



**Renewed Collective Agreement Highlights: Queen's University  
and  
USW Local 2010-01, Academic Assistants**

**Renewed Agreement: September 1, 2023 to August 31, 2027**

<b>PART ONE: HOUSEKEEPING CHANGES .....</b>	<b>4</b>
<b>PART TWO: SUBSTANTIVE CHANGES .....</b>	<b>2</b>
<b>COVER PAGE.....</b>	<b>2</b>
<i>Effective date of renewed Collective Agreement to be revised pursuant to Article 30.01 and Article 30.02. ....</i>	<i>2</i>
<b>LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT .....</b>	<b>2</b>
<b>ARTICLE 1 – PURPOSE OF AGREEMENT [NEW TITLE].....</b>	<b>3</b>
<b>ARTICLE 2 – RECOGNITION AND SCOPE .....</b>	<b>3</b>
<b>ARTICLE 3 – DEFINITIONS.....</b>	<b>3</b>
<b>ARTICLE 4 – UNION DUES.....</b>	<b>5</b>
<i>Employee Information [NEW SUBHEADING].....</i>	<i>6</i>
<b>ARTICLE 5 – MANAGEMENT RIGHTS.....</b>	<b>7</b>
<b>ARTICLE 6 – NO STRIKES OR LOCKOUTS [NEW TITLE].....</b>	<b>7</b>
<b>ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE [NEW TITLE].....</b>	<b>8</b>
<b>ARTICLE 8 – UNION REPRESENTATION .....</b>	<b>8</b>
<i>Executive Board [NEW SUBHEADING] .....</i>	<i>8</i>
<i>University Committees and Administrative Meeting Attendance [NEW SUBHEADING] .....</i>	<i>9</i>
<i>Union Representative Stewards .....</i>	<i>10</i>
<i>Leave for Union Business Leave.....</i>	<i>10</i>
<i>Union Leave [New Subheading] .....</i>	<i>11</i>
<b>ARTICLE 9 – BARGAINING COMMITTEE .....</b>	<b>12</b>
<b>ARTICLE 10 – USW STAFF REPRESENTATIVE.....</b>	<b>12</b>
<i>[New Article and title].....</i>	<i>12</i>
<b>ARTICLE 11 – DISCIPLINE AND DISCHARGE .....</b>	<b>13</b>
<i>Representation .....</i>	<i>13</i>
<i>[New subheading].....</i>	<i>13</i>
<i>Disciplinary Process .....</i>	<i>14</i>
<b>ARTICLE 12– GRIEVANCE PROCESS.....</b>	<b>15</b>
<i>Informal Resolution Request .....</i>	<i>15</i>
<i>Step 2 Meeting [New Subheading] .....</i>	<i>16</i>
<b>ARTICLE 13 – ARBITRATION.....</b>	<b>19</b>
<b>ARTICLE 14 - VIDEO SURVEILLANCE .....</b>	<b>20</b>
<b>ARTICLE 15 –WHISTLEBLOWER PROTECTION .....</b>	<b>20</b>

<i>Reporting Actual or Suspected Violations</i> .....	20
<i>Protection of Whistleblowers</i> .....	21
<b>ARTICLE 16 – NO HARASSMENT AND DISCRIMINATION</b> .....	21
<b>ARTICLE 17 – HEALTH AND SAFETY</b> .....	24
<i>Joint Health and Safety Committee</i> .....	25
<b>ARTICLE 18 – PROBATIONARY PERIOD, SENIORITY AND JOB POSTINGS VACANCIES, .....</b>	26
<i>Probationary Employees</i> .....	26
<i>Seniority</i> .....	27
<i>Seniority List</i> .....	27
<i>Breaks in Service</i> .....	27
<i>Failure to Complete a Work Term/Contract</i> .....	28
<i>Job Vacancies Postings</i> .....	28
<i>Posting Not Required [new subheading]</i> .....	29
<i>Application and Selection [new subheading]</i> .....	30
<b>ARTICLE 19 – WORKLOAD</b> .....	31
<b>ARTICLE 20 – HOURS OF WORK, ASSIGNMENT AND RESPONSIBILITIES</b> .....	32
<b>ARTICLE 21 – STATUTORY PAID HOLIDAYS</b> .....	33
<b>ARTICLE 22 – PAY IN LIEU OF VACATION AND BENEFITS</b> .....	34
<b>ARTICLE 23 – LEAVES OF ABSENCE</b> .....	35
<i>Bereavement Leave</i> .....	35
<i>Jury Duty</i> .....	35
<i>Paid Sick Leave Time</i> .....	36
<b>ARTICLE 24 – PROFESSIONAL DEVELOPMENT</b> .....	36
<b>ARTICLE 25 – GENERAL</b> .....	37
<i>Intellectual Property</i> .....	37
<i>Employee's Mailing Address [New subheading]</i> .....	38
<b>ARTICLE 26 – LIBRARY PRIVILEGES</b> .....	38
<b>ARTICLE 27 – CORRESPONDENCE</b> .....	38
<b>ARTICLE 28 – WAGES</b> .....	38
<i>Article 3029 – Technological Change [New Article]</i> .....	38
<b>ARTICLE 2930 – DURATION AND MODIFICATION TERM OF COLLECTIVE AGREEMENT</b> .....	39
<b>APPENDIX "A" – WAGES AND CLASSIFICATIONS</b> .....	40
<b>LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS OUTSIDE</b>	

OF WORKING HOURS.....	41
MEMORANDUM OF AGREEMENT (“MOA”).....	44
<i>Between:</i> .....	44
<i>and</i> .....	44

## **PART ONE: HOUSEKEEPING CHANGES**

1. Change all references to the “University” to the “**Employer**” throughout the Collective Agreement.
2. Change all references to the “Agreement” to “**Collective** Agreement”, as applicable throughout the Collective Agreement.
3. Change the formatting for all number references in the Collective Agreement to reflect words and numbers (e.g. fifteen (15)).
4. Reorder the Article names and numbers to align more closely with the 2010-00 and 2010-02 collective agreements.
5. Replace “Steward” with “**Union Representative**” throughout the Collective Agreement.
6. Change supervisor, immediate supervisor to **Manager/designate**.

## **PART TWO: SUBSTANTIVE CHANGES**

### **COVER PAGE**

Effective date of renewed Collective Agreement to be revised pursuant to Article 30.01 and Article 30.02.

### **LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT**

Queen's University and the United Steelworkers, Local 2010 (the "Parties") acknowledge that Queen's University in the City of Kingston 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") ratiíén:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne **Katarokwi Kingston** tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatiíén:tere's ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista'kehró:non), Local 2010 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of USW Local 2010 ronwatiíén:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwatirihwahserón:ni.

Queen's University miinwaa United Steelworkers, Local 2010 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi- oodenaang **Gaadanokwii 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 gdiininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

### ***What does this mean?***

The appropriate Indigenous word for "Kingston" replaces the English name, Kingston, in the the Indigenous land acknowledgement statements. These changes align with updates made in the recently renewed USW 2010 General Staff Collective Agreement.

## **ARTICLE 1 – PURPOSE OF AGREEMENT [NEW TITLE]**

1.01 The general purpose of this 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) to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the Employer 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*.**

### ***What does this mean?***

This language was added to align with the recently renewed USW 2010 General Staff collective agreement.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all persons employed by Queen's University as Academic Assistants, which includes persons employed by Queen's University as tutors or markers save and except:

- (a) 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;
- (b) members of the architectural, dental, land surveying, legal or medical profession entitled to practice in Ontario and employed in a professional capacity;
- (c) registered students;
- (d) voting members of the Board of Trustees; and,
- (e) persons employed as Academic Assistants on an ad hoc (casual) basis whose work term/contract does not exceed five (5) days in an academic term.

2.02 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.

## **ARTICLE 3 – DEFINITIONS**

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.

- a) **"Academic Year"** means the period from September 1st to August 31st inclusive, and is divided into three (3) Terms: Fall (September through December), Winter (January through April), and Summer (May through August). It is recognized that the end of one Term and the beginning of the next Term may overlap for certain academic and/or administrative reasons.
- b) **"Academic Assistant"** includes a "marker" and a "tutor" and means a part-time, non-student, employee who generally assists a member of the academic staff and who supports academic activities related to a degree credit course or program and who performs all or some of the following duties: preparation for tutorials and/or lab demonstrations, preparation of written and audio visual materials, instruction, leading discussions, supervising laboratories, grading exams and assignments, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel to and from the primary work site), assisting with curriculum and course material development, conferring with the ~~non-bargaining unit supervisor~~ **Manager**/designate, as required by the work term/contract. Academic Assistant does not include a person employed on an ad hoc (casual) basis whose work term/contract does not exceed five (5) days in an academic term.
- c) **"Agreement"** means the Collective Agreement between Queen's University at Kingston, Ontario and the United Steelworkers and its Local 2010-01.
- d) **"Applicant"** means all individuals (including Employee Applicants) who have submitted an application for employment within this bargaining unit.
- e) **"bargaining unit"** is defined as set out in Article 2: "Recognition and Scope".
- f) **"bargaining unit member"** means a University employee who is a member of this bargaining unit, namely USW Local 2010-01.
- g) **"business day"** means Monday to Friday, ~~exclusive of statutory holidays~~ **exclusive of holidays recognized by the University.**
- h) **"day"** means calendar day unless otherwise specifically stipulated.
- i) **"Department"** means an academic or administrative Department or unit, a centre, a division, an institute, or a school/**faculty**, as the context may suggest **or otherwise as may be agreed by the Parties.**
- j) **"Department Head"** refers to the head of an academic or administrative Department or unit, a centre, a division, an institute, or a school, as the context may suggest.
- k) **"employee"** means a University employee who is a member of this bargaining unit, namely USW Local 2010-01.
- l) **"Employee Applicant"** means an individual who has seniority under this collective agreement and who has submitted an application for employment within this bargaining unit.
- m) **"Employer"** refers to Queen's University at Kingston, Ontario.
- n) **"Local" or "Local Unit"** means USW Local 2010, Unit 01 representing the bargaining unit as defined in Article 2: "Recognition and Scope".
- o) **"Local 2010-01 Unit Chairperson"** means the person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local

2010 By-Laws, to represent bargaining unit employees on behalf of the Union.

- p) **"Manager"** is the managerial, non-bargaining unit person who directs an employee's work or to whom an employee normally reports, or their designate. **[following definitions to be re-lettered]**
- q) ~~"supervisor" or "immediate supervisor"~~ is the person who is not a member of the bargaining unit and who directs an employee's work or to whom an employee normally reports.
- r) **"Parties"** are Queen's University at Kingston, Ontario and the United Steelworkers.
- s) **"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.
- t) **"Successful Applicant"** means an "Employee Applicant" or "Applicant" who has been offered employment within this bargaining unit by the Employer.
- u) **"USW Staff Representative"** means an authorized staff representative of the USW.
- v) ~~"Union Steward" or "Steward"~~ **"Union Representative"** means a person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent bargaining unit employees on behalf of the Union.
- w) **"USW" or "Union"** means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- x) **"University"** means Queen's University at Kingston, Ontario and/or authorized officials of the University, as the context may require.
- y) **"work term/contract"** means a period of employment in a position covered by this collective agreement and is either of the following:
  - (i) 14 hours per week or less; or,
  - (ii) More than 14 hours of work per week, but does not exceed 4 months.
- z) **"written notice"** may include email communication.

#### ***What does this mean?***

Update to the definition in order to provide clarity in application of language throughout the collective agreement. Language is consistent with the other USW collective agreements.

### **ARTICLE 4 – UNION DUES**

#### **[Article moved and re numbered to align with USW 2010 General Staff collective agreement]**

- 4.01 The Employer agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such Union dues, fees and assessments, as instructed by the Union in accordance with the Union's Constitution, that are applicable to each bargaining unit member, regardless of whether they are also a Union member. For clarity, the dues, fees and assessments prescribed by the Union shall not include fines, penalties, levies or the like that the Union may, pursuant to its Constitution, impose against Union members.
- 4.02 All such dues, fees and assessments shall be remitted to the Union forthwith and in any event



no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box ~~13083~~ **9083** Postal Station 'A', Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the USW Area Coordinator.

4.03 The monthly dues remittance shall be accompanied by a statement listing:

- (a) the name and employee number of each bargaining unit member from whose pay deductions have been made, each employee's gender, Department, hourly wage rate, campus email address, and home and campus address if available in the Employer's Human Resources Management System, and the total amount deducted for the month; and
- (b) the names, Departments and employee numbers of the bargaining unit members from whom no deductions have been made and the reasons why. The monthly dues remittance will also include the Union's "Summary of Union Dues" form.

4.04 The Employer will record total Union dues deductions paid by each employee on their *"T4 Statement of Remuneration Paid"*.

4.05 The Union must provide at least 60 Calendar Days' written notice of any change in the monthly membership dues, fees or assessments.

4.06 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

#### ***Employee Information [NEW SUBHEADING]***

**4.07 [NEW] On the date of hire, the Employer shall advise each new employee of the name of their Union Representative, the Unit Chairperson, and the Local Union President and provide their email addresses.**

#### **What does this mean?**

Included to create consistency between the various USW collective agreements.

~~4.078~~ The Employer will provide the Union with a copy of the appointment letter, in electronic format, including wage rate and Department for each new appointment in the bargaining unit, no later than **thirty** (30) days after Human Resources has received a copy of the appointment letter signed by the **employee** individual from the Department.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**[Article moved and re numbered to align with USW 2010 General Staff collective agreement]**

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

- (a) maintain order and efficiency;
- (b) plan, direct and control operations;
- (c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
- (d) determine the size, composition, and deployment of the workforce;
- (e) hire, 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,
- (f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the Employer.

5.02 The Employer agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the Employer exercising its rights under this Article shall not constitute harassment.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS [NEW TITLE]**

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").

**6.02 During any legal strike or lockout involving Queen's employee in any other bargaining unit, or involving non-Queen's employees represented by a trade union the pickets or at or near Queen's University property, the Union acknowledges that "sympathy strikes" are prohibited and will advise all members in its bargaining unit of such and that it remains the responsibility of those employees to attend at work as scheduled.**

**6.03 During any legal strike by another bargaining unit against the Employer, or during any lockout of another bargaining unit by the Employer, employees may decline to perform the work of striking or locked-out employees.**

**What does this mean?**

USW 2010-01 bargaining unit members can decline work of other bargaining units if that bargaining unit is on strike or lockout. Added to align language with the USW 2010 General Staff agreement and clarify rights as they already existed.

#### **ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE [NEW TITLE]**

- 7.01 The Parties agree that the Local 2010-01 Unit Chairperson, Unit Recording Secretary, and Unit Grievor will be able to attend joint Labour/Management Committee ("LMC") meetings for all Queen's Employees represented by USW. Meetings will be held no less than ~~bi-monthly~~ quarterly with the Parties agreeing to agenda items at least one (1) week in advance of the meeting and will be coordinated with the Local 2010 (Support Staff) and Local 2010-02 (Residence Dons) bargaining units. The Parties may agree to hold ad hoc LMC meetings in between the ~~bi-monthly~~ quarterly meetings as they deem necessary.

##### ***What does this mean?***

The new language reflects the current practice.

- 7.02 Meetings will not be used to discuss matters which are the subject of a grievance, nor to discuss any matters which are, at the time, the subject of collective bargaining.

- 7.03 The LMC has no authority to alter, modify or amend any part of the Collective Agreement.

##### ***What does this mean?***

This language was added to align with the recently renewed USW 2010 General Staff collective agreement.

#### **ARTICLE 8 – UNION REPRESENTATION**

- 8.01 The Employer recognizes the role of **elected** Union **Representatives** ~~officials~~ in labour management relations and shall not discriminate against them for their participation as Union representatives.

- 8.02 The Union will provide the Employer, in writing, with the names and titles of its Local 2010-01 Unit Chairperson, **Unit Recording Secretary, Unit Grievor, Union Representatives** ~~Stewards~~ and Committeepersons mentioned in this Agreement, and the Employer will be required to recognize such representatives only from the date of receipt of such notice.

##### ***Executive Board [NEW SUBHEADING]***

8.03

- (a) The Union acknowledges that its Local 2010-01 Unit Chairperson/**designate, Union Representatives** ~~Stewards~~ and Committeepersons, appointed pursuant to this Agreement have duties to perform for the Employer; therefore, they will endeavour to make

arrangements to carry out their Union responsibilities at times that do not conflict with their employment duties.

- (b) The Local 2010-01 Unit Chairperson/~~designate~~, **Union Representatives Stewards** and Committeepersons shall provide a minimum of three (3) days' written notice to their ~~non-bargaining unit supervisor/~~**Manager**/designate when requesting leave to attend to Union duties; however the Parties recognize that there may be exigent circumstances that make it appropriate to amend this notice period following discussion between the employee and ~~their non-bargaining unit supervisor~~ **Manager**/designate.
- (c) In the event that a conflict with employment duties cannot be avoided, the employee will not suffer any loss of wages in connection with a leave granted pursuant to paragraph (b) above.

#### ***University Committees and Administrative Meeting Attendance [NEW SUBHEADING]***

8.04 In consideration of this acknowledgement and undertaking, the Employer agrees to the following:

- (a) Union officials asked by the Employer to represent the Union on University Committees, or asked to attend meeting(s) with University administration on behalf of the Union, that are not otherwise covered by this Agreement, will, subject to the operational needs of the Unit, normally be granted paid leave to attend the meeting(s) if the time(s) of such meeting(s) conflicts with the employee's scheduled employment duties. Each such employee is required to report back to their ~~non-bargaining unit supervisor~~ **Manager**/designate, when the meeting ends.
- (b) All requests for paid leave under this Article ~~8.04~~ must be submitted to the employee's ~~non-bargaining unit supervisor/~~**Manager**/designate with as much advance notice as possible.
- (c) **[NEW] The Employer shall provide the Union, on September 1, annually, a lump sum of two thousand dollars (\$2,000) to compensate Local 2010-01 members for their administration of labour management relations and participation in University Committees and Administrative Meetings in their non-working hours. The Local will have sole discretion in the administration of the fund to Local Unit members for, but not limited to, hourly compensation and travel expenses, however, the Union shall not pay from these funds any expense or reimbursement in respect of any expenditure that the University itself is prohibited from spending on or acquiring under an act, regulation, directive or other instrument.**

#### ***What does this mean?***

Similar language was in a Letter of Understanding in the previous collective agreement. The language was moved into the body of the Agreement. Slight change in how the funds are administered to remove record-keeping and review requirements associated with verification of expenses. The Union will receive the \$2000 lump sum annually for use as they see fit subject to the restrictions listed in the article.

8.05 Leave with pay granted under this Article will not extend beyond normal working hours

### ***Union Representative Stewards***

- 8.06 The Union may elect or otherwise appoint a Local 2010-01 Unit Chairperson and two (2) Union **Representatives Stewards** who will be recognized by the Employer for purposes of the grievance process. The Union will advise the Employer of the names and contact information of the **Union Representatives Stewards**. The Employer will advise the Union of the names of its Employee/Labour Relations Advisors for the purpose of identifying key contact persons for **Union Representatives Stewards**.
- 8.07 The Union acknowledges that Union **Representatives Stewards** have duties to perform for the Employer; therefore, **Union Representatives Stewards** will use their best efforts to make arrangements to carry out their **Union Representatives Stewards'** responsibilities at times that do not conflict with their employment duties.
- 8.08 In the event that such conflict with employment duties cannot be avoided it is the responsibility of the employee to request permission from their ~~non-bargaining unit supervisor~~ **Manager/designate** before leaving their work and to report back to their ~~non-bargaining unit supervisor/~~ **Manager/designate** upon returning to work. Further, given the nature of certain positions, in the event that a conflict with employment duties cannot be avoided the employee may be required to arrange with their ~~non-bargaining unit supervisor~~ **Manager/designate** for the missed time to be made up and in the arrangement reached between the employee and their ~~non-bargaining unit supervisor/~~ **Manager/designate**, the Employer agrees that the employee will not suffer any loss of wages.
- 8.09 The Union acknowledges that all employees have duties to perform for the Employer; therefore, when dealing with a grievance arising out of this Agreement, **Union Representatives Stewards** will use their best efforts to make arrangements to meet with an employee at times that do not conflict with the employee's employment duties. In the event that such conflict cannot be avoided, the **Union Representatives Steward** must request permission from the employee's ~~non-bargaining unit supervisor/~~ **Manager/designate**, before contacting the employee to discuss the grievance during the employee's working time. Such permission will not be unreasonably withheld.
- 8.10 The Employer acknowledges the right of bargaining unit members of the United Steelworkers Local Unit 2010-01 to utilize the **Union Representatives Steward** body of the United Steelworkers Local 2010 to assist bargaining unit members in the preparation and presentation of grievances during a Local 2010 **Union Representatives Steward's** non-working hours.

### ***Leave for Union Business Leave***

**[Article moved and new subheading added]**

8.11 The bargaining unit shall be granted up to a maximum of 31.5 hours per collective agreement year with no loss of seniority in accordance with the following:

- (a) employees on an approved Union leave of absence under this Article will continue to be paid by the Employer, but the Union shall reimburse the Employer for all compensation paid to the employee during such leave of absence, provided a detailed invoice is submitted by the Employer within three (3) months of the leave;
- (b) such leave shall be limited to no more than two (2) bargaining unit employees at any one time;
- (c) leave under this Article shall not exceed five (5) business days for any one (1) individual in any collective agreement year;
- (d) requests will be considered if received in writing by Employee/Labour Relations at least ten (10) business days in advance of the commencement of the leave, **who shall advise the appropriate supervisor/Manager/designate of the request and will provide a written response to the Union within five (5) business days;**
- (e) approval of a leave request for any individual employee will be subject to operational requirements, but will not be unreasonably denied.

8.12 For employees who are members of more than one (1) United Steelworkers bargaining unit, the provisions of the collective agreement under which the leave is requested shall apply.

**Union Leave [New Subheading]**

8.13 ~~An employee might accept an official position with the International Union or Local Unit, resulting in them being unavailable for work terms/contracts in the bargaining unit. For such an employee the **twelve (12)** twenty-four (24)-month break in service provision set out in Article **18.07** 12.03 shall not apply. For clarity, the Parties agree that in such case, the employee's absence from working in the bargaining unit, up to thirty-six (36) months, shall not be considered a break in service.~~ **Provided the leave will not unduly interfere with operations, the University Employer 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. Such leave will not be considered a break in service as per Article 18.07.**

***What does this mean?***

The Employer will grant the leave of absence unless there are legitimate operational implications. This leave will not be considered a break in service. This language aligns with the USW 2010 Support Staff collective agreement.

8.14 **[NEW] Where the ratification vote is held during a bargaining unit member's work hours**

**scheduled by the Employer the bargaining unit member will be granted three (3) hours including travel time to attend the ratification vote without loss of wages. Where more than one session is held during the employee's scheduled working hours, the ~~supervisor~~ Manager/designate may determine which session the employee attends based on operational requirements.**

***What does this mean?***

Bargaining unit members will be granted time to attend a ratification vote without loss of wages if the vote occurs within their employer-scheduled working hours. When multiple sessions are available the decision will be based on operational requirements. This language aligns with the USW 2010 Support Staff collective agreement.

**ARTICLE 9 – BARGAINING COMMITTEE**

**[Article moved and re numbered to align with USW 2010 General Staff collective agreement]**

- 9.01 The Employer will recognize a Bargaining Committee composed of up to three (3) members of the bargaining unit including the Local 2010-01 Unit Chairperson. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours, without loss of pay, while actually attending collective bargaining up to and including conciliation.
- 9.02 The Bargaining Committee is entitled to have present and be represented by a representative(s) of the United Steelworkers at all negotiation meetings held between the Employer and the Union ~~which are held in accordance with Article 8.06.~~
- 9.03 The three (3) employees who are members of the Union's Bargaining Committee will be given two (2) days (or four (4) half-days) each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining.
- 9.04 The Bargaining Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

**ARTICLE 10 – USW STAFF REPRESENTATIVE**

**[New Article and title]**

- 10.01 **If an authorized staff representative of the USW wants to speak to a member of the bargaining unit about a grievance or other official business during working hours, they must advise the employee's Manager/designate who, subject to operational requirements, will arrange time, not to exceed thirty (30) minutes, for the employee to meet with the representative. The USW Staff Representative will provide the Manager/designate with as much advance notice as possible of their desire to meet with a member of the bargaining unit, and in any case not less than one (1) hour's notice.**

***What does this mean?***

This language is from the USW 2010 General Staff agreement and allows for time for bargaining unit members to meet with a USW staff representative.

**ARTICLE 11 – 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 and that the nature of certain misconduct is so egregious that steps in the progressive discipline process can be skipped.**

***What does this mean?***

This reinforces the shared understanding that progress discipline does not need to start at the lowest level depending on the misconduct that has prompted the need for disciplinary action. This language aligns with the USW 2010 Support Staff collective agreement.

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 unless the disciplinary decision was **arbitrary, discriminatory or in bad faith or otherwise** contrary to Article **5.02-4.02**.

11.03 **[NEW]** An employee who has been disciplined, including suspension or discharge, will be given the reason(s) therefore immediately and, within three (3) business days, such reason(s) will be confirmed in writing to the employee. Where the employee has been accompanied by a Union Representative, a copy will be provided to the Union.

***What does this mean?***

Establishes timeline to provide rationale in writing. This language is in the USW 2010 Support Staff collective agreement.

***Representation***

**[New subheading]**

11.0403

- (a) **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.**



- (b) **The Employer will advise the Employee that the meeting is disciplinary in nature, prior to such meeting taking place.**
- (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.**

**11.1** ~~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?***

The right to representation exists already. This language is in the USW 2010 Support Staff collective agreement.

***Disciplinary Process***

**[New Subheading]**

**11.0504**

When the Employer is considering disciplining an employee the Employer will meet with the employee and a Union representative unless the employee waives their right to have a Union representative present. The Employer will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within ten (10) business days of this meeting the Employer will advise the employee of its disciplinary decision. If the Employer requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.

**11.0605**

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 **Employee Human Resources File** personnel file.

**11.0706**

An employee who has been 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.

11.0807

When making a disciplinary decision, the Employer will not consider any prior discipline after the employee has worked for eighteen (18) 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 **Employee Human Resources File** personnel file.

## **ARTICLE 12– GRIEVANCE PROCESS**

**[Renumbering and title change]**

12.01 It is the mutual desire of the Parties that any complaint arising between the Employer, 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. **The Parties agree that it is beneficial to empower Employees to resolve issues or complaints with their Manager.**

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

**It is agreed by the Parties that an employee may not file a grievance until they have raised the issue or concern either directly with their Manager or through the Union and 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.**

12.03 ~~**Informal Resolution Stage:** It is agreed by the Parties that an employee may not file a grievance until they, either directly or through the Union, has first given their immediate supervisor Manager/designate an opportunity to address the situation. An employee, upon their request, may be accompanied by a **Union Representatives** union steward in such a meeting.~~

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

### ***Informal Resolution Request***

**[New subheading]**

12.04

(a) This Informal Resolution **Request process** ~~Stage~~ must be initiated 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.

(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 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 is not resolved within **five (5)** business days after it has been brought to the attention of the employee's ~~non-bargaining unit supervisor~~ **Manager/designate** or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following **Steps** of the grievance ~~procedure~~ **process** may be invoked:

**Step 1 Written Submission [New subheading]**

12.06 ~~Step 1:~~ The aggrieved employee (the "grievor"), or a Union Representative/Steward on the grievor's behalf, may submit a written grievance to the manager of the Department or their equivalent in the organizational unit involved within 10 business days of the date the Informal Resolution Stage response was provided. The grievance should outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a Union Representative/Steward if available. The immediate supervisor, or their designate, will provide the grievor and the Union with a written response within ten (10) business days after the grievance was submitted.

The aggrieved employee (the "grievor"), or a 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 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 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.

***What does this mean?***

An employee who is unsatisfied with the response provided to the IRR is able to submit a written step 1 grievance to their Department Head/designate. This is similar language to the USW Support Staff collective agreement.

**Step 2 Meeting [New Subheading]**

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 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 Union Representative and/or Steward who signed the grievance, or their specified designate, and the grievor within 10 business days after the date on which the Director received the grievance. At the Union's discretion, a United Steelworkers 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 10 business days after the Step 2 grievance meeting.~~

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 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.

~~The time limits specified in Step 1 and Step 2 above may be extended by mutual written agreement of the Parties.~~

12.08 A grievance alleging unjust suspension or discharge will commence at Step 2 **within ten (10) business days after the employee became aware, or ought reasonably to have become aware, of the suspension or discharge.**

~~A grievance alleging unjust suspension or discharge will commence at Step 2 **within ten (10) business days after the employee became aware, or ought reasonably to have become aware, of the suspension or discharge.**~~

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.

~~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) 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 **Group Grievance:** A group ~~complaint~~ **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 ~~complaint~~ **grievance**, the Informal Resolution ~~Stage~~ **Request** shall be undertaken by the Union in accordance with Paragraph ~~9.04(b)~~ **12.04 (b)**. Failing resolution of the matter after the Informal Resolution ~~Stage~~ **Request**, a group ~~complaint~~ **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 Procedure~~ **Process** will apply to all grievors.

~~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.~~

- 12.11 **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.

~~A group complaint arises when two or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group complaint, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 12.04(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 up to 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Procedure will apply to all grievors.~~

- 12.12 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article ~~40~~ **13, "Arbitration"**.

- 12.13 ~~Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to Arbitration pursuant to Article 10~~**13**.

**(a) The time limits referred to in this Article may be extended by mutual written agreement of the Parties.**

**(b) Any Step of the Grievance Process may be waived by mutual written agreement of the Parties.**

- 12.14 **[NEW]** An employee whose work term/contract has ended shall submit a grievance pursuant to this Article 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.

***What does this mean?***

Some of the changes are language updates made for clarity/consistency, others are to align with the USW Support Staff collective agreement.

### **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.

13.02 An arbitration hearing will proceed before a single arbitrator.

13.03 ~~In its written referral pursuant to Article 10.01~~ **13.01**, the referring party will list ~~three (3) proposed arbitrators. If the responding party does not agree to any of the three (3) proposed arbitrators, or such longer period that the Parties may agree to. it will propose three (3) alternate arbitrators within ten (10) business days or a mutually agreed to longer period after receiving the arbitration referral.~~

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.

13.04 If the Parties cannot agree on an arbitrator within thirty (30) days after the responding party received the initial arbitration referral, then either party may request that the Minister of Labour appoint a sole arbitrator pursuant to the provisions of Section 48 of the *Ontario Labour Relations Act, 1995*, or, the Parties may continue to attempt to reach agreement on an arbitrator.

13.05 The fees and expenses of the arbitrator will be shared equally by the Union and the Employer. Subject to Article ~~13.06~~, each party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.

13.06 The Union must, with as much advance notice as possible, submit a leave request to the **Senior** Director, Employee/Labour Relations for any bargaining unit employee whom the Union wishes to attend an arbitration hearing. The grievor and ~~Chief Steward~~ **Grievance Officer** or designate will be paid at their regular hourly rate for their time lost as a result of attending an arbitration hearing.

13.07 The arbitrator has the power and authority provided for in the *Ontario Labour Relations Act, 1995* to hear and determine the grievance.

- 13.08 The arbitrator's decision shall be final and binding upon the Parties and upon any employee affected by it, subject to the limitation that the arbitrator shall have no authority to make any decision that is inconsistent with the terms of this Agreement or to add to, subtract from, change, alter, modify or amend any of the provision(s) of this Agreement.
- 13.09 The arbitrator shall deal solely with the matter in dispute within the confines of this Agreement and any legislation over which the arbitrator has the jurisdiction to interpret and apply pursuant to the *Ontario Labour Relations Act, 1995*.
- 13.10 Should the Parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision. This provision shall not be interpreted such as to prevent either party from seeking judicial review of an arbitrator's decision.
- 13.11 The time limits referred to in this Article ~~40~~**13** may be extended by written mutual agreement of the Parties.
- 13.12 Nothing in this Article shall prevent the Union or the Employer from exercising its right to use Section 49 of the *Ontario Labour Relations Act, 1995*.

#### **ARTICLE 14 - VIDEO SURVEILLANCE**

- 14.01 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**

##### ***Reporting Actual or Suspected Violations***

- 15.01 It is each employee's obligation, in good faith, to report actual violation(s) of laws, regulations, University policies or procedures, including violations of ethical and professional standards, that come to their attention. It is also each employee's obligation, where they have a bona fide basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such belief is based.
- 15.02 An employee may report a suspected or actual violation directly to their Manager/designate or Department Head/designate or they may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.
- 15.03 Reports must provide sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.

- 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 Article 15.01, an employee who is a complainant, respondent, or witness has the right to be represented or accompanied by a Union Representative.**

### ***Protection of Whistleblowers***

- 15.05 Subject to Article 2415.09, any employee who has a bona fide basis upon which to believe wrongdoing has occurred, and who reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- 15.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against a whistleblower for making a bona fide report. This protection extends to each individual who, with bona fide reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by a whistleblower.
- 15.07 Any act of retaliation shall be treated by the **Employer University** as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.
- 15.08 If a whistleblower believes they are being retaliated against after reporting a violation, they should contact ~~the Queen's~~ Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.
- 15.09 Any employee who makes a report pursuant to this Article, which report is determined to be frivolous, vexatious or made without a bona fide basis upon which to believe wrongdoing has occurred, may be subject to disciplinary action, up to and including discharge from employment for just cause.

### **ARTICLE 16 – NO HARASSMENT AND DISCRIMINATION**

- 16.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present, in the Union.
- 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 *Human Rights Code*, the *University's Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*.



16.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome. It includes objectionable acts, comments, or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. Harassment is defined as set out in the University's <sup>[OBJ]</sup>HYPERLINK "<https://www.queensu.ca/secretariat/harassment-discrimination/overview>" Harassment and Discrimination Prevention and Response Policy<sup>[OBJ]</sup>(INSERT HYPERLINK) 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 <sup>[OBJ]</sup>HYPERLINK "<https://www.ontario.ca/laws/statute/90h19>" Human Rights Code<sup>[OBJ]</sup>.

Differences of opinion, personality conflicts or disagreements between individuals are not generally considered to be Harassment.

16.04 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<sup>1</sup>.

(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:**

- **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.”**

16.05 Harassment is not properly discharged **managerial** ~~supervisory~~ responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.

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**.

16.07 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.

16.08 The Parties agree that allegations of discrimination and harassment should be dealt with in a timely manner; therefore, **where** allegations of discrimination and harassment **meet the prima facie test, they** 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 Employer.** ~~outlined in the University's Harassment and Discrimination Policy if the subject matter of the complaint is one covered by that Policy.~~

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<sup>1</sup> See Ontario *Human Rights Code*, Section 18

- 16.10 ~~Alternatively, a~~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 **Collective Agreement**.
- 16.11 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**.
- 16.12 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.
- 16.13 Where a complaint is dealt with under 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 under the Policy have been completed.
- 16.14 An employee also has the right to file **a grievance under the this Collective Agreement, or an application directly with the Human Rights Tribunal of 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. 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.**
- 16.15 In cases where ~~sexual harassment~~ **a complaint** 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~~ **respondent** who is transferred.
- 16.16 In dealings with the Employer on matters of personal or workplace harassment, an employee who is a complainant or respondent has the right to be represented, and an employee who is a potential witness has the right to be 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.

***What does this mean?***

Changes were made for clarity and to align with the USW Support Staff collective agreement.

**ARTICLE 17 – HEALTH AND SAFETY**

17.01 The Employer's approach to health and safety matters is governed by the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations.

[STATUS QUO]

17.02 The Parties agree to participate and 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 related to health and safety.**

17.03 [NEW] The Employer 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.

17.04 The Employer shall provide information, instruction, and supervision to an employee to protect the health and safety of that employee. ~~The Employer will supply, and employees will wear/utilize, personal protective equipment and any other devices that the Employer requires employees to wear/utilize.~~

17.05 ~~The Union has the right to appoint and be represented by an employee representative from the bargaining unit on any applicable Joint Occupational Health and Safety Committees.~~

(a) **The Employer will supply, and employees will wear/utilize, personal protective equipment and any other devices that the Employer requires employees to wear/utilize.**

(b) [NEW] If an employee prefers to use additional PPE beyond that provided by the Employer, they may supply such additional PPE at their own expense; however, the Employer may prohibit such additional PPE in the event it poses a health and safety risk.

#### ***Joint Health and Safety Committee***

17.06 [NEW] The Union has the [right to appoint](#) ~~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.

17.07 [NEW] A worker representative on a [Joint Health and Safety Committee](#) may become a certified worker representative on the Committee. The Employer will provide the required training for certification at no cost to the employee or the Union.

~~17.06~~17.08 [NEW NUMBER]

At the commencement of each academic term, the Union shall provide the Employer with written notification of the names of those employees appointed as representatives on the applicable Joint Health and Safety Committees.

## **ARTICLE 18 – PROBATIONARY PERIOD, SENIORITY AND JOB POSTINGS VACANCIES,**

### ***Probationary Employees***

18.01 The probationary period is intended to be a period of time for the Employer to adequately evaluate the employee's skills and qualifications and to provide the employee with feedback regarding their performance and suitability for the appointment.

**18.02** It is agreed that an employee shall be considered to be a probationary employee until they have: ~~successfully completed 2 work terms/contracts and have been re-appointed in a 3<sup>rd</sup> work term/contract in the same course if the work term/contract is associated with a specific course, or in the same work unit if the work term/contract is not associated with a specific course, without a "break in service" as defined in Article 12.03, or, have successfully completed the equivalent of 6 months of active full-time employment in the bargaining unit (903 hours), whichever first occurs.~~

**(a) successfully completed two (2) work terms/contracts and have been re-appointed in a 3<sup>rd</sup> work term/contract in the same course if the work term/contract is associated with a specific course, or in the same work unit if the work term/contract is not associated with a specific course, without a "break in service" as defined in Article 18.08, or,**

**(b) have successfully completed seven hundred fifty (750) hours of active employment in the bargaining unit without a "break in service" as defined in Article 18.08.**

### **18.03 [NEW]**

**Upon notification from the employee to the Manager/designate, the employee shall be granted equivalent credit of up to a maximum of one term or two hundred fifty (250) hours towards the probationary period for work terms/contracts completed outside of the bargaining unit for similar work in the same course, provided the prior work was completed not more than twelve (12) months before the beginning of the employee's current appointment.**

### ***What does this mean?***

A maximum of two hundred fifty (250) hours can be credited towards an employee's probationary period for similar work in the same course which occurred outside of the bargaining unit. For example, a Post Doctoral Fellow that has previously worked in a course within the previous twelve (12) months, but is now

being hired as an Academic Assistant in the same course, could have up to the maximum number of hours credited to their Academic Assistant probationary period.

### ***Seniority***

#### **~~18.03~~18.04 [NEW NUMBER]**

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 **~~18.02~~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.

#### **~~18.04~~18.05 [NEW NUMBER]**

Seniority shall be calculated based on accumulated years of service starting with an employee's initial work term/contract with the Employer as an Academic Assistant so long as they have not had a **Break in Service, as set out in Article ~~18.XX~~18.08 below.** ~~between work terms/contracts of twelve (12) twenty-four (24) consecutive months or more.~~

#### **~~18.05~~18.06 [NEW NUMBER]**

A year of service shall be defined as having a work term/contract at any time within an Academic Year.

### ***Seniority List***

#### **~~18.06~~18.07 [NEW NUMBER]**

The Employer will provide the Union with an up-to-date seniority list of the employees in the bargaining unit ~~twice~~ **three times** each year, on October 15<sup>th</sup>, ~~and February 15<sup>th</sup>,~~ **and June 15<sup>th</sup>** in electronic format (Excel and PDF).

### ***Breaks in Service***

#### **~~18.07~~18.08 [NEW NUMBER]**

If an employee performs no work in the bargaining unit for a period of **twelve (12)** ~~twenty-four (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 Senior AGREED BY USW — May 5, 2025 — U3 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.~~ **Upon request, an employee whose name does not appear on the seniority list but who has held an appointment in the bargaining unit in the previous twenty-four (24) months and who wishes to apply to a bargaining unit position will be reinstated without loss of seniority.**

#### **~~18.XX~~18.09 [NEW NUMBER]**

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 **Senior** 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.

~~18.08~~**18.10 [NEW NUMBER]**

For the purposes of seniority, a returning employee hired on a work term/contract that commences less than **twelve (12)** ~~twenty-four (24)~~ consecutive months after their previous work term/contract will not be considered a new employee. Breaks in service of less than **twelve (12)** ~~twenty-four (24)~~ consecutive months shall not result in a loss of seniority.

~~18.09~~**18.11 [NEW NUMBER]**

If an employee resigns from, or is dismissed from a work term/contract and is not reinstated, a termination of employment from that work term/contract shall be deemed to have occurred and the individual shall retain no seniority ~~or incumbency status for that position~~ pursuant to Article ~~13.03~~**18.14**.

***Failure to Complete a Work Term/Contract***

~~18.10~~**18.12 [NEW NUMBER]**

(a) Should an employee fail to complete a **work term/contract** as assigned, wages may be adjusted to reflect the work performed.

(b) Where the employee fails to complete a **work term/contract** as assigned without permission, or where the employee does not seek permission as soon as possible without reasonable explanation, the employee's seniority and employment shall cease. **The Employer will not unreasonably deny employee requests for release from their work term/contract.**

***Job Vacancies Postings***

~~18.11~~**18.13 [NEW NUMBER]**

Subject to Articles ~~13.03~~ **18.14** and **18.15** ~~13.04~~, all vacancies **in the bargaining unit** will be filled by a process of selection.

~~18.12~~**18.14 [moved from 18.19]**

(a) The Employer will post vacancies on the Human Resources website and other applicable unit websites. In addition, one (1) copy will be forwarded to the Union in electronic format.

(b) Applications for posted positions will be submitted as set out in the job posting.

~~18.12~~**18.15 [NEW NUMBER]**

This process will include the posting of notices of job vacancies for at least seven (7) calendar days, and whenever possible at least four (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, **and the qualifications required. If known, the posting shall also include the number of Academic Assistant positions being recruited** and the supervisor ~~Manager/designate~~ **if known**.

~~18.13~~**18.16 [NEW NUMBER]**

The onus is on the applicant to provide all information required by the job posting.

~~18.14 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 position provided Articles 18.07 and/or 18.10 12.03 AGREED BY USW – MAY 5, 2025 – U3 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.~~

***Posting Not Required [new subheading]***

~~18.15~~**18.17 [NEW NUMBER]**

The Employer shall not be required to post if the following conditions apply:

- (a) an employee or Successful Applicant rescinds their acceptance of a position; or
- (b) there is an urgent need to fill a vacancy in a very short period of time due to an unanticipated need; or; there is more than 1 qualified Applicant for a posted position and the Successful Applicant declines to accept the position, in which case the Employer will offer the position to the 2nd ranked Applicant; or;
- (c) If the position is given to an **individual who has successfully completed probation, and has supported the same course within the prior twenty-four (24) months.**  
~~incumbent as set out in Article 18.143.03.~~

~~18.16~~**18.18 [NEW NUMBER]**

The Parties acknowledge that the criteria which the Employer will use in selecting an Applicant for a position shall include: ability to perform the various duties of the position, academic qualifications, previous academic employment experience, and other qualifications as applicable. The above criteria are not listed in order of priority.



~~48.XX~~18.19 [NEW]

The Employer shall provide the Unit Chairperson, in writing, a description of the position being filled without posting, and the condition for not posting, as described above.

*Application and Selection [new subheading]*

~~48.17~~18.20 [NEW]

Candidates who have successfully completed their probationary period shall be considered internal candidates. Internal candidates shall be considered first when applying to a posted vacancy.

~~48.17~~18.21 [NEW NUMBER]

When making a selection, if the Employer determines that two (2) or more ~~Applicants~~ **Candidates** have equal qualifications, the ~~Applicant~~ **Candidate** with the most seniority will be selected. Qualifications shall not be established, upgraded or revised in an unreasonable manner.

~~48.18~~18.22 [NEW NUMBER]

At its discretion the Employer may issue a single posting that offers up to a maximum of three (3) consecutive work terms/contracts to the Successful Applicant (e.g. a multiple appointment where the course has several sections, or, sequential appointments for the same course).

~~48.19~~ [MOVED TO ~~48.12~~18.14]

- ~~(a) The Employer will post vacancies on the Human Resources website and other applicable unit websites. In addition, one (1) copy will be forwarded to the Union in electronic format.~~
- ~~(b) Applications for posted positions will be submitted as set out in the job posting.~~

~~48.20~~18.23 [NEW NUMBER]

An employee who has applied for a vacancy and has been passed over for the vacancy will, at the individual's request, be provided with feedback from a representative of the hiring committee concerning their application.

**Posting Not Required & Application and Selection subheadings.**

***What does this mean?***

The concept of incumbency has been eliminated. There are three important concepts. Firstly, the ability to not post the position and offer it to an individual who has successfully completed probation, and has supported the same course within the prior twenty-four (24) months (Article 18.17.c) and when posting, existing employees are internal candidates and considered first (Article 18.20). When there are two or more equally qualified candidates, seniority is the deciding factor (Article 18.21).

**48.2418.24 [NEW NUMBER]**

In the case of multiple job postings in the bargaining unit an Applicant may apply for more than one work term/contract.

**ARTICLE 19 – WORKLOAD**

- 19.01 The Employer encourages regular discussion between employees and **Managers/designates** ~~supervisors~~ 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 ~~supervisor~~.
- 19.03 **Managers/designates ~~Supervisors~~ will:**
- a) allocate workload in a manner that is fair and reasonable, recognizing fluctuations in workload are normal;
  - b) workload may be impacted by numerous factors, including but not limited to seasonality, academic programming, course enrollment(s), staff shortages, process improvements and efficiencies, increased demands, and shifting priorities;
  - c) when a position becomes vacant or an employee is absent, a bargaining unit member may be requested to carry out some of the duties of the vacant position or absent employee. In this event, duties will be prioritized and established by the Manager/designate and the bargaining unit member to reallocate the work to be performed, which may include the removal of some duties. Changes to the work term/contract, the Academic Assistant Activities and Duties Form, and wages may be required as applicable.
- 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 ~~supervisor~~ Manager/designate from addressing performance issues.

- 19.05 a) When an employee raises a workload issue under this Article, the Manager/designate shall provide a written response to the employee within fifteen (15) business days of the initial meeting with the employee. Should no response be provided within this timeline, the grievance process may be initiated with respect to the timeliness of the response.**
- b) If the workload issue is not resolved after receiving the written response from the Manager/designate, the employee or the Union may advance the concerns to Human Resources, but the decision itself may not be the subject of a grievance.**
- c) The Manager/designate and employee will continue to engage in regular conversations to assess whether the resolution adequately addresses the concern(s) raised.**

***What does this mean?***

Workload was an important topic in both the Academic Assistant bargaining as well as the larger USW Support Staff bargaining. The new language in this collective agreement was also included in the Support Staff collective agreement. During AA bargaining the parties also discussed a form to assist the Academic Assistants in workload discussions with their supervisor. Further details on the form are to follow.

**ARTICLE 20 – HOURS OF WORK, ASSIGNMENT AND RESPONSIBILITIES**

- 20.01** The Parties agree that the fourteen (14) hour per week limit on number of hours worked is for one work term/contract only. Employees may hold more than one work term/contract per Term and therefore work more than fourteen (14) hours per week.
- 20.02** Work terms/contracts for positions covered by this collective agreement will be on an hourly basis and the total number of hours involved will be stated on the posting.
- 20.03** All Employer-required training, attendance at staff meetings, and orientation sessions shall be compensated at the employee's regular rate of pay. For employees who are subject to the fourteen (14) hours per week maximum, attendance at Employer-required training, staff meetings and orientation sessions may be in addition to the fourteen (14) hours per week maximum. For employees who are not subject to the fourteen (14) hours per week maximum, such compensation shall be included in the calculation of time involved in the work term/contract.
- 20.04** An employee's duties shall be included in the calculation of the time involved in the assignment and will be provided to the employee in writing at the beginning of the work term/contract. These duties may include but are not limited to the following: preparation for tutorials and/or lab demonstrations, preparation of written and audio visual materials, instruction, leading discussions, supervising laboratories, grading exams and assignments, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel

to and from the primary work site), assisting with curriculum and course material development, conferring with the non-bargaining unit ~~supervisor~~ **Manager/designate**, as required by the work term/contract.

20.05 The Parties agree that it is the exclusive function of the Employer to determine work assignments. The non-bargaining unit ~~supervisor~~ **Manager/designate**, in consultation with the employee, shall ensure that assigned activities, deadlines and responsibilities can reasonably be completed within the allocated time.

20.06 Work duties may, on occasion, occur outside of the start and/or end date of the work term/contract but within the allotted hours of the work term/contract.

20.07 **a)** Where hours of work above the total allotted hours **in the work term/contract** are required, extra paid hours **shall first** ~~may be~~ offered by the Employer **to the employee currently holding the contract**, and any such extra hours shall be paid at the employee's regular hourly rate.

**b)** For clarity, the Parties acknowledge that for employees who are subject to the fourteen (14)-hour per week maximum, the number of hours required in a week may occasionally exceed fourteen (14). Such extra hours require prior approval by an employee's non-bargaining unit ~~supervisor~~ **Manager/designate** and will be compensated as extra hours at the employee's regular hourly rate.

20.08 In the event that an employee's appointment is ended earlier than the anticipated end date for non-disciplinary reasons, the employee will be provided with written notice not less than two (2) weeks prior to the early termination. Such notice shall provide the reason(s) for the early termination and a copy of this notice will be provided to the Union.

20.09 No employee is required to do work of a personal nature for any other person employed by the Employer.

## **ARTICLE 21 – STATUTORY PAID HOLIDAYS**

21.01 **[NEW]** Remembrance Day and Truth and Reconciliation Day are not paid holidays. However, an employee who wishes to attend either the Remembrance Day and/or the Truth and Reconciliation Day ceremonies/programming offered by the Employer during work hours scheduled by the Employer will be allowed sufficient paid time to do so with the approval of their ~~supervisor~~ **Manager/designate**. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Remembrance Day and/or Truth and Reconciliation Day ceremony/program during work hours scheduled by the Employer will be given sufficient time, up to a maximum of four (4) hours, to do so, with the first hour as paid time; the employee must request leave from their ~~supervisor~~ **Manager/designate** a minimum of two (2) weeks in advance of the observance date.

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

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

or any other day that is subsequently declared by the Employer to be a holiday.

***What does this mean?***

Employees can request, a minimum of two (2) weeks in advance, paid time off from their employer-scheduled work shift, up to a maximum of four (4) hours, to attend ceremonies/programs on Remembrance Day or Truth and Reconciliation Day.

21.02 Should a holiday enumerated in Article ~~19.04~~ **21.01** fall on a day that the employee is not scheduled to work the employee shall receive holiday pay in accordance with section 24(1)(a) of the Ontario *Employment Standards Act, 2000* so long as the employee worked their full regularly scheduled shift immediately preceding and immediately following the holiday. This provision shall constitute an agreement for the purposes of section 29(3) of the Ontario *Employment Standards Act, 2000*.

21.03 Should an employee be scheduled to work on a holiday enumerated in Article ~~19.21.01~~, they shall be paid at the rate of one and one half (1.5) times their regular hourly rate for all hours worked on that day in addition to holiday pay referenced in Article ~~19.02~~ **21.02**

**ARTICLE 22 – PAY IN LIEU OF VACATION AND BENEFITS**

22.01 The Parties recognize that the nature of bargaining unit employees' work is such that taking time off for vacation during an academic term or during the term of an appointment is not practicable. As such, ~~the sum of 7% in lieu of pay and benefits shall be added to the wages set out in Schedule~~ **Appendix "A"**.

- (a) **for those who have less than five (5) years of cumulative service without a “break in service”, the sum of 7 four percent (4%) in lieu of vacation pay and eight three percent (8 3%) in lieu of benefits shall be added to the wages set out in Appendix A Schedule "A";**
- (b) **for those who have five (5) or more years of cumulative service without a “break in service”, the sum of six percent (6%) in lieu of vacation pay and eight three percent (8 3%) in lieu of benefits shall be added to the wages set out in Appendix “A”.**

- 22.02 The amount paid in lieu of vacation pay and benefits shall be shown on the employee's statement of earnings as a separate amount.
- 22.03 It is agreed that this vacation pay arrangement constitutes agreement of the Parties for the purposes of obtaining the Director's approval to permit employees to forego taking vacation, pursuant to section 41(1) of the Ontario *Employment Standards Act, 2000*.

## **ARTICLE 23 – LEAVES OF ABSENCE**

- 23.01 A leave of absence will not operate to extend or otherwise alter the end date of an employee's work term/contract.

### ***Bereavement Leave***

- 23.02 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. ~~Employees will be granted leave from work without loss of normal earnings during the five (5) business days following the death of a parent including a step-parent, spouse/partner, a sibling including a step-brother or sister, a child including a step-child, a grandparent, a grandchild, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law.~~

### ***What does this mean?***

Language included to align with USW Support Staff collective agreement and applies to scheduled work time.

- 23.03 Upon request at the time of the bereavement, an employee may elect to set aside an agreed number of hours, up to a maximum of the employee's regular work day of available bereavement leave, to be used within **the same work term/contract** ~~one (1) year of the death~~, to attend a memorial service, interment or the like.

### ***Jury Duty***

- 23.04 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify their ~~non-bargaining unit supervisor~~ **Manager**/designate.
- 23.05 An employee will be granted leave for working time actually lost because of jury duty and for time spent in attendance under subpoena in a court proceeding in which the Employer is a

party, provided that the employee provides their ~~non-bargaining unit supervisor~~ **Manager**/designate with a written statement from an authorized public official or the counsel of the party on whose behalf they have been subpoenaed, certifying the required date and time of their court attendance.

- 23.06 An employee who has been granted such leave will continue to be paid during their attendance for jury duty or under subpoena, as applicable, for all scheduled hours of work provided that they submit written confirmation of the date(s) and time(s) on which they appeared and/or served, from an authorized public official or the counsel of the party on whose behalf they have been subpoenaed.
- 23.07 The employee agrees to sign over to the Employer the payment received if requested for jury or witness duty, excluding payment for days not part of their normally scheduled work week, traveling, meals or other out of pocket expenses. The employee will provide the proof of the amount of pay received to their direct ~~supervisor~~ **Manager**.
- 23.08 If the Employer subpoenas the employee as a witness, all time spent in witness preparation with the Employer's counsel and all time spent in attendance under subpoena will be paid at the employee's regular hourly rate, but will not be considered to be working time pursuant to their work term/contract.

#### ***Paid Sick Leave Time***

- 23.09 Sick Leave **Time** 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.
- 23.10 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 ~~two (2)~~ **three (3)** days of paid sick leave **time** per Academic Term. For clarity, it is understood that a day of paid sick leave **time** is equivalent to the working time actually lost during an employee's scheduled shift(s) on that day.
- 23.11** To qualify for paid sick leave **time**, an employee shall notify their ~~non-bargaining unit supervisor~~ **Manager**/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~~ **Manager**/designate and to ~~Return to Work Services~~ **Employee Wellness Services** at reasonable intervals.

#### **ARTICLE 24 – PROFESSIONAL DEVELOPMENT**

- 24.01 Should the Employer require attendance at any professional development seminars, workshops, etc., that were not originally included in the calculation of the time involved in the work term/contract pursuant to Article 14.03~~20.03~~, it is agreed payment shall be at the employee's regular hourly wage rate.
- 24.02 ~~A bargaining unit employee employed in Student Academic Success Services shall have available up to four (4) hours per academic term in which they hold a work term/contract to attend in-house professional development sessions, as approved by the Director, Student Academic Success Services/designate. Attendance at such sessions shall be on a voluntary basis and shall be paid at the employee's regular hourly rate. Time spent in such sessions shall not, unless otherwise stipulated by the Director, Student Academic Success Services/designate, count towards the hours of work stated in the employee's work term/contract. Unused time from one academic term is not subject to pay-out nor may it be carried over to another academic term.~~

## **ARTICLE 25 – GENERAL**

- 25.01 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.
- 25.02 The Employer will provide three (3) copies of this Agreement with original signatures to the Union within ninety (90) calendar days of its ratification by both Parties. This Agreement will be posted to the Employer's Human Resources website. In addition, the Employer will make copies of the Agreement available to each newly hired employee upon the commencement of their initial appointment/work assignment; the Agreement will be made available in electronic format, unless a printed copy is requested by an employee. The Employer will provide the Union with ten (10) copies of this collective agreement in booklet form.

### ***Intellectual Property***

- 25.03 (a) In accordance with Section 5.1 of the *Report of the Senate Ad Hoc Committee on Intellectual Property* materials, including without limitation lecture notes and course materials, created by employees in the course of their bargaining unit employment shall be considered works for hire. Intellectual property in such material shall be owned, in the first instance, by the Employer if it was created under a contract of employment that assigns responsibility for the creation of such material to the employee. An employee who is the creator of material referenced in Article 22~~25~~<sup>25.03 above</sup> will, with the agreement of their **Manager** supervisor, faculty member collaborator or other applicable individual as the context requires, receive recognition for their contribution to the material, but such recognition shall not affect the legal status of the intellectual property in the material.



- (b) Article ~~22~~**25**.03(a) does not apply to materials that a member of the bargaining unit creates entirely distinct from, and outside the scope of, their employment as an Academic Assistant.

***Employee's Mailing Address [New subheading]***

- 25.04 It is each employee's responsibility to notify Human Resources in writing using the Human Resources self-service system of any change in the employee's mailing address. The Employer shall be entitled to rely upon the last address furnished by the employee for all purposes.

**ARTICLE 26 – LIBRARY PRIVILEGES**

- 26.01 The Employer agrees that Academic Assistants covered under this Agreement shall have access to library and other research-related material, including but not limited to library book lending privileges and electronic off-site library access.

**ARTICLE 27 – CORRESPONDENCE**

- 27.01 A All formal notices to the Union or to the Employer required by this **Collective** Agreement or incidental thereto shall pass to and from the Employer's Senior Director of Employee/Labour Relations or their designate, **Unit Chairperson or their designate**, and the ~~USW Kingston Staff Representative~~ **Local Union President** or their designate. ~~Any change in current addresses for both Parties shall be communicated to the other Party in a timely fashion.~~

**ARTICLE 28 – WAGES**

- 28.01 The wage rates set out in ~~Schedule~~ **Appendix "A"** attached hereto and forming part of this Agreement shall be regarded by both Parties as minimum hourly rates to be paid to employees in the bargaining unit. The minimum rates permit the Employer flexibility in determining remuneration appropriate to the employee's special qualifications. No employee shall be paid less than the minimum rate.

**Article ~~30~~29 – Technological Change [New Article]**

- ~~30~~29.01 The Employer agrees to provide employee 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.**

***What does this mean?***

Language included to align with USW Support Staff collective agreement.

**ARTICLE 2930 – DURATION AND MODIFICATION TERM OF COLLECTIVE AGREEMENT**

2930.01 This Agreement shall be effective from September 1, 2020~~2023~~ and shall continue in effect up to and including August 31, 2023 ~~2027~~ 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.

2930.02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 27.01~~2930.01~~, such negotiations shall commence within **fifteen (15)** days thereafter or such other date as the Parties may mutually agree.

## **APPENDIX "A" – WAGES AND CLASSIFICATIONS**

Effective September 1, 2025

An increase of 8% (**being a market increase of 5%, and an ATB increase of 3%**) will be applied to the minimum rate for the classification as outlined in the chart below.

Effective September 1, **2026**

An increase of **6%** (**a market increase of 3.5%, and an ATB increase of 2.5%**) will be applied to the minimum rate for the classification as outlined in the chart below.

September 1, <b>2025</b>	September 1, <b>2026</b>
<b>\$32.30</b>	<b>\$34.25</b>

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.

## **LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS OUTSIDE OF WORKING HOURS**

The Parties recognize that due to the part-time nature of the work terms/contracts within the bargaining unit, Union Officials (employees acting in their capacity as Unit Chairperson, **Union Representatives** Stewards and Committeepersons and who have not had a break in service of 24 consecutive months or more) may be required to attend meetings with the Employer during their non-working hours.

To assist with the administration of the collective agreement by Union Officials, the Parties agree to the following:

1. ~~The University has provided the Union with a lump sum payment of \$8,500. The purpose of this payment is to compensate Union Officials appointed to represent the bargaining unit on a Joint Health & Safety Committee (JHSC), for time spent during their non-working hours participating on a JHSC.~~
2. ~~The University has provided the Union with a lump sum payment of \$3,000. The purpose of this payment is to compensate Union Officials for time spent during their non-working hours, in attendance at meetings **required** by the Employer, which include, but are not limited to:~~
  - ~~Regular bi-monthly meetings between the Local 2010-01 Unit Chairperson and an Employee/Labour Relations representative;~~
  - ~~Labour/Management meetings;~~
  - ~~Other University Committee meetings;~~
  - ~~Grievance meetings;~~
  - ~~Collective bargaining and conciliation meetings.~~
3. ~~The Union will administer payment to Union Officials, at their hourly wage rate, for time spent in attendance at JHSC meetings and other meetings as referenced in paragraph 2 above, to a maximum of 7 hours per business day.~~
4. ~~On or before September 30<sup>th</sup> of each year, the Union will provide the University with an Annual Statement, for the period September 1<sup>st</sup> to August 31<sup>st</sup>. The Annual Statement will be in excel format and contain the following information:~~
  - ~~the name of each Union Official who has received a payment(s) for attendance at a JHSC meeting;~~
  - ~~the name of each Union Official who has received a payment(s) for attendance at a meeting as referenced in paragraph 2 above;~~
  - ~~the date and time of the meeting(s);~~
  - ~~the purpose of the meeting(s), if unrelated to the JHSC;~~
  - ~~the length of time in attendance at the meeting(s); and~~

- ~~the employee's hourly wage rate.~~
5. ~~Within 60 calendar days of receiving the Annual Statement, the University will provide the Union with a lump sum payment in the amount indicated in the Annual Statement. This amount will not exceed \$8,500 annually for JHSC meetings and \$3,000 annually for meetings as outlined in paragraph 2 above. The Union may use a surplus in one fund to offset a deficit in the other fund. Any payment(s) determined by the Employer to have been made contrary to the provisions of this LOU, will not be included in the lump sum payment.~~
  6. ~~In circumstances where a Union Official holds more than one work term/contract, with different hourly wages, the Parties agree that the Union Official will be paid as follows:~~
    - i) ~~For JHSC meetings: at the hourly wage rate of the work term/contract associated with their participation as a representative on the JHSC~~
    - ii) ~~For meetings as referenced in paragraph 2 above: at their lowest hourly wage rate.~~
  7. ~~Where a Union Official is granted a paid leave to attend a meeting with the Employer pursuant to Articles 8.03 (c), 8.04 (a), 8.06, 8.08, **9.01** and **9.03** 8.12 of the collective agreement, they are not eligible for payment pursuant to this Letter of Understanding.~~

**Dated this ~~day of~~, 2025**

***What does this mean?***

Language on this topic was incorporated into the body of the collective agreement.

## **[NEW]** Letter of Understanding – Data & Reporting

Whereas USW Local 2010-00 and the Employer have negotiated a collective agreement which includes the Letter of Understanding – Data & Reports.

For the purpose of consistency and efficiency the parties agree to include a representative from USW Local 2010-01 representing Academic Assistants to participate on the committee, and include the data and reporting needs of Local 2010-01, as per the term of the 2010-00 Letter of Understanding.

### ***What does this mean?***

The Letter of Understanding is included in the USW Support Staff collective agreement. It is work the university and union will undertake related to data and reports provided to the union.

**MEMORANDUM OF AGREEMENT (“MOA”)**

Between:

**QUEEN'S UNIVERSITY (“the UNIVERSITY”)**

**and**

**USW LOCAL 2010 (“the UNION”)**

*Re: Recognition of Indigenous Peoples*

**WHEREAS** the Parties are desirous of entering into discussions regarding the appropriate recognition of Indigenous Peoples in the Collective Agreement;

**AND WHEREAS** the Parties are desirous of having more comprehensive discussions on the issue and ensuring that an appropriate level of consultation occurs with partners prior to any changes being made to the Collective Agreement;—

**NOW THEREFORE** the Parties agree to the following:

1. The Parties will establish a committee to discuss recognition of Indigenous Peoples in the Collective Agreement;—
2. The Committee will be comprised of an equal number of representatives of the University and the Union;—
3. The University and the Union will both include representation from Indigenous Peoples on the Committee;
4. The Committee may invite guests to attend the Committee meetings to assist the Committee in their discussions;—
5. The Committee will meet as necessary, commencing in October 2025 with the goal of making recommendations within 12 months;—
6. The Committee may decide to make written recommendations to the Parties, which may include changes to the Collective Agreement. The Parties will discuss any recommendations made at the Labour/Management Committee. Any decision made by the Parties to implement recommended changes to the Collective Agreement will be the subject matter of a Letter of Understanding. Further, the Parties agree to include the provisions of the Letter of Understanding as housekeeping changes in the subsequent Collective Agreement;—

## Memorandum of Agreement – Recognition of Indigenous Peoples

During the negotiations for this renewal Collective Agreement, the Parties discussed the inclusion of a member of the Academic Assistants bargaining unit attending the joint University and USW Local 2010 (*Support Staff*) committee to discuss the recognition of Indigenous Peoples in the Local 2010 Collective Agreement.

The Parties have agreed to include one (1) Academic Assistant on the joint University and USW Local 2010 (*Support Staff*) committee to concurrently discuss recognition of Indigenous Peoples in the USW Local 2010-01 (*Academic Assistant*) Collective Agreement, which is scheduled to commence **[insert date]**.

Further, the Parties have agreed to follow the intent and provisions of the Memorandum of Agreement (“MOA”) between Queen’s University and USW Local 2010 **[insert link]** for support Staff renewed on March 24, 2025, including committee establishment, recommendations, etc.

SIGNED THIS 3rd day of July 2025

FOR THE EMPLOYER:

FOR THE UNION:

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### ***What does this mean?***

This is existing language in the USW Support Staff collective agreement. The addition here provides an opportunity for AA staff to participate in the discussions.