

COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY AT KINGSTON

and

UNITED STEELWORKERS

(ON BEHALF OF USW, LOCAL 2010, UNIT 02)

**RESIDENCE DONS, RESIDENCE LIFE ASSISTANTS, AND LIVING LEARNING
COMMUNITY DONS**

August 1, 2023 to July 31, 2026

LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT

Queen's University and the United Steelworkers, Local 2010 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of United Steelworkers, Local 2010 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of USW Local 2010 are recognized and respected within our agreements.

Queen's University tánón ne United Steelworkers, Local 2010 (the "Parties") ratiién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánón Haudenosaunee raonatenatá:ke. Ne Parties ronwatiién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista'kehró:non), Local 2010 tánón 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 ronwatiién:teres tánón ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

Queen's University miinwaa United Steelworkers, Local 2010 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamiig manpii eteg Gchi-oodenaang 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 doodeewiniwaa nongwa bimaadiziwag, babaayaawag miinwaa da wiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gdininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

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ARTICLE 1 – PURPOSE OF AGREEMENT AND NATURE OF THE WORK

Purpose of the Agreement

1.01 The general purpose of this Agreement is to:

- (a) secure the benefits of collective bargaining;
- (b) provide a method of settling any difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement; and,
- (c) to set forth the terms and conditions of employment applicable to Employees in the Bargaining Unit and matters to be observed by the Employer and the Union.

1.02 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for Bargaining Unit Employees will be subject to and in accordance with the relevant provisions of the Ontario *Employment Standards Act, 2000* and any other applicable legislation.

Nature of the Work

1.03 The Employer and the Union have a mutual understanding that the nature of the work is such that Employees are required to be students and to live on campus in residence buildings and are regularly assigned to be on-call. The positions are responsible for fostering supportive and meaningful individual and community relationships with students living in residence and contribute to the safety and security of the residence environment.

ARTICLE 2 – RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all Employees of Queen's University at Kingston, employed as Residence Dons, Residence Life Assistants, and Living Learning Community Dons, in the City of Kingston, save and except:

- (a) supervisors and persons above the rank of supervisor.

2.02 The Employer will not add or create new job classifications or positions for the purpose of improperly circumventing the inclusion of a position in the Bargaining Unit.

ARTICLE 3 – DEFINITIONS

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

- (a) **"Academic Term"** is as unilaterally established by the University and is currently inclusive of: Fall Term (September 1st to December 31st), Winter Term (January 1st to April 30th), and Summer Term (May 1st to August 31st).
- (b) **"Academic Year"** is as unilaterally established by the University and currently means the period from September 1st to August 31st inclusive and is divided into the **3** Academic Terms as defined in Article 3.01 (a) above. It is recognized that the end of one Academic Term and the beginning of the next Academic Term may overlap for certain academic and/or administrative reasons.
- (c) **"Agreement"** or **"Collective Agreement"** means the Collective Agreement between Queen's University at Kingston, Ontario, and the United Steelworkers and its Local 2010-02.
- (d) **"Applicant"** means an individual who have submitted an application for employment within this Bargaining Unit and who does not, at the time of application, hold a position in the Bargaining Unit.
- (e) **"Bargaining Unit"** is defined as set out in Article 2: "Recognition and Scope".
- (f) **"Bargaining Unit Member"** or **"Employee"** means a University Employee who is a member of this Bargaining Unit, namely USW Local 2010-02.
- (g) **"Business Day"** means Monday to Friday, exclusive of statutory holidays, the Winter Closing, and any University closure.
- (h) **"Day"** means calendar day unless otherwise specifically stipulated.
- (i) **"Department"** means Residence Life & Services unless otherwise specifically stipulated, and as the context may suggest.
- (j) **"Returning Employee Applicant"** means an individual who has seniority under this Collective Agreement and who has submitted an application for employment within this Bargaining Unit.
- (k) **"Employer"** or **"the University"** refers to Queen's University at Kingston, Ontario and/or authorized officials of the University, as the context may require.
- (l) **"Local"** or **"Local Union"** or "Local Unit" or "the Union" means USW Local 2010, Unit 02 representing the Bargaining Unit as defined in Article 2: "Recognition and Scope", or USW Local 2010 as the context may require.
- (m) **"Local 2010-02 Unit Chairperson"** means the person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent Bargaining Unit Employees on behalf of the Union.
- (n) **"Manager/Designate"** is the managerial or supervisory person from outside this Bargaining Unit who directs an Employee's work or to whom an Employee normally reports, or their designate.

- (o) "**Notice**" where Notice is required by the terms of this Collective Agreement, the Notice required shall be as stated; however the Parties recognize that there may be extraordinary circumstances that make it appropriate to amend the Notice period following discussion (including through electronic means) and agreement between the Union and the Employer.
- (p) "**Parties**" are Queen's University at Kingston, Ontario and the United Steelworkers.
- (q) "**Successful Candidate**" means an Applicant who has been offered employment within this Bargaining Unit by the Employer.
- (r) "**Union Executive**" means a person(s) who has been elected or appointed in accordance with the USW Constitution or USW Local 2010 By-Laws to any of the following positions: President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Guides, Guards, Trustees, and/or Unit 02 Chairperson.
- (s) "**Union Representative**" or "**Representative**" means a person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent Bargaining Unit Employees on behalf of the Union, including but not limited to the Unit Chairperson, Unit Recording Secretary and Unit Grievor. "Union Representative" or "Representative" may not include Residence Life Coordinators or Academic Initiatives Coordinators.
- (t) "**USW**" or "**Union**" means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- (u) "**USW Staff Representative**" means an Employee of the USW who is an authorized USW Staff Representative.
- (v) "**Work Term/Contract**" means the period of employment from approximately mid-August to April, as defined by the Employer in the Employee's appointment letter in a position covered by this Collective Agreement.
- (w) "**Written Notice**" may include email communication.
- (x) "**Winter Closing**" means the period of time during the winter that the University unilaterally decides that the normal operations of the University will shutdown with only designated essential services running.

ARTICLE 4 – UNION DUES

4.01 The Employer agrees to deduct from the pay of each Employee in the Bargaining Unit, on an annual basis on the last working day of September of each year, such Union dues, fees and assessments, as instructed by the Union in accordance with the Union's Constitution, that are applicable to each Employee, regardless of whether they are also a Union member. For clarity, the dues, fees and assessments prescribed by the Union shall not include fines, penalties, levies or the like that the Union may, pursuant to its Constitution, impose against Union members. **For further clarity, any Employees hired into a position**

after Pre-Academic Year Employee Training is completed will have the dues paid by the Employer on their behalf to the Union on the last working day of March after their employment has commenced.

- 4.02 All such dues, fees and assessments shall be remitted to the Union forthwith and in any event no later than the last working day of October each year for those who attend Pre-Academic Year Employee Training, and no later than the last working day in April for those who do not attend the training. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the USW Local 2010 Union and the USW Staff Representative.
- 4.03 The annual dues remittance shall be accompanied by a statement listing:
 - (a) the name and Employee number of each Employee whose dues and initiation payments have been made, each Employee's campus email address, and home address and the total amount deducted or paid on behalf of the Employee for the year; and
 - (b) the names, Department, and Employee numbers of the Employees from whom no payments have been made and the reasons why. The annual dues remittance will also include the Union's "Summary of Union Dues" form.
- 4.04 The Employer will record total Union dues paid for each Employee on their "T4" or "T4A" as applicable.
- 4.05 The Union must provide at least 60 Calendar Days' Written Notice of any change in the membership dues, fees, or assessments.
- 4.06 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made, or payments made in accordance with this Article.

Employee Information

- 4.07 The Employer agrees to inform all Employees that a Union Collective Agreement is in effect and that a copy of the Collective Agreement can be found on the Unions and Associations Human Resources website or online equivalent. This information will be included in the Employee's appointment letter at the time the offer of employment is made.
- 4.08 On the commencement of Pre-Academic Year Employee Training, the Employer shall advise each new Employee of the name of their Union Representative and the Local Union President and provide their email addresses.

4.09 The Employer will provide the Union with a copy of the job description for all job classifications/positions, currently, but not limited to, Residence Dons, Residence Life Assistants, and Living Learning Community Dons each year prior to posting.

4.10 To the extent to which information is available and is recorded in the Employer's systems, the Employer will provide the Union with an electronic report in excel format listing Employees, on January 31st, May 31st, and September 30th.

- (a) full name (last, first, middle);
- (b) employee number;
- (c) work email address;
- (d) personal cell phone number;
- (e) Work Term/Contract start and end dates;
- (f) job/position title (Residence Don, Residence Life Assistant, or Living Learning Community Don);
- (g) gender;
- (h) preferred pronoun(s), if provided by Employee;
- (i) building assignment;
- (j) room assignment;
- (k) Leave of Absence, if applicable; and,
- (l) home mail address. It is each Employee's responsibility to notify Human Resources of any change in the Employee's home mailing address. The Employer shall be entitled to rely upon the last address furnished by the Employee for all purposes.

4.11 On May 31st annually, the Employer will provide the Union with a copy of the three (3) generic employment contracts that are issued to Employees.

Orientation Session

4.12 During the second week of Pre-Academic Year Employee Training when all Employees are in attendance, employees shall be allowed one and a half (1.5) hours to attend a Union orientation session. The Employer will maintain all working terms and conditions of employment for Employees attending the orientation session.

4.13 The Employer will assist the Union in scheduling the orientation session in advance by no later than August 1 of each year, including reserving an appropriate lecture hall large enough for all Employees and the Union Executive to attend, and in a location that is convenient for travel purposes.

4.14 The Employee will be granted 1.5 hours including travel time to attend the ratification vote. Where more than one session is held, the Manager/Designate may determine which session the Employee attends based on operational requirements.

ARTICLE 5 – MANAGEMENT RIGHTS

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

- (a) maintain order and efficiency;
- (b) plan, direct and control operations;
- (c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
- (d) determine the size, composition, and deployment of the workforce;
- (e) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and,
- (f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the Employer.

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

ARTICLE 6 – NO STRIKES OR LOCKOUTS

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

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

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

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01 The Parties agree that the Local 2010-02 Unit Chairperson, Unit Recording Secretary, and Unit Grievor will be able to attend joint Labour/Management Committee ("LMC") meetings for all Queen's Employees represented by USW. Meetings will be held no less than bi-monthly with the Parties agreeing to agenda items at least one (1) week in advance of the meeting and will be coordinated with the Local 2010 (Support Staff) and Local 2010-01 (Academic Assistants) bargaining units. The Parties may agree to hold ad hoc LMC meetings in between the bi-monthly meetings as they deem necessary.
- 7.02 Meetings will not be used to discuss matters which are the subject of a grievance, nor to discuss any matters which are, at the time, the subject of collective bargaining.
- 7.03 The LMC has no authority to alter, modify or amend any part of the Collective Agreement.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Employer recognizes the role of elected Union Representatives in labour management relations and shall not discriminate against them for their participation as a Union Representative.
- 8.02 The Union will provide the Employer, in writing, with the names and titles of its Local 2010-02 Unit Chairperson, Unit Recording Secretary, Unit Grievor, Union Representatives and Committeepersons (not to include Residence Life Coordinators or Academic Initiatives Coordinators) mentioned in this Agreement, and the Employer will be required to recognize such representatives only from the date of receipt of such Notice.

Executive Board

- 8.03 The Union recognizes that the Local 2010-02 Unit Chairperson/designate is a member of its Executive Board and has duties to perform for the Employer and they will not absent themselves from such duties to attend to Union business without requesting time away from work to attend to prior approval from their Manager/Designate. When such Union business an Executive Board member shall submit such request with at least three (3) Business Days' written Notice to their Manager/Designate; however, the Parties recognize that there may be exigent circumstances that make it appropriate to amend this Notice period following discussion between the Employee and their Manager/Designate. Such requests will be subject to operational requirements, but will not be unreasonably denied.

University Committees

- 8.04 An Employee appointed or invited to serve on a University Committee as a representative of the Union will be granted time away from work for the meeting time. All requests for time away from work under this Article shall be submitted to the Employee's Manager/Designate with as much advance Notice as possible. Union Representatives shall report back to their Manager/Designate when the meeting ends.

Union Representatives

- 8.05 The Union may elect or otherwise appoint a Local 2010-02 Unit Chairperson, a Unit Recording Secretary, a Unit Grievor, and up to eight (8) Union Representatives who will be recognized by the Employer for purposes of the grievance process. The Union will advise the Employer of the names and contact information of the Union Representatives. The Employer will advise the Union of the names of its Employee/Labour Relations Advisors for the purpose of identifying key contact persons for Union Representative. Union Representatives for the purpose of this Article shall not include Residence Life Coordinators or Academic Initiatives Coordinators.
- 8.06 The Union acknowledges that Union Representative have duties to perform for the Employer; therefore, Union Representative will use their best efforts to make arrangements to carry out their responsibilities at times that do not conflict with their employment duties.
- 8.07 In the event that such conflict with employment duties cannot be avoided it is the responsibility of the Union Representative to request permission from their Manager/Designate before leaving their work and to report back to their Manager/designate upon returning to work.
- 8.08 The Union acknowledges that all Employees have duties to perform for the Employer; therefore, when dealing with a grievance arising out of this Agreement, the Union Representative will use their best efforts to make arrangements to meet with an Employee at times that do not conflict with the Employee's employment duties. In the event that such conflict cannot be avoided, the Union Representative must request permission from the Employee's Manager/Designate, before contacting the Employee to discuss the grievance during the Employee's working time. Such permission will not be unreasonably withheld.
- 8.09 The Employer acknowledges the right of Employees of the United Steelworkers Local Unit 2010-02 to utilize the Union Representative body of the United Steelworkers Local 2010 to act as representatives in all labour relations matters. Union Representatives for the purpose of this Article shall not include Residence Life Coordinators or Academic Initiatives Coordinators.

Leave for Union Business

- 8.10 Employees who are elected or appointed by the Union to attend Union business, shall be granted a leave of absence by the Employer 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/Designate. The written Notice shall be sent to the Senior Director, Employee/Labour Relations or designate, who shall advise the appropriate Manager(s)/Designate(s) of the request and will provide a written response to the Union within five (5) Business Days. The Employer will maintain the working terms and conditions for Employees for any leaves granted under this Article.

ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 The Employer will recognize a Bargaining Committee composed of up to three (3) members, one of whom shall be the Local 2010-02 Unit Chairperson of the Bargaining Unit, and the President of the United Steelworkers Local 2010 bargaining unit. The members of the Bargaining Committee shall be compensated as per the Letter of Understanding on Attendance at Required Employer Meetings while participating in collective bargaining up to and including conciliation.
- 9.02 The Bargaining Committee shall be entitled to be represented by a USW Staff Representative(s) of the United Steelworkers at all bargaining meetings held between the Employer and the Union.
- 9.03 The Bargaining Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of bargaining, including proposals for the renewal or modification of this Collective Agreement.

ARTICLE 10 - USW STAFF REPRESENTATIVE

- 10.01 If an authorized Staff Representative of the USW wants to speak to a member of the Bargaining Unit about a grievance or other official business during working hours, they must advise the Employee's Manager/Designate who, subject to operational requirements, will arrange time, not to exceed sixty (60) minutes, for the Employee to meet with the USW Staff Representative. The USW Staff Representative will provide the Manager/Designate with as much advance notice as possible of their desire to meet with a member of the Bargaining Unit, and in any case not less than one (1) hour's notice.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01 Subject to Article 11.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an Employee without just cause. The Employer and the Union recognize the principle of progressive discipline and that the nature of certain misconduct is so egregious that steps in the progressive discipline process can be skipped.
- 11.02 A probationary Employee may be disciplined, including suspension or discharge, at any time and for any reason during the probationary period; the probationary Employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was arbitrary, discriminatory or in bad faith or otherwise contrary to Article 5.02.
- 11.03 An Employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within three (3) Business Days, such reason(s) will be confirmed in writing to the Employee and the Union.

Representation

- 11.04
 - (a) At their request, an Employee will be entitled to be accompanied by their Union Representative at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance.
 - (b) The Employer will advise the Employee that the meeting is disciplinary in nature, prior to such meeting taking place.

(c) An Employee may waive their right to have a Union Representative present by signing a Union waiver. In circumstances where the Employee waives their right to a Union Representative, the Union will be provided with a copy of the signed Union waiver.

Disciplinary Process

11.05 The Employer will advise the Employee of the reason(s) for the meeting and will provide the Employee with an opportunity to respond. Within ten (10) Business Days of this fact-finding meeting, or such longer period as may be agreed upon between the Parties, the Employer 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 fact-finding meeting.

11.06 Any discipline that may be imposed on an Employee will be confirmed in writing to the Employee and a copy will be sent to the Union.

11.07 When making a disciplinary decision, the Employer will not consider any prior discipline after eighteen (18) months from when the discipline was issued.

11.08 At the request of an Employee, all such disciplinary records will be removed from the Employee's personnel file after the eighteen (18) months expires.

Performance Improvement Plan (PIP)

11.09 The Employer and the Union agree that the provision of clear expectations and support to Employees, can promote professional and positive behaviour in the workplace.

11.10 When the Employer is considering discipline relating to poor performance, at the Employer's discretion, the situation may be addressed through education and/or a Performance Improvement Plan (PIP). A performance improvement plan is a written tool to help the Employee improve their performance and provide the opportunity to succeed.

ARTICLE 12 – GRIEVANCE PROCESS

12.01 It is the mutual desire of the Parties that any complaint arising between the Employer and an Employee and/or the Union with respect to the administration, application, interpretation, or alleged violation of the Agreement be addressed as efficiently as possible.

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

12.03 It is agreed by the Parties that early intervention and resolution of issues or complaints is beneficial to labour relations. As such, when issues arise, before the initiation of the formal grievance procedure, the Parties agree that the Union will first give the Employer an opportunity to address the issue or complaint.

Informal Resolution Request

12.04 The Parties agree to the following Informal Resolution Request process:

- (a) The Parties agree that it is beneficial to workplace harmony that Employees are empowered to resolve issues or complaints in a timely manner by discussing the issue or complaint with their Residence Life Coordinator or Academic Initiatives Coordinator first. Employees should raise issues and complaints as soon as possible. The Employee and Residence Life Coordinator or Academic Initiatives Coordinator will discuss and endeavour to resolve the issue or complaint within five (5) Business Days of the Employee raising the issue or complaint. If the issue or complaint is not resolved to the Employee's satisfaction, the Employee may move the issue or complaint forward to Article 12.05 (b) below.
- (b) If the issue or complaint is not resolved as set out above, the Union may raise issues or complaints on behalf of the Employee directly with an Employee/Labour Relations Advisor within fifteen (15) Business Days after the time period in 12.04 (a) has been exhausted. The Parties commit to having productive, without prejudice discussions with the intended purpose of finding common ground and an agreeable resolution.
- (c) The Employer will provide the Union with any data or documentation the Parties agree would be relevant to resolving the issue or complaint.
- (d) The Employer will respond to the issue or complaint within ten (10) Business Days after the Informal Resolution Request was submitted.
- (e) The Parties will agree to an appropriate timeline given the nature of the issue or complaint to initiate the next step of the grievance procedure.
- (f) If the issue or complaint is not resolved within the agreed upon timeline, then the next step of the grievance procedure may be initiated.

Step 2 – Formal Resolution

- 12.05 An issue or complaint that is not resolved at the Informal Resolution stage may, at the aggrieved Employee's (the "grievor") request, be submitted as a grievance to the Senior Director, Employee/Labour Relations, or their specified designate within five (5) Business Days after the expiry of the Informal Resolution response.
- 12.06 The grievance will outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a USW Staff Representative/Union Representative if available.
- 12.07 Upon receipt of the grievance, the Senior Director, Employee/Labour Relations, or their designate, will meet with the USW Staff Representative/Union 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.

- 12.08 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.
- 12.09 A grievance alleging unjust suspension or discharge, and/or arising from return-to-work issues, will commence at Step 2.
- 12.10 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.
- 12.11 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.
- 12.12 A group grievance arises when two (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 Article 12.05. Failing resolution of the matter after the Informal Resolution stage, a group grievance may be submitted at Step 2. All grievors must sign the grievance if they are available but a limit of three (3) grievors may be present at each Step of the grievance process. Any resolution under the Grievance Procedure will apply to all grievors.
- 12.13 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article 13: Arbitration.
- 12.14
 - (a) The time limits referred to in this Article may be extended by mutual written agreement of the Parties.
 - (b) Further, any step of the Grievance Procedure may be waived by mutual agreement of the Parties.

ARTICLE 13 - ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the administration, application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grieving Party may, within twenty (20) Business Days after the Step 2 written response is received or due, provide written notification to the other Party of its intention to proceed to arbitration.
- 13.02 An arbitration hearing will proceed before a single arbitrator.

- 13.03 In its written referral pursuant to Article 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. The parties will endeavour to agree on an arbitrator who is available within six (6) months of the date of referral to arbitration.
- 13.04 If the Parties cannot agree on an arbitrator within thirty (30) days after the responding Party received the initial arbitration referral, then either Party may request that the Minister of Labour appoint a sole Arbitrator pursuant to the provisions of section 48 of the Ontario Labour Relations Act, 1995, or the Parties may continue to attempt to reach agreement on an arbitrator.
- 13.05 The fees and expenses of the Arbitrator will be shared equally by the Union and the Employer. Subject to Article 13.06, each Party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.
- 13.06 The Union must, with as much advance Notice as possible, submit a leave request to the Senior Director, Employee/Labour Relations for any Employee and Union Representative or designate whom the Union wishes to attend an arbitration hearing. Union Representative for the purpose of this Article shall not include Residence Life Coordinators or Academic Initiatives Coordinators.
- 13.07 The Arbitrator has the power and authority provided for in the Ontario Labour Relations Act, 1995 and to hear and determine the grievance.
- 13.08 The Arbitrator's decision shall be final and binding upon the Parties and upon any Employee affected by it, subject to the limitation that the Arbitrator shall have no authority to make any decision that is inconsistent with the terms of this Agreement or to add to, subtract from, change, alter, modify, or amend any of the provision(s) of this Agreement.
- 13.09 The Arbitrator shall deal solely with the matter in dispute within the confines of this Agreement and any legislation over which the Arbitrator has the jurisdiction to interpret and apply pursuant to the Ontario Labour Relations Act, 1995.
- 13.10 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. This provision shall not be interpreted such as to prevent either Party from seeking judicial review of an Arbitrator's decision.
- 13.11 The time limits referred to in this Article 13 may be extended by written mutual agreement of the Parties.
- 13.12 Nothing in this Article shall prevent the Union or the Employer from exercising its right to use Section 49 of the Ontario Labour Relations Act, 1995.

ARTICLE 14 - VIDEO SURVEILLANCE

14.01 Employees who are required to work in a designated area on campus where there are security cameras will be so advised through posted signage.

ARTICLE 15 - WHISTLEBLOWER PROTECTION/IMPROPER ACTS REPORTING POLICY

See the [Letter of Understanding – Whistleblower Protection/Improper Acts Reporting Policy](#) appended herein.

ARTICLE 16 - NO HARASSMENT OR DISCRIMINATION

16.01 The Employer and the Union agree that they will not discriminate against any Employee, or intimidate, threaten, coerce or restrain any Employee because of membership or non-membership, past or present, in the Union.

16.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the Ontario [Human Rights Code](#), the Employer's [Harassment and Discrimination Prevention and Response Policy](#), or the Ontario [Occupational Health and Safety Act](#).

16.03 Harassment is defined as set out in the Employer's [Harassment and Discrimination Prevention and Response Policy](#) which may be amended from time to time. Currently, Harassment and Discrimination is defined under the abovementioned policy as: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in Employer 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](#).

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

Harassment includes sexual harassment and sexual violence, and can include targeting a person's sexuality, gender identity, or gender expression. Sexual harassment and sexual violence shall not be tolerated and are specifically addressed under the Employer's [Policy on Sexual Misconduct and Sexual Violence Involving Students](#), which may be amended from time to time.

16.04 Discrimination is defined as set out in the Employer's [Harassment and Discrimination Prevention and Response Policy](#). Currently, discrimination is defined under the abovementioned policy as:

- (a) is a distinction relating to personal characteristics of an individual or group based on a ground protected by the Ontario [Human Rights Code](#) that has the effect of imposing burdens, obligations or disadvantages on such individual or group not imposed upon others, or that withholds or limits access to opportunities, benefits, and advantages available to other members of society;
- (b) can be direct, indirect, or systemic in nature;
- (c) need not be intentional;
- (d) includes a distinction imposed because of a person's or group's relationship to, association with, or dealings with, another person or persons who are identified by a protected ground; and,
- (e) includes a failure to accommodate the needs of individuals related to one or more grounds protected by the Ontario [Human Rights Code](#), unless doing so would cause undue hardship. The duty to accommodate must be fulfilled in accordance with the principles of dignity, individualization, and inclusion; but,
- (f) does not include restricting membership in a special interest group that is primarily engaged in serving interests of people identified by a prohibited ground to people who are similarly identified.
- (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."

16.05 Harassment is not properly discharged managerial responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees. Reasonable action(s) taken by management, relating to the management and direction of employees or the workplace is not harassment. Reasonable management actions could include, but is not limited to, things such as changes in work assignments, scheduling, job/performance assessment and evaluation, implementation of health and safety measures, and disciplinary action. If these actions are not exercised reasonably, they may constitute harassment.

- 16.06 Employees found to have harassed or discriminated against another person(s) may face disciplinary action ranging from verbal warning up to and including termination of employment.
- 16.07 The Employer provides Employees with training regarding the [Harassment and Discrimination Prevention and Response Policy](#). The Employer will work with the Union to ensure Employees are provided with appropriate information and training about the Employer's discrimination and harassment policies.
- 16.08 The Parties agree that allegations of discrimination and harassment should be dealt with promptly. Therefore, where allegations of discrimination and harassment meet the prima facie test, they will be investigated or otherwise addressed on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case or through discipline up to and including termination of employment. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.
- 16.09 Complaints that arise within the course of employment will be investigated/handled through the Employer's [Harassment and Discrimination Prevention and Response Policy](#).
- 16.10 For clarity, regardless of the Employer policy used in the investigation of complaints related to employment-based harassment or discrimination, the Employer recognizes the right of Employees to be represented in accordance with Article 16.17.
- 16.11 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.
- 16.12 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the Employer's [Harassment and Discrimination Prevention and Response Policy](#), will, if not otherwise resolved, be processed as a grievance in accordance with the Collective Agreement.
- 16.13 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step (Informal Resolution) of such a grievance, the next level of supervision will hear the grievance.
- 16.14 Where a complaint is being addressed through the procedures outlined in the Employer's [Harassment and Discrimination Prevention and Response Policy](#), the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures have been completed.
- 16.15 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 In cases where harassment results in room reassignment, the complainant shall not be reassigned to a different room against their will; unless otherwise agreed, it shall be the respondent who is reassigned.
- 16.17 In dealings with the Employer on matters of harassment arising from their work as a Residence Don, 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 Employee appointed by the Union. Union Representatives for the purpose of this Article shall not include Residence Life Coordinators or Academic Initiatives Coordinators.
- 16.18 Where there is a claim of harassment or discrimination and the Employer decides to place an Employee on administrative leave pending its investigation of the claim, the Employer shall maintain all working terms and conditions of employment for the Employee during the investigation period. This may include a temporary or permanent move to an alternate room in residence and assistance moving to the alternate room will be provided by the Employer.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Employer's approach to health and safety matters is governed by the provisions of the Ontario Occupational Health and Safety Act and its regulations.
- 17.02 The Parties agree to participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University. To this end, the Parties acknowledge and agree that all persons on University premises are required to comply with policies, procedures, regulations and standards relating to health and safety.
- 17.03 The Employer recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training and the right to refuse unsafe work in accordance with the Ontario Occupational Health and Safety Act where there is an immediate danger to the Employee's health and safety or to the health and safety of others.
- 17.04 The Employer shall provide information, instruction, and supervision to an Employee to protect the health and safety of that Employee.
- 17.05 The Union has the right to appoint and be represented by an Employee representative from the Bargaining Unit on any applicable Joint Health and Safety Committees.

- 17.06 A worker representative on a Joint Health and Safety Committee may become a certified worker representative on the Committee, subject to Management approval. The University will provide the required training for certification at no cost to the Employee or the Union.
- 17.07 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.
- 17.08 The Employer will supply, and Employees will wear/utilize, personal protective equipment and any other devices that the Employer requires Employees to wear/utilize.

Injured Employees

- 17.09 In the event an Employee is injured in the performance of their duties such that the Employee is required to stop work and receive medical treatment, the Employee will not suffer any loss to their working terms and conditions of employment for that workday. If the injury is such that transportation immediately following the injury is required, the Employer will provide and pay for, or arrange and pay for, suitable transportation to a hospital, the Employee's residence room or other appropriate location.

Pregnancy

- 17.10 If asked by a pregnant Employee to request a workplace assessment in relation to their pregnancy, the Employee's Manager/designate will submit an assessment request to the Department of Environmental Health and Safety (EH&S). When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the Employer will arrange reasonable accommodation.

ARTICLE 18 – EMPLOYMENT ELIGIBILITY REQUIREMENTS, PROBATIONARY PERIOD, SENIORITY, AND RECRUITMENT

Employment Eligibility Requirements

- 18.01 Eligibility for employment in the Bargaining Unit is established by the University and is also conditional upon being a full-time, in person Queen's University student in good standing.

Probationary Period

- 18.02 The probationary period is intended to be a period of time for the Employer to adequately evaluate the Employee's skills and qualifications and to provide the Employee with feedback regarding their performance and suitability for the position. The probationary period is specific to this Collective Agreement and not applicable or transferable to any other role at the University.
- 18.03 The normal probationary period shall commence from the first day of Pre-Academic Year Employee Training and conclude the last day of Fall Term. If an Employee commences employment after the normal start date (first day of Pre-Academic Year Employee Training), the Employee shall be on probation for a period of eighteen (18) weeks of active employment beginning the date of hire.

18.04 During the probationary period an Employee may be terminated at any time, or for any reason, and the Employee will not have recourse to the Grievance or Arbitration provisions of this Agreement, unless the termination is alleged to have been discriminatory, arbitrary, or made in bad faith.

Seniority

18.05

- (a) Seniority will be recognized following an Employee's successful completion of their probationary period, at which time seniority will be recognized back to the commencement date of probation.
- (b) The Employer will provide the Union with an up-to-date seniority list of the Employees in the Bargaining Unit twice each year, on October 1st and February 1st in electronic format (Excel and PDF).
- (c) The Employer will provide the seniority list directly to the Union on or before October 1st and February 1st of each year in electronic format. A copy of the seniority list will be posted on the [Unions and Associations Human Resources website](#) or online equivalent within five (5) Business Days. 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
- (d) In the event that two (2) or more Employees have the same most recent Work Term/Contract date, their seniority ranking will be determined in accordance with the Letter of Understanding on First Seniority List process determined by the Union. The Union will provide written instruction to the Employer advising of any change to the process of establishing seniority as to the process it has adopted and will provide not less than sixty (60) Days prior to written Notice any change to that process.
- (e) Except as otherwise expressly stated, seniority will accrue year to year and will not be affected by an Employee's summer break between appointments if the appointments are consecutive.
- (f) Except as otherwise expressly stated, seniority will be maintained and will not be affected by an Employee's absence from work due to an approved sick leave, or other approved leaves provided for in this Agreement.
- (g) Subject to the Letter of Understanding regarding the First Seniority List at Page 38, Employees shall have the right to challenge the accuracy of their seniority for a period of thirty (30) Days from the date the seniority list is posted on the [Unions and Associations Human Resources website](#) or online equivalent. If the Employee's seniority is determined to be inaccurate, it will be corrected. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.

Annual Employee Hiring Cycle

18.06

Initial Hiring

- (a) The normal Annual Employee Hiring Cycle typically begins in December. As part of the annual recruitment process, any vacancy that the University determines it needs to fill within the Bargaining Unit will be posted publicly online for a minimum of four (4) weeks except as outlined in Articles 18.06 (e), (f), (g), and (h) below. All vacancies in the Bargaining Unit will be filled by a process of selection.
- (b) Applicants wishing to apply for a posted position must do so during the posting period stated on the job posting and in accordance with the manner set out in the job posting. It is the responsibility of each Applicant to provide all information required in the job posting.
- (c) After the Annual Employee Hiring Cycle is complete, and in any event no later than May 1 of each year, the University will provide the Local Union with the number of individuals in the qualified Applicant pool.

Subsequent Hiring

- (d) Don Designates will be assigned a community prior to filling vacancies from the qualified Applicant pool, provided they meet the requirements of the work that is available.
- (e) Any subsequent vacancies that the University decides to fill following the Annual Employee Hiring Cycle will be filled with a qualified candidate from the qualified Applicant pool until such time as the qualified Applicant pool is exhausted.
- (f) Should the pool of qualified candidates become exhausted, and the Employer decides to fill a vacancy in the Bargaining Unit, the position will be posted publicly online for a minimum of one (1) week. The Union will be advised at the time of posting.

Residence Life Assistant and Living Learning Community Dons

- (g) Vacancies for the Residence Life Assistant position, that the University decides to fill must first be offered to qualified Employees who had previously expressed interest in the role. Should the role not be filled through this process, the Employer will solicit interest from current Employees.
- (h) Vacancies for the Living Learning Community Don position, that the University decides to fill must first be offered to qualified Employees who had previously expressed interest in the role. Should the role not be filled through this process, the Employer will solicit interest from current Employees, followed by the qualified Applicant pool, if necessary.

Stayover Don Role

18.07 The Stayover Don position will be filled on a voluntary basis from the existing Employee list. The Employer will advise the Union of the names of the Employees working Stayover Don shifts by no later than the last working day before the Winter Closing or the last day of work for the Employees in April.

Application and Selection Process

18.08

- (a) Residence Life & Services will determine a fair and equitable process for Employee selection.
- (b) The employer is committed to its obligations under the *Accessibility for Ontarians with Disabilities Act*, the Ontario [*Human Rights Code*](#) and applicable Employer policies. As a result, the employer recognizes its legal obligation to provide accommodations to Applicants with disabilities and will provide support in its recruitment processes. Applicants have an obligation to identify the need for accommodation and to work with the Employer to determine the appropriate accommodation.

Returning Employee Applicants

- (c) Employees shall receive an interview for the position they hold at the time of application, provided they apply in compliance with Article 18.06 (b) and continue to meet the conditions of employment as determined by the University.
- (d) Hiring decisions will be first based on a vacancy existing. Hiring decisions will be based on Returning Employee Applicants demonstrating the necessary skills and qualifications during the interview process, as well as satisfactory past performance, including formal evaluation and observed behaviours. Offers of employment will first be made to Returning Employee Applicants, and subsequently to new Applicants.
- (e) When a Returning Employee Applicant has applied for a position not previously held and is applying for the Residence Life Assistant and/or the Living Learning Community Don position, the Employer will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position. The University agrees that the onus lies with the Employer to demonstrate that the Successful Candidate demonstrated necessary skills and qualifications during the interview process, as well as satisfactory past performance, including formal evaluation and observed behaviours. When making a selection, if the Employer determines that, based on the aforementioned criteria two (2) or more candidates are equal, the candidate with the most seniority will be selected.
- (f) The onus rests with the Employer to demonstrate that a Returning Employee Applicant failed to meet the conditions set out in Article 18.08 (d).
- (g) For clarity, position and room assignments are two (2) distinct concepts under this Collective Agreement.

New Applicants

- (h) Residence Life & Services will select new Applicants based on the number of available positions, after offers have been made to Returning Employee Applicants, taking into account factors such as the Applicants' skills and qualifications and interview performance.
- (i) When requested to do so, a representative of the hiring committee will meet with an Applicant who was granted an interview but who was not selected as the Successful Candidate to provide feedback and discuss how the Applicant might prepare for future job postings.

ARTICLE 19 - WORKLOAD

- 19.01 The Employer encourages regular discussion between Employees and Managers/designates regarding workload and scheduling. This includes discussion about resources, advice, and support to allow Employees to manage their workload.
- 19.02 The Parties recognize the importance of regular workload and scheduling discussions for maintaining a healthy work/life balance. Employees are encouraged and empowered to regularly discuss their concerns with their Residence Life Coordinators or Academic Initiatives Coordinators.
- 19.03 Managers/designates will allocate workload and schedules in a manner that is fair and reasonable taking into account operational needs. Fluctuations in workload are normal, and workload may be impacted by numerous factors, including but not limited to peak periods or staff shortages.
- 19.04 An Employee who has concerns about their workload and/or schedule should begin discussions with their Residence Life Coordinators or Academic Initiatives Coordinators, 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. Workload and scheduling discussions are not intended to prevent the Manager/designate from addressing performance issues.
- 19.05 If the matter remains unresolved, the Employee and/or Residence Life Coordinator or Academic Initiatives Coordinator may advance concerns to their Assistant Manager. Should the concern remain unresolved, the matter may be advanced to the Assistant Director, Residence Life & Services/designate and a Union Representative for further discussion.

ARTICLE 20 - HOURS OF WORK, MANDATORY TRAINING, AND SCHEDULES

Hours of Work

- 20.01

- (a) Bargaining unit work is both scheduled by the Employer and can be self-scheduled by the Employee in some respects as specified below. Employer scheduled work includes on-call shifts, during which there are required rounds, as well as flexibility for the Employee for non-work activity.
- (b) Employees may not work in excess of thirty (30) hours per week without advanced approval from their Manager/Designate.
- (c) For clarity, an Employee shall not be regularly scheduled for team meetings, office hours, 1-on-1 meetings, programming, and/or on-call shifts in excess of thirty (30) hours per week. For further clarity, Employees must be available to attend weekly scheduled team meetings.

On-Call Shifts and Office Hours

- (d) Every Employee is required to be in residence three (3) evenings a week, one (1) or two (2) of these evenings are on-call shifts, the remaining are office hour shifts.
 - (i) An on-call shift will not be scheduled in excess of eleven (11) hours per twenty-four (24) hour period.
 - (ii) Notwithstanding 20.01 (d) (i), during the December and April exam periods, an on-call shift will not be scheduled in excess of twelve (12) hours per twenty-four (24) hour period.
 - (iii) Inclusive of an on-call shift, 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.
 - (iv) Notwithstanding 20.01 (d) (i), (ii) and (iii), at the Employee's written request, they may be scheduled for shifts with less than eleven (11) hours of rest.
- (e) An Employee shall not regularly be scheduled for more than two (2) on-call shifts per week for a maximum of twenty-two (22) on-call hours weekly from Sunday to Saturday, except in the case of an emergency. During December and April exam periods, when each on-call shift is twelve (12) hours, the maximum increases to twenty-four (24) hours on-call weekly, from Sunday to Saturday. Exceptions may apply per Articles 20.01 (g) (i) and (ii).
- (f) An Employee shall typically be scheduled each week for an on-call shift or office hour shift on either Friday or Saturday.
- (g) The Residence Life Assistant shall endeavour to schedule Employees for hours of work that equal five (5) points or less per week. Employees are assigned points for office hours and on-call shifts in accordance with the following table:

Shift	Points
-------	--------

Office Hours Shift	1 point
Sunday – Thursday On-Call Shift	1 point
Friday – Saturday On-Call Shift	2 points

(i) total weekly points may exceed five (5) due to voluntary changes, or during Peak Periods of Work, as per Article 20.12.

(ii) where points exceed five (5) for an Employee in any given week, the Residence Life Assistant will endeavour to adjust the schedule in subsequent months, to achieve an equitable distribution across all members of the team, over the course of the term and/or Academic Year.

20.02

(a) Employees shall be scheduled for office hours and on-call shifts with the Residence Life Assistant making best efforts to meet their preferences subject to operational needs. Employees will provide their preferred availability no later than ten (10) calendar Days in advance of the next monthly schedule. The Employer will post the monthly schedule five (5) calendar Days prior to the schedule effective date.

(b) Notwithstanding this normal timing, for the month of September, Employees will provide their availability by the end of the first day of Pre-Academic Year Employee Training and the schedule will be posted three (3) calendar Days prior to Move-In Weekend. It is understood that the first schedule of the Academic Year may include on-call shifts in late August, based on the year's move-in dates.

20.03 During a scheduled on-call shift, Employees must remain in their designated area as determined on their schedule. During the on-call shift they must respond to the on-call phone as needed. Other than required building rounds or when actively engaged in responding to circumstances that arise during an on-call shift, the Employee is entitled to engage in non-work activity such as sleeping, eating, and otherwise pursuing their own interests during scheduled on-call hours.

20.04 Employees may exchange on-call shifts without Manager/designate approval. It is the Employee's responsibility to inform the Residence Life Assistant of the change in schedule. For clarity, shift exchanges will not be considered as scheduled shifts for the purposes of Articles 20.01 (d) (i), (ii), (iii), and (iv), and may result in the Employee working in excess of thirty (30) hours per week.

Scheduling

20.05 The Employer will make a reasonable effort not to schedule work for an Employee if it conflicts with:

(a) An Employee's observance of a religious holiday; or

(b) The Employee's attendance at a scheduled course, tutorial, or examination for academic credit at the University.

- (c) Notwithstanding the above, it is understood that there may be times when Employees are scheduled to work based on operational needs that may conflict with Articles 20.05 (a) and/or (b). Employees must be available to attend weekly scheduled team meetings. Employees undertaking a practicum or internship must be living in residence and able to meet the hours of work as outlined at Article 20.01.
- 20.06 The on-call and office hour schedules are completed by Residence Life Assistants, who are also Employees in the Bargaining Unit. In the event of a concern over scheduling that is unable to be resolved by discussion among the Residence Life Assistant and impacted Employee, the Residence Life Coordinator will attempt to resolve the matter. If the Residence Life Coordinator is unable to resolve the matter, the Manager/Designate will attempt resolution.

Mandatory Employee Training

- 20.07
 - (a) Pre-Academic Year Employee Training, some of which may be offered online as determined by the Employer, is mandatory and each individual session is required.
 - (b) Exemptions from attending specific training sessions may be granted in circumstances of an academic conflict or exceptional personal circumstances. Requests for exemptions from specific sessions must be submitted using the Employer's process by no later than August 1.
 - (c) It is the Employee's responsibility to complete any missed training sessions on their own time.

Move-In Weekend

- 20.08 All Employees work Move-In Weekend. Employees will be provided with their duties and schedule for breaks and lunch no later than the end of day of the Wednesday prior to Move-In Weekend, a copy of which will be provided to the Union in electronic format.
- 20.09 On-call shifts on Move-In Weekend shall be shortened to nine (9) hours. Employees who have an on-call shift shall not be scheduled to work in any other capacity during Move-In Weekend except for community engagement, the floor meeting, community dinner, and drop-off at Orientation activities. For clarity, the total hours worked before the commencement of the on-call shift shall not exceed five (5) hours.
- 20.10 Employees who are not scheduled for an on-call shift on Move-In Weekend, shall not be scheduled to work for longer than thirteen (13) hours, inclusive of all lunch hour and break times on Move-In Weekend. Each Employee will be entitled to a fifteen (15) minute break at an appropriate time during both the 1st and 2nd half of the workday, as well as a one (1) hour lunch break approximately mid-way through the workday.
- 20.11 The Employer will provide a paid lunch voucher to all Employees scheduled to work on Move-In Weekend, inclusive of those Employees who are scheduled to work an on-call shift in the evening.

Annual Peak Periods of Work

20.12

- (a) Annual Peak Periods of Work are determined based on operational need. Annual Peak Periods of Work include but are not limited to Exam Periods, and the weekends associated with Fall Orientation, Homecoming, Halloween, and St. Patrick's Day. During these periods additional on-call shifts are required.
- (b) During Annual Peak Periods the Employer will endeavour to limit work commitments, as operationally feasible, other than on-call shifts and team or community meetings.
- (c) In December and April exam periods there are increased quiet hours daily in residence. While there will be more on-call shifts, the on-call responsibilities are reduced because rounds are limited.
- (d) Employees will be provided the schedule for Annual Peak Periods of Work in accordance with Article 20.02.

General

20.13 This Article establishes certain requirements with respect to hours of work. The Parties acknowledge their commitment to these requirements and understand that emergency circumstances may require exceptions.

ARTICLE 21 – ROOM ASSIGNMENT PROCESS

Room Assignment

21.01

- (a) The Parties recognize that the University's management right includes the ability to assign rooms, based on operational need, in a fair and reasonable manner. The placement of Employees is an intentional process that seeks to ensure that residence communities are diverse and inclusive. Assignments are made to advance this objective. In the interest of transparency, the factors considered in deciding room assignments include, but are not limited to, accommodation requirements (health and non-health), differing gender identity, student status (international, domestic, graduate), and new/returning Employees.
- (b) Employees who require accommodation based on disability must complete the health accommodation form which is made available following receipt by the Employer of a signed employment contract. For other Ontario Human Rights Code based accommodations, Employees must complete the non-health accommodation form. All forms must be received by June 1. Forms will be assessed based on Employer policies. It is the Employee's responsibility to let the Employer know if there has been a change in their request for an accommodation.
- (c) Additionally, the Employer will also assess non-Code based requests such as specific bed length based on height, etc. These requests must also be made by June 1 using the non-health accommodation form.

- (d) The Employer is committed to its obligation to accommodate Code based requests to the point of undue hardship. Room preferences do not trigger these obligations.
- (e) For Code based accommodations that are denied, the Employer will respond in writing to the Employee outlining the rationale for the decision and will include the option of submitting additional information to support the request. The written notification must be provided to the Employee no later than the time room assignments are distributed to all Employees. Employees have the right to Union Representation when dealing with accommodations.

ARTICLE 22 – WINTER CLOSING AND END OF TERM

- 22.01 Employees will normally be scheduled to work the entire Work Term/Contract, including all statutory holidays and Reading Weeks, unless there is a bona fide reason as determined by management for not doing so. However, during the Winter Closing period, with the exception of Stayover Dons, Employees are entitled to time off.
- 22.02 Employees must return to Residences from the Winter Closing no later than the Sunday before classes resume in January.
- 22.03 Employees are required to stay in residence after the December and April exam periods, up to forty-eight (48) hours after exams conclude to support students, the community and assist with operational needs. Employees will be given finalized dates each term, no later than fifteen (15) Business Days from when the exam schedule is published each term.
- 22.04 For clarity, Stayover Dons may be hired during the Winter Closing, and for extra days at the end of the winter term.

ARTICLE 23 - LEAVES OF ABSENCE

See the [Letter of Understanding – Leaves of Absence](#) appended herein.

ARTICLE 24 - SICK LEAVE

See the [Letter of Understanding – Sick Leave](#) appended herein.

ARTICLE 25 – EMPLOYEE FILE

See the [Letter of Understanding – Employee Files](#) appended herein.

ARTICLE 26 - NEW TECHNOLOGY TRAINING & ADDITIONAL TRAINING

- 26.01 The Employer agrees to provide Employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training if such training is needed to perform the Employee's duties in their current position.
- 26.02 The Employer acknowledges the importance of Indigenization - Equity, Diversity, Inclusion, Anti-Racism, and Accessibility (I-EDIAA) training, and will offer this type of training to Employees during the term of this Collective Agreement.

26.03 The Employer acknowledges the importance of awareness and training of the [Policy on Sexual Misconduct and Sexual Violence Involving Students](#) and Harassment and Discrimination Policy training, and will offer this type of training to Employees during the term of this Collective Agreement.

ARTICLE 27 - COMMITTEES

27.01 The Employer will recognize USW Local 2010-02 on University committees where Union Representatives are allowed to participate, where the subject matter is relevant to members of the Bargaining Unit.

ARTICLE 28 – NOTICES AND SERVICES

28.01 USW Local 2010-02 shall be permitted use of Employee's work email and be allowed to post material in the Don Resource Rooms concerning meetings of the Union and other Union business.

28.02 USW Local 2010-02 may use internal services, campus email address, and meeting room space, on the same terms and conditions as specified by the Employer's policies and protocols for internal users.

ARTICLE 29 – CORRESPONDENCE, INFORMATION, AND COPIES OF THE AGREEMENT

29.01 Wherever gender is used in this Agreement, it is understood that all Employees, regardless of how they self-identify, are included in such reference.

29.02 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.

29.03 The Parties will endeavour to finalize this Agreement within one hundred twenty (120) calendar Days of its ratification by both Parties. The Employer will provide the Union with a final electronic copy of this Agreement in Word and PDF formats once finalized.

29.04 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply the Union with twenty-five (25) printed copies of the Agreement and costs associated with printing will be split equally between the Parties. This Agreement will be posted to the [Unions and Associations Human Resources website](#) or online equivalent. In addition, the Employer will make the electronic Agreement available to all Employees by providing them with the website address.

29.05 All formal Notices to the Union or to the Employer required by this Agreement or incidental thereto shall pass to and from the Employer's Senior Director, Employee/Labour Relations or their designate, and the Local Union President or their designate.

ARTICLE 30 – COMPENSATION, MEAL PLAN, AND EMPLOYEE BENEFITS

Compensation and Taxable Benefit

30.01

- (a) All Employees in the Bargaining Unit are provided a single room with internet, as well as the mandatory meal plan as determined by the Employer, as compensation. This is a taxable benefit.
- (b) The taxable benefit will be prorated based on start/end date of the Work Term/Contract.
- (c) When calculating the taxable benefit for each Employee, the Employer will deduct the maximum disturbance factor as allowable under Canada Revenue Agency (CRA).
- (d) Employer will provide each Employee a working fridge in their assigned room.

Stipend Rates

30.02 The Employer will provide each Employee who is employed as a Living Learning Community Don, or Residence Life Assistant or Stayover Don the applicable stipend as set out below. In the event an Employee leaves the position of Living Learning Community Don or Residence Life Assistant prior to the end of term, the stipend will be prorated accordingly. Stipend payments are paid in the month following the end of the Academic Term.

- Living Learning Community Don: \$500 per Academic Term worked.
- Residence Life Assistance: \$750 per Academic Term worked.
- Stayover Don: \$190 per on-call shift worked.

Additional Hours of Work

30.03 The flexibility that Employees have for non-work activity during on-call shifts is not considered hours worked. An on-call shift is equivalent to three (3) hours of time worked. For the purpose of this Collective Agreement, time spent as part of the Union Bargaining Committee, at Pre-Academic Year Employee Training, or on any University Committees is also not considered hours worked.

30.04 Managerial pre-approval is required before any hours are worked in excess of thirty (30) hours in a week. Any Employees approved to work in excess of thirty (30) hours per week, shall be paid minimum wage, less all applicable deductions, for every hour worked.

Pre-Academic Year Employee Training

30.05 For Pre-Academic Year Employee Training in 2023 and 2024, the Employer will compensate each Employee the gross amount of three hundred dollars (\$300) as long as all sessions are/were attended, subject to approved absences. The payment for 2023 is contingent on the Employee being actively employed at ratification. Payment will be subject to all applicable deductions and remittances. Compensation for Pre-Academic Year Employee Training may change for 2025 subject to the Letter of Understanding on Review of Pre-Academic Year Employee Training.

Employee Benefits

30.06 During their period of employment in the Bargaining Unit, Employees shall be entitled to participate in the Employer's [Employee and Family Assistance Program](#) (EFAP).

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be effective from August 1, 2023, and shall continue in effect up to and including July 31, 2026, 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.

31.02 If Notice to Bargain to amend the Agreement is given by either Party pursuant to the provisions of Article 31.01, such negotiations shall commence within fifteen (15) Days thereafter or such other date as the Parties may mutually agree.

31.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on August 1, 2023, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

Residence and University-wide policies (and procedures included therein), affecting terms and conditions of employment, the subject matter of which is not addressed in this Agreement, and in force and effect as of March 9, 2024, will continue unless changed by the University.

In cases where there is a conflict between a policy and this Collective Agreement, the Collective Agreement shall prevail.

The Employer will communicate any such change to the policy to the Union. The Employer shall consider the Union's comments in good faith.

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LETTER OF UNDERSTANDING: RESIDENCE STAFF MANUAL

The Employer will provide an updated copy of the Residence Staff Manual to each Employee at the outset of the Pre-Academic Year Employee Training. The Employer will provide an updated copy via email to each Employee within ten (10) Business Days of any substantial changes being made to the Residence Staff Manual.

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LETTER OF UNDERSTANDING: FIRST SENIORITY LIST

The Employer will post the First Seniority List within sixty (60) days of ratification of this Agreement on the [Unions and Associations Human Resources website](#) or online equivalent. In the calculation of seniority, the Employer will account exclusively for all Don appointments in the Employee's employment history, provided the appointments are consecutive when determining seniority date.

Notwithstanding Article 18.05 (g) of the Collective Agreement, an Employee shall have until October 15, 2024, to challenge the accuracy of their seniority following the posting of the First Seniority List on the [Unions and Associations Human Resources website](#) or online equivalent.

If an Employee is on an approved leave of absence at the time the First Seniority List is posted following ratification of the first Collective Agreement, they shall have until October 15, 2024, following the posting of the First Seniority List, or thirty (30) calendar Days following their return from leave, whichever is later, to challenge the accuracy of their seniority.

In either of the above situations, if the Employee's seniority is determined to be inaccurate as posted, it will be corrected. Such correction may be retroactive. After any such correction, the First Seniority List shall be deemed final for all purposes except in the case of clerical errors.

The following process has been established for submitting a challenge to the first seniority list:

- 1) An Employee who wishes to challenge the accuracy of their seniority must complete a Seniority List Challenge Form and submit the form by email to contact@usw2010.ca. Forms submitted elsewhere will not be reviewed.
- 2) General inquiries with respect to your seniority date should be submitted by email to the Union at contact@usw2010.ca.
- 3) The Seniority List Challenge Form must be received no later than:
 - (a) the end of business (4:30 p.m.) on the 30th calendar Day following posting of the First Seniority List; or,
 - (b) thirty (30) Days following the Employee's return from an approved leave of absence; whichever date is later.
- 4) Seniority List Challenge Forms received later than the applicable deadline will not be considered.
- 5) All challenges to the seniority list will be reviewed by the Union, following the submission deadline (challenges submitted after a return from an approved leave of absence will be reviewed on an ad hoc basis when they are submitted). The Employer commits to provide the Union with all available information to support their process within fifteen (15) Business Days following the request for information from the Union.
- 6) Following any necessary corrections, the First Seniority List will be deemed final for all purposes except in the case of clerical errors.
- 7) Employees who have the same seniority date will be ranked on the seniority list based on birth date within the year. The order of seniority for all Employees who have the same

seniority date will be determined based on this process after all challenges have been addressed.

- 8) Probationary Employees: Article 18.05 (a) of the Collective Agreement states: "Seniority will be recognized following an Employee's successful completion of their probationary period, at which time seniority will be recognized back to the commencement date of probation." Therefore, the names of Employees who are still serving their probationary period when the first seniority list is posted are not included on the first seniority list.
- 9) The Employer will post the finalized First Seniority List within five (5) Business Days of receiving it from the Union.

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**LETTER OF UNDERSTANDING: ARTICLE 15 - WHISTLEBLOWER/IMPROPER ACTS
REPORTING POLICY**

During negotiation for the first Collective Agreement the Union raised concerns about whistleblower protection for employees. Because the University has introduced an Improper Acts Reporting Policy, the Parties acknowledge there is complexity with regards to this discussion. As a result, the Parties agree that within three (3) months of the ratification of the first Collective Agreement, the Parties will meet and discuss potential Collective Agreement language to address the Union's concerns, with the intention of negotiating mutually agreeable Collective Agreement language which will be housekept in the first Collective Agreement if ready prior to printing; otherwise it will be housekept into the next Collective Agreement. For clarity, both Parties can rely on but are not limited to their last respective positions in bargaining.

DRAFT

LETTER OF UNDERSTANDING: ARTICLE 23 - LEAVES OF ABSENCE

During negotiation for the first Collective Agreement the Union raised concerns about how leaves of absence may be operationalized in the Collective Agreement. The Parties agreed that given the unique nature of the Bargaining Unit and the complexity associated with the Union's concerns, the Parties agree that within six (6) months of the ratification of the first Collective Agreement, the Parties will meet and discuss potential Collective Agreement language to address the Union's concerns, with the intention of negotiating mutually agreeable Collective Agreement language which will be housekept in the first Collective Agreement if ready prior to printing; otherwise it will be housekept into the next Collective Agreement. For clarity, both Parties can rely on but are not limited to their last respective positions in bargaining.

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LETTER OF UNDERSTANDING: ARTICLE 24 - SICK LEAVE

During negotiation for the first Collective Agreement the Union raised concerns about how sick leave including accommodations and return to work processes that have not been addressed in the Collective Agreement may be operationalized in the Collective Agreement. The Parties agreed that discussions are not related to incidental absences but rather extended periods of leave. The Parties agreed that given the unique nature of the Bargaining Unit and the complexity associated with the Union's concerns that they would continue discussions throughout the term of the operative Collective Agreement, with the intention of negotiating mutually agreeable Collective Agreement language which will be housekept in the next Collective Agreement. For clarity, both Parties can rely on but are not limited to their last respective positions in bargaining.

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LETTER OF UNDERSTANDING: ARTICLE 25 - EMPLOYEE FILE MANAGEMENT

During the negotiations for the first Collective Agreement, the Parties discussed administration of Employee files. The Employer committed to partner with the Union to share current practice associated with the administration of Employee records with the goal of finalizing Collective Agreement language by July 1, 2024, which will be housekept in the first Collective Agreement if ready prior to printing; otherwise, it will be housekept into the next Collective Agreement. For clarity, both Parties can rely on but are not limited to their last respective positions in bargaining.

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LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS

The Parties recognize that due to the nature of the Work Term/Contract within the Bargaining Unit, Union Officials (Employees acting in their capacity as Unit Chairperson, Unit Recording Secretary, Unit Grievor, Union Representatives and Committeepersons) may be required to attend meetings with the Employer during their non-working hours.

To assist with the administration of the Collective Agreement by Union Officials, the Parties agree:

- 1) The Employer will provide the Union with a lump sum payment of \$3,000. The purpose of this payment is to compensate Union Officials appointed to represent the Bargaining Unit on a Joint Health and Safety Committee (JHSC), for time spent during their non-working hours participating on a JHSC, or participation on a Union Bargaining Committee as per Article 9.01.
- 2) The Union will administer payment to Union Officials, at the hourly wage rate set out in accordance with Article 30.04 for time as referenced in paragraph 1 above, to a maximum of seven (7) hours per day.
- 3) On or before May 31st of each year, the Union will provide the Employer with an Annual Statement, for the previous Work Term/Contract period (~August to April 30th). The Annual Statement will be in excel format and contain the following information:
 - (a) the name of each Union Official who has received a payment(s) for attendance at a meeting as referenced in paragraph 1;
 - (b) the date and time of the meeting(s);
 - (c) the length of time in attendance at the meeting(s).
- 4) Within sixty (60) calendar days of receiving the Annual Statement, the Employer will provide the Union with a lump sum payment in the amount indicated in the Annual Statement. This amount will not exceed \$3,000 annually.

LETTER OF UNDERSTANDING: REVIEW OF PRE-ACADEMIC YEAR EMPLOYEE TRAINING

During negotiation for the first Collective Agreement the Union indicated that compensation for Pre-Academic Year Employee Training was identified as a priority for the Bargaining Unit. The Parties acknowledge that there may be an opportunity to condense the length of the training while acknowledging that in-person training is mandatory and critical for Employee success in their role. There was also an acknowledgement that training itself is a management right pursuant to Article 5 of the Collective Agreement. As a result, the Parties agreed that by no later than April 30, 2025, they will:

- Form a working group with the stated intention of examining the potential to condense the length of the training and/or method of delivery.
- The working group will include representatives from the Local Union, representatives from Residence Life Management, up to three (3) Employees, and other University partners that can assist the Parties to meet their mutual goal.
- In the event that these discussions result in the reduction of the length of Pre-Academic Year Employee Training, the stipend as at Article 30.02 may no longer be required, subject to agreement of the Parties. If the length of training remains the same as in 2024, the stipend will be paid to Employees in 2025.