

Minutes of Settlement

(Hereinafter referred to as "these Minutes")

BETWEEN:

QUEEN'S UNIVERSITY

(Hereinafter referred to as "the University")

and

USW LOCAL 2010

(Hereinafter referred to as "the Union")

(The above are hereinafter referred to collectively as "the Parties")

AND WHEREAS the Union requested to reserve the right to grieve ("RRG") a Policy Grievance pertaining to Long Term Disability ("LTD") Premiums RRG No. 2024-005 alleging a breach of Article 33.02 (a) (*Benefits*), and given that errors had been found where members were not accurately enrolled in LTD, the Union requested a full audit retroactive to August 7, 2012, in order to ensure that all USW members are appropriately enrolled in LTD benefits pursuant to the Collective Agreement;

AND WHEREAS the University has audited employee files retroactive to August 7, 2012, in order to ensure that all USW members are appropriately enrolled in LTD benefits pursuant to the Collective Agreement;

AND WHEREAS it is a requirement in the Collective Agreement that employees hired by the University are required to enroll in the LTD Insurance Plan;

AND WHEREAS the Parties are desirous of resolving all outstanding issues between them related to the RRG and are desirous of demonstrating the utmost in good faith to each other, without prejudice or precedent to any future incidents of a similar nature, and without recourse to arbitration;

NOW THEREFORE in full and final settlement of the RRG, the Parties agree to the following terms, conditions and understandings:

1. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand and agree that such recitals are hereby incorporated into, and form part of, these Minutes;
2. Where it has been identified, as part of the audit process, that an employee has not been enrolled in LTD upon eligibility, the employee will be enrolled in LTD effective July 1, 2026 and will pay premiums on a go forward basis. The University will issue a letter to those impacted employees in May 2026 providing notice that they will be enrolled in the LTD

benefit and will begin paying premiums effective July 1, 2026. A copy of the letters issued to employees will be shared with the Union;

3. Upon execution of these Minutes, the University will complete periodic reviews of the Long-Term Disability enrollments, retroactive to August 7, 2012, in order to ensure that all USW members are appropriately enrolled in LTD benefits pursuant to the Collective Agreement;
4. Upon execution of these Minutes, the Union will withdraw RRG No. 2024-005, without prejudice or precedent to issues of a similar nature;
5. Upon execution of these Minutes, the University agrees to post a copy of these minutes to the Unions and Associations webpage;
6. The terms of these Minutes resolve any and all matters between the Parties in connection with the RRG and each of them warrants that they will not commence, file, re-file or pursue any claim, complaint, demand or grievance, pursuant to the Collective Agreement or otherwise, in connection with the facts that gave rise to the RRG;
7. The Parties waive their right to contest a term or condition of this settlement, save and except the enforcement by way of grievance. Such grievance and the corresponding jurisdiction of an arbitrator will be limited to the issue of whether the Parties have complied with the terms of these Minutes;
8. The Union, in its own right and on behalf of its members, acknowledges that, upon fulfillment of all of its obligations pursuant to these Minutes, the University will have provided the members with any and all entitlements, financial or otherwise, arising from the RRG, including without limitation all entitlements to wages, salary, vacation, vacation pay and benefit entitlements, whether arising pursuant to the *Employment Standards Act*, pursuant to the Collective Agreement or otherwise;
9. The Union, in its own right acknowledges that the University's execution of these Minutes does not constitute an admission of liability by the University, which liability is specifically denied by the University;
10. The Parties agree that these Minutes constitute the sole agreement remaining in effect between them in relation to the RRG and that all other agreements, written or oral, express or implied, which may have existed between the Parties in connection with the RRG are hereby superseded;
11. The Parties acknowledge and agree that they have had sufficient opportunity to fully consider the contents of these Minutes and have read, understood, and agreed to, the terms and conditions contained in these Minutes;
12. The Parties acknowledge that the language used in these Minutes shall be deemed to be the language chosen by the Parties to express their mutual intent and that these Minutes shall be interpreted without regard to any presumption or other rule requiring

interpretation of these Minutes more strongly against the Party causing them to be drafted;

13. The University hereby confirms that the person executing these Minutes on its behalf is authorized to bind the University;
14. The Union hereby confirms that the person executing these Minutes on its behalf is authorized to bind the Union;
15. The Parties agree that these Minutes shall be interpreted in accordance with the laws of the Province of Ontario;
16. The effective date of these Minutes shall be the last date on which each Party hereto has executed these Minutes; and,
17. These Minutes may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any counterparts may be delivered by way of electronic transmission, and such form of execution and delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each party shall endeavour to provide the other party with an original signed version of these Minutes as soon as possible following execution.

QUEEN'S UNIVERSITY:

Per: 
Sandra Roscher, Senior Advisor, Employee and Labour Relations

Date: May 13, 2026

THE UNION:

Per: 
Ahmer Shahzad, Acting Vice President, USW 2010

Date: May 13, 2026