

MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS RELATING TO THE
NEGOTIATION OF A RENEWED COLLECTIVE AGREEMENT (“RENEWAL AGREEMENT MOA”)

Between:

UNITED STEELWORKERS, Local 2010 (“USW Local 2010”)
(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

ON BEHALF OF USW, LOCAL 2010, SUPPORT STAFF

-AND-

QUEEN’S UNIVERSITY (“University”)



Final agreement on all matters is subject to ratification by both Parties.

E. & O.E.

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The particulars contained herewith represent proposed changes related to our Collective Agreement. Articles, Appendices, Letters of Understanding, etc., that are not listed either remain status quo, were not revised, or only had housekeeping updates approved.

E. & O.E.

MEMORANDUM OF AGREEMENT WITH RESPECT TO ALL MATTERS RELATING TO THE NEGOTIATION OF A RENEWED COLLECTIVE AGREEMENT (“RENEWAL AGREEMENT MOA”)

Between:

United Steelworkers Local 2010 (“USW Local 2010”)

- and –

QUEEN’S UNIVERSITY (“University”)

WHEREAS USW Local 2010 and the University (“the Parties”) have engaged in collective bargaining and have reached a tentative agreement on all issues regarding a Renewed Collective Agreement;

AND WHEREAS following successful ratification of this RENEWAL AGREEMENT MOA by the Parties, the Renewed Collective Agreement will succeed the collective agreement that is currently in operation with effective dates January 1, 2025, to December 31, 2027;

AND WHEREAS the Parties have agreed to record their tentative agreement regarding a renewed collective agreement in this RENEWAL AGREEMENT MOA;

NOW THEREFORE the Parties agree as follows:

1. This RENEWAL AGREEMENT MOA constitutes the entire agreement of the Parties with respect to a renewed collective agreement, and consists of:
 - a) Articles, Appendices, Letters of Understanding and Memorandum of Agreement which were amended by the Parties in the course of the current round of collective bargaining, specifically Agreed Documents Parts 1, 2, 3, 4, and 5, and will form part of the Renewed Collective Agreement (“**Attachment A**”).
 - b) Items which were agreed to by the Parties in the course of the current round of collective bargaining but will not form part of the Renewed Collective Agreement (“**Attachment B**”).
2. Following execution of this RENEWAL AGREEMENT MOA, the Negotiating Committees of the Parties shall, as soon as practicable, present this RENEWAL AGREEMENT MOA to their respective principals

and will unanimously recommend ratification of this RENEWAL AGREEMENT MOA.

3. Ratification by the University and the ratification vote by USW Local 2010 membership of this RENEWAL AGREEMENT MOA shall occur as soon as practicable.
4. Until successful ratification, the Parties agree and undertake to keep the content, terms and details of this RENEWAL AGREEMENT MOA confidential, except as necessary to advise their respective principals.
5. Unless expressly provided for to the contrary, the Articles, Appendices, and Letters of Understanding listed at Attachment A will be effective upon successful ratification by the Parties and will continue to operate for the duration of the renewed collective agreement.
6. Unless expressly provided for to the contrary, neither this RENEWAL AGREEMENT MOA, nor any constituent part, shall have any retroactive force or effect.
7. This RENEWAL AGREEMENT MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Lead Negotiator of both Parties.
8. In the event that there are any errors or omissions in this RENEWAL AGREEMENT MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this RENEWAL AGREEMENT MOA that are required to give effect to their negotiated intention.

SIGNED THIS 9th DAY OF March 2025

FOR THE EMPLOYER:

FOR THE UNION:

ATTACHMENT A: *Proposed Changes to the Collective Agreement*

HOUSEKEEPING CHANGES

- ✚ Cover page of the Collective Agreement
- ✚ Change all references to the “University” to the “**Employer**” throughout the collective agreement
- ✚ Change all references to the “Agreement” to “**Collective Agreement**”, as applicable throughout the collective agreement.
- ✚ Change the formatting for all number references in the Collective Agreement to reflect words and numbers (e.g. **fifteen (15)**).

REVISED ARTICLE TITLES and SUBHEADINGS

- ✚ Numerous Article changes and Subheading additions were agreed to by the Parties to enhance the “searchability” of the electronic Collective Agreement.

Cover Page

Effective date of renewed Collective Agreement to be revised pursuant to Articles 35.01 and 35.03. [January 1, 2025 to December 31, 2027].

LAND AND INDIGENOUS MEMBERS ACKNOWLEDGEMENT

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

Queen’s University tánon ne United Steelworkers, Local 2010 (the “Parties”) ratién:tere’s ne Queen’s University tsi nón:we nikanónhsote ne tsi kaná:taien ne **Katarokwi** tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatién:tere’s ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista’kehró:non), Local 2010 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wí’s ratiná:kere skátne ionkwaió’te oh naiáwen’ne ne Onkwehón:we ne ronatiá:tare ne Members of USW Local 2010 ronwatién:teres tánon ronwatikweniénstha tsi ki’ ní:ioht tsi ionkwatérihwahserón:ni.

Queen’s University miinwaa United Steelworkers, Local 2010 (the “Parties”) nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi- oodenaang **Gaadanokwii** ezhnikaadeg temgak omaa akiinsing gaa- maadookiiwaad ingiw Nishnaabeg miinwaa Haudenosaunee’ag. Nsadwaabmaa’aan dash gonda “Parties” ezhnikaazjig ne’en sa Nishnaaben debendaagzijig omaa United Steelworkers, Local 2010 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwig , babaayaawag miinwaa da wiiji-nokiimdiwig wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa USW Local 2010 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii- minaadendmindwaa manpii sa gdiininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

ARTICLE 3 DEFINITIONS

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

ARTICLE 4 UNION DUES

- 4.07 On the date of hire, the **Employer** shall advise each new employee of the name of their Union Representative and the Local Union President and provide their email addresses.
- 4.10 (a) Within **ninety (90)** calendar days from the start of employment, new employees shall be allowed one and a **half (1.5)** hours including travel time to attend a Union orientation session, which will be attended by no more than **two (2)** Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.
- (b) The **Employer** will notify any new employee of the dates of the next scheduled orientation session
- 4.11 (c) Home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information **to the Employer;**
- (f) Appointment status (continuing, **continuing-term**, or term);
- 4.13 On a **quarterly** basis, the **Employer** will provide the Union with a list of USW bargaining unit members on the accommodation list **in electronic format.**

ARTICLE 6 STRIKES OR LOCKOUTS

- 6.01 There shall be no strike or lockout during the term of this **Collective** Agreement. The words "strike" and "lockout" shall be as defined in the Ontario [Labour Relations Act, 1995, SO 1995, c1, Sch A](#), **as may be amended from time to time (hereinafter, "the OLRA").**
- 6.03 During any legal strike by another bargaining unit against the **Employer**, or during any lockout of another bargaining unit by the **Employer**, employees **may decline to** perform the work of striking or locked-out employees.

ARTICLE 7 LABOUR/MANAGEMENT COMMITTEE

- 7.01 The Parties agree that there will be a joint Labour/Management Committee ("LMC") for all Queen's employees represented by USW, consisting of **four (4)** representatives from the **Employer** plus **three (3)** Human Resources Staff and **five (5)** representatives selected by the Union, plus the USW 2010 Local Union President or designate. The USW Staff Representative may also attend such meetings. Meetings will be held no less than **quarterly** and **will be coordinated with the Local 2010-01 (Academic Assistants) and Local 2010-02 (Residence Dons) bargaining**

units. The Parties may agree to hold ad hoc LMC meetings in between the **quarterly** meetings as they deem necessary.

ARTICLE 8 UNION REPRESENTATION

Temporary Leave for Union Business

- 8.09 Employees who are elected or appointed by the Union to attend Union business, such as conventions, conferences, **training**, or educational seminars, shall be granted a leave of absence without pay by the **Employer** provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than **ten (10)** business days' written notice be given. The notice shall include the names of employees in respect of whom leave is being requested, the name of each employee's Manager and the employee's department. The written notice shall be sent to the Senior Director, Employee/Labour Relations or designate, who shall advise the appropriate Manager(s) of the request and will provide a written response to the Union within **five (5)** business days.
- 8.18 Where the **ratification vote** is held during a Bargaining Unit member's regular working hours the Bargaining Unit member will be granted **three (3)** hours including travel time to attend the ratification vote without loss of wages. Where more than one session is held during the employee's regular working hours, the Manager/designate may determine which session the employee attends based on operational requirements.

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 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 contrary to Article 5.02.
- 11.03 An employee who has been disciplined, including suspension or discharge, will be given the reason(s) therefore immediately and, within **three (3)** business days, such reason(s) will be confirmed in writing to the employee. Where the employee has been accompanied by a Union representative, a copy will be provided to the Union.

Representation

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

- (b) **At their request, an employee will be entitled to be accompanied by their Union Representative at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance, unless the employee waives their right to have a Union Representative present.**
- (c) **In circumstances where the employee waives their right to have a Union Representative present, the union will be provided a copy of the signed union waiver upon consent of the employee.**

Disciplinary Process

- 11.05 Within **ten (10)** business days of this meeting 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 meeting. If the **Employer** requires additional time to complete its investigation prior to making its decision, the Union will not unreasonably withhold agreement to extend the **ten 10-day** period referenced above.
- 11.06 When making a disciplinary decision, the **Employer** will not consider any prior discipline after the employee has worked for **eighteen (18)** months during which there has not been subsequent discipline imposed. At the request of an employee, all such disciplinary records will be removed from their employee's **Employee Human Resources File**.

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 **Collective** Agreement be addressed as efficiently as possible. **The Parties agree that it is beneficial to empower Employees to resolve issues or complaints with their Manager.**
- 12.02 It is agreed by the Parties that an employee may not file a grievance until they **have raised the issue or concern** either directly **with their Manager** or through the Union **and** have first given their Manager an opportunity to address the issue or complaint. An employee, upon their request, may be accompanied by a Union Representative in such a meeting.
- 12.03 In the event of a disagreement between the **Employer** and an employee and/or the Union as to the administration, application, interpretation, or alleged violation of the provisions of this **Collective** Agreement the **Informal Resolution Request process** will be followed:

Informal Resolution Request

- 12.04 (a) This Informal Resolution **Request process** must be initiated within **fifteen (15)** business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.
- (b) Alternatively, **if requested by an employee**, the Union may raise the issue on behalf of the employee, in which case the Union will raise the issue or complaint directly with an Employee/Labour Relations Advisor within **fifteen (15)** business days after the employee

became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.

- 12.05 If the issue or complaint is not resolved within **five (5)** business days after it has been brought to the attention of the employee's Manager or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following **Steps** of the grievance **process** may be invoked.

Step 1 Written Submission

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

Step 2 Meeting

- 12.07 ~~Step 2:~~ A grievance that is not resolved at Step 1 may, at the grievor's request, be submitted to the Senior Director, Employee/Labour Relations, or their specified designate within **ten (10)** business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Senior Director, Employee/Labour Relations, or their designate, will meet with the USW Staff Representative/Union Representative/**USW Staff Representative** who signed the grievance, or their specified designate, and the grievor within **ten (10)** business days after the date on which the Senior Director, Employee/Labour Relations received the grievance. At the Union's discretion, a USW Staff Representative may also attend the Step 2 grievance meeting. The Senior Director, Employee/Labour Relations, or their designate will provide the Union and the grievor with a written response within **ten (10)** business days after the Step 2 Grievance meeting.
- 12.08 A grievance alleging unjust suspension or discharge, **or** arising from accommodation and/or return to work issues, or involves a dispute regarding the Employer's University's determination that a position requires non- conforming hours of work as per Article 20.23 (a & b), will commence at Step 2.
- 12.09 **Policy Grievance:** A Policy grievance arising directly between the Employer and the Union shall be originated under Step 2. However, it is understood that the provisions of this Paragraph shall not be used to bypass the regular grievance procedure to institute a grievance directly affecting an employee(s), which such employee(s) could themselves have instituted. A Policy grievance filed by the Employer or the Union must be submitted within **fifteen (15)** business days after the occurrence of the facts giving rise to the grievance or within **fifteen (15)** business days after the date on which the Employer or the Union, as applicable, ought reasonably to have been aware of the occurrence of the facts giving rise to the grievance.
- 12.10 **Group Grievance:** A group grievance arises when **two (2)** or more employees wish to raise a matter arising from substantially the same alleged violation of this **Collective** Agreement. In the case of a group grievance, the Informal Resolution **Request** shall be undertaken by the Union in

accordance with Paragraph **12.04 (b)**. Failing resolution of the matter after the Informal Resolution **Request**, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of **three (3)** grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.

- 12.11 **Employer Grievance:** An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing **within ten (10)** business days of the meeting provided for in Step 2.
- 12.12 Status Quo (added for context) – Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article 13, "Arbitration".
- 12.13 (a) The time limits referred to in this Article may be extended by mutual written agreement of the Parties.
- (b) Any Step of the Grievance Process may be waived by mutual written agreement of the Parties.

ARTICLE 13 ARBITRATION

- 13.03 In its written referral pursuant to Article 13.01, the referring Party will list **three (3)** proposed arbitrators. **The responding Party may agree in writing to one (1) of the three (3) proposed arbitrators within ten (10) business days after receiving the arbitration referral, or such longer period that the Parties may agree to.** If the responding Party does not agree to any of the **three (3)** proposed arbitrators, it will propose **three (3)** alternate arbitrators within **ten (10)** business days, or a mutually agreed to longer period after receiving the arbitration referral.

ARTICLE 15 WHISLEBLOWER PROTECTION

- 15.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised. **In dealings with the Employer on matters related to Article 15.01, an employee who is a complainant, respondent, or witness has the right to be represented or accompanied by a Union Representative.**
- 15.08 If a whistleblower believes they are being retaliated against after reporting a violation, they should contact **the** Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.

ARTICLE 16 NO HARASSMENT OR DISCRIMINATION

- 16.16 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.**

- 16.18 In dealings with the **Employer** on matters of personal or workplace harassment an employee who is a complainant, or respondent has the right to be represented and an employee who is a potential witness has the right to be accompanied by a Union Representative. At the complainant's, respondent's **or witness'** option, this person can be a qualified bargaining unit member appointed by the Union.

ARTICLE 17 HEALTH AND SAFETY

- 17.03 (a) The **Employer** will supply, and employees will wear/utilize, personal protective equipment and any other devices that the **Employer** requires employees to wear/utilize.
- (b) *(new)* If an employee prefers to use additional PPE beyond that provided by the Employer, they may supply such additional PPE at their own expense; however, the Employer may prohibit such additional PPE in the event it poses a health and safety risk.

Joint Health and Safety Committee

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

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

Seniority

- 18.06 (e) (i) **The Employer** will post a [seniority list](#) on the Human Resources web site by January 15th and July 15th of each year. The [seniority list](#) will include the name of each employee in the bargaining unit who has completed their probationary period and will indicate the employee's seniority date.
- (f) Employees shall have the right to challenge the accuracy of their seniority for a period of **thirty (30)** days from the date the [seniority list](#) is posted on the Human Resources web site. **The Employer will endeavor to respond within thirty (30) days from the date of receipt of the seniority challenge.** If the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the [seniority list](#) shall be deemed final for all purposes except in the case of clerical errors.

Job Posting

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

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

Posting Not Required

- 18.11 (a) ~~Term appointments will be determined for renewal in accordance with Article 18.03. following ratification of this Agreement shall first be offered to the incumbent, if they have the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.~~ **A previously posted term appointment of greater than twelve (12) months determined for renewal shall first be offered to the incumbent, provided no documented performance issues exist related to the same term appointment.**
- (d) The **Employer** is not required to post a **job** if ~~the job a position is filled but~~ becomes vacant again within **three (3)** months of the **job being posted**. ~~successful applicant starting being placed.~~ The **Employer** will reconsider the **previous** applicant pool **prior to determining the need to post**. ~~from which the successful applicant was selected.~~

Application and Selection Process

- 18.13 When requested to do so, a representative of the hiring committee will meet with an employee who was granted an interview but who was not selected as the successful candidate to provide feedback and discuss how the employee might prepare for future job postings. **The Parties will endeavour to schedule the meeting in a timely manner.**

Career Development Opportunities – Term Appointments

- 18.14 (iv) an employee on leave from a continuing position will return to their home position at the end of the temporary leave, if the continuing position still exists. If it does not, then the provisions of this **Collective** Agreement concerning **Permanent Layoff** shall apply.

Layoffs

- 18.16 At least **three (3)** weeks in advance of a layoff notice being issued, the Local Union President/designate shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.
- 18.17 Within **two (2)** weeks of notifying the Local Union President/designate about the pending layoff, the **Employer** will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the **Employer** and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff. When requested to do so, the Employer will provide the Union with the job description(s) and the **applicable** organizational chart(s).

Temporary Layoff/Reduction of Hours

- 18.25 (a) (i) **University Pension Plan Ontario (UPP)**
(b) (i) **University Pension Plan Ontario (UPP)**
(c) (i) **University Pension Plan Ontario (UPP)**

Layoff and Redeployment for Continuing and Continuing Term Appointments

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

Completed Years of Continuous Service as at Date of Layoff Notice	Weeks of Notice and Redeployment Period
During probationary period	3 Weeks
Completed probationary period but less than 4 Years	8 Weeks
4 but less than 5 Years	10 Weeks
5 but less than 10 Years	12 Weeks
10 Years	16 Weeks
11 Years	17 Weeks
12 Years	18 Weeks
13 Years	19 Weeks
14 Years	20 Weeks
15 Years	21 Weeks
16 Years	22 Weeks
17 Years	23 Weeks
18 Years	24 Weeks
19 Years	25 Weeks
20 or more Years	26 Weeks

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

- 18.30 (b) Provided that the employee's application is **submitted through the applicant tracking system** while they are still in the redeployment pool and discloses the **required** skills, qualifications, ability and relevant experience as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.
- (c) If the employee demonstrates the **required** skills, qualifications, ability and relevant experience to perform the work, the employee will be offered the position.
- (d) If **two (2)** or more employees from the redeployment pool are interviewed pursuant to (b) above, then the Employer will select the qualified candidate, if any, **who is demonstrably the most qualified candidate for the position. Where the candidates are equally qualified, the candidate with the most seniority will be selected.**
- 18.32 An employee in the redeployment pool who accepts a term appointment in the bargaining unit will, ~~at the end of the term appointment,~~ have the option to **either:**
- (a) **begin the term appointment, and remain in the redeployment pool for the duration of the redeployment period; or,**
- (b) **make a one-time election, at any time prior to or at the end of the term appointment, to return to the redeployment pool on an unpaid basis for the remainder of their original period of notice and/or redeployment period, or,**
- (c) **at the end of the term appointment** cease employment with the University and receive Regular Severance Pay in accordance with Appendix F.
- 18.35 *(new)* **An employee who has received notice of layoff and redeployment and who is the successful candidate for a lower paid position shall retain their current salary for the duration of their notice period, notwithstanding that they may commence the new position prior to the end of their notice period.**

ARTICLE 19 WORKLOAD

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

- (c) **(new) when a position becomes vacant or an employee is absent, a bargaining unit member may be requested to carry out some of the duties of the vacant position or absent employee. In this event, duties will be prioritized and established by the Manager/designate and the bargaining unit member to reallocate the work to be performed, which may include the removal of some duties.**
- 19.04 (a) **An employee who has concerns about their workload should discuss them with their Manager/designate, and they are encouraged to work collaboratively to identify ways to improve processes, create efficiencies, and assess resources available to mitigate workload concerns, as may be applicable.**
- (b) **Workload discussions are not intended to prevent the Manager/designate from addressing performance issues.**
- 19.05 (a) **When an employee raises a workload issue under this Article, the Manager/designate shall provide a written response to the employee within fifteen (15) business days of the initial meeting with the employee. Should no response be provided within this timeline, the grievance process may be initiated with respect to the timeliness of the response.**
- (b) **If the workload issue is not resolved after receiving the written response from the Manager/designate, the employee or the Union may advance the concerns to Human Resources, but the decision itself may not be the subject of a grievance.**
- ~~(c) An employee will be entitled to be accompanied by their Union Representative at any Excess Workload Review meeting held with the employee, Manager/designate, and/or an Employee/Labour Relations Advisor.~~
- (d) **The Manager/designate and employee will continue to engage in regular conversations to assess whether the resolution adequately addresses the concern(s) raised.**

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

- 20.02 The Parties agree that the provisions of this Article 20 are subject to the Letter of Understanding regarding the Central Heating Plant, and the Letter of Understanding regarding the School of English, the Letter of Understanding regarding Residence Life Coordinators, **and the Letter of Understanding regarding Videoconferencing Specialists in Smith School of Business (Studio Specialists)**. To the extent that a matter addressed in this Article 20 is also addressed in these Letters of Understanding, the provisions of these Letters of Understanding on that matter will prevail.

Lunch Break Periods

- 20.04 Each employee whose workday consists of **seven (7) hours** or more is entitled to a **one (1) hour** lunch break without pay, approximately mid-way through a workday. Variations to an employee's standard lunch break may be addressed under Article 20.08 as part of an arrangement for **Employee Requested Flexible Hours of Work**. Each employee whose workday consists of **seven (7) hours** or more is also entitled to a paid **fifteen (15) minute** break at an appropriate time during

the **first (1st)** and **second (2nd)** half of the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Paid break time cannot be accumulated and taken as time off.

Schedule Changes

20.05 (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide **ten (10)** business days' written notice except in the case of an ~~emergency or when~~ circumstances outside the Employer's control prevent **them** from doing so.

Variable Hours of Work (new)

20.07 (a) General:

- (i) The Parties acknowledge that, for certain positions normal hours of work may vary on a regular basis and may not conform to the Averaging provisions due to the nature of the work. This Article will not be used to circumvent the overtime/lieu provisions.
 - (ii) Variable hours of work will not normally exceed their regular weekly hours of work. Overtime provisions will only apply where weekly hours of work exceed thirty-five (35), or thirty-seven and a half (37.5), or forty (40) hours per week, as applicable.
 - (iii) Positions that are subject to the operation of this Article will be positions for which the employee exercises a significant degree of autonomy when scheduling their regular hours of work per day and per week.
- b) On the date of hire, the Employer will advise each employee of their Variable Hours of Work status in their employee letter.
- c) An employee whose appointment status is changed because of the operation of this Article will receive a letter from Human Resources, with a copy to the Union, confirming their change of status within thirty (30) days of the change.
- d) In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it requires or no longer requires variable hours of work as per Article 20.07 (a), the Employer will:
- (i) Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of the Variable Hours of Work Article.
 - (ii) The Employer will provide the Union with a copy of the data and rationale referred to in (i) above for its records.
 - (iii) The Employer will provide written notice to the affected employee(s) pursuant to Variable Hours of Work Article, and Schedule Change Article of the Collective Agreement.
 - (iv) The Employer will provide a copy of the written notice to the Union.

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

On-Call

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

Additional Hours of Work and Overtime

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

20.21 Subject to Articles 20.23 and 20.24 below, compensation for authorized overtime shall be in the form of either:

(a) **Time off in Lieu**

- (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, overtime taken as lieu time shall be accumulated at the rate of **two (2.0)** times for each hour of overtime worked on the seventh (7th) day **of their** work week; ~~when the employee has also worked a 6th day in that work week.~~

20.21 (b) **Overtime Payment:**

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

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

Additional Hours of Work for Part-Time Employees

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

Averaging – Non-Conforming Hours

20.23 (a) **General:**

- (ii) **The Parties agree that the employee's employment letter will state that the position is subject to non-conforming hours of work.**

Non-Conforming Hours of Work – Position Assessment:

20.23 (d) In circumstances where the Employer has assessed a position(s) and determined that it has changed such that it no longer requires non-conforming hours of work as per Articles 20.23 (a or b) and, if applicable, travel is no longer an inherent part of the value of the positions(s) in accordance with the Letter of Understanding regarding Travel Time Credit, the Employer will:

- (i) **Meet with the Union to review the data and rationale that the Employer used to determine that a position(s) meets the criteria of Articles 20.23 (a or b) or the Letter of Understanding regarding Travel Time Credits.**
- (ii) **The Employer will provide the Union with a copy of the data and rationale referred to in (i) above for its records.**
- (iii) **The Employer will provide written notice to the affected employee(s) pursuant to Article 20.06 of the Collective Agreement, with a copy to the Union.**
- (iv) **In the event that the Union disagrees with the Employer's determination, the Union may file a grievance commencing at Step 2 of the Grievance Process.**

Shift Differential

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

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

Weekend Premium

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

ARTICLE 21 PAID HOLIDAYS

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

Remembrance Day **and/or Truth and Reconciliation Day ceremony/program** will be given sufficient time, up to a maximum of **four (4)** hours, to do so, with the first hour as paid time; the employee must request leave from their Department Head/designate a minimum of **two (2)** weeks in advance of **the observance date**.

ARTICLE 23 LEAVES OF ABSENCE

Pregnancy and Parental Leave

23.13 Employees eligible for Pregnancy Leave with Top-up Benefits and/or Parental Leave with Top-up Benefits will receive top-up payments as outlined in the chart below:

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

General Leave Without Pay

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

Reservist Leave

23.32 An employee who is a military reservist is entitled to take a leave of absence without pay if they are **required to train or are** deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).

ARTICLE 24 SICK LEAVE

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

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

ARTICLE 25 EMPLOYEE HUMAN RESOURCES FILE

- 25.02 There shall be only **one (1)** official **Employee Human Resources File** kept for each employee, which shall be maintained under the care and control of the Human Resources Department. When the **Employer** is considering disciplinary action, the employee's prior disciplinary record can only be assessed based on the information contained in the employee's official **Employee Human Resources File.**
- 25.05 An employee shall have the right, within **five (5)** days after submitting a written request to Human Resources therefor, to examine their official **Employee Human Resources File** during normal business hours, in the presence of a representative from the Human Resources Department.

ARTICLE 27 COMMITTEES

- 27.01 (b) **The Union shall have up to one (1) observer on the Board of Trustees.**
- (i) **A properly designated USW observer shall receive notice of all open session meetings, and all open session meeting documentation as published by the University Secretariat, and shall be entitled to attend all open session meetings except for closed session portions. The form of attendance (in person, virtual, etc.) will be at the discretion of the Secretariat. An observer may not vote on any issue.**

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

Exclusions from the Bargaining Unit due to Job Re-evaluation

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

ARTICLE 35 TERM OF COLLECTIVE AGREEMENT

35.01 This Agreement shall be effective from January 1, **2025** and shall continue in effect up to and including December 31, **2027**, and shall continue automatically thereafter for annual periods of one year, unless either Party notifies the other in writing within a period of **ninety (90)** calendar days immediately prior to the expiration date that it desires to amend the Agreement.

APPENDIX B: TUITION ASSISTANCE PLAN

The Employer has increased the Tuition Assistance Plan to \$600/year.

APPENDIX C: SELF-FUNDED LEAVE

The Parties agreed to renew this Letter of Understanding.

APPENDIX G: SALARY GRIDS

The new Salary Grids will be appended to the 2025-2027 Collective Agreement.

APPENDIX H: PROCESS TO ADDRESS RE-EVALUATION AND DISPUTES POST-IMPLEMENTATION

The Parties agreed to renew this Letter of Understanding.

LETTER OF UNDERSTANDING: CENTRAL HEATING PLANT

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

1. Hours of Work and Scheduling

(e) It is acknowledged and agreed by the Parties that the continued operation of the Central Heating Plant is essential to the operation of the Kingston Health Sciences Centre Kingston General Hospital site. As such, the Parties agree that the Central Heating Plant will continue to operate under normal scheduling and staffing levels, notwithstanding any strike or lockout.

2. Shift premium

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

3. Weekend Premiums

- (a) Employees shall receive a premium of **\$1.00** per hour for all scheduled hours of work on Saturday.

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

10. Work Clothing

- (b) Employees are required to wear safety footwear at all times. The **Employer** will reimburse employees, upon presentation of receipt, up to **\$250.00** per calendar year for the purchase of a pair of approved safety footwear.

LETTER OF UNDERSTANDING: SCHOOL OF ENGLISH

The Parties agreed to renew this Letter of Understanding.

LETTER OF UNDERSTANDING: RESIDENCE LIFE COORDINATORS

6. Meal Plan

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

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

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

The Parties agreed to renew this Letter of Understanding.

LETTER OF UNDERSTANDING: POSTING OF CONTINUING APPOINTMENTS

The Parties agreed to renew this Letter of Understanding.

LETTER OF UNDERSTANDING: EI PREMIUM REDUCTION

The Parties agreed to renew this Letter of Understanding.

LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT

The Parties agreed to revise this Letter of Understanding.

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

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

Subject to Articles 20.23 (c) (i, ii, iii, iv, and v), where the Employer has determined that a position(s) requires travel as an inherent part of the value of the position(s), in accordance with this Letter of

Understanding, the Employer will confirm in writing to the employee that their position is subject to Travel Time Credit pursuant to this LOU. A copy of the written confirmation will be provided to the Union. For all such employees, the following terms and conditions shall apply:

1. Except as it may be amended by this Letter of Understanding (LOU), the University's Travel and Expense Reimbursement Policy shall apply to an employee's travel on approved University business.
2. Travel time credits shall only apply to the initial trip from the University campus or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University campus or employee's residence, whichever is closer to the last external destination. However, where the employee is required to travel to more than one external destination, and the second or subsequent external destination is more than 100 kilometers away from the prior external destination by most direct road route, travel time credits will apply to the intervening travel.
3. The time it takes an employee to commute from home to the University campus and vice- versa is considered commuting time, not work time, and is not compensable under this LOU. For clarity, if the employee has an approved employee-requested Remote Work Arrangement (RWA), any time spent commuting between their Designated Remote Work Location and University campus is also not compensable.
4. It is understood that travel time credits will not apply unless or until the time spent travelling is at least fifteen (15) minutes more than the employee's regular hours of work in a day. Travel time credits shall be accrued, at the employee's regular hourly rate (one-to- one (1:1) ratio), as follows:
 - (a) when travel is by motor vehicle (using the most direct route), the actual time involved in travelling from/to University/residence to/from destination shall apply; and,
 - (b) when travel is by public transportation (e.g. air travel), the scheduled time required to travel from public departure point to public arrival point shall apply, plus an additional one and a half (1.5) hours.
5. When an employee is authorized to use their personal vehicle, the per kilometer rate set out in the University's Travel and Expense Reimbursement Policy shall apply.
6. Unless specifically directed otherwise by their Manager/Designate, employees who are traveling outside of their normal working hours are entitled to engage in their own personal activities while in transit. For clarity, employees who choose to perform work when traveling outside of their normal working hours, including but not limited to the choice to perform work during lunch hours or coffee breaks, shall not receive travel time credits or pay in excess of what they would have received had they not opted to perform work.
7. Travel time required to attend professional development that is employee requested is not compensable under this LOU.

8. Travel time credits provided to an employee pursuing this Letter of Understanding shall not be included in an employee's hours of work for purposes of calculating entitlement to overtime or shift premium. For further clarity, employees are not expected to work while traveling outside of their normal working hours. If approved by their Manager/Designate in advance, time actually worked while in transit outside of the employee's normal working hours will be compensated pursuant to the Collective Agreement provisions applicable to hours worked, and will not be considered Travel time within the meaning of this LOU.
9. To the extent that current travel arrangements in a department exceed the provisions set out in this Letter of Understanding, such arrangements are permitted to continue.
10. The Employer will maintain a travel time credit bank for each eligible employee, uploaded monthly on the HRMS system, the accumulated total of which, at any given time, may not exceed seventy (70) hours. Any additional travel time credits that exceed this limit shall be paid to the employee on the next applicable pay date at their regular hourly rate (one-to-one (1:1) ratio).

LETTER OF UNDERSTANDING: REMOTE WORK ARRANGEMENTS

The Parties agreed to renew this Letter of Understanding.

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

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

1. Employees may have the opportunity to voluntarily participate in a remote work arrangement ("RWA") in accordance with the written Remote Work Arrangement Terms and Conditions document for United Steelworkers, Local 2010 dated April 18, 2023 ("[RWA Terms and Conditions document](#)"; *to be hyperlinked*).

LETTER OF UNDERSTANDING: EMPLOYEE GROUP BENEFIT PLAN

The Parties agreed to renew this Letter of Understanding.

(new) LETTER OF UNDERSTANDING: VIDEOCONFERENCING SPECIALISTS SMITH SCHOOL OF BUSINESS

The Parties agreed to include a new LOU for Videoconferencing Specialists in SSB.

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

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

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

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

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

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

1. Request to Work Remotely from Outside of Canada

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

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

2. Evaluating Requests

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

- (a) The reason for the Request. Requests predicated on personal preference (e.g., to extend a vacation period) will not be approved;
- (b) The duration of the Request. Requests exceeding thirty (30) calendar days will not be approved (except perhaps in extraordinary circumstances); and,

- (c) The specific remote work location. The risks to the Employee's safety and the University's cyber security, confidentiality, privacy, integrity, and use of the University's information and resources shall be considered.
- (d) The nature and scope of the employee's position;
- (e) Operational efficiency and service effectiveness;
- (f) The employee's ability to perform their duties and responsibilities and to meet operational requirements, including time zone considerations, the need to attend meetings and to be able to collaborate with colleagues as appropriate, within an approved work schedule;
- (g) The employee's access to a reliable and secure internet connection, cell reception and/or land line telephone, and a private workspace;
- (h) Applicable public health recommendations and/or travel restrictions including restrictions imposed on travelers returning to Canada. To assess this criterion, the employee may be required to provide documentation for required vaccinations, travel restrictions, etc.;
- (i) Requests will only be approved if the arrangement is cost neutral to the University; overtime will not be triggered or incurred, irrespective of the time zone the employee will work from and whether they perform work outside their normal workday hours, as applicable. For clarity, additional hours of work performed by the employee as a result of operational requirements are subject to Articles 20.16 to 20.24 – Additional Hours of Work and Overtime of the Collective Agreement;

3. Decision on the Request

- (a) The Manager/Designate will endeavour to respond in writing to the request within a minimum of seven (7) business days, including the rationale for the decision.
- (b) Grievances arising from this Letter of Understanding will commence at Step 2.

(new) LETTER OF UNDERSTANDING: TUITION SUPPORT PLAN AND CHILD CARE BENEFIT PLAN

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

Between:

QUEEN’S UNIVERSITY
 (“the UNIVERSITY”)

and
USW, LOCAL 2010
 (“the UNION”)

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

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

NOW THEREFORE the Parties agree:

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

Signed at Kingston this XX day of MONTH, 2025

For the Union

For the Employer

(new) LETTER OF UNDERSTANDING: DATA AND REPORTING

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

Between:

QUEEN’S UNIVERSITY
 (“the UNIVERSITY”)

and
USW, LOCAL 2010
 (“the UNION”)

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

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

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

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

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

NOW THEREFORE the Parties agree:

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

Signed at Kingston this XX day of MONTH, 2025

For the Union

For the Employer

DATA & REPORTING TOPICS | PROPOSALS TO BE WITHDRAWN:

- ARTICLE 3 – DEFINITIONS

- ARTICLE 4 – UNION DUES
- Access for Redeployed Employees
- Employee Lieu Time and Overtime Bank Transparency and Accessibility
- ARTICLE 28 – BULLETIN BOARDS/SPACE AND SERVICES
- ARTICLE 30 – JOB RE-EVALUATION AND DISPUTE RESOLUTION (REVISED TO JOB RE-EVALUATION, DISPUTE RESOLUTION, AND EXCLUSIONS) – Position Numbers

MEMORANDUM OF AGREEMENT: PENSION

The Parties agreed to renew this Letter of Understanding.

MEMORANDUM OF AGREEMENT: RECOGNITION OF INDIGENOUS PEOPLES

The Parties agreed to renew this MOA and replace the word stakeholders with “**partners**” and replace the reference to May 2024 with **October 2025**.

ATTACHMENT B

This attachment will show the intent of the Parties but will not be included in the Collective Agreement.

Central Heating Plant

1. Within 30 days of ratification, Employer to post one full-time, continuing second-class operating engineer position, using the applicable wage rates for the 2025-2027 Collective Agreement, notwithstanding that the rates may not yet have been implemented at the time of the posting.
2. By November 30, 2025, the Employer will undertake a market review of the compensation for second- class operating engineers with comparable job responsibilities and shall advise the Union of the outcome of this review **and provide the Union with rationale.**
3. **Central Heating Management will meet with the Stationary Engineers to discuss changes to the current rotational schedule and EDOs. Subject to agreement on a new rotational schedule and EDOs, it will be implemented on a trial basis which would begin during the non-heating season beginning at a mutually agreed date.** Within the final three weeks of the trial period, the Parties will meet to discuss the feasibility of continuing the schedule, either temporarily or an ongoing basis, with or without modifications. The Parties may agree to extend or shorten the timelines for review.
4. Upon successful ratification of the Collective Agreement, the Union agrees to withdraw Grievances 2022-018, 2022-024 and 2022-025.
5. Upon successful ratification of the Collective Agreement, the Employer agrees to maintain hyperlinks in the Collective Agreement as listed below. It is the understanding of the Parties that such hyperlinks are provided for ease of reference, and are not necessarily negotiated terms of the Collective Agreement.
 - a) Ontario Labour Relations Act, 1995
 - b) Human Rights Code

- c) University's Harassment and Discrimination Prevention and Response Policy
 - d) Occupational Health and Safety Act
 - e) Employment Standards Act, 2000
 - f) Seniority List
 - g) University's Sick Leave Plan
 - h) University's Administrative Guidelines (for the University's Sick Leave Plan)
 - i) Unions and Associations Human Resources website
 - j) Appendix H
 - k) Pay Equity Act
 - l) Amended Pay Equity Plan
 - m) Organizational Development and Learning Unit in Human Resources
 - n) Memorandum of Agreement on Vacation Scheduling (MOA) **and Award** for 2nd Class Engineers in the Central Heating Plant
 - o) University's Travel and Expense Reimbursement Policy
 - p) Canada Mortgage and Housing Corporation
6. Upon successful ratification of the Collective Agreement, the Employer agrees to add hyperlinks in the Collective Agreement as listed below. It is the understanding of the Parties that such hyperlinks are provided for ease of reference, and are not necessarily negotiated terms of the Collective Agreement.
- a) HR Job Evaluation and/or Re-evaluation Forms

ARTICLE 32 COMPENSATION

Market Adjustment

- 32.05 (b) In the event that the market condition(s) change, with the effect that continuing the adjustment is no longer warranted, the **Employer** may adjust down or discontinue the payment of the market adjustment factor, upon providing **sixty (60)** days' notice to the Union and to any employee in receipt of the **adjustment outlining the rationale, a copy of which will be provided to this Union.**

Acting Pay

- 32.08 (a) Acting Pay is provided to an employee who is temporarily assigned a significant part of the duties of a higher graded position for a period of (six) 6 weeks or more, **and may be applied on a retroactive basis, if applicable. The Union will be provided with a copy of the Acting Pay letter to the employee.**

Wages

32.09 **Effective July 1, 2025**

- (a) A scale increase of **3%** will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid.
- (b) Each employee, except an employee whose salary at **June 30, 2024** was at or above the maximum for their grade, will be moved up to the next step within their grade *[subject to the new proposed mapping implementation]*.

32.10 **Effective July 1, 2026**

- (a) A scale increase of **2.25%** will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid.
- (b) Each employee, except an employee whose salary at **June 30, 2025** was at or above the maximum for their grade, will be moved up to the next step within their grade.

32.11 **Effective July 1, 2027**

- (a) A scale increase of **2.25%** will be applied to the maxima and the minima salaries and to each salary referenced at each step of the current salary grid.
- (b) Each employee, except an employee whose salary at **June 30, 2026** was at or above the maximum for their grade, will be moved up to the next step within their grade.

Signing Bonus

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

Salary Grid Implementation

Grades 2 - 8

The sequencing of employee step placement, for grades 2 thru 8, removal of step 1 and addition of a new step at the top of the grid and relabeling of steps on the grid is:

On July 1, 2025, the employees will receive a step and scale increase.

Where applicable, the steps on the grid effective July 1, 2025, will then be re-labelled such that:

- Step 2 will become Step 1
- Step 3 will become Step 2
- Step 4 will become Step 3
- Step 5 will become Step 4
- Step 6 will become Step 5
- Step 7 will become Step 6
- Step 8 will become Step 7
- Step 9 will become Step 8

Grade 9

Removal of steps 1 and 2 and adding new steps 10 and 11, re-labeling of steps on the grid is:

On July 1, 2025, the employees will receive a step and scale increase. In the case of an employee at step 1 on June 30, 2025, they will move to step 3 on the grid effective July 1, 2025; then

The steps on the grid effective July 1, 2025, will then be re-labelled such that:

- Step 3 will become Step 1
- Step 4 will become Step 2
- Step 5 will become Step 3

- **Step 6 will become Step 4**
- **Step 7 will become Step 5**
- **Step 8 will become Step 6**
- **Step 9 will become Step 7**
- **Step 10 will become Step 8**
- **Step 11 will become Step 9**