

# Collective Agreement

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**Ontario Public Service Employees Union  
on behalf of its Local 452**

**and**

**Queen's Family Health Team at Queen's University**

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**DURATION: July 1, 2018 - June 30, 2022**



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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to:
- a) secure the benefits of collective bargaining;
  - b) provide a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement; and,
  - c) to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Ontario Public Service Employees Union (“OPSEU”) as the exclusive bargaining agent for all employees of Queen’s University who are employed as Allied Health Care Professionals including Dietitians, Pharmacists, Social Workers and Registered Practical Nurses working in the Queen’s Family Health Team (220 Bagot Street and Haynes Hall) Kingston, Ontario, save and except:
- a) those employees engaged primarily in academic, research or educational programming;
  - b) clinical and non-clinical secretarial, clerical and administrative staff;
  - c) other professional medical staff;
  - d) Registered Nurses and Nurse Practitioners;
  - e) supervisors and those above the rank of supervisor;
  - f) students who are in training in an academic program;
  - g) students working during the summer vacation period;
  - h) those employees working less than 17.5 hours per week; and
  - i) persons covered by other collective agreements.

- 2.02 An employee who holds a temporary licence in accordance with their governing body and its regulations must obtain their certificate of registration prior to the expiry of their temporary certificate.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 In this Agreement, the following terms shall be defined as set out in this Article, unless contrary intention is expressly provided for elsewhere in this Agreement.

- a) **“Agreement”** is the Collective Agreement between Queen’s University at Kingston, Ontario and the Ontario Public Service Employees Union (OPSEU) and its Local 452.
- b) **“bargaining unit”** is defined as set out in Article 2: “Recognition and Scope”.
- c) **“bargaining unit member”** or **“employee”** means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.
- d) **“calendar day”** means any day of the week including weekends and holidays unless otherwise specifically stipulated.
- e) **“casual”** is an employee who is **not** a member of the bargaining unit and one who works on an ad hoc basis, as required by the employer, does not have an ongoing fixed schedule, and may decline casual work.
- f) **“Department Head”** refers to the senior administrative person responsible for the Family Health Team, Department of Family Medicine, Faculty of Health Sciences.
- g) **“Employer”** or **“the University”** refers to Queen’s University at Kingston, Ontario.
- h) **“immediate family”** means an employee’s parent including a current step parent, spouse, partner, child including a child of the employee’s current spouse, a sibling including a current step sister or current step brother, current mother-in-law, current father-in-law, grandparent or grandchild.
- i) **“Local”** or **“Local Union”** or **“the Union”** means OPSEU Local 452 representing the Bargaining Unit as defined in Article 2: “Recognition and Scope”.
- j) **“Manager”** is the managerial, non-bargaining unit person who directs an employee’s work or to whom an employee normally reports, or their designate.

- k) **“notice”** Where notice is required by the terms of this Agreement, the notice required shall be as stated; however the Parties recognize that there may be extraordinary circumstances that make it appropriate to amend the notice period following discussion and agreement between the Union and the Employer.
- l) **“OPSEU Staff Representative”** as distinct from Union Representative/Steward, means a representative of OPSEU who represents the interests of the bargaining unit as the exclusive bargaining agent.
- m) **“OPSEU”** means the Ontario Public Service Employees Union.
- n) **“Parties”** are Queen’s University at Kingston, Ontario and the Ontario Public Service Employees Union (OPSEU).
- o) **“Regular Full-time”** is an employee who normally works a regular schedule of thirty-five (35) hours per week.
- p) **“Regular Part-time”** is an employee who works a schedule of less than thirty-five (35) hours per week.
- q) **“spouse”** or **“partner”** means the legally married spouse of an employee, or a person of the opposite or same sex who has continuously lived with the employee for a period of at least one year in a conjugal relationship outside marriage.
- r) **“Supervisor”** is a non-bargaining unit managerial representative who has day to day responsibilities for, and/or oversight of, the work of the bargaining unit.
- s) **“temporary”** is an employee hired on a term and task basis to replace an employee, to fill temporary vacancies as provided under article 13, or to perform work arising out of a new program which is funded for a fixed period of time. An employee hired on this basis shall be deemed to be in the bargaining unit; however, the parties agree that such interim replacement employee shall have no claim to the position temporarily filled.
- t) **“Term Appointment”** is an appointment for which a beginning and end date is clearly identified in the appointment letter, beyond which there is no guarantee or commitment of employment to the employee.
- u) **“Union Representative”** means the person who is designated by the Union to represent the members of the bargaining unit covered under the terms of the Collective Agreement.
- v) **“working day”** means Monday to Friday, exclusive of holidays recognized by the University.

## **ARTICLE 4 – NO HARASSMENT AND DISCRIMINATION**

- 4.01 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.
- 4.02 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*, the University's *Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*.
- 4.03 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 reasonably to 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.
- 4.04 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.
- 4.05 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 4.06 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.
- 4.07 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.
- 4.08 The parties agree that the preferred method of handling complaints is to follow the procedures established by the University's Human Resources Department.

- 4.09 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.
- 4.10 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.
- 4.11 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.
- 4.12 Where a complaint is dealt with under the University's *Harassment and Discrimination Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed.
- 4.13 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.
- 4.14 In cases where sexual harassment may result in the transfer of a person, the complainant shall not be transferred against their will; unless otherwise agreed, it shall be the harasser who is transferred.
- 4.15 In dealings with the University on matters of personal or workplace harassment an employee who is a complainant or respondent has the right to be represented, and an employee who is a potential witness has the right to be accompanied, by a Union representative. At the complainant's, respondent's or witness' option, this person can be a qualified bargaining unit member appointed by the Union.

#### **Safe Disclosure Reporting**

- 4.16 Provided an employee has followed the University policy for safe disclosure reporting, employees will not be subject to reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

### **ARTICLE 5 - UNION DUES**

- 5.01 The Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this agreement according to the following conditions:



- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- b) Union dues shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted.
- c) The Employer agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions have been made as well as the names and dates of hire of new employees or terminated employees from the preceding month to the Union's Head Office, 100 Lesmill Drive, Toronto, ON: Attention Director of Finance, and a copy will be provided to the OPSEU Staff Representative, Region 4.

5.02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed to all the members of the Bargaining Unit in accordance with the Union's constitution and bylaws as certified to the Employer in writing by the Union.

5.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising or resulting from the operation of this Article.

5.04 The Employer will record total Union dues deductions paid by each employee on their "T4 Statement of Remuneration Paid".

5.05 The Union must provide at least sixty (60) calendar days' written notice of any change in the monthly membership dues.

#### **Information**

5.06 Within thirty (30) calendar days a new employee will have the opportunity to meet with a representative of the Union designated by the Union and in the employ of the Employer during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the terms of the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the Orientation Program. The Employer will provide to the Regional Office of OPSEU the names and addresses of new employees hired during the previous month.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union recognizes that the management of Queen's University is fixed exclusively in the University and without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this

Agreement, it is the exclusive function of the University to:

- a) maintain order and efficiency;
- b) plan, direct and control operations;
- c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
- d) determine the size, composition, and deployment of the workforce;
- e) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and
- f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the University.

6.02 The University agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.

## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

7.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act*.

7.02 During any legal strike or lockout involving Queen's employees in any other bargaining unit, or, involving non-Queen's employees represented by a trade union that pickets at or near Queen's University property, the Union acknowledges that "sympathy strikes" are prohibited and will advise all members in its bargaining unit of such and that it remains the responsibility of those employees to attend at work as scheduled.

## **ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES**

### **8.01 Meetings**

- a) The parties recognize the value of employees' input and participation in Committee meetings. All joint Employer-Union meetings shall be

scheduled during the employees' regular working hours.

- b) The Employer agrees to pay for time spent during regular working hours for representatives of the Union to attend meetings with the Employer.

### **Employee Representatives**

- 8.02 The employer agrees to recognize Union representatives and Committee members who are elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

### **8.03 Labour Management Committee**

- a) There shall be a Labour Management Committee (LMC) comprised of two (2) representatives of the Employer and two (2) representatives of the Union, one of whom shall be the bargaining unit President or designate.
- b) The LMC shall meet quarterly unless otherwise agreed. The duties of Chair and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) working days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and posted on the Union bulletin board.
- c) The purpose of the Committee includes:
  - (i) promoting and providing effective and meaningful communication of information and ideas;
  - (ii) discussing and reviewing matters relating to in-service programs and retention and recruitment;
  - (iii) reviewing professional responsibility issues in accordance with the practice, standards and requirements of each employee's regulatory body.

### **Negotiating Committee**

- 8.04 The Employer agrees to recognize a Negotiating Committee comprised of up to a maximum of three (3) representatives of the Union, for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent in negotiations with the

Employer for a renewal agreement, up to and including conciliation.

**8.05 Union Appointments and Contacts**

- a) The Union shall keep the Employer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
- b) All reference to Union representatives, Committee members and Officers in this Agreement shall be deemed to mean Employee representatives, Committee members or Officers of the Local Union. The Local Union will advise the Employer in writing of the name of the contact person(s) for the Local Union for all purposes under the Collective Agreement.

8.06 The Employer agrees to give representatives of OPSEU access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld.

8.07 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

8.08 Where an employee attends a committee meeting outside of regularly scheduled hours they will be paid for all hours spent in attendance at meetings at their regular straight time hourly rate.

8.09 Notices to OPSEU Staff Representatives may be delivered to their Queen's email address, however, under no circumstances can notices be received or forwarded using the OSCAR system.

## 8.10 Union Leave

- a) Leave of absence without pay may be granted to employees who are elected or appointed to represent the Union at meetings or conventions. Two (2) employees in the bargaining unit will be considered for a leave of absence to attend such meetings or conventions, subject to operational requirements and specifically provided that no overtime payment is incurred by the employer to replace the employees. The Employer agrees to maintain the regular pay of the employee during such leave, and to invoice the Union for reimbursement of such pay. The request for such leaves shall be submitted in writing at least two (2) weeks in advance of the requested leave, except in cases of emergency, which will be assessed on a case by case basis.
- b) An employee who is appointed to an executive position of the Provincial Union shall be granted, upon request, a leave of absence without pay, and with seniority accumulated during the period of such leave. This recognizes that there shall be no accumulation of service during this one year leave of absence. The Employer will continue to pay the employee's wages and maintain their benefits provided the Union reimburses the Employer for the full cost of wages and benefits.
- c) Subject to the operational requirements, an employee shall be granted a Leave of Absence for the purpose of working on a temporary basis for the Union. The Employer will continue to maintain the regular pay and benefits of the employee on the condition that the wages and benefits will be reimbursed by the Union to the Employer.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

- 9.01 Subject to Article 9.02, the employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.
- 9.02 An employee will be entitled to be accompanied by their Steward at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance, unless the employee waives their right to have a Union representative present. The University will inform the employee of the right to be accompanied by their Steward prior to the start of any such meeting. If the employee refuses Union representation, they will sign a waiver that indicates their decision to decline representation.

- 9.03 When the University is considering disciplining an employee, the University will meet with the employee and a Union representative unless the employee waives their right to have a union representative present. The University will advise the employee of the reason(s) for the meeting and will provide the employee with an opportunity to respond. Within ten (10) working days of this meeting the University will advise the employee of its disciplinary decision. If the University requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the ten (10) day period referenced above.
- 9.04 Any discipline that may be imposed on an employee will subsequently be confirmed in writing to the employee and a copy will be sent to the Union. Should the employee wish to respond in writing to the discipline, their reply will also become part of their personnel file.
- 9.05 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within three (3) working days, such reason(s) will be confirmed in writing to the employee and the Union.
- 9.06 When making a disciplinary decision, the University will not consider any prior discipline after the employee has worked for eighteen (18) months during which there has not been subsequent discipline imposed. At the written request of an employee, all such prior disciplinary records will be removed from their personnel file.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 It is the mutual desire of the Parties that any complaint arising between an employee and the University with respect to the administration, application, interpretation, or alleged violation of the Agreement be addressed as efficiently as possible.
- 10.02 In the event of a disagreement between the University and an employee as to the administration, application, interpretation, or alleged violation of the provisions of this Agreement the following process will be followed:
- Informal Resolution Stage**
- 10.03 It is agreed by the Parties that an employee may not file a grievance until they, either directly or through the Union, have first given their immediate supervisor an opportunity to address the issue or complaint.
- 10.04
- a) This Informal Resolution Stage must be initiated within fifteen (15) working days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.

- b) Alternatively, the Union may raise the issue on behalf of the employee, in which case the Union will raise the issue or complaint directly with an Employee/Labour Relations Advisor within fifteen (15) working days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.

10.05 If the issue or complaint is not resolved within five (5) working days after it has been brought to the attention of the employee's immediate supervisor or Employee/Labour Relations Advisor, as applicable, or within any longer period that may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:

### **Step 1**

10.06 The aggrieved employee (the "grievor"), or a Union representative on the grievor's behalf, may submit a written grievance to the manager of the department or their equivalent in the organizational unit involved. The grievance should outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a Union representative if available. The immediate supervisor, or their designate, will provide the grievor and the Union with a written response within ten (10) working days after the grievance was submitted.

### **Step 2**

10.07 A grievance that is not resolved at Step 1 may, at the grievor's request, be submitted to the Director, Employee/Labour Relations, or their specified designate within ten (10) working days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Director, Employee/Labour Relations, or their designate, will meet with the Union representative who signed the grievance, or their specified designate, and the grievor within ten (10) working days after the date on which the Director received the grievance. At the Union's discretion, an OPSEU staff representative may also attend the Step 2 grievance meeting. The Director will provide the Union and the grievor with a written response within ten (10) working days after the Step 2 Grievance meeting.

10.08 A grievance alleging unjust suspension or discharge will commence at Step 2.

10.09 A Policy grievance arising directly between the Employer and the Union shall be originated under Step 2. However, it is understood that the provisions of this Paragraph shall not be used to bypass the regular grievance procedure to institute a grievance directly affecting an employee(s), which such employee(s) could themselves have instituted. A Policy grievance filed by the Employer or the Union must be submitted within fifteen (15) working days after the occurrence of the facts giving rise to the grievance or within fifteen (15) working days after the date on which the Employer or the Union, as applicable, ought reasonably to have been aware of the occurrence of the facts giving rise to the grievance.

- 10.10 An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing within ten (10) working days of the meeting provided for in Step 2.
- 10.11 A group complaint arises when two (2) or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group complaint, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 10.04(b). Failing resolution of the matter after the Informal Resolution Stage, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of three (3) grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.
- 10.12 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article 11, "Arbitration".
- 10.13 Should the grievor fail to file the grievance at the next stage within the specified time limits contained herein, it shall result in the grievance being abandoned.
- 10.14 The time limits referred to in this Article may be extended by mutual written agreement of the Parties.

## **ARTICLE 11 – ARBITRATION**

- 11.01 Where a difference arises between the Parties relating to the administration, application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grieving Party may, within twenty (20) working days after the Step 2 written response is received or due, provide written notification to the other Party of its intention to proceed to arbitration.
- 11.02 An arbitration hearing will proceed before a single arbitrator.
- 11.03 In its written referral pursuant to Article 11.01, the referring Party will list three (3) proposed arbitrators. If the responding Party does not agree to any of the 3 proposed arbitrators, it will propose three (3) alternate arbitrators within ten (10) working days after receiving the arbitration referral.
- 11.04 If the Parties cannot agree on an arbitrator within thirty (30) calendar days after the responding Party received the initial arbitration referral, then either Party may request that the Minister of Labour appoint a sole Arbitrator pursuant to the provisions of section 48 of the *Labour Relations Act*, or, the Parties may continue to attempt to reach agreement on an arbitrator.



- 11.05 The fees and expenses of the Arbitrator will be shared equally by the Union and the University. Subject to 11.06, each Party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.
- 11.06 The Union must, with as much advance notice as possible, submit a leave request to the Director, Employee/Labour Relations for any bargaining unit employee whom the Union wishes to attend an arbitration hearing. The grievor and Chief Steward or designate will be paid at their regular hourly rate for time lost by them as a result of attending an arbitration hearing.
- 11.07 The Arbitrator has the power and authority provided for in the *Labour Relations Act* and to hear and determine the grievance.
- 11.08 The Arbitrator's decision shall be final and binding upon the Parties and upon any employee affected by it, subject to the limitation that the Arbitrator shall have no authority to make any decision that is inconsistent with the terms of this Agreement or to add to, subtract from, change, alter, modify or amend any of the provision(s) of this Agreement.
- 11.09 The Arbitrator shall deal solely with the matter in dispute within the confines of this Agreement and any legislation over which the Arbitrator has the jurisdiction to interpret and apply pursuant to the *Labour Relations Act*.
- 11.10 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. This provision shall not be interpreted such as to prevent either Party from seeking judicial review of an arbitrator's decision.
- 11.11 The time limits referred to in this Article 11 may be extended by written mutual agreement of the Parties.
- 11.12 Nothing in this Article shall prevent the Union or the University from exercising its right to use Section 49 of the *Labour Relations Act*.

## **ARTICLE 12- HOURS OF WORK AND OVERTIME**

- 12.01 It is the University's management right to determine hours of work as the University deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantee(s) as to the hours of work per day or per week or when employees commence or end regular hours of work.

Subject to the above, the Employer recognizes that for Regular Full-time employees the normal work week is thirty-five (35) hours consisting of seven (7) hour shifts per day, Monday through Friday. The hours for the After Hours Clinic presently span Monday to Thursday and Saturday with each day operating a four (4) hour shift.

## **Breaks**

- 12.02 Each employee is entitled to a one (1) hour lunch break without pay, approximately mid-way through a workday. Variations to an employee's standard lunch break may be addressed under Article 12.04 as part of an arrangement for flexible working hours. Each employee is also entitled to a paid fifteen (15) minute break at an appropriate time during the 1<sup>st</sup> and 2<sup>nd</sup> half of the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Paid break time cannot be accumulated and taken as time off.

## **Scheduling**

- 12.03 Except where an employee's work schedule is subject to Article 12.04 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the employer will endeavor to provide five (5) workdays' notice. If a new schedule is to be introduced on an ongoing basis the employee shall be provided with ten (10) workdays' notice. For clarity, a change on a 'temporary basis' involves a change to an employee's regular hours per day or per week in which there is an anticipated end- date to the change; a change on an 'ongoing basis' involves a change to an employee's regular hours per day or per week in which there is no anticipated end- date to the change.

## **Flexible Hours of Work**

An Employee may make a request to their supervisor for flexibility regarding individual hours of work. For example, such request may include flexible hours, a compressed lunch hour, or a compressed work week. It is understood that the design, approval and renewal, if any, of any requested flexible working arrangement is subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. It is understood that such arrangements may not be operationally suitable in some work units and/or for certain positions. It is further understood that such arrangements will not trigger overtime.

## **Call-Back**

- 12.04 When an employee who has completed their normal work day and has left the University premises is required by the employer to return to work, they shall be entitled to Call-Back pay. An employee entitled to Call-Back pay will be paid at 1.5 times their regular hourly rate for actual hours worked or will be paid for four (4) hours at their regular rate, whichever is greater

## **Additional Hours of Work and Overtime**

- 12.05 The Parties recognize that the University's operations may require part-time employees to perform additional hours of work and/or for full-time employees to work overtime. To the extent feasible, additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the employer can assign additional hours of work and/or overtime. In situations concerning assignment of shifts, the process to be followed is to assign the shift to the least senior employee pursuant to the process articulated in Article 22.08.

- 12.06 It is understood that overtime pay will not apply unless or until the time worked is at least fifteen (15) minutes more than the employee's regular hours of work in a day.
- 12.07 Compensation for authorized overtime shall be in the form of either:
- a) time in lieu accumulated at the rate of 1.5 hours of lieu time for each hour of overtime worked. The University will maintain an overtime bank for each employee, the accumulated total of which, at any given time, may not exceed the number of hours in an employee's regular work week. Time in lieu will be taken at times mutually agreed to by the employee and the employer; or
  - b) payment for each hour of overtime worked at the rate of 1.5 times the employee's regular hourly rate, if the employee and the employer agree at the time the overtime work is offered. Regular hourly rate shall be calculated by dividing the employee's annual salary by 1,820 hours where the employee's regular work week is thirty-five (35) hours.
- 12.08 All overtime must be authorized in advance by the appropriate Department Head or supervisor.
- 12.09 Work performed on a 6<sup>th</sup> or 7<sup>th</sup> consecutive day in a work week where the employee has already worked their full regularly scheduled hours in that work week, will be compensated at the overtime rate in accordance with Article 12.08 above.
- 12.10 Casual and unauthorized time worked at staff members' discretion is not eligible for overtime compensation. This includes time worked during lunch hours, coffee breaks or personal choice of early arrivals or late departures. Casual overtime specifically does not include additional time spent on patient care due to patient backlog during clinic hours.
- For employees working less than full-time, including those on reduced periods of responsibility appointments, overtime compensation will only apply when the hours worked actually exceed thirty (35) hours in a work week. The employee will be paid at their regular hourly rate up to and including the 35<sup>th</sup> hour in a week and will only be compensated at the overtime rate for work beyond those hours.
- 12.11 Upon termination, promotion or a change of departments, an employee will be paid for outstanding accumulated lieu time.
- 12.12 Employees whose hours of work regularly begin at 4:00 p.m. or who work a shift where at least 50% of the hours worked that day are after 4:00 p.m. shall receive a shift premium of \$0.45 per hour for those hours worked after 4:00 p.m.
- Weekend Premium**
- 12.13 Employees required to work on weekends shall receive a premium of \$0.50 per hour for all scheduled hours worked.

- 12.14 There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.

## **ARTICLE 13 – JOB POSTINGS**

- 13.01 Subject to Article 13.04, when the University decides to fill a vacancy in the bargaining unit it will be filled by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on the Human Resources website for five (5) working days. It is the University that determines if a vacancy exists and, if so, whether it will be filled.
- 13.02 Each posting must identify: the date of the posting, the job posting number, the date by which applications must be received, the job title, the appointment type (*i.e.* “continuing”, “term” or “continuing term”), the FTE of the position, the usual hours of work, the Department, salary grade, a description of the work, and the qualifications required.
- 13.03 It is the responsibility of each applicant to set out in their application the skills, qualifications, abilities, and relevant experience, relative to the criteria stated in the job posting.

### **Posting Not Required**

- 13.04
- a) The Employer is not required to post a position if the successful candidate rescinds their acceptance of the employment offer at any time within two (2) weeks prior to the scheduled start date. Should the successful candidate withdraw their acceptance within two (2) weeks prior to the scheduled start date, the University will consider the applicants of the original posting.
  - b) The University may, without posting, fill temporary vacancies of less than six (6) months and vacancies caused due to illness, accident, leaves of absences (including pregnancy and parental) need not be posted but the Employer will make every reasonable attempt to fill such positions from within the bargaining unit.
  - c) The Employer is not required to post a position if a posted position is filled but becomes vacant again within three (3) months of the successful applicant being placed. The University may reconsider the applicants to the original posting.
  - d) If a successful applicant accepts a position, which then creates a second vacancy in the bargaining unit, that vacancy, and any subsequent vacancy, will be subject to the terms of Article 13.

### 13.05 **Application and Selection Process**

- a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department. Qualified bargaining unit applicants will be interviewed first and if there are no suitable candidates, they shall interview non-bargaining unit applicants. If there are no qualified applicants in the non-bargaining pool, the employer reserves the right to return to the internal applicants.
- b) The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of two (2) or more candidates are equal, the candidate with the most seniority will be selected.

13.06 When requested to do so, the University will meet with an employee who was granted an interview but who was not selected as the successful candidate to discuss how the employee might prepare for future job postings.

#### **Trial Period (current employees)**

13.07 The successful applicant shall be placed in the position for a trial period of three (3) months from the time that the new duties are assumed. A trial period may be extended for an additional three (3) months by mutual agreement of the Employer and Union. In the event the successful applicant is unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, they shall be returned to their former position and former salary rate. Any other employee promoted or transferred because of the initial trial period shall also be returned to their former or equivalent position without loss of seniority and at their former salary rate.

13.08 An applicant may be confirmed in a period shorter than the applicable trial period contained herein.

### **ARTICLE 14 – PROBATIONARY EMPLOYEES.**

14.01 The newly hired employee will be on probation for a period of ninety (90) working days or 630 hours for full-time employees or 630 hours for part-time employees.

14.02 Any casual employee who moves to a part-time or full-time appointment will be subject to the probationary period of ninety (90) working days or 630 hours. However, any hours worked in the previous six (6) months shall be counted toward their probationary period to a maximum of 315 hours.

14.03 At the time of their appointment, the employee will be advised of the job requirements and the employer's expectations of successful job performance that they must meet by the end of the probationary period.

### **Progress Review**

- 14.04 It is understood and accepted that a newly hired employee will receive feedback on their work performance on a regular basis. This will include but is not limited to a formal review which will be conducted within twenty-five (25) days for full-time employees or 175 hours worked for part-time employees.
- 14.05 An employee who transfers from part-time to full-time status, doing the same work, shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been completed, the number of hours worked during the ninety (90) working days immediately preceding the transfer shall be credited towards the probationary period.
- 14.06 An employee who transfers from full-time status to part-time status shall not be required to serve a probationary period where such employee has previously completed one since their last date of hire. Where no such probationary period has been completed, the number of hours worked during the ninety (90) working days immediately preceding the transfer shall be credited towards the probationary period.

### **Extension of Probationary Period**

- 14.07 If in the Employer's opinion the employee's performance and progress do not meet the job requirements, but may by the end of an extended probationary period, or if there has been insufficient opportunity to assess the employee's performance, the employee's probation may be extended by mutual agreement between the Employer and the Union.
- 14.08 At the end of the probationary period, if performance is deemed to be satisfactory the appointment will be confirmed in writing.

### **Termination of Employment**

- a) The employment of probationary employees may be terminated at any time during the probationary period, without recourse to the grievance and arbitration procedure regarding their termination, unless:
- (i) the decision to terminate is made in bad faith; or
  - (ii) the decision to terminate is contrary to Article 4; or
  - (iii) the procedures established in Articles 14.04 or 14.07 have not been followed.
- b) A grievance alleging violation of these grounds will commence at Step 2.
- c) The Union shall be notified in advance of any such termination and may choose to attend a meeting set for this purpose.

**ARTICLE 15 – SENIORITY**

- 15.01 Seniority for full-time employees shall be calculated based on the last date of hire with the University. For the purposes of calculating seniority, successive appointments will be considered continuous if the break between periods of employment is not greater than thirteen (13) weeks.
- 15.02 Seniority for part-time employees shall be calculated based on one (1) year being equivalent to 1,500 hours. An employee cannot predate their date of hire.
- 15.03 In the event that two (2) or more bargaining unit employees have the same date of hire their seniority ranking will be determined in accordance with the following process: the highest last three (3) digits of an employee's social insurance number will be the most senior employee. Each subsequent employee will fall in seniority according to declining social insurance digits. Upon request, either party can seek to change the seniority ranking process with not less than sixty (60) days' written notice.
- 15.04 Seniority will only be recognized following an employee's successful completion of the probationary period.
- 15.05 Except as otherwise expressly stated, seniority will be maintained and will not be affected by an employee's absence from work due to vacation, paid holidays, approved sick leave, or other approved leaves provided for in this Agreement.
- 15.06 An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time. An employee whose status is changed from full-time to part-time shall receive credit for their full seniority on the basis of 1,500 hours paid for each year of full-time seniority. An employee whose status is changed from part-time to full-time shall receive credit for their full seniority on the basis of one (1) year of seniority for each 1,500 hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- Seniority Lists**
- 15.07 The University will post seniority lists at both Family Health Team locations and on the Queen's Family Health Team shared file system in April and October of each year. The seniority list will include the name of each employee in the bargaining unit who has completed their probationary period. Seniority for full-time employees shall be posted as a date and for part-time employees shall be posted in total hours worked. A copy of the seniority list will be provided to the Union in electronic format.

- 15.08 Employees shall have the right to challenge the accuracy of their seniority for a period of thirty (30) calendar days from the date the seniority list is posted on the Queen's Family Health Team shared file system. If the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.

#### **Deemed Termination**

- 15.09 An employee shall be deemed terminated, shall lose all seniority, and their name shall be removed from the seniority list if the employee:

- a) quits their job or retires;
- b) is discharged for cause and is not reinstated;
- c) is absent from work for five (5) consecutive working days without authorization from their supervisor, unless the failure to contact the supervisor to obtain authorization is due to extraordinary circumstances beyond the employee's control that prevent them from doing so;
- d) fails to return to work at the end of an authorized leave of absence without the consent of their supervisor, unless the failure to contact the supervisor to obtain consent is due to extraordinary circumstances beyond the employee's control that prevent them from doing so;
- e) utilizes a leave of absence for purposes other than that/those for which the leave of absence was granted;
- f) has a term appointment that ends on the original end date stated in the employee's letter of offer and the employee does not obtain another position in the bargaining unit within 6 months of that end date; or
- g) receives severance pay.

Any subsequent employment with the University thereafter shall be as a new, probationary employee.

### **ARTICLE 16 – Conversion of Term Appointments to Continuing Appointments**

- 16.01 A term appointment shall be deemed to be a continuing appointment to a position if the employee's length of consecutive term appointments to the same position exceeds thirty-six (36) months.



- 16.02 If an employee's term appointment to a position expires but the employee is appointed to the same position within thirteen (13) weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between two (2) such appointments shall **not** be included in the calculation of the employee's length of consecutive appointments to the same position.
- 16.03 An employee whose appointment status is changed because of the operation of this Paragraph will receive a letter from Human Resources confirming their change of status within thirty (30) days of the change.

## **ARTICLE 17 – LAYOFF AND RECALL**

- 17.01 Operational reasons that may include budgetary constraints, discontinuance of funding, organizational restructuring, reorganization of duties and responsibilities, reduction of funding, or technological change may make it necessary for the Family Health Team to reduce the complement of employees in the bargaining unit by:
- a) declaring a short term layoff,
  - b) by eliminating one (1) or more bargaining unit positions from the department, or
  - c) by reducing the hours of one (1) or more bargaining unit positions in the department.
- No person employed by the University shall perform duties normally assigned to bargaining unit employees if doing so will result in the layoff, or in a reduction of the regular work hours, of any bargaining unit employee.
- 17.02 In the event of a permanent layoff the University shall:
- a) provide the Union with notice of the proposed layoff fourteen (14) days in advance of notice to the employee(s); and
  - b) provide to the affected employee(s), no less than three (3) months' written notice of layoff, or pay in lieu thereof.
- 17.03 Within two (2) weeks of notifying the Local Union President or designee about the pending layoff, the University will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the University and the Union may explore and agree to alternative arrangements that meet the operational needs of the Queen's Family Health Team and eliminate the need for, or reduce the impact of, the layoff.

- 17.04 An employee will normally be expected to work through the notice period, but the University may choose not to require the employee to attend at work during all or part of the notice period in which case the employee will be so advised in writing and such decision will not affect the employee's entitlement(s) pursuant to Article 17.
- 17.05 If a position(s) that is subject to a layoff is one of a number of positions in the Queen's Family Health Team for which the required qualifications and the duties are substantially similar, the employee(s) will be laid off in reverse order of seniority. Subject to the foregoing, probationary employees shall be laid off first.
- 17.06 Full-time and part-time employees shall not be laid off where there exists a temporary employee in the same classification.
- 17.07 The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which written notice of layoff is delivered by registered mail to the employee's address on file with Human Resources, whichever is earlier.
- a) if an employee is on pregnancy or parental leave, the notice period will begin on the date the employee is scheduled to return to work from such leave;
  - b) if an employee is on WSIB or LTD leave, the notice period will begin on the date the employee is determined to be fit to return to work from such leave;
  - c) if an employee is on short term sick leave, the notice period will begin on the date the employee is deemed fit to return to work from sick leave.
- 17.08 Prior to implementing a short-term layoff (less than three (3) months), employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.
- 17.09 Employees shall have the following entitlements in the event of a layoff;
- a) An employee who has been notified of a layoff may:
    - (i) Accept the layoff; or
    - (ii) Opt to retire if eligible under the terms of the University's pension plan as outlined in Article 23; or
    - (iii) elect to fill a vacant position, provided they are qualified to perform the available work; or

- (iv) displace an employee with lesser seniority whose work they are qualified to perform.
- b) In all cases of layoff:
  - (i) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
  - (ii) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
  - (iii) All regular part-time and regular full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and part-time categories before any new employee is hired into either category.
  - (iv) Full-time and Part-time layoff and recall rights shall not operate so as to create an inequity for more senior employees. Thus if a Part-time employee has greater seniority than a Full-time employee, the Part-time employee may displace the more junior full time employee.
  - (v) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.
  - (vi) Should a vacant position exist, it shall be filled by an employee on layoff provided that the laid off employee has the qualifications and relevant experience to fill the vacancy. If no laid off employee has the qualifications and relevant experience, the vacant position shall be subject to the posting process as articulated in Article 13 – Job Postings.

### **Recall from Layoff**

- 17.10 Regular full-time and regular part-time employees shall be recalled in the order of seniority provided that an employee recalled is qualified to perform the available work.
- 17.11 During the notice period an employee will remain enrolled in all premium based benefit plan(s) in which they were enrolled on the date of notice of layoff.
- 17.12 An employee will receive severance pay in accordance with Appendix G and will cease employment with the Employer if the employee's notice period expires and they have not been recalled in accordance with Article 17.

## **Term Appointments**

- 17.13
- a) The *Layoff* provisions of the Agreement do not apply to a term appointment that continues to its stated end date.
  - b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with the *Employment Standards Act, 2000*. If the employee does not obtain alternate employment with the University during the notice period, they shall be entitled to receive severance pay in accordance with the *Employment Standards Act, 2000*.

## **ARTICLE 18 – LEAVES OF ABSENCE**

- 18.01 A leave of absence will not operate to extend or otherwise alter the end date of a Term Appointment.

18.02 **Bereavement**

- a) In the event of a death in an employee's immediate family or in the event of the death of a close relative, leave without loss of pay may be granted for a period of up to five (5) working days within the seven (7) consecutive calendar days immediately following the death. 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 including a current step parent, spouse, partner, child including a child of the employee's current spouse, a sibling including a current step sister or current step brother, current mother-in-law, current father-in-law, grandparent or grandchild, the employee shall be granted a leave of absence without loss of pay for a period of five (5) working days within the seven (7) consecutive calendar days immediately following the death.
- b) Upon request at the time of the bereavement, an employee may elect to set aside one (1) day of available bereavement leave to be used within one (1) year of the death, to attend a memorial service, interment, or the like.

- 18.03 Where an employee's scheduled vacation is interrupted by a death that gives rise to an entitlement to Bereavement Leave under Article 18.02 (a), and if, upon request, the employee can provide verification of the death, the employee shall be entitled to substitute Bereavement Leave days for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.

### **Compassionate Leave**

- 18.04 Important or unusual circumstances may make it necessary for an employee to be absent from work for short periods of time. A sudden serious illness in the employee's household, a medical or dental appointment or other such infrequent emergency normally will not result in loss of salary. Each situation will be decided by the Department Head/designate having regard for the requirements of Article 6.02 and recognizing that such leave is an earned privilege but not an established right.

### **Medical Appointments**

- 18.05 Leave with pay will be granted up to a maximum of fourteen (14) hours in any calendar year for certain designated causes such as medical, dental, or health related appointments. Said leave must be requested at least two (2) business days prior to the appointment and can be taken in ½ hour increments.

### **Elections**

- 18.06 An employee who is a candidate in a provincial or federal election will, on request to their Department Head/designate, be granted leave of absence without pay during the campaign period and, if elected, during one (1) term in office.
- 18.07 The recommended length of unpaid leaves of absence for campaign purposes are as follows:
- a) for election to either the Parliament of Canada, or the Provincial Legislature, leave for the equivalent of up to thirty (30) days;
  - b) for election to Municipal, Regional or County Office, leave for the equivalent of up to ten (10) days, depending on the nature of the office being sought.
- 18.08 Election to a second term or appointment to a cabinet post requires that the employee resign from their position with the University.
- 18.09 If the employee is elected to a position that does not require time away from work, Article 18.07 shall not apply.
- 18.10 While there is no guarantee that an employee returning from this leave will be assigned to their former position, they will be returned to a similar or comparable position within their department, if available. If no such similar or comparable position exists within their department, they will receive notice of layoff upon their return.
- 18.11 During the period of time that the employee is on leave as a result of being elected, vacation accrual will end effective the last day worked. Vacation accrual for the year in which the employee returns to work will be pro-rated to reflect the actual time worked during the accrual period in that year.

## **Family Leave**

### **18.12**

#### **Pregnancy Leave – General**

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except as amended in this Agreement.
- b) At least one (1) month in advance of the expected delivery, the employee should make written application to the department head, or designate, for pregnancy leave including the date the leave will commence and the expected date of return to work but in no event shall such written application be provided less than two (2) weeks prior to the commencement of the leave. In cases where the exact date of the birth of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth.
- c) The employee must inform the Employer of any changes to the originally stated return to work date at least one (1) month prior to the effective date of the change, or one (1) month in advance of the original return to work date, whichever is earlier.
- d) Upon return to work the employee is entitled to return to their previous position and salary. If that position no longer exists, the layoff provisions will apply.
- e) Seniority will be maintained, and length of service and vacation entitlement continue to accrue, while the employee is on a Pregnancy Leave. Upon return to work, the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of their leave, which may include additional approved leave such as Parental Leave or a Leave of Absence Without Pay, taken after the Pregnancy Leave.
- f) During the period of Pregnancy Leave, the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.
- g) Unusual pregnancy or birth situations may occur where the normal application of this Article may not be appropriate. Such special cases should be reviewed with Human Resources.

### **18.13**

#### **Supported Pregnancy Leave**

- a) “Supported Pregnancy Leave” is a Pregnancy Leave that is financially supported, with top-up payments as outlined in Article 18.13(c) below, for up to twenty (20) weeks.

- b) To qualify for Supported Pregnancy Leave, an employee must have been employed continuously for one (1) year or more and hold a current appointment of a year's duration or longer.
  - (i) Eligible employees will receive a top-up payment specified below;
  - (ii) The top-up payment will be made on the understanding that the employee is expected to return to work and remain an employee of the University for six (6) months following their return from a Supported Pregnancy Leave (including additional approved leave, such as Parental Leave or a Leave of Absence Without Pay, taken after Pregnancy Leave). Should an employee quit and therefore not satisfy the six (6) month condition, they shall be indebted to the University for the sum of the monies paid to them during their Supported Pregnancy Leave and will be required to repay these monies to the University.
  - (iii) Unusual circumstances may occur where the normal application of Sub-Paragraph (ii) above may not be appropriate. Such special cases should be reviewed with Human Resources.
  - (iv) Sub-paragraph (ii) does not apply to an employee who holds a Term Appointment that expires during their leave.
- c) Supported Pregnancy Leave top-up allowance is as follows:
  - (i) Week 1:  
A payment equivalent to 100% of the employee's normal basic earnings for the first week of the pregnancy leave;
  - (ii) Weeks 2 to 17:  
For the next sixteen (16) weeks of the pregnancy leave, the employee will receive from the University, a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee receives; and
  - (iii) Weeks 18 to 20:  
A payment equivalent to 100% of the employee's normal basic earnings for the remaining three (3) weeks of the Supported Pregnancy Leave.
- d) All payments by the University for Supported Pregnancy Leave shall only be payable when the employee is receiving Employment Insurance ("E.I.") benefits and has provided proof of same to the University. Such proof will not be made available by E.I. until after the leave has commenced and hence University payments will be retroactive.

- e) Any period of leave beyond these twenty (20) weeks is unsupported and falls under the provisions of Parental Leave or Leave of Absence Without Pay.
- f) Supported Pregnancy Leave may be initiated by the employee at any time within twelve (12) weeks of the expected delivery date.
- g) The employee's participation in the *Revised Pension Plan of Queen's University* will continue with both employee and employer contributions as well as accrual of pensionable service during the period of Supported Pregnancy Leave.

#### 18.14 **Unsupported Pregnancy Leave**

- a) An employee who is not eligible for Supported Pregnancy Leave may nevertheless qualify for Unsupported Pregnancy Leave (*i.e.* leave without pay). In accordance with the *Employment Standards Act*, an employee who has accrued at least thirteen (13) weeks of continuous service preceding their expected date of delivery is entitled to Unsupported Pregnancy Leave of up to seventeen (17) weeks, provided they submit a written request for such leave to their Supervisor/Manager or designate.
- b) An employee may begin their Unsupported Pregnancy Leave up to seventeen (17) weeks before the expected date of delivery.
- c) Unless the employee qualifies for Supported Pregnancy Leave, any period of leave granted beyond these seventeen (17) weeks is also unsupported and will fall under the provisions for Parental Leave or Leave of Absence Without Pay.
- d) An employee who does not meet the eligibility requirements for Unsupported Pregnancy Leave shall be granted, upon written request, a Leave of Absence Without Pay.

#### 18.15 **Parental Leave – General**

##### **Definitions:**

Standard Parental Leave: a leave of absence from work of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.

Extended Parental Leave: a leave of absence from work of up to 61 weeks if the employee took a Pregnancy Leave or up to 63 weeks if the employee did not take Pregnancy Leave.

- a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except as amended by this Agreement.
- b) The employee must inform the Employer of any changes to the



originally stated return to work date at least one (1) month prior to the effective date of the change, or one (1) month in advance of the original return to work date, whichever is earlier.

- c) Parental Leave must begin within seventy-eight (78) weeks of the birth of the baby or within seventy-eight (78) weeks of when the child first came into the custody or care of the parent.
- d) An employee who has taken a Pregnancy Leave must commence their Parental Leave when their Pregnancy Leave ends. The combined total of Pregnancy Leave and Parental leave for an employee shall not exceed eighty-one (81) weeks.
- e) Upon return to work the employee is entitled to return to their previous position and salary. If that position no longer exists, the layoff provisions will apply.
- f) Seniority will be maintained, and length of service and vacation entitlement continue to accrue, while the employee is on a Parental Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of their leave, which may include additional leave, such as a Leave of Absence Without Pay, taken after the Parental Leave.
- g) During the period of Parental Leave the University will continue the employee on the benefits in which they are enrolled immediately prior to the commencement of their leave if they so choose. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.
- h) If both parents are employees, both parents can take Parental Leave, and can, if they choose, take such Leave at the same time.
- i) For purposes of 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 their own.
- j) An employee shall provide their Department Head, or designate, with as much advance notice as possible of a Request for Parental leave, but in no event shall such written notice be provided less than four (4) weeks prior to the commencement of the leave. In cases where the Parental Leave is an extension of the employee's Pregnancy Leave, the notice should take place at the same time as the application for Pregnancy Leave.
- k) In cases where the exact date of the birth/adoption of the child is unknown, the employee must keep their Department Head/designate advised of the expected date of birth/adoption proceedings.

- a) "Supported Parental Leave" is a Parental Leave that is financially supported, with top-up payments as outlined in Article 18.16(e) below, for up to fifteen (15) weeks.
- b) 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.
  - (i) Eligible employees will receive a top-up payment specified below;
  - (ii) The top-up payment will be made on the understanding that the employee is expected to return to work and remain an employee of the University for six (6) months following their return from Supported Parental Leave (including additional approved leave such as Leave of Absence Without Pay, taken after Pregnancy Leave). Should an employee quit and therefore not satisfy the six (6) month condition, they shall be indebted to the University for the sum of the monies paid to them during their Supported Parental Leave and will be required to repay these monies to the University.
  - (iii) Unusual circumstances may occur where the normal application of Sub-Paragraph (ii) above may not be appropriate. Such special cases should be reviewed with Human Resources
  - (iv) Sub-Paragraph (ii) above does not apply to an employee who holds a Term Appointment that expires during their leave.
- c) If an employee is eligible for Supported Pregnancy Leave *and* Supported Parental Leave the total combined number of weeks for which they are eligible to receive top-up payments shall not exceed twenty (20) weeks. In all other cases, the maximum period for which an employee can be eligible to receive Supported Parental Leave top-up payments shall not exceed fifteen (15) weeks.
- d) All payments by the University for Supported Parental Leave shall only be payable when the employee is receiving Employment Insurance ("E.I.") benefits and has provided proof of same to the University. Such proof will not be made available by E.I. until after the leave has commenced and hence University payments will be retroactive.
- e) Eligibility for top-up payment for Week 1 will depend on whether the employee is required to serve a waiting period for purposes of entitlement to E.I. benefits. If the employee is required to serve a waiting period of one (1) week (i) a) below will apply. If not, then (i) b) will apply.
  - (i) Weeks 1:

- a) A payment equivalent to 100% of the employee's normal basic earnings for the first week of the Parental Leave; or
- b) the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

(ii) Weeks 2 to 15:

For the next fourteen (14) weeks of the Parental Leave, the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

- f) The employee's participation in the *Revised Pension Plan of Queen's University* will continue with both employee and employer contributions as well as accrual of pensionable service during the period of Supported Parental Leave.

18.17

**Unsupported Parental Leave**

- a) The amount of Unsupported Parental Leave available to an employee will depend on whether the employee has taken a Supported Parental Leave. Supported Parental Leave constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave. Therefore, for an employee who has taken Supported Parental Leave, a further period of Unsupported Parental Leave is available, up to a maximum of forty-eight (48) weeks.
- b) An employee who is not eligible for Supported Parental Leave may nevertheless qualify for Unsupported Parental Leave (*i.e.* leave without pay). An employee who has been employed with Queen's University for at least thirteen (13) continuous weeks before the birth of a child, or before the child came into a parent's custody, care and control for the first time (*e.g.* adoption), is entitled to up to sixty-three (63) weeks of Unsupported Parental Leave (*i.e.* leave without pay).

**Family Medical Leave**

- 18.18 An Employee may take a leave of absence, without pay, to provide care or support to a seriously ill family member pursuant to the entitlement provided by and requirements of the *Employment Standards Act*. Such leave shall be arranged with the employee's Department Head or designate.

#### **General Leave Without Pay**

- 18.19 The Employer may approve an employee's request for a leave of absence without pay for up to one (1) year.
- 18.20 The employee's request must be submitted in a reasonable amount of time in advance of the proposed commencement of the requested leave; reasonableness will be a function of the proposed length of the leave, the timing of the leave, and the operational requirements of the Unit.
- 18.21 Requests for unpaid leave must be submitted in writing to the employee's Supervisor and must indicate the date the leave is to commence, the duration of the leave, the return date, and the reason for the request.
- 18.22 The Supervisor will provide the Employer's written response to the employee within ten (10) working days after the request is submitted. In making its decision the Employer will consider, among other factors, the Unit's operational needs and the merits of the request. The Employer may require the employee to utilize accrued vacation and/or lieu time prior to approving a request for an unpaid leave. The administrative level at which approval for a leave request must be decided will depend on the operational impact of the proposed leave.
- 18.23 An employee who takes an unpaid leave of absence for a period exceeding one (1) month will not accrue seniority during the leave. However, the employee's seniority date will be maintained. Annual vacation entitlement in the year the unpaid leave is taken shall be pro-rated based on time actually worked.
- 18.24 The employee must contact the Client Services Unit of Human Resources to discuss arrangements for continued participation in staff benefit plans. The full cost for maintaining available coverage under such plans is entirely the responsibility of the employee.

#### **Jury or Witness Duty**

- 18.25 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify their immediate supervisor.
- 18.26 An employee will be granted leave for working time actually lost because of jury duty and for time spent in attendance under subpoena in a court proceeding in which the University is a party, provided that the employee provides their immediate supervisor with a written statement from an authorized public official or the counsel of the party on whose behalf they have been subpoenaed, certifying the required date and time of their court

attendance.

- 18.27 An employee who has been granted such leave will continue to be paid during their attendance for jury duty or under subpoena, as applicable, provided that they submit written confirmation of the date(s) and time(s) on which they appeared and/or served, authorized public official or the counsel of the party on whose behalf they have been subpoenaed.
- 18.28 The employee will sign over to the University the payment received for jury or witness duty, excluding payment for traveling, meals or other out of pocket expenses. The employee will provide the proof of the amount of pay received to their direct supervisor.
- 18.29 An employee who is called for jury duty or subpoenaed for attendance at court and who is temporarily excused from such duty or attendance must report to work if three (3) or more hours remain to be worked in their workday.
- 18.30 If the University subpoenas the employee as a witness, all time spent in witness preparation with the University's counsel and all time spent in attendance under subpoena will be considered time worked.

### **Moving**

- 18.31 The Department Head/designate may grant up to one (1) day of leave of absence with pay per calendar year to an employee who is moving from one residence to another in the local area.

### **Reservist Leave**

- 18.32 An employee who is a military reservist is entitled to take a leave of absence without pay if they are deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).
- 18.33 In order to be eligible to commence a reservist leave, the employee must have been employed by the University for at least six (6) consecutive months.
- 18.34 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 their previous position and salary. If that position no longer exists, the layoff provisions will apply. 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 their probationary period.

### **Voting Leave**

- 18.35 Each employee who is a Canadian citizen, eighteen (18) years or older and

who is otherwise eligible to vote is entitled to three (3) consecutive hours during the polling hours on election day to vote in a Federal, Provincial or Municipal election.

- 18.36 If an employee's hours of work do not allow for three (3) consecutive hours away from work during the polling hours they will be granted sufficient time off with pay, at a time to be determined by their Supervisor, to meet the requirement in Article 18.35.

### **Education Leave**

- 18.37 The parties acknowledge that the responsibility for professional development is shared between the employee and the Employer. In this regard, the parties will endeavor to provide flexible work schedules to accommodate the employee's time off requirements.

- a) Leave of absence, with pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to their manager or designate. Requests for such leave will not be unreasonably denied.
- b) A full-time or continuing part-time employee shall be entitled to a leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to upgrade their qualifications.
- c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment at the Employer may be granted at the discretion of the Employer upon written application by the employee to their manager or designate. It is understood that any educational seminar for which an employee requests expense reimbursement, approval is to be authorized beforehand by the employer. If a mandatory course falls after hours or on a weekend, the employee will be reimbursed at regular straight time or a day in lieu.
- d) If an employee is required to travel outside regular work hours to attend a mandatory conference or a mandatory workshop for the employer then the employee shall be reimbursed for the travel time at straight time or time in lieu.

## **ARTICLE 19 – SICK LEAVE**

- 19.01 Employees covered by this Collective Agreement who have completed their first three (3) months of employment 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.
- 19.02 Pursuant to the University's Sick Leave Plan and the University's

administrative guidelines, employees who are unable to carry out their assigned duties because of illness or injury are entitled to sick leave with pay for up to six (6) months or until the end of their appointment, whichever comes first. The administrative guidelines will be posted on the Human Resources website.

- 19.03 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 first three (3) months of employment shall not exceed a total of three (3) working days.
  
- 19.04 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.
  
- 19.05 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.
  
- 19.06 An employee may, with prior warning, be required to provide a physician's note confirming that the employee is medically unable to carry out normal duties due to illness. It is understood that a dentist will be considered a physician for the provisions of this Article. The Employer will reimburse the employee for the cost of the required physician's note up to a maximum of \$25.00 per note.
  
- 19.07 For those employees normally replaced, when absent, sick leave notification shall be made at least one (1) hour before the commencement of their shift. Those same employees shall endeavor to notify their supervisor of their ability to work their next scheduled shift by the end of business on the day preceding their next scheduled shift.
  
- 19.08 An employee shall notify their supervisor or designate as soon as possible on the first day of their 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 supervisor/designate and to the Return to Work Specialist at reasonable intervals.
  
- 19.09 Employees are expected to notify their supervisor/designate and the Return to Work Specialist as early as possible of their expected date of return to work.
  
- 19.10 Employees may be required to provide the Employer with a physician's certificate that the employee has been in the care of a physician and:
  - a) that the employee is able to return to work on a full-time basis without restrictions; or

- b) that the employee is able to return to work, with the nature and duration of any work restrictions described.

The Employer will reimburse the employee for the cost of the required physician's certificate up to a maximum of \$50.00 per certificate.

- 19.11 If, during an employee's vacation, they have a serious illness or accident requiring hospitalization or confinement to bed for a period of five (5) days or more, and which is verified by medical documentation, then sick leave days may be substituted for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.
- 19.12 Absences due to pregnancy related illness, prior to the birth, shall be considered as sick leave under the Sick Leave Plan.

## **ARTICLE 20 – HEALTH AND SAFETY**

- 20.01 The University is subject to the provisions of the *Occupational Health and Safety Act* and its regulations. It is agreed that the University 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. To this end, the Parties acknowledge and agree that all persons on University premises are required to comply with policies, procedures, regulations and standards relating to health and safety.
- 20.02 The Union will select a worker representative for the Family Medicine Joint Health and Safety Committee formed under the *Occupational Health and Safety Act*. This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- 20.03 A worker representative on the Family Medicine Joint Health and Safety Committee may become a certified worker representative on the Committee. The University will provide the required training for certification at no cost to the employee or the Union.
- 20.04 When a worker representative on the Family Medicine Joint Health and Safety Committee ceases to be employed in the bargaining unit, they will cease to be a worker representative on the Committee.

### **Family Medicine Joint Health and Safety Committee**

- 20.05
- i) The Family Medicine Joint Health and Safety Committee forms part of the Joint Multi-Workplace Health and Safety Committee structure governed by terms of reference at Queen's University.
  - ii) Meetings shall be held pursuant to the Terms of Reference for the Family Medicine Joint Health and Safety Committee. The minutes of all meetings shall be posted in all sites of the Family Medicine workplace.



- iii) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- iv) Where the employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

20.06 The University encourages regular discussion between employees and managers regarding workload and priorities. This includes discussion about resources, advice and support to allow employees to manage their workload. In the event that an employee has a particular concern regarding their workload, they are to bring this concern to their manager's attention without delay. The manager will endeavour to have a discussion with the employee in a timely manner.

20.07 The Employer and the Union agree that workplace violence will not be condoned. Workplace violence is defined as:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- c) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker;
- d) the Employer and the Union agree that incidents of verbal abuse will not be condoned.

An employee is required to report all incidents of workplace violence by completing the Department of Family Medicine/Queen's Family Health Team INCIDENT REPORT – STAFF MEMBER OR LEARNER.

## **ARTICLE 21 – VACATIONS**

21.01 Vacations with pay shall be calculated on the basis of length of continuous service with the Employer as of January 1<sup>st</sup> in each year.

21.02 Annual vacation allowances are determined in accordance with the following:

<b>Years of Continuous Service as of January 1</b>	<b>Vacation Entitlement</b>
less than 1 year	1.25 days for each completed month of service up to a maximum of 15 days

1 year or more	15 days (3 weeks)
more than 3 years	16 days
more than 4 years	17 days
more than 5 years	18 days
more than 6 years	19 days
more than 7 years	20 days (4 weeks)
more than 10 years	21 days
more than 12 years	22 days
more than 14 years	23 days
more than 16 years	24 days
more than 18 years	25 days (5 weeks)
more than 19 years	26 days
more than 20 years	27 days
more than 22 years	28 days
more than 24 years	29 days
more than 25 years	30 days (6 weeks)

21.03 The above table shall apply to full-time employees. However, continuing part-time employees, continuing term employees or reduced responsibility employees shall have their vacation entitlement pro-rated.

#### 21.04 **Vacation Scheduling**

- a) Employees shall indicate their annual vacation preference(s) on the Vacation Request Sheet by March 31<sup>st</sup> of each year, and the Employer shall post the final vacation schedule by May 1<sup>st</sup> of each year. Vacations will be scheduled at times mutually convenient to the Employer and employee having regard to operational requirements. Vacation requests submitted by March 31<sup>st</sup> shall be determined in accordance with seniority.
- b) **Prime Time Vacation**
  - (i) It is understood between the parties that prime time includes the periods of June 15<sup>th</sup> to September 15<sup>th</sup>, inclusive.
  - (ii) The maximum amount of vacation that may be requested by any full-time employee during prime time vacation will be ten (10) working days or seventy (70) hours. The maximum vacation that may be requested by any part-time employee during the prime time will be pro-rated by multiplying the ratio of actual to full-time hours worked annually by seventy (70) hours.
  - (iii) Vacation approval during prime time will be determined on the basis of seniority.
- c) All vacation requests submitted subsequent to March 31<sup>st</sup> shall be granted on a first come first served basis.
- d) Requests for vacation shall not be unreasonably and/or arbitrarily

denied.

- 21.05 Where a staff member has taken an unpaid leave of absence (not including pregnancy or parental leave) for a period or periods exceeding a total of one (1) month in the twelve (12) month period preceding January 1, vacation entitlement shall be pro-rated for the period or periods actually worked.
- 21.06 The Employer shall not be required to grant a vacation at a time which would adversely affect the operational requirements. Vacation requests must be submitted pursuant to 21.04 above.
- 21.07 It is not the University's policy to pay employees in lieu of taking vacation time. Employees and Supervisors must make every effort to ensure that employees take full vacation entitlement within the year for which it was intended. Notwithstanding the foregoing, carryover of vacation to the following calendar year may occur if:
- a) the supervisor grants an employee's written request for carryover, to a maximum of five (5) vacation days; or
  - b) exceptional operational circumstances prevented the utilization of vacation days. However, in no circumstance can an employee utilize less than ten (10) of their vacation days, or the pro-rated equivalent for new employees, continuing part-time employees, continuing term employees or reduced responsibility employees, in a calendar year.
- 21.08 Vacation days that have been carried over into a subsequent calendar year must be utilized before that current year's vacation and must be utilized in the calendar year into which they were originally carried forward.
- 21.09 No employee may take more vacation than is accrued to their credit at the time the vacation commences.
- 21.10 **Interruption of Vacation**
- a) If a staff member's vacation is interrupted by a death for which they are entitled to Bereavement Leave then their entitlement to substitute Bereavement Leave for vacation shall be governed by Article 18.03.
  - b) If a staff member's vacation is interrupted by a serious illness or accident then their entitlement to substitute sick leave for vacation time shall be governed by Article 19.11.

## **ARTICLE 22 – PAID HOLIDAYS**

- 22.01 Employees will not normally be scheduled to work on the following holidays:

New Year's Day\*  
 Family Day  
 Good Friday  
 Victoria Day  
 Canada Day

Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Day\*  
 Boxing Day\*

(\*pay for work on Christmas Day, Boxing Day and New Year's Day is addressed below under "Christmas Closing")

Plus any other days of paid leave as designated by the Employer or the Government of Canada or the Government of Ontario.

- 22.02 Provided an employee has worked their full regularly scheduled shift immediately preceding and immediately following each of the above noted holidays, they will be paid holiday pay at their regular straight time hourly rate for all hours they would otherwise have normally been scheduled to work on the holiday. An employee shall not lose their entitlement to holiday pay if they are absent on one or both of the qualifying days referred to above due to *bona fide* illness or due to an approved paid leave.
- 22.03 If an employee is on an unpaid leave of absence when a paid holiday falls, the employee shall receive pay for the paid holiday in accordance with the section 24(a) of the *Employment Standards Act*.
- 22.04 Should a holiday enumerated in Article 22.01 fall on an employee's regularly scheduled day off and so long as the employee worked their full regularly scheduled shift immediately preceding and immediately following the holiday, the employee will receive an alternate day off with pay on a date that is mutually agreed between the employee and their supervisor, which date must occur not later than twelve (12) months following the holiday. An employee shall not lose the entitlement to an alternate day off with pay if the employee is absent on one or both of the qualifying days referred to in Article 22.01 due to *bona fide* illness or an approved paid leave.
- 22.05 If an employee works on a Paid Holiday that would otherwise be a working day for the employee, at the employee's choice:
- a) the employee will receive pay at 1½ times their regular hourly rate for the hours worked on the paid holiday and another regular working day off with pay will be provided as a substitute for the holiday; or
  - b) the employee will receive their regular pay for the day **and** will receive premium pay at 1½ times their regular hourly rate for actual hours worked on the paid holiday;
  - c) An agreement under Paragraphs (a) or (b) must be made between the employee and their supervisor at the time the holiday work is scheduled.

- 22.06 If an employee works on a Paid Holiday that would **not** otherwise be a working day for the employee, at the employee's choice:
- a) the employee will receive pay at their regular hourly rate for the hours worked on the paid holiday and substitute another regular working day off with pay; or
  - b) the employee will be paid for the day and receive premium pay at 1½ times their regular hourly rate for actual hours worked on the paid holiday.
  - c) An agreement under Paragraphs (a) or (b) must be made between the employee and their supervisor at the time the holiday work is scheduled.

### **Christmas Closing**

- 22.07 During the closure of normal operations during the Christmas period employees are entitled to time off between Christmas and New Year's Day inclusive, and will receive regular pay for those hours they would have otherwise been scheduled to work.

- 22.08 Part-time employees will be scheduled up to their regular scheduled hours and will be offered extra hours up to thirty-five (35) hours for the week. If there are additional available hours then they shall be offered to casual employees. If there are still hours to be filled then those hours shall be offered to all staff on a voluntary basis. If no volunteers come forward then staff will be scheduled individual days in reverse order of seniority.

**Clarification Note:** Scheduling in reverse order of seniority entails calculating the number of shifts to be covered and offering a choice of those shifts to the most senior of the group of employees who will be assigned a shift. Once the most senior employee has chosen, the specific shifts remaining will be offered to the next most senior employee and so on until all shifts are staffed.

- 22.09
- a) Should an employee be scheduled to work on any day during the Christmas closure that the employee would have normally worked if not for the closure, they will be paid in accordance with Article 22.05.
  - b) Should an employee be scheduled to work on any day during the Christmas closure that the employee would **not** have normally worked if not for the closure, they will be paid in accordance with Article 22.06.

- 22.10 When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. However, if Christmas Eve falls on a Monday, then December 24<sup>th</sup> will be observed as part of the Christmas Closure. If Christmas Eve falls on a Saturday or Sunday, then regularly scheduled hours will be worked on the previous Friday.

- 22.11 If New Year's Day falls on a Thursday, Friday January 2<sup>nd</sup> will be observed as part of the Christmas Closure.
- 22.12 With the exception of Christmas, Boxing Day and New Year's Day, if any other observed holiday listed in Article 22.01 falls on a Saturday or Sunday, the University will designate an alternate day of observance.
- 22.13 If Christmas, Boxing Day and New Year's Day fall on a Saturday or Sunday, the alternate day will be part of the Christmas Closure, with the only exception being when New Year's Day falls on a Sunday, in which case it will be observed on Monday, January 2<sup>nd</sup>.
- 22.14 The actual dates of the closure (normal working days) will be determined by the University. In general, the dates of the closing will be in accordance with the day of the week upon which Christmas falls, according to the following guideline:

If Christmas Day Is	The Normal Week Off Is
Sunday	December 26, 27, 28, 29,30 and January 2
Monday	December 25, 26, 27, 28,29 and January 1
Tuesday	December 24, 25, 26, 27, 28, 31 and January 1
Wednesday	December 25, 26, 27, 30, 31 and January 1
Thursday	December 25, 26, 29, 30, 31, January 1, and 2
Friday	December 25, 28, 29, 30, 31 and January 1
Saturday	December 27, 28, 29, 30, 31

- 22.15 Remembrance Day is not a Paid Holiday. However, an employee who wishes to attend one of Queen's Remembrance Day services during work hours will be allowed sufficient paid time to do so with the approval of their supervisor/designate. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Remembrance Day service will be given sufficient time, up to a maximum of four (4) hours, to do so, with the first hour as paid time; the employee must request leave from their department head/designate a minimum of two (2) weeks in advance of November 11<sup>th</sup>.

## **ARTICLE 23 – PENSION, HEALTH, and MEDICAL BENEFITS**

- 23.01 The University shall continue to make available to the employees the plans as outlined below. These plans shall be administered in accordance with the policies and procedures established by the University and/or the Insurer. Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union.
- 23.02 **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*").

Effective Date	Current
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	7%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	9%

23.03 **Long Term Disability Income Plan (Premiums are 100% paid by Employee)**

- a) Employees hired by the University on or after the date of ratification will be required to enroll in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member is placed on LTD their position will be held for a period of up to three (3) years.
- b) Employees age 65 and over are not eligible for coverage under this plan, so an employee may withdraw from enrollment in the LTD plan six (6) months prior to their 65<sup>th</sup> birthday.
- c) The Union will be notified by the Employer when LTD application documents have been sent to an employee.

23.04 **Group Life Insurance** (Premiums are 55% paid by Employer and 45% paid by Employee).

23.05 **Queen's Supplementary Medical Plan** (Premiums are 100% paid by the University)

23.06 **Dental Plan** (Premiums are 100% paid by the University)

## **ARTICLE 24 - EARLY AND SAFE RETURN TO WORK**

24.01 The Employer and the Union are committed to a consistent and fair approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

24.02 The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.

- a) An employee who is ready to return to work will provide the Specialist, Return to Work or designate with medical verification of their ability to return to work, including specific information regarding

any restrictions.

- b) In creating a back to work plan, the Specialist, Return to Work or designate will examine the employee's abilities and accommodation needs to determine if the employee can return to their:
  - (i) original position;
  - (ii) original position with modifications to the work area and/or equipment and/or the work arrangement; and
  - (iii) alternate positions outside the original position, including current vacancies.
- c) As soon as practical, the Specialist, Return to Work or designate, the manager to whom the employee reports to and the Union will meet with the returning employee to create, recommend and review the return to work plan.
- d) For purposes of finding suitable accommodation, the following factors must be considered:
  - (i) skills, ability and experience;
  - (ii) ability to acquire skills within a reasonable period of time;
  - (iii) path of least disruption in the workplace; and
  - (iv) the principle that all efforts shall be made to provide work to someone that otherwise would remain outside the active workplace.
- e) The Employer and the Union will monitor, with the employee, their progress as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate will be required in either case.
- f) All return to work arrangements will be in writing containing the details of the accommodation and signed by the employee, Union and Employer.

## **ARTICLE 25 – ORGANIZATIONAL OR TECHNOLOGICAL CHANGE**

### **25.01 Technological Change**

- a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employees within the bargaining unit;
- b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees



and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned; and

- c) Employees who are subject to layoff due to technological changes will be given notice of such layoff at the earliest reasonable time and subject to the obligations contained in Article 15 – Seniority and Article 17 – Layoff and Recall.

25.02 The Employer agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training if such training is needed to perform the employee's duties in the current position. The Employer agrees that necessary training will be provided at no cost to the employees involved.

25.03 ***Organizational Change***

In the event that organizational change is instituted, the Employer will notify the Union as soon as practicable of the impending change. The Employer undertakes to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

## **ARTICLE 26- TRANSPORTATION ALLOWANCE**

26.01 Those employees who use their automobile to perform their duties for the Employer shall be reimbursed at the per kilometer rate set out in the University's *Policy for Travel and Related Expenses*, updated as of April 1, 2012. There may be circumstances where the Employer determines that a car rental is more cost effective for the Employer. As such, appropriate arrangements will be made with the car rental agency to acquire a car rental for purposes of the employee performing their duties.

26.02 In the appropriate circumstances, employees receiving kilometrage allowance shall obtain third party liability insurance coverage in the minimum amount of \$1,000,000.00 inclusive coverage and shall file a certificate of such insurance coverage with the Employer. If an employee is required to do a home visit, at the discretion of their manager, they may either use their vehicle or be reimbursed for taxi fare

26.03 Employees who are required to make home visits shall notify their respective manager or designate that they have safely arrived at and concluded the visit.

## **ARTICLE 27 – EMPLOYEE FILES**

27.01 Personnel files are the property of the University. Except as otherwise permitted/required by this Agreement, documents contained in personnel files will not be removed or destroyed while the employee remains

employed with the University.

- 27.02 There shall be only one (1) official personnel file kept for each employee, which shall be maintained under the care and control of the Human Resources Department. When the University is considering disciplinary action, the employee's prior disciplinary record can only be assessed based on the information contained in the employee's official personnel file.
- 27.03 The University recognizes the rights of an individual to their privacy. Information about the employment and performance of University employees is considered to be confidential and will not be released to a third party unless the employee has provided a written authorization for the release of specific information or unless required by law.
- 27.04 An employee shall have the right, within five (5) days after submitting a written request to Human Resources therefor, to examine their official personnel file during normal business hours, in the presence of a representative from the Human Resources Department.
- 27.05 Access to personnel files will be limited to:
- a) the employee;
  - b) staff in HR; and
  - c) other authorized University officials in connection with personnel, administrative and/or labour relations matters.
- 27.06 **Effect of Leave of Absence on Discipline on File**
- If an employee has discipline on their file and is away from the workplace on a leave of absence in excess of thirty (30) calendar days, the period of the leave will not count toward the discipline's sunset clause of eighteen (18) months.
- 27.07 **Employee Health / Return to Work Files**
- a) All Employee Health / Return to Work files will be kept in an area separate from all other personnel files and under secure conditions.
  - b) Access will be limited to authorized persons within HR including but not limited to the Return to Work Specialist, who have a legitimate reason to access such files, it being understood that such persons may be required to supply information from those files to:
    - (i) the employee's Supervisor to facilitate return to work, and where relevant, accommodation, excluding information disclosing diagnosis, treatment type, or the designation of a medical specialist;
    - (ii) the Employer's authorized agents who determine entitlement

to and administer both the University's Sick leave and Long Term Disability plans;

- (iii) the Workplace Safety and Insurance Board (WSIB); or
- (iv) any authorized agent from any government or regulatory body entitled to access such information pursuant to applicable legislation.

## **ARTICLE 28 – PROFESSIONAL DEVELOPMENT/ORIENTATION.**

### **Professional Development**

28.01 Continuing professional development is a hallmark of the paramedical and nursing professions, including but not limited to nursing, pharmacy, social work, and dietetics, recognizing the importance of maintaining dynamic practice environments which include ongoing learning, maintaining competencies and career development. The Parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education, certification programs, and independent learning participation. The Parties recognize that participation in and commitment to professional development is a joint Union/Employer responsibility. To that end, the Parties agree:

- a) Responsibility for professional development will be shared between the individual and the Employer; and
- b) All employees shall have the opportunity to access programming which is required to fulfill their job duties and/or beneficial to their professional practice including:
  - (i) an orientation program; and
  - (ii) regular in-service training.

### **28.02 Remuneration**

- a) An employee shall suffer no loss of regular pay by reason of their participation in training.
- b) If mandatory in-service is scheduled during an employee's work hours, they shall attend and be compensated at their regular hourly rate. If mandatory in-service is scheduled outside of an employee's working hours, they shall be required to attend the mandatory in-service and shall be remunerated at 1.5 times their hourly rate.

### **28.03 Orientation**

It is agreed that an orientation program will be provided to newly hired employees as follows:

- a) The orientation as performed by the Clinic Manager of the Family Health Team or designate shall include a familiarization with the departments' physical environment, applicable Employer policies and Family Health Team policies and procedures.
- b) Newly hired employees will be given an orientation checklist to be completed during the course of the employee's orientation and to be reviewed with the Clinic Manager, Family Health Team or designate upon completion of the employee's orientation.
- c) Employees who displace other employees in the event of a layoff, employees recalled from layoff, and employees who are returning from an extended leave may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to satisfactorily assume the duties of the position. An employee may also request an orientation review, which request shall not be unreasonably denied.

28.04

**Student Supervision**

- a) Employees may be approached by the Employer to supervise activities of students. Equally the Employer will entertain the specific requests of current employees who wish to supervise students from their respective practice areas. If any employee chooses to supervise the student(s), the employee will be informed in writing of their responsibilities in relation to the student(s) and will be provided with what the Employer determines to be appropriate training for purposes of effecting the student's supervision.
- b) Any information that is provided to the Employer by the educational institution with respect to the skill level of the student(s) will be made available to the employee recruited to supervise the student(s). Upon request, the Employer will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.
- c) Effective the date of ratification, where an employee is assigned to student supervision duties, the Employer will pay the employee a premium of \$1.00 per hour for all hours spent supervising the student(s). If an alternate compensation arrangement exists, the employee will be paid the greater of the two (2) amounts.

**ARTICLE 29 – MISCELLANEOUS****Bulletin Boards**

29.01

The Employer will provide space on a designated bulletin board upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the employees. All material posted or distributed

must comply with the University's Signage Policy.

### **Cost of Printing Collective Agreements**

- 29.02 The cost of printing the Collective Agreement will be shared equally by Queen's University and the Union.
- 29.03 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.
- 29.04 The Employer will provide four (4) copies of this Agreement with original signatures to the Union within ninety (90) calendar days of its ratification by both parties. This Agreement will be posted to the Human Resources website. In addition, the Employer will make copies of the Agreement available to each newly hired employee upon the commencement of their initial appointment/work assignment; the Agreement will be made available in electronic format, unless a printed copy is requested by an employee.
- 29.05 It is each employee's responsibility to notify the Employer in writing of any change in the employee's mailing address. The Employer shall be entitled to rely upon the last address furnished by the employee for all purposes.
- 29.06 All formal notices to the Union or to the Employer required by this Agreement or incidental thereto shall pass to and from the Employer's Director of Employee/Labour Relations or their designate, and the OPSEU Staff Representative or their designate.

## **ARTICLE 30 - JOB SHARING**

- 30.01 The Employer and the Union agree job sharing arrangements may be entered into between the parties. Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be one (1) full-time position.
- 30.02 **Purpose**
- a) It is understood and accepted that the two (2) employees who are assuming the one (1) full-time position undertake to do so on a full-time permanent basis unless and until there is cancellation or withdrawal by one or both employees or the Employer.
  - b) In the event of cancellation or withdrawal, thirty (30) days' written notice is required to the other parties and such cancellation or withdrawal shall not be the subject of a grievance or subject to arbitration, unless it is arbitrary or unreasonable.
  - c) Participation in job sharing shall be on a voluntary basis.
  - d) Participants in the job share must be in the same position classification and each will be remunerated at their own current step salary rate.

## 30.03

**Implementation**

- a) It is acknowledged and recognized that only full-time employees shall be considered for job sharing arrangement.
- b) Where the job sharing arrangement arises out of two (2) full-time employees filling a vacant full-time position, the resulting two (2) full-time position vacancies will be subject to the posting and selection procedures outlined in Article 13 – Job Posting in this Collective Agreement.
- c) Any incumbent full-time employee wishing to share their full-time position may become a party to a job sharing arrangement without the requirement for their portion of the full-time job share position being posted. The remaining portion of the full-time position available for job share, however, will be subject to the posting and selection procedures outlined in Article 13 – Job Posting in this Collective Agreement.
- d) Where two (2) full-time employees wish to job share one (1) position, it is in the Employer's discretion to determine where, if any, job vacancy exists as a result of the job share and if such vacancy(ies) exist will be subject to the posting and selection procedures outlined in Article 13 – Job Posting in this collective agreement.
- e) The employees involved in a job sharing arrangement continue to receive benefits on a pro-rata basis (calculated in accordance with number of hours worked) available to them pursuant to this Agreement.
  - (i) Seniority accrual and credit for service for each employee of the job share shall be based on the hours worked.
  - (ii) For the purposes of vacation (Article 21 – Vacations), the employee shall have their vacation entitlement pro-rated.
  - (iii) For the purposes of Paid Holidays (Article 22 – Paid Holidays) the employee shall be paid a pro-rated portion for each designated holiday and Christmas Closing based on their normal hours of work as set out in the schedule.
  - (iv) Short-term sickness and other benefits shall be pro-rated based on normal hours of work as set out in the schedule.
- f) The job sharers shall propose a schedule of shift coverage for approval by the supervisor. The supervisor will review the proposed shift schedule and will confirm approval in writing, provided the schedule meets the operational needs of the Clinic.
- g) If one of the job sharers wishes to leave the job share arrangement, they shall provide their supervisor with thirty (30) days written notice. The vacant portion of the job share position shall be subject to the

posting and selection procedures outlined in Article 13 – Job Posting in this Collective Agreement. If there is not a successful applicant to the job share position, the remaining employee will revert to their former status as a full-time employee and the shared position shall become their full-time position.

#### 30.04 **Absences and Leaves**

- a) In cases of incidental illnesses and vacation, the hours will first be offered to the job share partner. If the partner declines, then it will be offered to other employees.
- b) In the event that one employee of the job sharing arrangement will be off work for a prolonged or extended absence, such as a Pregnancy Leave or extended vacation, the supervisor must be notified in writing by the employee in order to book coverage for the absence. The supervisor will review the needs of the coverage and will advise the remaining employee of those coverage needs. If the remaining partner is unable to cover some or all of the absent partner's shifts, they must advise the supervisor in writing.

#### 30.05 **Discontinuation**

- a) The Employer may discontinue the job sharing arrangement with ninety (90) days' written notice to the other party(ies).
- b) A meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- c) Should the Employer determine that the job share arrangements should be discontinued, the employees currently working in the job share arrangement would be entitled to a full-time vacancy if such vacancy exists or will be provided notice of layoff in accordance with Article 17 - Layoff and Recall of the Collective Agreement.

### **ARTICLE 31 – SALARIES AND CLASSIFICATIONS**

31.01 Salaries in present classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.

31.02 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 resolved to arbitration in accordance with grievance and arbitration provisions of this Agreement.

### **ARTICLE 32 – DURATION OF AGREEMENT**

32.01 This Agreement shall remain in full force and effect from July 1, 2018 and

extend to June 30, 2022 and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.

32.2 All changes other than salary are effective the date of the Union's ratification unless otherwise expressly provided.

Signed at via AdobeSign this 23rd day of November, 2022.

#### FOR THE EMPLOYER

Lisa Latour Colby

Lisa Latour Colby (Nov 22, 2022 11:11 EST)

Diane Cross

Diane Cross (Nov 23, 2022 09:47 EST)

Francine Janiuk

Francine Janiuk (Nov 22, 2022 11:50 EST)

#### FOR THE UNION

Allison Little

Allison Little (Oct 21, 2022 15:27 EDT)

Sue Dafoe

Sue Dafoe (Nov 14, 2022 08:43 EST)

Francine Janiuk

Francine Janiuk (Nov 29, 2022 17:01 EDT)



## **APPENDIX A: WAGES**

Effective Date		Start	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
Increase			1.00%	1.00%	1.00%	1.75%
Years of Experience						
<b>Dietitian</b>						
Step 1	< 5 years	\$34.98	\$35.33	\$35.68	\$36.04	\$36.67
Step 2	5 years	\$36.02	\$36.38	\$36.74	\$37.11	\$37.76
Step 3	8 years	\$37.11	\$37.48	\$37.85	\$38.23	\$38.90
<b>Pharmacist</b>						
Step 1	< 5 years	\$49.97	\$50.47	\$50.97	\$51.48	\$52.38
Step 2	5 years	\$51.46	\$51.97	\$52.49	\$53.01	\$53.94
Step 3	8 years	\$53.00	\$53.53	\$54.07	\$54.61	\$55.57
<b>Registered Practical Nurse</b>						
Step 1	< 5 years	\$23.60	\$23.84	\$24.08	\$24.32	\$24.75
Step 2	5 years	\$24.80	\$25.05	\$25.30	\$25.55	\$26.00
Step 3	7 years	\$26.05	\$26.31	\$26.57	\$26.84	\$27.31
Step 4	10 years	\$27.39	\$27.66	\$27.94	\$28.22	\$28.71
<b>Social Worker (MSW)</b>						
Step 1	< 5 years	\$38.80	\$39.19	\$39.58	\$39.98	\$40.68
Step 2	5 years	\$39.95	\$40.35	\$40.75	\$41.16	\$41.88
Step 3	8 years	\$41.16	\$41.57	\$41.99	\$42.41	\$43.15

1. Year 1 – Effective July 1, 2018

A scale increase of 1.0% will be applied to the base hourly rates. Each employee who was employed in the bargaining unit on July 1, 2018 and who remains employed in the bargaining unit on the date of ratification of this renewal agreement will receive a retroactive payment.

2. Year 2 – Effective July 1, 2019

A scale increase of 1.0% will be applied to the base hourly rates. Each employee who was employed in the bargaining unit on July 1, 2019 and who remains employed in the bargaining unit on the date of ratification of this renewal agreement will receive a retroactive payment.

3. Year 3 – Effective July 1, 2020:

A scale increase of 1.0% will be applied to the base hourly rates.

4. Year 4 – Effective July 1, 2021:

A scale increase of 1.75% will be applied to the base hourly rates.

5. Upon verification by the Queen's Family Health Team, on hiring, employees shall receive recognition for relevant and recent experience in their field of work pursuant to the step schedule contained in the Wage Appendix.
6. In the month of attaining the years of relevant and recent experience that is required in the step schedule contained in the Wage Appendix, a full-time employee will move up to the next step to the maximum step increase.
7. Part-time employees will be treated in accordance with the seniority provisions in Article 15.02.

## **APPENDIX B: TUITION SUPPORT PLAN**

Effective one (1) month following the date of ratification, the nominal value of the fund established for this plan shall be \$6,000.00 dollars.

### **Eligibility:**

A spouse and any dependent children of the OPSEU bargaining unit member are eligible for tuition support payments through this plan provided that the member meets the following criteria: that the OPSEU bargaining unit member has been continuously employed for at least one year and currently holds a continuing or term appointment of at least one (1) year's duration.

### **Plan:**

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 \$3,000 per academic year, per student. In the case of students not taking a full course load; the allowance will be prorated based on the student's percent course load in comparison with a full-time course load 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 \$3,000.00 per academic year per student).

To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.

Allowances will be made in two installments. An initial installment will be made in the fall term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$2,000.00 per claimant. A second and final installment will be made in the winter term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$1,000.00 per claimant. Students will be required to provide proof of continuing academic standing at their institution.

Applicants who are attending an institution where the first term begins during Queen's Winter term will receive the calculated amount for the first installment (to a maximum of \$2,000.00) 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 \$1,000.00). These applications should be submitted manually by contacting Human Resources directly.

Claimants will provide any and all documentation as required to administer 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 dependent child/spouse will be reimbursed by the University.

Term dates are as follows: Fall term means September through December and Winter term means January through April. Courses taken May through August are claimed and paid in combination with the fall term reimbursement. This plan will be administered by the University Registrar and all documentation must be received by that department between September 1 and October 31 for the Fall term and between January 1 and February 28 for the Winter term.

This is a taxable benefit.

These funds will be available on July 1 of each year of this Agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will **not** be carried forward to the next year but can be transferred in whole or in part to the Child Care Support Plan (Appendix E) as requested by the Union no later than April 15th.

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:**

1. **Dependent children:** natural, step, common law or adopted children under the age of twenty-five (25) prior to September 1<sup>st</sup> in the year of application will be eligible to apply for Fall and Winter reimbursement. Dependent children: natural, step, common law or adopted children under the age of twenty-five (25) prior to May 1<sup>st</sup> in the given year of application will be eligible to apply for Spring/Summer reimbursement to be paid in combination with the fall applications.
2. **Spouse:** a legal spouse, or common law spouse or partner.
3. **Recognized university or college is an institution that:** in Canada is a member of, or eligible for membership in, Universities Canada (formerly AUCC) or Colleges and Institutes Canada (formerly ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. 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.
4. **Full course load:** is 100% course load.
5. **Prorated allowance (course load):** is payment made for students with a course load of less than 100%; the payment will be prorated based on the student's course load in comparison with a 100% course load at the

attending institution.

6. **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).
7. **Prorated allowance (available funds):** payment is prorated among the number of claimants and available funds.
8. **Fall Term:** This period covers May through December; courses taken during this period are combined and the maximum allowance for this period shall not exceed \$2,000.00 per student.
9. **Winter Term:** This period covers January 1st through April 30th; courses taken during this period are combined and the maximum allowance for this period shall not exceed \$1,000.00 per student. Applicants who are attending an institution where the first term begins during Queen's Winter term will receive the calculated amount for the first installment (to a maximum of \$2,000.00) for this term.

## **APPENDIX C: 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 enroll 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 two (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 \$400.00 per year) for work-related courses at other recognized educational institutions.

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

#### **Eligibility**

Eligible employees are entitled to have the payment of tuition fees for Queen's credit courses waived at the time of registration. Employees with appointments of 40% or more will be eligible for tuition payment waiver after one (1) year of continuous employment at Queen's University.

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 pro-rated 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 60% of the dollar value of five (5) full-credit undergraduate Arts & Science courses.

Fees for graduate degree programs are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for an eligible employee enrolled part-time in a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to five (5) years of continuous registration for a master's degree program and seven (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 may have a maximum of three (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.

### **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 five (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, they 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 their 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 each term. This can be obtained from the Organizational Development and Learning Unit in Human Resources. Forward the signed Tuition Fee Waiver form to the Fee Payment section of the Office of the University Registrar.

**Note:** Each employee will be required to pay their tuition fee if a completed Tuition Fee Waiver form is not on file in the Office of the University Registrar.

The same application/registration procedure is required of employees as for any other student.

Employees are directed to contact the appropriate Faculty office or the Office of the University Registrar with any questions.

## **Exclusions**

Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are not covered under this Appendix. The payment of any of these fees is the responsibility of the employee.

Employees enrolled in undergraduate and/or graduate courses will be assessed activity fees by the respective student governments (Alma Mater Society, Society of Graduate & Professional Students). Opting out/payment of these fees is the responsibility of the employee. These fees are not covered under this Appendix.

## **Other**

All admission and registration requirements are the same as those for regular students. In addition, employees 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 Development and Learning Unit in Human Resources.

## **Professional Development Fund**

### **Eligibility**

All eligible employees, as previously defined under the 'Educational Development Fund', are entitled to reimbursement of their tuition fees (to a maximum of \$400.00 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 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 \$400.00 in one 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.

- 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.
- Tuition fees will only be reimbursed in the year in which the fees were incurred. This means that reimbursement is not retroactive.

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

Queen's has established a plan which enables employees to self-fund a leave of absence. Employees holding a continuing appointment are eligible to enroll in this 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 Appendix or in the formal agreement with the employee, conflicts with the Income Tax Act or any other legislation, that legislation shall take precedence.

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 Queen's University Staff Policy Manual or this Collective Agreement.

### **Procedures**

1. Initial approval to participate in the Self-Funded Leave Plan 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.
2. 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 in to an interest bearing trust fund. At the end of the specified period, the employee would go on leave of absence and be paid in monthly installments the amount set aside in the interest bearing trust. For example, under this plan, an employee may work full time for three (3) years, but receive (and pay tax on) only 75% of their 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.

The tax advantage to this program is that the employee may earn income in one (1) year but not pay tax on that income until a subsequent year. Also, by receiving 75% of full time salary for four (4) years instead of 100% salary for three (3) years, the employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

3. Deferral of salary may not exceed 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 employee's personal tax return each year even though they have not received payment. The amount of interest earned will be reported to the employee on a T5 form each year.
4. The leave must be at least six (6) months and no longer than a year. The leave must start within six (6) years of the date of the first deferral.

5. 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.
6. Leaves must be taken at the end of the deferral period. The employee may not, for example, take a leave in year two (2) and then pay the University back over the next three (3) years.
7. During the leave, the individual may not be employed by the University in any capacity even if that employment is casual and unrelated to their normal duties.
8. During the years that an employee is participating in the self-funded leave plan, C.P.P. must be based on actual earnings and EI on non-actual earnings. 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 their share of the premiums for their chosen benefit coverage.
9. It is expected that an employee will continue to be committed to their plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an employee may withdraw from the plan prior to taking their leave of absence provided that they notify 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.

**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 credit will continue to accrue during the time spent on leave. If an employee 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 their leave they may opt out of the plan, continue with the plan, remain in the plan but stop contributions while on pregnancy leave and experience a smaller accumulation amount in their account, or they 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 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 five (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 employee did not formerly possess.
7. The University intends to maintain the Plan in force indefinitely, but nevertheless reserves the right to amend, or discontinue the plan in whole or in part, at any time or times. However, 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 the Human Resources Department. Questions regarding this policy should be addressed to Human Resources.

## **APPENDIX E: CHILD CARE BENEFIT PLAN**

Effective one (1) month following the date of ratification, the nominal value of the fund established for this plan shall be \$6,000.00 dollars.

### **Eligibility:**

An OPSEU bargaining unit member who has a dependent child(ren) under the age of seven (7), is eligible for reimbursement under the Child Care Benefit Plan provided that the following criteria are met: that the OPSEU bargaining unit member has been continuously employed for at least one (1) year and currently holds a continuing or term appointment of at least one (1) year's duration.

### **Plan:**

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
- The maximum half day reimbursement will be \$10.00 per day. A half day is defined as a minimum of four (4) hours and less than six (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 \$20.00 per day. A full day rate is defined as a minimum of six (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 \$220.00 or full day attendance will be \$440.00.
- 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 or emergency care.
- 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 \$2000.00 per child will be provided only once per calendar year. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than full-time (e.g. 80% time appointment, 80% of \$2000.00 per child). There is no carry-over provision if the \$2000.00 is not used per year.

- Eligible dependent children are natural, step, common-law or adopted children under the age of seven (7).
- This is a taxable benefit.
- This program will include before and/or after school programs, school professional activity days and summer camps as defined under Appendix F.
- The nominal value of the fund established for this plan is \$6,000.00. These funds will be available on July 1 of each year of this agreement. In the event that the value of the eligible claims is less than the total amount available there will be no carry forward to the next year however funds may be transferred in whole or in part to the Tuition Support Plan as requested by the Union no later than April 15th.
- The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.

## **APPENDIX F: CHILD CARE BENEFIT PLAN**

**Before and/or after school programs, school professional activity days, or summer camps.**

### **Eligibility:**

An OPSEU bargaining unit member as defined under Eligibility in Appendix E Child Care Benefit Plan, who has dependent children under the age of eleven (11), in before and/or after school programs, school professional activity days, or summer camp is eligible for reimbursement under this Appendix.

### **Plan:**

- Claims paid under this Appendix are funded from the Child Care Benefit Plan Fund as described in Appendix E.
- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are to be submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
- The daily maximum reimbursement for before, after or both before and after school programs will be \$5.00.
- If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.00.
- The daily maximum reimbursement for professional activity days will be \$5.00.
- The daily maximum reimbursement for summer camp will be \$5.00.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the *Child Care Expenses Deduction*.
- 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.

- Claims made under both Appendix E and Appendix F for the same child will have a combined maximum of \$2000.00 per child. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than fulltime (e.g. 80% time appointment, 80% of \$2000.00). There is no carry-over provision if the \$2000.00 is not used per year.
- Eligible dependent children are natural, step, common-law or adopted children under the age of eleven (11).
- This is a taxable benefit.



### **APPENDIX G: SEVERANCE CHART**

<b>Completed Years of Continuous Service on Layoff Date</b>	<b>Regular Severance Pay (weeks of regular pay)</b>
Less than 2	0
2	0
3	1
4	2
5	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
15	17
16	18
17	19
18	20
19	22
20	24
21	26
22	28
23	30
24	32
25 or more	35

## **LETTER OF UNDERSTANDING RE: EI PREMIUM REDUCTION**

Between  
Queen's University  
and  
Ontario Public Service Employees Union  
on behalf of its Local 452

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 OPSEU, Local 452 and the University:

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

Signed at via AdobeSign this 23rd day of November, 2022.

### **FOR THE EMPLOYER**

Lisa Latour Colby

Lisa Latour Colby (Nov 22, 2022 11:11 EST)

Diane Cross

Diane Cross (Nov 23, 2022 09:47 EST)

Francine Janiuk

Francine Janiuk (Nov 22, 2022 11:50 EST)

### **FOR THE UNION**

Allison Little

Allison Little (Oct 21, 2022 15:27 EDT)

Sue Dafoe

Sue Dafoe (Nov 14, 2022 08:43 EST)

Francine Janiuk

Francine Janiuk (Nov 29, 2022 17:01 EDT)

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS  
("PENSION MOA")

Between:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 452  
("the Union")

- and -

QUEEN'S UNIVERSITY ("the University")

WHEREAS the Union and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

AND WHEREAS, following successful ratification by the Parties of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the PENSION MOA shall be appended to and form part of the current Collective Agreement between the Parties and any renewal collective agreement that comes into effect before the UPP Accrual Date (defined below);

AND WHEREAS, the University has confirmed its intention to provide retirees with a prescription drug card on terms and conditions to be determined by the University, and subject to pre-conditions resulting in the successful conversion and transfer of assets from the QPP to the UPP and the successful completion of the active employee benefits RFP; and,

NOW, THEREFORE, the Parties agree as follows:

1. This PENSION MOA constitutes the entire agreement of the Parties with respect to pension matters, including the proposed conversion and transfer of assets from the QPP to the UPP.
2. The Union agrees, on behalf of all employees in the bargaining unit participating in or eligible to participate in the QPP and covered by the current Collective Agreement and any Renewal Collective Agreement to the conversion of the QPP to the UPP under section 80.4 of the *Pension Benefits Act*, including the transfer of the QPP's assets and liabilities to the UPP.
3. The Union agrees to support the University's application, when made, for the Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.
4. Effective January 1, 2020, or, if later, the effective date of the UPP, Union-represented employees who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").

5. Union-represented employees who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.
6. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan.
7. Employees who are not members of the QPP as of the UPP Accrual Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.
8. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and such other terms as are otherwise provided under the definitive documentation establishing the UPP, including but not limited to the elimination of the ability to commence a pension under Section 5.02(2) of the QPP for members who had not attained their Normal Retirement Date by the UPP Accrual Date.

#### **Conditional Terms of Employment Effective on UPP Accrual Date**

9. Provided the conditions in paragraphs 3 and 11 have been satisfied and the QPP has been successfully converted to the UPP:
  - a. **Member/Employer Contributions under the UPP**  
Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.
  - b. **One Time Salary Increase**  
Effective on the UPP Accrual Date and upon the implementation of the contributions to the UPP described in paragraph a. above, a 1.5% special one-time salary adjustment to base earnings will be implemented.
  - c. **Unreduced Early Retirement for Minimum Guarantee Benefit**  
Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the QPP legacy provisions under the UPP shall be amended to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points on their retirement under the UPP.
  - d. **Amendments to Renewal Collective Agreement**  
On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

- i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule “A”;
- ii. The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario *Labour Relations Act* or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

### **General Provisions**


10. This PENSION MOA is expressly conditional on the contemporaneous execution, by the Parties, of the RENEWAL AGREEMENT MOA. If this condition is satisfied the PENSION MOA and RENEWAL AGREEMENT MOA are capable of being ratified by the Parties.
11. As soon as practicable following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall present both MOAs to their respective principals and will recommend unanimously the ratification of both memorandums of agreement.
12. Ratification by the University and the ratification vote by Union’s membership of both the RENEWAL AGREEMENT MOA and the PENSION MOA shall occur as soon as practicable with the results of the Union membership ratification vote to be tabulated not later than September 30, 2019.
13. Upon the successful ratification of the RENEWAL AGREEMENT MOA and this PENSION MOA, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.
14. This MOA shall be appended to and form part of the Renewal Collective Agreement and any further renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.
15. Unless expressly provided for to the contrary, neither this PENSION MOA, nor any constituent part shall have any retroactive force or effect.

16. This PENSION MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.

17. In the event that there are any errors or omissions in this PENSION MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this PENSION MOA that are required to give effect to their negotiated intention.

SIGNED THIS 27<sup>th</sup> DAY OF September, 2019

  
\_\_\_\_\_  
QUEEN'S UNIVERSITY

  
\_\_\_\_\_  
THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION AND ITS  
LOCAL 452 ("the Union")

  
\_\_\_\_\_  
QUEEN'S UNIVERSITY

  
\_\_\_\_\_  
Union

\_\_\_\_\_  
Union

## Schedule "A"

Current Collective Agreement Provision	Proposed Treatment						
17.09 (a)(ii) Opt to retire if eligible under the terms of the University's pension plan as outlined in Article 22; or	Replace "University pension plan as outlined in Article 22; " with "University Pension Plan"						
18.13 (g)The employee's participation in the <i>Revised Pension Plan of Queen's University</i> will continue with both employee and employer contributions as well as accrual of pensionable service during the period of Supported Maternity Leave.	Delete. Contributions to the UPP during leaves to be addressed in UPP text.						
18.16 (f) The employee's participation in the <i>Revised Pension Plan of Queen's University</i> will continue with both employee and employer contributions as well as accrual of pensionable service during the period of Supported Parental Leave.	Delete. Contributions to the UPP during leaves to be addressed in UPP text.						
<p>23.02 <b>Revised Pension Plan of Queen's University (the "Pension Plan")</b>  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 <i>Pension Benefits Act</i>, RSO 1990, c P.8, as amended from time to time</p> <p>(hereinafter, the "<i>Pension Benefits Act</i>")and also shall not exceed the maximum amount that is permitted under the <i>Income Tax Act</i>, RSO 1990, c P.8,as amended from time to time (hereinafter, the "<i>Income Tax Act</i>").</p> <table border="1" data-bbox="235 1633 753 2009"> <tr> <th data-bbox="235 1633 618 1686">Effective Date</th><th data-bbox="618 1633 753 1686">Current</th></tr> <tr> <td data-bbox="235 1686 618 1850">Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings</td><td data-bbox="618 1686 753 1850">7%</td></tr> <tr> <td data-bbox="235 1850 618 2009">Above the Canada Pension Plan Yearly Maximum Pensionable Earnings</td><td data-bbox="618 1850 753 2009">9%</td></tr> </table>	Effective Date	Current	Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	7%	Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	9%	Delete. Also delete "PENSION" from title of Article 23.
Effective Date	Current						
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	7%						
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	9%						