

## **U1: UNION PROPOSALS | USW LOCAL 2010-02**

**Proposed: January 27, 2024**

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FOR THE ESTABLISHMENT OF A FIRST  
COLLECTIVE AGREEMENT BETWEEN:

**QUEEN'S UNIVERSITY**

-AND-

**UNITED STEELWORKERS**

(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

**ON BEHALF OF USW, LOCAL 2010-02, RESIDENCE DONS, RESIDENCE LIFE ASSISTANTS, LIVING  
LEARNING COMMUNITY DONS, DON DESIGNATES, AND STAYOVER DONS**



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*These proposals are presented without prejudice to any position the Union may take during negotiations.*

*The Union reserves the right to create new/additional proposals, add to, amend, delete, withdraw, or modify these proposals at any stage of the bargaining process.*

*Final agreement on all matters is subject to ratification by the USW Local 2010-02 Membership.*

*E. & O.E.*

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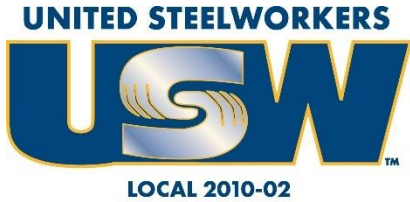
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## **GENERAL**

1. Hyperlinks to be added to all references in the electronic copy of the Collective Agreement to the following:
  - (a) Ontario *Employment Standards Act, 2000*  
<https://www.ontario.ca/laws/statute/00e41>
  - (b) Ontario *Human Rights Code*  
<https://www.ontario.ca/laws/statute/90h19>
  - (c) Ontario *Labour Relations Act, 1995, SO, 1995, C1, Sch A*  
<https://www.ontario.ca/laws/statute/95l01>
  - (d) Ontario *Occupational Health and Safety Act*  
<https://www.ontario.ca/laws/statute/90o01>
  - (e) Ontario *Workplace Safety and Insurance Board*  
<https://www.wsib.ca/en>
  - (f) Employee and Family Assistance Program (EFAP)  
<https://www.queensu.ca/humanresources/wellness>
  - (g) Harassment and Discrimination Prevention and Response Policy  
<https://www.queensu.ca/secretariat/harassment-discrimination/overview>
  - (h) Joint Health & Safety Committee  
<https://www.queensu.ca/risk/safety/general/joint-health-committee>
  - (i) Human Resources web site  
<https://www.queensu.ca/humanresources/>
  - (j) Unions and Associations Human Resources web site  
<https://www.queensu.ca/humanresources/working-queens/unions-and-associations>
2. Hyperlinks to be included/added under the “[Unions and Associations Human Resources](https://www.queensu.ca/humanresources/working-queens/unions-and-associations)” web site as follows:
  - (a) Collective Agreement <insert Term of Agreement>
  - (b) First Seniority List <insert date posted>
  - (c) Process for Requesting Amendment of First Seniority List
  - (d) First Seniority List Challenge Form

**OUTSIDE COVER PAGE**

The Union proposes the following outside cover page for the Collective Agreement between Queen's University and the United Steelworkers on behalf of USW, Local 2010, Unit 02, Residence Dons, using fonts, font sizes, colour schemes, Unit 02 logo, and Queen's logo as is currently used for Collective Agreements between the Parties:



# Collective Agreement

BETWEEN:

QUEEN'S UNIVERSITY AND UNITED STEELWORKERS

(ON BEHALF OF USW, LOCAL 2010, UNIT 02) RESIDENCE DONS, RESIDENCE LIFE ASSISTANTS, LIVING LEARNING COMMUNITY DONS, DON DESIGNATES, AND STAYOVER DONS

**AUGUST 1, 2023 – JULY 31, 2026**

**INSIDE COVER PAGE**

The Union proposes the following inside cover page for the Collective Agreement between Queen's University and the United Steelworkers on behalf of USW, Local 2010, Unit 02, Residence Dons, using fonts, font sizes, and colour schemes, as is currently used for Collective Agreements between the Parties:

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**QUEEN'S UNIVERSITY**

**and**

**UNITED STEELWORKERS**

**(ON BEHALF OF USW, LOCAL 2010, UNIT 02)**

**RESIDENCE DONS, RESIDENCE LIFE ASSISTANTS, LIVING LEARNING COMMUNITY  
DONS, DON DESIGNATES AND STAYOVER DONS**

**August 1, 2023 to July 31, 2026**

## **LAND ACKNOWLEDGEMENT**

The Union proposes the following Land Acknowledgement to be used for the Collective Agreement between Queen's University and the United Steelworkers on behalf of USW, Local 2010, Unit 02, Residence Dons, as is currently used for the existing Collective Agreements between the Parties:

## **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:wí'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 ionkwatierihwahserón: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-maadookiivaad 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 bimaadiziwag , babaayaawag miinwaa da wiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gdininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you



## **ARTICLE 1 – PURPOSE OF AGREEMENT AND CULTURE OF BARGAINING UNIT**

### ***Purpose of the 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) to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the Employer and the Union.
- 1.02 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the Ontario [Employment Standards Act, 2000](#) and any other applicable legislation.

### ***Culture of the Bargaining Unit***

- 1.03 The Employer and the Union have a mutual understanding that the nature of the Positions (“the Employees/Positions”) are such that they are required to be students and to live on campus and are regularly assigned to be on-call. The Positions are responsible for fostering supportive, mentoring relationships with primarily students living in Residence.

### ***Acknowledgement***

- 1.04 In this Agreement, Indigenous Peoples are considered to be persons who are First Nations, Inuit or Metis and who identify themselves as such to the Employer.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of Queen’s University at Kingston, employed as Residence Dons, Residence Life Assistants, and Living Learning Community Dons, in the City of Kingston, save and except:
- (a) supervisors and persons above the rank of supervisor.
- 2.02 The Employer will not add or create new job classifications or positions for the purpose of improperly circumventing the inclusion of a position in the bargaining unit.

## **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**" is inclusive of: Fall Term (September 1<sup>st</sup> to December 31<sup>st</sup>), Winter Term (January 1<sup>st</sup> to April 30<sup>th</sup>), and Summer Term (May 1<sup>st</sup> to August 31<sup>st</sup>).
  - (b) "**Academic Year**" means the period from September 1<sup>st</sup> to August 31<sup>st</sup> inclusive and is divided into the 3 Academic Terms as defined in Article 3.01 (a) above. It is

recognized that the end of one Academic Term and the beginning of the next Academic Term may overlap for certain academic and/or administrative reasons.

- (c) **"Agreement"** or **"Collective Agreement"** means the Collective Agreement between Queen's University at Kingston, Ontario, and the United Steelworkers and its Local 2010-02.
- (d) **"Applicant"** means all individuals (including New and Returning Employee Applicants) who have submitted an application for employment within this bargaining unit.
- (e) **"bargaining unit"** is defined as set out in Article 2: "Recognition and Scope".
- (f) **"bargaining unit member"** or **"employee"** means a University employee who is a member of this bargaining unit, namely USW Local 2010-02.
- (g) **"business day"** means Monday to Friday, exclusive of statutory holidays, the Winter Closing, and any University closure.
- (h) **"day"** means calendar day unless otherwise specifically stipulated.
- (i) **"Department"** means Residence Life and Services unless otherwise specifically stipulated, and as the context may suggest.
- (j) **"Director"** refers to the person who oversees an academic unit, an administrative Department or unit, a centre, a division, an institute, or a school, as the context may require.
- (k) **"employee"** or **"bargaining unit member"** means a University employee who is a member of this bargaining unit, namely USW Local 2010-02.
- (l) **"Returning Employee Applicant"** means an individual who has seniority under this Collective Agreement and who has submitted an application for employment within this bargaining unit.
- (m) **"Employer"** or **"the University"** refers to Queen's University at Kingston, Ontario.
- (n) **"Local"** or **"Local Union"** or **"Local Unit"** or **"the Union"** means USW Local 2010, Unit 02 representing the bargaining unit as defined in Article 2: "Recognition and Scope", or USW Local 2010 as the context may require.
- (o) **"Local 2010-02 Unit Chairperson"** means the 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 employees on behalf of the Union.
- (p) **"Manager/designate"** is the managerial, non-bargaining unit person who directs an employee's work or to whom an employee normally reports, or their designate.
- (q) **"notice"** where notice is required by the terms of this Collective 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.
- (r) **"Parties"** are Queen's University at Kingston, Ontario and the United Steelworkers.
- (s) **"Positions"** are job classifications or positions within the bargaining unit, including but not limited to, Residence Don, Residence Life Assistant ("RLA"), Living Learning Community Don ("LLC"), Don Designate, and Stayover Don. These positions are defined as:
  - i) **"Residence Don"** is a live-in leadership position for upper year full-time registered students to support and educate residence students. Residence Dons

build meaningful, individual, and community relationships, contribute to the safety and security of the residence buildings, and are responsible for the front-line implementation and support of the Residence Life Services mission.

- ii) **“Residence Life Assistant”** is a position that performs all the duties and expectations of the Residence Don position, as well as providing administrative and team support to the overall program, specifically taking direction from the Residence Life Coordinator (“RLC”).
- iii) **“Living Learning Community Don”** is a position that performs all the duties and expectations of the Residence Don position and are required to mentor and facilitate additional educational opportunities for their assigned group of students who live within their specific Living Learning Communities.
- iv) **“Don Designate”** is a position that performs all the duties and expectations of the Residence Don position without being assigned a specific Residence Community. A Don Designate may or may not be assigned a Residence Community during their term of employment.
- v) **“Stayover Don”** is an employee currently employed as a Residence Don, Residence Life Assistant, Living Learning Community Don, or Don Designate by Residence Life and Services, and who volunteers to be available between the hours of 8pm and 7am for on-call shift(s) and response, during the Winter Closing when the University is closed.
- (t) **“Successful Candidate”** means an applicant who has been offered employment within this bargaining unit by the Employer.
- (u) **“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, Trustees, and/or Unit 02 Chairperson.
- (v) **“Union Representative”** or **“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 employees on behalf of the Union, including but not limited to the Unit Chairperson, Unit Recording Secretary and Unit Grievor.
- (w) **“USW”** or **“Union”** means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- (x) **“USW Staff Representative”** means an authorized staff representative of the USW.
- (y) **“University”** means Queen's University at Kingston, Ontario and/or authorized officials of the University, as the context may require.
- (z) **“work term/contract”** means the period of employment from approximately August to April, as defined by the Employer in the employee’s appointment letter in a position covered by this Collective Agreement.
- (aa) **“written notice”** may include email communication.

## **ARTICLE 4 – UNION DUES**

- 4.01 The Employer agrees to pay on behalf of each employee in the bargaining unit, on an annual basis by September 30<sup>th</sup> of each year, 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 September 30<sup>th</sup> of each year. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the USW Local 2010 Union and the USW Staff Representative.
- 4.03 The annual dues remittance shall be accompanied by a statement listing:
- (a) the name and employee number of each bargaining unit member whose dues and initiation payments have been made, each employee's campus email address, and home address and the total amount deducted for the year; and
  - (b) the names, Department, and employee numbers of the bargaining unit members from whom no payments have been made and the reasons why. The annual dues remittance will also include the Union's "Summary of Union Dues" form.
- 4.04 The Employer will record total Union dues paid for each employee on their "T4A Statement of Remuneration Paid".
- 4.05 The Union must provide at least 60 Calendar Days' written notice of any change in the membership dues, fees, or assessments.
- 4.06 The Union agrees to indemnify and save the Employer 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.

### ***New and Returning Employee Information***

- 4.07 The Employer agrees to inform all employees that a Union Collective Agreement is in effect and that a copy of the Collective Agreement can be found on the [Unions and Associations Human Resources](#) web site. This information will be included in the employee's appointment letter at the time the offer of employment is made.
- 4.08 On the commencement of August Don Training, the Employer shall advise each new employee of the name of their Union Representative and the Local Union President and provide their email addresses.

- 4.09 The Employer will provide the Union with a copy of the job description for all job classifications/positions, currently, but not limited to, Residence Dons, Residence Life Assistants, Living Learning Community Dons, and Stayover Dons each year prior to posting.
- 4.10 On January 31<sup>st</sup>, May 31<sup>st</sup>, July 31<sup>st</sup>, September 30<sup>th</sup> the Employer 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 Employer's Human Resources Management System, each employee's:
- (a) full name (last, first, middle);
  - (b) employee number;
  - (c) campus email address;
  - (d) cell phone number;
  - (e) returning or new don status;
  - (f) work term/contract start and end dates;
  - (g) wage rate and dates worked;
  - (h) year of service date;
  - (i) pay status;
  - (j) employee class;
  - (k) job/position title and position number (Residence Don, Residence Life Assistant, Living Learning Community Don, Don Designate, Stayover Don);
  - (l) gender;
  - (m) preferred pronoun(s);
  - (n) campus mail address;
  - (o) community assignment;
  - (p) building assignment;
  - (q) room assignment;
  - (r) Leave of Absence, if applicable; and,
  - (s) home mail address. It is each employee's responsibility to notify Human Resources of any change in the employee's home mailing address. The Employer shall be entitled to rely upon the last address furnished by the employee for all purposes.

- 4.11 The Employer will notify the Union in writing of employees who are working the Winter Closing, wage rate, and the dates they are scheduled to work no later than December 15<sup>th</sup> each year.

### ***Orientation Session***

- 4.12 During the second week of August Don Training when all employees are in attendance, employees shall be allowed 3 hours to attend a Union orientation session. The employees will not suffer a loss in wages for attending the orientation session.
- 4.13 The Employer will assist the Union in scheduling the orientation session in advance by no later than July 15<sup>th</sup> of each year, including reserving an appropriate lecture hall large enough for all employees and the Union Executive to attend, and in a location that is convenient for travel purposes.

### ***Collective Agreement Ratification Vote***

- 4.14 Where the ratification vote is held during an employee's regular working hours the employee will be granted 3 hours including travel time to attend the ratification vote. 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 5 – MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that the management of Queen's University is fixed exclusively in the Employer 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 Employer 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 Employer.
- 5.02 The Employer 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 Employer 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, SO 1995, c1, Sch A](#), as may be amended from time to time (hereinafter, "the OLRA").
- 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 Employer, or during any lockout of another bargaining unit by the Employer, employees may perform the work of striking or locked-out employees, but the Employer cannot require them to do so.
- 6.04 During any legal strike or lockout, the Employer agrees they will not hire any replacement workers to perform any bargaining unit work, for the duration of the strike or lockout.

## **ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE**

- 7.01 The Parties agree that the Local 2010-02 Unit Chairperson, Unit Recording Secretary, and Unit Grievor will be able to attend joint Labour/Management Committee ("LMC") meetings for all Queen's employees represented by USW. Meetings will be held no less than bi-monthly and will be coordinated with the Local 2010 (Support Staff) and Local 2010-01 (Academic Assistants). The Parties may agree to hold ad hoc LMC meetings in between the bi-monthly meetings as they deem necessary.
- 7.02 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.
- 7.03 The LMC has no authority to alter, modify or amend any part of the Collective Agreement.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 The Employer recognizes the role of elected Union Representatives in labour management relations and shall not discriminate against them for their participation as a Union Representative.
- 8.02 The Union will provide the Employer, in writing, with the names and titles of its Local 2010-02 Unit Chairperson, Unit Recording Secretary, Unit Grievor, Union Representatives, and Committeepersons mentioned in this Agreement, and the Employer will be required to recognize such representatives only from the date of receipt of such notice.

### ***Executive Board***

- 8.03 The Union recognizes that the Local 2010-02 Unit Chairperson/designate is a member of its Executive Board and has duties to perform for the Employer 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 Board member shall submit such request with at least 3 business days' written notice to their Manager/designate;

however the Parties recognize that there may be exigent circumstances that make it appropriate to amend this notice period following discussion between the employee and their Manager/designate. Such requests will be subject to operational requirements, but will not be unreasonably denied.

### ***University Committees***

8.04 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 without loss of compensation 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.

### ***Union Representatives***

8.05 The Union may elect or otherwise appoint a Local 2010-02 Unit Chairperson, a Unit Recording Secretary, a Unit Grievor, and up to 8 Union Representative who will be recognized by the Employer for purposes of the grievance process. The Union will advise the Employer of the names and contact information of the Union Representative. The Employer will advise the Union of the names of its Employee/Labour Relations Advisors for the purpose of identifying key contact persons for Union Representative.

8.06 The Union acknowledges that Union Representative have duties to perform for the Employer; therefore, Union Representative will use their best efforts to make arrangements to carry out their responsibilities at times that do not conflict with their employment duties.

8.07 In the event that such conflict with employment duties cannot be avoided it is the responsibility of the Union Representative to request permission from their Manager/designate before leaving their work and to report back to their Manager/designate upon returning to work.

8.08 The Union acknowledges that all employees have duties to perform for the Employer; therefore, when dealing with a grievance arising out of this Agreement, Union Representative will use their best efforts to make arrangements to meet with an employee at times that do not conflict with the employee's employment duties. In the event that such conflict cannot be avoided, the Union Representative must request permission from the employee's Manager/designate, before contacting the employee to discuss the grievance during the employee's working time. Such permission will not be unreasonably withheld.

8.09 The Employer acknowledges the right of bargaining unit members of the United Steelworkers Local Unit 2010-02 to utilize the Union Representative body of the United Steelworkers Local 2010 to act as representatives in all labour relations matters.

### ***Leave for Union Business***

8.10 Employees who are elected or appointed by the Union to attend Union business, shall be granted a leave of absence without pay by the Employer 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/designate. The written notice shall be sent to the Senior Director, Employee/Labour Relations or designate, who shall advise the appropriate Manager(s)/designate(s) of the request and will provide a written response to the Union within 5 business days.



## **ARTICLE 9 - BARGAINING COMMITTEE**

- 9.01 The Employer will recognize a Bargaining Committee composed of up to 6 members, one of whom shall be the Local 2010-02 Unit Chairperson of the bargaining unit, and the President of the United Steelworkers Local 2010 bargaining unit. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours without loss of pay while participating in collective bargaining up to and including conciliation.
- 9.02 The Bargaining Committee shall be entitled to be represented by a USW Staff Representative(s) of the United Steelworkers at all bargaining meetings held between the Employer and the Union.
- 9.03 The 6 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 60 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 PROCEDURE**

- 11.01 It is the mutual desire of the Parties that any complaint arising between the Employer 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 Employer and an employee and/or the Union as to the administration, application, interpretation, or alleged violation of the provisions of this Agreement the following procedure will be followed:

### ***Reserve the Right to Grieve (RRG)***

- 11.03 It is agreed by the Parties that early intervention and resolution of issues or complaints is beneficial to labour relations. As such, when issues arise, before the initiation of the formal grievance procedure, the Parties agree that the Union will first give the Employer an opportunity to address the issue or complaint. The Parties agree to the following:
- (a) 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, the Union will raise the issue directly with an Employee/Labour Relations Advisor.
  - (b) The Parties will agree to an appropriate timeline given the nature of the issue or complaint to initiate the next step of the grievance procedure.

- (c) During the informal proceedings the Employer will provide the Union with a written response and any data or documentation that is relevant to resolving the issue or complaint.
- (d) If the issue or complaint is not resolved within the agreed upon timeline, then the next step of the grievance procedure will be initiated.

## **Step 2**

- 11.04 An issue or complaint that is not resolved at the RRG stage may, at the aggrieved employee's (the "grievor") request, will be submitted as a grievance to the Senior Director, Employee/Labour Relations, or their specified designate within 10 business days after the expiry of the RRG response.
- 11.05 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.
- 11.06 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.
- 11.07 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 or return to work issues, 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 Reserve the Right to Grieve Stage shall be undertaken by the Union in accordance with Article 11.03. Failing resolution of the matter after the Reserve the Right to Grieve Stage, a group grievance may be submitted at Step 2. 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 Procedure 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 (a) The time limits referred to in this Article may be extended by mutual written agreement of the Parties.
- (b) Further, any step of the Grievance Procedure may be waived by mutual agreement of the Parties.
- 11.14 Where no response to the grievance is given within the time limit specified in the Grievance Procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the Grievance Procedure.

## **ARTICLE 12 – DISCIPLINE AND DISCHARGE, PERFORMANCE IMPROVEMENT PLAN**

- 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 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.

### ***Representation***

- 12.04 (a) 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. The Manager/designate will contact the Union by email to schedule a Union Representative to attend.
- (b) The Employer will advise the employee of the disciplinary nature of the meeting, prior to such meeting taking place.
- (c) An employee may waive their right to have a Union Representative present by signing a Union waiver. 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.

### ***Disciplinary Process***

- 12.05 (a) When the Employer is considering disciplining an employee, the Employer will hold a fact-finding meeting with the employee and a Union Representative, unless the employee waives their right to have a Union Representative present.

- (b) The Employer will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within 5 business days of this fact-finding meeting the Employer 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 fact-finding meeting.
- (c) If the Employer requires additional time to complete its investigation prior to making its decision, the Union will not unreasonably withhold agreement to extend the 5-day period referenced above.

12.06 Any discipline that may be imposed on an employee will be confirmed in writing to the employee and a copy will be sent to the Union.

12.07 When making a disciplinary decision, the Employer will not consider any prior discipline after the work term/contract in which the discipline was imposed has ended.

12.08 At the request of an employee, all such disciplinary records will be removed from the employee's personnel file when the work term/contract in which the discipline was imposed has ended.

***Performance Improvement Plan (PIP)***

12.09 The Employer and the Union agree that following a progressive discipline model that provides clear expectations and support to employees, can promote professional and positive behaviour in the workplace.

12.10 When the Employer is considering discipline relating to poor performance, the situation may be addressed through education and a Performance Improvement Plan (PIP). A performance improvement plan is a written tool to help the employee improve their performance and provide the opportunity to succeed.

12.11 Any Performance Improvement Plan that may be imposed on an employee will be confirmed in writing to the employee and a copy will be sent to the Union.

12.12 At the request of an employee, all Performance Improvement Plan(s) will be removed from the employee's personnel file when the work term/contract in which the Performance Improvement Plan was imposed has ended.

**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. The responding Party will agree in writing to 1 of the 3 proposed arbitrators within 10 business days after receiving the arbitration referral. 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. The parties will endeavour to agree on an arbitrator who is available within six (6) months of the date of referral to arbitration.

- 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 Employer. 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 and Union Representative or designate whom the Union wishes to attend an arbitration hearing. The grievor and Union Representative or designate will be paid for time lost if applicable, 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 Employer from exercising its right to use Section 49 of the Ontario [Labour Relations Act, 1995](#).

#### **ARTICLE 14 - VIDEO SURVEILLANCE**

- 14.01 Employees who are required to work in a designated area on campus 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, Employer 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, Employer 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/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, Employer 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 Employer 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 Employer'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 Employer'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 Employer 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*.

Harassment includes sexual harassment and sexual violence, and can include targeting a person's sexuality, gender identity, or gender expression. Sexual harassment and sexual violence shall not be tolerated.

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 Employer'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 identified<sup>1</sup>.

“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:

- i) not permitting time away from work or studies for religious or spiritual practices other than on statutory holidays;
- ii) less favourable differential career opportunities or career paths for qualified members of equity seeking groups;
- iii) 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 Employer'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 Complaints that arise within the course of employment will be investigated/handled through the Employer's *Harassment and Discrimination Prevention and Response Policy*.
- 16.10 The parties agree that where a complaint has been filed, and an employee has not clearly indicated the complaints relation to their employment status, the Employer will contact the Union to discuss whether the complaint is tied to their employment status. The Parties will then agree on the investigative policy to be followed.

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<sup>1</sup> See Ontario *Human Rights Code*, Section 18



- 16.11 For clarity, regardless of the Employer policy used in the investigation of complaints, the Employer recognizes the right of bargaining unit members to be represented in accordance with Article 16.18.
- 16.12 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.
- 16.13 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the Employer's *Harassment and Discrimination Prevention and Response Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the Collective Agreement.
- 16.14 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.
- 16.15 Where a complaint is being addressed through the procedures outlined in the Employer'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.
- 16.16 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.
- 16.17 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.
- 16.18 In dealings with the Employer 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.
- 16.19 Where there is a claim of harassment or discrimination and the Employer decides to place an employee on administrative leave pending its investigation of the claim, the Employer shall maintain all working terms and conditions of employment for the employee during the investigation period. This may include a temporary move to an Emergency Stay Space (ESS) and assistance moving to the ESS will be provided by the Employer.

## **ARTICLE 17 - HEALTH AND SAFETY**

- 17.01 The Employer's approach to health and safety matters is governed by the provisions of the Ontario *Occupational Health and Safety Act* and its regulations.
- 17.02 The Parties agree to participate and 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.

- 17.03 The Employer 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.
- 17.04 The Employer shall provide information, instruction, and supervision to an employee to protect the health and safety of that employee.
- 17.05 The Union has the right to appoint and be represented by an employee representative from the bargaining unit on any applicable [\*Joint Health and Safety Committees\*](#).
- 17.06 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.
- 17.07 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.
- 17.08 The Employer will supply, and employees will wear/utilize, personal protective equipment and any other devices that the Employer requires employees to wear/utilize.
- 17.09 The Employer will provide the Union with copies of all Ontario [\*Workplace Safety and Insurance Board\*](#) (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

#### ***Payment for Injured Employees***

- 17.10 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment, the employee will not suffer any loss to their working terms and conditions of employment for that workday. If the injury is such that transportation immediately following the injury is required, the Employer will provide and pay for, or arrange and pay for, suitable transportation to a hospital, the employee's home, or other appropriate location.

#### ***Pregnancy***

- 17.11 If asked by a pregnant employee to request a workplace assessment in relation to their pregnancy, the employee's Manager/designate will submit an assessment request to the Department of Environmental Health and Safety (EH&S). The employee will have the right to have a Union Representative in attendance during the assessment. When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the Employer will arrange reasonable accommodation.

## **ARTICLE 18 – STAFFING RELATED ISSUES, PROBATIONARY PERIOD, SERVICE AND SENIORITY, AND JOB POSTING AND RECRUITMENT**

### ***Staffing Related Issues***

- 18.01 Employment as a Residence Don, Residence Life Assistant, Living Learning Community Don or a Don Designate is conditional upon being a full-time Queen's University student in good standing.

### **Probationary Period**

- 18.02 The probationary period is intended to be a period of time for the Employer to adequately evaluate the employee's skills and qualifications and to provide the employee with feedback regarding their performance and suitability for the position.
- 18.03 The normal probationary period shall commence from the first day of August Don Training and conclude the last day of Fall Term. If an employee commences employment after the normal start date (first day of August Don Training), the employee shall be placed on probation for a period of 15 weeks beginning the date of hire.
- 18.04 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.

### **Service and Seniority**

- 18.05 (a) The Employer will maintain a Years of Service date for each employee in the bargaining unit. Except as otherwise expressly stated, the Years of Service date will accrue year to year and will not be affected by an employee's summer break between appointments.
- (b) Seniority will be recognized following an employee's successful completion of their probationary period, at which time seniority will be recognized back to the commencement date of probation.
- (c) The Employer will provide the Union with an up-to-date [service and seniority list](#) of the employees in the bargaining unit twice each year, on October 1<sup>st</sup> and February 1<sup>st</sup> in electronic format (Excel and PDF).
- (d) The Employer will post a [seniority list](#) on the [Unions and Associations Human Resources](#) web site by October 1<sup>st</sup> and February 1<sup>st</sup> 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.
- (e) In the event that 2 or more bargaining unit members have the same most recent work term/contract date, their seniority ranking will be determined in accordance with the process determined by the Union. The Union will provide written instruction to the Employer as to the process it has adopted and will provide not less than 60 days' written notice of any change to that process.
- (f) Except as otherwise expressly stated, seniority will accrue year to year and will not be affected by an employee's summer break between appointments.
- (g) Except as otherwise expressly stated, seniority will be maintained and will not be affected by an employee's absence from work due to an approved sick leave, or other approved leaves provided for in this Agreement.
- (h) Subject to the Letter of Understanding regarding the First Seniority List at Page 44, 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 [Unions and Associations Human Resources](#) web site. If the employee's seniority is determined to be

inaccurate, it will be corrected. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.

- (i) An employee who leaves the bargaining unit but remains employed by the University in the United Steelworkers Local 2010 bargaining unit, and/or the United Steelworkers Local 2010-01 bargaining unit, will be credited with the seniority date they had on the date they left the United Steelworkers Local 2010-02 bargaining unit in the new bargaining unit, provided that the appointment date in either the United Steelworkers Local 2010 bargaining unit, and/or the United Steelworkers Local 2010-01 bargaining unit is not greater than 13 weeks from the termination of the employee's work term/contract for an appointment under this Collective Agreement. For clarity, the calculation of seniority for successive appointments held by an employee will be considered continuous if the break between appointments is not greater than 13 weeks.
  - Notwithstanding Article 18.05 (i) above, an appointment to a Residence Life Coordinator position in the United Steelworkers Local 2010 bargaining unit, in the same calendar year following the termination of their work term/contract under this Collective Agreement, would not constitute a break in service.
- (j) An employee who leaves the bargaining unit but remains employed by the University in the United Steelworkers Local 2010 bargaining unit, and/or the United Steelworkers Local 2010-01 bargaining unit, will be credited with the Years of Service date they had on the date they left the United Steelworkers Local 2010-02 bargaining unit in the new bargaining unit, provided that the appointment date in either the United Steelworkers Local 2010 bargaining unit, and/or the United Steelworkers Local 2010-01 bargaining unit is not greater than 13 weeks from the termination of the employee's work term/contract for an appointment under this Collective Agreement. For clarity, the calculation of Years of Service date for successive appointments held by an employee will be considered continuous if the break between appointments is not greater than 13 weeks.
  - Notwithstanding Article 18.05 (j) above, an appointment to a Residence Life Coordinator position in the United Steelworkers Local 2010 bargaining unit, in the same calendar year following the termination of their work term/contract under this Collective Agreement, would not constitute a break in service.

### **Recruitment**

18.06 Positions within the bargaining unit include, but are not limited to, Residence Don, Residence Life Assistant, Living Learning Community Don, or Don Designate. These positions are defined as:

- (a) **"Residence Don"** is a live-in leadership position for upper year students to support and educate residence students. Residence Dons build meaningful individual and community relationships, contribute to the safety and security of the residence buildings, and are responsible for the front-line implementation and support of the Residence Life Services mission.
- (b) **"Residence Life Assistant"** is a position that performs all the duties and expectations of the Residence Don position, as well as providing administrative and

team support to the overall program, specifically taking direction from the Residence Life Coordinator.

- (c) **“Living Learning Community Don”** is a position that performs all the duties and expectations of the Residence Don position and are required to mentor and facilitate additional educational opportunities for their assigned group of students who live within their specific Living Learning Communities.
- (d) **“Don Designate”** is a position that performs all the duties and expectations of the Residence Don position without being assigned a specific Residence Community. A Don Designate may or may not be assigned a Residence Community during their term of employment.

18.07 The Employer will maintain a list of qualified candidates that participated in the interview process but are deemed a “Don Designate”. An electronic copy of the Don Designate list will be provided to the Union at the conclusion of the hiring process.

18.08 Provided it does not conflict or interfere with their fulfilment of employment obligations, an employee may accept other employment either within or outside the University.

### **Job Posting**

- 18.09 (a) Subject to Article 18.11, all vacancies in the bargaining unit 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 Residence Life and Services website, currently [eRezLife](#) for at least 6 calendar weeks.
  - (b) Subject to Article 18.11, in the event that a position becomes vacant unexpectedly, such position may be filled by posting a notice of job vacancy on the [eRezLife](#) website for not fewer than 2 calendar weeks. In such cases, Residence Life and Services will make every effort to post for as long as is practicable.
  - (c) Applicants wishing to apply for a posted position must do so during the posting period stated on the job posting and in accordance with the manner set out in the job posting. It is the responsibility of each applicant to provide all information required in the job posting.
- 18.10 Each job posting must identify the following:
- (a) Date of posting and application submission deadline
  - (b) Job Title (Residence Don; Residence Life Assistant; Living Learning Community Don)
  - (c) Complete job description outlining job duties (Residence Don; Residence Life Assistant; Living Learning Community Don)
  - (d) Position numbers (Residence Don; Residence Life Assistant; Living Learning Community Don, Stayover Don)
  - (e) Skills and qualifications for the position
  - (f) Compensation
  - (g) Length of work term/contract
  - (h) Sample Hours of work/schedule
  - (i) USW Local 2010-02 as the bargaining unit
  - (j) Employment Equity and Accessibility Statement:

- The Employer provides support in its recruitment processes to applicants with disabilities, including accommodation that takes into account an applicant's accessibility needs. Applicants requiring accommodation during the recruitment process are asked to contact the Residence Life and Service Department at <insert email address> in advance of the process commencing.
- The Employer invites applications from all individuals, is committed to employment equity and diversity in the workplace, and welcomes applications from women, visible minorities, Indigenous Peoples, persons with disabilities, and persons of any sexual orientation or gender identity.
- In accordance with Canadian Immigration requirements, priority will be given to Canadian citizens and permanent residents.

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

- 18.11 The Employer is required to fill a vacant Residence Don position using the Don Designate List by seniority, until there are no other candidates on the Don Designate List. For clarity, the Employer must post a job vacancy for the positions of Residence Life Assistant and Living Learning Community Don should they become vacant. An electronic copy of the appointment letter will be provided to the Union.
- 18.12 Notwithstanding Article 18.09, the Employer is required to fill a Stayover Don position using the existing employee list by requesting availability on a voluntary basis for the Winter Closing.

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

#### New Employee Applicants

- 18.13 (a) The Residence Life and Service Department will receive all applications for job postings. Provided the application discloses the requisite skills and qualification, as set out in the job posting, the applicant will be interviewed.
- (b) The Employer recognizes its legal obligation to provide accommodations to applicants with disabilities and will provide support in its recruitment processes.
- (c) The Residence Life and Service Department will select the qualified candidates, taking into account factors such as the applicants' skills and qualifications.
- (d) When requested to do so, a representative of the hiring committee will meet with an applicant 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.

#### Returning Employee Applicants

- 18.14 (a) The Residence Life and Service Department will receive all applications for returning Residence Dons, Residence Life Assistants, and Living Learning Community Dons.
- (b) The Employer recognizes its legal obligation to provide accommodations to applicants with disabilities and will provide support in its recruitment processes.
- (c) When an employee has satisfactorily completed their probationary period, they shall be given the right of reappointment for the same position, provided they continue to

meet the conditions set out in the job description and file an application by the deadline.

- (d) The University agrees that the onus lies with the Employer to demonstrate that a returning applicant failed to meet the conditions set out in the job description.
- (e) Right of Reappointment shall be awarded on the basis of seniority.
- (f) When a returning employee has applied for a position not previously held, the Employer will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as the 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.
- (g) If the Union files a grievance disputing a hiring decision, the Employer will provide to the Union the hiring data including but not limited to, the rubric scoring and ranking of candidates, and the rationale for the decision not to hire an applicant.
- (h) When requested to do so, a representative of the hiring committee will meet with a candidate who failed to meet the conditions set out in the job description, and/or who was not the successful candidate for a position not previously held, to provide feedback and discuss how the employee might prepare for future job postings.

### ***Professional Development***

18.15 Should the Employer require attendance at any professional development seminars, workshops, conferences, etc., it is agreed the Employer will cover all costs associated with attendance including, but not limited to, travel, registration fees, etc. For the purposes of equitable scheduling, hours required at any professional development event will count as time worked for the employee and will result in a lighter schedule the following work week.

### ***Deemed Termination***

18.16 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;
- (b) is no longer a registered student; or,
- (c) is discharged for cause and is not reinstated;

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

## **ARTICLE 19 - WORKLOAD**

19.01 The Employer encourages regular discussion between employees and Managers/designates regarding workload and scheduling. 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 and scheduling discussions for maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss their concerns with their Manager/designate.

- 19.03 Managers/designates will allocate workload and schedules 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, or staff shortages.
- 19.04 An employee who has concerns about their workload and/or schedule should discuss them with their Manager/designate, 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 and scheduling discussions are not intended to prevent the Manager/designate from addressing performance issues.
- 19.05 If the matter remains unresolved, the employee and/or Manager/designate may advance concerns to the Director, Residence Life and Services/designate and a Union Representative for further discussion.

**ARTICLE 20 - HOURS OF WORK, MANDATORY TRAINING, AND SCHEDULES**

***Normal Hours of Work***

- 20.01 (a) An employee shall not be scheduled for team meetings, office hours, and/or on-call shifts, in excess of 30 hours per week.
- (b) An on-call shift will not be scheduled in excess of 11 hours per 24-hour period. Inclusive of an on-call shift, 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.
- (c) An employee shall not be scheduled for more than 2 on-call shifts per work week for a maximum of 22 on-call hours in a 7-day period.
- (d) An employee shall not be scheduled for more than 2 weekend shifts (Friday night and Saturday night) in a 4-week rotation.
- (e) In any event, an employee shall not be scheduled for hours of work in excess of 5 Points per week, according to the table below:

<b>Shift</b>	<b>Points</b>
Office Hours Shift (including team meetings)	1 point
Sunday – Thursday On-Call shift	1 point
Friday – Saturday On-Call Shift	2 points

- (f) Employees will provide their availability 10 business days in advance of the monthly schedule. The Employer will post the schedule 5 business days prior to the schedule effective date.

***On-Call Shifts***

- 20.02 The current practice of scheduling employees on-call shifts based on their preferred availability will continue.
- 20.03 During a scheduled on-call shift, employees will remain in their residence community and maintain access to an on-call phone and bag. Unless an employee is actively engaged in



responding to circumstances that arise during an on-call shift, the employee is entitled to sleep, eat, and otherwise pursue their own interests during scheduled on-call hours.

- 20.04 The current practice of allowing on-call shift exchanges and give aways between employees without Manager/designate approval will continue. It will remain the employee's responsibility to inform the Manager/designate of the change in schedule.

### ***Scheduling***

- 20.05 The Employer will make a reasonable effort not to schedule any employee for work shifts if it conflicts with:

- (a) An employee's observance of a religious holiday; or
- (b) The employee's attendance at a scheduled course, tutorial, practicum, or examination for academic credit at the University.

- 20.06 The current practice of scheduling employees work hours based on their preferred availability will continue.

- 20.07 The current practice of allowing shift exchanges and give aways between employees without Manager/designate approval will continue. It will remain the employee's responsibility to inform the Manager/designate of the change in schedule.

### ***Move-In Day***

- 20.08 The Employer will provide the employees and the Union with the Move-In Day schedule, in electronic format, no later than two calendar weeks before Move-In shifts commence.

- 20.09 Employees who are scheduled for an on-call shift on Move-In Day, shall not be scheduled to work in any other capacity during Move-In Day except for the floor meeting, community dinner, and drop-off at Orientation Welcome Home activities. For clarity, these activities shall not exceed 3 hours.

- 20.10 Employees who are not scheduled for an on-call shift on Move-In Day, shall not be scheduled to work for longer than 10 hours on Move-In Day. Each employee will be entitled to two 15-minute breaks at an appropriate time during the 1st and 2nd half of the workday, as well as a 1-hour lunch break approximately mid-way through a workday.

- 20.11 The Employer will provide a paid lunch voucher to all employees scheduled to work on Move-In Day, inclusive of those employees who are schedule to work an on-call shift in the evening.

### ***Annual Peak Periods of Work***

- 20.13 The Employer will provide the employees and the Union with the schedules for annual peak periods of work including but not limited to, Fall Orientation Week, Homecoming weekend, St. Patrick's Day (and associated weekend), December and April exam periods, and room checks, in electronic format, no later than two calendar weeks before any work shifts commence.

### ***Mandatory Employee Training***

#### **Training**

20.14 Any mandatory training required by the Employer will be paid according to the hourly wage as set out in Article 30.11.

#### **August Don Training**

20.15 The Employer will compensate each employee for every hour spent in mandatory in-person training in accordance with the hourly wage set out in Article 30.11.

### ***Additional Hours of Work***

20.16 Any employees approved to work in excess of 30 hours per week, shall be paid for every hour worked in accordance with Article 30.11.

## **ARTICLE 21 – ROOM ASSIGNMENT PROCESS AND ROOM ACCESS**

### ***Assignment***

- 21.01 (a) **Step 1:** by Accommodation
- i) Queen's Residence Health Accommodation Form
  - ii) Queen's Residence Non-Health Accommodation Form
  - iii) Service Animal Guidelines for Queen's University Residences
- (b) **Step 2:** by Operational Need per Building, with the Team needs identified by the Employer as:
- i) Gender
  - ii) Domestic vs. International
  - iii) Diversity
  - iv) Experience
  - v) Etc.
- (c) **Step 3:** by Employer Seniority
- i) Employer offer room assignment based on operational need in seniority order.
  - ii) An employee who has served 1 year or more in a high conduct building or floor, can refuse an assignment to such, and this refusal will not count as their 1 Right of Refusal in accordance with Article 21.02.

### ***Right of Refusal***

21.02 An employee may refuse their assigned room once. Those employees who have refused their assignment will be re-assigned based on operational need.

### ***Access***

21.03 When the Employer wants to enter an employee's room, the Employer will provide 24 hours written Notice of Entry, except in emergency situations.

## **ARTICLE 22 – WINTER CLOSING**

- 22.01 Employees will normally be scheduled to work the entire work term/contract, including all statutory holidays and Reading Weeks (except the Winter Closing).
- 22.02 Employees must return to Residences from the Winter Closing on the Sunday before classes resume in January.
- 22.03 Employees are required to stay in residence after the December and April exam periods, up to 24 hours after first-year residence student exams conclude to support students, the community and assist with operational needs. Employees will be given finalized dates each term, but no later than when the exam schedule is published each term.
- 22.04 With the exception of Stayover Dons, during the Winter Closing period employees are entitled to time off.

### ***Stayover Don***

- 22.05 A **Stayover Don** is an employee currently employed by Residence Life and Services and who volunteers to be available between the hours of 8pm and 7am for on-call response, during the Winter Closing when the University is closed.
- 22.06 Stayover Dons responding to calls on Main and West campuses will be provided taxi chits for transportation purposes.
- 22.07 Stayover Dons scheduled to work during the Winter Closing closure will be paid for all hours worked in accordance with Article 30.11.
- 22.08 The Employer will provide an electronic list to the Union of all employees who are working the Winter Closing, their wage rate, and the dates they are scheduled to work no later than December 15<sup>th</sup> each year.

## **ARTICLE 23 – LEAVES OF ABSENCE**

- 23.01 A leave of absence will not operate to extend or otherwise alter the end date of an employee's work term/contract.
- 23.02 Unless explicitly stated otherwise, in this Article “year” shall mean an August to April year.
- 23.03 An employee is entitled to take the paid and/or unpaid leaves of absence set out in the Ontario [Employment Standards Act, 2000](#), subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements. Such leave shall be arranged with the employee’s Manager/designate. If an employee exercises their right to a leave under the ESA, they will not suffer any changes to their working terms and conditions, including their room assignment.

### ***Bereavement Leave***

- 23.04 (a) Requests for Bereavement Leave submitted in accordance with this Article should be considered with proper sensitivity.
- (b) The Employer recognizes that bereavement leaves may occur during the term of employment for employees. These occurrences will be reviewed on a case-by-case

basis, but in no circumstance will the Employer grant less than 3 scheduled working days for bereavement leave.

### ***Compassionate Leave***

23.05 Important or unusual circumstances may make it necessary for an employee to be absent from work for short periods of time. If granted, such leave will be without loss of pay, if applicable. Each situation will be decided by the Manager/designate and in doing so they will not act in a manner that is arbitrary, discriminatory or in bad faith.

### ***Jury or Witness Duty***

23.06 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify their Manager/designate.

23.07 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 Employer is a party, provided that the employee provides their Manager/designate 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.

23.08 An employee who has been granted such leave will continue to be paid during their attendance for jury duty or under subpoena, as applicable, for all scheduled hours of work provided that they submit written confirmation of the date(s) and time(s) on which they appeared and/or served, from an authorized public official or the counsel of the party on whose behalf they have been subpoenaed.

23.09 If the Employer subpoenas the employee as a witness, all time spent in witness preparation with the Employer's counsel and all time spent in attendance under subpoena will be compensated, as applicable.

### ***Voting Day***

23.10 Each employee who is a Canadian citizen (including Indigenous 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.

23.11 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, at a time to be determined by their Manager/designate.

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

23.12 Employees are entitled to a Domestic or Sexual Violence Leave pursuant to the Ontario [Employment Standards Act, 2000](#).

23.13 In circumstances where the Employer is aware or ought reasonably to be aware that domestic violence may occur in the workplace, the Employer 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.

23.14 The employee will be entitled to be accompanied by a Union Representative or USW Staff Representative at any meeting held to discuss reasonable precautions within the workplace.

The Employer will inform the employee of the right to be accompanied by a Union Representative or USW Staff Representative prior to the start of any such meeting.

#### **ARTICLE 24 - SICK LEAVE**

- 24.01 Employees covered by this Collective Agreement who are sick or injured and unable to perform their duties for three consecutive days or more, are to notify their Manager/designate of their absence due to illness or injury.
- 24.02 Employees are eligible for time off for *bona fide* incidental absences due to illness and/or injury. The Employer will address excessive incidental absences, if any, through attendance management.
- 24.03 Employees shall not suffer a change to their working terms and conditions of employment for the duration of the sick period.
- 24.04 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.
- 24.05 On the fourth consecutive day of sickness or injury, an employee may be required to provide a physician's note confirming that the employee is medically unable to carry out normal duties due to illness or injury. 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.
- 24.06 An employee shall notify their Manager/designate as far in advance as possible of a scheduled surgery/procedure date.
- 24.07 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.
- 24.08 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 \$100.00 per certificate.

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

- 24.09 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.

- 24.10 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.
- 24.11 The Employer shall notify each employee who requires accommodation, or has applied for a room accommodation in accordance with Article 21.01 (a) (i & ii), and/or is returning to work from a leave that was due to a disability of their right to Union Representation.
- 24.12 With the written consent of the employee, the Union Representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee. 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.
- 24.13 A Union Representative or other appropriate representative will not suffer a loss of pay when meeting with the Employer regarding accommodation and/or return to work issues.

#### **ARTICLE 25 - EMPLOYEE FILES**

- 25.01 Personnel files are the property of the Employer. 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 Employer 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 Employer 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 - NEW TECHNOLOGY AND SUPPLEMENTARY TRAINING**

- 26.01 The Employer 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 their current position.

- 26.02 The Employer acknowledges the importance of Equity, Diversity, Inclusion, and Indigeneity (EDII) training, and will offer this type of training to employees during the term of this Collective Agreement.
- 26.03 The Employer acknowledges the importance of awareness and training of Sexual Harassment and Sexual Violence training, and will offer this type of training to employees during the term of this Collective Agreement.

#### **ARTICLE 27 - COMMITTEES**

- 27.01 The Employer will recognize USW Local 2010-02 on University committees where Union Representatives are allowed to participate.

#### **ARTICLE 28 – POSTING OF NOTICES AND SERVICES**

- 28.01 USW Local 2010-02 shall be permitted the use of bulletin boards and/or other equivalent electronic communication means, in each residence building 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 USW Local 2010-02 may use internal services, including telephones, campus email address, 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, 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 Parties agree to finalize this Agreement within 120 calendar days of its ratification by both Parties. The Employer will provide the Union with a final electronic copy of this Agreement in Word and PDF formats once finalized.
- 29.04 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply the Union with 25 printed copies of the Agreement. This Agreement will be posted to the [Unions and Associations Human Resources](#) website. In addition, the Employer will make the electronic Agreement available to all bargaining unit members by providing them with the website address.
- 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 – COMPENSATION, MEAL PLAN, AND EMPLOYEE BENEFITS**

The Union intends to submit monetary proposals of any and all types during the latter part of negotiations, and at such time(s) as the Parties agree to do so.

## **ARTICLE 31 - TERM OF AGREEMENT**

- 31.01 This Agreement shall be effective from August 1, 2023 and shall continue in effect up to and including July 31, 2026, 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.
- 31.02 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.
- 31.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on August 1, 2026, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

CONFIDENTIAL



**LETTERS OF UNDERSTANDING**

CONFIDENTIAL

**LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT**

Residence and University-wide policies (and procedures included therein) in force as at April 4, 2023 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 Employer and the Union will meet to discuss such change to the policy. The Employer shall consider the Union's comments in good faith.

***Don Training Manual***

The Employer will provide an updated copy of the Don Training Manual to each employee at the outset of the August Don Training. The Employer will provide an updated copy via email to each employee within 10 business days of any substantial changes being made to the Don Training Manual.

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## **LETTER OF UNDERSTANDING: FIRST SENIORITY LIST**

Notwithstanding Article 18.05 (h) of the Collective Agreement, after the date of ratification of the Parties' first Collective Agreement, an employee shall have until October 15, 2024, to challenge the accuracy of their seniority following the posting of the First Seniority List on the [Unions and Associations Human Resources](#) website.

If an employee is on an approved leave of absence at the time the First Seniority List is posted following ratification of the first Collective Agreement, they shall have until October 15, 2024, following the posting of the First Seniority List, or 30 days following their return from leave, whichever is later, to challenge the accuracy of their seniority.

In either of the above situations, if the employee's seniority is determined to be inaccurate as posted, it will be corrected. Such correction may be retroactive. After any such correction, the First Seniority List shall be deemed final for all purposes except in the case of clerical errors.

In the calculation of seniority, the Employer will account exclusively for all Don appointments in the employee's employment history, save and except breaks in years of service of greater than 1 Academic Year, when determining seniority date.

The following process has been established for submitting a challenge to the first seniority list:

- 1) An employee who wishes to challenge the accuracy of their seniority **must** complete a **Seniority List Challenge Form** and submit the form by email to [hr.reporting@queensu.ca](mailto:hr.reporting@queensu.ca). Forms submitted elsewhere **will not be reviewed**.
- 2) General inquiries with respect to your seniority date should be submitted by email to the Employer at [hr.reporting@queensu.ca](mailto:hr.reporting@queensu.ca), **or** the Union at [contact@usw2010.ca](mailto:contact@usw2010.ca).
- 3) The Seniority List Challenge Form must be received no later than:
  - (a) the end of business (4:30 p.m.) on the 30<sup>th</sup> calendar day following posting of the First Seniority List; or,
  - (b) 30 days following the employee's return from an approved leave of absence; whichever date is later.
- 4) Seniority List Challenge Forms received later than the applicable deadline will not be considered.
- 5) All challenges to the seniority list will be reviewed jointly by the Parties, following the submission deadline (challenges submitted after a return from an approved leave of absence will be reviewed on an ad hoc basis when they are submitted).
- 6) Following any necessary corrections, the First Seniority List will be deemed final for all purposes except in the case of clerical errors.
- 7) Employees who have the same seniority date will be ranked on the seniority list based on birth date within the year. The order of seniority for all employees who have the same seniority date will be determined based on this process after all challenges have been addressed.
- 8) Probationary Employees: Article 18.05 (b) of the Collective Agreement states: "Seniority will only be recognized following an employee's successful completion of the probationary period." Therefore, the names of employees who are still serving their probationary period when the first seniority list is posted are not included on the first seniority list.
- 9) The Employer will post the First Seniority List within 60 days of ratification of this Agreement.

## **LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS**

The Parties recognize that due to the part-time nature of the work term/contract within the bargaining unit, Union Officials (employees acting in their capacity as Unit Chairperson, Unit Recording Secretary, Unit Grievor, Union Representatives and Committeepersons) may be required to attend meetings with the Employer during their non-working hours.

To assist with the administration of the Collective Agreement by Union Officials, the Parties agree to the following:

1. The Employer has provided the Union with a lump sum payment of \$2,000. The purpose of this payment is to compensate Union Officials appointed to represent the bargaining unit on a Joint Health & Safety Committee (JHSC), for time spent during their non-working hours participating on a JHSC.
2. The Employer has provided the Union with a lump sum payment of \$9,500. The purpose of this payment is to compensate Union Officials for time spent during their non-working hours, in attendance at meetings **required** by the Employer, which include, but are not limited to:
  - (a) Regular bi-monthly meetings between the Local 2010-02 Unit Chairperson and an Employee/Labour Relations representative;
  - (b) Labour/Management meetings;
  - (c) Other University Committee meetings;
  - (d) Fact-finding meetings for disciplinary and investigative purposes;
  - (e) Grievance meetings and Arbitration hearings;
  - (f) Collective bargaining and conciliation meetings;
  - (g) Orientation;
  - (h) Employer's witness;
  - (i) Jury Duty.
3. The Union will administer payment to Union Officials, at the hourly wage rate set out in accordance with Article 30.11, for time spent in attendance at JHSC meetings and other meetings as referenced in paragraph 2 above, to a maximum of 7 hours per business day.
4. On or before May 31<sup>st</sup> of each year, the Union will provide the Employer with an Annual Statement, for the previous work term/contract period (~August to April 30<sup>th</sup>). The Annual Statement will be in excel format and contain the following information:
  - (a) the name of each Union Official who has received a payment(s) for attendance at a JHSC meeting;
  - (b) the name of each Union Official who has received a payment(s) for attendance at a meeting as referenced in paragraph 2 above;
  - (c) the date and time of the meeting(s);
  - (d) the purpose of the meeting(s), if unrelated to the JHSC;
  - (e) the length of time in attendance at the meeting(s); and
  - (f) the hourly wage rate.
5. Within 60 calendar days of receiving the Annual Statement, the Employer will provide the Union with a lump sum payment in the amount indicated in the Annual Statement. This amount will not exceed \$2,000 annually for JHSC meetings and \$9,500 annually for meetings as outlined in paragraph 2 above. The Union may use a surplus in one fund to offset a deficit

in the other fund. Any payment(s) determined by the Employer to have been made contrary to the provisions of this LOU, will not be included in the lump sum payment.

**LETTER OF INTENT: YEARS OF SERVICE AND SENIORITY BRIDGING**

The Parties agree that the seniority and Years of Service bridging language between the United Steelworker Local 2010 Units under Articles 18.05 (i) and (j) of this Collective Agreement, will be appropriately word smithed by agreement of the Parties, and included as a matter of housekeeping in the proper seniority clauses in each respective Collective Agreements in the next round of bargaining.

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