Renewed Collective Agreement Highlights: Queen’s University and USW Local 2010
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</table>
PART ONE: HOUSEKEEPING CHANGES

- Housekeeping Changes pursuant to the Pension MOA
- Changed all references to “Steward(s)” to “Union Representative”
- Changed all references to District 6 personnel currently written as “Union Representative” to “USW Staff Representative”
- Changed all references to “Director, Employee/Labour Relations” to “Senior Director, Employee/Labour Relations”
- Changed all references to the “Employee Assistance Plan” to “Employee and Family Assistance Plan”

ARTICLE 3 – DEFINITIONS

3.01 (r) “spouse” or “partner” means the legally married spouse of an employee, or a person who has continuously lived with the employee for a period of at least one year in a conjugal relationship outside marriage.

What does this mean?
The collective agreement language defining “spouse” or “partner” no longer specifies person “of the opposite or same sex”

ARTICLE 10 – USW STAFF REPRESENTATIVE

Change Article title from Union Representative to “USW Staff Representative”.

...
ARTICLE 22 – VACATIONS

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

<table>
<thead>
<tr>
<th>Employment Year (based on calendar year)</th>
<th>Vacation Entitlement (increases to vacation entitlement are in effect as of January 1st of the year of the increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>1.25 days for each completed month of service up to a maximum of 15 days</td>
</tr>
<tr>
<td>Year 2</td>
<td>15 days (3 weeks)</td>
</tr>
<tr>
<td>Year 3</td>
<td>16 days</td>
</tr>
<tr>
<td>Year 4</td>
<td>17 days</td>
</tr>
<tr>
<td>Year 5</td>
<td>18 days</td>
</tr>
<tr>
<td>Year 6</td>
<td>19 days</td>
</tr>
<tr>
<td>Year 7</td>
<td>20 days (4 weeks)</td>
</tr>
<tr>
<td>Year 10</td>
<td>21 days</td>
</tr>
<tr>
<td>Year 12</td>
<td>22 days</td>
</tr>
<tr>
<td>Year 14</td>
<td>23 days</td>
</tr>
<tr>
<td>Year 16</td>
<td>24 days</td>
</tr>
<tr>
<td>Year 18</td>
<td>25 days (5 weeks)</td>
</tr>
<tr>
<td>Year 19</td>
<td>26 days</td>
</tr>
<tr>
<td>Year 20</td>
<td>27 days</td>
</tr>
<tr>
<td>Year 22</td>
<td>28 days</td>
</tr>
<tr>
<td>Year 24</td>
<td>29 days</td>
</tr>
<tr>
<td>Year 25</td>
<td>30 days (6 weeks)</td>
</tr>
</tbody>
</table>

What does this mean?
The collective agreement language regarding vacation reflects the terms of Queen’s University’s updated Vacation Policy (revised January 1, 2018). These housekeeping changes reflect the parties’ current practice with respect to vacation entitlement.

Term of Collective Agreement: The Parties agreed to a three (3) year collective agreement that takes effect January 1, 2022 and ends December 31, 2024.
PART TWO: SUBSTANTIVE CHANGES

ARTICLE 4 – UNION DUES

Information

4.07 On the date of hire, the University shall advise each new employee of the name of their Union Representative and the Local Union President, and provide their email addresses. Within 90 calendar days from the start of employment, new employees shall be allowed 1.5 hours including travel time to attend a Union orientation session, which will be attended by no more than 2 Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.

What does this mean?
New USW Local 2010 bargaining unit employees will be allowed 1.5 hours including travel time to attend a Union orientation session within 90 calendar days from the start of employment rather than 60.

ARTICLE 11 – GRIEVANCE PROCESS

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

What does this mean?
Grievances submitted by the Union related to a dispute regarding the University’s determination that a position requires non-conforming hours of work as per Article 20.23 (a & b), will now commence at Step 2.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

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.

What does this mean?
A copy of signed waivers, declining Union representation at disciplinary meetings, will be provided to the Union, on the condition that the bargaining unit member consents to it being provided. The Union will be informed of decisions regarding whether or not discipline will be imposed to the bargaining unit member only if Union Representation was present at the disciplinary meeting.

If a USW Local 2010 bargaining unit employee responds in writing to any discipline imposed, their reply will not be considered when the University is making a disciplinary decision after the employee has worked for 18 months during which there has not been subsequent discipline imposed. At the request of a USW Local 2010 bargaining unit employee, the written response will be removed from their personnel file.

ARTICLE 16 – NO HARASSMENT OR DISCRIMINATION

16.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the Ontario Human Rights Code, the University’s Harassment and Discrimination Prevention and Response Policy, or the Occupational Health and Safety Act.

16.03 Harassment is defined as set out in the University’s Harassment and Discrimination Prevention and Response Policy and means: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and can include comment or conduct through any electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the Ontario Human Rights Code.

Differences of opinion, personality conflicts, or disagreements between individuals are not generally considered to be Harassment.
Discrimination is defined as set out in the University’s Harassment and Discrimination Prevention and Response Policy. Discrimination:

a. is a distinction relating to personal characteristics of an individual or group based on a ground protected by the Ontario Human Rights Code that has the effect of imposing burdens, obligations or disadvantages on such individual or group not imposed upon others, or that withholds or limits access to opportunities, benefits, and advantages available to other members of society;

b. can be direct, indirect, or systemic in nature;

c. need not be intentional;

d. includes a distinction imposed because of a person’s or group’s relationship to, association with, or dealings with, another person or persons who are identified by a protected ground; and,

e. includes a failure to accommodate the needs of individuals related to one or more grounds protected by the Ontario Human Rights Code, unless doing so would cause undue hardship. The duty to accommodate must be fulfilled in accordance with the principles of dignity, individualization, and inclusion; but,

f. does not include restricting membership in a special interest group that is primarily engaged in serving interests of people identified by a prohibited ground to people who are similarly identified.

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

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

Article 16.08 The parties agree that the preferred method of handling complaints is to follow the procedures established by the University.

Article 16.10 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.

Article 16.12 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.

Article 16.xx Where there is a claim of harassment or discrimination and the University decides to place an employee on administrative leave pending its investigation of the claim, the University shall continue the employee’s wages and benefits during the investigation period.

What does this mean?
Updated language to correspond with the University’s Harassment and Discrimination Prevention and Response Policy.

ARTICLE 17 – HEALTH AND SAFETY

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

What does this mean?
Reimbursement for safety footwear increased from $180.00 per calendar year to $200.00.

ARTICLE 18 – PROBATIONARY PERIOD, SENIORITY, POSTING, LAYOFF AND REDEPLOYMENT

Probationary Period

18.01 (a) The probationary period shall be the first 6 months of an individual’s active employment in an appointment with the University. Active employment is calculated as days actually at work in an appointment. For further clarity, the probationary period shall be automatically adjusted forward by one day for each day that the employee is not actively at work for the entirety of their scheduled shift on what would otherwise be a normal working day, regardless of the reason for the employee’s absence (e.g., statutory holiday, Winter Closing, shut downs, vacation, sick leave, or other leave).

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.

What does this mean?
Language added to clarify that USW Local 2010 bargaining unit employees’ probation period will be adjusted for days when employees are not actively at work for the entirety of their scheduled shift on what would otherwise be a normal working day, regardless of the reason for the employee’s absence (e.g., statutory holiday, Winter Closing, shut downs, vacation, sick leave, or other leave).

Postings must now include the position number.
Indefinite Layoff and Redeployment

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

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service as at Date of Layoff Notice</th>
<th>Weeks of Notice and Redeployment Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>During probationary period</td>
<td>3</td>
</tr>
<tr>
<td>Completed probationary period but less than 4</td>
<td>8</td>
</tr>
<tr>
<td>4 but less than 5</td>
<td>10</td>
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<tr>
<td>5 but less than 10</td>
<td>12</td>
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<tr>
<td>10</td>
<td>16</td>
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<td>18</td>
<td>24</td>
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<td>19</td>
<td>25</td>
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<tr>
<td>20 or more</td>
<td>26</td>
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18.30 (b) Provided that the employee’s application is received by the Human Resources Department while they are still in the redeployment pool and discloses the requisite skills, qualifications, ability and relevant experience as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.

18.34 An employee’s name shall be removed from the redeployment pool in any of the following circumstances:

(a) if the employee provides written instruction to the Human Resources Department to remove their name;
(b) if the employee obtains an alternate position with the University;

(c) notwithstanding Article 18.35, when the employee’s redeployment period expires according to Article 18.26.

**What does this mean?**

Language added to clarify that USW Local 2010 bargaining unit employees who apply for a posting while they are still in the redeployment pool will still be considered for the competition as a redeployed candidate even if their Redeployment Period expires before the competition closes.

Language changed in Article 18.34 (c) to clarify that a USW Local 2010 bargaining unit employee’s name will be removed from the redeployment pool when their redeployment period expires in accordance with Article 18.26.

**ARTICLE 19 – WORKLOAD**

19.02 The Parties recognize the importance of regular workload discussions and maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss their workload with their Manager.

19.03 Managers will allocate workload in a manner that is fair and reasonable, recognizing fluctuations in workload are normal, and workload may be impacted by numerous factors, including but not limited to seasonality, academic programming, staff shortages, increased demands, or shifting priorities.

19.04 An Employee who has concerns about their workload should discuss them with their Manager, and they are encouraged to work collaboratively to identify ways to improve processes, create efficiencies, and assess resources available to mitigate workload concerns, as may be applicable. Workload discussions are not intended to prevent the Manager from addressing performance issues.

19.05 If the matter remains unresolved, the Employee and/or Manager may advance concerns to the Department Head/designate for further discussion.

**What does this mean?**

Language added to further encourage and foster dialogue between managers and employees regarding workload.

**ARTICLE 20 – HOURS OF WORK AND OVERTIME**

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

20.08 Change heading from *Flexible Hours of Work* to *Employee Requested Flexible Hours of Work*.

**What does this mean?**

Heading changed from *Flexible Hours of Work* to *Employee Requested Hours of Work* to clarify that these requests are made by the employee only.

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**Averaging**

20.23 (a) **General:**

(i) Subject to Paragraph (b) below, and notwithstanding Articles 20.03, 20.05, and 20.21, the Parties acknowledge that, for certain work units/positions normal hours of work will vary widely on a regular basis and will not conform to the provisions of Article 20.03 above, due to the nature of the work.

(ii) Such non-conforming hours of work will not normally require a work week averaging more than 35, or 37.5, or 40, hours, as applicable, on a 1:1 ratio, over an academic term and in no case shall any employee be required to work in excess of 60 hours in any work week. For clarity, the University will strive for employees to take equivalent time off during the two consecutive academic terms for each hour worked in excess of 35, 37.5 or 40 hours as applicable.

(iii) An employee who works in excess of their standard weekly hours, averaged over two consecutive academic terms, as confirmed in writing to the employee, will be entitled to time in lieu pursuant to Article 20.21 (a), which, to the extent possible, will be scheduled in accordance with the employee’s preference.

(iv) To the extent that current Hours of Work arrangements provide the same or better entitlement to time in lieu as the standard set out in this Article 20.23 (a), such arrangements are permitted to continue.

(b) **Athletics and Recreation Department:**

(i) Notwithstanding Articles 20.03, 20.05, 20.21, and 20.23 (a), in the case of the High Performance, Business Development, Facility Operations and Recreation and Sports Clubs units within the Athletics and Recreation Department hours of work will not normally require a work week averaging more than 35, or 37.5, or 40 hours, as applicable, on a 1:1 ratio, over an athletic year.

(ii) The Parties recognize that the “preparatory & competition season”, generally September to November inclusive and January to March inclusive, is the time when most non-conforming hours will be worked and that the “off season”, generally December, and April to August inclusive, is when the majority of lieu time will be taken. For clarity, the University will strive for employees to take equivalent time off during
the off-season for each hour worked in excess of 35, 37.5 or 40 hours as applicable, during the preparatory and competition season.

(iii) An employee who works in excess of their standard weekly hours, averaged over the athletic year, will be entitled to time in lieu pursuant to Article 20.21 (a), which, to the extent possible, will be scheduled in accordance with the employee’s preference.

(iv) To the extent that current Hours of Work arrangements provide the same or better entitlements to time in lieu as the standard set out in this Article 20.23 (b), such arrangements are permitted to continue.

20.23 (c) In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it requires non-conforming hours of work as per Articles 20.23 (a or b) and, if applicable, travel is an inherent part of the value of the positions(s) in accordance with the Letter of Understanding regarding Travel Time Credit, the Employer will:

(i) Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of Articles 20.23 (a or b) or the Letter of Understanding regarding Travel Time Credits.

(ii) The Employer will provide the Union with a copy of the data and rational referred to in (i) above for its records.

(iii) The Employer will provide written notice to the affected employee(s) pursuant to Article 20.06 of the Collective Agreement.

(iv) The Employer will provide a copy of the written notice to the Union for its records.

(v) In the event that the Union disagrees with the Employer's determination, the Union may file a grievance commencing at Step 2 of the Grievance Process.

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

What does this mean?
Language change to provide greater clarity regarding time off for those subject to averaging. Specifically, that hours worked in excess of an employee’s schedule, as defined under the Averaging Article 20.23, are to be taken off during the two consecutive academic terms. Language added setting out the process to be followed when the Employer has assessed a position(s) and determined that it has changed such that it requires non-conforming hours of work.
ARTICLE 23 – LEAVES OF ABSENCE

Bereavement Leave

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

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

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

What does this mean?
USW Local 2010 bargaining unit members are entitled to a period of 5 working days leave without loss of pay in the event of a death in the employee’s immediate family. In the event of a death of a close relative or those who the employee considers to be like a family member, leave without loss of pay may be granted at the department’s discretion. These 5 days do NOT need to take place within 7 consecutive calendar days immediately following the death. USW Local 2010 bargaining unit members may request to take one or more of these days to attend a memorial service, interment or the like within 1 year immediately following the death.

Pregnancy and Parental Leave

23.12 General

(a) At least 1 month in advance of the expected delivery, the employee should make written application to their Department Head/designate, for Pregnancy and/or Parental Leave including the date the leave will commence and the expected date of return to work but in no event shall such written application be provided less than 2 weeks prior to the commencement of the leave. In cases where the exact date of the birth/adoptive proceedings of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth/adoptive proceedings.

(b) Seniority will be maintained, and length of service and vacation entitlement continue to accrue, while an employee is on a Pregnancy Leave and/or Parental Leave. Upon return to work, the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head/designate, this time may be added on to the end of their leave, which may include additional approved leave taken immediately after the Pregnancy Leave and/or Parental Leave (e.g. Leave of Absence without Pay).
(c) The employee must inform the Employer of any changes to the originally stated return to work date at least 1 month prior to the effective date of the change, or 1 month in advance of the original return to work date, whichever is earlier.

(d) Upon return to work the employee is entitled to return to their previous position and salary. If that position no longer exists, the employee will be placed in the redeployment pool in accordance with Article 18.29.

(e) An employee who is not eligible for Pregnancy Leave with Top-up Benefits may nevertheless qualify for Pregnancy Leave (i.e. leave without pay). In accordance with the Employment Standards Act, an employee who has accrued at least 13 weeks of continuous service preceding their expected date of delivery is entitled to Pregnancy Leave of up to 17 weeks, provided they submit a written request for such leave to their Department Head/designate.

(f) An employee who is not eligible for Parental Leave with Top-up Benefits may nevertheless qualify for Parental Leave (i.e. leave without pay). An employee who has been employed with Queen’s University for at least 13 continuous weeks before the birth of a child, or before the child came into a parent’s custody, care and control for the first time (e.g. adoption), is entitled to up to 61 weeks of Parental Leave if the employee took a Pregnancy Leave or up to 63 weeks of Parental Leave if an employee did not take a Pregnancy Leave.

(g) An employee who does not meet the eligibility requirements for Pregnancy Leave without Top-up Benefits shall be granted, upon written request, a Leave of Absence Without Pay.

(h) If both parents are employees, both parents can take Parental Leave, and can, if they choose, take such Leave at the same time.

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

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

<table>
<thead>
<tr>
<th>Pregnancy and Parental Leave with Top-Up Benefits</th>
</tr>
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<tbody>
<tr>
<td><strong>(a) General</strong></td>
</tr>
<tr>
<td><strong>(b) Definitions:</strong></td>
</tr>
<tr>
<td><strong>Pregnancy Leave with Top-up Benefits:</strong> a Pregnancy Leave that is financially supported by the University, with top-up benefits as outlined in Article 23.13 (e) below, for up to 10 weeks.</td>
</tr>
<tr>
<td><strong>Parental Leave with Top-up Benefits:</strong> a Parental Leave that is financially supported by the University, with top-up payments as outlined in Article 23.13 (e) below, for up to 15 weeks.</td>
</tr>
</tbody>
</table>
**Employment Insurance Maternity Benefit:** Employment Insurance Benefit of up to 15 weeks for the person giving birth.  

**Employment Insurance Standard Parental Benefit:** Employment Insurance Benefit of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.  

**Employment Insurance Extended Parental Benefit:** Employment Insurance benefit of up to 61 weeks if the employee took a Pregnancy Leave or up to 63 weeks if the employee did not take Pregnancy Leave.  

<table>
<thead>
<tr>
<th>Pregnancy Leave with Top-up Benefits</th>
<th>Parental Leave with Top-up Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(c) Employment Insurance (EI) Benefits</strong></td>
<td>In order to receive top-up payments, the employee must provide proof of receipt of EI Maternity Benefits.</td>
</tr>
<tr>
<td><strong>(d) Top-up benefit Eligibility</strong></td>
<td>In order to receive top-up payments, the employee must provide proof of receipt of EI Parental Benefits.</td>
</tr>
<tr>
<td><strong>(e) Top-up Benefits</strong></td>
<td>To qualify for Pregnant Leave with Top-up Benefits, an employee must have been employed continuously for one year or more, hold a current appointment of a year’s duration or longer, and be in receipt of EI Maternity Benefits.</td>
</tr>
<tr>
<td></td>
<td>To qualify for Parental Leave with Top-up Benefits, an employee must have been employed continuously for one year or more, hold a current appointment of a year’s duration or longer, and be in receipt of EI Parental Benefits.</td>
</tr>
</tbody>
</table>

**Pregnancy Leave with Top-up Benefits** is a financial allowance from the University as follows:  

(i) **Week 1:**  
A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Pregnancy Leave.  

(ii) **Weeks 2 to 10:**  
A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Maternity Benefit the employee receives.  

(iii) **Weeks 11 to 17:**  
An employee who has received Pregnancy Leave with Top-up Benefits shall also be granted up to 7 weeks of Pregnancy Leave Without Top-up Benefits and may apply for Standard Parental Leave or Extended Parental Leave with or without top-up.  

**Parental Leave with Top-up Benefits** is a financial allowance from the University as follows:  

Eligibility for top-up payment for Week 1 will depend on whether the employee is required to serve a waiting period for purposes of entitlement to EI benefits. If the employee is required to serve a waiting period of 1 week (i) a) below will apply. If not, then (i) b) below will apply.  

(i) **Week 1:**  

a) A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Parental Leave; or  
b) A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Parental Benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.
(ii) Weeks 2 to 15: A payment equivalent to the difference between 100% of the employee’s normal basic earnings and the amount of EI Parental Benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an extended Parental Leave.

<table>
<thead>
<tr>
<th>(f) Applying for Pregnancy and/or Parental Leave Top-up Benefits</th>
<th>Pregnancy Leave with Top-up Benefits may be initiated by the employee at any time within 12 weeks of the expected delivery date.</th>
<th>Parental Leave must begin within 78 weeks of the birth of the baby or within 78 weeks of when the child first came into custody or care of the parent.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(g) Benefits</td>
<td>During the period of Pregnancy Leave with Top-up Benefits, the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.</td>
<td>During the period of Parental Leave with Top-up Benefits, the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.</td>
</tr>
</tbody>
</table>

23.14 The top-up payment is made on the understanding that the employee is expected to return to work and remain an employee of the University for 6 months following their return from a Pregnancy and/or Parental Leave with Top-up Benefits (including additional approved leave, such as Parental Leave without Top-up Benefits or a Leave of Absence without Pay taken after Pregnancy and/or Parental Leave). Should an employee quit and therefore not satisfy the 6-month condition, they shall be indebted to the University for the sum of monies paid to them during their Pregnancy and/or Parental Leave with Top-up Benefits and will be required to repay these monies to the University. This repayment obligation does not apply to an employee who holds a Term Appointment that expires during their leave.

23.15 Unusual circumstances may occur where the normal application of Article 23.14 above may not be appropriate. Such special cases should be reviewed with Human Resources.

23.16 If an employee is eligible for Pregnancy Leave with Top-up Benefits and Parental Leave with Top-up Benefits the total combined number of weeks for which they are eligible to receive top-up payments shall not exceed 25 weeks. In all other cases, the maximum for the period for which an employee can be eligible to receive Parental Leave with Top-up Benefits shall not exceed 15 weeks.

23.17 In circumstances where an employee is eligible for both Pregnancy Leave with Top-up Benefits and Parental Leave with Top-up Benefits, the employee has the choice to advance Parental Leave
Top-up Benefits such that they will commence immediately following the conclusion of Pregnancy Leave with Top-up Benefits payments to avoid an interruption of top-up payments. The University will calculate the total weekly top-up amount and pay it based on the University’s regular monthly pay dates. Such top-up payments will commence no later than the first applicable pay date that follows the employee providing the University with proof that they are receiving EI benefits and will conclude no later than the first payroll date that follows the fifteenth week of the employee’s Parental Leave with Top-up Benefits.

What does this mean?
The Articles within the Collective Agreement regarding Pregnancy and Parental Leave were reorganized into a chart for the sake of clarity. References to “Supported” and “Unsupported” leaves were removed for clarity and replaced with language indicating when USW Local 2010 bargaining unit members are eligible for Top-up Benefits.

The amount of Top-up benefits provided to employees who are eligible for Pregnancy Leave with Top-Up Benefits and Parental Leave with Top-up Benefits has increased from 20 weeks to 25 weeks.

Clarifying language was added indicating that the top-up repayment obligation that applies to those who do not return to work and remain employees of the University for 6 months following their return from a Pregnancy and/or Parental Leave with Top-up Benefits, does not apply to employees who hold Term Appointments that expire during their leave.

Elections

23.06 An employee who is a candidate in a Provincial, Federal, or Indigenous Band election will, on request to their Department Head/designate, be granted leave of absence without pay during the campaign period and, if elected, during 1 term in office.

23.07 The recommended length of unpaid leaves of absence for campaign purposes are as follows:

(c) for election to any Indigenous Band Office, leave for the equivalent of up to 10 days.

Voting Day

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

What does this mean?
Language added to ensure the same entitlements are in place for those participating in Indigenous Band elections, as those participating in Provincial or Federal elections.
**ARTICLE 24 – SICK LEAVE**

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

**What does this mean?**
Language added regarding a USW Local 2010 bargaining unit member’s obligation to notify their Manager/designate as far in advance as possible of a scheduled surgery/procedure date.

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

**Exclusions from the Bargaining Unit due to Job Re-evaluation**

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

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

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

**What does this mean?**
New Article outlining the University’s obligation to notify the Union in writing when a position that is in the USW Local 2010 bargaining unit is removed from the bargaining unit as a result of a job re-evaluation. Notification must be sent within 30 days of the job re-evaluation being completed, and state the exclusionary grounds upon which the position was removed from the bargaining unit.

**NEW ARTICLE – PAY EQUITY PLAN AND MAINTENANCE**

XX.XX In accordance with the Pay Equity Act of Ontario (the “Act”), the Parties have negotiated an Amended Pay Equity Plan (“Plan”) for all job classes. A copy of the Plan shall be posted to the Human Resources website. The Parties shall meet annually on a mutually agreed schedule to carry out their mutual obligations pursuant to the Act.
What does this mean?
New Article outlining the University's obligation to post the Amended Pay Equity Plan to the HR website and meet with the Union annually.

**ARTICLE 30 – COMPENSATION**

**Wages**

30.09  **Effective July 1, 2022**

(a) A scale increase of 1% will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid. Each employee who is employed in the bargaining unit on July 1, 2022 and who remains employed in the bargaining unit on the date of ratification of this renewal agreement will receive a retroactive salary increase payment within four pay periods following the date of ratification.

(b) Each employee, except an employee whose salary at June 30, 2022 was at or above the maximum for their grade, will be moved up to the next step within their grade.

30.10  **Effective July 1, 2023**

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

(b) Each employee, except an employee whose salary at June 30, 2023 was at or above the maximum for their grade, will be moved up to the next step within their grade.

30.11  **Effective July 1, 2024**

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

(b) Each employee, except an employee whose salary at June 30, 2024 was at or above the maximum for their grade, will be moved up to the next step within their grade.

**ARTICLE 31 - BENEFITS**

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

(c) The Union will be notified monthly by the University when LTD application documents have been sent to an employee.

What does this mean?
The University has committed to inform the Union on a monthly basis of all LTD application documents sent to employees rather than inform the Union each time LTD application documents are sent to employees.
APPENDIX A: TUITION SUPPORT PLAN

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

APPENDIX D: CHILD CARE BENEFIT PLAN

12. The nominal value of the fund established for this plan is $250,000. Effective July 1, 2022, the nominal value of the fund will be increased by $50,000 to $300,000. Effective July 1, 2023, the nominal value of the fund will be increased by $25,000 to $325,000. Effective July 1, 2024, the nominal value of the fund will be increased by $25,000 to $350,000.

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

A. Process for submission of re-evaluation request

1. Bargaining unit positions, including newly-created positions which satisfy the qualifying conditions under paragraph 2, that have experienced significant change that is ongoing in nature, qualify for re-evaluation. A re-evaluation pertains to a position, not to the incumbent in a position or work performance. The purpose of a re-evaluation is to:

   a) re-evaluate whether the subfactor ratings associated with a job class are appropriate; or
   b) re-evaluate whether a position is properly within an appropriate job class, or should be reassigned to a new or existing job class.

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

2. To qualify for re-evaluation:

   a) the position must be currently filled
   b) the position must have undergone significant changes that are ongoing in nature
   c) the incumbent must have held the position for at least twelve months

Assignment of new duties that replace duties that are comparable or similar in nature to the former responsibilities of the position will not justify the initiation of a job re-evaluation dispute.
When a manager believes that a position under their supervision has experienced significant change, they will initiate the re-evaluation process.

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

I. Organizational change that has an impact on one or more positions in the department, and results in ongoing, significant changes to affected positions

II. Ongoing, significant changes to the focus, function, scope, and/or responsibilities of a position requiring substantially different education, experience, skills, effort or the working conditions of the position.

3.a. Where the significant change is validated, HR will conduct the re-evaluation, and notify the incumbent and the manager of the new job class (if applicable) and/or the ratings for each sub-factor of the job class (if applicable) and any change in resulting salary grade placement. The effective date for pay adjustments resulting from upward grade level change will be the date indicated or agreed by the manager as the date that the changes became effective.

3.b. If the re-evaluation proceeds as a result of the processes below, the retroactive date for salary adjustments will be the date on which the employee initiates the process set out in B (1) below.

B. Disagreement with respect to a Re-evaluation Proceeding

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

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

2. If the disagreement is not resolved within 5 business days following the meeting, or any longer period as may be agreed by the Parties (the employee, manager, HR and the Union), then the employee will seek the Union’s assistance in outlining in writing the nature of the changes that they consider significant and identify the following:

   • The specific sub-factors that may have been impacted;
   • The effective date of the changes;
   • Examples in support of the changes.

HR will schedule a meeting of the Parties within 10 business days of receipt of the submission. HR will provide its response to the dispute in writing to the employee and the Union within 10 business days of the meeting of the Parties. If there is agreement that significant change has
occurred, the manager will initiate the re-evaluation process. Retroactivity of salary adjustment, if any, will be determined per A.3. (b) above.

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

C. Disagreement with Respect to Re-evaluation Rating Results

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

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

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

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

What does this mean?

Process To Address Re-Evaluation And Disputes Post-Implementation as negotiated by the Parties as part of the Job Evaluation Project and has been incorporated into the Collective Agreement.
LETTER OF UNDERSTANDING: CENTRAL HEATING PLANT

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU) and the Memorandum of Agreement on Vacation Scheduling dated July 4, 2018 (MOA) for 2nd Class Engineers in the Central Heating Plant (“employees”). To the extent that a matter addressed in the Collective Agreement conflicts with this LOU and/or the MOA, the provisions of this LOU and/or the MOA on that matter will prevail.

1. Hours of Work and Scheduling

(a) Rotational Schedule

(i) Employees are paid based on a 40-hour work week but normally work fourteen 12-hour shifts over a 4-week period; employees are normally scheduled for either three 12-hour shifts or four 12-hour shifts in a week. At least 2 employees are normally scheduled on 8-hour maintenance shifts. The employee scheduled on their second week of Maintenance would be available for vacation coverage within the USW Group.

(ii) Effective the date of ratification by both parties the normal work schedule is a 6-week rotation of:

- Seven 12-hour night shifts over 2 weeks;
- Seven 12-hour day shifts over 2 weeks; and
- Ten 8-hour day shifts on maintenance over 2 weeks

(iii) It is understood that the normal work schedule above is based on 6 employees normally working in the rotation.

(v) When operational requirements deem it necessary to designate a temporary shift change that will last 1 month or less, the employee whose shift schedule is to be changed shall be given 5 days’ notice of the change in shift. Failure to give the required 5 days’ notice of the change in shift shall result in payment to the employee at 1.5 times their regular hourly rate for the first full shift so affected.

(vi) Due to the requirements of the job, it is understood that the eating period for employees shall be a paid period of time. During all break times employees are required to remain in the control room and be available for emergency work. Break times cannot be accumulated and taken as time off.

b) Maintenance Schedule

(i) The purpose of the Maintenance Schedule is to preserve the six-person rotation schedule outlined in 1 (i) above such that trained and qualified 2nd Class Engineers are readily available, as required, to backfill for expected and unexpected absences.

(ii) Employees are paid based on a 40-hour work week and are normally scheduled to work as follows:
The Heating Season (typically December 1st to March 31st)
- Seven 12-hour night shifts over 2 weeks; and
- Seven 12-hour day shifts over 2 weeks
- Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time in that period. During the Heating Season, Employees normally earn a total of 32 hours of lieu time. This time will normally be taken during the first week of the Non-Heating Season.

The Non-Heating Season (typically April 1st to November 30th)
- Monday to Friday from 8:00 am to 4:30 pm

(iii) The Heating Season dates are determined by the Chief Engineer and are subject to change based on weather conditions, operational needs, and other factors.

(iv) Employees will receive a 30-minute eating period. During the Heating Season the eating period will be paid as employees are required to remain in the plant and available for emergency work. During the Non-Heating Season the eating period is unpaid.

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

(d) It is understood and agreed that the work of employees is not operationally suitable for Flexible Hours of Work arrangements, as set out in Article 20.08 of the Collective Agreement.

10. Work Clothing
(b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of receipt, up to $200.00 per calendar year for the purchase of a pair of approved safety footwear.

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

What does this mean?
Maintenance Schedule added Letter of Understanding as negotiated by the Parties prior to collective bargaining.

Increase to $200 from $180 reimbursement for the purchase of approved safety footwear. Language regarding Labour Management meetings changed from a trial bi-monthly basis to 3 times per year.
LETTER OF UNDERSTANDING: SCHOOL OF ENGLISH

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU) for Instructors in the School of English. To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of Understanding, the provisions of this Letter of Understanding on that matter will prevail.

1. **Hours of Work and Averaging**

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

2. **Vacations**

   a) Recognizing the unique nature of the work performed by Instructors, the Parties acknowledge that there is little flexibility to grant vacation requests during the teaching weeks in each Academic Term;

   b) Instructors will be scheduled on vacation during a portion of the inter-session weeks during each Academic Term.

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

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

   a) The additional work will be offered on a rotating basis to Instructors in order of seniority in writing. If there is more than one offering of additional work at the same time, the more senior Instructor will choose the offering of their preference. The other offering(s) will then be offered to the next Instructor in order of seniority;

   b) An Instructor has 2 days to accept or decline an offer of additional work;

   c) If an Instructor declines an offer of additional work or does not respond within the 2-day period, it will then be offered to the next Instructor in order of seniority;

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

4. Additional Work – 6 month continuing terms

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

What does this mean?

Language added whereby the University has committed to endeavor to offer Instructor work that becomes available between January 1st and mid-June to existing Instructors who hold continuing term appointments within the School of English working from mid-June to December 31st each year, regardless of whether or not the work falls within the scope of USW Local 2010 bargaining unit.

LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS

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

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding regarding Residence Life Coordinators. To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of Understanding, the provisions of this Letter of Understanding on that matter will prevail.

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

1. Appointments

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

5. Hours of Work and Scheduling

   a) Employees are paid on the basis of a 35-hour work week;
b) The hours of work for each Employee are set out as follows: between September and April (the “Academic Year”) the core hours of work are Monday to Friday from 2:00 pm – 10:00 pm; and during May and August Employees are scheduled to work Monday to Friday from 8:30 am – 4:30 pm;

c) Notwithstanding the foregoing, an Employee’s hours of work will be altered when they are scheduled to work weekend shifts and are assigned to be on-call, as follows:

**Weekend Shifts (Saturday and Sunday)**

i) Employees will normally be scheduled to work one weekend shift per month during the Academic Year;

ii) During a weekend shift, Employees work Saturday and Sunday from 2:00 pm – 10:00 pm and are not scheduled to work the Monday and Tuesday immediately following;

iii) Employees scheduled to work on a weekend shift shall receive a weekend premium pursuant to Articles 20.28 and 20.29 of the Collective Agreement;

**On-Call Work**

i) On-call hours will be distributed as equally as possible amongst the Employees. During the Academic Year, each Employee will be assigned to be on-call for approximately one week in each nine-week period;

ii) While on-call, an Employee’s weekly hours of work will be adjusted to 17.5 hours per week working Monday to Friday from 6:30 pm – 10:00 pm;

d) Employees will be provided their yearly schedule outlining the Academic Year core hours, weekend shifts, and on-call shifts by August 31st of each year. The schedule may be subject to change based on operational requirements. Notice of any such change(s) will be provided to the Employees as soon as possible;

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

a) When assigned to be on-call, each Employee will log the actual hours they worked in respect of Call-Back and Log-on/Telephone Consultation during the Work Term as follows:

i. Employees will log 1 hour for each period of 8 hours they are on-call outside of Monday to Friday from 6:30 pm – 10:00 pm. Notwithstanding the foregoing, when an Employee is assigned to be on-call on a Statutory Holiday or during their scheduled day(s) off, they will log 1 hour for each period of 6 hours that they are on-call; and,

ii. Straight time for hours of work associated with call-back and log-on/telephone consultation. Notwithstanding the foregoing, Employees will not accrue time off for hours of work associated with call-back and log-on/telephone consultation that occur between Monday and Friday from 6:30 pm – 10:00 pm;
b) An Employee’s accrued time will be averaged and reconciled as follows:

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

c) Housing and Ancillary Services will provide the Employee with the appropriate communication device for contact purposes while on-call. The Employee shall be required to carry the device at all times during their on-call assignment. An employee who is on-call is required to respond immediately if contacted;

d) In the event that an Employee leaves the Position prior to the end of the Work Term, the Employee will be paid out the balance of their averaging bank as it exists on the date of termination, as calculated in accordance with 3b above, pursuant to Article 20.21(b) of the Collective Agreement;

7. Overtime

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

8. Housing

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

During the Work Term

a) Employees will pay 50% of the Market Value of rent, on a monthly basis, with the other 50% of the Market Value of rent provided as a taxable benefit in accordance with the Income Tax Act and other applicable legislation¹;

During June and July

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

¹ Market Value is determined using the calculations from the Canadian Mortgage Housing Corporation (CMHC).
c) Employees will not pay rent and will receive 100% of the Market Value of rent provided as a taxable benefit in accordance with the Income Tax Act and other applicable legislation;

9. Meal Plan

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

10. Paid Holidays

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

11. Labour Management Meetings

(a) The Parties will hold labour/management meetings, as set out in Article 7 of the Collective Agreement, for 1 hour 3 times a year consisting of 2 employees, and 2 representatives from Residence Life Operations. The Staff Representative of the Union may also attend such meetings. Parties may invite an advisor who can contribute constructively to items on the agenda;

(b) Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining;

(c) To allow for preparation, each Party will give the other a list of topics to be discussed in advance of each meeting;

12. A copy of this Amended Agreement will be provided to successful candidates as an Appendix to their offer of employment, and subsequently reviewed with each Employee who is hired into a Position during any applicable Work Term;

13. This Amended Agreement will be posted as an amendment to the current USW 2010 Collective Agreement on the Human Resources web site upon execution;

What does this mean?

LOU negotiated by the Parties following substantial changes to the Residence Life Coordinator Position in July 2021 and has been incorporated into the Collective Agreement.

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

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

1. Employees may have the opportunity to voluntarily participate in a remote work arrangement (“RWA”) in accordance with the written Remote Work Arrangement Terms and Conditions document for United Steelworkers, Local 2010 dated [Insert date] (“RWA Terms and Conditions
document”). Notwithstanding that RWAs on the updated terms as outlined in the RWA Terms and Conditions document will not become effective until at least January 1, 2023, Employees who have an approved RWA under the pilot program who wish to continue working remotely must request approval. If approved, the RWA Terms and Conditions document must be completed and signed by the employee.

2. An employee may be hired into a position where remote work is required as a term of their employment. These Employees will not be required to complete the RWA Terms and Conditions document.

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

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

4. For greater certainty, the Parties acknowledge and agree that this LOU does not otherwise affect the interpretation of Article 2. For example, this LOU does not impact the interpretation or scope of Article 2 with respect to University employees who are not engaged in remote work on terms approved by the University.

5. The Parties understand and agree that the application of this LOU will not convert a term appointment into a continuing appointment, convert a continuing appointment into a term appointment, or alter the provisions regarding the end of a term appointment, according to the Collective Agreement.

6. The RWA Terms and Conditions document may be amended from time to time. If the University is proposing a material change to the RWA Terms and Conditions document, the parties will first meet to discuss and the Union will not unreasonably deny it.

**What does this mean?**

USW Local 2010 bargaining unit members may request a voluntary remote work arrangement (“RWA”). A RWA can be a required term of employment.

USW Local 2010 bargaining unit positions will remain USW Local 2010 bargaining unit positions if the position would otherwise involve working from University premises in the City of Kingston, if not for an approved remote work arrangement whereby the employee is working within the Province of Ontario.