LAND 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") ratiién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatiién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne United Steelworkers (Ratirista'kehró:non), Local 2010 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tar אn aṅ

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE..... 6
ARTICLE 2 – RECOGNITION AND SCOPE..... 6
ARTICLE 3 – DEFINITIONS..... 6
ARTICLE 4 – MANAGEMENT RIGHTS..... 8
ARTICLE 5 – NO

ARTICLE 21 – WHISTLEBLOWER PROTECTION **24**
Reporting Actual or Suspected Violations **24**
Protection of Whistleblowers **24**
ARTICLE 22 – GENERAL **24**
22.03 *Intellectual Property:* **25**
ARTICLE 23 – LIBRARY PRIVILEGES **25**
ARTICLE 24 – CORRESPONDENCE **25**
ARTICLE 25 – WAGES **25**
ARTICLE 26 – VIDEO SURVEILLANCE **26**
ARTICLE 27 – DURATION AND MODIFICATION OF AGREEMENT **26**
SCHEDULE "A" – WAGES AND CLASSIFICATIONS **27**
LETTER OF UNDERSTANDING: ATTENDANCE AT REQUIRED EMPLOYER MEETINGS OUTSIDE OF WORKING HOURS **28**

ARTICLE 1 – PURPOSE

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.

ARTICLE 2 – RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all persons employed by Queen's University as Academic Assistants, which includes persons employed by Queen's University as tutors or markers save and except:

(a) persons who exercise managerial func/Subs or who are employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the Ontario *Labour Relations Act, 1995;*

(b) members of the architectural, dental, land surveying, legal or medic GureW*nBT/F3 1(

through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent

6.12 Where a complaint is dealt with under the University's *Harassment and Discrimination Policy,* the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed.

6.13 An employee also has the right to file an application directly with the Human Rights

“T4 Statement of Remuneration Paid”.

7.05 The Union must provide at least 60 Calendar Days' written notice of any change in the monthly membership dues, fees or assessments.

7.06 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

(b) All requests for paid leave under

therefore, when dealing with a grievance arising out of this Agreement, Stewards 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 Steward must request permission

and be signed by the grievor and a Union Representative/Steward if available. The immediate supervisor, or their designate, will provide the grievor and the Union with a written response within 10 business days after the grievance was submitted.

9.07 **Step 2:** A grievance that is not resolved at Step 1 may, at the grievor's request, be submitted to the Director, Employee/Labour Relations, or their specified designate, within 10 business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Director, Employee/Labour Relations, or their designate, will meet with the Union Representative and/or Steward who signed the grievance, or their specified designate, and the grievor within 10 business days after the date on which the Director received the grievance. At the Union's discretion, a United Steelworkers staff representative may also attend the Step 2 grievance meeting. The Director will provide the Union and the grievor with a written response within 10 business days after the Step 2 grievance meeting.

9.08 The time limits specified in Step 1 and Step 2 above may be extended by mutual written agreement of the Parties.

9.09 A grievance alleging unjust

to whether a matter is arbitrable, the grieving party may, within 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.

10.02 An arbitration hearing will proceed before a single arbitrator.

10.03 In its written referral pursuant to Article 10.01, the referring party will list 3 proposed arbitrators. If the responding party does not agree to any of the 3 proposed arbitrators, it will propose 3 alternate arbitrators within 10 business days after receiving the arbitration referral.

10.04 If the Parties cannot agree on an arbitrator within 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