

IN THE MATTER OF a Grievance dated August 14, 2021

B E T W E E N

QUEEN'S UNIVERSITY FACULTY ASSOCIATION

("QUFA")

- and -

QUEEN'S UNIVERSITY

("Employer")

MINUTES OF SETTLEMENT

(this "Agreement")

WHEREAS the Employer and QUFA are parties to a Collective Agreement;

AND WHEREAS QUFA lodged a grievance on August 14, 2021, alleging that the Employer breached the Collective Agreement by failing to comply with the section 8 and 22.2 of the Collective Agreement and section 9 (18) under the *Occupational Health and Safety Act*, ("the Act");

AND WHEREAS QUFA and the Employer (hereinafter collectively referred to as the "**Parties**") are desirous of resolving all outstanding issues between them related to the Grievance, and are desirous of demonstrating the utmost in good faith to each other;

NOW THEREFORE the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand that such recitals are hereby incorporated into, and form part of, this Agreement.
2. The Parties agree to the following:
 - i. The Employer agrees that it will meet the public health guidance on "Air Change Rates Required", specifically described on pages 6 and 7 of the March 21, 2021, Public Health Ontario: Heating, Ventilation and Air Conditioning (HVAC) Systems in Buildings and COVID-19 Guidance, and as amended from time to time;
 - ii. The Employer has and will continue to follow "Inspection or Maintenance" for Air Handling Systems as specified at page 8 of the Public Health Ontario: Heating, Ventilation and Air Conditioning (HVAC) Systems in Buildings and COVID-19 Guidance released on March 21, 2021 and as amended from time to time. The Employer agrees to provide to the relevant Joint Health and Safety Committees ("JHSCs") a list of measurements of the ventilation (air flow) by qualified Testing, Adjusting and Balancing service provider consistent with pages 6, 7 and 8 of the March 21, 2021, Public Health Ontario: Heating, Ventilation and Air Conditioning (HVAC) Systems in Buildings and COVID-19 Guidance for all classrooms with seating capacity over 100, small classrooms in Kingston Hall, Ontario Hall, Catarauqui Building, Jeffrey Hall, and all shared office spaces in the Law Library that it has inspected and measured. The University will make reasonable efforts to comply with the obligations in 2 ii) by October 15, 2021. If it cannot comply by October

15, 2021, the University will notify QUFA. In any event, the University agrees to comply with the obligations in this paragraph by November 30, 2021.

- iii. The Employer agrees that it will continue to make all reasonable efforts to inspect and measure as outlined in i) and ii) above on rotating basis for classrooms, teaching labs, libraries, and for shared office spaces, and where reasonably requested by the member to their supervisor. The Employer will provide updates on inspections and measurements to the relevant JHSCs prior to December 31, 2021, and as required on a continuous basis. The Parties agree that the Employer will prioritize inspections and measurements in classrooms and teaching labs that have larger congregations as outlined in i) and ii) above;
 - iv. The Parties agree that if an inspection and/or measurements demonstrates a material deficiency that is inconsistent with public health guidance as outlined in i) and ii) above and that has not and cannot be promptly remedied, one of the Parties to this Agreement may notify the other to request a meeting to discuss the matter as contemplated by the Memorandum of Agreement dated May 3, 2021 concerning Course Delivery; and
 - v. The Employer agrees that meeting notes of the Fall Planning Operations Working Group will be posted on the Fall Planning Operations Working Group website ([COVID-19 | Office of the Vice-Principal \(Finance and Administration\) \(queensu.ca\)](https://www.queensu.ca/office-of-the-vice-principal/finance-and-administration)), and distributed to the relevant JHSCs within a week of the meeting occurring.
3. The Parties hereby acknowledge and agree that the Grievance is withdrawn and fully and finally settled and resolved.
 4. This entire Agreement is without admission of any liability or fault for any wrongdoing on the part of the Employer or QUFA.
 5. The Parties agree that this Agreement binds them for the purposes of paragraph 2. The Parties further agree that this Agreement will not constitute a precedent between them for any other purpose and will not be referred to or relied upon in any subsequent proceedings, grievances or rounds of collective bargaining between the Employer and QUFA or any of the bargaining unit members.
 6. The Parties agree that QUFA will have no right to grieve or in any other way, or in any other forum, contest a term or condition of this settlement, save and except for the interpretation and enforcement of this Agreement. The jurisdiction of an arbitrator will be specifically limited to the issue of whether the Parties have complied with the terms of this Agreement and arguments with respect to remedy.
 7. The Parties agree that Arbitrator Knopf will remain seized to address any issue arising out of the interpretation, administration, or implementation of this Agreement.
 8. The Parties agree that the effective date of this Agreement is September 8, 2021.

[SIGNATURE PAGE FOLLOWS]

DocuSigned by:

Dan McKeown

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**On Behalf of Queen's University, Dan
McKeown, Associate Vice-Principal, Faculty
Relations**

DATED AT Kingston, Ontario this 8th day of September, 2021.

DocuSigned by:

Jordan Morelli

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**On Behalf of QUEEN'S UNIVERSITY
FACULTY ASSOCIATION, Dr. Jordan Morelli**

DATED AT Kingston, Ontario this 8th day of September, 2021.