

U1: UNION LANGUAGE PROPOSALS | USW LOCAL 2010

Proposed: December 13, 2024

FOR THE AMENDMENT AND RENEWAL OF THE
COLLECTIVE AGREEMENT BETWEEN:

QUEEN'S UNIVERSITY

-AND-

UNITED STEELWORKERS

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

ON BEHALF OF USW, LOCAL 2010, SUPPORT STAFF



These proposals are presented without prejudice to the interpretation of any of the existing clauses in the collective agreement.

The Union reserves the right to create new/additional proposals, add to, amend, delete, withdraw, or modify these proposals at any stage of the bargaining process. This includes the right to address any and/or all necessary housekeeping changes that may arise or be required.

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

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

E. & O.E.

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General

1. The Union will be proposing housekeeping changes throughout the Collective Agreement for Support Staff (Local 2010) to ensure consistencies and alignment with our two (2) Collective Agreements for Units 2010-02 (Academic Assistants) and 2010-02 (Residence Dons).
2. Change all references to the “University” to the “**Employer**”.
3. Change all references to the “Agreement” to “**Collective Agreement**”, as applicable.
4. Change the formatting for all number references in the Collective Agreement to reflect words and numbers (e.g., fifteen (15)).
5. Hyperlinks to be **maintained** to all references in the electronic copy of the Collective Agreement as follows:
 - a) *Ontario Labour Relations Act, 1995*
 - b) *Ontario Labour Relations Act, 1995, SO 1995, c1, Sch A*
 - c) *Human Rights Code*
 - d) *University's Harassment and Discrimination Prevention and Response Policy*
 - e) *Occupational Health and Safety Act*
 - f) *Employment Standards Act, 2000*
 - g) Joint Health and Safety Committees
 - h) Seniority List
 - i) University's Sick Leave Plan
 - j) University's Administrative Guidelines (for the University's Sick Leave Plan)
 - k) Employee and Family Assistance Program (EFAP)
 - l) Unions and Associations Human Resources website
 - m) Appendix H
 - n) *Pay Equity Act*
 - o) Amended Pay Equity Plan
 - p) Organizational Development and Learning Unit in Human Resources
 - q) Memorandum of Agreement on Vacation Scheduling (MOA) for 2nd Class Engineers in the Central Heating Plant
 - r) University's Travel and Expense Reimbursement Policy
 - s) Canadian Mortgage Housing Corporation
6. Hyperlinks to be **added** to all references in the electronic copy of the Collective Agreement to the following:
 - a) HR Job Evaluation and/or Re-evaluation Forms
 - b) Salary Grids
 - c) *(new)* Appendix I – University's Sick Leave Plan
 - d) *(new)* Appendix J – University's Administrative Guidelines for the Sick Leave Plan
 - e) *(new)* Appendix K – Terms of Reference, Joint Health and Safety Committees
 - f) *(new)* Standard Operating Procedure regarding “Foot Protection”
7. Document to be **added** to the Unions and Associations Human Resources website, are as follows:
 - a) HR Job Evaluation and/or Re-evaluation Forms

Cover Page of the Collective Agreement

1. **Effective date of renewed Collective Agreement** to be revised – see Articles 35.01 and 35.03 (Term of Agreement).

Land Acknowledgement (revised to Land and Indigenous Members Acknowledgement)

1. Change title above from “LAND ACKNOWLEDGEMENT” to “**LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT**”.
2. The Union is proposing the removal of “in the City of” and the addition of “Katarokwi” for all three (3) languages.

Queen’s University and the United Steelworkers, Local 2010 (the “Parties”) acknowledge that Queen’s University ~~in the City of Kingston~~/**Katarokwi** 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 raotinaakeráhsera, 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-maadookiwaad 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 gদিনাakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

Article 1 – Purpose of Agreement (revised to Purpose of Collective Agreement)

Change Article title from “Purpose of Agreement” to “Purpose of Collective Agreement”.

1.01 The general purpose of this **Collective** Agreement is to:

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

Article 2 – Recognition & and Scope (revised to Recognition and Scope)

Change Article title from “Recognition & Scope” to “Recognition and Scope”.

Note: The Union is proposing a new Letter of Understanding – Amendment to Article 2: Recognition and Scope Clause.

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

- (a) persons employed at salary grades 10 and above;
- (b) persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - i. The parties agree that the following persons shall be deemed to be employed in a confidential capacity in matters relating to labour relations within the meaning of 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - persons employed in the Human Resources Department;
 - persons employed in the Principal’s Office;
 - ii. For clarity, it is understood and agreed that the persons employed in the following offices are persons employed within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995:
 - the Provost and Vice-Principal (Academic)’s Office;
 - the Deputy Provost’s Office;

- the Office of the Vice Principal (Finance and Administration);
- the Human Rights Office;
- the Equity Office;
- the Office of the University Secretariat;
- the Office of Institutional Research and Planning;
- the Office of the Internal Auditor;
- the Office of Faculty Relations; and,
- University Relations (Communications)

iii. The ~~University~~ **Employer** will not add positions to the Offices/Units referenced in Article 2.01(b)(ii) for the purpose of improperly circumventing the inclusion of a position in the bargaining unit;

iv. **The Employer will not create new job classifications or positions for the purpose of improperly circumventing the inclusion of a position in the bargaining unit.**

v. **The Employer will not add positions to the Departments/Faculties/Schools/Units referenced below for the purpose of improperly circumventing the inclusion of a position in the bargaining unit;**

- **Office of the Provost and Vice-Principal (Academic)**
- **Office of the Vice-Principal (Finance and Administration)**
- **Office of the Vice-Provost and Dean (Student Affairs)**
- **Office of the Vice-Principal (Advancement)**
- **Office of the Vice-Principal (Research)**
- **Faculty of Arts & Science**
- **Faculty of Education**
- **Faculty of Engineering and Applied Science**
- **Faculty of Health Sciences**
- **Faculty of Law**
- **School of Business**
- **School of Graduate Studies**
- **Office of the University Registrar**

(i) persons employed for less than 14 hours per week (**casual**);

(j) persons employed on a temporary assignment for a period not exceeding **four (4) months (casual)**;

~~(k) persons employed on an *ad hoc* (casual) basis;~~

(l) persons employed on student contracts (**Work Study Program**).

2.02 (a) (new) The Parties agree that effective the date of ratification for the 2022 2024 Collective Agreement, for the purposes of determining whether employees are within the Bargaining Unit, Article 2 of the Collective Agreement (“Article 2”) will be interpreted as follows:

- ii. **The words, “all employees of Queen’s University in the City of Kingston who hold a general staff appointment”, will include persons who are working within the Province of Ontario and would otherwise be working from University premises in the City of Kingston if they were not engaged in remote work on terms approved by the Employer University.**

Article 3 – Definitions

3.01 In this **Collective** 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.

- (b) **"Agreement"** is the Collective Agreement between Queen’s University at Kingston, Ontario and the United Steelworkers and its Local 2010.
- (h) **“Department”** means an academic unit, an administrative unit, a centre, a division, an institute, or a school/**faculty**, as the context may require, **and as agreed upon between the Parties.**
- (i) **“Department Head”** refers to the head of an academic unit, an administrative unit, a centre, a division, an institute, or a school/**faculty**, as the context may require, **and as agreed upon between the Parties.**
- (k) **“Employer”** or **“the University”** refers to Queen’s University at Kingston, Ontario.
- (q) **“Parties”** are Queen’s University at Kingston, Ontario and the United Steelworkers.
- (x) **“University”** means Queen’s University at Kingston, Ontario.

Add: *(new)* **“electronic format”** means digital files of format other than print, that can be accessed using a personal computer, workstation, local area network, wide area network, intranet, the Internet, or other type of network, such as PDF’s, spreadsheets, slide presentations, etcetera.

Add: *(new)* **“electronic spreadsheet”** is a secure digital tool used for organizing, analyzing, and storing data in a tabular form. It consists of a grid of cells arranged in rows and columns, with consistent headers from month to month.

Add: *(new)* **“general staff appointment”** refers to all employees included in the bargaining unit except for staff covered by other memoranda of understanding, persons employed in any other bargaining for which another Union holds bargaining rights, or other separate employee categories and students (either graduate or undergraduate). General staff may hold continuing, continuing term, or term appointments.

Add: *(new)* **“just cause”** means standard to be met by the Employer when deciding to discipline or discharge an employee. The criteria that the Employer must meet is a clear and convincing burden of proof, evidence of progressive discipline and due process, assessment of mitigating and extenuating circumstances, and equity in execution of

discipline that is administered in a manner that is not arbitrary, discriminatory, or in bad faith.

Add: (new) “casual employee” means an employee who is not included in the bargaining unit and is employed for less than fourteen (14) hours per week, and/or on a temporary assignment for a period not exceeding four (4) months with no firm advance commitment to ongoing work.

Add: (new) “position number” is an identifying number assigned to a job for record keeping and tracking purposes. For record keeping and tracking purposes the following shall apply:

- i. **New Job** – new position number assigned
- ii. **Re-Evaluated Job** – same position number remains assigned
- iii. **Vacated Job** – same position number; if job will not be posted, the job shall be declared “Inactive”. At a future date, if the Employer determines that the job needs to be filled and posted in accordance with Article 18.07 (Job Posting), the job with the originally assigned/same position number will become “Active” and the job will be posted
- iv. **Eliminated Job due to Layoff** – same position number; job shall be declared “Eliminated”
- v. **Identical Job required to cover a Leave** – new position number assigned; when Leave concludes, the job with the previous/same position number will become “Inactive”

Add: (new) “Active” references the relationship between a position number assigned to a Job and confirms that an incumbent is currently appointment to a Job.

Add: (new) “Inactive” references the relationship between a position number assigned to a Job and confirms that the Job is vacant.

Add: (new) “incumbent” means the employee currently employed, or most recently employed, in a Job with an assigned position number.

Add: (new) “Temporary Layoff” is a layoff that shall not exceed thirteen (13) weeks.

Add: (new) “Layoff” is an involuntary separation from employment due to operational consideration. A Layoff is a layoff for which no date for return to work is specified.

Article 4 – Union Dues

Employee Information (revised sub-heading)

Change sub-heading from “Information” to “**Employee Information**”.

4.07 On the date of hire, the **Employer University** shall advise each new employee of the name of their Union Representative and the Local Union President and provide their email addresses. ~~Within 90 calendar days from the start of employment, new employees shall be allowed 1.5 hours including travel time to attend a Union orientation session, which will be attended by no more than 2 Union~~

~~Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.~~

~~4.08 The Union will provide the University with a schedule of its orientation sessions, which shall not occur more than once per month.~~

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

4.0810 The **Employer University** will provide the Union with a copy of the **most current** job description/profile and appointment letter, in electronic format, including salary, grade, step, position number, **remote work details**, and department for each new **employee** appointment in the bargaining unit, no later than **thirty (30)** days after the **Employer University** has received a copy of the signed appointment letter back from the individual.

Union Orientation (new sub-heading)

~~4.09~~ 08 The Union will provide the **Employer University** with a schedule of its orientation sessions, which shall not occur more than once per month.

4.10 09 (a) Within **ninety (90)** calendar days from the start of employment, new employees shall be allowed **one and a half (1.5)** hours including travel time to attend a **mandatory** Union orientation session, which will be attended by no more than **two (2)** Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.

(b) The **Employer University** will notify any new employee of the dates of the next scheduled **mandatory** orientation session.

Data Provided by Employer (new sub-heading)

4.11 On **the last day of each month** ~~January 31st, April 30th, July 31st, and October 31st~~ of each year the **Employer University** will provide the Union with a report in **electronic spreadsheet** format listing bargaining unit members, which will include, to the extent it is recorded in the **Employer's University's** Human Resources Management System (**HRMS**), each employee's:

- (a) **legal full name** (last, first, middle);
- (add) preferred name;**
- (add) pronouns;**
- (b) employee number;
- (c) home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information **to the Employer**;
- (d) position title;
- (e) grade and step;
- (f) **appointment** status (continuing, **continuing term**, or term);
- (g) salary **and step**;
- (h) campus email address;
- (i) campus mail address;
- (j) department

- (k) gender identity. It is acknowledged that this information is collected by the Employer at the time of initial onboarding, and it is solely the responsibility of each employee to provide updated gender identity information to the Employer if desired;
 - (l) position number;
 - (add) position number/Job status (Active or Inactive);**
 - (m) Pregnancy/Parental Leave, if applicable; and,
 - (n) Unpaid Leave of Absence, if applicable;
 - (add) personal email address;**
 - (add) personal cell phone number;**
 - (add) years of service date**
 - (add) resignation date;**
 - (add) retirement date;**
 - (add) remote work status (not employee requested remote work arrangement details);**
 - (add) start and end dates for term appointments; and,**
 - (add) annual start and end dates for continuing term appointments.**
- 4.12 The **Employer University** will notify the Union of USW bargaining unit members that have an approved retirement date.
- 4.13 On a ~~monthly~~ quarterly basis, the **Employer University** will provide the Union with a list of USW bargaining unit members on the accommodation list **in electronic format.**
- 4.14 On or before January 31st of each year, the Employer will provide the Union with a listing, in **electronic spreadsheet** format, of departments, positions, associated position numbers, and current incumbents, that are subject to Articles 20.23 (a) and (b) relating to ~~Averaging~~ **Averaged bargaining unit positions** and the Letter of Understanding regarding Travel Time Credit.
- 4.15 **On or before January 31st of each year, the Employer will provide the Union with a listing, in electronic spreadsheet format, of departments, positions, associated position numbers, and current incumbents, that are subject to Article 20.07 (a) relating to Variable Hours of Work.**
- 4.16 **On a monthly basis, the Employer will provide the Union with a list in electronic spreadsheet format of all employees whose status is in accordance with Article 2.01 (i), (j), (k), who work more than ten (10) hours per week, including full name, gender identification, employee number, department, position title, position number, status (temporary assignment, less than 14 hours per week), wage details, campus email address, and appointment start and end dates.**
- 4.17 **On the last day of each month the Employer will provide the Union with a report in electronic spreadsheet format, outlining job posting data, which will include the following:**
- (i) job posting number**
 - (ii) positions number**
 - (iii) job title**
 - (iv) posting start and end dates**
 - (v) total number of applicants for each job posting**
 - (vi) number of bargaining unit members who applied as redeployment and internal candidates**
 - (vii) number of non-bargaining unit applicants**

(viii) number of external applicants

Article 5 – Management Rights

5.01 The Union recognizes that the management of Queen’s University is fixed exclusively in the **Employer University** and without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this **Collective** Agreement, it is the exclusive function of the **Employer University** to:

- (e) hire, **facilitate training and onboarding**, 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,

Article 6 – No Strikes or Lockouts (revised to Strikes or Lockouts)

Change to Article heading from “No Strikes or Lockouts” to “~~No~~ **Strikes or Lockouts**”.

6.01 There shall be no strike or lockout during the term of this **Collective** 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").

6.03 During any legal strike by another bargaining unit against the **Employer University**, or during any lockout of another bargaining unit by the Employer, ~~University, employees may perform the work of striking or locked-out employees, but the University cannot require them to do so-~~ **employees have the right to decline to perform the work of striking or locked-out employees.**

6.04 *(new)* **No employee shall be disciplined for refusing to cross the picket line of another bargaining unit that is engaged in a legal strike against the Employer or has been locked out by the Employer, if any of the following applies:**

- (a) The employee has reasonable grounds to believe that their personal safety may be jeopardized.
- (b) The employee has scheduled duties that would be affected by their declining to cross the picket line of another bargaining unit, but has advised the appropriate Manager/delegate as early as reasonably possible, and has made alternate arrangements for carrying out the scheduled duties, including by not limited to, performing the duties remotely.
- (c) Any dispute about any aspect of this provision or its application is subject to the grievance procedure pursuant to Article 12.

6.05 *(new)* **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 there will be a joint Labour/Management Committee (“LMC”) for all Queen’s employees represented by USW, consisting of **four (4)** representatives from the **Employer University** plus **three (3)** Human Resources Staff and **five (5)** representatives selected by the Union, plus the USW 2010 Local Union President or designate. The USW Staff Representative may also attend such meetings. Meetings will be held no less than **quarterly bi-monthly** and **will be coordinated with the Local 2010-01 (Academic Assistants) and Local 2010-02 (Residence Dons) bargaining units**. The Parties may agree to hold ad hoc LMC meetings in between the bi-monthly meetings as they deem necessary.
- 7.04 The LMC has no authority to alter, modify or amend any part of the ~~€~~Collective ~~a~~Agreement.

Article 8 – Union Representation

University Committees

- 8.03 A bargaining unit member appointed or invited to serve on a University **and/or Department** Committee as a representative of the Union will be granted time away from work with pay for the meeting time. **The Employer will endeavour to include bargaining unit members on University and/or Department Committees. A bargaining unit member may submit a request to serve on a University and/or Department Committee.** All ~~requests~~ requirements for time away from work under this Article shall be submitted to the employee’s Manager/designate with as much advance notice as possible. Union Representatives shall report back to their Manager/designate when the meeting ends. Paid time away from work under this Article shall not extend beyond normal working hours.

Temporary Leave for Union Business (revised sub-heading)

Change sub-heading from “Leave for Union Business” to “**Temporary** Leave for Union Business”.

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

Union Leave

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

- 8.17 Employees on a Union Leave shall be entitled to apply for positions that are posted in the bargaining unit during their leave. If the employee is the successful applicant for the posting and if they accept the position, the employee will ~~be required to assume the position on the stated commencement date of the appointment and the Leave shall come to an end at that time~~ **have the option to either accept the position immediately and end their Union Leave or defer acceptance until they no longer have a release position with the Union.**

Article 9 – Bargaining Committee

- 9.01 The **Employer** ~~University~~ will recognize a Bargaining Committee composed of up to **seven (7)** members, one of whom shall be the President, of the bargaining unit. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours without loss of pay while participating in collective bargaining **and including up to the commencement of conciliation.**
- 9.03 The **seven (7)** employees who are members of the Union's Bargaining Committee shall be given up to ~~3 six (6)~~ **twelve (12)** half days each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining. Additional unpaid time will, subject to operational requirements, be granted.

Article 11 – Discipline and Discharge (formerly Grievance Process)

For consistency across USW Collective Agreements, the Union proposes to switch Article numbers/clauses as follows:

- Article 11 now Discipline and Discharge [*formerly Grievance Process*]
 - Article 12 now Grievance Process [*formerly Discipline and Discharge*]
- 11.01** Subject to Article **11.02**, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause. **The Employer and the Union recognize the principle of progressive discipline with the aim of being corrective.**
- 11.02** 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, **including suspension or discharge**, unless the disciplinary decision was **arbitrary, discriminatory, or in bad faith or otherwise** contrary to Article 5.02.
- 11.03** **An employee who has been disciplined, suspended or discharged will be given the reason(s) therefor immediately and, within three (3) business days, such reason(s) will be confirmed in writing to the employee and the Union.**

Representation (new sub-heading)

- 11.04 (a)** **An employee will be entitled to be accompanied by their Union Representative at any disciplinary fact-finding meeting, including at a meeting that may result in discipline related to poor performance.**

- (b) Prior to such meeting taking place the Employer will advise the employee that:
 - i. the meeting is disciplinary in nature;
 - ii. the reason(s) for the meeting;
 - iii. inform the employee of their right to Union Representation in accordance with 11.04(a) above; and,
 - iv. will inform the employee that they will have an opportunity to respond at the disciplinary fact-finding meeting.

- (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 (new sub-heading)

11.05 Within ten (10) business days of this disciplinary fact-finding meeting, or such longer period as may be agreed upon between the Parties, the Employer will inform 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 disciplinary fact-finding meeting.

11.06 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.

11.07 When making a disciplinary decision, the Employer will not consider any prior discipline after twelve (12) months from when the discipline was issued.

11.08 At the request of an employee, all such disciplinary records will be removed from the employee's personnel file after the twelve (12) months expires.

~~12.01 Subject to Article 12.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.~~

~~12.02 A probationary employee may be disciplined, including suspension or discharge, at any time during the probationary period; the probationary employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was contrary to Article 5.02.~~

~~12.03 At their request an employee will be entitled to be accompanied by their Union Representative at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance, unless the employee waives their right to have a Union Representative present. In circumstances where the employee waives their right to a Union Representative, the Union will be provided with a copy of the signed Union waiver upon consent of the employee. The University will inform the employee of the right to be accompanied by their Union Representative prior to the start of any such meeting.~~

~~12.04 When the University is considering disciplining an employee, the University will meet with the employee and a Union Representative unless the employee waives their right to have a Union Representative present. The University will advise the employee of the reason(s) for the meeting~~

~~and will provide the employee with an opportunity to respond. Within 10 business days of this meeting the University will advise the employee of its decision to impose discipline or not. The Union will also be informed of the decision if a Union Representative was present at the meeting. If the University requires additional time to complete its investigation prior to making its decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.~~

~~12.05 Any discipline that may be imposed on an employee will subsequently be confirmed in writing to the employee and a copy will be sent to the Union. Should the employee wish to respond in writing to the discipline, their reply will also become part of their personnel file, and will be subject to 12.07 below.~~

~~12.06 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within 3 business days, such reason(s) will be confirmed in writing to the employee and the Union.~~

~~12.07 When making a disciplinary decision, the University will not consider any prior discipline after the employee has worked for 12 months during which there has not been subsequent discipline imposed. At the request of an employee, all such prior disciplinary records will be removed from their personnel file.~~

Article 12 – Grievance Process (formerly Discipline and Discharge)

For consistency across USW Collective Agreements, the Union proposes to switch Article numbers/clauses as follows:

- Article 11 now Discipline and Discharge [*formerly Grievance Process*]
- Article 12 now Grievance Process [*formerly Discipline and Discharge*]

All clauses previously number 11.01 to 11.13 to be re-numbered to 12.01 to 12.13.

12.01 It is the mutual desire of the Parties that any complaint arising between the **Employer** University and an employee and/or the Union with respect to the administration, application, interpretation, or alleged violation of the **Collective** Agreement be addressed as efficiently as possible.

12.02 In the event of a disagreement between the **Employer** University and an employee and/or the Union as to the administration, application, interpretation, or alleged violation of the provisions of this **Collective** Agreement the following **Informal Resolution Request process** will be followed.:

Informal Resolution Stage (revised to Informal Resolution Request)

Change sub-heading from “Informal Resolution Stage” to “Informal Resolution Request”).

12.03 (a) The Parties agree that it is beneficial to workplace harmony that employees are empowered to resolve issues or complaints in a timely manner.

(b) It is agreed by the Parties that an employee may not file a grievance until they, either directly **with their Manager in accordance with Article 12.04 (a) below**, or through the Union **in accordance with Article 12.04 (b) below**, have first given their Manager an

opportunity to address the issue or complaint. ~~An employee, upon their request, may be accompanied by a Union Representative in such a meeting.~~

- 12.04 (a) When an employee meets with the Manager to given them the opportunity to address the issue or complaint, the this Informal Resolution Request process Stage must be initiated by the employee within fifteen (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. An employee, upon their request, may be accompanied by a Union Representative in such a meeting.**
- (b) Alternatively, **if requested by an employee**, the Union may raise the issue on behalf of the employee, in which case the Union will raise the issue or complaint directly with an Employee/Labour Relations Advisor within **fifteen (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.
- 12.05** If the issue or complaint is not resolved within **five (5)** business days after it has been brought to the attention of the employee's Manager or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following ~~s~~Steps of the grievance ~~process procedure~~ may be invoked. ÷

Step 1 Written Submission (new sub-heading)

- 12.06 ~~Step 1:~~** The aggrieved employee (the "grievor"), or a ~~USW Staff Representative/Union Representative/USW Staff Representative~~ on the grievor's behalf, may submit a written grievance to the Department Head/designate within **ten (10)** business days of the date the Informal Resolution ~~Request Stage~~ response was provided. The grievance should outline the facts giving rise to the grievance, the Article(s) of the **Collective** 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/USW Staff Representative~~ if available. The Department Head/designate will provide the grievor and the Union with a written response within **ten (10)** business days after the grievance was submitted.

Step 2 Meeting (new sub-heading)

- 12.07 ~~Step 2:~~** A grievance that is not resolved at Step 1 may, at the grievor's request, be submitted to the Senior Director, Employee/Labour Relations, or their specified designate within **ten (10)** business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Senior Director, Employee/Labour Relations, or their designate, will meet with the ~~USW Staff Representative/Union Representative/USW Staff Representative~~ who signed the grievance, or their specified designate, and the grievor within **ten (10)** business days after the date on which the Senior Director, Employee/Labour Relations received the grievance. At the Union's discretion, a USW Staff Representative may also attend the Step 2 grievance meeting. The Senior Director, Employee/Labour Relations, or their designate will provide the Union and the grievor with a written response within ten (10) business days after the Step 2 Grievance meeting.
- 12.08** A grievance alleging unjust suspension **and/or** discharge, **or** arising from accommodation and/or return to work issues, **or unresolved workload issues**, or involves a dispute regarding the **Employer's University's** determination that a position requires non-conforming hours of work as per Article 20.23 (a & b), will commence at Step 2.

12.09 Policy Grievance: 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 **fifteen (15)** business days after the occurrence of the facts giving rise to the grievance or within **fifteen (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.

~~12.10 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.~~

12.10 Group Grievance: A group grievance arises when **two (2)** or more employees wish to raise a matter arising from substantially the same alleged violation of this **Collective** Agreement. In the case of a group grievance, the Informal Resolution **Request Stage** shall be undertaken by the Union in accordance with Paragraph ~~11.04 (b)~~ **12.04 (b)**. Failing resolution of the matter after the Informal Resolution **Request, Stage**, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of **three (3)** grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.

~~12.11 A group grievance arises when 2 or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group grievance, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 11.04 (b). Failing resolution of the matter after the Informal Resolution, Stage, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.~~

12.11 Employer Grievance: 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 **ten (10)** business days of the meeting provided for in Step 2.

12.03 (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 Process may be waived by mutual agreement of the Parties.

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 **twenty (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.

~~13.03~~ In its written referral pursuant to Article 13.01, the referring Party will list ~~3~~ proposed arbitrators. If the responding Party does not agree to any of the ~~3~~ proposed arbitrators, it will propose ~~3~~ alternate arbitrators within ~~10~~ business days after receiving the arbitration referral.

13.03 In its written referral pursuant to Article 13.01, the referring Party will list **three (3)** proposed arbitrators. The responding Party **may agree in writing to one (1) of the three (3) proposed arbitrators** within ten (10) business days after receiving the arbitration referral, **or such longer period that the Parties may agree to. If the responding Party does not agree to any of the three (3) proposed arbitrators, it will propose three (3) alternate arbitrators within ten (10) business days, or a mutually agreed to longer period 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.**

Article 14 – Video Surveillance

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

14.01 In accordance with the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”), employees who are required to work in a designated area on campus where there are security cameras will be so advised through posted signage.

Article 15 – Whistleblower Protection

Note: The Union is seeking clarity regarding which Human Resources Representative Steelworkers should contact in Human Resources Office referenced below.

Reporting Actual or Suspected Violations

15.02 An employee may report a suspected or actual violation directly to their Manager or Department Head/designate or they may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.

15.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised. **In dealings with the Employer on matters related to a report of wrongdoing, an employee who is a complainant, respondent, or witness has the right to be represented or accompanied by a Union Representative.**

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.

Article 16 – No Harassment or Discrimination

16.03 (a) Harassment is defined as set out in the University’s *Harassment and Discrimination Prevention and Response Policy* and means: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This

includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and can include comment or conduct through any electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the Ontario [Human Rights Code](#).

- (b) Differences of opinion, personality conflicts, or disagreements between individuals are not generally considered to be Harassment.
- (c) **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.**

16.04 Discrimination is defined as set out in the University's [Harassment and Discrimination Prevention and Response Policy](#). Discrimination:

- (g) **"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."

16.06 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination **of employment**.

16.08 The ~~p~~Parties agree that allegations of discrimination and harassment should be dealt with **promptly** ~~in a timely manner~~; therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

~~16.09 The parties agree that the preferred method of handling complaints is to follow the procedures established by the University.~~

16.09 Complaints that arise within the course of employment will be investigated/handled through the University's [Harassment and Discrimination Prevention and Response Policy](#).

- 16.10** (new) For clarity, regardless of the University policy used in the investigation of complaints related to employment-based harassment or discrimination, the Employer recognizes the right of employees to be represented in accordance with Article 16.19.
- ~~16.1112~~ 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.
- ~~16.1113~~ An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Prevention and Response Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the ~~collective agreement~~ **Collective Agreement**.
- ~~16.1214~~ 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.
- ~~16.1315~~ Where a complaint is being addressed through the procedures outlined in the University's *Harassment and Discrimination Prevention and Response Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures have been completed.
- ~~16.14~~ An employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Once an application has been filed with the Tribunal all other related proceedings under this Article will be suspended and, applicable grievance and arbitration timelines will be extended until those proceedings are concluded.
- ~~16.1516~~ **An employee has the right to file a grievance under this Collective Agreement, or an application with the Ontario *Human Rights Code* Ontario on matters related to Code-based harassment and/or discrimination. It is understood that these matters will not be heard concurrently. If a matter proceeds at the Tribunal, the Parties agree to extend the related grievance timelines until such time that a decision is issued by the Tribunal. In the event the Tribunal refers the matter back to the grievance process, any applicable grievance timeline is preserved.**
- ~~16.1517~~ 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.
- ~~16.1618~~ In dealings with the **Employer University** on matters of personal or workplace harassment an employee who is a complainant, or respondent, **or witness** has the right to be represented ~~and an employee who is a potential witness has the right to be~~ or 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.
- ~~16.1719~~ Where there is a claim of harassment or discrimination and the **Employer University** decides to **remove an employee from the workplace and** place an employee on administrative leave

pending its investigation of the claim, the University shall continue the employee's wages and benefits during the investigation period.

Article 17 – Health and Safety

- 17.01 The **Employer University** is subject to the provisions of the Ontario Occupational Health and Safety Act and its regulations, including the provision that calls for a worker representative selected by the Union to serve on the University Joint Health and Safety Committees. It is agreed that the **Employer University** and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University. To this end, the Parties acknowledge and agree that all persons on University premises are required to comply with policies, procedures, regulations and standards relating to health and safety.
- 17.02 The **Employer University** recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training and the right to refuse unsafe work in accordance with the Ontario Occupational Health and Safety Act where there is an immediate danger to the employee's health and safety or to the health and safety of others.
- 17.03 **(new)** The Employer agrees to continue to provide training for the required certified worker representatives.
- 17.04 **(new)** The Employer will supply, and employees will wear/utilize, personal protective equipment, including face masks and hand sanitizer, and any other devices that the Employer requires employees to wear/utilize.

Joint Health and Safety Committees (new sub-heading)

- 17.0105 The **Employer** and the Union agree that a function of the Joint Health and Safety Committees will be to jointly develop agreed upon Terms of Reference governing the Joint Health and Safety Committee, no later than one (1) year following the date of ratification. These Terms of Reference shall be reviewed bi-annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference, as set out in **Appendix K**, will form part of this Collective Agreement.
- 17.0306 The Union will select a worker representative for each applicable Joint Health and Safety Committee formed under the Ontario Occupational Health and Safety Act. This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- 17.0407 A worker representative on a Joint Health and Safety Committee may become a certified worker representative on the Committee. The **Employer University** will provide the required training for certification at no cost to the employee or the Union.
- 17.0508 When a worker representative on a Joint Health and Safety Committee ceases to be employed in the bargaining unit, they will cease to be a worker representative on the Committee.
- 17.06 — The University will supply, and employees will wear/utilize, personal protective equipment, and any other devices that the University requires employees to wear/utilize.

17.09 The powers of a Joint Health and Safety Committee shall be too:

- (a) identify situations that may be a source of danger or hazard to employees;
- (b) make recommendations to the Employer and the employees for the improvement of the health and safety of employees;
- (c) recommend to the Employer and the employees the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;
- (d) obtain information from the Employer respecting:
 - (i) the identification of potential or existing hazards, materials, processes or equipment, and,
 - (ii) health and safety, experience and work practices and standards in similar or other industries of which the Employer has knowledge.

17.10 For the purpose of this Article, health and safety may include matters involving actual or potential issues related to workplace violence.

Safety Footwear (new sub-heading)

17.11 An employee who is required by the Employer to wear safety footwear on the job will receive, upon presentation of a receipt therefor, reimbursement up to \$200.00 per calendar year for the purchase of approved safety footwear. Safety footwear must comply with the University's Standard Operating Procedure regarding "Foot Protection," and be in serviceable condition as determined by the employee's Manager/designate.

Injured Employees (new sub-heading)

17.12 In the event an employee is injured on the job such that the employee is required to stop work and receive medical treatment, the employee will not suffer any loss of pay 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, or other appropriate location.

Pregnancy

17.0813 If asked by a pregnant employee to request a workplace assessment in relation to their pregnancy, the employee's Manager will submit an assessment request to the Department of Environmental Health and Safety (EH&S). When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the **Employer University** will arrange reasonable accommodation.

Article 18 – Probationary Period, Seniority, Job Posting, Layoff and Redeployment (revised title)

Change Article title from "Probationary Period, Seniority, Posting, Layoff and Redeployment" to "Probationary Period, Seniority, **Job** Posting, Layoff and Redeployment".

Probationary Period

Note: The Union wishes to have discussions with the Employer regarding Union Representation for employees progressing through their probationary period.

Conversion of Term Appointments to Continuing Appointments

18.03 A term appointment shall be deemed to be a continuing appointment to a position if the employee's length of consecutive term appointments ~~to the same appointment~~ exceeds **twenty-four (24)** ~~36~~ months.

18.04 If an employee's term appointment to a position expires but the employee is appointed to the same ~~position~~ ~~a~~ **or subsequent position** within **thirteen (13)** weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments ~~to the same position~~. However, it is understood that the intervening period between **two (2)** such appointments shall not be included in the calculation of the employee's length of consecutive appointments ~~to the same position~~.

Seniority

18.06 (e) (i) The **Employer** ~~University~~ will post a seniority list on the Human Resources web site by January 15th and July 15th of each year. The seniority list will include the name of each employee in the bargaining unit who has completed their probationary period and will indicate the employee's seniority date.

(ii) A copy of the seniority list will be provided directly to the Union, **which will include the employee number**, on or before January 15th and July 15th of each year in electronic **spreadsheet** format.

(f) Employees shall have the right to challenge the accuracy of their seniority for a period of 30 days from the date the seniority list is posted on the Human Resources web site. **The Employer will respond to the employee within 30 days from the date of receipt of the seniority challenge.** If the employee's seniority is determined to be inaccurate, it will be corrected. ~~Such correction will not be retroactive.~~ After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.

(h) University employees from outside the bargaining unit who **enter into the bargaining unit**, ~~become covered by the collective agreement will~~, after completing the probationary period, **will** have their seniority calculated on the basis of the employee's **initial appointment** ~~length~~ ~~of continuous service with the University from the date the employee in the bargaining unit was most recently covered under this collective agreement.~~

Job Posting

18.07 (a) Subject to Article 18.11, when the University decides to fill a vacancy in the bargaining unit it will be filled by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on the Human Resources website for at least **seven (7)** calendar days.

- (b) ~~The University may determine that a posted vacancy will not be filled.~~ **In the event the Employer determines that a vacancy will not be filled, the Employer will notify the Union in writing, providing justification, within ten (10) days of making the determination.**
 - (c) The Employer may only fill a vacated continuing, continuing term, and/or a term position with casual employee or student worker for a period of less than **four (4)** months. If the work normally assigned to bargaining unit members continues, the Employer will post the position in accordance with Article 18.07 (a) above. The Employer will meet with the Union to provide written notification and justification if there is a delay in posting the vacated position beyond four (4) months.
- 18.08 Each **job** posting must identify: the date of the posting, the date by which applications must be received, the job title, the appointment type (i.e., “continuing”, “term” or “continuing term”), the position number, the FTE of the position, the Department, salary grade, **hours of work, remote work details (if applicable), on-call requirements (if applicable)**, length of term, a **detailed job description of the work**, and the qualifications required. **For clarity, hours of work will indicate whether evening and weekend shifts are required.**
- 18.09 It is the responsibility of each applicant to set out in their application the skills, qualifications, abilities, and relevant experience, relative to the criteria stated in the job posting.
- 18.10 Prior to posting a position in the bargaining unit, the University will attempt to fill the **job position** with a University employee who requires accommodation pursuant to the Ontario *Human Rights Code*. **The Employer will notify the Union if a bargaining unit job is filled by a University employee requiring accommodation.**

Posting Not Required

- 18.11 (a) ~~Term appointments determined for renewal in accordance with Article 18.03 following ratification of this Agreement shall first be offered to the incumbent. if they have the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.~~
- (b) The **Employer University** is not required to post a position if the successful candidate rescinds their acceptance of the employment offer at any time within 2 weeks prior to the scheduled start date. The **Employer University** will reconsider the applicant pool from which the successful candidate was selected.
 - (c) The **Employer University** may, without posting:
 - ~~(i) Fill a vacancy associated with a pregnancy or parental leave, including vacation time taken contiguously.~~
 - ~~(ii) (i)~~ **(i)** Fill any other vacancy **no more than once** for a temporary period of less than **four (4)** months.
 - ~~(iii) (ii)~~ **(ii)** The **Employer University** will provide the Union with a copy of the appointment letter, in electronic format, for positions filled without posting pursuant to Article

18.11 (c) (i) and (ii) above, no later than 30 days after the **Employer University** has received a copy of the signed appointment letter back from the individual.

Application and Selection Process

~~18.12 (a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants will be interviewed first. However, after completing any interviews of internal applicants, the hiring Department retains the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant.~~

~~(b) The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.~~

~~(c) The University shall post the name of the successful applicant on the HR website within 10 business days of awarding the position.~~

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

18.12 (a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department.

(b) Employees who apply for a position as a Redeployment Candidate in accordance with Article 18.30, while they are still in the redeployment pool, and discloses the minimum requisite skills, qualifications, ability and relevant experience or equivalent as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the hiring Department.

(c) For clarity, the Redeployment Candidate will be interviewed and evaluated in accordance with Article 18.30 and notified in writing that they are not the qualified candidate, if applicable, prior to the hiring Department accessing the internal and/or non-bargaining unit applications from applicants.

(x) Internal applicants who meet the minimum qualifications will be interviewed first and will be entitled to time off work to participate in the interview process. External applications will be withheld from the hiring Department until the internal interviews have been completed and evaluated.

(x) If no internal applicants are deemed qualified, after completing interviews for internal applicants, the hiring Department retains the discretion to consider non-bargaining unit

applicants in the selection process. **Internal applicants will be given preferential hiring over external applicants when the hiring Department is evaluating similarly qualified applicants.**

- (x) The **Employer University** will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience, **and applicable legislation**. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified.
 - (x) When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.
 - (x) **The Employer shall award the position to the successful candidate within thirty (30) business days of the closing date of the posted vacancy. This time limit may be extended by mutual agreement of the Parties, which will not be unreasonably withheld.**
 - (x) The **Employer University** shall post the name of the successful applicant on the HR website within **(ten) 10** business days of awarding the position.
- 18.13 When requested to do so, a **managerial** representative of the hiring committee will **provide detailed feedback, either in writing or in person**, to an employee who was granted an interview but who was not selected as the successful candidate **regarding why the employee was not selected, referring to specific hiring criteria, and how they might prepare for future job postings. The managerial representative will respond to the employee within five (5) days of receipt of the request.**

Career Development Opportunities - Term Appointments

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

Layoff

- 18.15 (a) Operational reasons that may include, ~~budgetary constraints, discontinuance of funding,~~ organizational **change and** restructuring, reorganization of duties and responsibilities, ~~reduction of funding,~~ or technological change may make it necessary for a department to reduce the complement of employees in the bargaining unit by:
- (b) Non-bargaining unit individuals employed by the University shall not perform duties normally assigned to bargaining unit members if doing so will result in the layoff, or in a reduction of the regular work hours, of any bargaining unit member.

Layoff for Budgetary Reasons (new sub-heading)

Bargaining unit members holding general staff appointments as term appointments, continuing term appointments, and continuing appointments

- (c) shall be laid off only during a state of financial exigency;
- (d) shall not be laid off until efforts have been exhausted to alleviate the financial crisis by economies in all other segments of the budget and all reasonable means of improving the University's revenues have been exhausted; and,
- (c) For clarity, the Employer agrees that a change in the allocation of funding for general staff appointments will not result in a layoff or the reduction of positions in the bargaining unit.
- 18.16 At least **eight (8)** ~~3~~ weeks in advance of a layoff notice being issued, the Local Union President/designate shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.
- 18.17 Within **four (4)** ~~2~~ weeks of notifying the Local Union President/designate about the pending layoff, the **Employer University** will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the **Employer University** and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff. When requested to do so, the Employer will provide the Union with the job description(s) and the organizational chart(s) ~~if available~~.

Organizational Change

The Union intends to submit a proposal for Organizational Change.

Temporary Layoff/Reduction of Hours

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

- (b) (i) During a temporary layoff during which the employee works less than 40% of their FTE hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff:
University Pension Plan of Ontario (UPP)
- (c) (i) During a temporary layoff during which the employee works no hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff and provided the employee authorizes monthly direct banking debit for the employee share of the premium or contribution costs:
University Pension Plan of Ontario (UPP)

Layoff and Redeployment for Continuing and Continuing Term Appointments

Change the sub-heading from “Indefinite Layoff and Redeployment” to “Layoff and Redeployment for Continuing and Continuing Term Appointment”.

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

Completed Years of Continuous Service as at Date of Layoff Notice	Paid Weeks of Notice and Redeployment Period
During probationary period	3 Weeks
Completed probationary period but less than 4 Years	8 Weeks
4 but less than 5 Years	10 Weeks
5 but less than 10 Years	12 Weeks
10 Years	16 Weeks
11 Years	17 Weeks
12 Years	18 Weeks
13 Years	19 Weeks
14 Years	20 Weeks
15 Years	21 Weeks
16 Years	22 Weeks
17 Years	23 Weeks
18 Years	24 Weeks
19 Years	25 Weeks
20 or more Years	26 Weeks

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

18.27 The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which written notice of layoff is delivered by registered mail to the employee's address on file with Human Resources, whichever is earlier.

- (a) if an employee is on a leave of absence pursuant to the *Employment Standards Act, 2000*, **the notice period and entry into the redeployment pool will begin on the date the employee is scheduled to return to work from such leave. For clarity, if the Employer requires an employee to use accrued vacation entitlement at the end of such leave, the notice period and entry into the redeployment pool will begin on the date the employee returns to work from vacation;**
- (b) if an employee is ~~on~~ **receiving Workplace Safety and Insurance Board (WSIB) ~~WSIB~~ or on Long Term Disability (LTD) leave**, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
- (c) if an employee is on ~~sShort tTerm sSick lLeave~~, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
- (d) **if an employee is on any approved leave, including Career Development Leave or General Leave Without Pay, the notice period and entry into the redeployment pool will begin on the date the employee returns to work from such leave;**
- (e) **if an employee is on approved vacation leave, the notice period and entry into the redeployment pool will begin on the date the employee returns from vacation.**

Access for Redeployed Employees (new sub-heading)

18.29 (a) An employee who receives notice of indefinite lay-off due to the elimination of their position will enter the redeployment pool.

- (b) **The Employer will ensure the employee continues to have access to their NetID from the first day of notice, for the full notice and redeployment period. This shall include access to the following:**
 - CareerQ;
 - MyHR (without device compliance restrictions);
 - The Learning Catalogue;
 - Pension Self-Services; and,
 - Any other applications as requested
- (c) **In the event the NetID is deactivated and/or permissions are revoked by the Employer, the paid notice and redeployment period will be extended for the duration of the time the employee was unable to access their NetID. For clarity, employee access to their NetID will include the Employer providing the employee with a device or any other means of ensuring continued access.**

Redeployment Applications (new sub-heading)

- 18.30 (b) Provided that the employee's application is **submitted to received** by the Human Resources Department while they are still in the redeployment pool and discloses the **minimum** requisite skills, qualifications, ability and relevant experience **or equivalent** as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.
- (c) If the employee demonstrates the **minimum** requisite skills, qualifications, ability and relevant experience **or equivalent** to perform the work, the employee will be offered the position.
- (d) If **two (2)** or more employees from the redeployment pool are interviewed pursuant to (b) above, then the **Employer University** will select the qualified candidate, if any, **with the most seniority** in accordance with Article 18.12. (b).
- 18.31 An employee may elect to opt out of the redeployment pool, cease employment with the University, and receive severance pay at any time during the notice period as follows:
- (a) if the employee opts out of the redeployment pool within 30 days of receiving notice of layoff they will be entitled to receive **the remainder of their notice pay and** Enhanced Severance Pay in accordance with Appendix F.
- (b) if the employee opts out of the redeployment pool thereafter but prior to the end of their notice period they will be entitled to **the remainder of their notice pay and** receive Regular Severance Pay in accordance with Appendix F.
- 18.32 An employee in the redeployment pool who accepts a term appointment in the bargaining unit will, at the end of the term appointment, have the option to:
- (a) ~~return to~~ **remain in** the redeployment pool on an unpaid basis for the remainder of their original period of notice and/or redeployment period, or,
- (b) cease employment with the University and receive Regular Severance Pay in accordance with Appendix F.
- 18.33 An employee in the redeployment pool who accepts a term appointment in the bargaining unit will, remain in the redeployment pool for the duration of the term appointment.
- 18.3334 During the notice period an employee will remain enrolled in all premium-based benefit plan(s) in which they were enrolled on the date of notice of layoff.
- 18.35 *(new)* **An employee who has received notice of layoff and redeployment and who is the successful candidate for a position shall retain their current salary for the duration of their notice period, notwithstanding that they may commence the new position prior to the end of their notice period.**

No Layoff or Redeployment for Term Appointments (new sub-heading)

18.36

- (a) The *Layoff* provisions of this Agreement do not apply to a term appointment that continues to its stated end date.
- (b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with the *Employment Standards Act, 2000*. The employee will be placed in the redeployment pool for the duration of the notice period or until the original stated appointment end date, whichever is earlier. If the employee does not obtain alternate employment with the University during the applicable period, they shall be entitled to receive severance pay in accordance with the *Employment Standards Act, 2000*.

Article 19 – Workload

- 19.01 The **Employer** University encourages regular discussion between employees and managers regarding workload and priorities. This includes discussion about resources, advice and support to allow employees to manage their workload. **Excessive workloads are of concern to employees, the Union and the Employer.**
- 19.02 The Parties recognize the importance of regular workload discussions and maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss the **manageability of** their workload with their Manager/designate.
- 19.03 Managers/**designates** will allocate workload in a manner that is fair and reasonable, recognizing fluctuations in workload are normal **and acceptable as long as they do not become excessive.** ~~and~~ Workload may be impacted by numerous factors, including but not limited to seasonality, academic programming, staff shortages, **process improvements and efficiencies**, increased demands, ~~or~~ **and** shifting priorities.
- 19.04
 - (a) An employee who has concerns about their workload 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.
 - (b) Workload discussions are not intended to prevent the Manager/**designate** from addressing performance issues.
- 19.05 If the **workload issue(s)** ~~matter~~ remains unresolved **within five (5) business days after Article 19.04 (a) has occurred**, the employee and/or Manager/**designate** may advance concerns to the Department Head/designate for further discussion.
- 19.06 **Should the Department Head/designate fail to respond to the employee within five (5) business days following the date the unresolved workload issues were provided to the Department Head/designate, the grievance process may be invoked.**
- 19.07 **A grievance alleging unresolved workload issues will commence at Step 2 of the Grievance Process.**

Article 20 – Hours of Work and Overtime

The Union intends to submit proposals for Hours of Work and Overtime.

Article 21 – Paid Holidays

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

(b) **Truth and Reconciliation Day is not a paid holiday. However, an employee who wishes to attend one of Queen's Truth and Reconciliation Day ceremonies/programming during work hours will be allowed sufficient paid time to do so with the approval of their Manager/designate. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Truth and Reconciliation Day ceremony/program will be given sufficient time, up to a maximum of 4 hours, to do so, with the first hour as paid time; the employee must request leave from their Department Head/designate a minimum of two (2) weeks in advance of September 30th.**

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

New Year's Day*

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day*

Boxing Day*

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

21.05 Should a holiday enumerated in Article 21.02 fall on an employee's regularly scheduled day off and so long as the employee worked their full regularly scheduled shift immediately preceding and immediately following the holiday, the employee will receive an alternate day off with pay on a date that is mutually agreed between the employee and their supervisor, which date must occur not later than twelve (12) months following the holiday. An employee shall not lose the entitlement to an alternate day off with pay if the employee is absent on one or both of the

qualifying days referred to in Article ~~21.01~~ **21.02** due to an approved sick leave or any approved paid leave.

Winter Closing

21.10 Should an employee be scheduled to work on any day during the Winter Closing **closure** that the employee would not have normally worked if not for the closure, they will be paid in accordance with Article 21.07.

Article 22 – Vacations

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

Interruption of Vacation

- 22.08 (a) If ~~a an employee's staff member's~~ vacation is interrupted by a death for which they are entitled to Bereavement Leave then their entitlement to substitute Bereavement Leave for vacation shall be governed by Article 23.03.
- (b) If ~~a an employee's staff member's~~ vacation is interrupted by a serious illness or accident then their entitlement to substitute sick leave for vacation time shall be governed by Article 24.10.
- (c) **If a an employee's staff member's vacation is interrupted by circumstances for which they may be entitled to Compassionate Leave then their entitlement to substitute Compassionate Leave for vacation shall be governed by Article 23.04.**

Article 23 – Leaves of Absence

The Union intends to submit proposals for Leaves of Absence.

Article 24 – Sick Leave

The Union intends to submit proposals for Sick Leave.

Article 25 – Employee Personnel Files *(revised to Personnel Files)*

Change Article title from “Employee Personnel Files” to “**Personnel Files**”.

25.02 There shall be only **one (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 University** is considering disciplinary action, the employee’s prior disciplinary record can only be assessed based on the information contained in the employee’s official personnel file. **The Employer will maintain a log within each personnel file, of who accessed the file, and for what purposes and when.**

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. **At their request, the employee will be entitled to be accompanied by their Union Representative when reviewing their personnel file.**

Article 27 – Committees

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

27.01 (a) **The Employer will recognize USW Local 2010 on University committees where Union Representatives are allowed to participate. Such participation shall be pursuant to Article 8.03.**

(b) **USW shall have up to three (3) observers on the Board of Trustees.**

(i) **A properly designated USW observer shall receive notice of all meetings, and all documentation circulated to members of the Board, and shall be entitled to attend and participate in all meetings except for closed session portions. An observer may not vote on any issue.**

(c) **The President or designate of USW shall have a seat on Senate.**

Article 28 – Bulletin Boards/Space and Services

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

28.04 *(new)* **The Employer will maintain the "Allowed List" to safeguard the Union's email addresses (@usw2010.ca; @usw.ca; @usw.org), and the Union's preferred email platform, to ensure authorized access to bargaining unit employee Queen's email addresses.**

28.04 *(new)* **The Employer will provide the Union with a sponsored NetId with email (usw@queensu.ca), as well as authorized access to Office 365 resources (Teams, SharePoint, etc.),**

Article 30 – Job Re-evaluation and Dispute Resolution *(revised to Job Re-evaluation, Dispute Resolution, and Exclusions)*

Change Article title from "Job Re-evaluation and Dispute Resolution" to **"Job Re-evaluation, Dispute Resolution, and Exclusions"**.

Joint Job Evaluation and Re-Evaluation Committee (new sub-heading)

30.01 The Union intends to submit a proposal regarding a Joint Job Evaluation and Re-Evaluation Committee.

Job Position Numbers (new sub-heading)

30.02 The Parties agree to use a “position number” to be an identifying number assigned to a job for record keeping and tracking purposes. The Employer agrees to record and track position numbers as follows:

- (a) **New Job** – new position number assigned
- (b) **Re-Evaluated Job** – same position number remains assigned
- (c) **Vacated Job** – same position number; if job will not be posted, the job shall be declared “Inactive”. At a future date, if the Employer determines that the job needs to be filled and posted in accordance with Article 18.07 (Job Posting), the job with the originally assigned/same position number will become “Active” and the job will be posted
- (d) **Eliminated Job due to Layoff** – same position number; job shall be declared “Eliminated”
- (e) **Identical Job required to cover a Leave** – new position number assigned; when Leave concludes, the job with the previous/same position number will become “Inactive”

30.03 On a monthly basis, the Employer will provide the Union with a list in electronic spreadsheet format of all Jobs that have been identified with a status change of Inactive and Eliminated including full name, employee number, department, position title, position number, salary grade, appointment status (continuing, continuing term, or term), and appointment start and end dates, if applicable.

Exclusions from the Bargaining Unit due to Job Re-evaluation

~~30.01~~ The ~~Employer~~ University agrees to notify the Union in writing when a position that is in the bargaining unit is removed from the bargaining unit as a result of a job re-evaluation. For greater certainty, the ~~Employer~~ University agrees to provide such notice regardless of whether the position is required to be posted. The notification will be provided as soon as practicable, and in any event within ~~thirty (30)~~ days of the job re-evaluation being completed, and will state the exclusionary ground(s) upon which the University relies in asserting that the position is no longer in the bargaining unit. ~~The Employer will provide the Union with a copy of the re-evaluated bargaining unit job description and the newly excluded job description for review.~~

Job Re-Evaluation Process (new sub-heading)

30.042

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

(a) Employees shall have the right to request a re-evaluation of their position by submitting a **Re-Evaluation Request Form** to their Manager/designate.

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

Dispute Resolution (new sub-heading)

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

Exclusions from the Bargaining Unit due to Job Re-evaluation

30.061 The **Employer University** agrees to notify the Union in writing when a position that is in the bargaining unit is removed from the bargaining unit as a result of a job re-evaluation. For greater certainty, the **Employer University** agrees to provide such notice regardless of whether the position is required to be posted. The notification will be provided as soon as practicable, and in any event within **thirty (30)** days of the job re-evaluation being completed, and will state the exclusionary ground(s) upon which the **Employer University** relies in asserting that the position is no longer in the bargaining unit. **The Employer will provide the Union with a copy of the re-evaluated bargaining unit job description and the newly excluded job description for review.**

Article 31 – Pay Equity Plan and Maintenance

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

31.02 **The Amended Pay Equity Plan (“Plan”), as set out in Appendix L, will form part of this Collective Agreement.**

Article 32 – Compensation

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

Article 33 – Benefits

33.01 The **Employer University** shall continue to make available to the employees the plans as outlined below. These plans shall be administered in accordance with the policies and procedures established by the **Employer University** and/or the Insurer. **The Parties agree that benefits and benefit levels shall not change during the term of this Collective Agreement.** Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union.

33.02 (new) Retirement Age

- (a) Normal retirement age as defined under the [University Pension Plan Ontario](#) (the “UPP”) is sixty-five (65), however retirement at age sixty-five (65) is not mandatory.
- (b) An employee’s effective retirement date is the last day of the month in which an employee elects to retire.
- (c) Employees who elect to retire will endeavour, wherever possible, to notify their Manager/designate at least two (2) months prior to the retirement date.

33.03 Benefit Plan Details

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

Benefit:	Plan Details:
Accidental Death and Dismemberment, Critical Illness Insurance	Optional (premiums are 100% paid by the employee)
Basic Life Insurance	Group Life Insurance: maximum of \$200,000.00 coverage
Emergency Travel and Assistance	
Enhanced Dental Plan	Dental and orthodontic
Prescription drugs	Pay-direct drug card
	Dispensing Fee maximum of \$10 per prescription
	\$25 annual deductible
	Generic Substitution
Paramedical Services (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to \$400 per year per practitioner
Paramedical Services (physiotherapist)	80% reimbursement up to \$500 per year; no per-visit maximum
Registered Psychologists/Psychotherapists	100% reimbursement up to \$1,000 per year
Semi-Private Hospitalization	
Speech therapy	100% reimbursement up to \$1,000 per calendar year
Supplementary Medical Plan	
Vision (eye examinations)	Reimbursement to \$100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	Reimbursement to \$300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 3% per year (based on CPI)

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

- (a) Employees hired by the **Employer University** will be required to enrol in the Long Term Disability Insurance Plan (LTD). It is understood that when a bargaining unit member is placed on LTD their position will be held for a period of up to **three (3)** years.
- (b) Employees age **sixty-five (65)** and over are not eligible for coverage under this plan and will be unenrolled from the LTD plan approximately 6 months prior to their 65th birthday **by the Employer**.
- (d) **The Employer agrees not to increase the premiums for the LTD plan for the life of the Collective Agreement.**

30.06 *(new)* Employees in the bargaining unit shall be entitled to participate in the Employer's Employee and Family Assistance Program (EFAP).

Note: The Union wishes to discuss audit details with the Employer as it relates to bargaining unit members who are added and removed from the Benefit Plan on an ongoing basis.

Article 34 – New Technology

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

Article 35 – Term of Agreement *(revised title)*

Change Article title from "Term of Agreement" to "Term of Collective Agreement".

- 35.01 This Agreement shall be effective from January 1, ~~2025 2022~~ and shall continue in effect up to and including December 31, ~~2027 2024~~, and shall continue automatically thereafter for annual periods of one year, unless either Party notifies the other in writing within a period of **ninety (90)** calendar days immediately prior to the expiration date that it desires to amend the Agreement.
- 35.02 If notice of intention to amend the Agreement is given by either Party pursuant to the provisions of Article 35.01, such negotiations shall commence within **fifteen (15)** days thereafter or such other date as the Parties may mutually agree.
- 35.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on January 1, ~~2025 2022~~, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

[APPENDIX A: Tuition Support Plan](#)

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

[APPENDIX B: Tuition Assistance Program](#)

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

[APPENDIX C: Self-Funded Leave](#)

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

[APPENDIX D: Child Care Benefit Plan](#)

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

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

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

[APPENDIX F: Severance Pay](#)

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

[APPENDIX G: Salary Grids](#)

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

[APPENDIX H: \(New\) Process to address Re-Evaluation and Disputes Post-Implementation](#)

It is the Union's understanding that the Employer has been working on a revised Appendix H document. The Union would like to review this revised document with the Employer, at such time(s) as the Parties agree to do so.

[\(NEW\) APPENDIX I: Sick Leave Plan](#)

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

[\(NEW\) APPENDIX J: Administrative Guidelines for the Sick Leave Plan](#)

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

[\(NEW\) APPENDIX K: Terms of Reference for Joint Health and Safety Committees](#)

The Union is requesting that the Terms of Reference for the Joint Health and Safety Committee be appended to the Collective Agreement as Appendix K here.

(NEW) APPENDIX L: Amended Pay Equity Plan

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

Letter of Understanding: Central Heating Plant

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU), and the **Award (the "Award") rendered by Sole Arbitrator Ian Anderson dated May 5, 2017, and the Memorandum of Agreement on Vacation Scheduling dated July 4, 2018 (MOA)** for 2nd Class Engineers in the Central Heating Plant ("employees"). To the extent that a matter addressed in the Collective Agreement conflicts with this LOU and/or the **Award and/or MOA**, the provisions of this LOU and/or the **Award and/or MOA** on that matter will prevail.

Note: The Union wishes to discuss changes to the Rotational Schedule with the Employer.

1. Hours of Work and Scheduling

(a) Rotational Schedule

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

4. Overtime

- (c) **Overtime earned over the 4-week averaging period, as per 1 (a) (iv) above, shall not be reduced or discounted by any absence due to sick leave.**

7. Vacations

- (a) **Vacation requests will be determined pursuant to the Award rendered by Sole Arbitrator Ian Anderson dated May 5, 2017, the Memorandum of Agreement on Vacation Scheduling dated July 4, 2018 (MOA) for 2nd Class Engineers in the Central Heating Plant, and in accordance with 7 b to e below.**
- (b) Vacations will be scheduled in blocks of one week or two weeks. In special circumstances and subject to operational efficiencies, vacation time may be requested in blocks of time that are less than **one (1)** week. The Chief Engineer will consider and respond to such requests, which will not be unreasonably denied.
- (c) An employee shall submit their vacation request(s) in writing and shall receive a written response at least **eight (8)** weeks before the requested vacation date(s), provided that the vacation request was submitted with sufficient time to do so.
- (d) A summer vacation schedule shall be posted by June 1st each year, showing each employee's approved vacation time until the end of August.

- (e) While every effort will be made to honour approved vacation requests, the parties recognize that circumstances might arise subsequent to the approval that require vacation schedules to be adjusted, after discussion with the affected employee(s).

12. Labour Management Meetings

- (a) The Parties ~~may~~ **will** hold labour/management meetings for **one (1)** hour three **(3)** times per calendar year. The meetings will be attended by up to **two (2)** employees and **two (2)** members of management. Either Party may invite an advisor who can contribute constructively to items on the agenda.

- (c) To allow for preparation, each Party will give the other a list of ~~topics~~ **agenda items** to be discussed a week in advance of each meeting.

[Letter of Understanding: Travel Time Credit](#)

The Union and Employer are currently working on a revised LOU for Travel Time Credit.

[Letter of Understanding: Policies Affecting Terms and Conditions of Employment](#)

The Union proposes to **amend** the signature block dates/details and re-sign/renew this Letter of Understanding.

[Letter of Understanding: E.I. Premium Reduction](#)

The Union proposes to **amend** the signature block dates/details and re-sign/renew this Letter of Understanding.

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

The Union intends to submit proposals for the School of English LOU.

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

The Union intends to submit proposals for Residence Life Coordinators.

[Letter of Understanding: Posting of Continuing Appointments](#)

The Union proposes to **amend** the signature block dates/details and re-sign/renew this Letter of Understanding.

[Letter of Understanding \(“LOU”\) RE: Employee Group Benefit Plan](#)

The Union proposes to move the chart embedded in this Letter of Understanding and add to Article 33 Benefits, then **delete** this Letter of Understanding.

[Letter of Understanding: Remote Work Arrangements \(This “LOU”\)](#)

The Union intends to submit a proposal for the Remote Work Arrangement LOU.

[\(NEW\) Letter of Understanding: Student Wellness Services](#)

The Union intends to submit proposals for a new Letter of Understanding relating to Student Wellness Services.

(NEW) Letter of Understanding: Videoconferencing Specialists in Smith School of Business

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU) for Video Conference Specialists, Videoconferencing Systems Specialists, ~~and Systems Specialists~~ **and Studio Specialist** in the Smith School of Business ~~Videoconferencing Department~~ (the “Videoconferencing Specialist(s)”). To the extent that a matter addressed in the Collective Agreement conflicts with this LOU, the provisions of this LOU on that matter will prevail. For clarity, for any matters not addressed in this LOU, the Collective Agreement provisions on the matter will apply.

The **Employer** ~~University~~ will not add or create new positions within the **Smith School of Business** ~~Videoconferencing Department~~ for the purpose of improperly circumventing the application of this LOU.

For clarity, nothing in this LOU alters, amends, or supersedes the provisions of the Collective Agreement as per Article 20.05(a) *Schedule Changes*, or in relation to compensation for *Additional Hours of Work and Overtime* as laid out in Article 20.21.

For further clarity, the Videoconferencing Specialists do not fall under Article 20.05(b), or 20.23(a) or (b) of the Collective Agreement.

1. Hours of Work and Scheduling

- (a) It is understood that the normal work schedule, as outlined in [Attachment A](#) below, is based on three (3) Videoconferencing Specialists being employed in the Smith School of Business ~~Videoconferencing Department~~.
 - (i) The Department will be responsible for reviewing requests for additional programming and their impacts to Videoconferencing Specialists’ schedules (including Additional Hours of Work and Overtime, and Schedule Change provisions) and accepting or declining these requests. Additional requests for programming will not require employees to work overtime on a continuing basis. Overtime shall not be used as the “normal” operation of the department.
 - (ii) For clarity, the work week for the Videoconferencing Specialists is Sunday-Saturday. Videoconferencing Specialists are paid based on a 35-hour work week.
- (b) Notwithstanding the above, no later than November 1st of each year, the Videoconferencing Specialists will be provided with a schedule detailing the hours of work for the two (2) work weeks that overlap with the Winter Closing.
 - (i) The 12-week schedule rotation, as set out in Attachment A, will pause for the duration of this 2-week period and will resume immediately following.
 - (ii) The Department will endeavour to schedule the same number of hours for each Videoconferencing Specialist over this 2-week period each year.
 - (iii) Employees may indicate their preferences for work during the two (2) week period overlapping with the Winter Closing by October **20th of each year**.

For clarity, if a Videoconferencing Specialist requests vacation during their scheduled shift(s) during this period, said vacation hours will be considered scheduled hours for the sake of satisfying the obligations set out in this LOU.

Weekend Rescheduling Requests

(c) In the event that a Videoconferencing Specialist is scheduled to work a Saturday or Sunday shift and there are no programs scheduled on that day:

- (i) At their request, **one (1)** of the Videoconferencing Specialists may opt to work the same number of scheduled hours for either the Saturday or the Sunday in their regular schedule on **either the Wednesday, or Thursday** within the same work week (for example: during a work week from Sunday, January 1 until Saturday January 7; Sunday, January 1 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5. Likewise, Saturday January 7 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5.).
- (ii) Any such request will be made in writing at least **ten (10)** business days in advance, but no longer than **one (1)** month in advance, unless otherwise approved in writing by management.
- (iii) It is understood that such arrangements will be cost neutral to the **Employer University** and will not trigger overtime.
- (iv) In the event that two Videoconferencing Specialists both request to reschedule the same date; if the Videoconferencing Specialists cannot come to an agreement amongst themselves, preference will be given in order of seniority on a rotating basis.
- (v) It is understood that the approval of any such requests are subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory, or made in bad faith. Management will endeavor to respond to requests as soon as possible, but in any event, no longer than **five (5)** business days.

Employee Requested Flexible Hours of Work

(d) For clarity, Videoconferencing Specialists may request to adjust their hours of work under Article 20.08 *Employee Requested Flexible Hours of Work*.

2. Weekend Premiums

- (a) Employees required to work on weekends shall receive premiums as set out by Articles 20.28, 20.29, and 20.30 of the Collective Agreement.

3. Shift Differential

- (a) Employees whose hours of work regularly begin at 4:00 p.m. shall receive a shift premium as set out by Article 20.26 of the Collective Agreement.
- (b) Employees whose hours of work regularly begin at midnight or later shall receive a shift premium as set out by Article 20.27 of the Collective Agreement.

4. Overtime

- (a) Employees who are assigned to work additional hours, in excess of 35 hours per week, will be compensated pursuant to Article 20.21 of the Collective Agreement.

5. Vacation

- (a) It is understood that, while Article 22.02 of the Collective Agreement allots vacation entitlement as days, based on years of service, due to the varying number of hours per day that the Videoconferencing Specialists work, as outlined in Attachment A, vacation entitlements will be calculated on a basis of a **seven (7)** hours per day of entitlement to create an hourly vacation allotment for each Videoconferencing Specialist.

- (i) Requested vacation time will draw from the Videoconferencing Specialists' hourly vacation allotment based on the number of hours the Videoconferencing Specialist is scheduled for on the requested vacation day.

6. Distribution of LOU to Videoconferencing Specialists

- (a) The normal work schedule, as outlined in Attachment A, will be provided to applicants for Videoconferencing Specialist positions, at the time of their interview. A copy of this LOU will be provided to successful candidates as an appendix to their offer of employment, and subsequently reviewed with each Videoconferencing Specialist who is hired within the Department.

- 7. This Letter of Understanding will be posted on the Human Resources **Unions and Associations** web site upon execution.

- ~~9. The Parties agree to meet and review the contents of this LOU during the next round of bargaining (2024/2025) to make any amendments that the Parties may agree upon. Agreed upon amendments will be reflected as changes to the LOU, which will be included in the renewal Collective Agreement effective January 1, 2025.~~

Attachment A: Hours of Work and Scheduling for Videoconferencing Specialists' (new sub-heading)

	Core Studio Specialist Shifts						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Time	7.5 or 9.5	5 or 6.5 or 8.5	8.5 or 5	9	9	7 or 8.5	10.5
8:00	7.5 hour Shift (A+B) + 1 HR Lunch	6.5 hour Shift (B+C) + 1 hr Lunch	8.5 Hours + 1 Hour Lunch Break (C)	9 Hours + 1 Hour Lunch Break (C)	9 Hours + 1 Hour Lunch Break (C)	5 Hour Shift (A)	11 hour Shift (A+B) + 1 HR Lunch
8:30							
9:00							
9:30							
10:00							
10:30							
11:00							
11:30							
12:00							
12:30							
13:00	2 Hour Shift (B Cont.)	2 Hour Shift (C Cont.)	5 hour Shift (A)	6.5 Hour Shift (B Cont.)	2 Hours Shift Overlap + 1 hour Lunch	6.5 Hour Shift (B Cont.)	
13:30							
14:00							
14:30							
15:00							
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23:30							
		Shift Name	Total Hours	Shift Color		Combined	
		Option A Week	35	Core Shift Option A		A+B Shift	
		Option B Week	35	Core Shift Option B		B+C Shift	
		Option C Week	35	Core Shift Option C		C+A Shift	

Daily/Weekly Hours								
Shift Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Total
Option A Week	7.5	5	5	0	0	7	10.5	35
Option B Week	9.5	6.5	0	0	0	8.5	10.5	35
Option C Week	0	8.5	8.5	9	9	0	0	35

12 Week Rotation														
Rotation Review	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Days On	Days Off
Specialist #1	A	B	A	B	C	C	B	A	B	A	C	C	52	32
Specialist #2	B	A	C	C	A	B	A	B	C	C	B	A	52	32
Specialist #3	C	C	B	A	B	A	C	C	A	B	A	B	52	32

Dated this day of 2025

For the University:

For the Union:

Melissa Seal, Chief Spokesperson

Kelly J. Orser, Co-Chief Spokesperson

(NEW) Letter of Understanding: Commitment to Equity

The Union intends to submit a proposal for a new Letter of Understanding re: Commitment to Equity relating to USW Equity Representatives, University Committees, etc.

(NEW) Letter of Understanding: Monthly Bargaining Unit Lists

The Union intends to submit a proposal for a new Letter of Understanding relating to the monthly bargaining unit lists.

(NEW) Letter of Understanding: Reopener Clause

The Union intends to submit a proposal for a new Letter of Understanding re: Reopener Clause relating to constitutional rights, legislative changes, etc.

(NEW) Letter of Understanding: Temporary Work Outside of Canada

The Union intends to submit a proposal for a new Letter of Understanding re: Temporary work outside of Canada for bargaining unit members.

(NEW) Letter of Understanding: Amendment to Article 2: Recognition and Scope Clause

The Union proposes a new Letter of Understanding to amend positions within the meaning of section 1(3)(b) of the Ontario *Relations Act, 1995*, that are currently included under Article 2, Recognition and Scope, to better reflect the current and anticipated structure of the bargaining unit.

Positions Within the Meaning of Section 1(3)(b) of the Ontario Labour Relations Act, 1995

When negotiating the first Collective Agreement during the years 2011 and 2012, the Parties discussed and agreed upon additional positions that would not be included in the bargaining unit, as they fell within the meaning of section 1(3)(b) of the Ontario *Labour Relations Act, 1995*. The process resulted in an agreed-upon List (“the List”) comprising ninety-two (92) positions, within thirteen (13) Faculties/Schools/Departments/Units, embedded within Article 2 – Recognition and Scope.

The List of ninety-two (92) positions, within thirteen (13) Faculties/Schools/Departments/Units, is outlined below.

The Union is raising concerns regarding the need to revisit this List of positions based on the following:

- The List has not been reviewed by the Parties since 2011/2012 (~12 years).
- There are Faculties/Schools/Departments/Units who have changed their official names and are no longer supported by the Employer in their Human Resources Management System (HRMS) and need to be updated.
- The position numbers cited on the List are no longer supported by the Employer in their HRMS and need to be updated/corrected.
- Several of the position titles cited on the List have been revised by the Employer in their HRMS and need to be updated/corrected.
- The lack of a process whereby the Parties assess when a **new** position within any of the thirteen (13) Departments/Units is created, and whether it fulfills the requirements of a position within the meaning of section 1(3)(b) of the Ontario *Labour Relations Act, 1995*.
- The lack of a process whereby the Parties assess when a **current** position within any of the thirteen (13) Departments/Units is declared inactive or made redundant, and how it is removed from the list.

- There is no process currently whereby the Parties meet to discuss the rationale for a position to be considered within the meaning of section 1(3)(b) of the Ontario [Labour Relations Act, 1995](#).
- Further, there is no process whereby the Union is provided with a written notification of changes to the List (new/inactive positions added/removed).

The List:

iv.	For further clarity the parties agree that the persons employed in the following positions are persons employed within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995 :
	<p>A. Office of the Provost and Vice Principal (Academic)</p> <ol style="list-style-type: none"> 1. 08175 – Financial Coordinator, Agnes Etherington Art Centre 2. 28113 – Manager, International Projects & Initiatives
	<p>B. Office of the Vice-Principal (Finance and Administration)</p> <ol style="list-style-type: none"> 3. 04560 – Payables Supervisor, Financial Services 4. 04879 – Administrative Assistant, Information Technology Services 5. 04927 – Business Officer, Information Technology Services 6. 09176 – Assistant Chief Engineer, Central Heating Plant, Physical Plant Services 7. 09242 – Materials Supervisor/Buyer, Stores, Physical Plant Services 8. 18840 – Assistant Area Manager, Physical Plant Services 9. 21980 – Assistant Manager, Grounds, Physical Plant Services 10. 27613 – Institutional Projects Manager, Financial Services 11. 29931 – Accounting Manager, Financial Services
	<p>C. Office of the Vice-Provost and Dean (Student Affairs)</p> <ol style="list-style-type: none"> 12. 04760 – Coordinator, Athletic Therapy Services, Athletics & Recreation 13. 04761 – Manager, Finance and Administration, Athletics & Recreation 14. 12263 – Manager, Career Counselling, Career Services 15. 17526 – Administrative Assistant/Trademark Licensing Coordinator 16. 22484 – Manager, Sales & Marketing, Queen’s Event Services 17. 24968 – Manager, Finance, Residences 18. 25986 – Facilities Supervisor, Residences 19. 26026 – Facilities Supervisor, Residences 20. 26258 – Special Assistant to the Vice-Provost and Dean (Student Affairs) 21. 26570 – Facilities Supervisor, Residences 22. 27827 – Residence Desk Supervisor, Residences 23. 27940 – Operations Supervisor, Apartment & Housing 24. 27992 – Administrative Assistant to the Director of Athletics & Recreation 25. 30140 – Sales & Service Coordinator, Athletics & Recreation 26. Head Coaches and Assistant Coaches of University Sports Teams, Athletics & Recreation
	<p>D. Office of the Vice-Principal (Advancement)</p> <ol style="list-style-type: none"> 27. 11793 – Group Manager, Electronic Communications, Marketing & Communication 28. 18359 – Administrative Assistant 29. 25020 – Manager, Direct Response Appeals, Alumni Relations & Annual Giving

	<p>30. 26231 – Development Officer Stewardship, Development</p> <p>31. 26518 – Manager, Alumni Education Services, Alumni Relations & Annual Giving</p> <p>32. 28812 – Administrative Assistant</p>
	<p>E. Office of the Vice-Principal (Research)</p> <p>33. 19006 – Office Supervisor/Assistant to the Vice-Principal (Research)</p> <p>34. 28707 – Finance/HR Administrator</p>
	<p>F. Faculty of Arts & Science</p> <p>35. 01842 – Department Manager, Physics, Engineering Physics and Astronomy</p> <p>36. 02025 – Department Manager, Psychology</p> <p>37. 02081 – Senior Staffing Officer</p> <p>38. 02089 – Senior Assistant to the Dean</p> <p>39. 11990 – Administrative Assistant, Economics</p> <p>40. 16594 – Manager, Continuing & Distance Studies and Faculty Projects Assistant</p> <p>41. 16929 – Administrative Assistant</p> <p>42. 19574 – Manager International Programs Office</p> <p>43. 20790 – Assistant to the Associate Deans (Studies)</p> <p>44. 22781 – Administrative Assistant to the Associate Deans (Studies)</p> <p>45. 24137 – Staffing Administrative Assistant</p> <p>46. 27214 – Financial Officer</p> <p>47. 29890 – Staffing Administrative Assistant</p>
	<p>G. Faculty of Education</p> <p>48. 04219 – Manager, Graduate Programs & Bureau of Research</p> <p>49. 04340 – Placement Coordinator</p> <p>50. 18961 – Administrative Assistant to the Associate Dean</p> <p>51. 25352 – Executive Assistant to the Dean & International Officer</p>
	<p>H. Faculty of Engineering and Applied Science</p> <p>52. 03018 – Departmental Administrator, Chemical Engineering</p> <p>53. 03122 – Administrative Assistant/Department Manager, Electrical and Computer Engineering</p> <p>54. 03166 – Machine Shop Technical Supervisor, Mechanical and Materials Engineering</p> <p>55. 03218 – Administrative Assistant, Robert M. Buchan Dept. of Mining</p> <p>56. 03233 – Senior Staffing Officer</p> <p>57. 03235 – Awards Officers, Admissions & Accreditation Assistant</p> <p>58. 20056 – Administrative Assistant to the Dean</p> <p>59. 26261 – Staffing Assistant and Administrative Assistant to the Associate Dean</p> <p>60. 27905 – Financial and Operations Officer</p>
	<p>I. Faculty of Health Sciences</p> <p>61. 02774 – Senior Staffing Officer</p> <p>62. 02777 – Administrative Assistant</p> <p>63. 02787 – Undergraduate Program Manager, School of Medicine</p> <p>64. 02992 – Administrative Coordinator, School of Rehabilitation Therapy</p> <p>65. 12372 – Manager, Continuing Professional Development</p>

	<p>66. 21808 – Project Manager, Centre for Neuroscience Studies 67. 13458 – Staffing Assistant 68. 15233 – Manager, Building Operations and Projects 69. 17609 – Facility Manager, Animal Care Service</p> <p>70. 19884 – Assistant Office Manager, School of Medicine 71. 20636 – Administrative Secretary 72. 21503 – Staffing and Research Officer, Medicine 73. 23497 – Administrative Secretary 74. 23884 – Administrative Secretary 75. 24981 – Faculty Support Coordinator, Family Medicine 76. 28052 – Assistant to the Associate Dean, Post Graduate Medical Education 77. 29900 – Manager of Education, Family Medicine 78. 30657 – Human Resource Coordinator, Family Medicine</p>
	<p>J. Faculty of Law 79. 03320 – Administrative Assistant 80. 27068 – Finance Manager</p>
	<p>K. School of Business 81. 02234 – Human Resources/Facilities Management Coordinator 82. 15760 – Associate Director, Commerce Program 83. 21790 – Administrative Assistant 84. 25373 – Program Planning Manager 85. 26024 – Manager, Fit to Lead 86. 27520 – Manager, Web Marketing 87. 28624 – Administrative Assistant to the Dean 88. 29948 – Administrative Assistant</p>
	<p>L. School of Graduate Studies 89. 23042 – Program/Conference Team Manager, Industrial Relations Centre 90. 28896 – Administrative Secretary to the Vice-Provost and Dean</p>
	<p>M. Office of the University Registrar 91. 22832 – Admission Manager, International 92. 26637 – Communication Manager</p>

[Memorandum of Agreement \(“MOA”\) RE: Recognition of Indigenous Peoples](#)

The Union proposes to **delete** this Memorandum of Agreement.

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

The Union proposes to **amend** the signature block dates/details and re-sign/renew this Memorandum of Agreement.