

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

Between:

UNITED STEELWORKERS, Local 2010 (“USW Local 2010”)
(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

ON BEHALF OF USW, LOCAL 2010, SUPPORT STAFF

-AND-

QUEEN’S UNIVERSITY (“University”)



Final agreement on all matters is subject to ratification by both Parties.

E. & O.E.

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The particulars contained herewith represent proposed changes related to our Collective Agreement. Articles, Appendices, Letters of Understanding, etc., that are not listed remain status quo.

E. & O.E.

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

Between:

United Steelworkers, Local 2010 (“USW”)

- and -

QUEEN’S UNIVERSITY (“University”)

Note: for ease of discussion, not all recitals, particulars and/or modifications of the RENEWAL AGREEMENT MOA have been shown below. USW Members can find the full version posted to the Local 2010 web site on July 22, 2022, at www.usw2010.ca.

1. This RENEWAL AGREEMENT MOA constitutes the entire agreement of the Parties with respect to a renewed collective agreement, and consists of:
 - A. Articles, Appendices, Letters of Understanding and Memorandum of Agreement which were amended by the Parties in the course of the current round of collective bargaining and will form part of the Renewed Collective Agreement (“Attachment A”).
 - B. Items which were agreed to by the Parties in the course of the current round of collective bargaining but will not form part of the Renewed Collective Agreement (“Attachment B”).
2. Following execution of this RENEWAL AGREEMENT MOA, the Negotiating Committees of the Parties shall, as soon as practicable, present this RENEWAL AGREEMENT MOA to their respective principals and will unanimously recommend ratification of this RENEWAL AGREEMENT MOA.
3. Ratification by the University and the ratification vote by USW Local 2010 membership of this RENEWAL AGREEMENT MOA shall occur as soon as practicable.

4. Until successful ratification, the Parties agree and undertake to keep the content, terms and details of this RENEWAL AGREEMENT MOA confidential, except as necessary to advise their respective principals.
5. This RENEWAL AGREEMENT MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Lead Negotiator of both Parties.
6. In the event that there are any errors or omissions in this RENEWAL AGREEMENT MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this RENEWAL AGREEMENT MOA that are required to give effect to their negotiated intention.

ATTACHMENT A: *Proposed Changes to the Collective Agreement*

HOUSEKEEPING CHANGES

- + Cover page of the Collective Agreement
- + Changes to applicable Articles pursuant to the Pension MOA as it relates to references regarding the “Revised Pension Plan of Queen’s University” to “Pension Plan”. This change references the University Pension Plan Ontario found at: <https://myupp.ca/> and includes provisions for temporary layoff and benefits coverage and leaves of absences
- + Change references to “Steward(s)” to “Union Representative” throughout the Collective Agreement
- + Change references to District 6 personnel “USW Staff Representative” throughout the Collective Agreement
- + Change references to “Director, Employee/Labour Relations” to “Senior Director, Employee/Labour Relations” throughout the Collective Agreement
- + Change references to “Employee Assistance Plan” to “Employee and Family Assistance Plan” throughout the Collective Agreement
- + **Hyperlinks** to be added to all references in the electronic copy of the Collective Agreement to the following:
 - o *Ontario Labour Relations Act, 1995, and/or Labour Relations Act*
 - o *Ontario Human Rights Code*
 - o *Occupational Health and Safety Act*
 - o *Employment Standards Act, 2000*
- + The Employer will add **hyperlinks** to the Unions and Associations page on the HR website for the following:
 - o University's Harassment and Discrimination Prevention and Response Policy
 - o Seniority List
 - o University's Sick Leave Plan
 - o University's Administrative Guidelines for the University's Sick Leave Plan
 - o Memorandum of Agreement on Vacation Scheduling (MOA) for 2nd Class Engineers in the Central Heating Plant

ARTICLE 3 DEFINITIONS

3.01 (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

ARTICLE 4 UNION DUES

Several housekeeping changes were made to this Article to assist the Local Union Office in data management practices and procedures. *USW Members can find the full version posted to the Local 2010 web site on July 22, 2022, at www.usw2010.ca.*

ARTICLE 8 UNION REPRESENTATION

As noted previously in this document under “Housekeeping Changes”, the title “Steward” was changed to “Union Representative”.

ARTICLE 10 USW STAFF REPRESENTATIVE

Noted previously in this document under “Housekeeping Changes”. See above.

ARTICLE 11 GRIEVANCE PROCESS

11.07 **Step 2:** A grievance that is not resolved at Step 1 may, at the grievor’s request, be submitted to the **Senior** Director, Employee/Labour Relations, or their specified designate within 10 business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the **Senior** Director, Employee/Labour Relations, or their designate, will meet with the ~~Union representative and/or steward~~ **Union representative/steward** **USW Staff Representative and/or Union Representative** who signed the grievance, or their specified designate, and the grievor within 10 business days after the date on which the **Senior** Director, **Employee/Labour Relations** received the grievance. At the Union’s discretion, a ~~United Steelworkers staff representative~~ **USW Staff Representative** may also attend the Step 2 grievance meeting. The **Senior** Director, **Employee/Labour Relations, or their designate** will provide the Union and the grievor with a written response within 10 business days after the Step 2 Grievance meeting

11.08 A grievance alleging unjust suspension or discharge, **arising from accommodation and/or return to work issues, or involves a dispute regarding the University’s determination that a position requires non-conforming hours of work as per Article 20.23 (a & b),** will commence at Step 2.

ARTICLE 12 DISCIPLINE AND DISCHARGE

- 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. **In circumstances where the employee waives their right to a Union Representative, the Union will be provided with a copy of the signed union waiver upon consent of the employee.** 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.
- 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 of its disciplinary decision **to impose discipline or not. The Union will also be informed of the disciplinary decision if a Union Representative was present at the meeting.** 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 18 months during which there has not been subsequent discipline imposed. At the request of an employee, all such prior disciplinary records will be removed from their personnel file.

ARTICLE 16 NO HARASSMENT OR DISCRIMINATION

- 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 *Ontario Human Rights Code*, the University's ~~Policy on Harassment and Discrimination~~ ***Harassment and Discrimination Prevention and Response Policy***, or the *Occupational Health and Safety Act*.
- 16.03 **Harassment is defined** as set out in the University's ***Harassment and Discrimination Prevention and Response Policy*** and means: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and

can include comment or conduct through any electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the Ontario *Human Rights Code*.

Differences of opinion, personality conflicts, or disagreements between individuals are not generally considered to be Harassment.

16.xx (NEW) **Discrimination is defined** as set out in the University's *Harassment and Discrimination Prevention and Response Policy*. Discrimination:

- a. is a distinction relating to personal characteristics of an individual or group based on a ground protected by the Ontario *Human Rights Code* that has the effect of imposing burdens, obligations or disadvantages on such individual or group not imposed upon others, or that withholds or limits access to opportunities, benefits, and advantages available to other members of society;
- b. can be direct, indirect, or systemic in nature;
- c. need not be intentional;
- d. includes a distinction imposed because of a person's or group's relationship to, association with, or dealings with, another person or persons who are identified by a protected ground; and,
- e. includes a failure to accommodate the needs of individuals related to one or more grounds protected by the Ontario *Human Rights Code*, unless doing so would cause undue hardship. The duty to accommodate must be fulfilled in accordance with the principles of dignity, individualization, and inclusion; but,
- f. *does not include* restricting membership in a special interest group that is primarily engaged in serving interests of people identified by a prohibited ground to people who are similarly identified¹.

"Systemic Discrimination" refers to policies, practices, patterns of behaviour or attitudes that are part of the social or administrative structures of an organization, and that while appearing neutral on the surface nevertheless have an "adverse effect" or exclusionary impact on people based on a ground protected by the Ontario *Human Rights Code*. Examples of Systemic Discrimination include:

- not permitting time away from work or studies for religious or spiritual practices other than on statutory holidays;
- less favourable differential career opportunities or career paths for qualified members of equity seeking groups;
- failing to deal with discriminatory incidents or downplaying their seriousness because, for example, "no harm was intended."

¹ See Ontario *Human Rights Code*, Section 18

- Article 16.08 The parties agree that the preferred method of handling complaints is to follow the procedures established by the ~~University's Human Resources Department~~ University.
- Article 16.10 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's ~~Policy on Harassment and Discrimination~~ **Harassment and Discrimination Prevention and Response Policy**, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.
- Article 16.12 Where a complaint is being addressed through the procedures ~~established by the University's Human Resources Department~~ **outlined in the University's Harassment and Discrimination Prevention and Response Policy**, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures have been completed.
- Article 16.xx Where there is a claim of harassment or discrimination and the University decides to ~~remove an employee from the workplace~~ **place an employee on administrative leave** pending its investigation of the claim, the University shall continue the employee's wages and benefits during the investigation period. *This Article was moved from Article 12.08 to Article 16.*

ARTICLE 17 HEALTH AND SAFETY

- 17.06 The University will supply, and employees will wear/utilize, personal protective equipment 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 \$200.00** ~~\$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.
- 17.08 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

Probationary Period

- 18.01 **(a)** The probationary period shall be the first 6 months of an individual's active employment in an appointment with the University. Active employment is calculated as days actually at work in an appointment. **For further clarity, the probationary period shall be automatically adjusted forward by one day for each day that the employee is not actively at work for the**

entirety of their scheduled shift on what would otherwise be a normal working day, regardless of the reason for the employee's absence (e.g., statutory holiday, Winter Closing, shut downs, vacation, sick leave, or other leave).

Job 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 (i.e. "continuing", "term" or "continuing term"), **the position number**, the FTE of the position, the Department, salary grade, length of term, a description of the work, and the qualifications required.

Application and Selection Process

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 **provide feedback and** discuss how the employee might prepare for future job postings.

Layoff

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.

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:

Completed Years of Continuous Service as at Date of Layoff Notice	Weeks of Notice and Redeployment Period
During probationary period	3
Completed probationary period but less than 4	8

- 18.30 (b) Provided that the employee's application is received by the Human Resources Department while they are still in the redeployment pool and discloses the requisite skills, qualifications, ability and relevant experience as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.
- 18.34 An employee's name shall be removed from the redeployment pool in any of the following circumstances:
- (c) ~~if the employee receives severance pay~~ notwithstanding Article 18.35, when the employee's redeployment period expires according to Article 18.26.

ARTICLE 19 **WORKLOAD**

- 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.
- 19.02 The Parties recognize the importance of regular workload discussions and maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss their workload with their Manager.
- 19.03 Managers will allocate workload in a manner that is fair and reasonable, recognizing fluctuations in workload are normal, and workload may be impacted by numerous factors, including but not limited to seasonality, academic programming, staff shortages, increased demands, or shifting priorities.
- 19.04 An Employee who has concerns about their workload should discuss them with their Manager, and they are encouraged to work collaboratively to identify ways to improve processes, create efficiencies, and assess resources available to mitigate workload concerns, as may be applicable. Workload discussions are not intended to prevent the Manager from addressing performance issues.
- 19.05 If the matter remains unresolved, the Employee and/or Manager may advance concerns to the Department Head/designate for further discussion.

ARTICLE 20 **HOURS OF WORK AND OVERTIME**

- 20.02 The Parties agree that the provisions of this Article 20 are subject to the Letter of Understanding regarding the Central Heating Plant, the Letter of Understanding regarding the School of English, and the Letter of Understanding regarding Residence Life Coordinators. To the extent that a matter addressed in this Article 20 is also addressed in these Letters of Understanding, the provisions of these Letters of Understanding on that matter will prevail.

Employee Requested Flexible Hours of Work

- 20.08 **Change heading from “Flexible Hours of Work” to Employee Requested Flexible Hours of Work.**
- 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.
- 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:
- (i) subject to (ii) and (iii) below, each hour of overtime worked shall be paid at the rate of 1.5 times the employee’s regular hourly rate;
 - (ii) for an employee whose schedule falls within the normal core work week of Monday to Friday each hour of overtime worked on a Sunday shall be paid at the rate of 2.0 times the employee’s regular hourly rate;
 - (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, each hour of overtime shall be paid at the rate of 2.0 times the employee’s regular hourly rate for each hour of overtime worked on the 7th day in a work week when the employee has also worked a 6th day in that work week.

Averaging

- 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, **on a 1:1 ratio**, over an academic term and in no case shall any employee be required to work in excess of 60 hours in any work week. **For clarity, the University will strive for employees to take equivalent time off during the two consecutive academic terms for each hour worked in excess of 35, 37.5 or 40 hours as applicable.**
 - (iii) An employee who works in excess of their standard weekly hours, averaged over two consecutive academic terms, **as confirmed in writing to the employee**, 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) 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 hours of work will not normally require a work week averaging more than 35, or 37.5, or 40 hours, as applicable, **on a 1:1 ratio, over an athletic year.**

- (ii) **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. **For clarity, the University will strive for employees to take equivalent time off during the off-season for each hour worked in excess of 35, 37.5 or 40 hours as applicable, during the preparatory and & competition season.**

- (iii) 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.

- (iv) 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.

20.23 (c) 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 rationale 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.

20.25 Other than in the “exceptional circumstances” as ~~those are~~ defined in section 19 of the *Employment Standards Act 2000*, if an employee has worked ~~13 ± 6~~ continuous hours or more, they shall be entitled to at least ~~8~~ **11** hours of rest before being required to report back to work.

ARTICLE 21 PAID HOLIDAYS

All references to “Christmas Closing” or “Christmas Closure” have been changed to “Winter Closing” throughout this Article.

All references to “Christmas Eve” have been changed to “December 24th” throughout this Article.

All references to “Christmas Day and New Year’s Day” have been changed to “December 25th and January 1st” throughout this Article.

ARTICLE 22 VACATIONS HOLIDAYS

22.01 Vacations with pay shall be calculated on the basis of length of continuous service with the Employer as of January 1st each year. Vacation utilization is also based on the calendar year and thus begins on January ~~1-1~~^{1st}. Vacation entitlements ~~accumulate~~ accrue on a monthly basis. An employee may, with their Manager’s approval, begin to take a portion of their anticipated entitlement as outlined in Article 22.02, in advance of accumulating their full entitlement.

22.02 Annual vacation allowances are determined in accordance with the following:

<u>Employment Year (based on calendar year) Years of Continuous Service as of January 1</u>	<u>Vacation Entitlement (increases to vacation entitlement take effect as of January 1st of the year of the increase)</u>
less than 1 year <u>Year 1</u>	1.25 days for each completed month of service to a maximum of 15 days
1 year or more <u>Year 2</u>	15 days (3 weeks)
more than 3 years <u>Year 3</u>	16 days
more than 4 years <u>Year 4</u>	17 days
more than 5 years <u>Year 5</u>	18 days
more than 6 years <u>Year 6</u>	19 days
more than 7 years <u>Years 7, 8, and 9</u>	20 days (4 weeks)
more than 10 years <u>Years 10 and 11</u>	21 days
more than 12 years <u>Years 12 and 13</u>	22 days
more than 14 years <u>Years 14 and 15</u>	23 days
more than 16 years <u>Years 16 and 17</u>	24 days
more than 18 years <u>Year 18</u>	25 days (5 weeks)
more than 19 years <u>Year 19</u>	26 days
more than 20 years <u>Years 20 and 21</u>	27 days
more than 22 years <u>Years 22 and 23</u>	28 days
more than 24 years <u>Year 24</u>	29 days
more than 25 years <u>Years 25 or more</u>	30 days (6 weeks)

ARTICLE 23 LEAVES OF ABSENCE

Bereavement Leave

23.02 (i) Requests for Bereavement Leave submitted in accordance with this Article should be considered with proper sensitivity.

23.02 (ii) In the event of a death in an employee's immediate family, leave without loss of pay will be granted for a period of 5 working days. In the event of a death of a close relative or those who the employee considers to be like a family member, leave without loss of pay may be granted for a period of up to 5 working days. This includes time for travel, planning and attending a ceremony, service, a funeral, or the like, and involvement in arrangements and affairs.

(ii) Upon request at the time of the bereavement, an employee may elect to set aside **one or more days** ~~up to one day~~ of the employee's available bereavement leave, to be used within 1 year of the death, to attend a memorial service, interment or the like.

Pregnancy and Parental Leave

23.12 General

- (a) At least 1 month in advance of the expected delivery, the employee should make written application to their Department Head/designate, for Pregnancy and/or Parental 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 of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth/adoption proceedings.
- (b) Seniority will be maintained, and length of service and vacation entitlement continue to accrue, while an employee is on a Pregnancy Leave and/or Parental Leave. Upon return to work, the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head/designate, this time may be added on to the end of their leave, which may include additional approved leave taken immediately after the Pregnancy Leave and/or Parental Leave (e.g. Leave of Absence without Pay).
- (c) The employee must inform the Employer of any changes to the originally stated return to work date at least 1 month prior to the effective date of the change, or 1 month in advance of the original return to work date, whichever is earlier.
- (d) Upon return to work the employee is entitled to return to their previous position and salary. If that position no longer exists, the employee will be placed in the redeployment pool in accordance with Article 18.29.
- (e) An employee who is not eligible for Pregnancy Leave with Top-up Benefits may nevertheless qualify for Pregnancy Leave (*i.e.* leave without pay). In accordance with the *Employment Standards Act*, an employee who has accrued at least 13 weeks of continuous service preceding their expected date of delivery is entitled to Pregnancy Leave of up to 17 weeks, provided they submit a written request for such leave to their Department Head/designate.
- (f) An employee who is not eligible for Parental Leave with Top-up Benefits may nevertheless qualify for Parental Leave (*i.e.* leave without pay). An employee who has been employed with Queen's University for at least 13 continuous weeks before the birth of a child, or before the child came into a parent's custody, care and control for the first time (*e.g.* adoption), is entitled to up to 61 weeks of Parental Leave if the employee took a Pregnancy Leave or up to 63 weeks of Parental Leave if an employee did not take a Pregnancy Leave.
- (g) **An employee who does not meet the eligibility requirements for Pregnancy Leave without Top-up Benefits shall be granted, upon written request, a Leave of Absence Without Pay.**
- (h) If both parents are employees, both parents can take Parental Leave, and can, if they choose, take such Leave at the same time.

- (i) Unusual pregnancy or birth situations may occur where the normal application of this Article may not be appropriate. Such special cases should be reviewed with Human Resources.

23.13 Employees eligible for Pregnancy Leave with Top-up Benefits and/or Parental Leave with Top-up Benefits will receive top-up payments as outlined in the chart below:

Pregnancy and Parental Leave with Top-Up Benefits		
(a) General	<p>i) Pregnancy Leave with Top-up Benefits constitutes Pregnancy Leave for the purposes of the <i>Employment Standards Act</i> entitlements to Pregnancy Leave and</p> <p>ii) Parental Leave with Top-up Benefits constitutes Parental Leave for the purposes of the <i>Employment Standards Act</i> entitlements to Parental Leave.</p>	
(b) Definitions:	<p>Pregnancy Leave with Top-up Benefits: a Pregnancy Leave that is financially supported by the University, with top-up benefits as outlined in Article 23.13 (e) below, for up to 10 weeks.</p> <p>Parental Leave with Top-up Benefits: a Parental Leave that is financially supported by the University, with top-up payments as outlined in Article 23.13 (e) below, for up to 15 weeks.</p> <p>Employment Insurance Maternity Benefit: Employment Insurance Benefit of up to 15 weeks for the person giving birth.</p> <p>Employment Insurance Standard Parental Benefit: Employment Insurance Benefit of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.</p> <p>Employment Insurance Extended Parental Benefit: Employment Insurance benefit 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.</p>	
	Pregnancy Leave with Top-up Benefits	Parental Leave with Top-up Benefits
(c) Employment Insurance (EI) Benefits	In order to receive top-up payments, the employee must provide proof of receipt of EI Maternity Benefits.	In order to receive top-up payments, the employee must provide proof of receipt of EI Parental Benefits.
(d) Top-up benefit Eligibility	To qualify for Pregnancy Leave with Top-up Benefits, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer, and be in receipt of EI Maternity Benefits.	To qualify for Parental Leave with Top-up Benefits, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer, and be in receipt of EI Parental Benefits.

<p>(e) Top-up Benefits</p>	<p>Pregnancy Leave with Top-up Benefits is a financial allowance from the University as follows:</p> <p>(i) Week 1: A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Pregnancy Leave.</p> <p>(ii) Weeks 2 to 10: A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Maternity Benefit the employee receives.</p> <p>(iii) Weeks 11 to 17: An employee who has received Pregnancy Leave with Top-up Benefits shall also be granted up to 7 weeks of Pregnancy Leave Without Top-up Benefits and may apply for Standard Parental Leave or Extended Parental with or without top-up.</p>	<p>Parental Leave with Top-up Benefits is a financial allowance from the University as follows:</p> <p>Eligibility for top-up payment for Week 1 will depend on whether the employee is required to serve a waiting period for purposes of entitlement to EI benefits. If the employee is required to serve a waiting period of 1 week (i) a) below will apply. If not, then (i) b) below will apply.</p> <p>(i) Week 1: a) A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Parental Leave; or b) A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Parental Benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.</p> <p>(ii) Weeks 2 to 15: A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Parental Benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an extended Parental Leave.</p>
<p>(f) Applying for Pregnancy and/or Parental Leave Top-up Benefits</p>	<p>Pregnancy Leave with Top-up Benefits may be initiated by the employee at any time within 12 weeks of the expected delivery date.</p>	<p>Parental Leave must begin within 78 weeks of the birth of the baby or within 78 weeks of when the child first came into custody or care of the parent.</p>
<p>(g) Benefits</p>	<p>During the period of Pregnancy Leave with Top-up Benefits, the University will continue the employee on the</p>	<p>During the period of Parental Leave with Top-up Benefits, the University will continue the</p>

	benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.	employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.
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- 23.14 The top-up payment is made on the understanding that the employee is expected to return to work and remain an employee of the University for 6 months following their return from a Pregnancy and/or Parental Leave with Top-up Benefits (including additional approved leave, such as Parental Leave without Top-up Benefits or a Leave of Absence without Pay taken after Pregnancy and/or Parental Leave). Should an employee quit and therefore not satisfy the 6-month condition, they shall be indebted to the University for the sum of monies paid to them during their Pregnancy and/or Parental Leave with Top-up Benefits and will be required to repay these monies to the University. **This repayment obligation does not apply to an employee who holds a Term Appointment that expires during their leave.**
- 23.15 Unusual circumstances may occur where the normal application of Article 23.14 above may not be appropriate. Such special cases should be reviewed with Human Resources.
- 23.16 If an employee is eligible for Pregnancy Leave with Top-up Benefits and Parental Leave with Top-up Benefits the total combined number of weeks for which they are eligible to receive top-up payments shall not exceed 25 weeks. In all other cases, the maximum for the period for which an employee can be eligible to receive Parental Leave with Top-up Benefits shall not exceed 15 weeks.
- 23.17 In circumstances where an employee is eligible for both Pregnancy Leave with Top-up Benefits and Parental Leave with Top-up Benefits, the employee has the choice to advance Parental Leave Top-up Benefits such that they will commence immediately following the conclusion of Pregnancy Leave with Top-up Benefits payments to avoid an interruption of top-up payments. The University will calculate the total weekly top-up amount and pay it based on the University's regular monthly pay dates. Such top-up payments will commence no later than the first applicable pay date that follows the employee providing the University with proof that they are receiving EI benefits and will conclude no later than the first payroll date that follows the fifteenth week of the employee's Parental Leave with Top-up Benefits.

Elections

23.06 An employee who is a candidate in a Provincial, ~~or~~ Federal, **or Indigenous Band** election will, on request to ~~her/his~~ **their** 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:
(c) for election to any Indigenous Band Office, leave for the equivalent of up to 10 days.

Voting Day

23.35 Each employee who is a Canadian citizen (including Indigenous/Aboriginal People recognized as Canadian citizens), 18 years of age or older and who is otherwise eligible to vote is entitled to 3 consecutive hours away from work during the polling hours on election day to vote in a Federal, Provincial, ~~or Municipal~~, or Indigenous Band election.

ARTICLE 24 SICK LEAVE

24.07 An employee shall notify their Manager/designate as soon as possible on the first day of their absence due to illness or as far in advance as possible of a scheduled surgery/procedure date. In the case of longer absences, progress toward recovery and expected date of return to work shall be reported to the Manager/designate and to the Return to Work Specialist at reasonable intervals.

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 representation. In the event an employee provides their written consent for the release of their medical information, a ~~Union Steward~~ Union Representative 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.

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 Senior Director of Employee/Labour Relations or their designate, and the ~~USW Staff Representative~~ Local Union President or their designate.

ARTICLE 30 (NEW) JOB RE-EVALUATION AND DISPUTE RESOLUTION

Exclusions from the Bargaining Unit due to Job Re-evaluation (new sub-heading)

30.01 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 30 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.

30.02 (i) The process for the submission of a re-evaluation request of a position, disagreement with respect to a re-evaluation proceeding and disagreement with respect to re-evaluation rating results shall be as set out in Appendix H, a copy of which shall be posted on the Human Resources website.

- (ii) Disagreement between the Parties on Job Evaluation matters, including but not limited to the re-evaluation and dispute process, shall not be the subject of any Grievance or Arbitration pursuant to this Collective Agreement.

ARTICLE XX PAY EQUITY PLAN AND MAINTENANCE

XX.XX In accordance with the *Pay Equity Act* of Ontario (the “Act”), the Parties have negotiated an Amended Pay Equity Plan (“Plan”) for all job classes. A copy of the Plan shall be posted to the Human Resources website. The Parties shall meet annually on a mutually agreed schedule to carry out their mutual obligations pursuant to the Act.

ARTICLE 30 COMPENSATION

30.07 (c) In no case will the employee’s salary be less than the Step 1 salary in the new salary pay grade.

Wages

30.09 Effective July 1, 2022

- (a) A scale increase of 1% will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid. Each employee who is employed in the bargaining unit on July 1, 2022 and who remains employed in the bargaining unit on the date of ratification of this renewal agreement will receive a **retroactive salary** increase payment within four pay periods following the date of ratification.
- (b) Each employee, except an employee whose salary at June 30, 2022 was at or above the maximum for their grade, will be moved up to the next step within their grade.

30.10 Effective July 1, 2023

- (a) A scale increase of 1% will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid.
- (b) Each employee, except an employee whose salary at June 30, 2023 was at or above the maximum for their grade, will be moved up to the next step within their grade.

30.11 Effective July 1, 2024

- (a) A scale increase of 1% will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid.
- (b) Each employee, except an employee whose salary at June 30, 2024 was at or above the maximum for their grade, will be moved up to the next step within their grade.

ARTICLE 31 BENEFITS

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 **and will be, so an employee may withdraw from enrolment in unenrolled from the LTD plan approximately 6 months prior to their 65th birthday.**
- (c) The Union will be notified **monthly** by the University when LTD application documents have been sent to an employee.

ARTICLE 33 TERM OF THE AGREEMENT

- 33.01 This Agreement shall be effective from January 1, **2022** and shall continue in effect up to and including December 31, ~~2021~~ **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, ~~2019~~ **2022**, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

APPENDIX A: TUITION SUPPORT PLAN

- 9. ~~The nominal value of the fund established for this plan is \$300,000.~~
Effective July 1, 2023, the nominal value of the fund will be increased by \$25,000 to \$325,000.
Effective July 1, 2024, the nominal value of the fund will be increased by \$25,000 to \$350,000.

APPENDIX C: SELF-FUNDED LEAVE

The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing relevant Queen's University policies ~~set out in the relevant Queen's University Staff policies Policy Manual~~ or this Collective Agreement.

APPENDIX D: CHILD CARE BENEFIT PLAN

Change bullets under the “Plan” section to numbers.

~~12. The nominal value of the fund established for this plan is \$250,000.~~

Effective July 1, 2022, the nominal value of the fund will be increased by \$50,000 to \$300,000.

Effective July 1, 2023, the nominal value of the fund will be increased by \$25,000 to \$325,000.

Effective July 1, 2024, the nominal value of the fund will be increased by \$25,000 to \$350,000.

APPENDIX G: SALARY GRIDS

The Employer will update accordingly.

APPENDIX H (NEW): PROCESS TO ADDRESS RE-EVALUATION AND DISPUTES POST-IMPLEMENTATION

A. Process for submission of re-evaluation request

1. Bargaining unit positions, including newly-created positions which satisfy the qualifying conditions under paragraph 2, that have experienced significant change that is ongoing in nature, qualify for re-evaluation. A re-evaluation pertains to a position, not to the incumbent in a position or work performance. The purpose of a re-evaluation is to:
 - a) re-evaluate whether the subfactor ratings associated with a job class are appropriate; or
 - b) re-evaluate whether a position is properly within an appropriate job class, or should be reassigned to a new or existing job class.

In the re-evaluation process for determining whether a position is within an appropriate job class, or should be reassigned to a new or existing job class, there will be an opportunity to submit information that would suggest a position is distinguished from its current job class, including but not limited to information that would distinguish the position from the subfactor ratings assigned to its current job class. As detailed below, an incumbent who claims that a significant change to their position has occurred must submit their claim to their manager and follow the process set out under section B below. Managers may initiate the re-evaluation process where they believe a position under their supervision has experienced significant change.

2. To qualify for re-evaluation:
 - a) the position must be currently filled
 - b) the position must have undergone significant changes that are ongoing in nature
 - c) the incumbent must have held the position for at least twelve months

Assignment of new duties that replace duties that are comparable or similar in nature to the former responsibilities of the position will not justify the initiation of a job re-evaluation dispute.

When a manager believes that a position under their supervision has experienced significant change, they will initiate the re-evaluation process.

Changes that may meet the criteria for position re-evaluation include:

- I. Organizational change that has an impact on one or more positions in the department, and results in ongoing, significant changes to affected positions
 - II. Ongoing, significant changes to the focus, function, scope, and/or responsibilities of a position requiring substantially different education, experience, skills, effort or the working conditions of the position.
- 3.a. Where the significant change is validated, HR will conduct the re-evaluation, and notify the incumbent and the manager of the new job class (if applicable) and/or the ratings for each sub-factor of the job class (if applicable) and any change in resulting salary grade placement. The effective date for pay adjustments resulting from upward grade level change will be the date indicated or agreed by the manager as the date that the changes became effective.
- 3.b. If the re-evaluation proceeds as a result of the processes below, the retroactive date for salary adjustments will be the date on which the employee initiates the process set out in B (1) below.

B. Disagreement with respect to a Re-evaluation Proceeding

1. Where a manager determines that no significant change to a position has occurred, or fails, within a reasonable period of time (typically within 30 calendar days) to respond to the employee's claim that a significant change to their position has occurred, and the employee wishes to pursue the claim of significant change, the employee must first provide their manager with an opportunity to address the matter.

The employee must request a meeting with the manager within 15 business days after the employee becomes aware of the manager's determination. The manager will schedule the meeting as soon as possible, typically within 30 calendar days. The employee may be accompanied by a Union ~~steward~~ **Representative** at such a meeting. It is the employee's responsibility to schedule the attendance of the Union ~~steward~~ **Representative**, in consultation with the employee's manager.

2. If the disagreement is not resolved within 5 business days following the meeting, or any longer period as may be agreed by the Parties (the employee, manager, HR and the Union), then the employee will seek the Union's assistance in outlining in writing the nature of the changes that they consider significant and identify the following:
 - The specific sub-factors that may have been impacted;
 - The effective date of the changes;
 - Examples in support of the changes.

HR will schedule a meeting of the Parties within 10 business days of receipt of the submission. HR will provide its response to the dispute in writing to the employee and the Union within 10 business days of the meeting of the Parties. If there is agreement that significant change has

occurred, the manager will initiate the re-evaluation process. Retroactivity of salary adjustment, if any, will be determined per A.3. (b) above.

3. If the matter is not resolved by the HR response, the Union may invoke an Alternative Dispute Resolution (ADR) mechanism. The ADR will consist of a written submission from the Union and the University. The Union's submission must include an outline of the nature of the significant change (reference bullets ~~above~~ in B. (2) above) and any other relevant information. The submissions will be sent to a mutually agreed third party* who will have access to the Factors and Sub-Factors document agreed by the Parties on June 21, 2016 **and the letter from the Union to the University dated April 17, 2020 re: Job Evaluation Project; LOU: Activities of Working Group on Job Evaluation; LOU: Job Evaluation Project Activities Dated June 1, 2018** in order to make a determination whether there is significant change. Terms of Reference will be developed by the Parties and provided to the third party. The outcome of the ADR would be either confirmation that no significant changes have occurred, and the matter is resolved, OR a direction to proceed with the re-evaluation process set out in A (above). Dependent on the number of such cases, the Parties would commit to regular intervals for this activity, expected to be one or two times per year. The costs of ADR, if any, will be shared equally between the Parties.

C. Disagreement with Respect to Re-evaluation Rating Results

In circumstances where a re-evaluation is completed resulting in a change to job class, the employee will receive a document outlining the new job class and the associated ratings for each sub-factor and any change in resulting salary grade placement. If an employee disagrees with their sub-factor level outcome(s), the employee and the Union will outline in writing any information that they believe was omitted or insufficiently credited in the evaluation process, along with an explanation of how this additional information might affect the ratings.

HR will review the submission and determine whether any changes on the evaluation are warranted and provide a written response within 30 business days, or any longer period as may be agreed by the Parties. In the event the employee continues to disagree, the Union can forward the matter to the ADR mechanism for a decision on the merits of the submission, based on the Terms of Reference as noted in B above, within 10 business days after receiving the response from HR.

The outcome of the ADR resolution will be communicated to the Union and HR and will include notifying the incumbent and the manager of any change to levels assigned in each sub-factor. Retroactivity of salary adjustment, if any, will be determined per A.3. (b) above.

* The Parties are committed to the use of a single mutually agreed third party to resolve these disputes. In the event that the Parties cannot reach agreement on a single third party, they may elect to each use an independent consultant who will be expected to work together to reach a resolution.

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** dated July 4, 2018 (**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 **LOU and/or the MOA**, the provisions of this Letter of Understanding **LOU and/or the MOA** on that matter will prevail.

1. Hours of Work and Scheduling

(a) **Rotational Schedule**

- (i) Employees are paid based on a 40-hour work week but normally work fourteen 12-hour shifts over a 4-week period; employees are normally scheduled for either three 12-hour shifts or four 12-hour shifts in a week. At least 2 employees are normally scheduled on 8-hour maintenance shifts. The employee scheduled on their second week of Maintenance would be available for vacation coverage within the USW Group.
- (ii) Effective the date of ratification by both parties the normal work schedule is a 6-week rotation of:
 - Seven 12-hour night shifts over 2 weeks;
 - Seven 12-hour day shifts over 2 weeks; and
 - Ten 8-hour day shifts on maintenance over 2 weeks
- (iii) It is understood that the normal work schedule above is based on 6 employees normally working in the rotation.
- (v) When operational requirements deem it necessary to designate a temporary shift change that will last 1 month or less, the employee whose shift schedule is to be changed shall be given 5 days’ notice of the change in shift. Failure to give the required 5 days’ notice of the change in shift shall result in payment to the employee at 1.5 times their regular hourly rate for the first full shift so affected.
- (vi) Due to the requirements of the job, it is understood that the eating period for employees shall be a paid period of time. During all break times employees are required to remain in the control room and be available for emergency work. Break times cannot be accumulated and taken as time off.

b) Maintenance Schedule

- (i) **The purpose of the Maintenance Schedule is to preserve the six-person rotation schedule outlined in 1 (a) above such that trained and qualified 2nd Class Engineers are readily available, as required, to backfill for expected and unexpected absences.**
- (ii) **Employees are paid based on a 40-hour work week and are normally scheduled to work as follows:**

The Heating Season (typically December 1st to March 31st)

- **Seven 12-hour night shifts over 2 weeks; and**
- **Seven 12-hour day shifts over 2 weeks**

- **Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time in that period. During the Heating Season, Employees normally earn a total of 32 hours of lieu time. This time will normally be taken during the first week of the Non-Heating Season.**

The Non-Heating Season (typically April 1st to November 30th)

- **Monday to Friday from 8:00 am to 4:30 pm**

- (iii) **The Heating Season dates are determined by the Chief Engineer and are subject to change based on weather conditions, operational needs, and other factors.**
- (iv) **Employees will receive a 30-minute eating period. During the Heating Season the eating period will be paid as employees are required to remain in the plant and available for emergency work. During the Non-Heating Season the eating period is unpaid.**

(c) The Salary Grid referenced in the Collective Agreement represents full-time equivalent salaries for a regular 35-hour work week. Employees' full-time equivalent salary will be adjusted proportionately to reflect a regular work week of 40 hours.

(d) It is understood and agreed that the work of employees is not operationally suitable for Flexible Hours of Work arrangements, as set out in Article 20.08 of the Collective Agreement.
NOTE: "Employee Requested Flexible Hours of Work" sub-heading change.

9. ~~Christmas~~ Winter Closing

- (a) The ~~Christmas~~ **Winter Closing** provisions contained in the Collective Agreement do not apply to employees working in the Central Heating Plant; the employee scheduled for maintenance is not required to attend at work for their scheduled maintenance shifts but will be paid at their regular rate for those shifts.
- (b) An employee scheduled to work during the University's ~~Christmas closure~~ **Winter Closing** (except ~~Christmas Day, Boxing Day or New Year's Day~~ **December 25th, December 26th or January 1st**, which are addressed in section 8.a) above) will receive their regular pay and premium pay at 1.5 times their regular hourly rate for all hours worked during the ~~Christmas closure~~ **Winter Closing**.

10. Work Clothing

- (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of receipt, ~~up to \$180.00~~ **\$200.00 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 calendar 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.

LETTER OF UNDERSTANDING: SCHOOL OF ENGLISH

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. 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.

1. Hours of Work and Averaging

Notwithstanding Articles 20.03, 20.05 and 20.21 of the ~~e~~Collective ~~a~~Agreement, the Parties acknowledge that for the Instructor positions within the School of English, normal hours of work will vary throughout the academic term and will not conform to the provisions of Article 20.03 of the ~~e~~Collective ~~a~~Agreement, due to the nature of the work. Such non-conforming hours of work will not normally require a work week averaging more than 35 hours, over the academic term pursuant to Article 3.01 (a) of the ~~e~~Collective ~~a~~Agreement and in no case shall any **Instructor employee** be required to work in excess of 60 hours in any work week. An **Instructor employee** who works in excess of 35 weekly hours, averaged over the academic term, will be entitled to time in lieu pursuant to Article 20.21 (b);

2. Vacations

- a) Recognizing the unique nature of the work performed by Instructors, the Parties acknowledge that there is little flexibility to grant vacation requests during the teaching weeks in each Academic Term;
- b) **Employees Instructors will be scheduled on vacation during a portion of the inter-session weeks during each Academic Term.**

3. Additional Work during the Winter Academic Term – 8 month continuing terms

In the event that additional work as an Instructor becomes available during the Winter Academic Term, whether or not it falls within the scope of the USW Local 2010 bargaining unit, it will be first offered to those **Instructors employee** that **who** hold continuing term appointments as Instructors within the School of English working from May 1st to December 31st each year as follows:

- a) The additional work will be offered on a rotating basis to **Instructors employee** in order of seniority in writing. If there is more than one offering of additional work at the same time, the more senior ~~employee~~ **Instructor** will choose the offering of their preference. The other offering(s) will then be offered to the next ~~employee~~ **Instructor** in order of seniority;
- b) An ~~employee~~ **Instructor** has 2 days to accept or decline an offer of additional work;

- c) If an ~~employee~~ **Instructor** declines an offer of additional work or does not respond within the 2-day period, it will then be offered to the next ~~employee~~ **Instructor** in order of seniority;
- d) Should no ~~employee~~ **Instructor** accept an offer of additional work, the University may offer it to an individual other than those that hold continuing term appointments as Instructors within the School of English working from May 1st to December 31st each year;
- e) ~~Employees~~ **Instructors** are required to advise the University by November 15th annually of a period(s) of time that they are not available to work during the Winter Academic Term. Should additional work become available during the identified period(s) of time, the University will offer the additional work to the next **Instructor** in order of seniority.

4. Additional Work – 6 month continuing terms

In the event that additional work as an Instructor becomes available between January 1st and mid-June, whether or not it falls within the scope of the USW Local 2010 bargaining unit, the University will endeavour to offer work to those Instructors ~~employee~~ who hold continuing term appointments as Instructors within the School of English working from mid-June to December 31st each year, on a fair and reasonable basis.

LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS

Delete the Letter of Understanding: Residence Life Coordinators & Assistant Residence Life Coordinators and replace with the following:

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding regarding Residence Life Coordinators. 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.

The Parties have a mutual understanding that the nature of the **Residence Life Coordinator** Positions (**“the Employees/Positions”**) is such that they are required to live on campus and are regularly assigned to be on-call. The Positions are targeted toward new/recent graduates as they are responsible for fostering supportive, mentoring relationships with primarily undergraduate students. As such, Employees will typically not remain in the role more than five years. ;

1. Appointments

- a) Employees are normally hired on continuing term appointments working 10 months per year; specifically August 1st - May 31st (the “Work Term”), while being placed on a short-term work break for 2 months per year; specifically, June 1st – July 31st;

2. Hours of Work and Scheduling

- a) Employees are paid on the basis of a 35-hour work week;

- b) The hours of work for each Employee are set out as follows: between September and April (the “Academic Year”) the core hours of work are Monday to Friday from 2:00 pm – 10:00 pm; and during May and August Employees are scheduled to work Monday to Friday from 8:30 am – 4:30 pm;
- c) Notwithstanding the foregoing, an Employee’s hours of work will be altered when they are scheduled to work weekend shifts and are assigned to be on-call, as follows:

Weekend Shifts (Saturday and Sunday)

- i) Employees will normally be scheduled to work one weekend shift per month during the Academic Year;
- ii) During a weekend shift, Employees work Saturday and Sunday from 2:00 pm – 10:00 pm and are not scheduled to work the Monday and Tuesday immediately following;
- iii) Employees scheduled to work on a weekend shift shall receive a weekend premium pursuant to Articles 20.28 and 20.29 of the Collective Agreement;

On-Call Work

- i) On-call hours will be distributed as equally as possible amongst the Employees. During the Academic Year, each Employee will be assigned to be on-call for approximately one week in each nine-week period;
- ii) While on-call, an Employee’s weekly hours of work will be adjusted to 17.5 hours per week working Monday to Friday from 6:30 pm – 10:00 pm;
- d) Employees will be provided their yearly schedule outlining the Academic Year core hours, weekend shifts, and on-call shifts by August 31st of each year. The schedule may be subject to change based on operational requirements. Notice of any such change(s) will be provided to the Employees as soon as possible;

3. Accrued Time Off associated with call-back, on-call and log-on/telephone consultation work

- a) When assigned to be on-call, each Employee will log the actual hours they worked in respect of Call-Back and Log-on/Telephone Consultation during the Work Term as follows:
 - i. Employees will log 1 hour for each period of 8 hours they are on-call outside of Monday to Friday from 6:30 pm – 10:00 pm. Notwithstanding the foregoing, when an Employee is assigned to be on-call on a Statutory Holiday or during their scheduled day(s) off, they will log 1 hour for each period of 6 hours that they are on-call; and,
 - ii. Straight time for hours of work associated with call-back and log-on/telephone consultation. Notwithstanding the foregoing, Employees will not accrue time off for hours of work associated with call-back and log-on/telephone consultation that occur between Monday and Friday from 6:30 pm – 10:00 pm;

- b) An Employee's accrued time will be averaged and reconciled as follows:

Employees will not normally require a work week averaging more than 35 hours over the Work Term. The majority of the accrued time will be taken in December and May. An Employee who works in excess of 35 hours per week, averaged over the Work Term, will be entitled to time in lieu pursuant to Article 20.21(a) of the Collective Agreement, which, to the extent possible, will be scheduled in accordance with the Employee's preference. Any hours remaining in the averaging bank at the end of May will be paid out pursuant to Article 20.21 (b). For clarity, Articles 20.11, 20.12, 20.14, and 20.15 of the Collective Agreement do not apply to on-call hours;

- c) Housing and Ancillary Services will provide the Employee with the appropriate communication device for contact purposes while on-call. 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 contacted;
- d) In the event that an Employee leaves the Position prior to the end of the Work Term, the Employee will be paid out the balance of their averaging bank as it exists on the date of termination, as calculated in accordance with 3b above, pursuant to Article 20.21 (b) of the Collective Agreement;

4. Overtime

Employees who are assigned to work additional hours, in excess of 35 hours per week, when not scheduled to be on-call, will be compensated pursuant to Article 20.21 of the Collective Agreement;

5. Housing

Employees are required to live on-campus and will be provided housing within an assigned residence building; placement may be permanently or temporarily changed pending facilities and/or operational requirements;

During the Work Term

- a) Employees will pay 50% of the Market Value of rent, on a monthly basis, with the other 50% of the Market Value of rent provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable legislation²;

During June and July

- b) Employees are not required to live on-campus; however, they will continue to be provided with housing within an assigned residence building;

² Market Value is determined using the calculations from the Canadian Mortgage Housing Corporation (CMHC).

- c) Employees will not pay rent and will receive 100% of the Market Value of rent provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable legislation;

6. Meal Plan

The University will provide Employees with a meal plan during the Work Term, valued at approximately \$860 as at the effective date of this Amended Agreement, and provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable legislation;

7. Paid Holidays

Employees assigned to be on-call on a Paid Holiday and who are required to work (call-back and log-on/telephone consultation) will log the actual time worked in the log referenced in paragraph 3 above, at the rate of 1.5 times. For clarity, if an Employee has one hour of call-back and/or log-on/telephone consultation on a Paid Holiday, it will be logged as 1.5 hours;

8. Labour Management Meetings

- (a) The Parties will hold labour/management meetings, as set out in Article 7 of the Collective Agreement, for 1 hour 3 times a year consisting of 2 employees, and 2 representatives from Residence Life Operations. The Staff Representative of the Union may also attend such meetings. Parties may invite an advisor who can contribute constructively to items on the agenda;
 - (b) Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining;
 - (c) To allow for preparation, each Party will give the other a list of topics to be discussed in advance of each meeting;
9. A copy of this Amended Agreement will be provided to successful candidates as an Appendix to their offer of employment, and subsequently reviewed with each Employee who is hired into a Position during any applicable Work Term;
10. This Amended Agreement will be posted as an amendment to the current USW 2010 Collective Agreement on the Human Resources web site upon execution;

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

Renew this Letter of Understanding.

LETTER OF UNDERSTANDING: POSTING OF CONTINUING APPOINTMENTS

Renew this Letter of Understanding.

LETTER OF UNDERSTANDING: EI PREMIUM REDUCTION

Renew this Letter of Understanding.

LETTER OF UNDERSTANDING: REMOTE WORK ARRANGEMENTS (this “LOU”)

The Parties acknowledge and agree that the University should foster a workplace culture that supports remote work, where operationally feasible. As a result, the parties agree as follows:

1. Employees may have the opportunity to voluntarily participate in a remote work arrangement (“RWA”) in accordance with the written Remote Work Arrangement Terms and Conditions document for United Steelworkers, Local 2010 dated [Insert date] (“RWA Terms and Conditions document”). Notwithstanding that RWAs on the updated terms as outlined in the RWA Terms and Conditions document will not become effective until at least January 1, 2023, Employees who have an approved RWA under the pilot program who wish to continue working remotely must request approval. If approved, the RWA Terms and Conditions document must be completed and signed by the employee.
2. An employee may be hired into a position where remote work is required as a term of their employment. These Employees will not be required to complete the RWA Terms and Conditions document.
3. The Parties agree that effective the date of ratification for the 2022 Collective Agreement, for the purposes of determining whether employees are within the Bargaining Unit, Article 2 of the Collective Agreement (“Article 2”) will be interpreted as follows:
 - a. The words, “all employees of Queen’s University in the City of Kingston who hold a general staff appointment”, will include Members who are working within the **Province of Ontario** and would otherwise be working from University premises in the City of Kingston if they were not engaged in remote work on terms approved by the University.
4. For greater certainty, the Parties acknowledge and agree that this LOU does not otherwise affect the interpretation of Article 2. For example, this LOU does not impact the interpretation or scope of Article 2 with respect to University employees who are not engaged in remote work on terms approved by the University.
5. The Parties understand and agree that the application of this LOU will not convert a term appointment into a continuing appointment, convert a continuing appointment into a term appointment, or alter the provisions regarding the end of a term appointment, according to the Collective Agreement.
6. The RWA Terms and Conditions document may be amended from time to time. If the University is proposing a material change to the RWA Terms and Conditions document, the parties will first meet to discuss and the Union will not unreasonably deny it.

MEMORANDUM OF AGREEMENT (“MOA”) RE: RECOGNITION OF INDIGENOUS PEOPLES

Renew this MOA and change all references to “Aboriginal Peoples” to “Indigenous Peoples” throughout the MOA.

ATTACHMENT B

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

- 1) The Parties agree to meet after ratification and endeavour to conclude the renegotiation of the LOU regarding **Travel Time Credits** prior to printing the renewed Collective Agreement.
- 2) The Parties agree to meet after ratification to review the contents of the Letter of Understanding regarding **Residence Life Coordinators** to make any amendments that the Parties may agree upon and endeavour to conclude these discussions prior to printing the renewed Collective Agreement.
- 3) Upon successful ratification of the renewed Collective Agreement, the parties will commence discussions to develop terms of reference for **Job Re-Evaluation Dispute Resolution** by October 31, 2022.
- 4) Upon successful ratification of the renewed Collective Agreement, the University will identify on **the successful candidates section of the Human Resources website whether the individual is the successful candidate to a term appointment.**
- 5) Upon successful ratification of the renewed Collective Agreement, the University will post the **Amended Pay Equity Plan** on the Human Resources website.
- 6) Upon successful ratification of the renewed Collective Agreement, **the University will develop a re-evaluation form(s)** and post it on the Human Resources website.
- 7) The Union agrees to withdraw, upon ratification of the renewed Collective Agreement, Grievances **#2021-007 and #2021-008 (scope clause grievances).**
- 8) Upon successful ratification of the renewed Collective Agreement, the University will provide notice to all of the **excluded employees who reside in the Province of Ontario and are working remotely, pursuant to their existing terms and conditions of employment (90 calendar days notice), of their inclusion into the bargaining unit.** A list of affected employees will be provided to the Union at the same time notification is provided to the employees, following the same format as Article 4.11 (quarterly list).
- 9) Upon successful ratification of the renewed Collective Agreement, **the University agrees to continue to consider requests from bargaining unit members to work remotely outside of Canada,** on a

temporary, short-term basis, using the framework outlined in the Minutes of Settlement dated October 4, 2021.

- 10) Upon successful ratification of the renewed Collective Agreement, the Parties agree that when a bargaining unit member receives notice of layoff, is not required to work through the notice period, and their NetID is deactivated, the following process will be followed:
- In advance of the layoff meeting, the HR Representative consults with the Recruitment Specialist in HR to ensure that CareerQ will be updated accordingly immediately following the layoff meeting.
 - In advance of the layoff meeting, the HR Representative consults with ELR to make arrangements for a training profile to be assigned to the bargaining unit member immediately following the layoff meeting.
 - During the layoff meeting, the HR Representative obtains the bargaining unit member's personal email address.
 - Immediately following the layoff meeting, the Recruitment Specialist and ELR will follow their respective processes and confirm with the HR Representative when complete.
 - The HR Representative will follow-up with the bargaining unit member and provide them with the access information (same day of the layoff meeting, if possible).
- 11) **Upon successful ratification of the renewed Collective Agreement, the Parties will execute the Memorandum of Agreement outlined below regarding Remote Work Arrangement Terms and Conditions.**

MEMORANDUM OF AGREEMENT RE: RWA TERMS AND CONDITIONS

MEMORANDUM OF AGREEMENT

(Hereinafter, referred to as "this Agreement")

BETWEEN:

QUEEN'S UNIVERSITY AT KINGSTON

(Hereinafter, referred to as "the University")

and

USW LOCAL 2010

(Hereinafter, referred to as "the Union")

(collectively "the Parties")

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

AND WHEREAS the Parties have entered into a LOU on September 23, 2021 that allowed voluntary remote work arrangements until no later than December 31, 2022; and

WHEREAS the Parties negotiated this LOU to address remote working terms and conditions;

NOW THERETOFORE the parties agree as follows:

Scope of the Remote Work Arrangement (“RWA”)

1. The employee’s RWA will commence on <INSERT DATE> and shall remain in full force and effect until terminated in accordance with its terms.
2. The employee will work remotely and/or on University premises as follows:

Day of the Week	Hours of Work	“Work Location” “Remote” AND/OR “University premises” OR “N/A”
Monday	<input>	<input>
Tuesday	<input>	<input>
Wednesday	<input>	<input>
Thursday	<input>	<input>
Friday	<input>	<input>
Saturday	<input>	<input>
Sunday	<input>	<input>

3. The employee’s core hours of work shall be <INSERT HOURS OF REGULAR DAILY SCHEDULE>.
4. Deviations from the core working hours must be reported to the employee’s manager (for example, personal appointments during the workday, lieu time, sick days, etc.), and be recorded in accordance with Departmental Procedures <or, if there is no Departmental Procedure: “in the employee’s Outlook calendar”>. If an office closure or an emergency excuses an employee from working on campus and work can still proceed at the employee’s remote worksite, employees are expected to continue working at their remote work location without interruption.
5. Missed time during the workday for personal appointments or responsibilities must be made- up by the employee unless the manager approved leave for that time. For example, a request for leave

to attend a scheduled medical appointment or as a result of important or unusual circumstances that may make it necessary for an employee to be absent from work for short periods of time are subject to [USW Local 2010 Collective Agreement](#) provisions.

6. Changes to the employee's work schedule that result in reduced hours must be implemented through the Reduced Period of Responsibility process or the Appointment Change process, as applicable.

Agreement does not replace Employment Contract or Collective Agreement

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

Work Location and Workspace

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

Security, Privacy and Confidentiality

13. The employee must ensure:
 - that all work-related equipment, office supplies, documents, records, etc. ("University material"), shall remain in the Designated Workspace. University material shall not be accessible to any other person who lives at, attends, or visits, the Designated Work Location;
 - the safety, security, and confidentiality of University material while in transport to or from

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

Equipment and Office Supplies

14. The employee will be provided with the technical/electronic equipment required for their position (desktop, laptop, monitor(s) and printer/scanner as may be required for their work, etc.). This equipment is and shall remain the property of the University, irrespective of where it is located.
15. If the employee's RWA results in the employee working a hybrid schedule, with part of their work conducted on University premises and part of their time at their Designated Remote Work Location, the University will provision equipment for only one workstation.
16. The employee is responsible for setting up their electronic equipment in the Designated Workspace, with online support from the University's Information Technology Services Department.
17. Office supplies approved by the employee's manager (such as pens, paper, writing pads, notebooks, markers, highlighters, staples, post-it notes, replacement printer ink as may be required), must be purchased in accordance with existing University ordering procedures.
18. Expenses for equipment and office supplies beyond the basic equipment and office supplies provided to employees who do not work remotely will not be reimbursed without prior written approval from the employee's manager in advance of the purchase.

19. The employee is responsible for the following, at their own expense:

- High speed internet access, with a secure/password protected network, of sufficient quality and reliability to permit consistent and productive remote work;
 - Phone service, unless the employee has been issued a Qmobile device by their department;
 - Insurance for the Designated Remote Work Location;
 - All utilities at the Designated Remote Work Location;
 - Office furniture (e.g., desk, chair, shelves, filing cabinets) suitable for their work and their Designated Workspace;
20. The employee will maintain, repair, and replace all employee-owned furnishings and equipment at their own expense and time.
21. The University will, at its expense, maintain, repair, and replace University-owned equipment, except in the case of damage resulting from intentional actions or gross negligence of the employee or of any person the employee permits into the Designated Remote Work Location. In the event of prolonged repair or replacement of equipment, the University may require the employee to report to a designated workspace on campus until such time as the equipment has been repaired or replaced.
22. At the conclusion of any RWA, the employee will return all University material in the condition in which it was originally provided to the employee, except for normal wear and tear.
23. The employee will immediately inform their manager of any loss or damage to University material.

Working On-Campus

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

Overtime and Vacation

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

Dependent Care and Personal Responsibilities

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

Travel Expenses

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

Workplace Health and Safety

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

The University's insurance coverage, including workers' compensation coverage, does not apply to injuries or damage suffered by the employee's family members or third parties in the Designated Workspace or at the Designated Work Location. The employee is not permitted to meet with clients, their manager, co-workers, suppliers or other third parties, etc., in the Designated Workspace or at the Designated Remote Work Location without prior written authorization from their manager and Dean/Department Head/Vice-Principal or their delegate, as applicable.

Insurance

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

Taxes

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

Changes to a RWA

38. A request to change a RWA may be made at any time, by the employee providing a minimum of 30 calendar days' written notice to their manager. Approval of any employee-requested change is subject to the operational needs of the University, as determined by the employee's manager.
39. Managers can require a change to the RWA on an ongoing basis by providing the employee with a minimum of 30 calendar days' written notice; however, the employee may agree, in writing, to terminate the RWA sooner. In exceptional circumstances, it may not be feasible to provide 30 calendar days' notice. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize inconvenience to the employee to ensure a smooth transition back to campus.
40. Schedule changes will be addressed under Article 20.05 of the Collective Agreement.
41. Any ongoing changes to the agreed RWA must be documented in writing and added to the employee's file, a copy of which will be provided to the Union.

Internal Transfers

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

Termination of a RWA

43. A request to end a RWA may be made at any time, by the employee providing a minimum of 30 calendar days' written notice to their manager. Approval of any employee-requested end to the RWA is subject to the operational needs of the University, as determined by the employee's manager.
44. Managers can terminate a RWA by providing the employee with a minimum of 30 calendar days' written notice; however, the employee may agree, in writing, to terminate the RWA sooner. In

exceptional circumstances, it may not be feasible to provide 30 calendar days' notice. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize inconvenience to the employee to ensure a smooth transition back to campus.

45. If the RWA is terminated, the employee will return to work on University premises and will ensure that all University material is returned to the University within one week after the end of the RWA, either by personally delivering them to the University or by delivering them via courier.

Evaluation

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

* * * * *

Acknowledgement

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

I understand and agree that these Terms and Conditions are not a permanent change to my work hours, work location on University premises, responsibilities or terms and conditions of employment. I acknowledge that these Terms and Conditions do not constitute a precedent and shall not form the basis of any claim of entitlement to similar arrangements in the event of a change to, or ending of, this RWA by any party for any reason.

Employee Name

Employee Signature

Date

Copy: United Steelworkers, Local 2010

General Terms and Conditions

- 47. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand and agree that such recitals are hereby incorporated into, and form part of, this Agreement;
- 48. The Parties acknowledge that the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and that this Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of this agreement more strongly against the Party causing them to be drafted;
- 49. The Union in its own right acknowledges and agrees that this Agreement is made without prejudice to any other matter or proceeding between the Parties;
- 50. The University hereby confirms that the person executing this Agreement on its behalf is authorized to bind the University;
- 51. The Union hereby confirms that the person executing this Agreement on its behalf is authorized to bind the Union;
- 52. The Parties agree that this Agreement shall be interpreted in accordance with the laws of the Province of Ontario;
- 53. The effective date of this Agreement shall be the last date on which each Party hereto has executed this Agreement;
- 54. These Minutes may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any counterparts may be delivered by way of electronic transmission, and such form of execution and delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each party shall endeavour to provide the other party with an original signed version of these Minutes as soon as possible following execution.

QUEEN’S UNIVERSITY:

Per: _____
Lisa Latour Colby
Lead Spokesperson, Queen’s University

Date: _____

THE UNION:

Per: _____
Kelly J. Orser, President
Co-Chief Spokesperson
USW Local 2010

Date: _____