

Renewed Collective Agreement Highlights: Queen's University and USW Local 2010, Unit 01



General - Land Acknowledgment

The Parties agreed to include a land acknowledgement statement on the first page of the Collective Agreement in English, Anishinaabemowin, and Mohawk.

Definitions

Removed reference to “a person of the opposite or same sex” in the definition of “spouse” or “partner”

3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

(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 of marriage.

Discipline and Discharge

11.03 At their request an employee will be entitled to be accompanied by their Steward **or their specified designate** 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. The Employer will inform the employee of the right to be accompanied by their Steward **or their specified designate** prior to the start of any such meeting.

What does this mean?

A specified designate from the Union may attend a Discipline or Discharge meeting in lieu of the Union Steward.

Seniority

12.01 Seniority shall be calculated based on accumulated years of service starting with an employee's initial work/contract with the Employer as an Academic Assistant so long as they have not had a break between work terms/contracts of 24 **consecutive** months or more. ~~If an employee currently in the bargaining unit has experienced a break(s) between work terms that is 24 months or more, their seniority will be calculated based on the date of their work term/contract that started after the most recent break.~~

12.03 If an employee performs no work in the bargaining unit for a period of 24 consecutive months or more, they will lose all accumulated seniority and shall be considered to be a new employee in the bargaining unit. **Notwithstanding the foregoing, seniority will be maintained and will not be affected by an employee's absence from working in the bargaining unit resulting from a leave of absence pursuant to the *Employment Standards Act*. An employee is required to notify the Director, Employee and Labour Relations, or their specified designate, in writing, of the type and length of such a leave of absence, prior to commencing it, resulting in the employee being unavailable for work terms/contracts in the bargaining unit.**

What does this mean?

Seniority will be maintained and will not be affected by an employee's absence from working in the bargaining unit resulting from a leave of absence pursuant to the *Employment Standards Act*.

12.04 For the purposes of seniority, a returning employee hired on a work term/contract that commences less than 24 **consecutive** months after their previous work term/contract will not be considered a new employee. Breaks in service of less than 24 **consecutive** months shall not result in a loss of seniority.

12.08 Seniority will be recognized following an employee's successful completion of their probationary period, at which time seniority will be recognized back to the commencement date of the employee's 1st work term/contract under Article 12.07. **A letter will be provided to the employee confirming their seniority date in the bargaining unit and a copy will be sent to the Union.**

What does this mean?

The University has agreed to provide each bargaining unit member with a letter confirming their seniority date in the bargaining unit upon the successful completion of their probationary period. These letters will be prepared by Human Resources and a copy will be placed within the employee's personnel file within Human Resources.

Job Vacancies

13.01 Subject to Articles 13.03 and 13.04, all vacancies will be filled by a process of selection. This process will include the posting of notices of job vacancies for at least **7 calendar** ~~5 business~~ days, and whenever possible at least 4 weeks in advance of the work term/contract start date. Postings shall identify: date of the posting, date by which applications must be received, the Department, course name and course section if applicable, a brief description of the work, the starting

date and duration of the work term/contract, hours/schedule, wage rate, the qualifications required and the supervisor if known.

What does this mean?

Whenever possible notices of job vacancies should be posted at least four (4) weeks in advance of the work term/contract start date, but no less than 7 calendar days. In addition, the posting and application process for Academic Assistant vacancies should be accessible for all, including applicants who may not have a NetID.

- 13.03 After an employee has completed their probationary period and if the employee satisfactorily completes their current work term/contract in the bargaining unit, the employee shall be deemed the “*incumbent*” for future offerings of the same position and shall be given preference for such positions provided Article 12.03 does not operate to deem them a new employee and provided that the requisite skills, qualifications, abilities and relevant experience have not substantively changed. **When an employee is deemed to be the incumbent, a letter will be provided to the employee confirming the course or work unit, as applicable, for which they are deemed the incumbent and a copy will be provided to the Union.**

What does this mean?

The University has agreed to provide each bargaining unit member with a letter confirming their incumbency associated with a specific course, or work unit if not associated with a specific course, as applicable. These letters will be prepared by Human Resources and a copy will be placed within the employee’s personnel file within Human Resources.

The HR PeopleSoft system is currently being configured to add a new section within Template Based Hire, which will require information regarding the course code or work unit, as applicable, when processing new hires. This information will be used by Human Resources to help track when a bargaining unit member has successfully completed the probationary period and deemed the incumbent. Further instructions will be provided at a later date.

Paid Sick Leave (NEW)

- 16.09 **Sick Leave is defined as an absence from work and performance of regular duties because of the employee’s bona fide illness, injury, or quarantine through exposure to contagious disease.**
- 16.10 **Employees who regularly work shifts scheduled by the Employer and who are unable to carry out their assigned duties during a scheduled shift(s) because of a bona fide illness or injury are eligible for up to 2 days of paid sick leave per Academic Term. For clarity,**

it is understood that a day of paid sick leave is equivalent to the working time actually lost during an employee's scheduled shift(s) on that day.

- 16.11 To qualify for paid sick leave, an employee shall notify their non-bargaining unit supervisor/designate as soon as possible on the first day of their absence due to illness or injury. In the case of longer absences, progress toward recovery and expected date of return to work will be reported to the non-bargaining unit supervisor/designate and to Return to Work Services at reasonable intervals.

What does this mean?

Bargaining unit members **who work shifts scheduled by the Employer** and are unable to carry out their assigned duties during a scheduled shift(s) because of *bona fide* illness or injury are now eligible for up to two (2) days of paid sick leave per Academic Term. For clarity, bargaining unit members who have the autonomy to schedule their working hours are normally not eligible for paid sick leave.

One (1) day of paid sick leave is equivalent to the working time actually lost during the bargaining unit member's scheduled shift(s) on that day. To qualify for paid sick leave, the bargaining unit member must notify their manager as soon as possible on the first day of their absence due to illness or injury. The HR PeopleSoft system is currently being configured and further instructions will be provided to Managers and Timekeepers in this regard.

Wages and Classifications (Schedule "A")

September 1, 2020	September 1, 2021	September 1, 2022
\$29.32	\$29.61	\$29.91

The parties agree that the above represents the minimum rate for the classification. Any employee currently being paid above the minimum rate shall not have their pay reduced in any manner.

Note: all bargaining unit members employed on a work term/contract earning less than the minimum hourly wage rate, at any point during the period of September 1, 2020 up to and including June 16, 2021 (the date of ratification), received a retroactive lump sum payment, less all applicable deductions and remittances.

Term of Collective Agreement

This Collective Agreement is effective for the period of September 1, 2020 – August 31, 2023.