

MEMORANDUM OF UNDERSTANDING
between
QUEEN'S UNIVERSITY
and
THE QUEEN'S UNIVERSITY STAFF ASSOCIATION
concerning
THE STATUS OF THE STAFF ASSOCIATION
and
ITS RELATIONSHIP TO THE UNIVERSITY

A. INTRODUCTION

The Queen's University Staff Association was formed in 1972 "to draw together Queen's University staff, who are not covered by any collective bargaining unit, in one organization to represent members in discussing with the University senior administrators all matters of mutual interest, including salary levels and working conditions." Since that time certain procedures have evolved which form the framework within which the Association operates. This memorandum records some of the more important of these procedures.

Today, "QUSA is the employee organization that represents its members and advances the interests of general staff, including contract staff, not covered by a collective agreement or other memoranda of understanding with the University". The relationship between the Association and the University is based on goodwill, mutual respect, a commonality of interest and common sense. The Association depends on the ready and informal access its Executive have to the Principal and senior administrative officers of the University, and vice versa. As part of this consultative relationship, Queen's University, through its administrative officers, will consult with QUSA on policy decisions with respect to compensation, hiring policies, terms and conditions of employment, the working environment and all areas that affect the general staff as defined above. The University will include membership from QUSA on formal and standing committees and other task groups as may be mutually agreed. This document is not intended to record all aspects of, nor to preclude further developments in, the relationship between the Association and the University. It is anticipated that this relationship will continue to be built on a foundation of mutual respect.

B. THE JOINT CONSULTATIVE COMMITTEE

It is agreed that there shall be established a Joint Consultative Committee and that:

(1) the Committee shall be composed of five representatives of the Staff Association including the President, Vice-President, Secretary, a Research Grant/Contract Representative, and one other Executive member selected or appointed by the Staff Association, together with five representatives of the University who will normally be the Principal, the Vice-Principal Operations and Finance, the Associate Vice-Principal of

Human Resources, and the Senior Managers of Employee Relations and Compensation.

(2) the Committee normally shall meet at least quarterly, however both the University and the QUSA Executive agree to expedite the early scheduling of additional meetings to address issues important either to QUSA or to the University. The regular meetings should be held in September, December, March and June.

(3) the Agenda shall be prepared jointly by the President of the Staff Association and the Associate Vice-Principal Human Resources and circulated with materials for discussion one week prior to a regular meeting. Any Committee member may suggest Agenda items.

(4) the Chair shall alternate between the President of the Staff Association and the Associate Vice-Principal Human Resources.

(5) minutes shall be taken and responsibility for this record shall alternate between the two bodies. The minutes shall report only topics discussed, the points of discussion and any motions and agreements. They shall be reviewed by the President of the Staff Association and the Associate Vice-Principal Human Resources.

(6) in appropriate situations, working groups shall be appointed to study a problem and to report back to the Committee with recommendations of findings where warranted.

(7) the purpose of the Committee shall be to facilitate co-operative processes, particularly in human resources and any other matter relating to the employment of staff, but the J.C.C. agenda shall not be restricted to such matters.

(8) the Association members of the Committee and the officers of the University shall attempt in good faith to represent the views of their constituencies in the course of the consultations.

(9) members of the Committee shall be expected to promote the adoption, by the bodies or officers with ultimate responsibility, of any memorandum of understanding entered into or any other agreement reached.

(10) the membership of the Committee, as set out above, shall be established for each year commencing May 1 with the hope and expectation that a substantial degree of continuity among the Committee members will develop. It may be appropriate that requests are made by either QUSA or the University to have individuals with certain specific responsibilities or expertise present at a meeting. Every effort should be made to accommodate such requests. However, it is recognized that decisions and directions emanating from J.C.C. will be those of the constituted members.

While it is recognized that salary levels and fringe benefits will be topics of constant concern to the Committee, it is understood that annual salary negotiations are not a

function of the Committee. The Association's Salary and Benefits Committee is a subcommittee of its Executive and deals directly with the senior administrative officers and Human Resources. Over the past years many of the issues arising from these annual discussions have been investigated and resolved by the Joint Consultative Committee.

C. RESOLUTION OF DISPUTES

In those cases where QUSA and the University have concluded a written agreement on "interest" issues and there is a difference in interpretation of that formal agreement, there is nothing in place currently to resolve the interpretation disagreement should good faith discussions fail to do so. An example of the type of issue to which such a process should apply would be "policy grievances" put forward by QUSA. More specifically this would mean that one party is directing that agreed upon policy in a manner that the other party, either QUSA or the University does not believe is consistent with the intent as agreed upon in the written agreement. Individual grievances would continue to be dealt with under the terms of the Staff Grievance Procedure. To further illustrate, this process would apply if an agreement is reached on an issue between QUSA and the University and then Human Resources directs departments to apply it in a manner which QUSA does not believe is consistent with the written agreement. The process would not apply if an individual grievance policy would apply. If there is not agreement as to whether this process is appropriate in a given situation, then the question of whether this process applies or not will be subject to the process itself. The process proposed below would also not apply to creating new agreements but rather is for the interpretation of agreements already arrived at.

For issues which qualify under the terms described above, QUSA and the University agree to the following processes:

- (1) Either the University or QUSA will inform the other party of a request for arbitration in writing,
- (2) The University and QUSA will exchange written submissions within ten days from the request for arbitration being made. The written submissions will each consist of a position statement of the party and a statement of remedies sought.
- (3) Within ten days of the exchange of submissions each party may submit a rebuttal to the other parties submission or a modification to its own position.
- (4) If within twenty days of the original submissions, agreement of the issues cannot be reached, then the original submissions and rebuttals shall be forwarded to the arbitrator without change or addition.
- (5) The arbitrator shall have the opportunity to ask for clarification from either party with the other party present and shall determine the correct interpretation of the issues at

hand and render a binding decision within 60 days of the receipt of the written submissions of the parties.

(6) The arbitrator is not able to introduce elements of remedies that are not put forward by the parties.

(7) QUSA and the University will agree upon a list of qualified arbitrators, from which one will be chosen by mutual consent, or failing that, by lot.

(8) The University will pay for 75 % of the fee and disbursements of the arbitrator while QUSA will be responsible for 25 % of these costs.

(9) Discussion to continue with the protocol should begin when nine months of the trial period of one year have elapsed.

D. QUSA SERVICE

Members of the Executive and committees of the Staff Association are required to spend time on Association matters during and outside normal working hours. This involves such matters as Executive and General meetings, meeting with administrative officers of the University, and attendance at conferences and hearings on campus and elsewhere. Department Heads will recognize the legitimacy and importance of the role played by these representatives and make it possible for them to carry out their responsibilities in the time required. The University administrative officers will endeavour to communicate, to the University, the legitimacy and value of these contributions to the Queen's community. Staff Association representatives will recognize the need to avoid unnecessary disruption to normal operating routine. The President will be given 50% release time. In the event that the staff member's absence from his/her Department causes unavoidable disruption, funds for temporary assistance may be applied for from the Vice-Principal Operations and Finance. An annual fund of up to \$5,000 has been established for this purpose.

The purpose of this fund is to compensate departments, units, research projects or principal investigators which relinquish to the University time away from their normal job in support of QUSA/Queen's business.

Ordinarily these funds would be applied for in anticipation of their use.

Application for monies from this fund would be made by the staff member through the President of QUSA to the Vice-Principal Operations and Finance.

Monies from this fund would be equally available in support of continuing, term or contract staff for release from department or PI funded positions.

Normally funds equivalent to the time away from normal duties would be transferred to the salary account of affected units , however in exceptional circumstances staff may be paid directly from this fund for work performed outside of their normal work day.

E. STAFF REPRESENTATION ON UNIVERSITY BODIES

It is agreed that:

(1) the University will include representatives appointed by the Association on all formal and standing committees of the University dealing with issues pertaining to the workplace, the employment environment, hiring and employee development, working conditions and other committees as are from time to time agreed upon.

(2) the Staff Association will be consulted before any Member is asked to serve as a representative of the Association on any University committee.

F. OTHER UNIVERSITY FACILITIES

(1) The University agrees to collect and remit to the Association fees out of salary of Association members where authorized by the member and at an amount to be specified annually by the Association.

(2) The University agrees to provide office space of suitable size and location for the Staff Association to accommodate the QUSA President, the QUSA Business Administrator, records and equipment. These premises will include telephone and external computer communications lines and sufficient privacy for the Association to conduct its business.

(3) The name and campus address for all new employees eligible for Membership in QUSA shall be made available to the QUSA office on a monthly basis.

Signing on behalf of Queen's University:
PRINCIPAL & VICE-CHANCELLOR
Assoc. V.P. (Human Resources/Organizational Effectiveness)

Signing on behalf of the Queen' University Staff Association:
President
Secretary

ORIGINAL: May 8, 1985

REVISED: September 26, 1989 ,April 23, 1991 ,September 13, 1994

SIGNED: December 17, 1997