

COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY

and

**UNITED STEELWORKERS
(ON BEHALF OF USW, LOCAL 2010)**

January 1, 2022 to December 31, 2024

LAND ACKNOWLEDGEMENT

Queen's University and the United Steelworkers, Local 2010 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of United Steelworkers, Local 2010 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of USW Local 2010 are recognized and respected within our agreements.

Queen's University tánon ne United Steelworkers, Local 2010 (the "Parties") ratiien:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatiien:tere's ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista'kehró:non), Local 2010 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of USW Local 2010 ronwatiien:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

Queen's University miinwaa United Steelworkers, Local 2010 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi-oodenaang Kingston ezhnikaadeg temgak omaa akiinsing gaa-maadookiiwaad ingiw Nishnaabeg miinwaa Haudenosaunee'ag. Nsadwaabmaa'aan dash gonda "Parties" ezhnikaazjig ne'en sa Nishnaaben debendaagzijig omaa United Steelworkers, Local 2010 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwig , babaayaawag miinwaa da wiiji-nokiimdiwig wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gadininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to:

- (a) secure the benefits of collective bargaining;
- (b) provide a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement; and,
- (c) set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

ARTICLE 2 - RECOGNITION & SCOPE

2.01 The University recognizes the Union as the exclusive bargaining agent for all employees of Queen's University in the City of Kingston who hold a general staff appointment save and except:

- (a) persons employed at salary grades 10 and above;
- (b) persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - i. The parties agree that the following persons shall be deemed to be employed in a confidential capacity in matters relating to labour relations within the meaning of 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - persons employed in the Human Resources Department;
 - persons employed in the Principal's Office;
 - ii. For clarity, it is understood and agreed that the persons employed in the following offices are persons employed within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - the Provost and Vice-Principal (Academic)'s Office;
 - the Deputy Provost's Office;
 - the Office of the Vice Principal (Finance and Administration);
 - the Human Rights Office;
 - the Equity Office;
 - the Office of the University Secretariat;
 - the Office of Institutional Research and Planning;
 - the Office of the Internal Auditor;
 - the Office of Faculty Relations; and,
 - University Relations (Communications)
 - iii. The University will not add positions to the Offices/Units referenced in Article 2.01(b)(ii) for the purpose of improperly circumventing the inclusion of a position in the bargaining unit;
 - iv. For further clarity the parties agree that the persons employed in the following positions are persons employed within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995:

•Office of Provost and Vice Principal (Academic)

08175 – Financial Coordinator, Agnes Etherington Art Centre
28113 – Manager, International Projects & Initiatives

•Office of the Vice-Principal (Finance and Administration)

04560 – Payables Supervisor, Financial Services
04879 – Administrative Assistant, Information Technology Services
04927 – Business Officer, Information Technology Services
09176 – Assistant Chief Engineer, Central Heating Plant, Physical Plant Services
09242 – Materials Supervisor/Buyer, Stores, Physical Plant Services
18840 – Assistant Area Manager, Physical Plant Services
21980 – Assistant Manager, Grounds, Physical Plant Services
27613 – Institutional Projects Manager, Financial Services
29931 – Accounting Manager, Financial Services

•Office of the Vice-Provost and Dean (Student Affairs)

04760 – Coordinator, Athletic Therapy Services, Athletics & Recreation
04761 – Manager, Finance and Administration, Athletics & Recreation
12263 – Manager, Career Counselling, Career Services
17526 – Administrative Assistant/Trademark Licensing Coordinator
22484 – Manager, Sales & Marketing, Queen's Event Services
24968 – Manager, Finance, Residences
25986 – Facilities Supervisor, Residences
26026 – Facilities Supervisor, Residences
26258 – Special Assistant to the Vice-Provost and Dean (Student Affairs)
26570 – Facilities Supervisor, Residences
27827 – Residence Desk Supervisor, Residences
27940 – Operations Supervisor, Apartment & Housing
27992 – Administrative Assistant to the Director of Athletics & Recreation
30140 – Sales & Service Coordinator, Athletics & Recreation
Head Coaches and Assistant Coaches of University Sports Teams, Athletics & Recreation

•Office of the Vice-Principal (Advancement)

11793 – Group Manager, Electronic Communications, Marketing & Communication
18359 – Administrative Assistant
25020 – Manager, Direct Response Appeals, Alumni Relations & Annual Giving
26231 – Development Officer Stewardship, Development
26518 – Manager, Alumni Education Services, Alumni Relations & Annual Giving
28812 – Administrative Assistant

•Office of the Vice-Principal (Research)

19006 – Office Supervisor/Assistant to the Vice-Principal (Research)
28707 – Finance/HR Administrator

•Faculty of Arts & Science

01842 – Department Manager, Physics, Engineering Physics and Astronomy
02025 – Department Manager, Psychology
02081 – Senior Staffing Officer
02089 – Senior Assistant to the Dean
11990 – Administrative Assistant, Economics

16594 – Manager, Continuing & Distance Studies and Faculty Projects Assistant
16929 – Administrative Assistant
19574 – Manager International Programs Office
20790 – Assistant to the Associate Deans (Studies)
22781 – Administrative Assistant to the Associate Deans (Studies)
24137 – Staffing Administrative Assistant
27214 – Financial Officer
29890 – Staffing Administrative Assistant

•Faculty of Education

04219 – Manager, Graduate Programs & Bureau of Research
04340 – Placement Coordinator
18961 – Administrative Assistant to the Associate Dean
25352 – Executive Assistant to the Dean & International Officer

•Faculty of Engineering and Applied Science

03018 – Departmental Administrator, Chemical Engineering
03122 – Administrative Assistant/Department Manager, Electrical and Computer Engineering
03166 – Machine Shop Technical Supervisor, Mechanical and Materials Engineering
03218 – Administrative Assistant, Robert M. Buchan Dept. of Mining
03233 – Senior Staffing Officer
03235 – Awards Officers, Admissions & Accreditation Assistant
20056 – Administrative Assistant to the Dean
26261 – Staffing Assistant and Administrative Assistant to the Associate Dean
27905 – Financial and Operations Officer

•Faculty of Health Sciences

02774 – Senior Staffing Officer
02777 – Administrative Assistant
02787 – Undergraduate Program Manager, School of Medicine
02992 – Administrative Coordinator, School of Rehabilitation Therapy
12372 – Manager, Continuing Professional Development
21808 – Project Manager, Centre for Neuroscience Studies
13458 – Staffing Assistant
15233 – Manager, Building Operations and Projects
17609 – Facility Manager, Animal Care Service
19884 – Assistant Office Manager, School of Medicine
20636 – Administrative Secretary
21503 – Staffing and Research Officer, Medicine
23497 – Administrative Secretary
23884 – Administrative Secretary
24981 – Faculty Support Coordinator, Family Medicine
28052 – Assistant to the Associate Dean, Post Graduate Medical Education
29900 – Manager of Education, Family Medicine
30657 – Human Resource Coordinator, Family Medicine

•**Faculty of Law**

03320 – Administrative Assistant
27068 – Finance Manager

•**School of Business**

02234 – Human Resources/Facilities Management Coordinator
15760 – Associate Director, Commerce Program
21790 – Administrative Assistant
25373 – Program Planning Manager
26024 – Manager, Fit to Lead
27520 – Manager, Web Marketing
28624 – Administrative Assistant to the Dean
29948 – Administrative Assistant

•**School of Graduate Studies**

23042 – Program/Conference Team Manager, Industrial Relations Centre
28896 – Administrative Secretary to the Vice-Provost and Dean

•**Office of the University Registrar**

22832 – Admission Manager, International
26637 – Communication Manager

- (c) architects, dentists, lawyers, engineers, and doctors entitled to practice in Ontario and employed in a professional capacity within the meaning of section 1(3)(a) of the Ontario [Labour Relations Act, 1995](#);
- (d) persons employed in any bargaining unit for which another trade union held bargaining rights on March 24, 2010;
- (e) persons employed in Campus Security;
- (f) persons who hold appointments to the academic staff of the University as defined by the University's Statement on Adjunct Academic Staff and Academic Assistants unless such persons come within the bargaining unit independently of their status as academic staff;
- (g) persons employed as post-doctoral fellows, clinical scholars, clinical fellows, visiting fellows, research fellows, visiting scholars, visiting researchers and visiting faculty;
- (h) persons who hold research, grant and contract appointments receiving salary payments from grants, contracts and University trust funds unless such persons come within the bargaining unit independently of their status as persons who hold such appointments;
- (i) persons employed for less than 14 hours per week;
- (j) persons employed on a temporary assignment for a period not exceeding 4 months;
- (k) persons employed on an *ad hoc* (casual) basis;
- (l) persons employed on student contracts.

ARTICLE 3 - DEFINITIONS

3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

- (a) **“Academic Term”** means September 1st to December 31st, January 1st to April 30th and May 1st to August 31st for the purposes of Article 20.23.
- (b) **“Agreement”** is the Collective Agreement between Queen's University at Kingston, Ontario and the United Steelworkers and its Local 2010.
- (c) **Appointments**
 - (i) **“continuing appointment”** is an appointment to a full- or part-time position that is identified as “continuing” in the employment letter from Human Resources and for which no end date is stated in the employment letter.
 - (ii) **“continuing term appointment”** is an appointment to a full- or part-time position that is identified as a “continuing term” in the employment letter from Human Resources and for which a recurring fixed period of time is identified in the employment letter (e.g., September 1 to May 31 annually).
 - (iii) **“term appointment”**
 - is an appointment to a full- or part-time position that is identified as a “term appointment” in the employment letter from Human Resources and for which the commencement date and the end date of the term are stated in the appointment letter. There is no guarantee or commitment of employment to an employee beyond the stated end date.
 - A term appointment shall be deemed to be a continuing appointment to a position if the employee's length of consecutive term appointments to the same position exceeds 36 months. An employee whose appointment status is changed because of the operation of this Paragraph will receive a letter from Human Resources confirming their change of status within 30 days of the change.
 - If an employee's term appointment to a position expires but the employee is appointed to the same position within 13 weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between 2 such appointments shall not be included in the calculation of the employee's length of consecutive appointments to the same position.
- (d) **“bargaining unit”** is defined as set out in Article 2: “Recognition and Scope”.
- (e) **“bargaining unit member”** or **“employee”** means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.
- (f) **“business day”** means Monday to Friday, exclusive of holidays recognized by the University.
- (g) **“day”** means calendar day unless otherwise specifically stipulated.
- (h) **“Department”** means an academic unit, an administrative unit, a centre, a division, an institute, or a school, as the context may require.
- (i) **“Department Head”** refers to the head of an academic unit, an administrative unit, a centre, a division, an institute, or a school, as the context may require.
- (j) **“employee”** or **“bargaining unit member”** means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.

- (k) **"Employer"** or **"the University"** refers to Queen's University at Kingston, Ontario.
- (l) **"immediate family"** means an employee's parent including a step parent, spouse, partner, child including a child of the employee's current spouse, a sibling including a step sister or step brother, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent or grandchild.
- (m) **"internal applicant"** means a University employee who is included in the bargaining unit as defined in Article 2: "Recognition and Scope".
- (n) **"Local"** or **"Local Union"** or **"the Union"** means USW Local 2010 representing the Bargaining Unit as defined in Article 2: "Recognition and Scope".
- (o) **"Manager"** is the managerial, non-bargaining unit person who directs an employee's work or to whom an employee normally reports, or their designate.
- (p) **"notice"** Where notice is required by the terms of this Agreement, the notice required shall be as stated; however the Parties recognize that there may be extraordinary circumstances that make it appropriate to amend the notice period following discussion and agreement between the Union and the Employer.
- (q) **"Parties"** are Queen's University at Kingston, Ontario and the United Steelworkers.
- (r) **"spouse"** or **"partner"** means the legally married spouse of an employee, or a person who has continuously lived with the employee for a period of at least one year in a conjugal relationship outside marriage.
- (s) **"supervisor"** is a non-managerial, bargaining unit member who has some day-to-day responsibility for, and/or oversight of, the work of others.
- (t) **"Union Executive"** means a person(s) who has been elected or appointed in accordance with the USW Constitution or USW Local 2010 By-Laws to any of the following positions: President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Guides, Guards or Trustees.
- (u) **"Union Representative"** means a person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent bargaining unit members on behalf of the Union.
- (v) **"USW"** means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- (w) **"USW Staff Representative"** means an authorized staff representative of the USW.
- (x) **"University"** means Queen's University at Kingston, Ontario.
- (y) **"written notice"** may include email communication.

ARTICLE 4 - UNION DUES

- 4.01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such Union dues, fees and assessments, as instructed by the Union in accordance with the Union's Constitution, that are applicable to each bargaining unit member, regardless of whether they are also a Union member. For clarity, the dues, fees and assessments prescribed by the Union shall not include fines, penalties, levies or the like that the Union may, pursuant to its Constitution, impose against Union members.
- 4.02 All such dues, fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance

shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083 Postal Station 'A', Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the University along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the USW Area Coordinator.

- 4.03 The monthly remittance shall be accompanied by a statement listing:
- (a) the name and employee number of each bargaining unit member from whose pay deductions have been made, each employee's campus email address and campus address if available in the University's Human Resources Management System, and the total amount deducted for the month; and
 - (b) the name and employee number of each bargaining unit member from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 4.04 The University will record total Union dues deductions paid by each employee on their "*T4 Statement of Remuneration Paid*".
- 4.05 The Union must provide at least 60 calendar days' written notice of any change in the monthly membership dues.
- 4.06 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

Information

- 4.07 On the date of hire, the University shall advise each new employee of the name of their Union Representative and the Local Union President and provide their email addresses. Within 90 calendar days from the start of employment, new employees shall be allowed 1.5 hours including travel time to attend a Union orientation session, which will be attended by no more than 2 Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.
- 4.08 The Union will provide the University with a schedule of its orientation sessions, which shall not occur more than once per month.
- 4.09 The University will notify any new employee of the dates of the next scheduled orientation session.
- 4.10 The University will provide the Union with a copy of the job description and appointment letter, in electronic format, including salary, grade, step, position number, and department for each new appointment in the bargaining unit, no later than 30 days after the University has received a copy of the signed appointment letter back from the individual.
- 4.11 On January 31st, April 30th, July 31st, and October 31st of each year the University will provide the Union with a report in electronic format listing bargaining unit members, which will include, to the extent it is recorded in the University's Human Resources Management System, each employee's:
- (a) full name (last, first, middle);
 - (b) employee number;

- (c) home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information;
- (d) position title;
- (e) grade and step;
- (f) status (continuing or term);
- (g) salary;
- (h) campus email address;
- (i) campus mail address;
- (j) department
- (k) gender;
- (l) position number;
- (m) Pregnancy/Parental Leave, if applicable; and,
- (n) Unpaid Leave of Absence, if applicable

- 4.12 The University will notify the Union of USW bargaining unit members that have an approved retirement date.
- 4.13 On a monthly basis, the University will provide the Union with a list of USW bargaining unit members on the accommodation list.
- 4.14 On or before January 31st of each year, the Employer will provide the Union with a listing, in electronic format, of departments, positions, associated position numbers, and current incumbents, that are subject to Articles 20.23 (a) and (b) and the Letter of Understanding regarding Travel Time Credit.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management of Queen's University is fixed exclusively in the University and without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the University to:
- (a) maintain order and efficiency;
 - (b) plan, direct and control operations;
 - (c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
 - (d) determine the size, composition, and deployment of the workforce;
 - (e) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and,
 - (f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the University.
- 5.02 The University agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such

that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act, 1995.
- 6.02 During any legal strike or lockout involving Queen's employees in any other bargaining unit, or, involving non-Queen's employees represented by a trade union that pickets at or near Queen's University property, the Union acknowledges that "sympathy strikes" are prohibited and will advise all members in its bargaining unit of such and that it remains the responsibility of those employees to attend at work as scheduled.
- 6.03 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, employees may perform the work of striking or locked-out employees, but the University cannot require them to do so.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01 The Parties agree that there will be a joint Labour/Management Committee ("LMC") for all Queen's employees represented by USW, consisting of 4 representatives from the University plus 3 Human Resources Staff and 5 representatives selected by the Union, plus the USW 2010 Local Union President or designate. The USW Staff Representative may also attend such meetings. Meetings will be held no less than bi-monthly. The Parties may agree to hold *ad hoc* LMC meetings in between the bi-monthly meetings as they deem necessary.
- 7.02 Each Party shall, not less than 5 business days before a scheduled LMC meeting, submit to the other Party a written summary of the topics to be discussed at the upcoming meeting.
- 7.03 Meetings will not be used to discuss matters which are the subject of a grievance, nor to discuss any matters which are, at the time, the subject of collective bargaining.
- 7.04 The LMC has no authority to alter, modify or amend any part of the collective agreement.
- 7.05 A representative of each Party shall be designated Co-Chairperson, and the 2 persons so designated shall Chair the meetings alternately.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The University recognizes the role of elected Union Representatives in labour management relations and shall not discriminate against them for their participation as a Union Representative.

Executive Committee

- 8.02 The Union recognizes that members of its Executive Committee have duties to perform for the University and they will not absent themselves from such duties to attend to Union business without approval. When requesting time away from work to attend to such Union business an Executive Committee member shall submit such request with at least 3 business days' written notice to their Manager. Such requests will be subject to operational requirements, but will not be unreasonably denied. Paid time away from work under this Article shall not extend beyond normal working hours.

University Committees

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

Union Representatives

- 8.04 The University acknowledges the right of the Union to appoint or otherwise select up to 1 Union Representative, from among employees who have completed their probationary period, for each 60 employees for the purpose of representing employees in the handling of grievances.
- 8.05 The University will recognize a Union Grievance Committee of up to 4 Union Representatives selected by the Union.
- 8.06 The Union shall provide the University, in writing, with the names and titles of Union Representatives, their areas of representation, and indicate which Union Representatives are Grievance Committee members.
- 8.07
- (a) It is understood and agreed that each Union Representative has their work duties to perform and that if it is necessary to investigate a grievance or attend a grievance meeting during working hours, they shall not leave their work without first requesting time away from their work from their Manager/designate, and subject to operational requirements, such request will not be unreasonably denied. The Manager is entitled to know the estimated duration of such time away from work. The Union Representative shall report back to their Manager/designate upon returning to work.
 - (b) Any Union Representative dealing with a grievance arising out of this Agreement, but not in their own department, shall, in addition to the requirements of (a) above, also request permission from the Manager/designate in the other department before contacting any employee therein regarding a complaint or grievance, and subject to operational requirements, such request will not be unreasonably denied.
- 8.08 The University agrees that Union Representatives will not suffer a loss of pay for approved time spent in the handling of grievances pursuant to this Article 8, but paid time away from work for Union Representatives under this Article shall not extend beyond normal working hours.

Leave for Union Business

- 8.09 Employees who are elected or appointed by the Union to attend Union business, such as conventions, conferences, or educational seminars, shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than 10 business days' written notice be given. The notice shall include the names of employees in respect of whom leave is being requested, the name of each employee's Manager and the employee's department. The written notice shall be sent to the Senior Director, Employee/Labour Relations or designate, who shall advise the appropriate Manager(s) of the request and will provide a written response to the Union within 5 business days.

- 8.10 Employees on such leave of absence will continue to be paid by the University, but the Union will reimburse the University for the cost of the employee's wages associated with the period of the leave, upon receipt of a statement of the amount owing.

Release Time for Local President

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

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

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

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

Union Leave

- 8.12 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to 3 years for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least 2 months prior to the commencement of the requested leave. The University may grant an extension of the leave; an extension request must be submitted in writing at least 2 months prior to the scheduled end of the current leave. Provided the extension will not unduly interfere with operations, extension requests will not be unreasonably denied.
- 8.13 Employees on such leave of absence will continue to be paid by the University so long as the Union pays the University monthly, for the cost of the employee's total compensation on or before the 15th of the month preceding the employee's pay date. The University must first provide the Union an invoice for the amount to be paid on or before the first of the month. Seniority, as well as service, will continue to accrue during such leaves for all service-related entitlements.
- 8.14 The employee will be entitled to return to their position at the expiry of the leave. If, during their leave, the employee's position is declared redundant, they will be placed in the redeployment pool in accordance with Article 18 upon the expiry of their leave.
- 8.15 Notwithstanding Article 8.14, if an employee, whose position has been declared redundant continues to be an elected official of the Union or an employee who continues to be an elected official is denied an

extension of their union leave in accordance with Article 8.12, the University will, at the request of the Union, grant the employee a leave of absence from the University, until such time as the employee is no longer an elected official. The employee on such leave, will be paid by the University, as set by the Local Union but not to exceed the maximum annual salary as outlined in the Salary Grid, until the date on which they cease to be an elected official of the Union, except as a result of a retirement or resignation, at which time the employee will receive Indefinite Layoff and Redeployment in accordance with Article 18.26 – 18.34 of the Collective Agreement.

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

- (a) provides a written instruction to the Human Resources Department to remove their name;
- (b) obtains an alternate position with the University;
- (c) resigns or retires from the University;
- (d) receives severance pay.

- 8.16 Upon expiry of the Union Leave, the employee will be provided with position-specific upgrading and/or required training provided to the individual temporarily covering the leave during the employee's temporary absence on Union Leave.
- 8.17 Employees on a Union Leave shall be entitled to apply for positions that are posted in the bargaining unit during their leave. If the employee is the successful applicant for the posting and if they accept the position, the employee will be required to assume the position on the stated commencement date of the appointment and the Leave shall come to an end at that time.
- 8.18 Where the ratification vote is held during a Bargaining Unit member's regular working hours the Bargaining Unit member will be granted one and one half (1.5) hours including travel time to attend the ratification vote without loss of wages. Where more than one session is held during the employee's regular working hours, the Manager/designate may determine which session the employee attends based on operational requirements.

ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 The University will recognize a Bargaining Committee composed of up to 7 members, one of whom shall be the President, of the bargaining unit. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours without loss of pay while participating in collective bargaining up to the commencement of conciliation.
- 9.02 The Bargaining Committee shall be entitled to be represented by a representative(s) of the United Steelworkers at all bargaining meetings held between the University and the Union.
- 9.03 The 7 employees who are members of the Union's Bargaining Committee shall be given up to 3 days or 6 half days each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining. Additional unpaid time will, subject to operational requirements, be granted.

- 9.04 The Bargaining Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of bargaining, including proposals for the renewal or modification of this Collective Agreement.

ARTICLE 10 - USW STAFF REPRESENTATIVE

- 10.01 If an authorized staff representative of the USW wants to speak to a member of the bargaining unit about a grievance or other official business during working hours, they must advise the employee's Manager/designate who, subject to operational requirements, will arrange time, not to exceed 30 minutes, for the employee to meet with the representative. The USW Staff Representative will provide the Manager/designate with as much advance notice as possible of their desire to meet with a member of the bargaining unit, and in any case not less than 1 hour's notice.

ARTICLE 11 - GRIEVANCE PROCESS

- 11.01 It is the mutual desire of the Parties that any complaint arising between the University and an employee and/or the Union with respect to the administration, application, interpretation, or alleged violation of the Agreement be addressed as efficiently as possible.
- 11.02 In the event of a disagreement between the University and an employee and/or the Union as to the administration, application, interpretation, or alleged violation of the provisions of this Agreement the following process will be followed:

Informal Resolution Stage

- 11.03 It is agreed by the Parties that an employee may not file a grievance until they, either directly or through the Union, have first given their Manager an opportunity to address the issue or complaint. An employee, upon their request, may be accompanied by a Union Representative in such a meeting.
- 11.04
- (a) This Informal Resolution Stage must be initiated within 15 business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.
 - (b) Alternatively, the Union may raise the issue on behalf of the employee, in which case the Union will raise the issue or complaint directly with an Employee/Labour Relations Advisor within 15 business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.
- 11.05 If the issue or complaint is not resolved within 5 business days after it has been brought to the attention of the employee's Manager or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:
- 11.06 **Step 1:** The aggrieved employee (the "grievor"), or a USW Staff Representative/Union Representative on the grievor's behalf, may submit a written grievance to the Department Head/designate within 10 business days of the date the Informal Resolution Stage response was provided. The grievance should outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a USW Staff Representative/Union Representative if available. The Department Head/designate will provide the grievor and the Union with a written response within 10 business days after the grievance was submitted.

- 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 USW Staff Representative/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 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.
- 11.09 A Policy grievance arising directly between the Employer and the Union shall be originated under Step 2. However, it is understood that the provisions of this Paragraph shall not be used to bypass the regular grievance procedure to institute a grievance directly affecting an employee(s), which such employee(s) could themselves have instituted. A Policy grievance filed by the Employer or the Union must be submitted within 15 business days after the occurrence of the facts giving rise to the grievance or within 15 business days after the date on which the Employer or the Union, as applicable, ought reasonably to have been aware of the occurrence of the facts giving rise to the grievance.
- 11.10 An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing within 10 business days of the meeting provided for in Step 2.
- 11.11 A group grievance arises when 2 or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group grievance, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 11.04(b). Failing resolution of the matter after the Informal Resolution Stage, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.
- 11.12 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article 13: "Arbitration".
- 11.13 The time limits referred to in this Article may be extended by mutual written agreement of the Parties.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01 Subject to Article 12.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.
- 12.02 A probationary employee may be disciplined, including suspension or discharge, at any time during the probationary period; the probationary employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was contrary to Article 5.02.
- 12.03 At their request an employee will be entitled to be accompanied by their 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 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 decision to impose discipline or not. The Union will also be informed of the decision if a Union Representative was present at the meeting. If the University requires additional time to complete its investigation prior to making its 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.
- 12.06 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within 3 business days, such reason(s) will be confirmed in writing to the employee and the Union.
- 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 13 - ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the administration, application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grieving Party may, within 20 business days after the Step 2 written response is received or due, provide written notification to the other Party of its intention to proceed to arbitration.
- 13.02 An arbitration hearing will proceed before a single arbitrator.
- 13.03 In its written referral pursuant to Article 13.01, the referring Party will list 3 proposed arbitrators. If the responding Party does not agree to any of the 3 proposed arbitrators, it will propose 3 alternate arbitrators within 10 business days after receiving the arbitration referral.
- 13.04 If the Parties cannot agree on an arbitrator within 30 days after the responding Party received the initial arbitration referral, then either Party may request that the Minister of Labour appoint a sole Arbitrator pursuant to the provisions of section 48 of the Ontario [Labour Relations Act, 1995](#), or, the Parties may continue to attempt to reach agreement on an arbitrator.
- 13.05 The fees and expenses of the Arbitrator will be shared equally by the Union and the University. Subject to Article 13.06, each Party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.
- 13.06 The Union must, with as much advance notice as possible, submit a leave request to the Senior Director, Employee/Labour Relations for any bargaining unit member whom the Union wishes to attend an arbitration hearing. The grievor and Union Representative or designate will be paid at their regular hourly rate for time lost by them as a result of attending an arbitration hearing.
- 13.07 The Arbitrator has the power and authority provided for in the Ontario [Labour Relations Act, 1995](#) and to hear and determine the grievance.

- 13.08 The Arbitrator's decision shall be final and binding upon the Parties and upon any employee affected by it, subject to the limitation that the Arbitrator shall have no authority to make any decision that is inconsistent with the terms of this Agreement or to add to, subtract from, change, alter, modify or amend any of the provision(s) of this Agreement.
- 13.09 The Arbitrator shall deal solely with the matter in dispute within the confines of this Agreement and any legislation over which the Arbitrator has the jurisdiction to interpret and apply pursuant to the Ontario Labour Relations Act, 1995.
- 13.10 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. This provision shall not be interpreted such as to prevent either Party from seeking judicial review of an Arbitrator's decision.
- 13.11 The time limits referred to in this Article 13 may be extended by written mutual agreement of the Parties.
- 13.12 Nothing in this Article shall prevent the Union or the University from exercising its right to use Section 49 of the Ontario Labour Relations Act, 1995.

ARTICLE 14 - VIDEO SURVEILLANCE

- 14.01 Employees who work in areas where there are security cameras will be so advised.

ARTICLE 15 - WHISTLEBLOWER PROTECTION

Reporting Actual or Suspected Violations

- 15.01 It is each employee's obligation, in good faith, to report actual violation(s) of laws, regulations, University policies or procedures, including violations of ethical and professional standards that come to their attention. It is also each employee's obligation, when, they have a *bona fide* basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such belief is based.
- 15.02 An employee may report a suspected or actual violation directly to their Manager or Department Head/designate or they may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.
- 15.03 Reports must provide sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.
- 15.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised.

Protection of Whistleblowers

- 15.05 Subject to Article 15.09, any employee who has a *bona fide* basis upon which to believe wrongdoing has occurred, and who reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- 15.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against a whistleblower for making a *bona fide* report. This protection extends to each individual who, with *bona fide* reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by a whistleblower.

- 15.07 Any act of retaliation shall be treated by the University as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.
- 15.08 If a whistleblower believes they are being retaliated against after reporting a violation, they should contact Queen's Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.
- 15.09 Any employee who makes a report pursuant to this Article, which report is determined to be frivolous, vexatious or made without a *bona fide* basis upon which to believe wrongdoing has occurred, may be subject to disciplinary action, up to and including discharge from employment for just cause.

ARTICLE 16 - NO HARASSMENT OR DISCRIMINATION

- 16.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present, in the Union.
- 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 Harassment and Discrimination Prevention and Response Policy, or the Ontario 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.

- 16.04 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.”

- 16.05 Harassment is not properly discharged managerial responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.
- 16.06 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 16.07 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.
- 16.08 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner; therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.
- 16.09 The parties agree that the preferred method of handling complaints is to follow the procedures established by the University.
- 16.10 Alternatively, any allegation of discrimination or harassment in the workplace, including an allegation of *Code*-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this Agreement.

¹ See Ontario *Human Rights Code*, Section 18

- 16.11 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's Harassment and Discrimination Prevention and Response Policy, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.
- 16.12 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 16.13 Where a complaint is being addressed through the procedures 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.
- 16.14 An employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Once an application has been filed with the Tribunal all other related proceedings under this Article will be suspended and, applicable grievance and arbitration timelines will be extended until those proceedings are concluded.
- 16.15 In cases where sexual harassment may result in the transfer of a person, the complainant shall not be transferred against their will; unless otherwise agreed, it shall be the harasser who is transferred.
- 16.16 In dealings with the University on matters of personal or workplace harassment an employee who is a complainant or respondent has the right to be represented, and an employee who is a potential witness has the right to be accompanied, by a Union Representative. At the complainant's, respondent's or witness' option, this person can be a qualified bargaining unit member appointed by the Union.
- 16.17 Where there is a claim of harassment or discrimination and the University decides to 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.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The University is subject to the provisions of the Ontario Occupational Health and Safety Act and its regulations, including the provision that calls for a worker representative selected by the Union to serve on the University Joint Health and Safety Committees. It is agreed that the University and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University. To this end, the Parties acknowledge and agree that all persons on University premises are required to comply with policies, procedures, regulations and standards relating to health and safety.
- 17.02 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training and the right to refuse unsafe work in accordance with the Ontario Occupational Health and Safety Act where there is an immediate danger to the employee's health and safety or to the health and safety of others.
- 17.03 The Union will select a worker representative for each applicable Joint Health and Safety Committee formed under the Ontario Occupational Health and Safety Act. This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- 17.04 A worker representative on a Joint Health and Safety Committee may become a certified worker representative on the Committee. The University will provide the required training for certification at no cost to the employee or the Union.

- 17.05 When a worker representative on a Joint Health and Safety Committee ceases to be employed in the bargaining unit, they will cease to be a worker representative on the Committee.
- 17.06 The University will supply, and employees will wear/utilize, personal protective equipment and 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 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 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 the 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).
- 18.02 During the probationary period an employee may be terminated at any time and the employee will not have recourse to the Grievance or Arbitration provisions of this Agreement, unless the termination is alleged to have been discriminatory, arbitrary or made in bad faith.

Conversion of Term Appointments to Continuing Appointments

- 18.03 A term appointment shall be deemed to be a continuing appointment to a position if the employee's length of consecutive term appointments to the same position exceeds 36 months.
- 18.04 If an employee's term appointment to a position expires but the employee is appointed to the same position within 13 weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between 2 such appointments shall not be included in the calculation of the employee's length of consecutive appointments to the same position.
- 18.05 An employee whose appointment status is changed because of the operation of this Paragraph will receive a letter from Human Resources, with a copy to the Union, confirming their change of status within 30 days of the change.

Seniority

18.06

- (a) For purposes of calculating seniority, successive appointments held by bargaining unit members will be considered continuous if the break between appointments is not greater than 13 weeks. This means that seniority shall be calculated based on an employee's initial appointment with the

University so long as they have not had a break between appointments that exceeds 13 weeks. If an employee has experienced a break(s) between appointments that is more than 13 weeks, their seniority will be calculated based on the date of their appointment that started after the most recent break that exceeded 13 weeks.

- (b) In the event that 2 or more bargaining unit members have the same most recent appointment date their seniority ranking will be determined in accordance with the process determined by the Union. The Union will provide written instruction to the University as to the process it has adopted and will provide not less than 60 days' written notice of any change to that process.
- (c) Seniority will only be recognized following an employee's successful completion of the probationary period.
- (d) Except as otherwise expressly stated, seniority will be maintained and will not be affected by an employee's absence from work due to vacation, paid holidays, approved sick leave, union leave, or other approved leaves provided for in this Agreement.
- (e) The University will post a seniority list on the Human Resources web site by January 15th and July 15th of each year. The seniority list will include the name of each employee in the bargaining unit who has completed their probationary period and will indicate the employee's seniority date. A copy of the seniority list will be provided directly to the Union on or before January 15th and July 15th of each year in electronic format.
- (f) Employees shall have the right to challenge the accuracy of their seniority for a period of 30 days from the date the seniority list is posted on the Human Resources web site. If the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.
- (g) An employee who leaves the bargaining unit but remains employed by the University will, if they return to the bargaining unit within 2 years, be credited with the seniority they had on the date they left the bargaining unit.
- (h) University employees from outside the bargaining unit who become covered by the collective agreement will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered under this collective agreement.

Job Posting

- 18.07 Subject to Article 18.11, when the University decides to fill a vacancy in the bargaining unit it will be filled by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on the Human Resources website for at least 7 calendar days. The University may determine that a posted vacancy will not be filled.
- 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.
- 18.09 It is the responsibility of each applicant to set out in their application the skills, qualifications, abilities, and relevant experience, relative to the criteria stated in the job posting.
- 18.10 Prior to posting a position in the bargaining unit, the University will attempt to fill the position with a University employee who requires accommodation pursuant to the Ontario Human Rights Code.

Posting Not Required

18.11

- (a) Term appointments renewed following ratification of this Agreement shall first be offered to the incumbent if they have the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.
- (b) The University is not required to post a position if the successful candidate rescinds their acceptance of the employment offer at any time within 2 weeks prior to the scheduled start date. The University will reconsider the applicant pool from which the successful candidate was selected.
- (c) The University may, without posting:
 - (i) Fill a vacancy associated with a pregnancy or parental leave, including vacation time taken contiguously.
 - (ii) Fill any other vacancy for a temporary period of less than 12 months.
 - (iii) The University will provide the Union with a copy of the appointment letter, in electronic format, for positions filled without posting pursuant to Article 18.11 (c) (i) and (ii) above, no later than 30 days after the University has received a copy of the signed appointment letter back from the individual.
- (d) The University is not required to post a position if a posted position is filled but becomes vacant again within 3 months of the successful applicant being placed. The University will reconsider the applicant pool from which the successful candidate was selected.
- (e) The University is not required to post a position that is occupied by a term employee whose appointment is converted to a continuing appointment pursuant to Article 3.01(c)(iii) ("*term appointment*").
- (f) When an individual joins the University with a faculty appointment from an external employer, they may bring pre-existing staff member(s) who can be appointed to new position(s) in the bargaining unit without the requirement to post the position(s). Such position(s) will not be considered to create "vacancies" for the purpose of the posting requirements. The Union will be advised of any such appointment(s). It is understood that such appointment(s) shall not cause a reduction in hours or layoff of any bargaining unit member(s).

Application and Selection Process

- 18.12 (a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants will be interviewed first. However, after completing any interviews of internal applicants, the hiring Department retains the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant.
- (b) The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.
 - (c) The University shall post the name of the successful applicant on the HR website within 10 business days of awarding the position.

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

Career Development Opportunities - Term Appointments

18.14 The Parties recognize the benefits of employees being able to acquire transferrable skills and of opportunities for overall career development. Therefore:

- (a) an employee who is the successful candidate for a term appointment within the University may, prior to accepting the term position, make a written request to their manager to take a temporary leave from their appointment, which leave would permit the employee to return to their home appointment at the end of the term appointment.
- (b) the decision to grant such a leave request, and the terms of the leave, will be governed by the following:
 - (i) the term appointment would normally have to be for a minimum period of 12 months, and the leave would normally not exceed 24 months;
 - (ii) the employee making the request for leave must have completed their probationary period and must have been in their home position for at least 1 year;
 - (iii) the decision to grant or deny a leave request will be made in a timely manner and shall be subject to an assessment about the potential impact such leave would have on operational efficiency and service effectiveness of the employee's home Department. Such assessment will not be made in a manner that is arbitrary, discriminatory or in bad faith;
 - (iv) an employee on leave from a continuing position will return to their home position at the end of the temporary leave, if the continuing position still exists. If it does not, then the provisions of this Agreement concerning *Indefinite Layoff* shall apply;
 - (v) if an employee holds a term appointment, a leave of absence from that term appointment granted under this Article 18.14 will not operate to extend or otherwise alter the end date of the employee's home appointment; and,
 - (vi) the University will provide any training it deems necessary for the employee to resume the duties of their home position.

Layoff

18.15

- (a) Operational reasons that may include budgetary constraints, discontinuance of funding, organizational restructuring, reorganization of duties and responsibilities, reduction of funding, or technological change may make it necessary for a department to reduce the complement of employees in the bargaining unit by:
 - (i) declaring a temporary layoff; pursuant to Article 18.23, a temporary layoff is a layoff that shall not exceed 13 weeks;
 - (ii) eliminating 1 or more bargaining unit positions from the department, or,
 - (iii) reducing the hours of 1 or more bargaining unit positions in the department by 20% or more.
- (b) Non-bargaining unit individuals employed by the University shall not perform duties normally assigned to bargaining unit members if doing so will result in the layoff, or in a reduction of the regular work hours, of any bargaining unit member.

- 18.16 At least 3 weeks in advance of a layoff notice being issued, the Local Union President/designate shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.
- 18.17 Within 2 weeks of notifying the Local Union President/designate about the pending layoff, the University will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the University and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff. When requested to do so, the Employer will provide the Union with the job description(s) and the organizational chart(s) if available.
- 18.18 When the University meets with the employee(s) to give the notice of layoff, the employee will be entitled to have a Union Representative in attendance.
- 18.19 An employee will normally be expected to work through the notice period, but the University may choose not to require the employee to attend at work during all or part of the notice period in which case the employee will be so advised in writing and such decision will not affect the employee's entitlement(s) pursuant to Article 18.
- 18.20 If a position(s) that is subject to a layoff is one of a number of positions in the department for which the required qualifications and the duties are substantially similar, the employee(s) will be laid off in reverse order of seniority.

Organizational Change

- 18.21 Where, as a result of organizational change, 1 or more employees within a Department have received a layoff notice and a new position(s), at the same salary grade or a lower salary grade, is established, before being posted under Article 18.12 the new position(s) in the Department and any subsequent vacancies created in the Department will first be available to eligible employee(s) in the Department who have received a layoff notice and who apply for the position(s). Where a new position(s), at a higher salary grade, is established, before being posted under Article 18.12, the new position(s) will first be posted internally within the Department.
- 18.22 The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.

Temporary Layoff/Reduction of Hours

- 18.23 A temporary layoff is a layoff that shall not exceed 13 weeks and in respect of which a defined end date is provided to the employee at the time notice of layoff is given, following which the employee will be recalled to their position. A temporary layoff includes a reduction in the regular work hours of an employee's appointment by 20% or more for a period that shall not exceed 13 weeks. For clarity, it is understood that the non-working period that is part of a continuing term appointment is not a Temporary Layoff.
- 18.24 An employee who is subject to a temporary layoff will receive 3 weeks' advance notice of the layoff, pay in lieu of notice, or combination thereof.

18.25 (a)

- (i) During a temporary layoff that involves a reduction of hours but during which the employee continues to work at least 40% of their FTE hours, the following benefits will continue provided they were enrolled in such benefit(s) on the date of the notice of layoff:

- Pension Plan
- Supplementary Medical
- Dental
- Semi Private Hospital
- Basic Group Life Insurance
- Optional Group Life Insurance
- Employee and Family Assistance Plan
- Long Term Disability

- (ii) The benefit coverage and employee share of premium costs that are based on earnings shall continue to be deducted at source and shall be determined based on the employee's actual earnings during their reduced-hours layoff.

(b)

- (i) During a temporary layoff during which the employee works less than 40% of their FTE hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff:

- Pension Plan
- Supplementary Medical (except Out of Country)
- Dental
- Semi Private Hospital
- Basic Group Life Insurance
- Optional Group Life Insurance
- Employee and Family Assistance Plan

- (ii) The benefit coverage and the employee share of premium or contribution costs shall continue to be deducted at source and shall be determined based on the employee's actual earnings during their reduced-hours layoff.

- (iii) Long Term Disability coverage terminates at the end of the month in which the layoff commences. Upon return to work, the employee's Long Term Disability coverage will resume.

(c)

- (i) During a temporary layoff during which the employee works no hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff and provided the employee authorizes monthly direct banking debit for the employee share of the premium or contribution costs:

- Pension Plan
- Supplementary Medical (except Out of Country)
- Dental
- Semi Private Hospital
- Basic Group Life Insurance
- Optional Group Life Insurance
- Employee and Family Assistance Plan

- (ii) The benefit coverage and the employee share of premium or contribution costs shall be based on the employee's earnings on the date immediately prior to the effective date of the layoff.
- (iii) Long Term Disability coverage terminates at the end of the month in which the layoff commences. Upon return to work, the employee's Long Term Disability coverage will resume.
- (d) The University will continue to pay the Employer share of the premium cost of the benefits the employee elects to continue.
- (e) No other benefits continue for employees on temporary layoff.

Indefinite Layoff and Redeployment

18.26

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
4 but less than 5	10
5 but less than 10	12
10	16
11	17
12	18
13	19
14	20
15	21
16	22
17	23
18	24
19	25
20 or more	26

- 18.27 The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which written notice of layoff is delivered by registered mail to the employee's address on file with Human Resources, whichever is earlier.
- (a) if an employee is on a leave of absence pursuant to the Employment Standards Act, 2000, the notice period and entry into the redeployment pool will begin on the date the employee is scheduled to return to work from such leave;
 - (b) if an employee is on WSIB or LTD leave, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
 - (c) if an employee is on short term sick leave, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave.
- 18.28 An employee who is indefinitely laid off by a reduction of hours of 20% or more will enter the redeployment pool. Such employee shall have 2 weeks to determine if they wish to accept the reduced position. Thereafter, the employee may accept the reduction of hours at any time during their notice period, provided the position has not been offered to another employee.
- 18.29 An employee who receives notice of indefinite lay-off due to the elimination of their position will enter the redeployment pool.
- 18.30
- (a) To be considered for a posted position an employee in the redeployment pool must apply for the position and identify themselves as being in the redeployment pool.
 - (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.
 - (c) If the employee demonstrates the requisite skills, qualifications, ability and relevant experience to perform the work, the employee will be offered the position.
 - (d) If 2 or more employees from the redeployment pool are interviewed pursuant to (b) above, then the University will select the qualified candidate, if any, in accordance with Article 18.12(b).
- 18.31 An employee may elect to opt out of the redeployment pool, cease employment with the University, and receive severance pay at any time during the notice period as follows:
- (a) if the employee opts out of the redeployment pool within 30 days of receiving notice of layoff they will be entitled to receive Enhanced Severance Pay in accordance with Appendix F.
 - (b) if the employee opts out of the redeployment pool thereafter but prior to the end of their notice period they will be entitled to receive Regular Severance Pay in accordance with Appendix F.
- 18.32 An employee in the redeployment pool who accepts a term appointment in the bargaining unit will, at the end of the term appointment, have the option to:
- (a) return to the redeployment pool on an unpaid basis for the remainder of their original period of notice and/or redeployment period, or,
 - (b) cease employment with the University and receive Regular Severance Pay in accordance with Appendix F.

- 18.33 During the notice period an employee will remain enrolled in all premium-based benefit plan(s) in which they were enrolled on the date of notice of layoff.
- 18.34 An employee's name shall be removed from the redeployment pool in any of the following circumstances:
- (a) if the employee provides written instruction to the Human Resources Department to remove their name;
 - (b) if the employee obtains an alternate position with the University;
 - (c) notwithstanding Article 18.35, when the employee's redeployment period expires according to Article 18.26.
- 18.35 An employee will receive Regular Severance Pay in accordance with Appendix F and will cease employment with the University if the employee's notice period expires and they have not been successfully redeployed. However, they may defer their severance payment and:
- (a) if the employee has 1 year but less than 5 years of continuous service, retain the right to apply for posted positions pursuant to Article 18.29 for an additional 6 months following the end of the notice period; or,
 - (b) if the employee has 5 years or more of continuous service, retain the right to apply for posted positions pursuant to Article 18.29 for an additional 12 months following the end of the notice period.
- 18.36
- (a) The *Layoff* provisions of this Agreement do not apply to a term appointment that continues to its stated end date.
 - (b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with the *Employment Standards Act, 2000*. The employee will be placed in the redeployment pool for the duration of the notice period or until the original stated appointment end date, whichever is earlier. If the employee does not obtain alternate employment with the University during the applicable period, they shall be entitled to receive severance pay in accordance with the *Employment Standards Act, 2000*.

Redeployment Assistance

18.37

- (a) Redeployment assistance may be made available to employees in the redeployment pool. When an employee so requests, Human Resources will assist an employee who has been placed for redeployment pursuant to Article 18.29 to identify appropriate opportunities to facilitate the employee's transition into the position. "Appropriate opportunities" means practical familiarization and/or technical training available through Information Technology Services and/or Human Resources in the Employee Development Centre.
- (b) The University will provide a mechanism to allow Employees to access career development opportunities during the notice period.

Deemed Termination

18.38 An employee shall be deemed terminated, shall lose all seniority, and their name shall be removed from the seniority list if the employee:

- (a) quits their job or retires;
- (b) is discharged for cause and is not reinstated;
- (c) is absent from work for 3 consecutive working days without contacting their Manager to seek authorization for the absence, unless the failure to contact the Manager is due to extraordinary circumstances beyond the employee's control that prevent them from doing so;
- (d) fails to return to work at the end of an authorized leave of absence without contacting their Manager to seek an extension of the leave, unless the failure to contact the Manager is due to extraordinary circumstances beyond the employee's control that prevent them from doing so;
- (e) is in the redeployment pool and declines a placement offered in accordance with Article 18.29. Notwithstanding the foregoing, it is understood that an employee may decline a redeployment opportunity once while they are in the redeployment pool;
- (f) utilizes a leave of absence for purposes other than that/those for which the leave of absence was granted;
- (g) has a term appointment that ends on the original end date stated in the employee's letter of offer and the employee does not obtain another position in the bargaining unit within 6 months of that end date; or,
- (h) receives severance pay.

Any subsequent employment with the University thereafter shall be as a new, probationary employee.

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

- 20.01 The provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantee(s) as to the hours of work per day or per week or when employees commence or end regular hours of work.
- 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.
- 20.03 The work week for full-time employees is normally 35 hours consisting of 7 hours per day, or 37.5 hours consisting of 7.5 hours per day, or 40 hours consisting of 8 hours per day. The regular weekly hours will be stated in all job postings and in the employee's employment letter. The normal core hours of operation for most departments are 8:30 a.m. to 4:30 p.m., Monday to Friday.

Lunch and Break Periods

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

Schedule Changes

- 20.05
- (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide 10 business days' written notice except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so. The University may utilize this clause a maximum of 10 days per calendar year, per employee. The employee may agree, in writing, to the University utilizing this clause in excess of 10 days per calendar year for purposes such as attendance at conferences, seminars, and for training purposes.
 - (b) The Parties acknowledge that for certain positions normal hours of work may vary on a regular basis and will not be subject to (a) above.
- 20.06 If a new schedule is to be introduced on an ongoing basis the employee shall be provided with 30 business days' written notice. The employee may agree, in writing, to accept the schedule change sooner.
- 20.07 For clarity, a change on a "temporary basis" involves a change to an employee's regular hours per day or per week in which there is an anticipated end date to the change; a change on an "ongoing basis" involves a change to an employee's regular hours per day or per week in which there is no anticipated end date to the change.

Employee Requested Flexible Hours of Work

- 20.08 An employee may make a request to their Manager/designate for flexibility regarding individual hours of work. For example, such request may include flexible hours, a compressed lunch hour, or a compressed work week. It is understood that the design, approval and renewal, if any, of any requested flexible

working arrangement is subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory or made in bad faith. If any lieu time is accrued under a Flexible Hours of Work arrangement, such time will be taken at times mutually agreed to by the employee and the Department Head/designate within the calendar year in which the lieu time accrued.

- 20.09 It is understood that such arrangements may not be operationally suitable in some work units and/or for certain positions.
- 20.10 It is further understood that such arrangements will be cost neutral to the University and will not trigger overtime.

Call-Back

- 20.11 When an employee who has completed their normal work day has left the University premises, and is required by the Employer to return to work, they shall be entitled to call-back pay. An employee entitled to call-back pay will be paid at 1.5 times their regular hourly rate for actual hours worked or will be paid for 4 hours at their regular rate, whichever is greater.

Log-on/Telephone Consultation Pay

- 20.12 An employee who is required by the Employer to log-on from their home or from a remote location to the Employer's computer/electronic system or to engage in a telephone/electronic communication to conduct work outside of their regularly scheduled hours of work, for at least 15 minutes in duration, will be paid at 1.5 times their regular hourly rate for the actual time worked, with a minimum of 1 hour's pay.

On-Call

20.13

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

- 20.14 A department that requires an employee to be on-call will provide the employee with the appropriate communication device for contact purposes. The employee shall be required to carry the device at all times during their on-call assignment. An employee who is on-call is required to respond immediately if 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 contacted and they are able to resolve the issue on-line or by telephone, rather than reporting to work, they will be entitled to log-on/telephone consultation pay.

Additional Hours of Work and Overtime

- 20.16 The Parties recognize that the University's operations may require part-time employees to perform additional hours of work and/or for full-time employees to work overtime. To the extent feasible, additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work

and/or overtime, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work and/or the overtime assignment.

- 20.17 All overtime must be authorized in advance by the appropriate Department Head/designate. Casual and unauthorized time worked at the staff members' discretion is not eligible for overtime compensation. This includes time worked during lunch hours, coffee breaks or personal choice of early arrivals to, or late departures from, work.
- 20.18 The Department Head/designate will attempt to allocate additional hours of work and overtime worked on an equitable basis among readily available qualified employees who normally perform the required work.
- 20.19 It is understood that overtime will not apply unless or until the time worked is at least 15 minutes more than the employee's regular hours of work in a day.
- 20.20 Every effort should be made to avoid requiring employees to work overtime on a continuing basis. Overtime shall not be used as the "normal" operation of a Department.
- 20.21 Subject to Articles 20.23 and 20.24 below, compensation for authorized overtime shall be in the form of either:
- (a) Lieu Time:
 - (i) Subject to (ii), (iii), and (iv) below, overtime taken as lieu time shall be accumulated at the rate of 1.5 hours of lieu time for each hour of overtime worked;
 - (ii) for an employee whose schedule falls within the normal core work week of Monday to Friday overtime taken as lieu time shall be accumulated at the rate of 2.0 times for each hour of overtime worked on a Sunday;
 - (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, overtime taken as lieu time shall be accumulated at the rate of 2.0 times 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.
 - (iv) Time in lieu will be taken at times mutually agreed by the employee and Department Head/designate; or,
 - (b) Overtime Payment: If the employee and the Department Head/designate agree to overtime payment instead of lieu time, 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.
 - (c) The University will maintain an overtime bank for each employee, the accumulated total of which, at any given time, may not exceed twice the number of hours in an employee's regular work week.

Any additional overtime that exceeds this limit shall be paid, on the next applicable pay date, at the appropriate overtime rate.

20.22 Regular hourly rate shall be calculated as follows:

Normal Weekly Hours	Annual Hours	Hourly Rate
35	$35 \times 52 = 1820$	Annual salary \div 1820
37.5	$37.5 \times 52 = 1950$	Annual salary \div 1950
40	$40 \times 52 = 2080$	Annual salary \div 2080

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.
- (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.

20.24

- (a) For employees working less than full-time, including those on reduced periods of responsibility appointments, overtime compensation will only apply when the hours worked actually exceed 35, 37.5, or 40 hours, as applicable in a work week. The employee will be paid at their regular hourly rate up to and including the 35th, 37.5, or 40th hour as applicable, in a week and will be compensated at the overtime rate for work beyond 35, 37.5, or 40 hours, as applicable in a week.
- (b) However, if an employee who works less than full-time completes their regular 5-day work week and then works on the 6th or 7th consecutive work day, such work will be regarded as overtime and the employee will be compensated at the overtime rate in accordance with Article 20.21 above.

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

Shift Differential

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

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

Weekend Premium

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

20.29 There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.

20.30

- (a) Upon termination an employee will be paid for all unused time accumulated in their overtime bank, accrued but unused vacation time, accrued but unused travel credits and any other similar kinds of unused lieu time they have been authorized to accrue.
- (b) Except for time accrued in the employee's overtime lieu bank pursuant to Article 20.21 and their current year's vacation entitlement, upon promotion or a change of Department an employee will be paid for all:
 - (i) excess lieu time accrued for working overtime (*i.e.* lieu time accrued for working overtime prior to the ratification of this Collective Agreement);
 - (ii) accrued and unused vacation time;
 - (iii) accrued but unused travel credits; and,
 - (iv) any other kinds of unused lieu time they have been authorized to accrue.

ARTICLE 21 - PAID HOLIDAYS

21.01 Remembrance Day is not a paid holiday. However, an employee who wishes to attend one of Queen's Remembrance Day services during work hours will be allowed sufficient paid time to do so with the approval of their Manager/designate. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Remembrance Day service will be given sufficient time, up to a maximum of 4 hours, to do so, with the first hour as paid time; the employee must request leave from their Department Head/designate a minimum of 2 weeks in advance of November 11th.

21.02 Employees will not normally be scheduled to work on the following holidays:

New Year's Day*
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day*
Boxing Day*

(*pay for work on Christmas Day, Boxing Day and New Year's Day is addressed below under "Winter Closing").

21.03 Provided an employee has worked their full regularly scheduled shift immediately preceding and immediately following each of the above noted holidays, they will be paid holiday pay at their regular straight time hourly rate for all hours they would otherwise have normally been scheduled to work on the holiday. An employee shall not lose their entitlement to holiday pay if they are absent on one or both of the qualifying days referred to above due to *bona fide* illness or due to an approved paid leave.

- 21.04 If an employee is on an unpaid leave of absence when a paid holiday falls, the employee shall receive pay for the paid holiday in accordance with section 24(a) of the Employment Standards Act, 2000.
- 21.05 Should a holiday enumerated in Article 21.02 fall on an employee's regularly scheduled day off and so long as the employee worked their full regularly scheduled shift immediately preceding and immediately following the holiday, the employee will receive an alternate day off with pay on a date that is mutually agreed between the employee and their supervisor, which date must occur not later than 12 months following the holiday. An employee shall not lose the entitlement to an alternate day off with pay if the employee is absent on one or both of the qualifying days referred to in Article 21.01 due to an approved sick leave or any approved paid leave.
- 21.06 If an employee works on a paid holiday that would otherwise be a working day for the employee, at the employee's choice:
- (a) the employee will receive pay at 1.5 times their regular hourly rate for the hours worked on the paid holiday and another regular working day off with pay will be provided as a substitute for the holiday; or,
 - (b) the employee will receive their regular pay for the day and will receive premium pay at 1.5 times their regular hourly rate for actual hours worked on the paid holiday;
 - (c) An agreement under Paragraphs (a) or (b) must be made between the employee and their Manager/designate at the time the holiday work is scheduled.
- 21.07 If an employee works on a paid holiday that would **not** otherwise be a working day for the employee, at the employee's choice:
- (a) the employee will receive pay at their regular hourly rate for the hours worked on the paid holiday and substitute another regular working day off with pay; or,
 - (b) the employee will be paid for the day and receive premium pay at 1.5 times their regular hourly rate for actual hours worked on the paid holiday.
 - (c) An agreement under Paragraphs (a) or (b) must be made between the employee and their Manager/designate at the time the holiday work is scheduled.

Winter Closing

- 21.08 During the closure of normal operations during the Winter Closing period employees are entitled to time off between December 25th and January 1st inclusive, and will receive regular pay for those hours they would have otherwise been scheduled to work.
- 21.09 Should an employee be scheduled to work on any day during the Winter Closing closure that the employee would have normally worked if not for the closure, they will be paid in accordance with Article 21.06.
- 21.10 Should an employee be scheduled to work on any day during the Winter Closing that the employee would **not** have normally worked if not for the closure, they will be paid in accordance with Article 21.07.
- 21.11 When December 24th falls on a normal business day, regularly scheduled hours will cease at noon that day. However, if December 24th falls on a Monday, then it will be observed as part of the Winter Closing. If December 24th falls on a Saturday or Sunday, then regularly scheduled hours will be worked on the previous Friday.
- 21.12 If January 1st falls on a Thursday, Friday January 2nd will be observed as part of the Winter Closing.

- 21.13 With the exception of December 25th, December 26th, and January 1st, if any other observed holiday listed in Article 21.02 falls on a Saturday or Sunday, the University will designate an alternate day of observance.
- 21.14 If December 25th, December 26th, and January 1st fall on a Saturday or Sunday, the alternate day will be part of the Winter Closing, with the only exception being when January 1st falls on a Sunday, in which case it will be observed on Monday, January 2nd.
- 21.15 The actual dates of the Winter Closing (normal business days) will be determined by the University. In general, the dates of the Winter Closing will be in accordance with the day of the week upon which December 25th falls, according to the following guideline:

If December 25 th Is	The Normal Week Off Is
Sunday	December 26, 27, 28, 29, 30 and January 2
Monday	December 25, 26, 27, 28, 29 and January 1
Tuesday	December 24, 25, 26, 27, 28, 31 and January 1
Wednesday	December 25, 26, 27, 30, 31 and January 1
Thursday	December 25, 26, 29, 30, 31, January 1, and 2
Friday	December 25, 28, 29, 30, 31 and January 1
Saturday	December 27, 28, 29, 30, 31

- 21.16 An employee who holds a continuing term appointment is entitled to holiday pay pursuant to this Article 21 for those holiday(s) that fall within their working period. No compensation is provided for those holidays that fall within their non-working period.

ARTICLE 22 - VACATIONS

- 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 1st. Vacation entitlements 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:

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

22.03 The above table shall apply to full-time employees. However, continuing part-time employees, continuing term employees, part-time term employees or reduced responsibility employees shall have their vacation entitlement pro-rated.

22.04 Where a staff member has taken an unpaid leave of absence (not including pregnancy or parental leave) for a period or periods exceeding a total of 1 month in the 12-month period preceding January 1, vacation entitlement shall be pro-rated for the period or periods actually worked.

22.05 The Employer will endeavour to grant vacations at times requested by the employee. Where all requests cannot be granted, preference will be given in order of seniority. However, the Employer shall not be required to grant a vacation at a time which would adversely affect the operational requirements. Vacation requests must be submitted before the time designated by the appropriate Department Head/designate.

22.06 It is not the University's policy to pay employees in lieu of taking vacation time. Employees and Managers must make every effort to ensure that employees take full vacation entitlement within the year for which it was intended. Notwithstanding the foregoing, carryover of vacation to the following calendar year may occur if:

- (a) the Department Head/designate grants an employee's written request for carryover, to a maximum of 5 vacation days; or,
- (b) exceptional operational circumstances prevented the utilization of vacation days. However, in no circumstance can an employee utilize less than 10 of their vacation days, or the pro-rated equivalent for new employees, continuing part-time employees, continuing term employees or reduced responsibility employees, in a calendar year.

22.07 Vacation days that have been carried over into a subsequent calendar year must be utilized before that current year's vacation and must be utilized in the calendar year into which they were originally carried forward.

Interruption of Vacation

22.08

- (a) If a staff member's vacation is interrupted by a death for which they are entitled to Bereavement Leave then their entitlement to substitute Bereavement Leave for vacation shall be governed by Article 23.03.
- (b) If a staff member's vacation is interrupted by a serious illness or accident then their entitlement to substitute sick leave for vacation time shall be governed by Article 24.10.

ARTICLE 23 - LEAVES OF ABSENCE

23.01

- (a) A leave of absence will not operate to extend or otherwise alter the end date of a Term Appointment.
- (b) The University reserves the right to deny an employee's request to return early from a leave of absence if such return would result in the early termination of the term appointment held by an employee who was hired to cover the leave of absence.

Bereavement

23.02

- (i) Requests for Bereavement Leave submitted in accordance with this Article should be considered with proper sensitivity.
- (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.
- (iii) Upon request at the time of the bereavement, an employee may elect to set aside one or more days 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.

23.03 Where an employee's scheduled vacation is interrupted by a death that gives rise to an entitlement to Bereavement Leave under Article 23.02, and if, upon request, the employee can provide verification of the death, the employee shall be entitled to substitute Bereavement Leave days for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.

Compassionate Leave

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

Medical Appointments

23.05 A request for leave for a scheduled medical appointment (e.g. doctor's or dentist's appointments) must be made at least 2 business days prior to the appointment.

Elections

23.06 An employee who is a candidate in a Provincial, Federal, or Indigenous Band election will, on request to 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:

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

23.08 Election to a second term or appointment to a cabinet post requires that the employee resign from their position with the University.

23.09 If the employee is elected to a position that does not require time away from work, 23.08 shall not apply.

23.10 While there is no guarantee that an employee returning from this leave will be assigned to their former position, they will be returned to a similar or comparable position within their department, if available. If no such similar or comparable position exists within their department, they will be placed in the redeployment pool. The period of an employee's leave will be included in determining the employee's length of employment, length of service and seniority, but will not be included in determining whether the employee has completed their probationary period.

23.11 During the period of time that the employee is on leave as a result of being elected, vacation accrual will end effective the last day worked. Vacation accrual for the year in which the employee returns to work will be pro-rated to reflect the actual time worked during the accrual period in that year.

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, 2000, 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 <u>Employment Standards Act, 2000</u> entitlements to Pregnancy Leave and</p> <p>ii) Parental Leave with Top-up Benefits constitutes Parental Leave for the purposes of the <u>Employment Standards Act, 2000</u> entitlements to Parental Leave.</p>
(b) Definitions:	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>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.
(e) Top-up Benefits	<p>Pregnancy Leave with Top-up Benefits is a financial allowance from the University as follows:</p> <p>(i) Week 1:</p> <p>A payment equivalent to 100% of the employee's normal basic</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</p>

	<p>earnings for the first week of the Pregnancy Leave.</p> <p>(ii) Weeks 2 to 10:</p> <p>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:</p> <p>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>period of 1 week (i) a) below will apply. If not, then (i) b) below will apply.</p> <p>(i) Week 1:</p> <p>a) A payment equivalent to 100% of the employee's normal basic earnings for the first week of the Parental Leave; or</p> <p>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:</p> <p>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>
(f) Applying for Pregnancy and/or Parental Leave Top-up Benefits	Pregnancy Leave with Top-up Benefits may be initiated by the employee at any time within 12 weeks of the expected delivery date.	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.
(g) Benefits	During the period of Pregnancy Leave with Top-up Benefits, the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if the employee so chooses. 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.	During the period of Parental Leave with Top-up Benefits, the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if the employee so chooses. 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.

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.

Family Medical Leave

- 23.18 An employee may take a leave of absence, without pay, to provide care or support to a seriously ill family member pursuant to the entitlement provided by and requirements of the [Employment Standards Act, 2000](#). Such leave shall be arranged with the employee's Department Head/designate.

General Leave Without Pay

- 23.19 The Employer may approve an employee's request for a leave of absence without pay and without loss of seniority for up to 1 year.
- 23.20 The employee's request must be submitted in a reasonable amount of time in advance of the proposed commencement of the requested leave; reasonableness will be a function of the proposed length of the leave, the timing of the leave, and the operational requirements of the Unit.
- 23.21 Requests for unpaid leave must be submitted in writing to the employee's Manager and must indicate the date the leave is to commence, the duration of the leave, the return date, and the reason for the request.
- 23.22 The Manager will provide the Employer's written response to the employee within 10 business days after the request is submitted. In making its decision the Employer will consider, among other factors, the Unit's operational needs and the merits of the request. The Employer may require the employee to utilize accrued vacation and/or lieu time prior to approving a request for an unpaid leave. The administrative level at which approval for a leave request must be decided will depend on the operational impact of the proposed leave.
- 23.23 An employee who takes an unpaid leave of absence for a period exceeding 1 month will not accrue service during the leave. However, the employee's seniority date will be maintained. Annual vacation entitlement in the year the unpaid leave is taken shall be pro-rated based on time actually worked.

- 23.24 The employee must contact the Client Services Unit of Human Resources to discuss arrangements for continued participation in staff benefit plans. The full cost for maintaining available coverage under such plans is entirely the responsibility of the employee.

Jury or Witness Duty

- 23.25 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify their Manager.
- 23.26 An employee will be granted leave for working time actually lost because of jury duty and for time spent in attendance under subpoena in a court proceeding in which the University is a party, provided that the employee provides their Manager with a written statement from an authorized public official or the counsel of the party on whose behalf they have been subpoenaed, certifying the required date and time of their court attendance. For an employee who is granted leave under this Article 23.26 their normal working hours shall be deemed to be 8:30 a.m. – 4:30 p.m.
- 23.27 An employee who has been granted such leave will continue to be paid during their attendance for jury duty or under subpoena, as applicable, provided that they submit written confirmation of the date(s) and time(s) on which they appeared and/or served, by an authorized public official or the counsel of the party on whose behalf they have been subpoenaed.
- 23.28 The employee will sign over to the University the payment received for jury or witness duty, excluding payment for days that are not part of the employee's normally scheduled work week, traveling, meals or other out of pocket expenses. The employee will provide the proof of the amount of pay received to their Manager.
- 23.29 An employee who is called for jury duty or subpoenaed for attendance at court and who is temporarily excused from such duty or attendance must report to work if 3 or more hours remain to be worked in their workday.
- 23.30 If the University subpoenas the employee as a witness, all time spent in witness preparation with the University's counsel and all time spent in attendance under subpoena will be considered time worked.

Moving

- 23.31 The Department Head/designate may grant up to 1 day of leave of absence with pay per calendar year to an employee who is moving from one residence to another in the local area.

Reservist Leave

- 23.32 An employee who is a military reservist is entitled to take a leave of absence without pay if they are deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).
- 23.33 In order to be eligible to commence a reservist leave, the employee must have been employed by the University for at least 6 consecutive months.
- 23.34 Subject to the University's right to postpone reinstatement in accordance with the [Employment Standards Act, 2000](#), an employee on a reservist leave is entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. The period of an employee's reservist leave will be included in determining the employee's length of employment, length of service and seniority, but will not be included in determining whether the employee has completed their probationary period.

Voting Day

- 23.35 Each employee who is a Canadian citizen (including Indigenous/Aboriginal Peoples 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, Municipal, or Indigenous Band election.
- 23.36 If an employee's hours of work do not allow for 3 consecutive hours away from work during the polling hours they will be granted sufficient time off with pay, at a time to be determined by their Manager, to meet the requirement in Article 23.35.

Domestic or Sexual Violence Leave

- 23.37 Employees are entitled to a Domestic or Sexual Violence Leave pursuant to the [Employment Standards Act, 2000](#).
- 23.38 In circumstances where the University is aware or ought reasonably to be aware that domestic violence may occur in the workplace, the University is bound by the Ontario [Occupational Health and Safety Act](#) to take reasonable precautions to protect employees from physical violence. Each case will be assessed on an individual basis, and with the participation of the employee, where possible.
- 23.39 The employee will be entitled to be accompanied by a USW Staff Representative or Union Representative at any meeting held to discuss reasonable precautions within the workplace. The University will inform the employee of the right to be accompanied by a USW Staff Representative or Union Representative prior to the start of any such meeting.

ARTICLE 24 - SICK LEAVE

- 24.01 Employees covered by this Collective Agreement who have completed their first three months of employment are covered by the University's [Sick Leave Plan](#), which provides leave with regular pay for any *bona fide* absence due to illness or injury.
- 24.02 Pursuant to the University's [Sick Leave Plan](#) and the University's [administrative guidelines](#), employees who are unable to carry out their assigned duties because of illness or injury are entitled to sick leave with pay for up to 6 months or until the end of their appointment, whichever comes first. The University will not change this entitlement during the term of this Agreement without the Union's agreement. The [administrative guidelines](#) will be posted on the Human Resources website.
- 24.03 Employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences, if any, through attendance management. With respect to probationary employees paid time off for incidental absences during the first three months of employment shall not exceed a total of 3 working days.
- 24.04 An employee who has received notice of layoff and who falls sick prior to the effective date of such layoff will be paid only up to such day of layoff. If a person is sick at the time of recall from layoff, sick leave will only be paid if the illness is the same continuing one that existed at the time of the layoff.
- 24.05 Sick Leave is defined as absence from work and performance of regular duties because of the employee's *bona fide* illness, injury, or quarantine through exposure to contagious disease.
- 24.06 An employee may, with prior warning, be required to provide a physician's note confirming that the employee is medically unable to carry out normal duties due to illness. It is understood that a dentist will be considered a physician for the provisions of this Article. The Employer will reimburse the employee for the cost of the required physician's note up to a maximum of \$25.00 per note.

- 24.07 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.
- 24.08 Employees are expected to notify their Manager/designate and the Return to Work Specialist as early as possible of their expected date of return to work.
- 24.09 Employees may be required to provide the Employer with a physician's certificate that the employee has been in the care of a physician and:
- (a) that the employee is able to return to work on a full-time basis without restrictions; or,
 - (b) that the employee is able to return to work, with the nature and duration of any work restrictions described.
- The Employer will reimburse the employee for the cost of the required physician's certificate up to a maximum of \$50.00 per certificate.
- 24.10 If, during an employee's vacation, they have a serious illness or accident requiring hospitalization or confinement to bed for a period of 5 days or more, and which is verified by medical documentation, then sick leave days may be substituted for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.

Accommodation and Return to Work

- 24.11 The Employer recognizes the importance of early and safe return to work and the accommodation of employees with disabilities. In accordance with the Ontario Human Rights Code the Parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate employees in accordance with the Ontario Human Rights Code. The Union and the employees will fully cooperate in the arrangement of such accommodation.
- 24.12 In fulfilling its duty to accommodate, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.
- 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 Representative or other appropriate USW Staff 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.
- 24.14 A Union Representative or other appropriate representative will not suffer a loss of pay when meeting with the University regarding accommodation and/or return to work issues.

ARTICLE 25 - EMPLOYEE FILES

- 25.01 Personnel files are the property of the University. Except as otherwise permitted/required by this Agreement, documents contained in personnel files will not be removed or destroyed while the employee remains employed with the University.

- 25.02 There shall be only 1 official personnel file kept for each employee, which shall be maintained under the care and control of the Human Resources Department. When the University is considering disciplinary action, the employee's prior disciplinary record can only be assessed based on the information contained in the employee's official personnel file.
- 25.03 The University recognizes the rights of an individual to their privacy. Information about the employment and performance of University employees is considered to be confidential and will not be released to a third party unless the employee has provided a written authorization for the release of specific information or unless required by law.
- 25.04 Access to the official personnel file is restricted to the auditors and Human Resources Staff. Only a Manager/designate may see one of their employee's files; if such Manager/designate has an operational need to see one of their employee's files, the Manager/designate will be shown the relevant information by an authorized member of the Human Resources Department. The Manager/designate shall not be entitled to access any medical records regarding an employee.
- 25.05 An employee shall have the right, within 5 days after submitting a written request to Human Resources therefor, to examine their official personnel file during normal business hours, in the presence of a representative from the Human Resources Department.

ARTICLE 26 - HUMANITY FUND

- 26.01 The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.
- 26.02 The University agrees to deduct on a monthly basis, prior to the fifteenth day of the month following the deduction, the amount of \$0.03 per hour from the wages of employees in the bargaining unit for all compensated hours, to pay the amount so deducted to the Humanity Fund and to forward such payment either by electronic bank transfer or to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.
- 26.03 It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee or may be added at any time following the receipt by the Employer and the Local Union of that employee's written statement of their desire to discontinue or begin such deductions from their pay.
- 26.04 The Employer agrees to report the amount of the employee contribution on the employee's annual T4 as a charitable contribution.

ARTICLE 27 - COMMITTEES

- 27.01 The University will recognize USW Local 2010 on University committees where Union Representatives are allowed to participate.

ARTICLE 28 - BULLETIN BOARDS/SPACE AND SERVICES

- 28.01 USW shall be permitted the use of Departmental bulletin boards for the posting of notices concerning meetings of the Union and other Union business. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. All material posted or distributed must comply with the University's Signage Policy.

- 28.02 The University will provide USW with office space on the same cost basis that it provides office space to other bargaining agents that represent Queen's staff.
- 28.03 USW Local 2010 may use internal services, including telephones, campus mail and meeting room space, on the same terms and conditions as specified by the Employer's policies and protocols for internal users.

ARTICLE 29 - CORRESPONDENCE AND INFORMATION, AND COPIES OF THE AGREEMENT

- 29.01 Wherever gender is used in this Agreement, it is understood that all bargaining unit members, regardless of how they self-identify, are included in such reference.
- 29.02 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.
- 29.03 The University will provide 3 copies of this Agreement with original signatures to the Union within 90 calendar days of its ratification by both parties. This Agreement will be posted to the University's Human Resources website. In addition, the University will make copies of the Agreement available to each newly hired employee upon the commencement of their initial appointment/work assignment; the Agreement will be made available in electronic format, unless a printed copy is requested by an employee.
- 29.04 It is each employee's responsibility to notify the University in writing of any change in the employee's mailing address. The University shall be entitled to rely upon the last address furnished by the employee for all purposes.
- 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, Employee/Labour Relations or their designate, and the Local Union President or their designate.

ARTICLE 30 – JOB RE-EVALUATION AND DISPUTE RESOLUTION

Exclusions from the Bargaining Unit due to Job Re-evaluation

- 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
- (a) 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.
 - (b) 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 31 – PAY EQUITY PLAN AND MAINTENANCE

- 31.01 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 32 - COMPENSATION

Assignment of Pay Grades

32.01 Positions will be evaluated or re-evaluated by Human Resources and the results will be used to determine the appropriate pay grade.

32.02 The Salary Grid applicable to employees in the bargaining unit represents full-time equivalent salaries for a regular 35-hour work week. Salaries will be pro-rated for part-time appointments and will be adjusted proportionately for employees who have a regular work week of 37.5 hours or 40 hours.

Initial Appointment

32.03 The starting wage on initial appointment of a new employee will be not less than Step 1 of the applicable pay grade. To recognize previous relevant experience Human Resources may set a new employee's starting salary up to the maximum Step of the applicable Grade on the Salary Grid.

Over-Maximum

32.04 An employee whose salary is above the highest Step in their pay grade will be administered as over-maximum. Such employee will not be eligible for any salary increases until the maximum salary in the pay grade exceeds the employee's salary. In any case, any salary increase shall be limited such that the employee's salary does not exceed the maximum salary in the employee's pay grade.

Market Adjustment

32.05

- (a) In the event that the University determines that anomalous market circumstance(s) exist such that it is experiencing difficulty in attracting and/or retaining employees in a specific job or that a particular skill set is in demand, it may conduct a market analysis and may adjust an employee's base salary by adding a market adjustment factor consistent with market conditions.
- (b) In the event that the market condition(s) change, with the effect that continuing the adjustment is no longer warranted, the University may adjust down or discontinue the payment of the market adjustment factor, upon providing 30 days' notice to the Union and to any employee in receipt of the adjustment.

Promotions

32.06

- (a) An employee will receive a promotional increase when there is a substantive change in job status under one of the following conditions:
 - (i) the employee obtains a position in a higher pay grade; or
 - (ii) the employee's current position is re-evaluated to a higher pay grade.
- (b) Employees promoted to a higher pay grade shall be placed at a Step in the new pay grade that is the greater of:
 - (i) Step 1 of the new pay grade; or
 - (ii) 5% per pay grade increase above the employee's previous salary. If an increase results in a salary that falls between Steps in the pay grade, the employee's salary will be set at

the next Step up in the pay grade, but in any case, shall not exceed the maximum of the new pay grade.

- (iii) At its discretion the Employer may place the employee at a higher Step in the new pay grade.

Lateral Transfers

- (c) Wage increases will not be granted when an employee obtains another position in the same pay grade, or, when an employee's current position is re-evaluated without a change in pay grade.

Reductions

32.07

Job Competition

- (a) When an employee applies for and is the successful candidate for a position at a lower pay grade, their salary will be reduced by 5% per grade reduction but in any case, shall not exceed the maximum salary of the new pay grade. An employee who has received notice of redeployment and who is the successful candidate for a position shall retain their current salary for the duration of their notice period, notwithstanding that they may commence the new position prior to the end of their notice period.
- (b) If the adjustment in (a) results in a salary that falls between Steps in the new pay grade, the employee's salary will be set at the next Step up in the pay grade, but in any case, shall not exceed the maximum salary of the new pay grade.
- (c) In no case will the employee's salary be less than the Step 1 salary in the new pay grade.

Job Re-Evaluation

- (d) An employee's salary will not be reduced if a modification of their duties results in a re-evaluation of their position to a lower pay grade.
- (e) If the employee's salary prior to re-evaluation is above the maximum rate in the new pay grade, their salary will remain unchanged until the maximum pay rate in the new pay grade exceeds the employee's salary.

Reduced Responsibilities

- (f) If an employee voluntarily accepts reduced responsibilities that result in their position being placed in a lower pay grade, their salary will be reduced by 5% per grade reduction but in any case, shall not exceed the maximum salary of the new pay grade.
- (g) If the adjustment in (f) results in a salary that falls between Steps in the new pay grade, the employee's salary will be set at the next Step up in the pay grade.

Acting Pay

32.08

- (a) Acting Pay is provided to an employee who is temporarily assigned a significant part of the duties of a higher graded position for a period of 6 weeks or more.
- (b) A graded job description is required to determine the amount of Acting Pay the employee will receive. The amount of Acting Pay will be determined based on the pay grade of the Acting position in accordance with 32.06.
- (c) When the temporary assignment of additional duties ends the employee's salary will be re-set to its former level, with any adjustments that would have otherwise taken place in the interim.

- (d) The assignment of additional duties shall normally be for a period of less than 12 months but may be extended beyond that period with the agreement of the Parties.

Wages

32.09 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.

32.10 Effective July 1, 2023:

- (a) A scale increase of 1% will be applied to the maxima and minima salaries and to each salary referenced at each step on 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.

32.11 Effective July 1, 2024:

- (a) A scale increase of 1% will be applied to the maxima and minima salaries and to each salary referenced at each step on 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 33 - BENEFITS

33.01 The University shall continue to make available to the employees the plans as outlined below. These plans shall be administered in accordance with the policies and procedures established by the University and/or the Insurer. Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union.

33.02 Long Term Disability Income Plan (premiums are 100% paid by the employee)

- (a) Employees hired by the University will be required to enrol in the Long Term Disability Insurance Plan (LTD). 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 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.

33.03 Group Life Insurance (premiums are 55% paid by the University and 45% paid by the employee).

33.04 Queen's Supplementary Medical Plan (premiums are 100% paid by the University)

33.05 **Dental Plan** (premiums are 100% paid by the University)

ARTICLE 34 - NEW TECHNOLOGY

34.01 The University agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training if such training is needed to perform the employee's duties in the current position.

ARTICLE 35 - TERM OF AGREEMENT

35.01 This Agreement shall be effective from January 1, 2022 and shall continue in effect up to and including December 31, 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.

35.02 If notice of intention to amend the Agreement is given by either Party pursuant to the provisions of Article 35.01, such negotiations shall commence within 15 days thereafter or such other date as the Parties may mutually agree.

35.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on January 1, 2022, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

APPENDIX A: TUITION SUPPORT PLAN

Eligibility:

A spouse and any dependent children of the following individuals are eligible for tuition support payments through this plan:

An employee must have been continuously employed for at least one year and currently hold a continuing, continuing term or term appointment of at least one year's duration.

Plan:

1. The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below). The maximum allowance under this plan is \$3,000 per academic year, per student. In the case of students not taking a full course load; the allowance will be prorated based on the student's percent course load in comparison with a full-time course load at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of \$3,000).
2. To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.
3. Allowances will be made in two installments. An initial installment will be made in the fall term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$2,000 per claimant. A second and final installment will be made in the winter term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$1,000 per claimant. Students will be required to provide proof of continuing academic standing at their institution.
4. Applicants who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first installment (to a maximum of \$2,000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of \$1,000). These applications should be submitted manually by contacting Human Resources directly.
5. Claimants will provide any and all documentation as required to administer this plan.
6. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child/spouse will be reimbursed by the University.
7. Term dates are as follows: fall term, September through December, winter term, January through April. Courses taken May through August are claimed and paid in combination with the fall term reimbursement. This plan will be administered by the University Registrar and all documentation must be received by that department between September 1 and October 31 for the fall term and between January 1 and February 28 for the winter term.
8. This is a taxable benefit.
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.
10. These funds will be available on July 1 of each year of this Agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Child Care Benefit Plan (Appendix D) as requested by the Union no later than April 15th. Should the eligible

claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims.

11. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.
12. The Union will be responsible for administering the Appeal Process.

Definitions:

1. Dependent children: natural, step, common law or adopted children under the age of 25 prior to September 1st in the year of application will be eligible to apply for fall and winter reimbursement. Dependent children: natural, step, common law or adopted children under the age of 25 prior to May 1st in the given year of application will be eligible to apply for spring/summer reimbursement to be paid in combination with the fall applications.

2. Spouse: a legal spouse, or common law spouse or partner.

3. Recognized university or college is an institution that: In Canada is a member of, or eligible for membership in, Universities Canada (formerly AUCC) or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where:

i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or

ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the Office of the University Registrar.

4. Full course load: is 100% course load.

5. Prorated allowance (course load): Is payment made for students with a course load of less than 100%; the payment will be prorated based on the student's course load in comparison with a 100% course load at the attending institution.

6. Prorated allowance (employees who work less than full-time): Payment is prorated to reflect the same percentage as time worked (e.g. 80% time appointment = 80% of allowance).

7. Prorated allowance (available funds): Payment is prorated among the number of claimants and available funds.

8. Fall Term: This period covers May through December; courses taken during this period are combined and the maximum allowance for this period shall not exceed \$2,000 per student.

APPENDIX B: TUITION ASSISTANCE PROGRAM

The Tuition Assistance Program supports Queen's commitment to the development of employee skills and abilities. Departments are asked to endorse employees who wish to enrol in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

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

Educational Development Fund (Queen's credit courses)

Eligibility

Eligible employees are entitled to have the payment of tuition fees for Queen's credit courses waived at the time of registration. Employees with appointments of 40% or more will be eligible for tuition payment waiver after one year of continuous employment at Queen's University.

Eligibility for tuition payment waiver will be confirmed by Human Resources at the time of course registration and is based on the employee's employment status during the course offering.

Access

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be pro-rated to correspond with an employee's terms of appointment.

- For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full-credit undergraduate Arts & Science courses.

Fees for graduate degree programs are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for an eligible employee enrolled part-time in a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to five years of continuous registration for a master's degree program and seven years of continuous registration for a doctoral degree program.

Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the Department Head, employees may have a maximum of three hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the Department Head. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the

examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students) times the percentage of the employee's appointment. When an employee accesses the Educational Development Fund, their record in the tuition assistance tracking system will be reduced until it reaches a zero balance.

Once an employee's record reaches zero, they will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their record in the tracking system will be reduced by the course fee, in line with the University's drop policy. If an employee fails a course, the full tuition fee will be deducted from their record. The employee will not be required to pay any course fees for dropped or failed courses unless their record in the tracking system is at zero.

Records in the tuition assistance tracking system will be refreshed each September.

An employee may not transfer or carry forward any unused amounts in their record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrolment

In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver Form each term. This can be obtained from the Organizational Development and Learning Unit in Human Resources. Forward the signed Tuition Fee Waiver form to the Fee Payment section of the Office of the University Registrar.

Note: Each employee will be required to pay their tuition fee if a completed Tuition Fee Waiver form is not on file in the Office of the University Registrar.

The same application/registration procedure is required of employees as for any other student.

Employees are directed to contact the appropriate Faculty Office or the Office of the University Registrar with any questions.

Exclusions

Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are not covered under this Appendix. The payment of any of these fees is the responsibility of the employee.

Employees enrolled in undergraduate and/or graduate courses will be assessed activity fees by the respective student governments (Alma Mater Society, Society of Graduate & Professional Students). Opting out/payment of these fees is the responsibility of the employee. These fees are not covered under this Appendix.

Other

All admission and registration requirements are the same as those for regular students. In addition, employees are subject to the same academic and fee assessment criteria as outlined in the Faculty calendars.

Questions regarding the Educational Development Fund should be directed to the [Organizational Development and Learning Unit in Human Resources](#).

Professional Development Fund

Eligibility

All eligible employees, as previously defined under the 'Educational Development Fund,' are entitled to reimbursement of their tuition fees (to a maximum of \$400 per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending employees to such programs may pay these fees from their departmental budgets.

Access

Eligible employees will be reimbursed external tuition fees to a maximum of \$400 in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee. Release time from work to attend classes requires the written approval of the Department Head. Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

Reimbursement

To receive reimbursement, eligible employees will advise the Learning and Development Specialist of their course selections, and submit copies of their registration forms accompanied by original receipts.

- The Learning and Development Specialist will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.
- Auditing, material, student interest and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.
- Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Learning and Development Specialist to obtain reimbursement of the tuition fees.
- Tuition fees will only be reimbursed in the year in which the fees were incurred. This means that reimbursement is not retroactive.

APPENDIX C: SELF-FUNDED LEAVE

Queen's has established a plan which enables employees to self-fund a leave of absence. Employees holding a continuing appointment are eligible to enrol in this plan.

The precise terms and conditions governing the plan are set out in a formal agreement which the employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this Appendix or in the formal agreement with the employee, conflicts with the *Income Tax Act* or any other legislation, that legislation shall take precedence.

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 or this Collective Agreement.

Procedures

1. Initial approval to participate in the Self-Funded Leave Plan must be given by the employee's department, and final approval given by the appropriate Dean or Vice-Principal. Denial at either stage shall not be considered a violation of the agreement. However, approval will not be unreasonably denied.
2. Under this plan, a part of an employee's salary entitlement for a specified period would not be paid to the employee, but would be put in to an interest bearing trust fund. At the end of the specified period, the employee would go on leave of absence and be paid in monthly instalments the amount set aside in the interest bearing trust. For example, under this plan, an employee may work full-time for three years, but receive (and pay tax on) only 75% of their normal salary. The remaining 25% would be held in an interest bearing trust for the employee. In year four, the employee would go on leave of absence and receive the amounts which had been set aside in the previous years. (The 75%/25% are used to illustrate how the program works.) The employee has many options for the deferred amount and the length of the leave.

The tax advantage to this program is that the employee may earn income in one year but not pay tax on that income until a subsequent year. Also, by receiving 75% of full time salary for four years instead of 100% salary for three years, the employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

3. Deferral of salary may not exceed 33% of earned salary. The employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the employee. Interest, based on the Bank of Montreal Savings Account rate, will be paid to the employee in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the employee's personal tax return each year even though they have not received payment. The amount of interest earned will be reported to the employee on a T5 form each year.
4. The leave must be at least six months and no longer than a year. The leave must start within six years of the date of the first deferral.
5. The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing the leave of absence the employee must return to the University for a period equal to or greater than the duration of the leave.
6. Leaves must be taken at the end of the deferral period. The employee may not, for example, take a leave in year two and then pay the University back over the next three years.

7. During the leave, the individual may not be employed by the University in any capacity even if that employment is casual and unrelated to their normal duties.
8. During the years that an employee is participating in the self-funded leave plan, C.P.P. must be based on actual earnings and E.I. on non-actual earnings. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the employee. An employee may also have the choice of contributing to the Revised Pension Plan, based on their nominal or actual salary for the full term of the program (if allowed by Canada Revenue Agency), with continued University support. Arrangements must be made before the leave for an employee to pay their share of the premiums for their chosen benefit coverage.
9. It is expected that an employee will continue to be committed to their plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an employee may withdraw from the plan prior to taking their leave of absence provided that they notify the Department Head and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the employee upon withdrawal. Withdrawal from the plan does not prevent the employee from entering a new plan at a later date.

Other Matters

1. On return from leave, an employee shall be assigned to the same position, or an alternative position mutually agreeable to the employee and the University at the same level as that held prior to going on leave. An employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the employee to their former position or an alternate position after the completion of their leave.
2. An employee participating in the plan shall be eligible upon return from leave for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but credit will continue to accrue during the time spent on leave. If an employee becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking their leave they may opt out of the plan, continue with the plan, remain in the plan but stop contributions while on pregnancy leave and experience a smaller accumulation amount in their account, or they may extend the deferral period.
4. Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate.
5. An employee shall assume the responsibility of making themselves aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last 5 years before retirement should take care to look into the implications of doing so.
6. Participation in the plan shall not enlarge or establish any rights to employment with the University which the employee did not formerly possess.
7. The University intends to maintain the plan in force indefinitely, but nevertheless reserves the right to amend, or discontinue the plan in whole or in part, at any time or times. However, no amendment to the plan initiated by the University shall operate to reduce the benefits accruing to employees who are enrolled in the plan at the time of amendment.
8. This plan is administered by the Human Resources Department. Questions regarding this policy should be addressed to Human Resources.

APPENDIX D: CHILD CARE BENEFIT PLAN**Eligibility:**

An employee who has dependent children under the age of seven, is eligible for reimbursement under the child care benefit plan.

An employee must have been continuously employed for at least one year and currently hold a continuing, continuing term or term appointment of at least one year's duration.

Plan:

1. Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
2. The maximum half day reimbursement will be \$10.00 per day. A half day is defined as a minimum of four hours and less than six hours or where the parent is being charged a half-day rate by the child care facility.
3. The maximum full day reimbursement will be \$20.00 per day. A full day rate is defined as a minimum of six hours or where the parent is being charged a full day rate by the child care facility.
4. If a monthly rate was paid, maximum reimbursement for half day attendance will be \$220 or full day attendance will be \$440.
5. Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the *Child Care Expenses Deduction*.
6. Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual or emergency care.
7. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
8. The plan maximum of \$2,000 per child will be provided only once per calendar year. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than full-time (e.g. 80% time appointment, 80% of \$2,000). There is no carry-over provision if the \$2,000 is not used per year.
9. Eligible dependent children are natural, step, common-law or adopted children under the age of seven.
10. This is a taxable benefit.
11. This program will include before and/or after school programs, school professional activity days and summer camps as defined under Appendix E.
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. These funds will be available on July 1 of each year of this agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Tuition Support

Plan as requested by the Union no later than April 15th. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims.

13. The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.
14. The Union will be responsible for administering the Appeal Process.

APPENDIX E: CHILD CARE BENEFIT PLAN: BEFORE AND/OR AFTER SCHOOL PROGRAMS, SCHOOL PROFESSIONAL ACTIVITY DAYS, OR SUMMER CAMPS.

Eligibility:

An employee as defined under "Eligibility" in Appendix D Child Care Benefit Plan, who has dependent children under the age of eleven, in before and/or after school programs, school professional activity days, or summer camp is eligible for reimbursement under this Appendix.

Plan:

1. Claims paid under this Appendix are funded from the Child Care Benefit Plan Fund as described in Appendix D.
2. Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are to be submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
3. The daily maximum reimbursement for before, after or both before and after school programs will be \$5.00.
4. If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.
5. The daily maximum reimbursement for professional activity days will be \$5.00.
6. The daily maximum reimbursement for summer camp will be \$5.00.
7. Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the *Child Care Expenses Deduction*.
8. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
9. Claims made under both Appendix D and Appendix E for the same child will have a combined maximum of \$2,000 per child. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than fulltime (e.g. 80% time appointment, 80% of \$2,000). There is no carry-over provision if the \$2,000 is not used per year.
10. Eligible dependent children are natural, step, common-law or adopted children under the age of eleven.
11. This is a taxable benefit.
12. The Union will be responsible for administering the Appeal Process.

APPENDIX F: SEVERANCE PAY

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

APPENDIX G: SALARY GRIDS

UNITED STEELWORKERS LOCAL 2010 SALARY GRID - GRADES 2 TO 9
EFFECTIVE JULY 1, 2022

35 hours per week

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
002	35,637	36,592	37,569	38,576					
003	39,703	40,763	41,852	42,972					
004	41,808	42,960	44,140	45,348	46,594	47,869			
005	43,725	44,981	46,274	47,604	48,973	50,381	51,829	53,318	
006	49,581	51,007	52,474	53,982	55,535	57,132	58,774	60,464	
007	56,227	57,843	59,505	61,215	62,975	64,784	66,646	68,560	
008	63,762	65,594	67,479	69,418	71,413	73,465	75,576	77,750	
009	71,056	72,998	74,994	77,044	79,151	81,315	83,538	85,822	88,168

UNITED STEELWORKERS LOCAL 2010 SALARY GRID - GRADES 2 TO 9
EFFECTIVE JULY 1, 2023

35 hours per week

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
002	35,993	36,958	37,945	38,962					
003	40,100	41,171	42,271	43,402					
004	42,226	43,390	44,581	45,801	47,060	48,348			
005	44,162	45,431	46,737	48,080	49,463	50,885	52,347	53,851	
006	50,077	51,517	52,999	54,522	56,090	57,703	59,362	61,069	
007	56,789	58,421	60,100	61,827	63,605	65,432	67,312	69,246	
008	64,400	66,250	68,154	70,112	72,127	74,200	76,332	78,528	
009	71,767	73,728	75,744	77,814	79,943	82,128	84,373	86,680	89,050

UNITED STEELWORKERS LOCAL 2010 SALARY GRID - GRADES 2 TO 9
EFFECTIVE JULY 1, 2024

35 hours per week

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
002	36,353	37,328	38,324	39,352					
003	40,501	41,583	42,694	43,836					
004	42,648	43,824	45,027	46,259	47,531	48,831			
005	44,604	45,885	47,204	48,561	49,958	51,394	52,870	54,390	
006	50,578	52,032	53,529	55,067	56,651	58,280	59,956	61,680	
007	57,357	59,005	60,701	62,445	64,241	66,086	67,985	69,938	
008	65,044	66,913	68,836	70,813	72,848	74,942	77,095	79,313	
009	72,485	74,465	76,501	78,592	80,742	82,949	85,217	87,547	89,941

APPENDIX H: 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, Human Resources 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 subfactor of the job class (if applicable) and any change in resulting pay 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 Representative at such a meeting. It is the employee's responsibility to schedule the attendance of the Union 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, Human Resources 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 subfactors that may have been impacted;
 - The effective date of the changes;
 - Examples in support of the changes.

Human Resources will schedule a meeting of the Parties within 10 business days of receipt of the submission. Human Resources 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 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 subfactor and any change in resulting pay grade placement. If an employee disagrees with their subfactor 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.

Human Resources 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 Human Resources.

The outcome of the ADR resolution will be communicated to the Union and Human Resources and will include notifying the incumbent and the Manager of any change to levels assigned in each subfactor. 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.

In witness whereof the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives

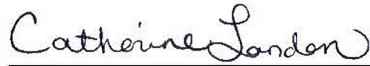
For United Steelworkers and its Local 2010



Kelly J. Orser
Co-Chief Spokesperson and President



Briana Broderick, Co-Chief Spokesperson
and Vice-President



Catherine Landon



Connie Boisvert



Richard LeBlanc (Sep 26, 2023 15:52 EDT)

Richard LeBlanc



Tina McKenna



Sarah Indigo Bunting

For Queen's University



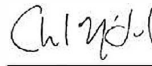
Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby
Chief Spokesperson



Carla Ferreira Rodrigues (Sep 26, 2023 15:49 EDT)

Carla Ferreira Rodrigues



Chad McLeod



Christa Camirand (Sep 28, 2023 08:35 EDT)

Christa Camirand



Chris Clare



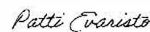
Dave Mignault (Sep 26, 2023 13:01 EDT)

Dave Mignault



Kelly Rathwell (Sep 26, 2023 10:01 EDT)

Kelly Rathwell



Patti Castro Evaristo



Sandra Valente Roscher

Dated at Kingston, Ontario this 6th day of Oct. 2023

This Agreement 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 facsimile transmission or electronic mail, and such form of execution and delivery, including execution by electronic signature, shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement

LETTERS OF UNDERSTANDING

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 LOU and/or the MOA, the provisions of this 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.
- (iv) Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time ("Earned Day Off") in that period, which will be taken during the employee's next scheduled maintenance week, normally on the first day of that week.
- (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 Employee Requested Flexible Hours of Work arrangements, as set out in Article 20.08 of the Collective Agreement.

2. Shift premium

- (a) Employees shall be paid a shift premium of \$0.65 per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.
- (b) Employees shall be paid a shift premium of \$0.70 per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

3. Weekend premiums

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

4. Overtime

- (a) For employees working 12-hour shifts, overtime will be averaged over a 4-week period. Overtime will be paid to the employee at the rate of 1.5 times the employee's regular hourly rate, calculated by dividing the employee's annual full-time equivalent salary by 2080, for all hours worked in excess of 168 hours during the 4-week averaging period.

- (b) An employee who works overtime on a scheduled day off will be paid at the rate of 1.5 times their regular hourly rate for each hour of overtime worked, except in the case where the employee works overtime on two consecutive scheduled days off; in that case the employee will be paid at the rate of 2 times their regular hourly rate for all hours worked on their second scheduled day off.

5.Call-In

- (a) The University will attempt to distribute call-ins among those employees who would normally perform the work. However, if no one is available, then 3rd class engineers may be called in.
- (b) The University is not required to call-in an employee if a qualified person is at work and is able to cover the required work.
- (c) An employee who is required by the Employer to return to work outside their scheduled shift, other than for hours immediately after their scheduled shift will be paid at 1.5 times their regular hourly rate for actual hours worked or will be paid for 4 hours at their regular hourly rate, whichever is greater. If the call-in occurs such that the majority of hours are on a Paid Holiday or a Sunday, the employee will be paid at 2 times their regular hourly rate.

6. No Pyramiding

- (a) There shall be no duplicating or pyramiding of overtime or premium payments.
- (b) In situations where overtime and premium pay may both apply, the higher rate shall be payable.

7. Vacations

- (a) Vacations will be scheduled in blocks of one week or two weeks. In special circumstances and subject to operational efficiencies, vacation time may be requested in blocks of time that are less than 1 week. The Chief Engineer will consider and respond to such requests, which will not be unreasonably denied.
- (b) An employee shall submit their vacation request(s) in writing and shall receive a written response at least 8 weeks before the requested vacation date(s), provided that the vacation request was submitted with sufficient time to do so.
- (c) A summer vacation schedule shall be posted by June 1st each year, showing each employee's approved vacation time until the end of August.
- (d) While every effort will be made to honour approved vacation requests, the parties recognize that circumstances might arise subsequent to the approval that require vacation schedules to be adjusted, after discussion with the affected employee(s).

8. Paid Holiday

- (a) Employee Scheduled to Work:

An employee who works on a Paid Holiday will receive their regular pay:

- i) and premium pay at two times their regular hourly rate for all hours worked on the Paid Holiday; or,
- ii) and pay at their regular hourly rate for all hours worked on the Paid Holiday or for 16 hours if the employee works their full 12-hour shift, and a lieu day with 8 hours pay to be scheduled during the next maintenance week as a substitute for the Paid Holiday.
- iii) The employee has the choice of i) or ii), but must state their election at the time Holiday work is scheduled, barring which paragraph i) will be applied.

Premium pay for work on a Paid Holiday applies if a majority of the employee's work hours fall on the Paid Holiday.

When any observed holiday listed in Article 21.02 falls on a Saturday or Sunday, the Saturday or Sunday, as applicable, will be the Paid Holiday for purposes of determining an employee's entitlement to premium pay.

(b) Employee's Scheduled Day Off:

If a Paid Holiday falls on an employee's regularly scheduled day off, and so long as the employee worked their regularly scheduled shift immediately preceding and immediately following the Paid Holiday, the employee will receive an alternate 8-hour day off with pay to be scheduled during the employee's next scheduled maintenance week, as a substitute for the Paid Holiday.

If a Paid Holiday falls on an employee's Earned Day Off during their maintenance week, and so long as the employee worked their regularly scheduled shift immediately preceding and immediately following the Paid Holiday, the employee retains their Earned Day Off with pay and will also receive the following day off with pay in lieu of the Paid Holiday.

9. Winter Closing

- (a) The 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 Winter Closing (except 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 Winter Closing.

10. Work Clothing

- (a) The University agrees to provide 4 sets (shirts and trousers) during each calendar year. The University has developed a listing of other clothing choices of equivalent value from which employees may choose substitutes in place of the 4 sets (shirts and trousers) listed above. Employees who receive such work clothing will wear that clothing while at work.
- (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of a receipt, up to \$200.00 per calendar year for the purchase of a pair of approved safety footwear.

11. Professional and License Fees

- (a) The University will reimburse employees for the renewal of trade licenses required in the performance of their duties.
- (b) An employee will be reimbursed for exam fees when they successfully complete an operating engineers' exam.

12. Labour Management Meetings

- (a) The Parties will hold labour/management meetings for 1 hour three times per calendar year. 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.

- (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 a week in advance of each meeting.

Dated this 4th day of Oct. 2023

For the University:

Lisa Latour Colby
Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

For the Union:

Kelly J. Orser

Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT

Pursuant to Schedule "B" of the 2022 renewal Collective Agreement, the Parties agreed to meet after ratification and endeavor to conclude the renegotiation of this Letter of Understanding (LOU). As of the printing of the Collective Agreement, these negotiations are ongoing. Any agreement will be incorporated into the renewal collective agreement at the next set of bargaining. Please contact Human Resources and USW Local 2010 for questions regarding the current application of this language.

1. It is acknowledged that for certain positions, travelling is an inherent part of the value of the job, therefore, some travel time outside of regular work hours is to be expected. Except as it may be amended by this Letter of Understanding, the University's *Policy for Travel and Related Expenses* shall apply to an employee's travel on approved University business.
2. When an employee travels on approved University business, outside their regular work hours, the following travel time credits shall apply:
 - (a) when travel is within 50 kms radius of the University - zero time credit;
 - (b) when travel is within 51 kms and 150 kms radius of the University - actual travel time shall be credited to a maximum of 1.5 hours;
 - (c) when travel is within 151 kms and 240 kms radius of the University - actual travel time shall be credited to a maximum of 2 hours;
 - (d) when travel is within 241 kms and 330 kms radius of the University - actual travel time shall be credited to a maximum of 3 hours;
 - (e) when travel is within 331 kms and 420 kms radius of the University - actual travel time shall be credited to a maximum of 4 hours;
 - (f) when travel is greater than a radius of the University of 420 kms - actual travel time shall be credited to a maximum of 5 hours.
3. Travel time credits shall only apply to the initial trip from the University or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University or employee's residence, whichever is closer to the last external destination.
4. Actual travel time is defined as:
 - (a) when travel is by automobile, the kilometres involved in travelling from/to University/residence to/from destination;
 - (b) when travel is by public transportation, e.g. air travel, the scheduled time required to travel from public departure point to public arrival point, plus 1.5 hours.

The maximum travel time credit is 6.5 hours for each direction of a trip.
5. When an employee uses their personal vehicle, the per kilometer rate set out in the University's *Policy for Travel and Related Expenses* shall apply.

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

Dated this 4th day of Oct. 2023

For the University:


Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

For the Union:



Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

University-wide policies (and procedures included therein) in force as at March 24, 2010 affecting terms and conditions of employment, the subject matter of which is not addressed in this Agreement, will continue in force unless changed by the University.

In cases where there is a conflict between a policy and this Collective Agreement, the Collective Agreement shall prevail.

The University and the Union will meet to discuss such change to the policy. The University shall consider the Union's comments in good faith.

Dated this 4th day of Oct. 2023

For the University:


Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

For the Union:



Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING: E.I. PREMIUM REDUCTION

This letter confirms the agreement between the Employer and the Union that the 5/12 employee portion of the University's E.I. premium reduction will be used by the University to support the following employee benefit plans, as set out in the Collective Agreement between USW Local 2010 and the University:

- Short-Term Sick Leave;
- Income top-up for Supported Pregnancy and Parental Leaves; and
- Child-Care Benefit Plan.

Dated this 4th day of Oct. 2023

For the University:



Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

For the Union:



Kelly J. Orser, Co-Chief Spokesperson

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 ("Instructor(s)"). 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 Collective 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 Collective 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 Collective Agreement and in no case shall any Instructor be required to work in excess of 60 hours in any work week. An Instructor 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) 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 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 in order of seniority in writing. If there is more than one offering of additional work at the same time, the more senior Instructor will choose the offering of their preference. The other offering(s) will then be offered to the next Instructor in order of seniority;
- b) An Instructor has 2 days to accept or decline an offer of additional work;
- c) If an Instructor declines an offer of additional work or does not respond within the 2-day period, it will then be offered to the next Instructor in order of seniority;
- d) Should no 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) 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 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.

Dated this 4th day of Oct. 2023

For the University:


Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

For the Union:



Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding for 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;
- 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 USW 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;


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

- (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;

Dated this 4th day of Oct. 2023

QUEEN'S UNIVERSITY:

THE UNION:

Per: 
Lisa Latour Colby (Oct 4, 2023 14:07 EST)

Per: 

Lisa Latour Colby, Chief Spokesperson

Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING: POSTING OF CONTINUING APPOINTMENTS

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

When a vacated existing continuing appointment is to be posted as a term appointment, the University will provide the Union with the rationale in writing prior to posting.

Dated this 4th day of Oct. 2023

QUEEN'S UNIVERSITY:

THE UNION:

Per: *Lisa Latour Colby*
Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Per: *KJO*

Lisa Latour Colby, Chief Spokesperson

Kelly J. Orser, Co-Chief Spokesperson

LETTER OF UNDERSTANDING ("LOU") RE: EMPLOYEE GROUP BENEFIT PLAN

Between:

QUEEN'S UNIVERSITY ("the UNIVERSITY")**and****USW, LOCAL 2010 ("the UNION")**

WHEREAS during the term of the Collective Agreement expiring on December 31, 2018, the Parties completed a review of the current Employee Group Benefit Plan (the "Plan") for the purpose of improving the benefit package available to USW, Local 2010 bargaining unit members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member-paid, and/or Member-paid;

AND WHEREAS the Parties have agreed to the following Proposed Plan Design Details ("Proposed Plan"):

Benefit*:	Current Plan Design Details:	Proposed Plan:
Prescription drugs	No pay-direct drug card	Introduce pay-direct drug card
	\$25 annual deductible	No change
	No generic substitution	Introduce generic substitution
	No dispensing fee maximum	Introduce dispensing fee maximum of \$10 per prescription
Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to \$300 per year per practitioner	No change
Paramedical (physiotherapist)	100% reimbursement up to \$55/initial visit and \$35/subsequent visits; no annual maximum	80% reimbursement up to \$500 per year; no per-visit maximum
Registered psychologist	No coverage	Introduce 100% reimbursement up to \$1,000 per year
Speech therapy	100% reimbursement up to \$1,000 per calendar year.	No change
Vision (eye examinations)	Up to \$75 every 24 months for QUFA/\$65 every 24 months for all other employee groups	Increase reimbursement to \$100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	\$250 every 24 months	Increase reimbursement to \$300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 5% per year (based on CPI)	COLA provision up to a maximum of 3% per year (based on CPI)

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

NOW THEREFORE the Parties agree as follows:

1. The University may introduce additional, optional Employee-paid benefits;
2. The University shall conduct a Request for Proposal ("RFP") with regard to the above Proposed Plan, and such RFP process shall be conducted in accordance with, and be governed by, the policies and procedures set out in the Queen's Procurement Policy and the Broader Public Sector Procurement Directive;
3. Implementation of the Proposed Plan requires ratification of the Proposed Plan by the University following the completion of the RFP process;
4. The University will maintain sole discretion and final responsibility with regard to:
 - (a) The selection of a preferred vendor(s) following the RFP process referenced in paragraph 2 above;
 - (b) The negotiations of a contract(s) with the vendor(s);
5. Any changes to the language in Articles 31.03 – 31.06 inclusive resulting from the implementation of the Proposed Plan will be considered housekeeping matters.

QUEEN'S UNIVERSITY:

Per:  _____

Heather Shields, Chief Spokesperson

THE UNION:

Per:  _____

John Goldthorp, Chief Spokesperson

MEMORANDUM OF AGREEMENT ("MOA")

Between:

QUEEN'S UNIVERSITY ("the UNIVERSITY")

and

USW LOCAL 2010 ("the UNION")

Re: Recognition of Indigenous Peoples

WHEREAS the Parties are desirous of entering into discussions regarding the appropriate recognition of Indigenous Peoples in the Collective Agreement;

AND WHEREAS the Parties are desirous of having more comprehensive discussions on the issue and ensuring that an appropriate level of consultation occurs with stakeholders prior to any changes being made to the Collective Agreement;

NOW THEREFORE the Parties agree to the following:

1. The Parties will establish a committee to discuss recognition of Indigenous Peoples in the Collective Agreement;
2. The Committee will be comprised of an equal number of representatives of the University and the Union;
3. The University and the Union will both include representation from Indigenous Peoples on the Committee;
4. The Committee may invite guests to attend the Committee meetings to assist the Committee in their discussions;
5. The Committee will meet as necessary, commencing in May, 2024 with the goal of making recommendations within 12 months;
6. The Committee may decide to make written recommendations to the Parties, which may include changes to the Collective Agreement. The Parties will discuss any recommendations made at the Labour/Management Committee. Any decision made by the Parties to implement recommended changes to the Collective Agreement will be the subject matter of a Letter of Understanding. Further, the Parties agree to include the provisions of the Letter of Understanding as housekeeping changes in the subsequent Collective Agreement;

7. This MOA is without prejudice and without precedent to any and all matters between the Parties, except as expressly set out in this MOA.

QUEEN'S UNIVERSITY:

Per: 
Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

THE UNION:

Per: 

Kelly J. Orser, Co-Chief Spokesperson

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 April 18, 2023 ("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 persons 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.

QUEEN'S UNIVERSITY:

Per: 
Lisa Latour Colby (Oct 4, 2023 14:07 EDT)

Lisa Latour Colby, Chief Spokesperson

THE UNION:

Per: 

Kelly J. Orser, Co-Chief Spokesperson

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")

BETWEEN:

UNITED STEELWORKERS ("USW LOCAL 2010")

- AND -

QUEEN'S UNIVERSITY ("UNIVERSITY")

Whereas the USW Local 2010 and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

And Whereas, following successful ratification by the Parties of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the PENSION MOA shall be appended to and form part of the current Collective Agreement between the Parties and any renewal collective agreement that comes into effect before the UPP Accrual Date (defined below);

And Whereas the University has confirmed its intention to provide retirees with a prescription drug card on terms and conditions to be determined by the University, and subject to pre-conditions resulting in the successful conversion and transfer of assets from the QPP to the UPP and the successful completion of the active employee benefits RFP undertaken pursuant to the proposed Letter of Understanding: Employee Group Benefit Plan contained in the RENEWAL AGREEMENT MOA; and,

NOW, THEREFORE, the Parties agree as follows:

1. This PENSION MOA constitutes the entire agreement of the Parties with respect to pension matters, including the proposed conversion and transfer of assets from the QPP to the UPP.
2. USW Local 2010 agrees to consent on behalf of all bargaining unit members covered by the current Collective Agreement and any renewal collective agreement to the conversion of the QPP to the UPP under section 80.4 of the *Pension Benefits Act*, including the transfer of the QPP's assets and liabilities to the UPP.
3. USW Local 2010 agrees to support the University's application, when made, for the Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.

4. Effective January 1, 2020, or, if later, the effective date of the UPP, USW Local 2010 bargaining unit members who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or their successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").
5. The USW Local 2010 bargaining unit members who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.
6. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan.
7. Bargaining unit members who are not members of the QPP as of the UPP Accrual Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.
8. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and such other terms as are otherwise provided under the definitive documentation establishing the UPP, including but not limited to the elimination of the ability to commence a pension under Section 5.02(2) of the QPP for members who had not attained their Normal Retirement Date by the UPP Accrual Date .

Conditional Terms of Employment Effective on UPP Accrual Date

9. Provided the conditions in paragraphs 2, 3 and 11 have been satisfied and the QPP has been successfully converted to the UPP:
 - a. **Member/Employer Contributions under the UPP**

Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.
 - b. **Salary Grid Modification/Monetary Offset**

Effective on the UPP Accrual Date, the Salary Grid for USW Local 2010 bargaining unit members will be modified as set out in Schedule "A". Effective July 1, 2021 or the

UPP Accrual Date, whichever is later, bargaining unit members at the maximum of their Grade on the Interim Grid (as set out in Schedule "A") will receive a one-time lump sum payment equivalent to 1.8% of their base salary.

Notwithstanding the above paragraph, in the event the UPP Accrual Date occurs after December 31, 2021, then effective on the UPP Accrual Date, the Salary Grid in effect on January 1, 2022 will be modified as set out in Schedule "B". In addition, effective on the UPP Accrual Date, bargaining unit members who were at the maximum of their Grade on June 30, 2021 will receive a one-time lump sum payment equivalent to 1.8% of their base salary as at the UPP Accrual date.

c. Unreduced Early Retirement for Minimum Guarantee Benefit

Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the QPP legacy provisions under the UPP shall be amended to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points on their retirement under the UPP.

d. Amendments to Renewal Collective Agreement

On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

- i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule "C";
- ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario [Labour Relations Act, 1995](#) or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

General Provisions

10. This PENSION MOA is expressly conditional on the contemporaneous execution, by the Parties, of the RENEWAL AGREEMENT MOA. If this condition is satisfied the PENSION MOA and RENEWAL AGREEMENT MOA are capable of being ratified by the Parties.

11. As soon as practicable following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall present both MOAs to their respective principals and will recommend unanimously the ratification of both memorandums of agreement.
12. Ratification by the University and the ratification vote by USW Local 2010's membership of both the RENEWAL AGREEMENT MOA and the PENSION MOA shall occur as soon as practicable with the results of a USW Local 2010 membership ratification vote to be tabulated not later than February 14, 2019.
13. Upon the successful ratification of the RENEWAL AGREEMENT MOA and this PENSION MOA, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.
14. This MOA shall be appended to and form part of the Renewal Collective Agreement and any further renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.
15. Unless expressly provided for to the contrary, neither this PENSION MOA, nor any constituent part shall have any retroactive force or effect.
16. This PENSION MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.
17. In the event that there are any errors or omissions in this PENSION 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 PENSION MOA that are required to give effect to their negotiated intention.

SIGNED THIS 21st DAY OF DECEMBER, 2018



QUEEN'S UNIVERSITY
per Heather Shields
Chief Spokesperson



USW LOCAL 2010
per John Goldthorp
Chief Spokesperson

Schedule "A" – UPP Accrual is on or before December 31, 2021 UPP Grid

EFFECTIVE UPP ACCRUAL DATE - UPP SALARY GRID

Start at current step 2, step 4 for grade 9; reduce number of steps in grades 2-9 keeping same maximum

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	35,284	36,230	37,197	38,194									
003	39,310	40,359	41,438	42,547									
004	41,394	42,535	43,703	44,899	46,133	47,395							
005	43,292	44,536	45,816	47,133	48,488	49,882	51,316	52,790					
006	49,090	50,502	51,954	53,448	54,985	56,566	58,192	59,865					
007	55,670	57,270	58,916	60,609	62,351	64,143	65,986	67,881					
008	63,131	64,945	66,811	68,731	70,706	72,738	74,828	76,980					
009	70,352	72,275	74,251	76,281	78,367	80,510	82,711	84,972	87,295				

Subject to all of the conditions set out in paragraph 9 of the PENSION MOA, the above UPP Grid will apply effective on the UPP Accrual Date.

The mapping of bargaining unit members from the salary grid in effect under the Renewal Collective Agreement to the above UPP Grid will be determined as follows. The July 1, 2020 Salary Grid will first be modified by adding a 1.5% off-set adjustment to all steps in the Salary Grid. The adjusted Salary Grid will be referred to as the "Interim Grid".

Interim Grid

EFFECTIVE UPP ACCRUAL DATE - INTERIM GRID

1.5% Pension Offset

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	34,367	35,284	36,230	37,197	38,194								
003	38,289	39,310	40,359	41,438	42,547								
004	40,289	41,394	42,535	43,703	44,899	46,133	47,395						
005	42,232	43,292	44,379	45,492	46,633	47,803	49,002	50,232	51,494	52,790			
006	47,892	49,090	50,325	51,588	52,885	54,210	55,571	56,968	58,396	59,865			
007	54,305	55,670	57,068	58,503	59,969	61,472	63,018	64,596	66,227	67,881			
008	61,584	63,131	64,716	66,336	68,002	69,709	71,460	73,254	75,090	76,980			
009	65,473	67,061	68,686	70,352	72,059	73,808	75,599	77,431	79,310	81,238	83,208	85,225	87,295

Mapping Process

- The steps in the Interim Grid will be mapped to the steps in the UPP Grid as follows:
 - The dollar amount of each step within each Grade in the Interim Grid will be mapped onto the same Grade in the UPP Grid.
 - Where the dollar amount of the step in the Interim Grid is mapped between two steps in the UPP Grid, the mapping will be made to the higher step.
 - The maximum step in each Grade of the Interim Grid will map to the new maximum steps in each Grade of the UPP Grid.
- Once the UPP Grid is created, and all the old steps are mapped from the Interim grid to the UPP Grid, each employee, except an employee whose salary at June 30, 2021, was at or above the maximum for the Grade, will be moved up to the next step within their Grade.

Schedule "B" – UPP Accrual Date after December 31, 2021

UPP Grid

EFFECTIVE UPP ACCRUAL DATE - UPP SALARY GRID

Start at current step 2, step 4 for grade 9; reduce number of steps in grades 2-9 keeping same maximum

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	35,284	36,230	37,197	38,194									
003	39,310	40,359	41,438	42,547									
004	41,394	42,535	43,703	44,899	46,133	47,395							
005	43,292	44,536	45,816	47,133	48,488	49,882	51,316	52,790					
006	49,090	50,502	51,954	53,448	54,985	56,566	58,192	59,865					
007	55,670	57,270	58,916	60,609	62,351	64,143	65,986	67,881					
008	63,131	64,945	66,811	68,731	70,706	72,738	74,828	76,980					
009	70,352	72,275	74,251	76,281	78,367	80,510	82,711	84,972	87,295				

Subject to all of the conditions set out in paragraph 9 of the PENSION MOA, the above UPP Grid will apply effective on the UPP Accrual Date.

Salary Grid*

EFFECTIVE January 1, 2022

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
002	34,367	35,284	36,230	37,197	38,194								
003	38,289	39,310	40,359	41,438	42,547								
004	40,289	41,394	42,535	43,703	44,899	46,133	47,395						
005	42,232	43,292	44,379	45,492	46,633	47,803	49,002	50,232	51,494	52,790			
006	47,892	49,090	50,325	51,588	52,885	54,210	55,571	56,968	58,396	59,865			
007	54,305	55,670	57,068	58,503	59,969	61,472	63,018	64,596	66,227	67,881			
008	61,584	63,131	64,716	66,336	68,002	69,709	71,460	73,254	75,090	76,980			
009	65,473	67,061	68,686	70,352	72,059	73,808	75,599	77,431	79,310	81,238	83,208	85,225	87,295

***Salary Grid in effect pursuant to paragraph 8. C. (c) of the Renewal Agreement MOA**

Mapping Process

1. The steps in the Salary Grid will be mapped to the steps in the UPP Grid as follows:

- The dollar amount of each step within each Grade in the Salary Grid will be mapped onto the same Grade in the UPP Grid.
- Where the dollar amount of the step in the Salary Grid is mapped between two steps in the UPP Grid, the mapping will be made to the higher step.
- The maximum step in each Grade of the Salary Grid will map to the new maximum steps in each Grade of the UPP Grid.

Schedule "C"

Current Collective Agreement Provision	Proposed Treatment
<p>18.25(a)(i) During a temporary layoff that involves a reduction of hours but during which the employee continues to work at least 40% of their FTE hours, the following benefits will continue provided they were enrolled in such benefit(s) on the date of the notice of layoff:</p> <p>Revised Pension Plan of Queen's University Supplemental Medical Dental Semi Private Hospital Basic Group Life Insurance Optional Group Life Insurance Employee Assistance Plan Long Term Disability</p>	<p>Delete reference to Revised Pension Plan of Queen's University. Contributions to the UPP during temporary layoffs to be addressed in UPP text.</p>
<p>18.25(a)(ii) The benefit coverage and employee share of premium costs that are based on earnings shall continue to be deducted at source and shall be determined based on the employee's actual earnings during their reduced-hours layoff. Notwithstanding the above, the employee may elect in writing to maintain Pension Plan contributions based on the employee's earnings on the date immediately prior to the effective date of the layoff.</p>	<p>Delete second sentence. Contributions to the UPP during layoffs to be addressed in UPP text.</p>
<p>18.25(b)(i) During a temporary layoff during which the employee works less than 40% of their FTE hours, they may continue coverage for the following benefit(s) provided they were enrolled in such benefit(s) on the date of the notice of layoff:</p> <p>Revised Pension Plan of Queen's University Supplemental Medical (except Out of Country) Dental Semi Private Hospital Basic Group Life Insurance Optional Group Life Insurance Employee Assistance Plan</p>	<p>Delete reference to Revised Pension Plan of Queen's University. Contributions to the UPP during temporary layoffs to be addressed in UPP text.</p>
<p>18.25(b)(ii) The benefit coverage and employee share of premium or contribution costs shall continue to be deducted at source and shall be determined based on the employee's actual earnings during their</p>	<p>Delete second sentence. Contributions to the UPP during temporary layoffs to be addressed in UPP text.</p>

Current Collective Agreement Provision	Proposed Treatment
reduced-hours layoff. Notwithstanding the above, the employee may elect in writing to maintain Pension Plan contributions based on the employee's earnings on the date immediately prior to the effective date of the layoff.	
18.25(c)(i) During a temporary layoff during which the employee works no hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff and provided the employee authorizes monthly direct banking debit for the employee share of the premium or contribution costs: Revised Pension Plan of Queen's University Supplemental Medical (except Out of Country) Dental Semi Private Hospital Basic Group Life Insurance Optional Group Life Insurance Employee Assistance Plan	Delete reference to Revised Pension Plan of Queen's University. Contributions to the UPP during temporary layoffs to be addressed in UPP text.
23.13(f) The employee's participation in the <i>Revised Pension Plan of Queen's University</i> will continue with both employee and Employer contributions as well as accrual of pensionable service during the period of Supported Pregnancy Leave.	Delete. Contributions to the UPP during leaves to be addressed in UPP text.
23.16(g) The employee's participation in the <i>Revised Pension Plan of Queen's University</i> will continue with both employee and Employer contributions as well as accrual of pensionable service during the period of Supported Parental Leave.	Delete. Contributions to the UPP during leaves to be addressed in UPP text.
31.02(a) The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Pension Plan's actuaries. Such contribution shall be in accordance with the requirements of the Ontario <i>Pension Benefits Act</i> , RSO 1990, c P.8, as amended from time to time (hereinafter, the " <i>Pension Benefits Act</i> ") and also shall not exceed the maximum amount that is permitted under the <i>Income Tax Act</i> , RSO 1990, c P.8, as amended from time to time (hereinafter, the " <i>Income Tax Act</i> ").	Delete.

Current Collective Agreement Provision	Proposed Treatment					
31.02(b) The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement signed March 22, 2012 and to reflect required employee money purchase contribution rates as follows:	Delete.					
	Effective Date	Jan. 1, 2012	July 1, 2012	Jan. 1, 2013	July 1, 2013	Jan. 1, 2014
	Up to the Canada Pension Plan Yearly Minimum Pensionable Earnings	5.0%	5.5%	6.0%	6.5%	7.0%
	Above the Canada Pension Plan Yearly Minimum Pensionable Earnings	6.6%	7.2%	7.8%	8.4%	9%