE) [including Appendix A: Chart of Activities] – *to be replaced with new Article(s) in this Collective Agreement as previously agreed.*
- LETTER OF UNDERSTANDING: JOB EVALUATION PROJECT ACTIVITIES DATED JUNE 1, 2018 – *to be replaced with new Articles in this Collective Agreement as previously agreed.*

### Memorandum of Agreement (“MOA”) RE: Recognition of Aboriginal Indigenous Peoples

MOA Name change from “Recognition of Aboriginal Peoples” to “**Recognition of Indigenous Peoples**”.

The Union wishes to discuss the implementation of this MOA.

### Memorandum of Agreement with Respect to Pensions (“Pension MOA”)

Housekeeping:

- Required amendments to the MOA (if any).
- Need to review all Schedule “C” changes and reference in this Collective Agreement.
- Delete Schedules “A” and “B”.