

REVISED MEMORANDUM OF AGREEMENT
(Hereinafter, referred to as "this Agreement")

BETWEEN:

QUEEN'S UNIVERSITY AT KINGSTON
(Hereinafter, referred to as "the University")

and

USW LOCAL 2010
(Hereinafter, referred to as "the Union")

(collectively "the Parties")

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

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

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

AND WHEREAS the Parties executed a Memorandum of Agreement on January 17, 2023, with the knowledge that a revised Memorandum of Agreement herewith, would be subsequently required to allow for implementation of an electronic platform capable of tracking Members requests for Remote Work Arrangements and changes to the Terms and Conditions document;

NOW THERETOFORE the parties agree as follows:

Employee Name:

Employee Number:

Scope of the Remote Work Arrangement ("RWA")

Each RWA is unique. Managers and employees are strongly encouraged to discuss at the outset, as well as on an ongoing basis, any factor that is known that could result in a potential change or termination of the RWA.

1. The employee's RWA will commence on <INSERT DATE> and shall remain in full force and effect until terminated in accordance with its terms.

2. The employee will generally work remotely <INPUT PERCENTAGE OF TIME WORKING REMOTELY> of their normal workweek. Completion of the table below is optional.

Day of the Week	Number of Hours of Work	Work Location "Remote" <u>OR</u> "University premises" <u>OR</u> "Hybrid"
Monday	<input>	<input>
Tuesday	<input>	<input>
Wednesday	<input>	<input>
Thursday	<input>	<input>
Friday	<input>	<input>
Saturday	<input>	<input>
Sunday	<input>	<input>

3. The employee’s core hours of work shall be <INSERT HOURS OF REGULAR DAILY SCHEDULE EG 8:30 AM to 4:30 PM MONDAY to FRIDAY>.

4. Deviations from the regular working hours must be reported to the employee’s manager (for example, personal appointments during the workday, lieu time, sick days, etc.), and be recorded in accordance with Departmental Procedures <or, if there is no Departmental Procedure: “in the employee’s Outlook calendar”>. If an office closure or an emergency excuses an employee from working on campus and work can still proceed at the employee’s remote worksite, employees are expected to continue working at their remote work location without interruption.

5. Missed time during the workday for personal appointments or responsibilities must be made-up by the employee unless the manager approved leave for that time. For example, a request for leave to attend a scheduled medical appointment or as a result of important or unusual circumstances that may make it necessary for an employee to be absent from work for short periods of time are subject to [U.S.W. Local 2010 Collective Agreement](#) provisions.

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

Agreement does not replace Employment Contract or Collective Agreement

7. During the term of their RWA the employee's employment will continue to be governed, and the employee is required to abide, by all terms and conditions of their existing employment contract and the [USW Local 2010 Collective Agreement](#), as well as all University policies, rules, practices or procedures, applicable legislation including the Ontario *Employment Standards Act, 2000* and the Ontario *Occupational Health and Safety Act*, and other applicable regulatory requirements.

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

Work Location and Workspace

9. The employee's remote work location is: <INSERT ADDRESS including street address, city, province and postal code (**and** contact information if it is different than on-campus contact information)> ("Designated Remote Work Location").

10. Employees must update their managers immediately of any planned change to their Designated Remote Work Location. Any change to a Designated Remote Work Location is strictly subject to advanced managerial approval. Unilaterally changing a Designated Remote Work Location without advanced managerial approval may result in immediate termination of the RWA.

11. With guidance from the Queen's Environmental Health and Safety Team, the employee will designate a suitable, ergonomically correct workstation that is dedicated for University work during working hours ("Designated Workspace") at the employee's Designated Remote Work Location.

12. The Employee agrees to maintain their Designated Workspace in a safe condition, free from hazards and other dangers to the employee and equipment.

13. The employee will not operate any business or work for another employer from the Designated Workspace when performing the duties and responsibilities of their University position.

Security, Privacy and Confidentiality

14. The employee must ensure:
 - a. that all work-related equipment, office supplies, documents, records, etc. ("University material"), shall remain in the Designated Remote Workspace. University material shall not be accessible to any other person who lives at, attends, or visits, the Designated Remote Work

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

Equipment and Office Supplies

- 15. The employee will be provided with the technical/electronic equipment required for their position (desktop, laptop, monitor(s) and printer/scanner as may be required for their work, etc.). This equipment is and shall remain the property of the University, irrespective of where it is located.
- 16. If the employee's RWA results in the employee working a hybrid schedule, with part of their work conducted on University premises and part of their time at their Designated Remote Work Location, the University will provide equipment for only one workstation.
- 17. The employee is responsible for setting up their electronic equipment in the Designated Workspace, with online support from the University's Information Technology Services Department.
- 18. Office supplies approved by the employee's manager (such as pens, paper, writing pads, notebooks, markers, highlighters, staples, post-it notes, replacement printer ink as may be required), must be

purchased in accordance with existing University ordering procedures.

19. Expenses for equipment and office supplies beyond the basic equipment and office supplies provided to employees who do not work remotely will not be reimbursed without prior written approval from the employee's manager in advance of the purchase.
20. The employee is responsible for the following, at their own expense:
 - a. High speed internet access, with a secure/password protected network, of sufficient quality and reliability to permit consistent and productive remote work;
 - b. Phone service, unless the employee has been issued a Qmobile device by their department;
 - c. Insurance for the Designated Remote Work Location;
 - d. All utilities at the Designated Remote Work Location;
 - e. Office furniture (e.g., desk, chair, shelves, filing cabinets) suitable for their work and their Designated Workspace;
21. The employee will maintain, repair, and replace all employee-owned furnishings and equipment at their own expense and time.
22. The University will, at its expense, maintain, repair, and replace University-owned equipment, except in the case of damage resulting from intentional actions or gross negligence of the employee or of any person the employee permits into the Designated Remote Work Location. In the event of prolonged repair or replacement of equipment, the University may require the employee to report to a designated workspace on campus until such time as the equipment has been repaired or replaced.
23. At the conclusion of any RWA, for any reason including the employee's employment ending, the employee will return all University material in the condition in which it was originally provided to the employee, except for normal wear and tear.
24. The employee will immediately inform their manager of any loss or damage to University material.

Working On-Campus

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

Overtime and Vacation

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

Dependent Care and Personal Responsibilities

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

Travel Expenses

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

Workplace Health and Safety

32. All remote work is to be conducted in the employee's Designated Workspace at the Designated Remote Work Location. The employee's Designated Workspace is considered a University workplace only in respect of the employee. The provisions of the Ontario *Workplace Safety and Insurance Act* (WSIA) apply to injuries arising out of and in the course of the employee's employment ("Workplace Injury"). The employee is required to report any Workplace Injury to their manager immediately. All claims will be handled in accordance with the University's standard procedure for WSIA claims. The employee agrees that a University representative may visit their Remote Work Location to investigate any injury or accident report and agrees to facilitate such a visit as soon as reasonably possible following the injury or accident. The employee further agrees to participate in the investigation as may be required.

33. The Designated Remote Work Location is exclusively under the control of the employee. As such, it shall not be recognized as a University workplace for purposes of any occupational disease.
34. The University's insurance coverage, including workers' compensation coverage, does not apply to injuries or damage suffered by the employee's family members or third parties in the Designated Workspace or at the Designated Remote Work Location. The employee is not permitted to meet with clients, their manager, co-workers, suppliers or other third parties, etc., in the Designated Workspace or at the Designated Remote Work Location without prior written authorization from their manager and Dean/Department Head/Vice-Principal or their delegate, as applicable.

Insurance

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

Taxes

37. The employee may be entitled to deduct certain expenses from their income arising from their RWA as per Canada Revenue Agency (CRA) guidelines.
38. It is the employee's sole responsibility to consult a qualified tax professional and the Canada Revenue Agency to obtain information about any tax implications of their RWA.
39. The University will not provide tax guidance to the employee, nor will the University assume or be responsible for any tax liabilities associated with the employee's personal income tax return.

Changes to a RWA

40. A request to change a RWA may be made at any time, by the employee providing a minimum of 30 calendar days' written notice to their manager. Approval of any employee-requested change is subject to the operational needs of the University, as determined by the employee's manager.
41. Managers can require a change to the RWA on an ongoing basis by providing the employee with a minimum of 30 calendar days' written notice; however, the employee may agree, in writing, to change or terminate the RWA sooner. In exceptional circumstances, it may not be feasible to provide 30 calendar days' notice of an ongoing change. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize

inconvenience to the employee to ensure a smooth transition back to campus.

42. Schedule changes will be addressed under Article 20.05 of the Collective Agreement

43. Any ongoing changes to the agreed RWA must be documented in writing and added to the employee's file, a copy of which will be provided to the Union.

Internal Transfers

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

Termination of a RWA

45. A request to end a RWA may be made at any time, by the employee providing a minimum of 30 calendar days' written notice to their manager. Approval of any employee-requested end to the RWA is subject to the operational needs of the University, as determined by the employee's manager.

46. Managers can terminate a RWA by providing the employee with a minimum of 30 calendar days' written notice; however, the employee may agree, in writing, to terminate the RWA sooner. In exceptional circumstances, it may not be feasible to provide 30 calendar days' notice. For example, when there is a risk to the safety of an employee, security of information, declining or unacceptable employee performance or for other important business reasons. In these instances, every effort will be made to minimize inconvenience to the employee to ensure a smooth transition back to campus.

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

Evaluation

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

* * * * *

Acknowledgement

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

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

Employee Name

Employee Signature

Manager Name and Signature

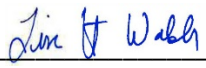
Department Head/VP Name and Signature

Date

General Terms and Conditions


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

QUEEN'S UNIVERSITY:

Per: 
 Lisa Walsh
 Senior Director, Employee and Labour Relations

Date: 2023/03/07

THE UNION:

Per: 
 Kelly J. Orser, President
 USW Local 2010

Date: April 18, 2023