

**Renewed Collective Agreement Highlights: Queen's University
and
USW Local 2010**

Renewed Agreement: January 1, 2025 to December 31, 2027

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PART ONE: HOUSEKEEPING

1. Hyperlinks to be **maintained** to all references in the electronic copy of the Collective Agreement, except as follows:
 - (b) ~~Ontario Labour Relations Act, 1995, SO 1995, c1, Sch A~~
 - (g) ~~Joint Health and Safety Committees~~
2. Change all references to the “University” to the “**Employer**” throughout the collective agreement.
3. Change all references to the “Agreement” to “**Collective** Agreement”, as applicable throughout the collective agreement.
4. Change the formatting for all number references in the Collective Agreement to reflect words and numbers (e.g. fifteen (15)).

PART TWO: SUBSTANTIVE CHANGES

COVER PAGE

Effective date of renewed Collective Agreement to be revised pursuant to Articles 35.01 and 35.03.

LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT

(Revised Heading)

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 ronwatién:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón: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 bimaadiziwig , babaayaawag miinwaa da wiiji-nokiimdiwig wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wiiminaadendmindwaa manpii sa gdininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

ARTICLE 1 – PURPOSE OF COLLECTIVE AGREEMENT

(Revised Heading)

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 clarifies that while a Collective Agreement exists, the terms and conditions will be compliant with the minimum entitlements of the ESA. This language is also in alignment with other USW collective agreements.

ARTICLE 2 – RECOGNITION & AND SCOPE

(Revised Heading)

ARTICLE 3 – DEFINITIONS

(h) “Department” means an academic unit, an administrative unit, a centre, a division, an institute, or a school/**faculty**, as the context may require, **or otherwise as may be agreed by the Parties.**

What does this mean?

Update to the definition in order to provide clarity in application of language throughout the collective agreement.

ARTICLE 4 – UNION DUES

Employee Information

(Revised Subheading)

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

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

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

Union Orientation

(New Subheading)

4.10 **08** (a) Within **ninety (90)** calendar days from the start of employment, new employees shall be allowed **one and a half (1.5)** hours including travel time to attend a Union orientation session, which will be attended by no more than **two (2)** Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.

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

What does this mean?

This was existing language; however, a new subheading was created for the purpose of better organization of the collective agreement. All subsequent articles will be renumbered.

Data Provided by Employer

(New Subheading)

4.11

(c) Home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information **to the Employer;**

(f) **Appointment** status (continuing, **continuing-term**, or term);

4.13 On a ~~monthly~~ **quarterly** basis, the **Employer** ~~University~~ will provide the Union with a list of USW bargaining unit members on the accommodation list **in electronic format.**

What does this mean?

Update provided on when and how information is to be provided to the Union.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

(Revised Heading)

6.01 There shall be no strike or lockout during the term of this **Collective Agreement**. The words "strike" and "lockout" shall be as defined in the Ontario [Labour Relations Act, 1995, SO 1995, c1, Sch A](#), **as may be amended from time to time (hereinafter, "the OLRA").**

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

What does this mean?

USW employees may decline to do the work of members of a different bargaining unit that are on strike or locked out.

ARTICLE 7 – LABOUR/MANAGEMENT COMMITTEE

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

What does this mean?

The frequency of the LMC meetings has been changed to quarterly and will be organized with USW Local 2010-01 (Academic Assistants) and USW Local 2010-02 (Residence Dons).

7.04 The LMC has no authority to alter, modify or amend any part of the ~~e~~**C**ollective ~~a~~**A**greement.

What does this mean?

Any alterations, modifications or amendments to the Collective Agreement can only be made during the collective bargaining process.

ARTICLE 8 – UNION REPRESENTATION

Temporary Leave for Union Business

(Revised Subheading)

8.09 Employees who are elected or appointed by the Union to attend Union business, such as conventions, conferences, **training**, or educational seminars, shall be granted a leave of absence without pay by the **Employer University** provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than **ten (10)** business days’ written notice be given. The notice shall include the names of employees in respect of whom leave is being requested,

the name of each employee's Manager and the employee's department. The written notice shall be sent to the Senior Director, Employee/Labour Relations or designate, who shall advise the appropriate Manager(s) of the request and will provide a written response to the Union within **five (5)** business days.

What does this mean?

Training has been added to the list of what is considered Union business. The timelines for notice and approval have remained the same but are updated as per the housekeeping changes.

- 8.18 Where the ratification vote is held during a Bargaining Unit member's regular working hours the Bargaining Unit member will be granted ~~one and one half~~ **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 regular working hours, the Manager/designate may determine which session the employee attends based on operational requirements.

What does this mean?

The amount of time to be granted for a USW member to attend a ratification vote has been increased to three (3) hours.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

(Revised Heading—article and all sub-articles moved from Article 12)

- 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?

In circumstances where an employee's actions or behaviour are deemed to be egregious, those actions or behaviours will determine at which step in the progressive discipline process disciplinary proceedings will begin.

Representation

(New Subheading)

[Note: Article 12 was moved into Article 11 (and vice versa). The old versions of new Articles 11.04 and 11.05 are included below as strike-outs for context.]

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

~~12.04 — When the University is considering disciplining an employee, the University will meet with the employee and a Union Representative unless the employee waives their right to have a Union Representative present. The University will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within 10 business days of this meeting the University will advise the employee of its decision to impose discipline or not. The Union will also be informed of the decision if a Union Representative was present at the meeting. If the University requires additional time to complete its investigation prior to making its decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.~~

11.04 (a) Prior to attending a meeting with the Employer at which discipline related to performance or misconduct and involving a written warning or suspension may be imposed, an employee is entitled to be notified of the nature of the problem which may result in such action and that they may be accompanied by a Union representative at that meeting. In the matter of a discharge, the employee shall be accompanied by a Union representative, and the Union shall be notified of the time and date of such a meeting by the Employer.

(b) At their request, an employee will be entitled to be accompanied by their Union Representative at any disciplinary meeting, including at a

meeting that may result in discipline related to poor performance, unless the employee waives their right to have a Union Representative present.

(c) In circumstances where the employee waives their right to have a Union Representative present, the union will be provided a copy of the signed union waiver upon consent of the employee.

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

What does this mean?

When arranging a meeting to discuss performance or misconduct that may result in discipline, employees are entitled to know the nature of the problem prior to attending the meeting. The employee should be advised of their entitlement to Union representation, or if the employee declines union representation, a waiver is to be signed by the employee confirming they were advised of the entitlement to Union representation and declined. These articles were moved and renumbered as per the housekeeping notes.

Disciplinary Process

(New Subheading)

11.07 When making a disciplinary decision, the **Employer** ~~University~~ 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 disciplinary records will be removed from their ~~employee's personnel~~ **Employee Human Resources File** file.

What does this mean?

Update to how the timeline is written for considering previous discipline on file as per the housekeeping notes. The timeline has not changed and remains eighteen (18) months. Clarification has been added to note that the disciplinary record is filed in the official Human Resources File.

ARTICLE 12 – GRIEVANCE PROCESS

(Revised Heading—article and all sub-articles moved from Article 11)

12.01 It is the mutual desire of the Parties that any complaint arising between the **Employer** University and an employee and/or the Union with respect to the administration, application, interpretation, or alleged violation of the **Collective** Agreement be addressed as efficiently as possible. **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** University and an employee and/or the Union as to the administration, application, interpretation, or alleged violation of the provisions of this **Collective** Agreement the following **Informal Resolution Request process** will be followed:

Informal Resolution Stage Request

(Revised Subheading)

12.03 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.

~~11~~12.04 (a) This Informal Resolution **Request process** 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 or complaint directly with an Employee/Labour Relations Advisor within **fifteen (15)** business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.

~~(c)~~ 12.05 If the issue or complaint is not resolved within **five (5)** business days after it has been brought to the attention of the employee's Manager or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been

agreed to by the Parties, then the following ~~s~~Steps of the grievance **process** ~~procedure~~ may be invoked. †

What does this mean?

The language added confirms that an Informal Resolution Request may be initiated by either the employee or the Union on behalf of the employee. While the Union may raise the issue, the request to have the issue raised needs to originate with the employee.

Step 1 Written Submission

(New Subheading)

12.06 ~~**Step 1:**~~ The aggrieved employee (the “grievor”), or a ~~USW Staff Representative/Union Representative/~~**USW Staff Representative** on the grievor’s behalf, may submit a written grievance to the Department Head/designate within **ten (10)** business days of the date the Informal Resolution ~~Request Stage~~ response was provided. The grievance should outline the facts giving rise to the grievance, the Article(s) of the **Collective** Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a ~~USW Staff Representative/Union Representative/~~**USW Staff Representative** if available. The Department Head/designate will provide the grievor and the Union with a written response within **ten (10)** business days after the grievance was submitted.

Step 2 Meeting

(New 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 **ten (10)** business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Senior Director, Employee/Labour Relations, or their designate, will meet with the ~~USW Staff Representative/Union Representative/~~**USW Staff Representative** who signed the grievance, or their specified designate, and the grievor within **ten (10)** business days after the date on which the Senior Director, Employee/Labour Relations received the grievance.

At the Union's discretion, a USW Staff Representative may also attend the Step 2 grievance meeting. The Senior Director, Employee/Labour Relations, or their designate will provide the Union and the grievor with a written response within ten (10) business days after the Step 2 Grievance meeting.

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

12.09 **Policy Grievance:** A Policy grievance arising directly between the Employer and the Union shall be originated under Step 2. However, it is understood that the provisions of this Paragraph shall not be used to bypass the regular grievance procedure to institute a grievance directly affecting an employee(s), which such employee(s) could themselves have instituted. A Policy grievance filed by the Employer or the Union must be submitted within **fifteen (15)** business days after the occurrence of the facts giving rise to the grievance or within **fifteen (15)** business days after the date on which the Employer or the Union, as applicable, ought reasonably to have been aware of the occurrence of the facts giving rise to the grievance.

12.10 ~~An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing within 10 business days of the meeting provided for in Step 2.~~ **Group Grievance:** A group grievance arises when **two (2)** or more employees wish to raise a matter arising from substantially the same alleged violation of this **Collective** Agreement. In the case of a group grievance, the Informal Resolution **Request Stage** shall be undertaken by the Union in accordance with Paragraph ~~11.04 (b)~~ **12.04 (b)**. Failing resolution of the matter after the Informal Resolution **Request, Stage**, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of **three (3)** grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.

12.11 ~~A group grievance arises when 2 or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a~~

~~group grievance, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 11.04 (b). Failing resolution of the matter after the Informal Resolution, Stage, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.~~ **Employer Grievance:** An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing within **ten (10)** business days of the meeting provided for in Step 2.

- 12.13 (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.**

What does this mean?

By mutual written agreement of the Parties a step in the grievance process can be skipped and the proceedings will continue at the next applicable step. For example: if the Parties agree that step 1 for a specific grievance should be waived, the grievance in question will continue at step 2 of the grievance process. The majority of the grievance language remains the same; however, articles were adjusted and/or moved in order to provide ease of reference.

ARTICLE 13 – ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the administration, application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grieving Party may, within **twenty (20)** business days after the Step 2 written response is received or due, provide written notification to the other Party of its intention to proceed to arbitration.
- 13.03 In its written referral pursuant to Article 13.01, the referring Party will list **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.

What does this mean?

The Parties agreed to language providing additional information pertaining to the election of an arbitrator. The timelines for suggesting proposed arbitrators have been clarified

ARTICLE 15 – WHISLEBLOWER PROTECTION

- 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.**

What does this mean?

Added language reinforcing that employees are allowed to have a Union Representative present regardless of their status in an investigation.

- 15.08 If a whistleblower believes they are being retaliated against after reporting a violation, they should contact ~~Queen's~~ **the** Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.

ARTICLE 16 – NO HARASSMENT OR DISCRIMINATION

- 16.03 **(a)** Harassment is defined as set out in the University's [*Harassment and Discrimination Prevention and Response Policy*](#) and means: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and can include comment or conduct through any

electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the Ontario [Human Rights Code](#).

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

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

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

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

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

16.12 ~~Alternatively, any~~ Any allegation of discrimination or harassment in the workplace, including an allegation of Code-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this Agreement.

16.1416 An employee has the right to file a grievance under this Collective Agreement, or an application **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.

- ~~16.16~~**18** In dealings with the **Employer University** 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.

ARTICLE 17 – HEALTH AND SAFETY

- ~~17.0604~~**03** (a) The ~~University~~**Employer** will supply, and employees will wear/utilize, personal protective equipment and any other devices that the ~~University~~**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.**

What does this mean?

Employees are able to, at their own expense, purchase and use additional PPE unless it is determined that the additional PPE poses a health and safety risk. For example: Should an employee choose to wear a face mask when not required by the Employer, provided it does not pose a health and safety risk, the employee may choose to wear a mask.

Joint Health and Safety Committees

(New Subheading)

- ~~17.0304~~ The Union will select a worker representative for each applicable [*Joint Health and Safety Committee*](#) formed under the Ontario [*Occupational Health and Safety Act*](#). This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- ~~17.0405~~ A worker representative on a [*Joint Health and Safety Committee*](#) may become a certified worker representative on the Committee. The **Employer University** will provide the required training for certification at no cost to the employee or the Union.

- 17.0506 When a worker representative on a [Joint Health and Safety Committee](#) ceases to be employed in the bargaining unit, they will cease to be a worker representative on the Committee.

Safety Footwear

(New Subheading)

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

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

(Revised Heading)

- 18.04 If an employee's term appointment to a position expires but the employee is appointed to the same position within **thirteen (13)** weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between **two (2)** such appointments shall not be included in the calculation of the employee's length of consecutive appointments to the same position.
- 18.06 (e) **(i)** The **Employer** ~~University~~ will post a [seniority list](#) on the Human Resources web site by January 15th and July 15th of each year. The [seniority list](#) will include the name of each employee in the bargaining unit who has completed their probationary period and will indicate the employee's seniority date.
- (f) Employees shall have the right to challenge the accuracy of their seniority for a period of 30 days from the date the [seniority list](#) is posted on the Human Resources web site. **The Employer will endeavor to respond within thirty**

(30) days from the date of receipt of the seniority challenge. If the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the [seniority list](#) shall be deemed final for all purposes except in the case of clerical errors.

What does this mean?

There is now a thirty (30)-day timeline for responding to a seniority challenge from an employee.

18.08 Each **job** posting must identify: the date of the posting, the date by which applications must be received, the job title, the appointment type (i.e., "continuing", "term" or "continuing term"), the position number, the FTE of the position, the Department, salary grade, **hours of work, remote work details (if applicable)**, length of term, **job** description ~~of the work~~, and the qualifications required.

What does this mean?

The bold items have been added to the list of requirements for information that is to be included in job postings for USW bargaining unit positions.

18.10 Prior to posting a position in the bargaining unit, the **Employer** ~~University~~ will attempt to fill the position with a University employee who requires accommodation pursuant to the Ontario [Human Rights Code](#). **The Employer will notify the Union if a position in the bargaining unit is filled by an employee from the University Accommodation Program.**

18.11 ~~(a) Term appointments will be determined for renewal in accordance with Article 18.03. following ratification of this Agreement shall first be offered to the incumbent. if they have the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.~~ **A previously posted term appointment of greater than twelve (12) months determined for renewal shall first be offered to the incumbent, provided no documented performance issues exist related to the same term appointment.**

What does this mean?

If a term appointment of twelve (12) months or longer was originally posted and filled, the renewal of that term appointment will be offered to the incumbent as long as there are no documented performance issues relating to the term appointment renewal in question.

(b) The ~~University~~ **Employer** is not required to post a ~~job position~~ if ~~the job a position is filled but~~ becomes vacant again within three (3) months of the job **being posted. successful applicant starting being placed.** The ~~University~~ **Employer** will reconsider the **previous** applicant pool **prior to determining the need to post.** ~~from which the successful applicant was selected.~~

What does this mean?

Should a job become vacant within three (3) months of the job being posted the Employer will review the applicant pool from the posting to determine whether one of the previous applicants is suitable prior to deciding to re-post the job.

- 18.13 When requested to do so, a representative of the hiring committee will meet with an employee who was granted an interview but who was not selected as the successful candidate to provide feedback and discuss how the employee might prepare for future job postings. **The parties will endeavour to schedule the meeting in a timely manner.**
- 18.14 (iv) an employee on leave from a continuing position will return to their home position at the end of the temporary leave, if the continuing position still exists. If it does not, then the provisions of this **Collective** Agreement concerning ~~Indefinite~~**Permanent Layoff** shall apply.
- 18.16 At least **three (3)** weeks in advance of a layoff notice being issued, the Local Union President/designate shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.
- 18.17 Within **two (2)** weeks of notifying the Local Union President/designate about the pending layoff, the ~~Employer University~~ will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the **Employer University** and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff. When requested to do so, the Employer will provide the Union with the job description(s) and the **applicable** organizational chart(s) ~~if available.~~
- 18.25 (a) (i) During a temporary layoff that involves a reduction of hours but during which the employee continues to work at least 40% of their FTE hours, the

following benefits will continue provided they were enrolled in such benefit(s) on the date of the notice of layoff:

University Pension Plan of Ontario (UPP)

(b) (i) During a temporary layoff during which the employee works less than 40% of their FTE hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff:

University Pension Plan of Ontario (UPP)

(c) (i) During a temporary layoff during which the employee works no hours, they may continue coverage for the following benefits provided they were enrolled in such benefit(s) on the date of the notice of layoff and provided the employee authorizes monthly direct banking debit for the employee share of the premium or contribution costs:

University Pension Plan of Ontario (UPP)

Layoff and Redeployment for Continuing and Continuing Term Appointments

(Subheading Change)

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

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

| | |
|------------------|----------|
| 19 Years | 25 Weeks |
| 20 or more Years | 26 Weeks |

- 18.27 (a) if an employee is on a leave of absence pursuant to the [Employment Standards Act, 2000](#), the notice period and entry into the redeployment pool will begin on the date the employee is scheduled to return to work from such leave, **inclusive of any pre-approved accrued vacation;**
- (b) if an employee is ~~on~~ **receiving Workplace Safety and Insurance Board (WSIB)** or **on Long Term Disability (LTD)** leave, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
- (c) if an employee is on ~~sShort tTerm sSick tLeave~~, the notice period and entry into the redeployment pool will begin on the date the employee is determined to be fit to return to work from such leave;
- 18.29 (a) An employee who receives notice of ~~indefinite~~ **permanent** lay-off due to the elimination of their position will enter the redeployment pool. **Where notice is provided while the employee is on vacation, or where the notice period includes the Winter Closing period, the length of the employee's redeployment shall be extended by the length of the vacation period or the length of the Winter Closure following the delivery of notice, as the case may be.**

What does this mean?

An employee that has been provided notice of permanent layoff and enters the redeployment pool will have their time in the redeployment pool extended to account for vacation or the Winter Closing period as applicable. The intention is to make sure employees that are on notice of permanent lay-off are able to utilize the full redeployment period while attempting to find other employment.

- 18.30 (b) Provided that the employee's application is **submitted through the applicant tracking system** ~~by the Human Resources Department~~ while they are still in the redeployment pool and discloses the **required** ~~requisite~~ skills, qualifications, ability and relevant experience as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.

What does this mean?

Applications must be submitted through the applicant tracking system, currently 'CareerQ', while the employee is still in their redeployment period. The application must also disclose all requirements as stated in Article 18.30 for the employee to be interviewed prior to the release of other applications to the Department.

(c) If the employee demonstrates the **required** ~~requisite~~ skills, qualifications, ability and relevant experience to perform the work, the employee will be offered the position.

(d) If **two (2)** or more employees from the redeployment pool are interviewed pursuant to (b) above, then the **Employer** ~~University~~ will select the qualified candidate, if any, **who is demonstrably the most qualified candidate for the position. Where the candidates are equally qualified, the candidate with the most seniority will be selected.** ~~in accordance with Article 18.12: (b).~~

18.32 An employee who accepts a term appointment in the bargaining unit will, ~~at the end of the term appointment,~~ have the option to **either:**

(a) begin the term appointment, and remain in the redeployment pool for the duration of the redeployment period; or,

(b) make a one-time election, at any time prior to or at the end of the term appointment, to return to the redeployment pool on an unpaid basis for the remainder of their original period of notice and/or redeployment period, or,

(c) at the end of the term appointment cease employment with the University and receive Regular Severance Pay in accordance with Appendix F.

18.35 **(new) An employee who has received notice of layoff and redeployment and who is the successful candidate for a lower paid position shall retain their current salary for the duration of their notice period, notwithstanding that they may commence the new position prior to the end of their notice period.**

What does this mean?

An employee that is the successful candidate for a lower paid position shall retain their current salary for the duration of their notice period. After their notice period ends they will begin being paid based on the salary of their new lower paid position. The intention of this

language is to ensure that employees that have received notice of lay-off but successfully redeployed are not disadvantaged by beginning in a new role prior to the end of their notice period.

No Layoff or Redeployment for Term Employees

(New Subheading for Article 18.36)

ARTICLE 19 – WORKLOAD

Change of **manager** to **manager/designate** throughout the article

- 19.02 The Parties recognize the importance of regular workload discussions and maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss the **manageability of** their workload with their Manager/designate.
- 19.03 Managers/**designates** will:
- (a) allocate workload in a manner that is fair and reasonable, recognizing fluctuations in workload are normal, ~~and~~;
 - (b) workload may be impacted by numerous factors, including but not limited to seasonality, academic programming, staff shortages, increased demands, **and/or** shifting priorities;
 - (c) **(new) 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.**

What does this mean?

When a position becomes vacant or an employee is absent, the Manager/designate and bargaining unit member will discuss what the priorities of work and what duties, if any, are to be removed. These discussions can also include resources and support available to the bargaining unit member to help manage workload.

- 19.04 (a) An employee who has concerns about their workload should discuss them with their Manager/**designate**, and they are encouraged to work collaboratively to identify ways to improve processes, create efficiencies, and assess resources available to mitigate workload concerns, as may be applicable.
- (b) Workload discussions are not intended to prevent the Manager/**designate** from addressing performance issues.
- 19.05 (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 matter remains unresolved,~~ **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 the Department Head/designate for further discussion., 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?

When a workload issue is raised by an employee the Manager/designate is required to provide a written response to the employee within 15 business days. When a written response is not received within this timeframe, a grievance may be filed regarding the delay. In circumstances where the workload issue is not resolved following receipt of the written response, the concerns may be advanced to Human Resources.

ARTICLE 20 – HOURS OF WORK, LIEU TIME, AND OVERTIME, AND AVERAGING

(Heading Change)

- 20.02 The Parties agree that the provisions of this Article 20 are subject to the Letter of Understanding regarding the Central Heating Plant, and the Letter of Understanding regarding the School of English, the Letter of Understanding regarding Residence Life Coordinators, **and the Letter of Understanding**

regarding Videoconferencing Specialists in Smith School of Business (Studio Specialists). To the extent that a matter addressed in this Article 20 is also addressed in these Letters of Understanding, the provisions of these Letters of Understanding on that matter will prevail.

- 20.03 The work week for full-time employees is normally **thirty-five (35)** hours consisting of **seven (7)** hours per day, or **thirty-seven and a half (37.5)** hours consisting of **seven and a half (7.5)** hours per day, or **forty (40)** hours consisting of **eight (8)** hours per day. The regular weekly hours will be stated in all job postings and in the employee's employment letter. The normal core hours of operation for most departments are 8:30 a.m. to 4:30 p.m., Monday to Friday.
- 20.04 Each employee whose workday consists of **seven (7)** hours or more is entitled to a **one (1)** hour lunch break without pay, approximately mid-way through a workday. Variations to an employee's standard lunch break may be addressed under Article 20.08 as part of an arrangement for ~~flexible working hours~~ **Employee Requested Flexible Hours of Work**. Each employee whose workday consists of **seven (7)** hours or more is also entitled to a paid **fifteen (15)** minute break at an appropriate time during the **first (1st)** and **second (2nd)** half of the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Paid break time cannot be accumulated and taken as time off.
- 20.05 (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide **ten (10)** business days' written notice except in the case of ~~an emergency or when~~ circumstances outside the Employer's control prevent **them** it from doing so.

Variable Hours of Work

(New Subheading)

- 20.07 (a) General:
- (i) **The Parties acknowledge that, for certain positions normal hours of work may vary on a regular basis and may not conform to the Averaging provisions of Article 20.23 (a and/or b) below, due to the nature of the work. These positions will not be subject to Article 20.05 (a) above. This Article will not be used to circumvent the overtime/lieu provisions.**

- (ii) **Variable hours of work will not normally exceed their regular weekly hours of work. ~~normal thirty five (35), or thirty seven and a half (37.5), or forty (40) hours per week.~~ Overtime provisions will only apply where weekly hours of work exceed thirty-five (35), or thirty-seven and a half (37.5), or forty (40) hours per week, as applicable.**
- (iii) **Positions that are subject to the operation of this Article will be positions for which the employee exercises a significant degree of autonomy when scheduling their regular hours of work per day and per week. ~~It is understood that positions defined under this Article will not normally require management oversight in the creation or enforcement of their working hours.~~**
- ~~(iv) For further clarity, Article 20.05 (a) above will not be used to circumvent the overtime/lieu provisions under Article 20.20.~~
- b) On the date of hire, the Employer will advise each employee of their Variable Hours of Work status in their employee letter, ~~a copy of which will be provided to the Union.~~**
- c) An employee whose appointment status is changed because of the operation of this Article will receive a letter from Human Resources, with a copy to the Union, confirming their change of status within thirty (30) days of the change.**
- d) In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it requires or no longer requires variable hours of work as per Article 20.07 (a), the Employer will:**

 - (i) **Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of the Variable Hours of Work Article.**
 - (ii) **The Employer will provide the Union with a copy of the data and rationale referred to in (i) above for its records.**
 - (iii) **The Employer will provide written notice to the affected employee(s) pursuant to Variable Hours of Work Article, and Schedule Change Article of the Collective Agreement.**
 - (iv) **The Employer will provide a copy of the written notice to the Union.**

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

What does this mean?

This Article is for certain positions that have been identified as having variable hours of work due to the requirements of their position. These positions are not subject to the Averaging provisions within the Collective Agreement. Typically, the duties required of these positions may include delivery of programming to students outside of normal hours of work. Variable hours of work refers to non-standard hours where the regular weekly hours of work remain at thirty-five (35), thirty-seven and a half (37.5), forty (40) but where hours of work may vary due to fulfilling the requirements of the position. This Article should not be used for the sole purpose of circumventing overtime/lieu provisions. In order for a position to be recognized under this article, it must either be stated within the employee's offer of employment or through discussion with the Union.

Example:

-Employee's regular schedule is a 35 hour work week

-On Monday, they work 7 hours, Tuesday they work 10 hours, Wednesday they work 4 hours, Thursday and Friday they work 7 hours each day

-Total for the week is 35 hours

Call-Back

20.11 When an employee who has completed their normal work day has left the University premises, and is required by the Employer to return to work, they shall be entitled to call-back pay. An employee entitled to call-back pay will be paid at **one and a half (1.5)** times their regular hourly rate for actual hours worked or will be paid for **four (4)** hours at their regular rate, whichever is greater.

On-Call

20.13 (a) Subject to paragraph (b) below, when an employee is assigned to be on-call and therefore available when not at work, they will be advised at least **ten (10)** business days prior, except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so, of the

date(s) and duration of the on-call assignment. The employee will be paid 1 hour's pay at their regular hourly rate for each period of **eight (8)** hours they are on-call.

(b) When an employee is assigned to be on-call on their scheduled day off or on a Statutory Holiday, they will be paid **one (1)** hour's pay at their regular hourly rate for each period of **six (6)** hours that they are on-call.

(c) When an employee is scheduled for an on-call shift, they will be provided in advance with a Manager/designate contact number in the event a situation requires escalation.

What does this mean?

Employees that are working on call are to be provided a way to reach a Manager/designate in the event that a situation escalates.

20.15 The Parties recognize that the University's operations may require ~~part-time employees to perform additional hours of work and/or for~~ **full-time employees to perform additional overtime work.** ~~hours of work and/or for full-time employees to work overtime.~~ To the extent feasible, additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work and/or overtime, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work and/or the overtime assignment.

20.2022 Subject to Articles 20.24 and 20.25 below, compensation for authorized overtime shall be in the form of either:

(a) **Time off in Lieu Time**

- (i) ~~S~~subject to (ii), (iii), and (iv) below, overtime taken as lieu time shall be accumulated at the rate of **one and a half (1.5)** hours of lieu time for each hour of overtime worked;
- (ii) for an employee whose schedule falls within the normal core work week of Monday to Friday overtime taken as lieu time shall be accumulated at the rate of **two (2.0)** times for each hour of overtime worked on a Sunday;
- (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, overtime taken as lieu time shall be

accumulated at the rate of **two (2.0)** times for each hour of overtime worked on the **seventh (7th)** day in **of their** a work week; ~~when the employee has also worked a 6th day in that work week.~~

(iv) Time in lieu will be taken at times mutually agreed by the employee and Department head/designate; or,

(b) (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, each hour of overtime shall be paid at the rate of **two (2.0)** times the employee's regular hourly rate for each hour of overtime worked on the **seventh (7th)** day in **their** a work week ~~when the employee has also worked a 6th day in that work week.~~

(c) The ~~University~~ **Employer** will maintain an overtime bank for each employee, the accumulated total of which, at any given time, may not exceed ~~twice the number of~~ **seventy (70)** hours in an employee's regular work week. Any additional overtime that exceeds this limit shall be paid, on the next applicable pay date, at the appropriate overtime rate.

Additional Hours of Work for Part-Time Employees (new subtitle)

20.21 (new) The Parties recognize that the University's operations may require part-time employees to perform additional hours of work. To the extent feasible, additional hours of work will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work.

What does this mean?

The language within this article was updated to clarify that employees working part-time hours may be required to work additional hours of work. Those additional hours of work would not be subject to overtime until such time that they exceed, 35 hours, 37.5 hours or 40 hours as applicable in a work week.

20.1722 (a) For employees working less than full-time, including those on reduced periods of responsibility appointments, overtime compensation will only apply when the hours worked actually exceed **thirty-five (35), thirty-seven and a half (37.5), or forty (40)** hours, as applicable in a work week. The employee will be paid at their regular hourly rate up to and including the **thirty-**

fifth (35th), thirty-seventh and half (37.5), or fortieth (40th) hour as applicable, in a week and will be compensated at the overtime rate for work beyond **thirty-five (35), thirty-seven and a half (37.5), or forty (40)** hours, as applicable in a week.

(b) However, if an employee who works less than full-time completes their regular **five (5)**-day work week and then works on the **sixth (6th) or seventh (7th)** consecutive work day, such work will be regarded as overtime and the employee will be compensated at the overtime rate in accordance with Article 20.20~~24~~ above.

Averaged-Non-Conforming Hours (new subheading)

20.24 (a) General (*underline added to section*)

- (i) Subject to Paragraph (b) below, and notwithstanding Articles 20.03, 20.05, and **20.20**, the Parties acknowledge that, for certain work units/positions normal hours of work will vary widely on a regular basis and will not conform to the provisions of Article 20.03 above, due to the nature of the work.
- (ii) **The Parties agree that the employee's employment letter will state that the position is subject to non-conforming hours of work.**
- (iii) Such non-conforming hours of work will not normally require a work week averaging more than **thirty-five (35), or thirty-seven and a half (37.5), or forty (40)**, hours, as applicable, on a **one-to-one (1:1)** ratio, over an academic term and in no case shall any employee be required to work in excess of **sixty (60)** hours in any work week. For clarity, the **Employer University** will strive for employees to take equivalent time off during the **two (2)** consecutive academic terms for each hour worked in excess of **thirty-five (35), or thirty-seven and a half (37.5), or forty (40)**, hours as applicable.
- (iv) An employee who works in excess of their standard weekly hours, averaged over **two (2)** consecutive academic terms, ~~as confirmed in writing to the employee,~~ will be entitled to time in lieu pursuant to **Article 20.20(a)**, which, to the extent possible, will be scheduled in accordance with the employee's preference.
- (v) To the extent that current Hours of Work arrangements provide the same or better entitlement to time in lieu as the standard set out in this Article 20.23~~24~~(a), such arrangements are permitted to continue.

(c) Non-Conforming Hours of Work – Position Assessment: *(new section title underlined)*

In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it requires non-conforming hours of work as per Articles **20.24** (a or b) and, if applicable, travel is an inherent part of the value of the position(s) in accordance with the [Letter of Understanding regarding Travel Time Credit](#), the Employer will:

- (i) Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of Articles **20.24** (a or b) or the Letter of Understanding regarding Travel Time Credits.
- (ii) The Employer will provide the Union with a copy of the data and rationale referred to in (i) above for its records.
- (iii) The Employer will provide written notice to the affected employee(s) pursuant to Article 20.06 of the Collective Agreement, **with a copy to the Union.**
- (iv) In the event that the Union disagrees with the Employer's determination, the Union may file a grievance commencing at Step 2 of the Grievance Process.

(d) In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it no longer requires non-conforming hours of work as per Articles **20.24** (a or b) and/or, if applicable, travel is **no longer** an inherent part of the value of the position(s) in accordance with the [Letter of Understanding regarding Travel Time Credit](#), the Employer will: -

- (i) Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) **no longer** meets the criteria of Articles **20.24** (a or b) or the Letter of Understanding regarding Travel Time Credits.
- (ii) The Employer will provide the Union with a copy of the data and rationale referred to in (i) above for its records.
- (iii) The Employer will provide written notice to the affected employee(s) pursuant to Article 20.06 of the Collective Agreement, **with a copy to the Union.**

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

20.2625 Other than in ~~the~~ “exceptional circumstances” as defined in ~~s~~Section 19 of the Employment Standards Act, 2000, if an employee has worked **thirteen (13)** continuous hours or more, they shall be entitled to at least **eleven (11)** hours of rest before being required to report back to work.

Shift Differential

20.26 Employees whose hours of work regularly begin at 4:00 p.m. or later shall receive a shift premium of ~~\$0.45~~ **\$0.80** per hour.

20.27 Employees whose hours of work regularly begin at midnight or later shall receive a shift premium of ~~\$0.50~~ **\$0.85** per hour.

Weekend Premium

20.28 Employees required to work on weekends shall receive a premium of ~~\$0.50~~ **\$0.80** per hour for all scheduled hours of work on Saturdays and ~~\$1.55~~ **\$1.85** per hour for all scheduled hours of work on Sundays.

20.30

(b) Except for time accrued in the employee's **Lieu Time and Overtime Time Bank(s)** pursuant to Article 20.20 and their current year's vacation entitlement, upon promotion or a change of Department an employee will be paid for all:

- (i) excess lieu time accrued for working overtime; ~~(i.e. lieu time accrued for working overtime prior to the ratification of this Collective Agreement)~~
- (ii) accrued ~~and~~ unused vacation time;
- (iii) accrued ~~but~~ unused travel credits; and,
- (iv) any other kinds of unused lieu time they have been authorized to accrue.

ARTICLE 21 – PAID HOLIDAYS

21.01 Remembrance Day **and Truth and Reconciliation Day** ~~is~~**are** not a paid holidays. However, an employee who wishes to attend ~~one of Queen's~~ **either the Remembrance Day and/or the Truth and Reconciliation Day services ceremonies/programming offered by the Employer** during work hours will be allowed sufficient paid time to do so with the approval of their Manager/designate. Such approval will not be unreasonably withheld. A staff

member who wishes to attend an off-campus Remembrance Day **and/or Truth and Reconciliation Day service ceremony/program** 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 Department Head/designate a minimum of **two (2)** weeks in advance of ~~November 11th~~ **the observance date.**

- 21.05 Should a holiday enumerated in Article 21.02 fall on an employee's regularly scheduled day off and so long as the employee worked their full regularly scheduled shift immediately preceding and immediately following the holiday, the employee will receive an alternate day off with pay on a date that is mutually agreed between the employee and their supervisor, which date must occur not later than twelve (12) months following the holiday. An employee shall not lose the entitlement to an alternate day off with pay if the employee is absent on one or both of the qualifying days referred to in Article ~~21.04~~ **21.02** due to an approved sick leave or any approved paid leave.
- 21.09 Should an employee be scheduled to work on any day during the Winter Closing ~~closure~~ **period** that the employee would have normally worked if not for the closure, they will be paid in accordance with Article 21.06.
- 21.10 Should an employee be scheduled to work on any day during the Winter Closing **period** that the employee would not have normally worked if not for the closure, they will be paid in accordance with Article 21.07.

ARTICLE 22 – VACATIONS

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

Interruption of Vacation

- 22.08 (a) If ~~a an employee's staff member's~~ **an employee's** vacation is interrupted by a death for which they are entitled to Bereavement Leave then their entitlement to substitute Bereavement Leave for vacation shall be governed by Article 23.03.

- (b) If ~~a~~ **an employee's** ~~staff member's~~ vacation is interrupted by a serious illness or accident then their entitlement to substitute sick leave for vacation time shall be governed by Article 24.10.

ARTICLE 23 – LEAVES OF ABSENCE

Pregnancy and Parental Leave

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

23.13

Pregnancy and Parental Leave with Top-Up Benefits

- | | | |
|------------------------------------|--|---|
| (g) Benefits and Pension | During the period of Pregnancy Leave with Top-up Benefits, the University will continue the employee on the benefits and/or University Pension Plan (UPP) in which they are enrolled immediately prior to the commencement of their leave if the employee so chooses. The employee is required to pay their share of the costs of the benefit and/or pension plans in which they are enrolled during the full term of the leave. | During the period of Parental Leave with Top-up Benefits, the University will continue the employee on the benefits and/or University Pension Plan (UPP) in which they are enrolled immediately prior to the commencement of their leave if the employee so chooses. The employee is required to pay their share of the costs of the benefit and/or pension plans in which they are enrolled during the full term of the leave. |
|------------------------------------|--|---|

General Leave Without Pay

- 23.24 The employee must contact the Client Services Unit of Human Resources to discuss arrangements for continued participation in staff benefit plans **and the University Pension Plan**. The full cost for maintaining available coverage under such plans is entirely the responsibility of the employee.

Reservist Leave

- 23.32 An employee who is a military reservist is entitled to take a leave of absence without pay if they are **required to train or are** deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).
- 23.33 In order to be eligible to commence a reservist leave, the employee must have been employed by the ~~University~~**Employer** for ~~at least 6 consecutive months~~**the minimum period prescribed by the [Employment Standards Act, 2000](#).**

What does this mean?

The wording has changed to reference the period prescribed by the ESA in order to avoid the Collective Agreement being in contravention of the ESA should the ESA period change during the life of the Collective Agreement.

- 23.39 The employee will be entitled to be accompanied by a ~~USW Staff Representative or~~ Union Representative at any meeting held to discuss reasonable precautions within the workplace. The ~~Employer-University~~ will inform the employee of the right to be accompanied by a ~~USW Staff Representative or~~ Union Representative prior to the start of any such meeting.

ARTICLE 24 – SICK LEAVE

- 24.08 Employees covered by this Collective Agreement who have completed their first **three (3)** months of employment are covered by the University's [Sick Leave Plan](#), which provides leave with regular pay for any *bona fide* absence due to illness or injury.
- 24.10 Employees may be required to provide the Return to Work Specialist (**Employee Wellness Services**) ~~Employer~~ with a physician's certificate that the employee has been in the care of a physician and:
- 24.12** In the case of longer absences, progress toward recovery and expected date of return to work shall be reported to the Manager/designate and to the Return to Work Specialist (**Employee Wellness Services**) at reasonable intervals.
- 24.17 ~~(a) The University shall notify each employee who requires accommodation and/or is returning to work from a leave that was due to disability of their right~~

~~to representation.~~ **Employees requiring accommodation, and/or returning to work from injury or illness, shall be notified by the Employer of their right to union representation.**

(b) In the event an employee provides their written consent for the release of their medical information **to the Union**, a Union Representative or other appropriate USW Staff Representative will be entitled to attend the employee's accommodation and/or return to work **meeting(s) if requested by the employee.** ~~if such a meeting is required by the Employer.~~

(c) When an employee signs a written consent for the release of their medical information, such release will be provided to the Union.

ARTICLE 25 – EMPLOYEE PERSONNEL FILES HUMAN RESOURCES FILE

(Revised Heading)

25.02 There shall be only **one (1)** official **Employee Human Resources File** ~~personnel file~~ kept for each employee, which shall be maintained under the care and control of the Human Resources Department. When the **Employer** ~~University~~ is considering disciplinary action, the employee's prior disciplinary record can only be assessed based on the information contained in the employee's official ~~personnel file~~ **Employee Human Resources File.**

25.05 An employee shall have the right, within **five (5)** days after submitting a written request to Human Resources therefor, to examine their official **Employee Human Resources File** ~~personnel file~~ during normal business hours, in the presence of a representative from the Human Resources Department.

ARTICLE 27 – COMMITTEES

27.01 **(b) The Union shall have up to one (1) observer on the Board of Trustees.**

(i) A properly designated USW observer shall receive notice of all open session meetings, and all open session meeting documentation as published by the University Secretariat, and

shall be entitled to attend all open session meetings except for closed session portions. The form of attendance (in person, virtual, etc.) will be at the discretion of the Secretariat. An observer may not vote on any issue.

What does this mean?

The Union will be allowed to send one (1) designated USW observer to all open session Board of Trustees meetings. The observer may not vote and the form of attendance (in person, virtual, tec) will be decided by the Secretariat.

ARTICLE 30 – JOB RE-EVALUATION, DISPUTE RESOLUTION, AND EXCLUSIONS

(Revised Heading)

Job Re-Evaluation Process

(New Subheading)

Dispute Resolution

(New Subheading)

30.04 (b) Employees may request a re-evaluation of their position as outlined in Appendix H by submitting a Re-Evaluation Request Form to their Manager/designate.

30.052 *(moved from current 30.02 (b))* Disagreement between the Parties on Job Evaluation matters, including but not limited to the re-evaluation and dispute process, shall not be the subject of any Grievance or Arbitration pursuant to this Collective Agreement.

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

ARTICLE 32 – COMPENSATION

Market Adjustment

- 32.05 (b) In the event that the market condition(s) change, with the effect that continuing the adjustment is no longer warranted, the **Employer University** may adjust down or discontinue the payment of the market adjustment factor, upon providing **sixty (60)** ~~30~~ days' notice to the Union and to any employee in receipt of the adjustment **outlining the rationale, a copy of which will be provided to this Union.**
- 32.08 (a) Acting Pay is provided to an employee who is temporarily assigned a significant part of the duties of a higher graded position for a period of **(six)** 6 weeks or more, **and may be applied on a retroactive basis, if applicable. The Union will be provided with a copy of the Acting Pay letter to the employee.**

ARTICLE 35 – TERM OF COLLECTIVE AGREEMENT

(Revised Heading)

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

APPENDIX B: TUITION ASSISTANCE PROGRAM

The Tuition Assistance Program supports Queen's commitment to the development of employee skills and abilities. Departments are asked to

endorse employees who wish to enrol in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

The Tuition Assistance Program is divided into two components - the Educational Development Fund which pays tuition fees for Queen's credit courses **and some eligible non-credit courses (see Human Resources website for a list of eligibility)**, and the Professional Development Fund which reimburses tuition fees (to a maximum of ~~\$400~~ **\$600** per year) for work-related courses at other recognized educational institutions.

Educational Development Fund (Queen's credit courses)

Eligibility

Eligible employees are entitled to have the payment of tuition fees for Queen's credit courses **and eligible non-credit courses** waived at the time of registration. Employees with appointments of 40% or more will be eligible for tuition payment waiver after one year of continuous employment at Queen's University.

Eligibility for tuition payment waiver will be confirmed by Human Resources at the time of course registration and is based on the employee's employment status during the course offering.

Access

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be pro-rated to correspond with an employee's terms of appointment.

- For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full-credit undergraduate Arts & Science courses.

Fees for graduate degree programs are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for an eligible employee enrolled part-time in a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to five years of continuous registration for a master's degree program and seven years of continuous registration for a doctoral degree program.

Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the ~~Department Head~~ **Manager/designate**, employees may have a maximum of three hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the ~~Department Head~~ **Manager/designate**. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students) times the percentage of the employee's appointment. When an employee accesses the Educational Development Fund, their record in the tuition assistance tracking system will be reduced until it reaches a zero balance.

Once an employee's record reaches zero, they will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their record in the tracking system will be reduced by the course fee, in line with the University's drop policy. If an employee fails a course, the full

tuition fee will be deducted from their record. The employee will not be required to pay any course fees for dropped or failed courses unless their record in the tracking system is at zero.

Records in the tuition assistance tracking system will be refreshed each September.

An employee may not transfer or carry forward any unused amounts in their record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrolment

In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver Form each term. This can be obtained from ~~the Organizational Development and Learning Unit~~ in Human Resources. Forward the signed Tuition Fee Waiver form to the Fee Payment section of the Office of the University Registrar.

Note: Each employee will be required to pay their tuition fee if a completed Tuition Fee Waiver form is not on file in the Office of the University Registrar.

The same application/registration procedure is required of employees as for any other student.

Employees are directed to contact the appropriate Faculty Office or the Office of the University Registrar with any questions. Exclusions Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are not covered under this Appendix. The payment of any of these fees is the responsibility of the employee.

Employees enrolled in undergraduate and/or graduate courses will be assessed activity fees by the respective student governments (Alma Mater Society, Society of Graduate & Professional Students). Opting out/payment of these fees is the responsibility of the employee. These fees are not covered under this Appendix.

Other

All admission and registration requirements are the same as those for regular students. In addition, employees are subject to the same academic and fee assessment criteria as outlined in the Faculty calendars.

Questions regarding the Educational Development Fund should be directed to ~~the Organizational Development and Learning Unit in Human Resources.~~

Professional Development

Fund Eligibility

All eligible employees, as previously defined under the 'Educational Development Fund,' are entitled to reimbursement of their tuition fees (to a maximum of ~~\$400~~ **\$600** per year) for job-related courses taken at other recognized educational institutions. Please see the human resources website for a list of recognized educational institutions:

<https://queensuca.sharepoint.com/sites/HR-employees/SitePages/Professional-Development-Fund.aspx>

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending employees to such programs may pay these fees from their departmental budgets.

Access

Eligible employees will be reimbursed external tuition fees to a maximum of ~~\$400~~ **\$600** in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee. Release time from work to attend classes requires the written approval of the Department Head. ~~Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.~~

Reimbursement

To receive reimbursement, eligible employees will advise the ~~Learning and Development Specialist~~ **Organizational Development and Learning Team** of

~~their course selections, and submit copies of their registration forms accompanied by original receipts.~~

The ~~Learning and Development Specialist~~ **Organizational Development and Learning Team** will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.

- Auditing, material, student interest and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.
- Upon successful completion of a course, a copy of a transcript or other official document, **accompanied by original receipts**, will be forwarded to the ~~Learning and Development Specialist~~ **Organizational Development and Learning Team** to obtain reimbursement of the tuition fees.
- Tuition fees will only be reimbursed in the year in which the **Professional Development Fund approval was granted** ~~fees were incurred~~. This means that reimbursement is not retroactive.

APPENDIX C – SELF-FUNDED LEAVE- Renewed

APPENDIX G: SALARY GRID

Once the parties have agreed to all monetary, the new salary grids for 2025-2028 will be appended here.

WAGES

Renewed Collective Agreement Highlights
USW Local 2010
January 1, 2025 to December 31, 2027

| Proposed Grid - Effective July 1, 2025 | | | | | | | | | | | |
|--|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Grade/Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 002 | | 38,448 | 39,474 | 40,533 | 41,620 | | | | | | |
| 003 | | 42,830 | 43,975 | 45,151 | 46,359 | | | | | | |
| 004 | | 45,139 | 46,378 | 47,647 | 48,957 | 50,296 | 51,672 | | | | |
| 005 | | 47,262 | 48,620 | 50,018 | 51,457 | 52,936 | 54,456 | 56,022 | 57,633 | | |
| 006 | | 53,593 | 55,135 | 56,719 | 58,351 | 60,028 | 61,755 | 63,530 | 65,358 | | |
| 007 | | 60,775 | 62,522 | 64,318 | 66,168 | 68,069 | 70,025 | 72,036 | 74,105 | | |
| 008 | | 68,920 | 70,901 | 72,937 | 75,033 | 77,190 | 79,408 | 81,692 | 84,043 | | |
| 009 | | | 78,796 | 80,950 | 83,164 | 85,437 | 87,774 | 90,173 | 92,639 | 95,172 | 97,774 |

In addition to the ATB increases in year 1, for grades 2 - 8 we are proposing to remove step 1 and adding a new step to the top of the grid and for grade 9 remove steps 1 and 2 and add 2 new steps to the top of the grid.

| Proposed Grid - Effective July 1, 2026 | | | | | | | | | | | |
|--|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Grade/Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 002 | | 39,313 | 40,362 | 41,445 | 42,556 | | | | | | |
| 003 | | 43,794 | 44,964 | 46,167 | 47,402 | | | | | | |
| 004 | | 46,155 | 47,422 | 48,719 | 50,059 | 51,428 | 52,835 | | | | |
| 005 | | 48,325 | 49,714 | 51,143 | 52,615 | 54,127 | 55,681 | 57,282 | 58,930 | | |
| 006 | | 54,799 | 56,376 | 57,995 | 59,664 | 61,379 | 63,144 | 64,959 | 66,829 | | |
| 007 | | 62,142 | 63,929 | 65,765 | 67,657 | 69,601 | 71,601 | 73,657 | 75,772 | | |
| 008 | | 70,471 | 72,496 | 74,578 | 76,721 | 78,927 | 81,195 | 83,530 | 85,934 | | |
| 009 | | | 80,569 | 82,771 | 85,035 | 87,359 | 89,749 | 92,202 | 94,723 | 97,313 | 99,974 |

| Proposed Grid - Effective July 1, 2027 | | | | | | | | | | | |
|--|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Grade/Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 002 | | 40,198 | 41,270 | 42,378 | 43,514 | | | | | | |
| 003 | | 44,779 | 45,976 | 47,206 | 48,469 | | | | | | |
| 004 | | 47,193 | 48,489 | 49,815 | 51,185 | 52,585 | 54,024 | | | | |
| 005 | | 49,412 | 50,833 | 52,294 | 53,799 | 55,345 | 56,934 | 58,571 | 60,256 | | |
| 006 | | 56,032 | 57,644 | 59,300 | 61,006 | 62,760 | 64,565 | 66,421 | 68,333 | | |
| 007 | | 63,540 | 65,367 | 67,245 | 69,179 | 71,167 | 73,212 | 75,314 | 77,477 | | |
| 008 | | 72,057 | 74,127 | 76,256 | 78,447 | 80,703 | 83,022 | 85,409 | 87,868 | | |
| 009 | | | 82,382 | 84,633 | 86,948 | 89,325 | 91,768 | 94,277 | 96,854 | 99,503 | 102,223 |

[ATB increases of 3% in year 1, 2.25% in year 2, and 2.25% in year 3, in addition to grid adjustments shown. Grids as above for illustration; upon agreement, propose to set numbering such that bottom step for each grade shall be Step 1]

Upon ratification, the Employer shall pay a lump sum of \$500.00, less required deductions, to those employees occupying positions in salary grades three (3) through eight (8), inclusive, as of January 1, 2025, and who remain in such positions as of the date of ratification.

LETTER OF UNDERSTANDING: CENTRAL HEATING PLANT

Part 1- Side letter, to be included in Attachment B of the MOA All Outstanding issues.

1. Within 30 days of ratification, Employer to post one full-time, continuing second-class operating engineer position, using the applicable wage rates for the 2025-2027 Collective Agreement, notwithstanding that the rates may not yet have been implemented at the time of the posting.
2. By November 30, 2025, the Employer will undertake a market review of the compensation for second-class operating engineers with comparable job responsibilities and shall advise the Union of the outcome of this review **and provide the Union with rationale.**
3. **Central Heating Management will meet with the Stationary Engineers to discuss changes to the current rotational schedule and EDOs. Subject to agreement on a new rotational schedule and EDOs, it will be implemented on a trial basis which would begin during the non-heating season beginning at a mutually agreed date.** ~~Following a meeting to discuss the schedule, on a trial basis, the Employer will implement the schedule attached hereto for three full six week cycles. Within the final three weeks of the trial period, the Parties will meet to discuss the feasibility of continuing the schedule, either temporarily or an ongoing basis, with or without modifications. The Parties may agree to extend or shorten the timelines for review.~~

Part 2- Amend LOU re Central Heating Plant as follows:

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

- 1.(a)(iv) Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time ("Earned Day Off") in that period, which will be taken during the employee's next scheduled maintenance week, normally on the first day of that week. ~~Employees who use one (1) day of approved sick leave during the 4 week period will receive 4 hours of lieu time ("Earned Time Off") in that period, which will be taken during the employee's next scheduled maintenance week, normally on the first day of that week. Employees who use more than one (1) day of approved sick leave during the 4 week period will not receive an Earned Day Off or Earned Time Off.~~
- 1.(e) It is acknowledged and agreed by the Parties that the continued operation of the Central Heating Plant is essential to the operation of the Kingston Health

Sciences Centre Kingston General Hospital site. As such, the Parties agree that the Central Heating Plant will continue to operate under normal scheduling and staffing levels, notwithstanding any strike or lockout.

2. Shift Premium

- (a) Employees shall be paid a shift premium of ~~\$0.65~~ **\$1.00** per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.
- (b) Employees shall be paid a shift premium of ~~\$0.70~~ **\$1.10** per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

3. Weekend Premiums

- (a) Employees shall receive a premium of ~~\$0.65~~ **\$1.00** per hour for all scheduled hours of work on Saturday.
- (b) Employees shall receive a premium of ~~\$1.70~~ **\$2.10** per hour for all scheduled hours of work on Sunday.

- 10. (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of a receipt, up to ~~\$180.00~~ **two-hundred and fifty dollars (\$250.00)** per calendar year for the purchase of a pair of approved safety footwear.

12. Labour Management Meetings

- (a) The Parties ~~may will~~ hold labour/management meetings for **one (1)** hour three **(3)** times per calendar year. The meetings will be attended by up to **two (2)** employees and **two (2)** members of management. Either Party may invite an advisor who can contribute constructively to items on the agenda.
- (c) To allow for preparation, each Party will give the other a list of ~~topics~~ **agenda items** to be discussed a week in advance of each meeting.

LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT

- 1. ~~It is acknowledged that for certain positions, travelling is an inherent part of the value of the job, therefore, some travel time outside of regular work hours is to be expected. Except as it may be amended by this Letter of Understanding, the University's Policy for Travel~~

~~and Related Expenses shall apply to an employee's travel on approved University business.~~

~~2. When an employee travels on approved University business, outside their regular work hours, the following travel time credits shall apply:~~

~~(a) when travel is within 50 kms radius of the University - zero time credit;~~

~~(b) when travel is within 51 kms and 150 kms radius of the University - actual travel time shall be credited to a maximum of 1.5 hours;~~

~~(c) when travel is within 151 kms and 240 kms radius of the University - actual travel time shall be credited to a maximum of 2 hours;~~

~~(d) when travel is within 241 kms and 330 kms radius of the University - actual travel time shall be credited to a maximum of 3 hours;~~

~~(e) when travel is within 331 kms and 420 kms radius of the University - actual travel time shall be credited to a maximum of 4 hours;~~

~~(f) when travel is greater than a radius of the University of 420 kms - actual travel time shall be credited to a maximum of 5 hours.~~

~~3. Travel time credits shall only apply to the initial trip from the University or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University or employee's residence, whichever is closer to the last external destination.~~

~~4. Actual travel time is defined as:~~

~~(a) when travel is by automobile, the kilometres involved in travelling from/to University/residence to/from destination;~~

~~(b) — when travel is by public transportation, e.g. air travel, the scheduled time required to travel from public departure point to public arrival point, plus 1.5 hours.~~

~~The maximum travel time credit is 6.5 hours for each direction of a trip.~~

- ~~5. — When an employee uses their personal vehicle, the per kilometer rate set out in the University's *Policy for Travel and Related Expenses* shall apply.~~
- ~~6. — Travel time credits provided to an employee pursuant to this Letter of Understanding shall not be included in an employee's hours of work for purposes of calculating entitlement to overtime.~~
- ~~7. — To the extent that current travel arrangements in a department exceed the provisions set out in this Letter of Understanding, such arrangements are permitted to continue.~~
- ~~8. — The University will maintain a travel time credit bank for each eligible employee, the accumulated total of which, at any given time, may not exceed 2 times the number of hours in an employee's regular work week. Any additional travel time credits that exceed this limit shall be paid to the employee on the next applicable pay date at their regular hourly rate.~~

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

The Parties acknowledge that for certain bargaining unit positions, travelling is an inherent part of the job. **While employees are generally expected to make every reasonable effort to travel within regular work hours, the Parties recognize that some travel outside of regular work hours is to be expected. Travel time credits shall only be applied outside of an employee's regular work schedule.**

Subject to Articles 20.23 (c) (i, ii, iii, iv, and v), where the Employer has determined that a position(s) requires travel as an inherent part of the value of the position(s), in accordance with this Letter of Understanding, the Employer will confirm in writing to the employee that their position is subject to Travel Time Credit pursuant

to this LOU. A copy of the written confirmation will be provided to the Union. For all such employees, the following terms and conditions shall apply:

1. Except as it may be amended by this Letter of Understanding (LOU), the University's [*Travel and Expense Reimbursement Policy*](#) shall apply to an employee's travel on approved University business.
2. Travel time credits shall only apply to the initial trip from the University campus or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University campus or employee's residence, whichever is closer to the last external destination. However, where the employee is required to travel to more than one external destination, and the second or subsequent external destination is more than 100 kilometers away from the prior external destination by most direct road route, travel time credits will apply to the intervening travel.
3. The time it takes an employee to commute from home to the University campus and vice-versa is considered commuting time, not work time, and is not compensable under this LOU. For clarity, if the employee has an approved employee-requested Remote Work Arrangement (RWA), any time spent commuting between their Designated Remote Work Location and University campus is also not compensable.
4. It is understood that travel time credits will not apply unless or until the time spent travelling is at least fifteen (15) minutes more than the employee's regular hours of work in a day. Travel time credits shall be accrued, at the employee's regular hourly rate (one-to-one (1:1) ratio), as follows:
 - (a) when travel is by motor vehicle (using the most direct route), the actual time involved in travelling from/to University/residence to/from destination shall apply; and,
 - (b) when travel is by public transportation (e.g. air travel), the scheduled time required to travel from public departure point to public arrival point shall apply, plus an additional one and a half (1.5) hours.

5. When an employee is authorized to use their personal vehicle, the per kilometer rate set out in the University's [*Travel and Expense Reimbursement Policy*](#) shall apply.
6. Unless specifically directed otherwise by their Manager/Designate, employees who are traveling outside of their normal working hours are entitled to engage in their own personal activities while in transit. For clarity, employees who choose to perform work when traveling outside of their normal working hours, including but not limited to the choice to perform work during lunch hours or coffee breaks, shall not receive travel time credits or **pay in excess of what they would have received had they not opted to perform work.**
7. **Travel time required to attend professional development that is employee requested is not compensable under this LOU.**
8. Travel time credits provided to an employee pursuing this Letter of Understanding shall not be included in an employee's hours of work for purposes of calculating entitlement to overtime **or shift premium.** For further clarity, employees are not expected to work while traveling outside of their normal working hours. If approved by their Manager/Designate in advance, time actually worked while in transit outside of the employee's normal working hours will be compensated pursuant to the Collective Agreement provisions applicable to hours worked, and will not be considered Travel time within the meaning of this LOU.
9. To the extent that current travel arrangements in a department exceed the provisions set out in this Letter of Understanding, such arrangements are permitted to continue.
10. The Employer will maintain a travel time credit bank for each eligible employee, uploaded **monthly on the HRMS system**, the accumulated total of which, at any given time, may not exceed seventy (70) hours. Any additional travel time credits that exceed this limit shall be paid to the employee on the next applicable pay date at their regular hourly rate (one-to-one (1:1) ratio).

LETTER OF UNDERSTANDING RE: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT- Renewed

LETTER OF UNDERSTANDING RE: EI PREMIUM DEDUCTION-Renewed

LETTER OF UNDERSTANDING: SCHOOL OF ENGLISH-Renewed

LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS

Note: This LOU may require housekeeping changes including, but not limited to, footnote numbering, subtitle changes, if applicable, etc.

The Parties have a mutual understanding that the nature of the Residence Life Coordinator Positions (“the Employees/Positions”) is such that they are required to live on campus and are regularly assigned to be on-call. The Positions are targeted toward new/recent graduates as they are responsible for fostering supportive, mentoring relationships with primarily undergraduate students. As such, Employees will typically not remain in the role more than five (5) years.

5. Meal Plan

The University will provide Employees with a meal plan during the Work Term, valued at approximately ~~\$860~~ **\$975** as at the effective date of this ~~Amended~~ **Collective** Agreement, and provided as a taxable benefit in accordance with the *Income Tax Act* and other applicable legislation;

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

- ~~10. This Agreement will be posted as an amendment to the current USW 2010 Collective Agreement on the Human Resources web site upon execution;~~

LETTER OF UNDERSTANDING RE: POSTING OF CONTINUING APPOINTMENTS-Renewed

LETTER OF UNDERSTANDING: VIDEOCONFERENCING SPECIALISTS IN SMITH SCHOOL OF BUSINESS

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

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

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

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

1. Hours of Work and Scheduling

(a) It is understood that the normal work schedule, as outlined in [Attachment A](#) below, is based on three (3) Videoconferencing Specialists being employed in the Smith School of Business ~~Videoconferencing Department~~.

(i) The Department will be responsible for reviewing requests for additional programming and their impacts to Videoconferencing Specialists' schedules (including Additional Hours of Work and Overtime, and Schedule Change provisions) and accepting or declining these requests. Additional requests for programming will not require employees to work overtime on a continuing basis. Overtime shall not be used as the "normal" operation of the department.

(ii) For clarity, the work week for the Videoconferencing Specialists is Sunday-Saturday. Videoconferencing Specialists are paid based on a 35-hour work week.

(b) Notwithstanding the above, no later than November 1st of each year, the Videoconferencing Specialists will be provided with a schedule detailing the hours of work for the two (2) work weeks that overlap with the Winter Closing.

(i) The 12-week schedule rotation, as set out in Attachment A, will pause for the duration of this 2-week period and will resume immediately following.

(ii) The Department will endeavour to schedule the same number of hours for each Videoconferencing Specialist over this 2-week period each year.

(iii) Employees may indicate their preferences for work during the two (2) week period overlapping with the Winter Closing by October **20th of each year**.

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

Weekend Rescheduling Requests

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

(i) At their request, **one (1)** of the Videoconferencing Specialists may opt to work the same number of scheduled hours for either the Saturday or the Sunday in their regular schedule on **either the Wednesday, or Thursday** within the same work week (for example: during a work week from Sunday, January 1 until Saturday January 7; Sunday, January 1 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5. Likewise, Saturday January 7 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5.).

(ii) Any such request will be made in writing at least **ten (10)** business days in advance, but no longer than **one (1)** month in advance, unless otherwise approved in writing by management.

(iii) It is understood that such arrangements will be cost neutral to the **Employer University** and will not trigger overtime.

(iv) In the event that two Videoconferencing Specialists both request to reschedule the same date; if the Videoconferencing Specialists cannot come to an agreement amongst themselves, preference will be given in order of seniority on a rotating basis.

(v) It is understood that the approval of any such requests are subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory, or made in bad faith. Management will endeavor to respond to requests as soon as possible, but in any event, no longer than **five (5)** business days.

Employee Requested Flexible Hours of Work

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

2. Weekend Premiums

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

3. Shift Differential

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

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

4. Overtime

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

5. Vacation

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

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

6. Distribution of LOU to Videoconferencing Specialists

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

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

8. The Parties agree to meet and review the contents of this LOU after **ratification of this Collective Agreement to make any amendments that the Parties may agree upon, on or before April 30, 2026. Agreed upon amendments to the LOU will be finalised through an MOA and both documents will be posted to the Human Resources website upon execution. Further, agreed upon amendments will be reflected as changes to the LOU, which will be included in the renewal Collective Agreement effective January 1, 2028.**

Attachment A: Hours of Work and Scheduling for Videoconferencing Specialists [Note: left out of original agreed-to by mistake]

| | Core Studio Specialist Shifts | | | | | | |
|-------|-----------------------------------|-----------------------------------|------------------------------------|----------------------------------|--------------------------------------|--------------------------|----------------------------------|
| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| Time | 7.5 or 9.5 | 5 or 6.5 or 8.5 | 8.5 or 5 | 9 | 9 | 7 or 8.5 | 10.5 |
| 8:00 | 7.5 hour Shift (A+B) + 1 HR Lunch | 6.5 hour Shift (B+C) + 1 hr Lunch | 8.5 Hours + 1 Hour Lunch Break (C) | 9 Hours + 1 Hour Lunch Break (C) | 9 Hours + 1 Hour Lunch Break (C) | 5 Hour Shift (A) | 11 hour Shift (A+B) + 1 HR Lunch |
| 8:30 | | | | | | | |
| 9:00 | | | | | | | |
| 9:30 | | | | | | | |
| 10:00 | | | | | | | |
| 10:30 | | | | | | | |
| 11:00 | | | | | | | |
| 11:30 | | | | | | | |
| 12:00 | | | | | | | |
| 12:30 | | | | | | | |
| 13:00 | | | | | | | |
| 13:30 | | | | | | | |
| 14:00 | | | | | | | |
| 14:30 | | | | | | | |
| 15:00 | | | | | | | |
| 15:30 | 2 Hour Shift (C Cont.) | 5 hour Shift (A) | 5 hour Shift (A) | 9 Hours + 1 Hour Lunch Break (C) | 2 Hours Shift Overlap + 1 hour Lunch | | |
| 16:00 | | | | | | | |
| 16:30 | 2 Hour Shift (B Cont.) | | | | | 6.5 Hour Shift (B Cont.) | |
| 17:00 | | | | | | | |
| 17:30 | | | | | | | |
| 18:00 | | | | | | | |
| 18:30 | | | | | | | |
| 19:00 | | | | | | | |
| 19:30 | | | | | | | |
| 20:00 | | | | | | | |
| 20:30 | | | | | | | |
| 21:00 | | | | | | | |
| 21:30 | | | | | | | |
| 22:00 | | | | | | | |
| 22:30 | | | | | | | |
| 23:00 | | | | | | | |
| 23:30 | | | | | | | |
| | | Shift Name | | Total Hours | Shift Color | | Combined |
| | | Option A Week | | 35 | Core Shift Option A | | A+B Shift |
| | | Option B Week | | 35 | Core Shift Option B | | B+C Shift |
| | | Option C Week | | 35 | Core Shift Option C | | C+A Shift |

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

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

Dated this day of 2025

For the University:

For the Union:

Melissa Seal, Chief Spokesperson

Kelly J. Orser, Co-Chief Spokesperson

MEMORANDUM OF AGREEMENT (“MOA”) RE: RECOGNITION OF INDIGENOUS PEOPLES-Renewed

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

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU) regarding Remote Work Arrangements (RWA). To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of

Understanding, the provisions of this Letter of Understanding on that matter will prevail.

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

1. Employees may have the opportunity to voluntarily participate in a remote work arrangement (“RWA”) in accordance with the written Remote Work Arrangement Terms and Conditions document for United Steelworkers, Local 2010 dated April 18, 2023 (“[RWA Terms and Conditions document](#)”; *to be hyperlinked*). ~~Notwithstanding that RWAs on the updated terms as outlined in the RWA Terms and Conditions document will not become effective until at least January 1, 2023, employees who have an approved RWA under the pilot program who wish to continue working remotely must request approval. If approved, the RWA Terms and Conditions document must be completed and signed by the employee.~~
2. An employee may be hired into a position where remote work is required as a term of their employment. These employees will not be required to complete the RWA Terms and Conditions document.
3. The Parties agree that effective the date of ratification for the 2025 Collective Agreement, for the purposes of determining whether employees are within the Bargaining Unit, Article 2 of the Collective Agreement (“Article 2”) will be interpreted as follows:
 - a. The words, “all employees of Queen’s University in the City of Kingston who hold a general staff appointment”, will include persons who are working within the Province of Ontario and would otherwise be working from University premises in the City of Kingston if they were not engaged in remote work on terms approved by the University.
4. For greater certainty, the Parties acknowledge and agree that this LOU does not otherwise affect the interpretation of Article 2. For example, this LOU does not impact the interpretation or scope of Article 2 with respect to University employees who are not engaged in remote work on terms approved by the University.
5. The Parties understand and agree that the application of this LOU will not convert a term appointment into a continuing appointment, convert a continuing appointment into a term appointment, or alter the provisions regarding the end of a term appointment, according to the Collective Agreement.

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

(NEW) LETTER OF UNDERSTANDING: TEMPORARY WORK OUTSIDE OF CANADA

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding for Temporary Work Outside of Canada. To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of Understanding, the provisions of this Letter of Understanding on that matter will prevail.

The Parties have a mutual understanding of the unique needs of bargaining unit members who may need to work remotely outside of Canada on a temporary, short-term basis. Such requests will be considered by the Employer on a case-by-case basis. Decisions will be made in a manner that is not arbitrary, discriminatory, or in bad faith.

The Parties recognize that this Letter of Understanding does not diminish potential leave of absence entitlements under the Collective Agreement.

1. Request to Work Remotely from Outside of Canada

Requests will be submitted in writing by the employee to their Manager/designate as far in advance as possible, but normally at least one (1) month before the requested commencement date. The Request must include:

- (i) Date the remote work is to commence,
- (ii) Travel dates to and from the remote work destination,
- (iii) Specific remote work location,
- (iv) Duration, and
- (v) Reason for the Request.
- (vi) Confirmation the employee will have access to a secure high-speed internet connection, with a private space that is ergonomical and allows for confidentiality.

2. Evaluating Requests

The Employer will conduct an assessment of each Request considering several factors, including but not limited to:

- (a) The reason for the Request. Requests predicated on personal preference (e.g., to extend a vacation period) will not be approved;
- (b) The duration of the Request. Requests exceeding thirty (30) calendar days will not be approved (except perhaps in extraordinary circumstances); and,
- (c) The specific remote work location. The risks to the Employee's safety and the University's cyber security, confidentiality, privacy, integrity, and use of the University's information and resources shall be considered.
- (d) The nature and scope of the employee's position;
- (e) Operational efficiency and service effectiveness;
- (f) The employee's ability to perform their duties and responsibilities and to meet operational requirements, including time zone considerations, the need to attend meetings and to be able to collaborate with colleagues as appropriate, within an approved work schedule;
- (g) The employee's access to a reliable and secure internet connection, cell reception and/or land line telephone, and a private workspace;
- (h) Applicable public health recommendations and/or travel restrictions including restrictions imposed on travelers returning to Canada. To assess this criterion, the employee may be required to provide documentation for required vaccinations, travel restrictions, etc.;
- (i) Requests will only be approved if the arrangement is cost neutral to the University; overtime will not be triggered or incurred, irrespective of the time zone the employee will work from and whether they perform work outside their normal workday hours, as applicable. For clarity, additional hours of work performed by the employee as a result of operational requirements are

subject to Articles 20.16 to 20.24 – Additional Hours of Work and Overtime of the Collective Agreement;

3. Decision on the Request

- (a) The Manager/Designate will endeavour to respond in writing to the request within a minimum of seven (7) business days, including the rationale for the decision.

- (b) Grievances arising from this Letter of Understanding will commence at Step 2.

MEMORANDUM OF AGREEMENT WITH RESPECT TO BENEFITS – Maintaining existing Benefit MOA

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS (“PENSION MOA”) – Maintaining existing Pension MOA

LETTER OF UNDERSTANDING (“LOU”) RE: TUITION SUPPORT PLAN AND CHILD CARE
BENEFIT PLAN

Between:

QUEEN'S UNIVERSITY

(“the UNIVERSITY”)

and

USW, LOCAL 2010

(“the UNION”)

WHEREAS the University has advised the Union that it is presently exploring ways to improve the process for the administration of the Tuition Support Plan (“TSP”) and the Child Care Benefit Plan (“CCBP”);

AND WHEREAS the Parties have agreed that it would be mutually beneficial for such improvements to be made;

NOW THEREFORE the Parties agree:

1. The Employer shall endeavour to identify specific process improvements it would like to make within ninety (90) days of ratification of this Agreement;
2. Once identified, the Employer shall advise the Union of the proposed improvements;
3. The proposed improvements shall be discussed with the Union at a mutually-agreeable time within sixty (60) days after the proposed improvements have been communicated to the Union; and
4. The Employer shall make all reasonable efforts to implement the improvements by no later than September 1, 2025 or within sixty (60) days of ratification of this Agreement, whichever is later.

Signed at Kingston this XX day of MONTH, 2025

For the Union

For the Employer

Between:

LETTER OF UNDERSTANDING (“LOU”) RE: DATA & REPORTING

QUEEN’S UNIVERSITY

and

USW, LOCAL 2010

WHEREAS the Employer and the Union (“the Parties”) have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today’s date;

AND WHEREAS the Parties have had discussions during collective bargaining concerning the following (“the DATA & REPORTING TOPICS”):

- Definitions related to data and data formatting;
- Data reports shared with the Union by the Employer;
- System access for laid-off employees and the Union;
- Lieu time and overtime bank maintenance and accessibility for employees;
- The Employer’s approach to Position Management;
- Electronic Communications (e.g., usw2010@queensu.ca);

AND WHEREAS the Parties have agreed continued discussions on these matters are required;

AND WHEREAS the Employer is committed to updating its processes with respect to the DATA & REPORTING TOPICS, and to consulting with the Union to gather its input and ideas with respect to any changes to be made to these processes;

NOW THEREFORE the Parties agree:

1. The Parties shall establish a Working Group within 90 days after the ratification of the Collective Agreement to explore potential updates to current processes with respect to the DATA & REPORTING TOPICS;
2. The Working Group shall meet monthly once established.
3. Once the Parties have agreed to an updated process, the Employer shall make good faith efforts to implement the updated process within a reasonable time frame;
4. The Parties shall make reasonable efforts to conclude their discussions by no later than March 31, 2026.

Signed at Kingston this XX day of MONTH, 2025

For the Union

For the Employer