

**MEMORANDUM OF AGREEMENT TO AMEND THE LETTER OF UNDERSTANDING:
RESIDENCE LIFE COORDINATORS AND ASSISTANT RESIDENCE LIFE COORDINATORS**

(Hereinafter, referred to as this "Amended Agreement")

BETWEEN:

QUEEN'S UNIVERSITY

(Hereinafter, referred to as the "University")

And

USW LOCAL 2010

(Hereinafter, referred to as the "Union")

WHEREAS the University and USW Local 2010 (collectively, the "Parties") are parties to a collective agreement (the "Collective Agreement");

AND WHEREAS the Parties entered into a Letter of Understanding dated April 22, 2016 regarding Residence Life Coordinator and Assistant Residence Life Coordinator positions, which forms part of the current Collective Agreement;

AND WHEREAS following the University's review of Residence Life Operations, the decision has been made to restructure the Residence Life Coordinator positions and eliminate the Assistant Residence Life Coordinator positions;

AND WHEREAS the Parties agree that the provisions of the Collective Agreement are subject to this Amended Agreement for Residence Life Coordinators (the "Employees/Positions") in Residence Life Operations. To the extent that a matter addressed in the Collective Agreement conflicts with this Amended Agreement, the provisions of this Amended Agreement on that matter will prevail;

AND WHEREAS the Parties have a mutual understanding that the nature of the 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;

NOW THEREFORE, the Parties do hereby agree as follows:

1. Appointments

- a) Employees are normally hired on continuing term appointments working 10 months per year; specifically August 1st - May 31st (the "Work Term"), while being

placed on a short-term work break for 2 months per year; specifically, June 1st – July 31st;

2. Hours of Work and Scheduling

- a) Employees are paid on the basis of a 35-hour work week;
- b) The hours of work for each Employee are set out as follows: between September and April (the “Academic Year”) the core hours of work are Monday to Friday from 2:00 pm – 10:00 pm; and during May and August Employees are scheduled to work Monday to Friday from 8:30 am – 4:30 pm;
- c) Notwithstanding the foregoing, an Employee’s hours of work will be altered when they are scheduled to work weekend shifts and are assigned to be on-call, as follows:

Weekend Shifts (Saturday and Sunday)

- i) Employees will normally be scheduled to work one weekend shift per month during the Academic Year;
- ii) During a weekend shift, Employees work Saturday and Sunday from 2:00 pm – 10:00 pm and are not scheduled to work the Monday and Tuesday immediately following;
- iii) Employees scheduled to work on a weekend shift shall receive a weekend premium pursuant to Articles 20.28 and 20.29 of the Collective Agreement;

On-Call Work

- i) On-call hours will be distributed as equally as possible amongst the Employees. During the Academic Year, each Employee will be assigned to be on-call for approximately one week in each nine-week period;
 - ii) While on-call, an Employee’s weekly hours of work will be adjusted to 17.5 hours per week working Monday to Friday from 6:30 pm – 10:00 pm;
- e) Employees will be provided their yearly schedule outlining the Academic Year core hours, weekend shifts, and on-call shifts by August 31st of each year. The schedule may be subject to change based on operational requirements. Notice of any such change(s) will be provided to the Employees as soon as possible;

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

- a) When assigned to be on-call, each Employee will log the actual hours they worked in respect of Call-Back and Log-on/Telephone Consultation during the Work Term as follows:
 - i. Employees will log 1 hour for each period of 8 hours they are on-call outside of Monday to Friday from 6:30 pm – 10:00 pm. Notwithstanding the foregoing, when an Employee is assigned to be on-call on a Statutory Holiday or during their scheduled day(s) off, they will log 1 hour for each period of 6 hours that they are on-call; and,
 - ii. Straight time for hours of work associated with call-back and log-on/telephone consultation. Notwithstanding the foregoing, Employees will not accrue time off for hours of work associated with call-back and log-on/telephone consultation that occur between Monday and Friday from 6:30 pm – 10:00 pm;

- b) An Employee's accrued time will be averaged and reconciled as follows:

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

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

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

4. Overtime

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

5. Housing

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

During the Work Term

- a) Employees will pay 50% of the Market Value of rent, on a monthly basis, with the other 50% of the Market Value of rent provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable 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;
- c) Employees will not pay rent and will receive 100% of the Market Value of rent provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable legislation;

6. Meal Plan

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

7. Paid Holidays

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


¹ Market Value is determined using the calculations from the Canadian Mortgage Housing Corporation (CMHC).

8. Labour Management Meetings

- (a) The Parties will hold labour/management meetings, as set out in Article 7 of the Collective Agreement, for 1 hour 3 times a year consisting of 2 employees, and 2 representatives from Residence Life Operations. The 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;
- 9.** A copy of this Amended Agreement will be provided to successful candidates as an Appendix to their offer of employment, and subsequently reviewed with each Employee who is hired into a Position during any applicable Work Term;
- 10.** This Amended Agreement will be posted as an amendment to the current USW 2010 Collective Agreement on the Human Resources web site upon execution;
- 11.** The Parties agree to include the provisions of this Amended Agreement as housekeeping changes in the subsequent Collective Agreement;
- 12.** The Parties agree to meet and review the contents of this Amended Agreement one year from the date of implementation to make any amendments that the Parties may agree upon. These changes will be reflected in changes to the LOU, which will be included as housekeeping changes in the subsequent Collective Agreement;
- 13.** The University hereby confirms that the person executing this Amended Agreement on its behalf is authorized to bind the University;
- 14.** The Union hereby confirms that the person executing this Amended Agreement on its behalf is authorized to bind the Union;
- 15.** The Parties agree that this Amended Agreement shall be interpreted in accordance with the laws of the Province of Ontario;
- 16.** The Parties agree that this Amended Agreement shall be immediately effective on the date that this document is executed by the Parties. If the Parties sign on different dates, then the effective date will be the date the last party signs; and,
- 17.** This Amended Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any counterparts may be delivered by way of electronic transmission, and such form of execution and

delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each party shall endeavour to provide the other party with an original signed version of this Amended Agreement as soon as possible following execution.


QUEEN'S UNIVERSITY:

Per: 

Leah Wales
Executive Director, Housing and Ancillary Services

Date: July 9, 2021

THE UNION:


Per: _____
Kelly J. Orser
President, USW Local 2010

Date: July 9, 2021