

**COLLECTIVE AGREEMENT**

**BETWEEN**

**QUEEN'S UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1302**

**TABLE OF CONTENTS**

**Page**

ARTICLE 1 - GENERAL PURPOSE .....	4
ARTICLE 2 - MANAGEMENT RIGHTS .....	4
ARTICLE 3 - RECOGNITION .....	4
ARTICLE 4 - RETIREMENT AGE.....	6
ARTICLE 5 - NO HARASSMENT AND DISCRIMINATION .....	7
ARTICLE 6 - UNION SECURITY .....	8
ARTICLE 7 - DUES DEDUCTION .....	9
ARTICLE 8 - NO STRIKES OR LOCKOUTS .....	10
ARTICLE 9 - BARGAINING COMMITTEE.....	10
ARTICLE 10 - STEWARDS .....	11
ARTICLE 11 - GRIEVANCE PROCEDURE .....	12
ARTICLE 12 - ARBITRATION .....	13
ARTICLE 13 - DISCIPLINE, DISCHARGE AND SUSPENSION.....	15
ARTICLE 14 - SENIORITY .....	15
ARTICLE 15 - JOB POSTING.....	17
ARTICLE 16 - LAY-OFFS AND RECALLS .....	19
ARTICLE 17 - HOURS OF WORK.....	20
ARTICLE 18 - OVERTIME .....	22
ARTICLE 19 – PAID HOLIDAYS .....	22
ARTICLE 20 - VACATIONS .....	23
ARTICLE 21 - SICK LEAVE .....	25
ARTICLE 22 - LEAVES OF ABSENCE .....	26
ARTICLE 23- JOB CLASSIFICATIONS .....	34
ARTICLE 24 - STAFF BENEFIT PLANS.....	35
ARTICLE 25 - UNION/MANAGEMENT COMMITTEE .....	36
ARTICLE 26 - TECHNOLOGICAL OR OTHER CHANGES .....	37
ARTICLE 27 - MISCELLANEOUS PROVISIONS.....	38
ARTICLE 28 - HEALTH AND SAFETY .....	39
ARTICLE 29 - DURATION OF AGREEMENT.....	41

---

APPENDIX A - LIBRARY TECHNICIAN SALARIES .....	42
APPENDIX B - POINTS FORMULA BASIS .....	45
APPENDIX C - E.F.A.P.....	47
APPENDIX D - SELF-FUNDED LEAVE PLAN .....	48
APPENDIX E - DENTAL PLAN.....	52
APPENDIX F - TUITION ASSISTANCE PROGRAM.....	53
APPENDIX G - CHILD CARE BENEFIT PLAN.....	58
APPENDIX H - TUITION SUPPORT PLAN .....	60
LETTER OF UNDERSTANDING RE: Distribution of Tuition Support Plan and Child Care Benefit Plan Surplus.....	64
LETTER OF UNDERSTANDING RE: EI Premium Reduction .....	65
MEMORANDUM OF AGREEMENT RE: Pension Changes.....	69

**ALPHABETICAL INDEX**

Arbitration ..... 13

Bargaining Committee ..... 10

Child Care Benefit Plan ..... 58

Dental Plan ..... 52

Discipline, Discharge And Suspension ..... 15

Distribution of Tuition Support Plan and Child Care Benefit Plan Surplus ..... 64

Dues Deduction ..... 9

Duration of Agreement ..... 41

E.F.A.P. .... 47

EI Premium Reduction ..... 65

General Purpose ..... 4

Grievance Procedure ..... 12

Health and Safety ..... 39

Hours of Work ..... 20

Job Classifications ..... 34

Job Posting ..... 17

Lay-Offs and Recalls ..... 19

Leaves of Absence ..... 26

Library Technician Salaries ..... 42

Management Rights ..... 4

Miscellaneous Provisions ..... 38

No Harassment And Discrimination ..... 7

No Strikes Or Lockouts ..... 10

Overtime ..... 22

Paid Holidays ..... 22

Pension Negotiations ..... 69

Points Formula Basis ..... 45

Recognition ..... 4

Retirement Age ..... 6

Self-Funded Leave Plan ..... 48

Seniority ..... 15

Sick Leave ..... 25

Staff Benefit Plans ..... 35

Stewards ..... 11

Technological or Other Changes ..... 37

Tuition Assistance Program ..... 53

Tuition Support Plan ..... 60

Union Security ..... 8

Union/Management Committee ..... 36

Vacations ..... 23

## **ARTICLE 1 - GENERAL PURPOSE**

1.01 In recognition of our mutual interests this Agreement is entered into for the purpose of recording salaries, hours and working conditions and of establishing the means of settling amicably any differences or grievances which may possibly arise; and for the general purpose of facilitating and promoting the best operating and personal relationships of which we are jointly capable as members of the University community.

The parties are committed to the general principles of employment equity.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes the right and obligation of the Employer to manage and operate the business in which it is engaged and to:

- a) maintain order and efficiency;
- b) hire, classify, transfer, promote, demote, suspend, discipline, discharge for just cause, or lay off employees in accordance with Article 16;
- c) establish, alter and enforce rules and regulations, hours of work, and work assignments or methods.

The Employer agrees that these rights shall not be exercised in a manner which is inconsistent with the provisions of this Collective Agreement.

## **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1302 as the sole and exclusive bargaining agent for all employees of the Library and Archives, save and except for:

Librarians,  
Archivists,  
Senior Assistant,  
Evening Supervisor,  
Departmental/Financial Assistant,  
Executive Assistant, formerly Administrative Assistant,  
Personnel Assistant,  
Business Officer,  
Computer Programmer Analyst,  
Systems Coordinator,  
Human Resource Officer,  
and persons regularly employed for less than 14 hours per week.

- 
- 3.01.1 The Employer may engage students or other persons for summer and other temporary employment provided that such employment does not adversely affect the rights of employees under this Agreement. However, any employees engaged under this paragraph will automatically come under the jurisdiction of the Union once the period of employment exceeds 1 month, or in the case of summer students, 4 months.
- 3.01.2 Included as employees will be the incumbents in the Conservation Assistant and Circulation Clerk at Bracken Library positions plus any other similar regular part-time positions that might be originated.
- 3.01.3 Where the singular is used in this Agreement, it shall mean and include the plural or masculine where the context so implies.
- 3.01.4 Employees as defined in this Article shall be included in the bargaining unit whether or not they are paid from the University's operating budget.
- 3.02 A temporary employee is an employee who is hired on a term appointment to cover the lengthy absence of a continuing employee or to fill a short-term temporary position created to supplement existing staff, and who falls within the definition of the bargaining unit as contained in Article 3.01. If a temporary employee reaches the end date of his/her term appointment without receiving a continuing appointment, then his/her employment will lapse at the end date of that term appointment.
- 3.02.1 The parties agree that temporary employees are covered by the terms of this contract except for those Articles and conditions set out below:
- a) The hiring of a temporary employee shall not be used to avoid the posting of a vacancy in a continuing position or to avoid the recall of a laid-off employee as specified in Article 16.07 of the Agreement.
  - b) The term appointment for a temporary employee shall not be shorter than 1 month nor longer than 1 year, although such an appointment may be for a longer period under special circumstances. Special circumstances are limited to Family Leave, LTD, WSIB, a leave of absence for a continuing employee who intends to return following his/her leave, or any other circumstances mutually agreed to by the parties. All temporary employees hired for reasons other than special circumstances will be considered continuing employees after they have completed one year of employment.
  - c) Temporary employees shall be paid in accordance with Appendix "A" of this Agreement.
  - d) A temporary employee shall complete the full period of a term appointment and shall be eligible to apply for any posted vacancy which will result in a continuing appointment or for other term appointments which are posted 10 working days prior

to the end of the current term appointment. If a temporary employee receives a continuing appointment and is unsuccessful during the trial period, then employment with the University shall be terminated. If the employee is displaced by the reversion of another employee and cannot return to the former temporary position because it no longer exists, the employee may be placed in another temporary position for which he/she is qualified. If no such position exists, employment with the University shall be suspended but the temporary employee shall retain seniority for the purpose of job postings for 30 consecutive calendar days.

- e) A temporary employee shall not accumulate seniority for purposes of layoff and recall, but shall accumulate seniority for the purpose of job postings and continuing appointments. A temporary employee who is granted a continuing appointment shall have his/her seniority dated from his/her date of employment in the bargaining unit.
- f) A temporary employee who is re-hired within 30 days of termination of employment shall suffer no loss of accrued seniority for the purpose of job postings and continuing appointments.
- g) The Union shall receive a copy of the appointment letter of each temporary employee.
- h) Temporary employees shall not be covered by the following Articles or clauses of the Collective Agreement: Article 14, Article 16, Article 22.01, 22.02, 22.05, 22.06, 22.07, 22.08, 22.09, 22.14, 22.15, 22.16 and 22.17.
- i) Temporary employees shall be eligible for coverage under staff benefits plans (subject to the normal plan conditions) except for Long Term Disability Insurance and Queen's Pension Plan.
- j) Notwithstanding Article 21, temporary employees shall be entitled to paid sick leave determined at the rate of 2 days per calendar month of their appointment to a maximum of 40 days.

#### **ARTICLE 4 - RETIREMENT AGE**

- 4.01 Normal retirement age as defined under the Queen's Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately six months prior to the employee reaching age 65 to discuss the employee's options under the pension plan.
- 4.02 Employees who elect to retire shall, wherever possible, notify their department and the Pension Unit at least 6 months prior to their retirement date to discuss and begin

making necessary arrangements for retirement. The union will receive notification of such retirements.

## ARTICLE 5 - NO HARASSMENT AND DISCRIMINATION

- 5.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present in the Union.
- 5.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, RSO 1990, c H.19, as amended from time to time (hereinafter the "*Human Rights Code*") the University's *Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*, RSO 1990, c O.1, as amended from time to time (hereinafter, the "*Occupational Health and Safety Act*").
- 5.02.1 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome. It includes objectionable acts, comments or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 5.02.2 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.
- 5.02.3 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 5.02.4 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.
- 5.02.5 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner. Therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

- 5.02.6 The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the University's *Harassment and Discrimination Policy* if the subject matter of the complaint is one covered by that Policy.
- 5.02.7 Alternatively, any allegation of discrimination or harassment in the workplace, including an allegation of *Code*-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this agreement.
- 5.02.8 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.
- 5.02.9 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 5.02.10 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.
- 5.02.11 An employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Once an application has been filed with the Tribunal all other related proceedings under this Article will be suspended and, applicable grievance and arbitration timelines will be extended until those proceedings are concluded.
- 5.02.12 In cases where sexual harassment may result in the transfer of a person, the complainant shall not be transferred against his/her will; unless otherwise agreed, it shall be the harasser who is transferred.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 All existing members of the Union shall remain members of the Union and all new employees as a condition of employment shall become members of the Union at the time of their employment.
- 6.02 The Employer agrees that on the last Friday of the first month of employment and the last Friday of the fourth month of employment, all new employees shall be required to attend a meeting with 2 members of the Union executive to explain the function of the Union for a period not to exceed 1 hour from the normal work day. Such employees attending this meeting plus the 2 members of the Union executive in attendance shall suffer no loss of wages.
- 6.02.1 New employees shall be given a copy of the Collective Agreement at the first meeting by the Union executive.



- 6.03 The Employer recognizes the role of elected union officials in labour management relations and shall not discriminate against them.
- 6.04 The Union acknowledges that their executive have duties to perform for the Employer and they will not absent themselves from such duties unreasonably to attend to Union duties as outlined by the terms of this agreement. Members of the executive shall provide a minimum of three days' written notice, where possible, to their non-union supervisor when requesting leave to attend to such union duties.
- 6.05 In consideration of this acknowledgement and undertaking, the Employer agrees to the following:
- a) Bargaining unit members who are asked to serve on University Committees or to attend meetings with University administration, not otherwise covered by this collective agreement will be permitted, subject to the operational needs of the Unit, time away from their regular duties, with pay, for the meeting time. Bargaining unit members shall report back to their non-union supervisor or designate when the meeting ends.
  - b) All requests for paid leave shall be submitted to the Employer as much in advance as possible and prior to attending such meeting, an employee will advise his/her non-union supervisor of his/her departure and expected time of return.
  - c) Leave with pay granted under this Article shall not extend beyond normal working hours.
- 6.06 All members of Local 1302 shall be granted 1.5 hours off with pay to attend the ratification vote for the renewal of the Collective Agreement.
- 6.07 With the exception of formal interviews held with an employee's non-union supervisor for the purpose of discussing unsatisfactory aspects of his/her performance, the Union's National Representative is permitted to attend meetings with the Employer at which a Union representative is entitled to be present. The National Representative will have the same rights as other Union representative(s) at the meeting. The Union will advise the Employer not less than 5 working days in advance of the meeting, unless a shorter period is agreed, if the National Representative will be attending. Scheduled meetings will not be delayed because of the National Representative's availability.

## **ARTICLE 7 - DUES DEDUCTION**

- 7.01 The Employer agrees to deduct from the monthly pay of each employee who is covered by this Agreement a sum equivalent to the Union authorized monthly dues.

- 7.02 The monthly deductions collected in accordance with 7.01 above shall be remitted by the Employer through electronic transfer of funds to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following, accompanied by 2 lists of the names of all employees from whom deductions were made. The Employer agrees to provide on each employee's T-4 form a statement of the total union dues deducted for that year. The Employer also agrees to provide the Union with the addresses of all employees twice a year as well as any additions or revisions at other times.

#### **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.01 The Union agrees that there will be no strikes and the University agrees that there will be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*, SO 1995, c 1, Sch. A, as amended from time to time (hereinafter, the "*Labour Relations Act*"),.

#### **ARTICLE 9 - BARGAINING COMMITTEE**

- 9.01 For the purpose of negotiations between the parties as provided for in Article 29 ("Duration of the Agreement"), the Employer shall recognize a negotiating committee of the Union composed of not more than four employees who are members of Local 1302.
- 9.02 The negotiating committee shall be entitled to have present and be represented by a representative(s) of the Canadian Union of Public Employees at all negotiation meetings held between the Employer and the Union which are held in accordance with Article 29 ("Duration of the Agreement").
- 9.03 The 4 employees (or their alternates), who are members of the Union's negotiating committee, shall be given time off with pay during normal working hours while actually attending such negotiation meetings with the Employer.
- 9.04 The 4 employees who are members of the Union's bargaining committee shall each be given 3 days or 6 half days of time off with pay to prepare the Union's proposals for collective bargaining.
- 9.05 Where the negotiation of additional terms of the Collective Agreement or a letter of Understanding is to be deferred to joint committee work during the term of the Collective Agreement pursuant to an agreement at negotiations, the Union committee members involved will be granted the time during working hours to prepare their proposal. It is understood that the extent of such paid time shall be subject to the mutual agreement of the parties.
- 9.06 In the event either party wishes to call a meeting of the committee, the meeting shall be held as soon as possible at a mutually convenient time.

---

## ARTICLE 10 - STEWARDS

- 10.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 10.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting his/her grievance in accordance with the Grievance Procedure.
- 10.03 The Employer agrees to recognize and deal with a Union Grievance Committee of 3 Union representatives including the Local Union President (or designate).
- 10.04 The Union acknowledges that Union Stewards and Grievance Committee members have duties to perform for the Employer, and they shall not absent themselves from their duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the Employer will compensate them for time spent in handling grievances of employees. Such compensation shall not extend beyond working hours. Stewards or Grievance Committee members shall be required to request leave from their non-union supervisor or designate before leaving their place of work and to report back to the non-union supervisor or designate on returning to work. Such permission shall not be unreasonably withheld.
- 10.05 A Union steward dealing with a grievance arising out of this agreement, and not in his/her own department, shall request permission from the non-union supervisor, or designate, in that department before contacting any employee therein regarding a complaint or grievance. Such permission shall not be unreasonably withheld.
- 10.06 The Union will appoint a Committee of Stewards comprised of a Chief Steward and 6 Stewards.
- 10.07 The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward before the Employer shall be required to recognize them.
- 10.08 The Employer shall notify the Union in writing of the name of each non-union supervisor, and designate.
- 10.09 It is mutually agreed that before being appointed as a Steward, a person must have completed his/her probationary period with the Employer.

- 10.10 All requests for paid leave under this Article shall be submitted to the Employer as much in advance as possible.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 It is the mutual desire of the Parties hereto that any complaint arising between an employee and the Employer with respect to the application, interpretation, or alleged violation of the Agreement shall be adjusted as quickly as possible.

### *Informal Resolution Stage*

- 11.02 It is agreed by the Parties that an employee has no complaint or grievance until he/she, either directly or through the Union, has first given his/her immediate non-union supervisor an opportunity to adjust the complaint.

- 11.02.1 If, after registering the complaint with the non-union supervisor and such complaint is not settled within 2 regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

### 11.03 *Step One*

The grievance shall be submitted in writing to the University Librarian/University Archivist. Such a grievance must be referred within 10 working days after an answer is received from the non-union supervisor. The University Librarian/University Archivist or designate along with the appropriate Management representative(s) will schedule a meeting with the grievor and his/her Union Steward within 10 working days of the receipt of the grievance in an attempt to resolve the grievance. The University Librarian/University Archivist or designate shall within a further 5 working days answer the grievance and return it to the Union.

### 11.04 *Step Two*

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted at the request of the aggrieved employee, to the Director, Employee and Labour Relations in Human Resources or his/her designate, within 5 working days after receipt of the response from the University Librarian/ University Archivist. The Director, Employee and Labour Relations or his/her designate shall within 10 working days hold a meeting between the Union Grievance Committee, the grievor, and the appropriate representatives of Management in a final attempt to resolve the grievance. The National Representative of the Union shall have the right to attend this meeting. The Employer shall, within a further 5 working days, give its decision in writing to the Union.

- 11.05 The Parties agree that employees should not harbour grievances. They should bring them to the attention of the Employer without delay. Accordingly, it is agreed that no

employee grievance shall be considered, the alleged circumstances of which arose more than 15 days previous to its registration.

- 11.06 Grievances which are not forwarded within the agreed upon time limits shall be deemed to be abandoned. The time limits provided in this Article may be extended by mutual agreement between the Parties in writing. Furthermore, it is understood that any of the specific Union or Employer officials referred to in this Article may be replaced by a designated representative.
- 11.07 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the Grievance Procedure.
- 11.08 In the case of an employee who feels that he/she has been unjustly discharged, or where the grievance is one involving general policy, it may be presented to the Employer beginning at Step Two of the Grievance Procedure.
- 11.09 All grievances shall contain a statement of the alleged violation, the article(s) violated and the remedy sought by the grievor.
- 11.10 Each employee, along with a Union Steward, shall have the right to review his/her own personnel file and review his/her record.

## **ARTICLE 12 - ARBITRATION**

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may within 1 month of receiving the stage two written reply after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to proceed to arbitration.
- 12.01.1 The referring party shall indicate whether it intends to proceed with the matter before a Board of Arbitration or sole Arbitrator. Subject to the provisions of section 49 of the *Labour Relations Act* either party may request that the Minister appoint a sole arbitrator.
- 12.01.2 If the referring party is requesting appointment of a sole arbitrator it shall, in its notice of intent to proceed to arbitration, suggest a person to serve as arbitrator. The other party shall respond within 10 working days, either agreeing to the proposed sole arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within 30 days, either party may request the appointment be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

- 12.01.3 A request for a board of arbitration shall name the party's nominee to the board of arbitration. The recipient of the notice shall within 10 working days, advise the other party of the name of its nominee to the board of arbitration. The nominees to the board of arbitration shall then meet to decide upon the selection of the chairperson of the board. If the parties cannot agree upon the selection of the chairperson within 21 days, either party may request that the appointment of the chairperson be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

*Decisions of the Arbitrator or Arbitration Board*

- 12.02 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. In the case of an Arbitration Board, the decision of majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- 12.02.1 In no event, however, shall any sole Arbitrator or Board of Arbitration have the authority to make any decision which is inconsistent with the terms of this Agreement or to change, alter, modify, or amend any of the provisions of this Agreement. The sole Arbitrator or Board of Arbitration shall deal solely with the matter in dispute within the confines of this Collective Agreement and any legislation over which they have the jurisdiction to interpret and apply pursuant to the *Labour Relations Act*.

*Discipline or Discharge Cases*

- 12.03 In the event that a sole Arbitrator or Board of Arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the sole Arbitrator or Board has the authority to reinstate an employee with or without full or partial compensation for salary and any other benefits lost, or to make any award it may deem just or reasonable which would be consistent with the terms of this Agreement.

*Arbitration Expenses*

- 12.04 Each party shall bear the fees and expenses of its own nominee, if any, its witnesses (subject to Article 12.05) and of the preparation and presentation of its own case.
- 12.04.1 The fees and expenses of the Chairperson or sole Arbitrator incidental to the Arbitration hearing shall be borne equally by the parties.
- 12.05 The Employer will pay the regular wages (not to extend beyond normal working hours) for up to 4 Bargaining Unit members, including the grievor(s), Grievance Committee members or Bargaining Unit members called by the Union as witnesses, while they are at an arbitration hearing on behalf of C.U.P.E. Local 1302, in matters between Queen's University and C.U.P.E. Local 1302. A copy of all requests for leaves under this Article shall be submitted to the Director & Counsel, in the Employee/Labour Relations unit of Human Resources as much in advance as possible.

*Time Limits*

- 12.06 It is agreed that the time limits referred to in Article 12 may be extended by mutual consent.
- 12.07 Should the parties disagree as to the meaning of the decision, either party may apply to the sole Arbitrator or the Board of Arbitration, whichever is applicable, to clarify the decision.

**ARTICLE 13 - DISCIPLINE, DISCHARGE AND SUSPENSION**

- 13.01 An employee shall be accompanied by his/her Steward at any formal interview with his/her non-union supervisor held for the purpose of discussing unsatisfactory aspects of his/her performance, at any interview involving a warning, a suspension or a discharge, or at any interview, including an investigatory interview, where the employee so requests.
- 13.01.1 Any warning shall subsequently be confirmed in writing to the employee and a copy shall be sent to the Union.
- 13.01.2 Should the employee wish to respond in writing to the warning his/her reply shall also become part of his/her record.
- 13.02 An employee who has been suspended or discharged shall be given the reason thereof immediately and, within 1 working day, this shall be confirmed in writing to the employee involved. The Union shall also receive a copy of the suspension or discharge letter.
- 13.03 The record of an employee shall not be used against him/her at any time after 18 months.
- 13.04 Each employee shall have the right to review his/her own personal file and review his/her record.

**ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as the length of service from the original date of employment in the bargaining unit.
- 14.02 An employee who ceases to be an employee as defined in Article 3, but who remains in the employ of Queen's University, shall retain credit for his/her accumulated seniority, and if employed in a position related to the bargaining unit, shall continue to accumulate seniority.
- 14.03 New employees shall be considered as probationary employees and will not acquire seniority until they have successfully completed their probationary period. The

- probationary period shall be 3 months, however, it may be extended for an additional 3 months by mutual agreement of the Employer and the Union. New employees who are covered by the above probationary period shall be given a written progress report every month during the probationary period.
- 14.04 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement subject in the case of discharge to a right of appeal which shall not extend beyond Step Two of the Grievance Procedure unless the Union claims discrimination as defined in Article 5.
- 14.05 After completion of the probationary period, seniority will be effective from the date of employment in the bargaining unit.
- 14.06 An employee shall lose all seniority if he/she:
- a) voluntarily quits the employ of the Employer and is not rehired within 3 months,
  - b) is justifiably discharged and not reinstated,
  - c) has been laid off for more than 24 months,
  - d) following a lay-off, fails to advise the Employer within 5 days of receipt of notification to return to work by registered mail of his/her intention to return, or
  - e) fails to report for work on the date and at the time specified in the said notice. The employee shall have a maximum of 3 weeks to report for work after being recalled.
- 14.07 The Employer shall maintain a seniority list showing the employee's name, classification and date upon which service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each January 15<sup>th</sup>.
- 14.07.1 If an employee has taken an extension of Family Leave pursuant to Article 22.14 or a General Leave of Absence pursuant to Article 22.01, for a period exceeding 30 consecutive calendar days, their current seniority date will be adjusted by adding the total number of calendar days of the leave to the seniority date. The period of leave will start with the first working day of the absence and end on the last working day of absence. The adjusted seniority date will be reflected on the seniority list prepared pursuant to Article 14.07.
- 14.08 Where a University employee who is a member of C.U.P.E. Local 229 or 254 is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer his/her full seniority and service into the bargaining unit.



## ARTICLE 15 - JOB POSTING

- 15.01 At least 5 working days prior to making any permanent staff change to a position covered by the terms of this Collective Agreement, the Employer will send notification of such positions electronically with postings on the staff website in order that employees will know about them, be able to make written applications, and be given first consideration in filling such vacancies. Each notice shall contain the following information: summary section from the job description, qualifications related to the needs of the job, required knowledge and education, ability and skills, hours of work, working conditions and salary rate or range. A copy of each such posting will also be supplied to the Union.
- 15.01.1 If a position falling vacant is not to be posted immediately or if after a vacancy is posted a selection is not to be made immediately, in either case the Union will be advised in writing as to the reason.
- 15.01.2 Tests where required shall be administered in accordance with objective and uniform standards and provide a follow-up counselling service to the involved employee. The parties agree that compliance with this Article may be achieved by having test(s) and follow-up counselling provided by an appropriate department at the University.
- 15.02 If a continuing employee is appointed to a temporary position and that position is to be reposted as a permanent position, then the incumbent shall be given first refusal before the position is posted.
- 15.03 Normal posting procedures shall be followed for temporary vacancies of 3 months or longer, except as noted in Articles 22.14 and 22.15 (maternity).
- 15.04 The employee with the most qualification points, as determined by the Points Formula (Appendix B), and who meets the minimum qualifications stated for the posted position shall be selected. Unsuccessful applicants will be notified in writing as soon as possible and the notification will include the person's own point score and the point score of the successful applicant.
- 15.04.1 Where two or more candidates have an equal number of points and meet the above specifications the employee with the most seniority shall be selected.
- 15.04.2 To ensure consideration of his/her job application, each applicant must be available to advise the Human Resource Officer and appropriate Unit Head, or delegate, of their relevant qualifications for the posted position and get an understanding of what is required in the posted position, after which Article 15.04 applies. The successful applicant must be able to assume the new position within 3 weeks of the appointment, unless special arrangements have been made, in advance, with the Human Resource Officer, and with the agreement of the new Unit Head.

- 15.05 Candidates for positions involving supervisory responsibilities must meet the minimum point qualifications for the positions and, in addition, should have leadership capabilities. If the candidate selected by management does not have the most qualification points, or does not have the greatest seniority, if the qualification points are equal, any unsuccessful candidate may have recourse to a grievance hearing. If at the grievance hearing agreement cannot be reached, the selection will be made in accordance with Article 15.04.
- 15.05.1 The parties agree to maintain a list of position(s). Any future additions or deletions from that list will be decided on jointly at the Union/Management Committee.
- 15.06 The successful applicant shall be placed on trial for a period of 3 months from the time the new duties are assumed. A trial period may be extended for an additional 3 months by mutual agreement of the Employer and the Union. Conditional on satisfactory performance during such a trial, the appointment shall be confirmed after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, he/she shall be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate. Any other employee, promoted or transferred because of the re-arrangement of positions, shall also be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate.
- 15.06.1 An applicant may be confirmed in a period shorter than the applicable trial period.
- 15.06.2 Employees who are covered by the above trial period shall be given a written progress report each month during the trial period.
- 15.07 An employee who has been transferred to a permanent position must serve at least 6 months in that position before he/she is eligible for consideration for any other position, unless otherwise consented to in writing, by both Management and Union. Such a request shall not be unreasonably denied. A continuing employee who has been transferred to a temporary position shall not be eligible for any position other than a permanent position until the temporary position has ended.
- 15.08 Intensive basic training specific to the job will be given to a new incumbent in a position during the probationary or trial period. In the case of term appointments, training will be given for tasks that the employee will be required to perform during the length of his/her term.
- 15.09 When a vacancy has been posted for which there are no applicants within the bargaining unit, the Employer may approach other employees to fill the vacancy but no employee shall be compelled to transfer without his/her approval.
- 15.10 A job exchange program will operate as follows:

- a) Should an employee wish to change jobs for a period of a minimum of 6 months to a maximum of 1 year, the employee shall request approval from the Human Resource Officer. This approval shall not be unreasonably refused.
- b) A job exchange posting shall be incorporated and posted for other members of the bargaining unit who may want to exchange jobs for that period and wish to work in the department specified in the posting.
- c) The applicant with the most points who has the minimum qualifications required to perform the duties of the job shall be given the exchange position subject to the agreement of the initiator and the approval of the Unit Heads of the two units concerned. If approval is granted then the departments concerned will work out the details as to dates and time-frame in order for the exchange to take place.
- d) Notwithstanding the above, should 2 employees wish to exchange jobs for a period of a minimum of 6 months to a maximum of 1 year, they shall request approval from the Human Resource Officer. This approval shall not be unreasonably refused and the job exchange posting process will be omitted. Unit Head approval, however, will be required.
- e) Any of the parties to the exchange (the two departments or either employee) may decide to cancel the exchange within 1 month after the exchange begins. If the exchange is not cancelled within the first month, then the employees concerned shall complete the full period of the exchange and shall not be eligible to be considered for any posted vacancy. At no time shall a job exchange become permanent.
- f) During the exchange period, both employees will continue to receive the salaries they were receiving in their original positions and will acquire points as though they were working in their original positions.
- g) Any experience gained by an employee working in a position as a result of job exchange shall be experience for the purpose of job postings and promotions if required by the position for which application is being made.

#### **ARTICLE 16 - LAY-OFFS AND RECALLS**

- 16.01 In the event of a reduction of work force, the Employer agrees that employees shall be laid off in the reverse order of their seniority. It is agreed that temporary employees shall be laid off first.
- 16.02 Employees shall be recalled in order of their seniority as they meet the minimum qualifications for the positions available.
- 16.03 Recall rights shall be terminated on the cancellation of seniority in accordance with Article 14.06.

- 16.04 All employees must notify the Employer promptly of any address changes. Failure to do so will remove all responsibility from the Employer in the event that official notices fail to reach the employee.
- 16.05 In the event of a layoff, the Employer shall notify the Union of such layoff 14 days in advance of the required notice to employees.
- 16.05.1 The parties will then convene a special meeting of the Union/Management Committee to discuss the effect of the layoff on the bargaining unit.
- 16.05.2 It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.
- 16.06 The Employer shall provide at least 3 months' written notice of layoff or pay in lieu thereof. In the event of a disaster, the above notice or pay in lieu thereof shall be restricted to 10 days.
- 16.07 A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained his/her seniority and is available and meets the minimum qualifications for that position.

#### **ARTICLE 17 - HOURS OF WORK**

- 17.01 The normal work week is 35 hours consisting of 7 hours per day, Monday through Friday. The normal hours are from 8:30 a.m. to 4:30 p.m. Specific work schedules for employees on regular day work shall not be assigned to begin before 7:00 a.m. or end later than 6:30 p.m. Employees shall be entitled to a 1 hour lunch period.
- 17.02 The hours of work referred to in Article 17.01 are considered the core hours, and where the term "core hours" is used in other clauses in this Article it shall be deemed to mean the hours of work detailed in Article 17.01.
- 17.03 Although every effort will be made to maintain employees on regular day work, the Employer retains and reserves the right to establish shifts in those locations where it is beneficial for the efficient or economical operation of the Library/Archives or otherwise necessary. For those employees required by the Employer to work other than normal hours as defined in Article 17.01 above, the following conditions shall apply:
- a) Schedules will be prepared in advance by the Employer after consultation with and taking into consideration where possible the wishes of the employees involved.
  - b) Such schedules will be prepared in advance with a minimum of 5 working days' notice provided before a change in schedule or a new schedule can be put into effect.
  - c) No schedule shall include any split shifts within the same working day.

- d) All schedules shall commence on a Monday and end on a Sunday and shall average 5 working days per week for each employee, and in no case shall provide more than 6 scheduled days in the same calendar week (Monday to Sunday inclusive). In addition, each schedule shall provide for a minimum of 2 weekends off out of every 5.
- e) The normal hours of work per day within a schedule shall be as follows:
- (i) between 7:00 a.m. and 6:30 p.m. - 7 hours;
  - (ii) where a scheduled shift starts before 7:00 a.m. or terminates after 6:30 p.m. and for all shifts occurring on Saturday, the employee will work 6.5 hours, but will be paid their regular salary for 7 hours.
- f) All hours worked on a Sunday shall be paid for at one and one-half (1½) times the employee's normal rate, or may be taken as one day off plus one-half (½) day pay at the employee's normal rate.
- 17.04 An employee may, with the prior approval of his/her supervisor reduce his/her normal 1 hour lunch period to one-half (½) hour and finish his/her workday one-half hour earlier. It is recognized that such approval must take into consideration the operational needs of the Unit.
- 17.05 All employees will be allowed a 15 minute break in both the first half and second half of a shift.
- 17.06 With the prior approval of the supervisor, employees may choose flexible work schedules within the following parameters:
- a) Normal starting time may not be earlier than 7:00 a.m. and normal finishing time shall not be later than 7:00 p.m.
  - b) The maximum working period each day (excluding the lunch period) shall not exceed 10 hours.
  - c) The maximum total working period each week shall not exceed 42 hours.
  - d) The maximum total working period over a 2 week period shall not exceed 77 hours.
  - e) Any time off accrued in accordance with such a flexible working schedule shall be taken at a mutually convenient time and normally within the approved schedule.
  - f) A maximum of 5 days or 35 hours may be accumulated to be taken at a time mutually convenient to the employee and the supervisor.
  - g) Any day of leave authorized under Article 22, any day of sick leave, a statutory holiday or a vacation day shall be considered as a seven (7) hour day.

h) Any person working in excess of 7 hours per day shall be excluded from the provisions of Article 17.03 and Article 18.

i) A request by an employee for a schedule other than core hours shall be evaluated objectively by the supervisor, taking into consideration the operational requirements of the department and the impact such a schedule would have on the work of the other employees.

j) A request for a flexible working schedule shall not be refused without a clear explanation to the employee of the sound reason which prevents approval.

**ARTICLE 18 - OVERTIME**

18.01 Authorized overtime hours worked in excess of the normal hours of work or the employee's normal flexible hours schedule shall be paid for at the rate of time and one half of the employee's regular hourly rate (calculated by dividing the annual salary by 1820). However, should such overtime hours be performed on a Sunday, they shall be paid for at the rate of 2 times the employee's regular hourly rate.

18.02 An employee who is called in and required to work outside his/her normal scheduled hours, other than those hours immediately prior to or after normal starting or quitting time, shall receive 4 hours pay at straight time or the actual hours worked at time and one-half, whichever is the greater.

18.03 If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay and there shall be no pyramiding.

**ARTICLE 19 – PAID HOLIDAYS**

19.01 The following holidays will be granted with pay at the employee's regular rate of pay for his/her normal number of daily working hours:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

plus any other day or days as designated by the Employer.

19.01.1 However, an employee will only be so paid:

a) if he/she has worked his/her full regular day immediately preceding and immediately following the holiday.

- b) if he/she reports for work on such a holiday if requested. Payment for the holiday will be made, however, if the employee is absent on one or both of the qualifying days referred to above due to verified illness, scheduled time off banked as a result of flex-time, approved leave of absence with pay or in the case of unpaid leave of absence only if the total period of such leave does not exceed 3 days.
- 19.02 An employee who is required to work on any of the above holidays shall be paid his/her regular holiday pay plus pay for any time worked at one and one-half (1½) times his/her regular rate. The employee may choose to receive a day off with pay, scheduled at a mutually convenient time, in lieu of his/her regular holiday pay.
- 19.03 If a holiday should occur on an employee's regular scheduled day off or during his/her vacation period, he/she shall receive an additional day off with pay at a mutually convenient time.
- 19.04 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), he/she will be paid in addition to his/her regular pay, time and one-half for the hours worked. Should an employee be scheduled to work on one of his/her regular off days during this shut-down period, they will receive overtime rates as outlined in Article 18.01. Alternately, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half as lieu time, at a mutually convenient time to the Employer and the employee.
- 19.05 When Christmas Eve falls on a normal working day regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday, the full day off will be granted. Furthermore, when New Year's Day falls on a Thursday, Friday, January 2, will be granted as an additional day off.
- 19.06 Should a holiday as designated in Article 19.01 fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

## **ARTICLE 20 - VACATIONS**

- 20.01 Vacations will be scheduled at mutually convenient times with the Employer reserving the authority to take into consideration the operational needs of the Library/Archives.
- 20.01.1 In order to have a vacation period request considered on the basis of seniority, an employee must notify the Employer of his/her preferred vacation period by March 31 of any given year.

- 20.01.2 The Employer shall post vacation schedules by May 1 of each year and thereafter such schedules shall not be changed unless mutually agreed to by the Employer and the employee. An employee shall have the right to commence his/her vacation immediately following his/her regularly scheduled day off.
- 20.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an extra day off with pay in lieu of the holiday.
- 20.03 Vacations with pay shall be based on seniority in the bargaining unit or length of continuous service with the Employer, whichever is the greater, as of June 30, in each year.
- 20.04 Vacation allowances shall be determined on the following basis:
- a) during the first year of service prior to July 1 - one day for each completed month to a maximum of 10 working days;
  - b) members who have completed more than 1 year of continuous service as of July 1st have vacation entitlement as follows:

<i>Years of Continuous Service</i>	<i>Vacation Days</i>
after 1 year	15 days
after 2 years	15 days
after 3 years	16 days
after 4 years	17 days
after 5 years	18 days
after 6 years	19 days
after 7 years	20 days
after 10 years	21 days
after 12 years	22 days
after 14 years	23 days
after 16 years	24 days
after 18 years	25 days
after 19 years	26 days
after 20 years	27 days
after 22 years	28 days
after 24 years	29 days
after 25 years	30 days

The above table shall apply to full-time employees. However, employees working less than full-time shall have their vacation entitlement pro-rated.

- 20.05 It is not the University's policy to pay employees in lieu of taking vacation time.



20.06 An employee terminating his/her employment shall receive a vacation allowance, prorated in accordance with Article 20.04 above, for the time worked since the previous June 30, less any actual vacation taken.

*Extended Vacation*

20.07 With the permission of the University Librarian/University Archivist at the time that vacation schedules are being prepared for the current year, an employee may defer his/her entitlement or a part thereof to use with his/her vacation entitlement the following year for an extended vacation. Such a request shall not be unreasonably denied.

20.07.1 The extended vacation is limited to two years' entitlement and any one year's entitlement or part thereof, must, if deferred, be used in the following year with the latter year's entitlement.

**ARTICLE 21 - SICK LEAVE**

21.01 Employees covered by this Collective Agreement who have completed their probationary period are covered by the University's Sick Leave Plan which provides leave with regular pay for any bona fide absence due to illness or injury. The maximum period covered will be 6 months of continuous absence. Records of absence will be kept by the Employer. However, personal attendance records shall not be publicly displayed or distributed.

21.01.1 Employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences, if any, through attendance management. With respect to probationary employees paid time off for incidental absences during the probationary period shall not exceed a total of 3 working days.

21.02 Sick leave is defined as absence from work and performance of regular duties because of the employee's bona fide illness, injury, or quarantine through exposure to contagious disease.

21.03 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is medically unable to carry out normal duties due to illness.

21.03.1 It is understood that a dentist will be considered a doctor for the provisions of this Article.

21.03.2 The Employer is prepared to cover the cost of the required doctor's certificate up to a maximum of \$25.00 per certificate.

21.04 An employee shall notify his/her non-union supervisor or designate as soon as possible on the first day of his/her absence due to illness. In the case of longer absences,

- progress toward recovery and expected date of return to work shall be reported to the non-union supervisor or designate at reasonable intervals.
- 21.05 Employees are expected to notify their non-union supervisor or designate as early as possible of their expected date of return to work.
- 21.06 Employees may be requested to provide the Employer with a doctor's note certifying that the employee has been in the care of a doctor and:
- a) that the employee is able to return to his/her position on a full-time basis without restriction;
  - or
  - b) that the employee is able to return to work with the nature and duration of any work restrictions described.
- 21.06.1 The Employer is prepared to cover the required doctor's note certifying said information up to a maximum of \$50.00 per note.
- 21.07 If during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed for a period of 5 days or more, and which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provided acceptable proof of entitlement to leave under Article 22.03 (Bereavement Leave), such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.
- 21.08 An employee who falls sick prior to an announced date of layoff will be paid only up to such day of layoff. If a person is sick at the time of recall from layoff, sick leave will only be paid if the illness is the same continuing one that existed at the time of the layoff.
- 21.09 The Employer will maintain all documentation relating to work restrictions and/or accommodation needs in a confidential medical file in Human Resources until such time as it is no longer reasonable to keep such information.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### *General*

- 22.01 Subject to the written approval of the University Librarian/University Archivist, any employee may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed 6 months because of personal illness or 12 months for valid personal reasons. The seniority date of an employee who has

taken a general leave of absence pursuant to this Article will be adjusted if the leave of absence was for a period of more than 30 consecutive calendar days.

#### *Union Leave*

22.02 Leave of absence without pay and without loss of seniority will be granted to employees elected or appointed to represent the Union at Union conventions, conferences, training or seminars. Such time shall not exceed 20 working days for any one individual or 50 working days for the whole bargaining unit in any calendar year. The Union will endeavour to request such leave with as much advance notice as is practicable, normally at least 10 working days in advance.

22.02.1 The Employer agrees that 2 employees will be granted leave of absence with pay for 5 working days each to attend the biennial National Convention of the Canadian Union of Public Employees.

22.02.2 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority for up to a period of 1 year in the case of selection and up to 2 years in the case of election.

#### *Bereavement*

22.03 In the event of a death in an employee's immediate family or in the event of a death of a close relative, leave at full pay will be granted for a period of up to 5 working days. This includes time for travel, attending the funeral and involvement in funeral arrangements and affairs. Notwithstanding the foregoing, in the case of the death of an employee's parent, spouse, partner, child, mother-in-law, father-in-law, grandparent or grandchild the employee shall be granted leave of absence with pay of 5 working days.

#### *Jury or Witness Duty*

22.04 Employees shall suffer no loss in wages while serving as subpoenaed witnesses or for jury duty during regular working hours. The Employer shall not deduct any payments that might be received for carrying out such duties. In the case of serving as a subpoenaed witness, the employee is expected to report to work if there are 3 or more hours remaining on his/her shift.

#### *Moving Day*

22.05 The Employer may grant up to 1 day of leave with pay per calendar year to an employee who is moving from their principal residence to another in the local area.

#### *Training*

22.06 Where the Employer requires that any educational course be undertaken, leave of absence with pay shall be granted along with payment of course-related costs. Employees are encouraged to advise the Employer of job-related courses. Permission to attend such courses shall not be unreasonably withheld and where permission is granted, this

Article shall apply in its entirety. If the employee must attend the course at time outside his/her normal hours of work, any hours so spent shall be considered as banked time to be taken at a mutually convenient later date.

*Staff Benefits*

22.07 When an employee has been granted leave of absence without pay for a period of more than 30 consecutive calendar days, the Employer shall discontinue its share of any premiums or contributions to any of the staff benefit programmes. However, the employee can make arrangements with Human Resources for continuation of any such plans by paying the full premium or contribution him/herself.

*Special*

22.08 Leave with pay will be granted up to a maximum of 5 full working days in any calendar year for certain designated causes such as serious illness in the family, a medical or dental appointment or other such infrequent emergency.

*Tuition Assistance Program*

22.09 Continuing employees covered by this Collective Agreement are covered by the University's Tuition Assistance Program as described in Appendix F.

FAMILY LEAVE

*Supported Maternity Leave*

22.10 Supported Maternity leave is a leave from work of up to 20 weeks with top-up as outlined below. To qualify for supported maternity leave, an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer. Eligible employees will receive the top-up provisions specified below with the understanding that the employee is expected to work for the University for at least 6 months following the date of her return from her paid maternity leave (including additional leave such as parental leave or a leave of absence without pay after maternity leave).

22.10.1 Leave allowance as follows:

a) (Weeks 1 & 2): A payment equivalent to 100% of the employee's normal basic earnings for the first 2 weeks of the maternity leave;

b) (Weeks 3 to 17): For the next 15 weeks of the maternity leave, the employee will receive from the University, a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee is expected to receive if she qualifies for EI benefits.

c) (Weeks 18 to 20) A payment equivalent to 100% of the employee's normal basic earnings for the remaining 3 weeks of the maternity leave;

- Any period of leave beyond this 20 weeks is unsupported and falls under the provisions of Unsupported Parental Leave or Leave of Absence Without Pay.
- 22.10.2 During the period of the supported maternity leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay her share of the costs of the benefit plans in which she is enrolled during the full term of the leave.
- 22.10.3 Supported maternity leave may be initiated by the employee at any time within 8 weeks of the expected delivery date.
- 22.10.4 Both seniority and vacation entitlement continue to accrue while the employee is on maternity leave. Upon return to work the employee will be entitled to the same amount of vacation days as if she had worked. With the permission of the Department Head, this time may be added on to the end of the supported maternity leave.
- 22.10.5 Unusual pregnancy or birth situations may occur where the normal application of this Article may be inappropriate. Such special cases should be reviewed with the Employee Relations Unit of Human Resources.
- 22.10.6 Upon return to work the employee is to return to her previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.
- 22.10.7 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for paid maternity leave including the date the leave will commence and the expected date of return to work.
- 22.10.8 At least one month prior to return to work, the employee should advise her Department Head, or designate, of her intent to return.
- 22.10.9 An employee who does not meet the eligibility requirements for Supported Maternity Leave may still meet the criteria for Unsupported Maternity Leave. All payments made under this policy must be in accordance with Service Canada Regulations.

*Unsupported Maternity Leave*

- 22.11 In accordance with the *Employment Standards Act*, employees who have accrued at least 13 weeks of continuous service preceding their estimated date of delivery are entitled to an unsupported maternity leave.
- 22.11.1 Upon written request to the Department Head or his/her designate, unsupported maternity leave of up to 17 weeks duration shall be granted to the employee.
- 22.11.2 An employee may begin her unsupported maternity leave up to 17 weeks before the expected date of delivery.

- 22.11.3 Any period of leave beyond this 17 weeks is also without pay and falls under the provisions of Unsupported Parental Leave or Leave of Absence without pay.
- 22.11.4 During the period of unsupported maternity leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay her share of the costs of the benefit plans in which she is enrolled during the full term of the leave.
- 22.11.5 Both seniority and vacation entitlement continue to accrue while the employee is on maternity leave. Upon return to work the employee will be entitled to the same amount of vacation days as if she had worked. With the permission of the Department Head, this time may be added on to the end of the maternity leave.
- 22.11.6 Upon return to work the employee is to return to her previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.
- 22.11.7 An employee who does not meet the eligibility requirements for unsupported maternity leave shall be granted upon written request a Leave of Absence Without Pay.
- 22.11.8 Employees eligible for unsupported maternity leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.
- 22.11.9 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for maternity leave including the date the leave will commence and the expected date of return to work. At least one month prior to return to work, the employee should advise her Department Head, or designate, of her intent to return.

*Supported Parental Leave*

- 22.12 Supported Parental Leave is a leave from work of up to 15 weeks with top-up as specified below. To qualify for supported parental leave, an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer. The paid leave must be taken within 52 weeks of the birth of the baby or when the child first comes into the custody or care of the parent. The maximum duration of the supported leave shall be 15 weeks. An employee who takes supported parental leave is subject to the same rights and obligations as those granted for Supported Maternity Leave with the following amendments.
- 22.12.1 Payment for Weeks 1 and 2 shall be dependent on whether the employee is required to serve a waiting period under EI regulations. If the employee is required to serve a waiting period of two weeks (a)(i) below will result. If the employee is not required to serve a waiting period, (a)(ii) below will result.

(a) (Weeks 1 & 2)

i) A payment equivalent to 100% of the employee's normal basic earnings for the first 2 weeks of the parental leave;

or

ii) the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance benefit the employee is expected to receive if he/she qualifies for EI benefits.

(b) (Weeks 3 to 15)

For the next 13 weeks of the parental leave, the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance benefit the employee is expected to receive if he/she qualifies for EI benefits.

22.12.2 Under the *Employment Standards Act*, Supported Parental Leave with pay falls under the provisions of Parental Leave and therefore a further period of leave without pay may be available to parents. Any period of leave beyond that shall fall under the provisions of the Leave of Absence without Pay.

22.12.3 Supported Parental Leave may commence any time after a birth or adoption takes place providing it is completed within fifty-two weeks after the birth of the baby or when the baby first comes into the custody or care for the first time.

22.12.4 Where both parents are employees of the University either or both may be eligible for supported parental leave. Where Supported Maternity leave has been granted, the total leave with pay shall be 20 weeks. In other cases the total paid leave shall be up to 15 weeks each and either or both employees may choose to apply for the supported parental leave.

22.12.5 An employee who does not meet the eligibility requirements for supported parental leave may still meet criteria for an unsupported Parental Leave.

22.12.6 The employee should make written application to the Department Head, or designate, for supported parental leave at least one month in advance of the date the child's birth or when the child is expected to come into the care, custody and control of the parent for the first time. Written notice should include the expected date the leave is to commence and expected date of return to work.

22.12.7 In cases where the exact date of the child's arrival is unknown, the employee should keep their Department Head or his/her designate advised of the proceedings.

22.12.8 At least one month prior to return to work, the employee should advise his/her Department Head, or designate, of his/her intent to return. In cases where the parental leave is an extension of the employee's maternity leave, the notice should take place at the same time as the application for maternity leave.

- 22.12.9 During the period of the parental leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay his/her share of the costs of the benefit plans in which he/she is enrolled during the full term of the leave.
- 22.12.10 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.
- 22.12.11 Both seniority and vacation entitlement continue to accrue while the employee is on parental leave. Upon return to work the employee will be entitled to the same amount of vacation days as if he/she had worked. With the permission of the Department Head, this time may be added on to the end of the parental leave.
- 22.12.12 Eligible employees will receive the top-up and benefits provisions specified above on the understanding that the employee is expected to work for the University for at least 6 months following the date of his/her return from supported leave (including any additional unsupported leave).
- 22.12.13 All payments under this Article must be in accordance with Employment Insurance regulations and this collective agreement.

*Unsupported Parental Leave*

- 22.13 An employee who has been employed with Queen's University for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time (e.g., adoption), is entitled to a 37 week unsupported parental leave.
- 22.13.1 Both parents will be eligible to take unsupported parental leave. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 22.13.2 Where both parents are employees of the University, both parents may take unsupported parental leave at the same time.
- 22.13.3 Unsupported Parental leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a maternity leave must begin when the maternity leave ends. For partners and adoptive parents, parental leave must commence no later than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 22.13.4 The amount of unsupported parental leave available to an employee will change if the employee has taken a supported parental leave as this type of leave falls under the umbrella of parental leave as outlined in the *Employment Standards Act*.



- 22.13.5 During the period of the parental leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay his/her share of the costs of the benefit plans in which he/she is enrolled during the full term of the leave. Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary. Both seniority and vacation entitlement continue to accrue while the employee is on parental leave. Upon return to work the employee will be entitled to the same amount of vacation days as if he/she had worked.
- 22.13.6 With the permission of the Department Head, this time may be added on to the end of the parental leave. Employees eligible for unsupported parental leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.
- 22.13.7 An employee shall provide his/her Department Head, or designate, with as much advance notice as possible of the request for parental leave. In cases where the parental leave is an extension of the employee's maternity leave, the notice should take place at the same time as the application for maternity leave. At least one month prior to the leave, an employee should give written notice of request for parental leave to his/her Department Head or designate including the date the leave is to commence and the expected date of return to work.
- 22.13.8 At least one month prior to return to work, the employee should advise his/her Department Head, or designate, of his/her intent to return. Should the employee wish to change the date of his/her return to work, at least one month's written notice to the Department Head or designate is required.

*Extension of Family Leave*

- 22.14 Subject to the written approval of the University Librarian/University Archivist, which shall not be unreasonably refused, an employee who has completed her maternity and parental leaves may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed 17 weeks.
- 22.15 While an employee is on maternity leave, the replacement procedure shall be as follows:
- a) The senior employee within that department, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the maternity leave. Should there be no employee in the department who is willing and able to fill the vacancy, then the position shall be offered to a member of the bargaining unit who has previously performed the duties for a minimum of 4 months. In the event that this is not possible, then the position shall be offered to the most senior candidate in the bargaining unit who possesses the qualifications, ability and willingness

necessary to perform the job. Should the above be unsuccessful, the replacement will be hired externally.

b) Upon return from maternity leave, the employee shall be placed in the position she held prior to going on maternity leave. If an employee on maternity leave decides not to return at the end of her leave, that position shall then be posted.

*Senate Library Committee*

22.16 The Union shall select or elect a member of the Union to be present at meetings of the Senate Library Committee and such attendance shall be without the loss of salary during regular working hours.

*Qualification Points*

22.17 Any employee who is granted a leave of absence without pay exceeding 20 working days will not accumulate qualification points except for leave for maternity or Union business.

*Reservist Leave*

22.18 An employee who is a military reservist is entitled to take a leave of absence without pay if he or she is deployed to a Canadian Forces operation outside Canada or to a domestic Canadian Forces 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).

22.18.1 In order to be eligible to commence a reservist leave, the employee must have been employed by the University for at least 6 consecutive months.

22.18.2 Subject to the University's right to postpone reinstatement in accordance with the *Employment Standards Act*, an employee on a reservist leave is entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. The period of an employee's reservist leave will be included in determining the employee's length of employment, length of service and seniority, but will not be included in determining whether the employee has completed his/her probationary period.

**ARTICLE 23- JOB CLASSIFICATIONS**

23.01 Typical Generic Position Descriptions which include minimum qualifications and corresponding points for Library Technician 2 through 6 have been developed jointly by the Employer and the Union and shall be considered part of this Agreement.

23.01.1 A description for each specific position shall be written by the Employer with consultation with the employee who is the incumbent. Each specific position description shall be reviewed by the Union/Management Committee and shall be

compared with the Generic Descriptions to determine its appropriate salary classification. If there is disagreement as to the description or the salary classification, such dispute may be resolved through the Grievance Procedure.

- 23.02 During the term of this agreement should the Employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Appendix A, the appropriate rate of pay for such position shall be discussed by the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the dispute shall be submitted to arbitration in accordance with the grievance and arbitration provisions of this Agreement.
- 23.03 In the future should there be any other programmer analyst or programmer positions required in the library, these positions will be posted within the jurisdiction of the bargaining unit and the appropriate salary ranges will be developed.
- 23.04 The memorandum of agreement regarding generic descriptions, dated March 31, 2009, shall form part of this Agreement.

#### **ARTICLE 24 - STAFF BENEFIT PLANS**

- 24.01 The University maintains the master contracts or plan texts. The Union will be provided with a copy of either upon request.

The Employer shall continue to make available to the employees the plans as outlined below in accordance with the policies and regulations for and regarding such plans as laid down by the Employer. This shall include Long-Term Disability Insurance, Life Insurance, Semi-Private Hospital, Supplementary Medical, and the Revised Pension Plan of Queen's University. Should it intend to amend or change any of the said plans, the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

a) (i) **Revised Pension Plan of Queen's University** (the "Pension Plan"): The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Pension Plan's actuaries. Such contribution shall be in accordance with the requirements of the Ontario *Pension Benefits Act*, RSO 1990, c P.8, as amended from time to time (hereinafter, the "*Pension Benefits Act*") and also shall not exceed the maximum amount that is permitted under the *Income Tax Act*, RSO 1990, c P.8, as amended from time to time (hereinafter, the "*Income Tax Act*").

(ii) The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement signed August 6, 2011 and to reflect required employee money purchase contribution rates as follows:

Effective Date	Jan. 1, 2012	July 1, 2012	Jan. 1, 2013	July 1, 2013	Jan. 1, 2014
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	5.0%	5.5%	6.0%	6.5%	7%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	6.6%	7.2%	7.8%	8.4%	9%

b) **Long Term Disability Income Plan:** (100% paid by Employee)

(i) Any new full-time continuing employees in C.U.P.E. Local 1302 will be required, unless otherwise adequately covered, to enrol in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member in C.U.P.E. Local 1302 is placed on LTD his/her position will be held for a period of up to 3 years.

(ii) Employees age 65 and over are not eligible for coverage under this plan, so employees are not required to remain enrolled in the LTD plan 6 months prior to their 65th birthday.

(iii) The Union will be notified by the Employer when LTD application documents have been sent to an employee.

c) **Group Life Insurance:** (55% paid by Employer and 45% paid by Employee).

d) **Queen's Supplementary Medical Plan:** (100% paid by Employer) The Supplementary Medical Plan includes a Vision Care Benefit with a maximum limit of \$250.00 per person every 2 years..

24.03 **Dental Plan:** The Employer will continue to make available on a compulsory basis to all eligible employees who are not covered on an alternate plan a dental plan as described in Appendix E. Effective July 1, 2011 the Employer agrees to pay 100% of the Dental plan premium at current ODA rates minus one year

## ARTICLE 25 - UNION/MANAGEMENT COMMITTEE

25.01 It is agreed that a joint committee will be established with 4 designated representatives from each of the Union and the Management. This Committee shall meet as required at a mutually convenient time and date. This committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee shall be to exchange views on matters which may help to promote improvement in the functions of the Library/Archives and the welfare of its employees. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement. Such

matters shall be handled by the Bargaining Committee as defined in Article 9. Where possible, agendas of matters for discussion will be exchanged by the Union and the Employer at least 5 working days prior to the meeting.

#### **ARTICLE 26 - TECHNOLOGICAL OR OTHER CHANGES**

- 26.01 In this Article "technological change" means the introduction and use in the workplace of new machines or equipment which result in significantly different work duties.
- 26.01.1 In this Article "organizational change" means a change in the size, composition or reporting relationship of any work group.
- 26.01.2 In this Article "operational change" means a significant alteration in work patterns, methods or processes, including the building where the work in question is performed.
- 26.02 The Employer shall notify the Union at least 6 months before the introduction of any major technological change which will affect the level or function of any group of employees.
- 26.02.1 The Employer will report to the Union Management Committee as soon as possible, but not later than 3 months after the notice being given, on the specific steps which will be taken to protect the employees.
- 26.03 The Employer shall notify the Union at least 3 months before the introduction of any organizational or operational changes which will affect the function of any employee or reduce his/her level.
- 26.03.1 The Employer will report to the Union Management Committee the specific steps which will be taken to protect the employees concerned from any adverse effects of the changes at least 2 months prior to any of the changes being incorporated.
- 26.04 Should technological, organizational or operational change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of his/her position or a new position created by the changes covered in Article 26.01, the affected employee shall promptly receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere up to one week in length at the cost of the Employer.
- 26.05 An employee who is displaced from his/her regular position because of technological, organizational or operational change will suffer no reduction in normal earnings and shall remain employed in a position covered by this Collective Agreement.
- 26.05.1 The employee who is displaced will automatically be considered before posting any vacancy which becomes available at the same level or one level lower if the employee has the required minimum qualifications for the vacant position. The employee shall

have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position at the same level or at one level lower for which he/she is qualified.

- 26.05.2 In the event that a displaced employee is awarded a position at a lower salary level, he/she may continue to apply for positions at the higher salary level which was previously held, and Article 15.07 shall not apply in this case.
- 26.05.3 Employees who are "purple circled" as of the date of ratification of the Collective Agreement shall remain purple circled until June 30, 2014. The definition of purple circled is that where the individual has been placed in a lower level classification and the individual's current salary exceeds the new range maximum, the employee will receive the annual scale increase only.
- 26.05.4 An individual who is placed in a lower level classification after the date of ratification of the Collective Agreement shall suffer no reduction in wages, however their salary shall be "red-circled" and frozen until their salary comes back into line with their new range maximum.
- 26.06 Should a group or part of a group of employees and their positions in one unit or section be displaced because of technological, organizational or operational change, all employees in the affected group will be given the opportunity to volunteer for transfer to other available work. Failing a sufficient number of volunteers, employees will be transferred in reverse order of seniority, with the same rights as stated above.
- 26.07 The work of any position that has been or will be declared redundant will not be contracted out.

## **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

### **27.01 *Monthly Salary***

The Employer shall pay salaries on a monthly basis in accordance with the salary schedule attached hereto and forming part of this Collective Agreement by dividing the annual salary by 12.

### **27.02 *Meal Allowance***

Where an employee is required to work more than one hour overtime beyond his/her normal quitting time, and has been required to stay at the University rather than go home for a meal, he/she shall be reimbursed for any expense up to a maximum of ten dollars (\$10.00) per meal.

### **27.03 *Taxi Voucher***

If an employee is called into work between 7:00 p.m. and 7:00 a.m. or if normal hours of work or overtime hours end during this time, arrangements for taxi vouchers will be made by the Employer.

27.04 *Equal Pay*

The principle of equal pay for equal work shall apply regardless of sex.

27.05 *Acting Pay*

When an employee temporarily substitutes and performs the major duties of a higher graded position for a period in excess of 10 working days, he/she shall receive acting pay for the full period while filling the temporary position. When an employee is temporarily promoted from one grade to another he/she shall be placed in the step of the new grade which produces an increase of at least \$500 per year. In no case will the new rate exceed the maximum for the grade. It is understood that the employee shall receive the points related to the level of the position in which they are acting

27.06 *Union Notices*

The Employer agrees to provide space on the bulletin boards marked "Local 1302, C.U.P.E." and by means of electronic mail for notices of official Union meetings, on the understanding that such notices will be in keeping with the general spirit and intent of the Collective Agreement.

27.07 *Collective Agreement*

The Employer agrees to print and supply sufficient copies of the Collective Agreement for the Union and its members.

27.08 *Official Correspondence*

All official correspondence arising out of this Agreement, or incidental thereto, shall pass to and from the Director, Employee and Labour Relations in Human Resources and the Secretary of Local 1302, C.U.P.E.

27.09 It is agreed that employees will have access to the School of Physical and Health Education facilities in accordance with the policies and regulations as laid down by the University.

27.10 The Employer and the Union agree that all Appendices attached hereto form a part of this agreement.

**ARTICLE 28 - HEALTH AND SAFETY**

28.01 It is agreed that the Employer and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

28.02 The University's approach to health and safety matters is governed by the provisions of the *Occupational Health and Safety Act* and its regulations. The Union will provide a representative on the Health and Safety Committees formed under the *Occupational Health and Safety Act*. This representative shall not suffer a loss in pay for time spent

attending meetings of the committee and carrying out duties as a worker representative.

28.03 The University will provide the employee and the Union with a copy of all forms completed as required in relation to a claim for benefits under the *Workplace Safety and Insurance Act, 1997*, SO 1997, c 16, Sch A, as amended from time to time (hereinafter, the “*Workplace Safety and Insurance Act*”).

28.04 **Domestic Violence:** The University acknowledges its obligation pursuant to the new Domestic Violence provisions under 32.0.4 of the *Occupational Health and Safety Act*.

#### *Video Display Terminals*

28.05 The Employer recognizes the importance of taking precautions to ensure that employees who use video display terminals on a continuous basis in their work are protected from serious risk to their health. To achieve this objective, the Employer will consult actively with the employees concerned and with the Union on these matters.

28.05.1 Each new video display terminal or a machine which has suffered a hardware malfunction shall be tested to measure dangerous emissions of x-rays and electromagnetic radiation. The results of the test of each machine shall be provided to the Joint Health and Safety Committee.

28.05.2 An employee who uses a video display terminal on an extensive basis may request, and shall be granted, alternate duties during the last one-half ( $\frac{1}{2}$ ) hour before the end of the regular shift. All employees shall be encouraged to structure their work day, where possible to ensure variation between terminal and non-terminal work.

28.05.3 A pregnant employee whose job duties involve the major use of a video display terminal for most of her work may request, and shall be granted, priority in filling temporarily any vacant position which does not involve a major use of a terminal at her current salary level. In the event there is no suitable vacancy, every attempt will be made to accommodate the employee by rearrangement of duties within the department. The pregnant employee will return to her original position following her maternity leave.

28.05.4 Each employee whose duties involve a major use of video display terminals shall be eligible for an eye examination, including tests for cataracts, when he/she assumes such a position and once per year thereafter. The advisability of more frequent examinations will be investigated and implemented if necessary at the Employer's expense.

28.06 The Employer shall notify the Union's Health and Safety representative immediately of all accidents to bargaining unit members which require medical attention. In the event that the Union's Health and Safety Officer cannot be reached, the President of the



Local will be notified immediately. The representative shall have an opportunity to investigate and shall have access to accident reports. The Union shall also have the right to appoint an alternate.

- 28.07 The Employer agrees to recognize and deal with a return to work representative as designated by the Union.

**ARTICLE 29 - DURATION OF AGREEMENT**

- 29.01 The term of the Collective Agreement shall be July 1, 2014 to June 30, 2018. Either party to this Agreement may, not more than 90 days and not less than 30 days prior to June 30, 2018, present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement, and a conference shall be held within 20 days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by June 30, 2018 this Agreement and all its terms with the exception of Article 8 will continue in force and effect until a new Agreement is reached.

**APPENDIX A - LIBRARY TECHNICIAN SALARIES****YEAR ONE** - Effective July 1, 2014:

As soon as practicable, but no later than ninety (90) days following ratification of this Agreement, each employee who was employed in the bargaining unit on July 1, 2014 and who remains employed in the bargaining unit on the date of ratification will receive a one-time lump sum payment in the gross amount of \$750, less applicable deductions and remittances.

**YEAR TWO** – Effective July 1, 2015:

## Step Increase

- (a) All employees who have not yet reached the top wage rate in their classification will progress one step.

## Scale Increase

- (b) A scale increase of 1% will be applied to the 2015/2016 salary grid.
- (c) The 2015/2016 salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2015								
Grade	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
LT2	37,435	38,229	39,044	40,234	41,449	42,276		
LT3	38,857	39,657	40,472	41,306	42,164	43,353	44,654	45,546
LT4	46,275	47,280	48,312	49,376	50,592	52,108	53,150	
LT5	52,482	53,738	55,030	56,355	57,568	59,294	60,479	
LT6	55,042	56,375	57,740	59,151	60,369	62,176	63,422	

**YEAR THREE** - Effective July 1, 2016 the following adjustments will be made in the order shown:

## Step Increase

- (a) All employees who have not yet reached the top wage rate in their classification will progress one step.

## Scale Increase

- (b) A scale increase of 1.25% will be applied to the 2015/2016 salary grid.
- (c) The 2016/2017 salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2016								
Grade	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
LT2	37,903	38,707	39,532	40,737	41,967	42,804		
LT3	39,343	40,153	40,978	41,822	42,691	43,895	45,212	46,115
LT4	46,853	47,871	48,916	49,993	51,224	52,759	53,814	
LT5	53,138	54,410	55,718	57,059	58,288	60,035	61,235	
LT6	55,730	57,080	58,462	59,890	61,124	62,953	64,215	

#### **YEAR FOUR**

**YEAR FOUR** - Effective July 1, 2017 the following adjustments will be made in the order shown:

##### Step Increase

- (a) All employees who have not yet reached the top wage rate in their classification will progress one step.

##### Scale Increase

- (b) A scale increase of 1.25% will be applied to the 2016/2017 salary grid.
- (c) The 2017/2018 salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2017								
Grade	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
LT2	38,377	39,191	40,026	41,246	42,492	43,339		
LT3	39,835	40,655	41,490	42,345	43,225	44,444	45,777	46,691
LT4	47,439	48,469	49,527	50,618	51,864	53,418	54,487	
LT5	53,802	55,090	56,414	57,772	59,017	60,785	62,000	
LT6	56,427	57,794	59,193	60,639	61,888	63,740	65,018	

#### **Administrative Procedures**

- a) When an employee is promoted from one grade to another he/she shall be placed in the step of the new grade which produces an increase (in full-time base rate) of at least \$500.00 per year.
- b) The normal starting salary for employees moving into the positions of Driver or Secretary will be that of LT3 Step Three.

- c) When an employee transfers voluntarily to a position at a lower grade, he/she shall be placed in the step of the new grade which does not provide a salary increase.

**APPENDIX B - POINTS FORMULA BASIS**

	Point Weights
1. Ontario Secondary School Graduation Diploma (Ontario year); or equivalent <ul style="list-style-type: none"> <li>• subtract 2.5 points for each year of secondary school less than above.</li> </ul>	10
2. Ontario Secondary School Graduation Diploma (Honours), (Ontario Year 5); or equivalent <ul style="list-style-type: none"> <li>• acceptance as a mature student (i.e., after successful completion of one full course at Queen's) will be considered the equivalent of holding the OSSGD(H).</li> </ul>	13
3. Business college diploma, or teacher training certificate, equivalent to one academic year of full-time study <ul style="list-style-type: none"> <li>• qualification points will not apply until after one year of Library/Archives Service.</li> </ul>	3
4. Community Colleges, Colleges of Applied Arts and Technology and Diploma in library or archives technology, per course completed (maximum of 7.5 points) <ul style="list-style-type: none"> <li>• qualification points will not apply until after one year of Library/Archives Service.</li> </ul>	1
5. University degree (Bachelor's) acceptable to a Canadian university for further study. <ul style="list-style-type: none"> <li>• maximum together with secondary school is 26 points</li> <li>• qualification points accruing from university credits will not apply until after one year of Library/Archives Service</li> </ul>	13
6. University courses (as above), per course completed (1) and (½) point for completion of ½ course (no degree, maximum of 13) <ul style="list-style-type: none"> <li>• university courses taken after completion of a university degree or degrees beyond the first Bachelor's degree do not count for extra point credit, as the total number of points which may be allocated for education is 26</li> <li>• qualification points accruing from university courses completed prior to entry into the bargaining unit will not apply until after one year of Library/Archives Service.</li> </ul>	1
7. Language other than English (fluent reading/speaking knowledge) where required by duties and specified in position description.	7.5

8. Full-time relevant outside experience, points per year according to entry level and decrease at the same rate as experience in Queen's University Libraries or Queen's University Archives accrues
- LT2 maximum points 6 (1 year), decrease at 4 points per year
  - LT3 maximum points 10 (1.5 years), decrease at 5 points per year
  - LT4 maximum points 15 (2 years), decrease at 6 points per year
  - LT5 maximum points 21 (2.5 years), decrease at 7 points per year
  - LT6 maximum points 28.
9. Queen's Library or Queen's Archives experience, per year, at level 1 (prior to May 1, 1985, when level 1 was eliminated) 3
10. Queen's Library or Queen's Archives experience, per year, level 2 4
11. Queen's Library or Queen's Archives experience, per year, at level 3 5
12. Queen's Library or Queen's Archives experience, per year, at level 4 6
13. Queen's Library or Queen's Archives experience, per year, at level 5 7
14. Queen's Library or Queen's Archives Library experience, per year, at level 6. 8
15. Minimum point scores for individual grades of Library Technicians:  
 LT2- n/a  
 LT3- 16  
 LT4- 26  
 LT5- 38  
 LT6- 50
16. Qualification points will accrue on a pro-rata basis for part-time, temporary and continuing term employees.

NOTE: Situations which are not covered by the above Formula or which leave room for doubt will be resolved individually by the Union/Management Committee.

**APPENDIX C - E.F.A.P.**

C.U.P.E. Local 1302 shall elect or appoint its representative to the joint E.F.A.P. administrative committee, established by the University, for the purposes of implementing and monitoring an Employee and Family Assistance Program.

## **APPENDIX D - SELF-FUNDED LEAVE PLAN**

### **General**

1. Recent amendments to the *Income Tax Act* have allowed Queen's to establish a plan which will provide tax relief to Employees who wish to self-fund a leave of absence.
2. This document describes the general terms, and administration of a self-funded leave plan. The precise terms and conditions governing the plan are set out in a formal agreement which the Employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this document or in the formal agreement with the Employee, conflicts with the *Income Tax Act* or any other legislation, that legislation shall take precedence.
3. The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the *Staff Policy Manual*, or the Collective Agreements between the University and its Bargaining Units.
4. Under this plan, a part of an Employee's salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only 75% of his/her normal salary. The remaining 25% would be held in an interest-bearing trust for the Employee. In year four, the Employee would go on leave of absence and receive the amounts which had been set aside in the previous years. (The 75%/25% are used to illustrate how the program works.) The Employee has many options for the deferred amount and the length of the leave. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions*.
5. The tax advantage to this program is that the Employee may earn income in one year, but not pay tax on that income until a subsequent year. Also, by receiving 75% of full-time salary for four years instead of 100% salary for three years, the Employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

### **Terms and Conditions**

1. The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing the leave of absence, the Employee must return to the University for a period equal to or greater than the duration of the leave.



2. Deferral of salary may not exceed 33.33% of earned salary. The Employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the Employee. Interest, based on the Bank of Montreal Savings Account rate, will be paid to the Employee in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the individual's personal tax return for that year even though he/she has not received payment. The amount of interest earned will be reported to the Employee on a T5 form each year.
3. The leave must be at least 6 months, and no longer than 1 year. The leave must start within 6 years of the date of the first deferral.
4. During the years that an Employee is participating in the self-funded leave plan, CPP must be based on actual earnings and EI on nominal earnings which, using our earlier example would be 75%. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay his/her share of the premiums for their chosen benefit coverage.
5. Leaves must be taken at the end of the deferral period. The Employee may not, for example, take a leave in year two and then pay the University back over the next three years.
6. During the leave, the individual may not be employed by the University in any capacity, even if that employment is casual and unrelated to his/her normal duties.
7. It is expected that an individual will continue to be committed to his/her plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan prior to taking his/her leave of absence, provided that he/she notifies the Department Head and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the Employee upon withdrawal. Withdrawal from the plan does not prevent the Employee from entering a new plan at a later date.

### Eligibility

1. The plan is available to all Union and Non-Union support staff with a continuing appointment with the University.

### Application Process

1. Initial approval must be given by the Employee's Department and final approval given by the appropriate Dean or Vice-Principal. Denial at either stage shall not be considered a violation of the agreement. However, approval will not be unreasonably denied.

### Other Matters

1. On return from leave, an Employee shall be assigned to the same position, or an alternative position mutually agreeable to the Employee and the University at the same level as that held prior to going on leave. An Employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the Employee to their former position or an alternate position after the completion of their leave.
2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.
4. Should an Employee die while participating in the plan, any balance in the Employee's account at the time of death shall be paid to the Employee's estate.
5. An Employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last 5 years before retirement should take care to look into the implications of doing so.
6. Participation in the plan shall not enlarge or establish any rights to employment with the University which the member did not formerly possess as an employee of the University.
7. No amendment to the plan initiated by the University shall operate to reduce the benefits accruing to Employees who are enrolled in the plan at the time of amendment.

8. This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources. Questions regarding the Pension Plan should be addressed to Pension, Investments and Insurance.

Regulations governing this plan are available on request.

This plan shall remain in effect for the Term of this collective agreement.

## **APPENDIX E - DENTAL PLAN**

A dental plan will be in effect for all eligible employees and dependents. This includes employees who are either full-time, part-time with continuing appointments, term appointments of more than 1 year, or a Reduced Period of Responsibility appointment. Eligible dependents include spouse and children under 21, or under age 25 if in school.

The following are covered under the plan:

- oral examinations (one per six months)
- dental X-rays (bitewings twice per year, full mouth once per 24 months)
- scaling and polishing (two per year)
- fluoride treatment and oral hygiene instructions (once per six months)
- space maintainers for children under 13
- pit and fissure sealants for children (ages 6 to 16)
- amalgam, silicate, acrylic or composite fillings
- retentive pins and cement restorations
- stainless steel and polycarbonate crowns for children under 13
- minor surgical extractions and miscellaneous surgical procedures
- anaesthesia and sedative dressings
- endodontic services (root canal therapy)
- periodontal services (treatment of gum disease)
- denture adjustments, repairs, relining and rebasing

The above plan includes major restorative coverage at 75% co-insurance, with an annual maximum of \$3,000.00 per person. Details regarding the procedures that are included in the major restorative coverage will be available in Human Resources.

The above plan includes orthodontic coverage at 50% co-insurance with a lifetime maximum of \$2,000.00 per person. Coverage does not apply to dependent children under the age of six.

## **APPENDIX F - TUITION ASSISTANCE PROGRAM**

### Policy

The Tuition Assistance Program supports Queen's commitment to the development of employee skills and abilities. Departments are asked to endorse employees who wish to enrol in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

The Tuition Assistance Program is divided into 2 components - the Educational Development Fund which pays tuition fees for Queen's credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of \$400 per year) for work-related courses at other recognized educational institutions.

### Procedures

#### **Educational Development Fund (Queen's credit courses)**

### Eligibility

Within the limits defined by this policy, all eligible Queen's University employees are entitled to have the payment of tuition fees for Queen's credit courses waived at the time of registration. Eligibility for tuition payment waiver will commence after 1 year of continuous employment at Queen's University. Generally, eligibility includes:

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more; members of C.U.P.E. Local 229, 254 and 1302;
- other employees (e.g., librarians, archivists) with continuing and term appointments of 40% time or more;
- academic and adjunct academic staff as defined in Article 12 of the QUFA collective agreement with appointments of 40% time or more.

Individuals employed on contracts who are not considered as part of the general staff (e.g., post doctoral fellows, visiting researchers and scholars, undergraduate and graduate students, academic assistants and instructors, adjunct academic staff, and casual staff) are not eligible for tuition payment waiver under this policy.

Certain units occupying space on the campus of Queen's University are not subject to this policy. For a current listing of affiliated organizations, please refer to the Human Resources website ([www.hr.queensu.ca](http://www.hr.queensu.ca)). The individuals employed by these organizations are not Queen's employees.

Eligibility for tuition payment waiver will be confirmed by Human Resources at the time of course registration and is based on the employee's employment status during the course offering.

### Access

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be prorated to correspond with an employee's terms of appointment. For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full-credit undergraduate Arts & Science courses.

Fees for students in a graduate degree program are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to 5 years of continuous registration for a master's degree program and 7 years of continuous registration for a doctoral degree program. Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the Department Head, employees (continuing and term) may have a maximum of 3 hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the Department Head. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the Employee's normal working hours, release time from work will be granted.

For contract employees, time taken for courses during normal working hours (to the maximum of 3 hours per week) shall be made up at times agreeable to the P.I., unless this requirement is waived by the P.I. (e.g., because the course is directly job-related).

### Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to 5 full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students) times the percentage of the employee's appointment. When an employee accesses the Educational Development Fund, their record in the tuition assistance tracking system will be reduced until it reaches a zero balance. Once an

employee's record reaches zero, s/he will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their record in the tracking system will be reduced by the course fee, in line with the University's drop policy. If an employee fails a course, the full tuition fee will be deducted from their record. The employee will not be required to pay any course fees for dropped or failed courses unless their record in the tracking system is at zero.

Records in the tuition assistance tracking system will be refreshed each September.

An employee may not transfer or carry forward any unused amounts in his/her record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

### Enrolment

- In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver form. This can be obtained from the Organizational and Development Learning Unit in Human Resources.
- The same application/registration procedure is required of employees as for any other student.
- Obtain the application/registration materials from the appropriate Faculty office.
- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver form.
- Early application/registration is advisable.

Questions about registration requirements should be directed to the appropriate Faculty office.

### Exclusions

Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are not covered under this policy and payment of such fees are the responsibility of the employee.

Employees in graduate courses will be assessed activity fees by the Society of Graduate and Professional Students. Opting out on payment of these fees is the responsibility of the employee. These fees are not covered under this policy.

## Other

All admission and registration requirements are the same as those for regular students. In addition, staff are subject to the same academic and fee assessment criteria as outlined in the Faculty calendars.

Questions regarding the Educational Development Fund should be directed to the Organizational and Development Learning Unit in Human Resources.

## **Professional Development Fund Eligibility**

### Eligibility:

All eligible Queen's University employees, as previously defined under the "Educational Development Fund" are entitled to reimbursement of their tuition fees (to a maximum of \$400 per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending their employees to such programs may pay these fees from their departmental budgets.

### Access

Eligible employees will be reimbursed external tuition fees to a maximum of \$400 per year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee.

Release time from work to attend classes requires the written approval of the Department Head. Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

### Reimbursement

To receive reimbursement, eligible employees will advise the Learning and Development Specialist of their course selections, and submit copies of their registration forms accompanied by original receipts by the following deadlines:

- Fall term courses- September 30<sup>th</sup>
- Winter term courses- January 31<sup>st</sup>
- Spring term courses- May 31<sup>st</sup>



The Learning and Development Specialist will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.

Auditing, material, student interest, and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.

Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Learning and Development Specialist to obtain reimbursement of the tuition fees.

## **APPENDIX G - CHILD CARE BENEFIT PLAN**

### **Eligibility:**

An employee as defined in Item 1 below, who has dependent children under the age of 7, is eligible for reimbursement under the child care benefit plan.

1. A member of CUPE Local 1302 who has been continuously employed for at least one year and who holds a current continuing appointment, a current continuing term appointment or a current term appointment, or is on a leave from one of those appointments in accordance with Articles 22.10, 22.11, 22.12, 22.13 or 22.14, or is in receipt of Long Term Disability or Workers' Compensation benefits.

### **Plan:**

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.
- The maximum half-day reimbursement will be \$15.00 per day. A half-day is defined as a minimum of 4 hours and less than 6 hours or where the parent is being charged a half-day rate by the child care facility.
- The maximum full-day reimbursement will be \$30.00 per day. A full day rate is defined as a minimum of 6 hours or where the parent is being charged a full-day rate by the child care facility.
- If a monthly rate was paid, maximum reimbursement for half day attendance will be \$330 or full day attendance will be \$660.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care.
- If an employee as defined in Item 1 dies while in service to the University his/her child or children are eligible for coverage under this plan. The payment under this plan will be made to the surviving parent or legal guardian of the child or children for the period the child or children meet the requirements outlined in this plan.

- 
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
  - The plan maximum of \$3000.00 per child will be provided only once per calendar year. Any amount payable under this plan will be pro-rated based on the employee's appointment if it is less than full-time (e.g., 80% time appointment, 80% of \$3000.00). There is no carry-over provision if the \$3000.00 is not used per year.
  - Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 1302 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
  - Eligible dependent children are natural, step, common-law, adopted children or wards under the age of 7.
  - This is a taxable benefit.
  - This plan does not cover School Age programs provided by child care facilities.
  - The value of the fund established for this plan is \$25,000. In the event that the value of the eligible claims is less than the total amount available then the remaining funds may be transferred in whole or in part to the Tuition Support Plan (CUPE Local 1302) as requested by the President or designate, CUPE Local 1302 no later than April 15<sup>th</sup> to cover approved Tuition Support Plan claims. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims. Effective July 1<sup>st</sup> of each year, the fund will be replenished by the amount paid out and/or transferred in the previous 12 months.
  - The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.

## **APPENDIX H - TUITION SUPPORT PLAN**

### **Eligibility:**

An employee as defined in Item 1 below, who has a spouse/partner and any dependent children (under the age of 25 years), is eligible for tuition support payments through this plan:

1. A member of CUPE Local 1302 who has been continuously employed for at least one year and who holds a current continuing appointment, a current continuing term appointment or current term appointment, or is on a leave from one of those appointments in accordance with Articles 22.10, 22.11, 22.12 or 22.13, 22.14 or is in receipt of Long Term Disability or Workers' Compensation benefits.

### **Plan:**

- A. The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below). The maximum allowance under this plan is \$4000 per academic year, per student. If a student has full-time student status the benefit will not be prorated based on course load. In the case of students in a part-time program, the payment will be prorated to the number of courses required for the full-time programs at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (e.g., 80% time appointment, 80% of \$4000).
- B. To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.
- C. If an employee as defined in Item 1 dies while in service to the University his/her spouse is eligible for this benefit for the first 5 years following the death of the member and his/her dependent children are eligible as defined below.
- D. Allowances will be made in two instalments. An initial instalment will be made upon confirmation of registration for the fall term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed \$2000 per student. A second and final instalment will be made upon confirmation of registration for the winter term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed \$2000 per student. Students will be required to provide proof of continuing academic standing at their institution for all academic terms.
- E. Students who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first instalment (to a maximum of

- \$2000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of \$2000), to be paid during the next Queen's fall term. These applications should be submitted manually by contacting Human Resources directly.
- F. Claimants will provide any and all documentation as required to administer this plan.
- G. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child will be reimbursed by the University.
- H. All documentation must be received by the Office of the University Registrar by November 30 for the fall term and by March 31 for the winter term.
- I. Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 1302 by April 10<sup>th</sup>, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
- J. This is a taxable benefit.
- K. The value of the fund established for this plan is \$70,000.00. In the event that the value of the eligible claims is less than the total amount available then the remaining funds may be transferred in whole or in part to the Child Care Benefit Plan (CUPE Local 1302) as requested by the President or designate, CUPE Local 1302 no later than April 15<sup>th</sup> to cover approved Child Care Benefit Plan claims. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims. Effective July 1<sup>st</sup> of each year, the fund will be replenished by the amount paid out and/or transferred in the previous 12 months.
- L. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

Definitions:

- **Dependent children:** natural, step, common law, adopted children, or wards under the age of 25 prior to September 1<sup>st</sup> in the year of application will be eligible to apply for fall and winter reimbursement.
- **Spouse/partner:** a legal spouse, or common law spouse or partner.
- **Fall Term:** This period covers September through December; courses taken during this period shall not exceed the maximum allowance of \$2000 per student.

- **Winter Term:** This period covers January through April, courses taken during this period shall not exceed the maximum allowance of \$2000 per student.
- **Full-time Student Status:** Full-time status as defined by the attending institution.
- **Prorated allowance (available funds):** Payment is prorated among the number of applications and available funds.
- **Prorated allowance (course load):** Is payment made for students in a part-time program; percentage of course load is determined by the attending institution. (e.g., 80% course load = 80% of allowance).
- **Prorated allowance (employees who work less than full-time):** Payment is prorated to reflect the same percentage as time worked. (e.g., 80% time appointment = 80% of allowance).
- **Recognized university or college is an institution that:** In Canada is a member of, or eligible for membership in, Universities Canada (formerly the AUCC) or Colleges and Institutes Canada (formerly the ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges and outside Canada and the United States the recognized accrediting body, if any. Where i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the Office of the University Registrar.

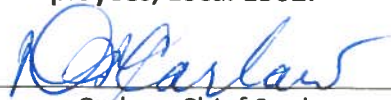
In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

**On behalf of Queen's University in Kingston:**

**On behalf of the Canadian Union of Public Employees, Local 1302:**



Heather Shields, Chief Spokesperson  
Director & Counsel, Employee and Labour  
Relations



Donna Carlaw, Chief Spokesperson  
National Representative, Canadian Union of  
Public Employees



Lisa Colby, Senior Employee and Labour  
Relations Advisor



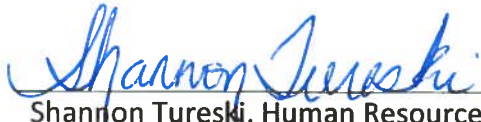
Arlie Redmond, President CUPE Local 1302



Michael Vandenburg, Associate University  
Librarian



Mary Burns, Bargaining Team Member



Shannon Tureski, Human Resources Officer,  
Library Administration



Alex Cooper, Bargaining Team Member



Kim Bell, Bargaining Team Member

Dated this 21st day of April, 2016.

**LETTER OF UNDERSTANDING RE: Distribution of Tuition Support Plan and Child Care Benefit Plan Surplus**

Between

Queen's University  
"the Employer"

And

C.U.P.E. Local 1302  
"the Union"

As at June 30, 2015, the surplus funds remaining in the CUPE Local 1302 Tuition Support Plan is \$73,352.51 and the surplus funds remaining in the CUPE Local 1302 Child Care Benefit Plan is \$188,051.30.

The Parties have agreed to eliminate the surplus remaining in the above-noted plans and utilize the surplus funds as follows:

**CUPE Local 1302 Bursary**

The University will transfer \$40,000 into the Canadian Union of Public Employees Local 1302 Bursary within 30 days of the date of ratification.

**Lump Sum Payment**

The Parties agree that the remaining surplus amount of \$221,403.81 will be paid out equally to all employees who were employed in the bargaining unit on June 30, 2014.

The University will pay the lump sum payments within three months of the date of ratification.

The lump sum payment will be made by direct deposit to their bank account on file with the University.

Payment of the lump sum will be subject to applicable deductions in accordance with the Canada Revenue Agency rules and regulations.

**For the University:**



\_\_\_\_\_  
Heather Shields  
Director & Counsel, Employee and Labour Relations

**For the Union:**



\_\_\_\_\_  
Arlie Redmond  
President, CUPE Local 1302



**LETTER OF UNDERSTANDING RE: EI Premium Reduction**

**Between**

**Queen's University  
"the Employer"**

**And**

**C.U.P.E. Local 1302  
"the Union"**

This letter confirms the agreement between the Employer and the Union that the 5/12 employee portion of the University's EI premium reduction will be used by the University to support the following employee benefit plans, as set out in the collective agreement between CUPE and the University:

- Short-Term Sick Leave;
- Income top-up for pregnancy and parental leave; and
- Child-care Support.

Dated this 21st day of April, 2016.

**For the University:**



Heather Shields  
*Director & Counsel, Employee and Labour  
Relations*

**For the Union:**



Arlie Redmond  
*President, CUPE Local 1302*

**LETTER OF UNDERSTANDING RE: Employee Group Benefit Plan**

**Between**

**Queen's University**

**And**

**C.U.P.E. Local 1302**

**WHEREAS** in the course of negotiating a renewal Collective Agreement that would succeed the 2010-2014 Collective Agreement, Queen's University and CUPE Local 1302 (the "Parties") discussed the Employee Group Benefit Plan (the "Plan");

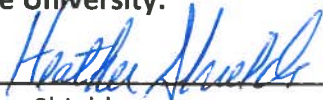
**AND WHEREAS** the Parties expressed a mutual interest in reviewing the Plan for the purpose of improving the benefit package available to CUPE Local 1302 members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member paid and/or Member-paid;

**NOW THEREFORE** the Parties agree as follows:

1. The Parties agree that, by January 30, 2016, they will commence a review of the Plan via a multi-employee group Employee Benefits Committee.
2. The review, as referenced in the recitals of this LOU, shall comprise a review of the Plan design where for purposes of this LOU, the Plan is comprised of the items listed in the Collective Agreement at Articles 24.01 (b), (c), (d) and 24.03.
3. Following a review of the Plan design, the University shall conduct a formal Request for Proposals ("RFP") with regard to the Plan, and such RFP process shall be conducted in accordance with and be governed by the policies and procedures set out in the Queen's Procurement Policy and the Broader Public Service Procurement Directive. The multi-employee group Employee Benefits Committee shall recommend criteria to be used in evaluating vendors who participate in the RFP process.
4. The University will maintain sole discretion and final responsibility with regard to:
  - (a) The selection of a preferred vendor(s) following a RFP process as contemplated at paragraph 3 of this LOU;
  - (b) The negotiation of a contract(s) with the vendor(s); and
  - (c) Any changes to the Plan as a result from a review of the Plan, subject to any agreement with CUPE Local 1302 that may be required as per Articles 24.01 and 24.03 of the Collective Agreement.

5. This LOU will expire upon the expiration of the renewal Collective Agreement to the 2010-2014 Collective Agreement.

**For the University:**



\_\_\_\_\_  
Heather Shields

*Director & Counsel, Employee and Labour  
Relations*

**For the Union:**



\_\_\_\_\_  
Arlie Redmond

*President, CUPE Local 1302*

**LETTER OF UNDERSTANDING RE: Layoffs**

**Between**

**Queen's University**

**And**

**C.U.P.E. Local 1302**

In the event the University is contemplating a layoff(s) during the term of the renewal Collective Agreement to the 2010-2014 Collective Agreement, it will consider whether early retirement incentives or voluntary exit opportunities may be an alternative to layoff(s).

In the event the University decides to proceed with a layoff(s), it will advise the Union of the details of its considerations of early retirement incentives or voluntary exit opportunities at the special meeting convened in accordance with Article 16.05.1 of the Collective Agreement.

**For the University:**



\_\_\_\_\_  
Heather Shields  
*Director & Counsel, Employee and Labour  
Relations*

**For the Union:**



\_\_\_\_\_  
Arlie Redmond  
*President, CUPE Local 1302*

**Memorandum of Agreement (“MOA”)**

**between**

**Queen’s University (the “Employer”)**

**and**

**Canadian Union of Public Employees Local 1302 (the “Union”)**

**re: Pension Negotiations**

**August 13, 2015**

**WHEREAS** the Employer and the Union (collectively, “the Parties”) acknowledge that should the Queen’s Pension Plan (known as the Revised Pension Plan of Queen’s University, or QPP) not change its structure to that of a formally recognized jointly sponsored pension plan (JSPP), the Ontario government will require Queen’s University to make special solvency payments into the QPP;

**AND WHEREAS** the Parties further acknowledge that they therefore have a shared interest in achieving permanent exemption from having to fund pension obligations on a solvency valuation basis by changing the plan structure to that of a formally recognized jointly sponsored pension plan (JSPP) model;

**AND WHEREAS** the Parties welcome an opportunity to enter into constructive discussions regarding long-term pension benefit sustainability;

**AND WHEREAS** the Parties recognize that recent changes to the Pension Benefits Act have created a framework for Ontario university sector Plan sponsors to consider changing their plan structure to that of a formally recognized jointly sponsored pension plan (JSPP) model.

**AND WHEREAS** the parties are actively participating in the University Pension Project (“UPP”) discussions being coordinated by the Council of Ontario Universities and the Ontario Confederation of the University Faculty Associations and directed at creating a sector-specific JSPP which will be acceptable to the Parties and to both the provincial government and pension regulators

**AND WHEREAS** the Parties note that the “Shared Principles” endorsed by the COU and OCUFA are as follows:

- i) Participation in a sector-wide or multi-employer JSPP, as defined by the Pension Benefits Act, will be voluntary and open to all pension plan types and all employee groups.
- ii) A university-sector or multi-employer JSPP will be non-statutory (which means that it will be negotiated by the parties that will be joining the plan).
- iii) A university-sector or multi-employer JSPP will receive an exemption from solvency valuations and funding.
- iv) A university-sector or multi-employer JSPP will include a guaranteed formula pension.
- v) A university-sector or multi-employer JSPP will be fully funded on a going concern basis at inception.
- vi) Under this new equal partnership arrangement, each of the parties involved (plan members and their representatives, plan sponsors and administrators, and government) need to understand the potential benefits and negative implications of any proposal to create a university-sector or multi-employer JSPP, so that an informed decision as to whether or not to proceed can be made.

**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 and agree that such recitals are hereby incorporated into and form part of this Memorandum of Agreement;
2. This Memorandum of Agreement shall form part of and be incorporated into the Memorandum of Agreement "On All Issues Regarding Negotiations of a new Collective Agreement" reached between the Parties regarding the renewal of the Collective Agreement between the Parties;
3. The Parties reconfirm their commitment to supporting the current phase of the UPP through to its concluding report to the Ministry of Training, Colleges and Universities and agree to participate in the UPP's "design finalization process" commencing in the early fall of 2015, concluding by November 30, 2015 (or such later date as may be agreed). The Parties further understand that the "design finalization process" shall be conducted with the assistance of a facilitator, appointed with the consent of those involved, and agree that once the "design finalization process" has successfully concluded by producing a plan that is satisfactory to them, each will participate in the "Build" phase of the UPP.
4. If at any time during the term of the renewed Collective Agreement the UPP concludes without producing a new University Sector Pension Plan, or if the new University Sector Pension Plan fails to receive the necessary consent and

approvals of its prospective sponsors and members, including those of the Parties themselves, then the Parties agree in the alternative to exploring a merger of the QPP into an existing and mutually acceptable JSPP.

5. The Parties agree to establish jointly with USW, QUFA, ONA, OPSEU, and PSAC and actively participate in a Joint Working Committee (JWC) for the purpose of evaluating alternative pension options, including a merger with a mutually acceptable Jointly Sponsored Pension Plan ("JSPP") such as the University Pension Project. The mandate of the JWC shall provide that:
  - a) The JWC shall be composed of an equal number of representatives of the University and representatives of employee groups proportional to plan membership;
  - b) The JWC shall be constituted and operational within three (3) months of the ratification of this MOA by all the parties, and shall establish graduated terms of reference that will initially focus on the progress of and communication with respect to the University Pension Project; as necessary, the terms of reference shall include consideration of required documentation and data; analysis to be undertaken; costs, if any, to be covered by the University; and administrative support;
  - c) The JWC shall provide an interim report on the progress and status of the University Pension Project no later than January 31, 2016 and continue to report every three months thereafter until the mandate of the JWC is concluded;
  - d) The JWC report must be agreed to by both the Employer and Employee representatives separately;
  - e) Until the JWC reports, no modifications shall be made to the QPP other than Plan amendments that are required to comply with applicable legislation, irrespective of any legislative or regulatory provisions that may authorize modification outside the process of collective bargaining as prescribed in the Labour Relations Act;
  - f) All analyses and other types of professional services that the JWC agrees to be required shall be deemed a legitimate expense of the plan and settled out of QPP fund resources;
  - g) Any recommendations that arise from the JWC will be made by December 31, 2017 unless otherwise mutually agreed by the Parties; subject to ratifications/approvals by all parties; and subject to compliance with legal requirements, including the Pension Benefits Act and the Income Tax Act.

6. Recommendations by the JWC to their respective principals to merge the QPP with a mutually acceptable JSPP, may be implemented only through collective bargaining or a mutually agreed alternative process.
- a) If a recommendation to merge the QPP with a JSPP is issued by the JWC more than six (6) months prior to the expiry of the 2014-18 Queen's-CUPE 1302 Collective Agreement, then the Parties may negotiate the terms of such a merger and amend the existing Collective Agreement as appropriate, recognizing that such a merger and its terms would be subject to ratification by the Board of Trustees and the applicable bargaining units. In this case, if no agreement can be reached on the terms of the merger, no amendments to the Collective Agreement shall be made.
  - b) If such an agreement in principle to recommend merger is reached within six (6) months of the expiry of the 2014-18 Queen's-CUPE 1302 Collective Agreement, then the Parties shall negotiate the terms of such a merger as part of the negotiations for a renewed Collective Agreement, recognizing that such a merger would be subject to ratification by both the Board of Trustees and the applicable bargaining units.
  - c) The University will not initiate the formal consent procedure for the merger until bargaining has concluded, whether for the renewal of the Collective Agreement or for a separate merger agreement

**THE PARTIES FURTHER AGREE** that the goal of the process outlined in this Memorandum of Understanding is a common understanding of issues and choices going forward, in order to achieve a sustainable, efficiently and effectively managed Pension Plan that continues to provide members the ability to retire with dignity and have a secure foundation for their retirement income which is a vital component for members of our community as they enter into retirement.

**THE PARTIES FURTHER AGREE** that they look forward to working together to establish a constructive and inclusive forum to address the complex and vitally important issues that are related to ensuring the long term sustainability of the Plan.

**THE PARTIES FURTHER AGREE** that should they fail to reach an agreement to merge the QPP with the mutually acceptable JSPP by the expiry of the renewal Agreement then the Parties agree to discuss and negotiate certain changes as may be needed to support the sustainability of the QPP.

Dated this 13 day of August, 2015

For the University



Al Orth

Associate Vice-Principal (Human Resources)

For the Union



Arlie Redmond

Canadian Union of Public Employees  
Local 1302