

Appendix A

Letter of Understanding (LOU) for Videoconferencing Specialists in Smith School of Business

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding (LOU) for Video Conference Specialists, Videoconferencing Systems Specialists, and Systems Specialists in the Smith School of Business Videoconferencing Department (the "Videoconferencing Specialist(s)"). 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. For clarity, for any matters not addressed in this LOU, the Collective Agreement provisions on the matter will apply.

The University will not add or create new positions within the Videoconferencing Department for the purpose of improperly circumventing the application of this LOU.

For clarity, nothing in this LOU alters, amends, or supersedes the provisions of the Collective Agreement as per Article 20.05(a) *Schedule Changes*, or in relation to compensation for *Additional Hours of Work and Overtime* as laid out in Article 20.21.

For further clarity, the Videoconferencing Specialists do not fall under Article 20.05(b), or 20.23(a) or (b) of the Collective Agreement.

1. Hours of Work and Scheduling

- (a) It is understood that the normal work schedule, as outlined in Attachment A, is based on three (3) Videoconferencing Specialists being employed in the Smith School of Business Videoconferencing Department.
 - (i) The Department will be responsible for reviewing requests for additional programming and their impacts to Videoconferencing Specialists' schedules (including Additional Hours of Work and Overtime, and Schedule Change provisions) and accepting or declining these requests. Additional requests for programming will not require employees to work overtime on a continuing basis. Overtime shall not be used as the "normal" operation of the department.
 - (ii) For clarity, the work week for the Videoconferencing Specialists is Sunday-Saturday. Videoconferencing Specialists are paid based on a 35-hour work week.
- (b) Notwithstanding the above, no later than November 1st of each year, the Videoconferencing Specialists will be provided with a schedule detailing the hours of work for the two (2) work weeks that overlap with the Winter Closing.
 - (i) The 12-week schedule rotation, as set out in Attachment A, will pause for the duration of this 2-week period and will resume immediately following.
 - (ii) The Department will endeavour to schedule the same number of hours for each Videoconferencing Specialist over this 2-week period each year.

- (iii) Employees may indicate their preferences for work during the two (2) week period overlapping with the Winter Closing by October 20.

For clarity, if a Videoconferencing Specialist requests vacation during their scheduled shift(s) during this period, said vacation hours will be considered scheduled hours for the sake of satisfying the obligations set out in this LOU.

Weekend Rescheduling Requests

- (c) In the event that a Videoconferencing Specialist is scheduled to work a Saturday or Sunday shift and there are no programs scheduled on that day:
 - (i) At their request, 1 of the Videoconferencing Specialists may opt to work the same number of scheduled hours for either the Saturday or the Sunday in their regular schedule on **either the Wednesday, or Thursday** within the same work week (for example: during a work week from Sunday, January 1 until Saturday January 7; Sunday, January 1 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5. Likewise, Saturday January 7 could be requested to be rescheduled for Wednesday, January 4, or Thursday, January 5.).
 - (ii) Any such request will be made in writing at least 10 business days in advance, but no longer than 1 month in advance, unless otherwise approved in writing by management.
 - (iii) It is understood that such arrangements will be cost neutral to the University and will not trigger overtime.
 - (iv) In the event that two Videoconferencing Specialists both request to reschedule the same date; if the Videoconferencing Specialists cannot come to an agreement amongst themselves, preference will be given in order of seniority on a rotating basis.
 - (v) It is understood that the approval of any such requests are subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory, or made in bad faith. Management will endeavor to respond to requests as soon as possible, but in any event, no longer than 5 business days.

Employee Requested Flexible Hours of Work

- (d) For clarity, Videoconferencing Specialists may request to adjust their hours of work under Article 20.08 *Employee Requested Flexible Hours of Work*.

3. Weekend Premiums

- (a) Employees required to work on weekends shall receive premiums as set out by Articles 20.28, 20.29, and 20.30 of the Collective Agreement.

4. Shift Differential

- (a) Employees whose hours of work regularly begin at 4:00 p.m. shall receive a shift premium as set out by Article 20.26 of the Collective Agreement.
- (b) Employees whose hours of work regularly begin at midnight or later shall receive a shift premium as set out by Article 20.27 of the Collective Agreement.

5. Overtime

- (a) Employees who are assigned to work additional hours, in excess of 35 hours per week, will be compensated pursuant to Article 20.21 of the Collective Agreement.

6. Vacation

- (a) It is understood that, while Article 22.02 of the Collective Agreement allots vacation entitlement as days, based on years of service, due to the varying number of hours per day that the Videoconferencing Specialists work, as outlined in Attachment A, vacation entitlements will be calculated on a basis of a 7 hours per day of entitlement to create an hourly vacation allotment for each Videoconferencing Specialist.
 - (i) Requested vacation time will draw from the Videoconferencing Specialists' hourly vacation allotment based on the number of hours the Videoconferencing Specialist is scheduled for on the requested vacation day.

7. Distribution of LOU to Videoconferencing Specialists

- (a) The normal work schedule, as outlined in Attachment A, will be provided to applicants for Videoconferencing Specialist positions, at the time of their interview. A copy of this LOU will be provided to successful candidates as an appendix to their offer of employment, and subsequently reviewed with each Videoconferencing Specialist who is hired within the Department.

8. This Letter of Understanding will be posted on the Human Resources web site upon execution.

9. The Parties agree to meet and review the contents of this LOU during the next round of bargaining (2024/2025) to make any amendments that the Parties may agree upon. Agreed upon amendments will be reflected as changes to the LOU, which will be included in the renewal Collective Agreement effective January 1, 2025.

Attachment A

Core Studio Specialist Shifts							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Time	7.5 or 9.5	5 or 6.5 or 8.5	8.5 or 5	9	9	7 or 8.5	10.5
8:00	7.5 hour Shift (A+B) + 1 HR Lunch	6.5 hour Shift (B+C) + 1 hr Lunch	8.5 Hours + 1 Hour Lunch Break (C)	9 Hours + 1 Hour Lunch Break (C)	9 Hours + 1 Hour Lunch Break (C)	5 Hour Shift (A)	11 hour Shift (A+B) + 1 HR Lunch
8:30							
9:00							
9:30							
10:00							
10:30							
11:00							
11:30							
12:00							
12:30							
13:00							
13:30							
14:00							
14:30							
15:00							
15:30	2 Hour Shift (B Cont.)	2 Hour Shift (C Cont.)	5 hour Shift (A)	5 hour Shift (A)	2 Hours Shift Overlap + 1 hour Lunch		
16:00							
16:30							
17:00							
17:30							
18:00							
18:30							
19:00							
19:30							
20:00							
20:30							
21:00							
21:30							
22:00							
22:30							
23:00							
23:30							
		Shift Name	Total Hours	Shift Color	Combined		
		Option A Week	35	Core Shift Option A	A+B Shift		
		Option B Week	35	Core Shift Option B	B+C Shift		
		Option C Week	35	Core Shift Option C	C+A Shift		

Daily/Weekly Hours								
Shift Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Total
Option A Week	7.5	5	5	0	0	7	10.5	35
Option B Week	9.5	6.5	0	0	0	8.5	10.5	35
Option C Week	0	8.5	8.5	9	9	0	0	35

12 Week Rotation														
Rotation Review	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Days On	Days Off
Specialist #1	A	B	A	B	C	C	B	A	B	A	C	C	52	32
Specialist #2	B	A	C	C	A	B	A	B	C	C	B	A	52	32
Specialist #3	C	C	B	A	B	A	C	C	A	B	A	B	52	32

QUEEN'S UNIVERSITY:

Per: 

Date: September 19, 2024

Tracey Vandervoort
Senior Advisor Employee & Labour Relations

THE UNION:

Per: 

September 30, 2024

Date: _____

Kelly J. Orser, President
USW Local 2010