COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1302

July 1, 2021 – June 30, 2024

LAND ACKNOWLEDGEMENT

Queen's University and the Canadian Union of Public Employees, Local 1302 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of Canadian Union of Public Employees, Local 1302 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of CUPE Local 1302 are recognized and respected within our agreements.

Queen's University tánon ne Canadian Union of Public Employees, Local 1302 (the "Parties") ratiién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatiién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne Canadian Union of Public Employees, Local 1302 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of CUPE Local 1302 ronwatiién:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

Queen's University miinwaa Canadian Union of Public Employees, Local 1302 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi-oodenaang Kingston ezhnikaadeg temgak omaa akiinsing gaa-maadookiiwaad ingiw Nishnaabeg miinwaa Haudenosaunee'ag. Nsadwaabmaa'aan dash gonda "Parties" ezhnikaazjig ne'en sa Nishnaaben debendaagzijig omaa Canadian Union of Public Employees, Local 1302 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwag, babaayaawag miinwaa da wiiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa CUPE Local 1302 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gdininaakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

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ARTICLE 1 - GENERAL PURPOSE

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

a) maintain order and efficiency;

b) hire, classify, transfer, promote, demote, suspend, discipline, discharge for just cause, or lay off employees in accordance with Article 16;

c) establish, alter and enforce rules and regulations, hours of work, and work assignments or methods.

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

ARTICLE 3 - RECOGNITION

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

Librarians,
Archivists,
Senior Assistant,
Departmental/Financial Assistant,
Executive Assistant, formerly Administrative Assistant,
Staffing & Human Resources Assistant
Manager, Finance and Administration
Computer Programmer Analyst,
Systems Coordinator,
Manager, Human Resources,
Information Services Supervisor,
and persons regularly employed for less than 14 hours per week.

3.01.1 The Employer may engage students or other persons for summer and other temporary employment provided that such employment does not adversely affect the rights of employees under this Agreement. However, any employees engaged under this paragraph will automatically come under the jurisdiction of the Union once the period of employment exceeds 1 month, or in the case of summer students, 4 months.

3.01.2 Included as employees will be the incumbents in the Conservation Assistant and Circulation Clerk at Bracken Library positions plus any other similar regular part-time positions that might be originated.

3.01.3 Where the singular is used in this Agreement, it shall mean and include the plural or masculine where the context so implies.

3.01.4 Employees as defined in this Article shall be included in the bargaining unit whether or not they are paid from the University's operating budget.

3.02 A temporary employee is an employee who is hired on a term appointment to cover the lengthy absence of a continuing employee or to fill a short-term temporary position created to supplement existing staff, and who falls within the definition of the bargaining unit as contained in Article 3.01. If a temporary employee reaches the end date of their term appointment without receiving a continuing appointment, then their employment will lapse at the end date of that term appointment.

3.02.1 The parties agree that temporary employees are covered by the terms of this contract except for those Articles and conditions set out below:

a) The hiring of a temporary employee shall not be used to avoid the posting of a vacancy in a continuing position or to avoid the recall of a laid-off employee as specified in Article 16.08 of the Agreement.

b) The term appointment for a temporary employee shall not be shorter than 1 month nor longer than 1 year, although such an appointment may be for a longer period under special circumstances. Special circumstances are limited to Family Leave, LTD, WSIB, a leave of absence for a continuing employee who intends to return following their leave, or any other circumstances mutually agreed to by the parties. All temporary employees hired for reasons other than special circumstances will be considered continuing employees after they have completed one year of employment.

c) Temporary employees shall be paid in accordance with Appendix "A" of this Agreement.

d) A temporary employee shall be eligible to apply for any posted vacancy which will result in a continuing appointment or for other term appointments; however, they will only be considered if there are no qualified applicants holding continuing appointments. If a temporary employee receives a continuing appointment and is

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

e) A temporary employee shall not accumulate seniority for purposes of layoff and recall, but shall accumulate seniority for the purpose of job postings and continuing appointments. A temporary employee who is granted a continuing appointment shall have their seniority dated from their date of employment in the bargaining unit.

f) A temporary employee who is re-hired within 30 days of termination of employment shall suffer no loss of accrued seniority for the purpose of job postings and continuing appointments.

g) The Union shall receive a copy of the appointment letter of each temporary employee.

h) Temporary employees shall not be covered by the following Articles or clauses of the Collective Agreement: Article 14, Article 16, Article 22.01, 22.02, 22.06, 22.08, 22.09, 22.15, 22.16, and 22.17.

i) Temporary employees shall be eligible for coverage under staff benefits plans set out in Article 24.01 (subject to the normal plan conditions) except for Long Term Disability Insurance.

j) Notwithstanding Article 21, temporary employees shall be entitled to paid sick leave determined at the rate of 2 days per calendar month of their appointment to a maximum of 40 days.

ARTICLE 4 - RETIREMENT AGE

4.01 Normal retirement age as defined under the University Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately six months prior to the employee reaching age 65 to discuss the employee's options under the pension plan.

4.02 Employees who elect to retire shall, wherever possible, notify their department at least 6 months prior to their retirement date to discuss and begin making necessary arrangements for retirement. The Union will receive notification of such retirements.

ARTICLE 5 - NO HARASSMENT AND DISCRIMINATION

5.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present in the Union.

5.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, RSO 1990, c H.19, as amended from time to time (hereinafter the "*Human Rights Code*"), the University's *Harassment and Discrimination Prevention and Response Policy*, or the *Occupational Health and Safety Act,* RSO 1990, c O.1, as amended from time to time (hereinafter, the "*Occupational Health and Safety Act*").

5.02.1 Harassment is defined as set out in the University's *Harassment and Discrimination Prevention and Response Policy* and means: engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and can include comment or conduct through any electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the Ontario *Human Rights Code*.

Differences of opinion, personality conflicts, or disagreements between individuals are not generally considered to be Harassment.

5.02.2 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.

5.02.3 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.

5.02.4 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.

5.02.5 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner. Therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are

found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

5.02.6 The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the University's *Harassment and Discrimination Prevention and Response Policy* if the subject matter of the complaint is one covered by that Policy.

5.02.7 Alternatively, any allegation of discrimination or harassment in the workplace, including an allegation of *Code*-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this agreement.

5.02.8 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Prevention and Response Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.

5.02.9 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

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

5.02.11 An employee also has the right to file an application directly with the Human Rights Tribunal of Ontario.

5.02.12 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.

ARTICLE 6 - UNION SECURITY

6.01 All existing members of the Union shall remain members of the Union and all new employees as a condition of employment shall become members of the Union at the time of their employment.

6.02 The Employer agrees that on the last Friday or a mutually agreed upon date and time of the first month of employment and the last Friday or a mutually agreed upon date and time of the fourth month of employment, all new employees shall be required to attend a meeting with 2 members of the Union executive to explain the function of the Union for a period not to exceed 1 hour from the normal work day. Such employees attending

this meeting plus the 2 members of the Union executive in attendance shall suffer no loss of wages.

6.02.1 New employees shall be given a copy of the Collective Agreement at the first meeting by the Union executive.

6.03 On January 31st, April 30th, July 31st, and October 31st of each year, the University will provide the Union with a report in electronic format listing bargaining unit members, which will include, to the extent it is recorded in the University's Human Resources Management System, each employee's:

(a) full name (last, first, middle);

(b) employee number;

(c) position title;

(d) position number;

(e) grade and step;

(f) salary;

(g) status (continuing or temporary);

(h) department;

(i) home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information;

(j) campus email address;

(k) campus mail address; and

(l) gender.

6.04 The University will provide the Union with a copy, in electronic format, of the Employment Equity Data for CUPE Local 1302 on an annual basis.

6.05 The Employer recognizes the role of elected union officials in labour management relations and shall not discriminate against them.

6.06 The Union acknowledges that their executive have duties to perform for the Employer and they will not absent themselves from such duties unreasonably to attend to Union duties as outlined by the terms of this agreement. Members of the executive shall provide a minimum of three days' written notice, where possible, to their non-union supervisor when requesting leave to attend to such union duties.

6.07 In consideration of this acknowledgement and undertaking, the Employer agrees to the following:

a) Bargaining unit members who are asked to serve on University Committees or to attend meetings with University administration, not otherwise covered by this collective agreement will be permitted, subject to the operational needs of the Unit, time away from their regular duties, with pay, for the meeting time. Bargaining unit members shall report back to their non-union supervisor or designate when the meeting ends.

b) All requests for paid leave shall be submitted to the Employer as much in advance as possible and prior to attending such meeting, an employee will advise their non-union supervisor of their departure and expected time of return.

c) Leave with pay granted under this Article shall not extend beyond normal working hours.

6.08 All members of Local 1302 shall be granted 1.5 hours off with pay to attend the ratification vote for the renewal of the Collective Agreement.

6.09 With the exception of formal interviews held with an employee's non-union supervisor for the purpose of discussing unsatisfactory aspects of their performance, the Union's National Representative is permitted to attend meetings with the Employer at which a Union representative is entitled to be present. The National Representative will have the same rights as other Union representative(s) at the meeting. The Union will advise the Employer not less than 5 working days in advance of the meeting, unless a shorter period is agreed, if the National Representative will be attending. Scheduled meetings will not be delayed because of the National Representative's availability.

ARTICLE 7 - DUES DEDUCTION

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

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

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.01 The Union agrees that there will be no strikes and the University agrees that there will be no lockouts as long as this Agreement continues to operate. The terms "strike" and

"lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*, SO 1995, c 1, Sch. A, as amended from time to time (hereinafter, the "*Labour Relations Act*"),.

ARTICLE 9 - BARGAINING COMMITTEE

9.01 For the purpose of negotiations between the parties as provided for in Article 29 ("Duration of the Agreement"), the Employer shall recognize a negotiating committee of the Union composed of not more than four employees who are members of Local 1302.

9.02 The negotiating committee shall be entitled to have present and be represented by a representative(s) of the Canadian Union of Public Employees at all negotiation meetings held between the Employer and the Union which are held in accordance with Article 29 ("Duration of the Agreement").

9.03 The 4 employees (or their alternates), who are members of the Union's negotiating committee, shall be given time off with pay during normal working hours while actually attending such negotiation meetings with the Employer.

9.04 The 4 employees who are members of the Union's bargaining committee shall each be given a total of 3 days or 6 half days of time off with pay to prepare the Union's proposals for collective bargaining and/or review the updated Renewal Collective Agreement prepared by the University.

9.05 Where the negotiation of additional terms of the Collective Agreement or a letter of Understanding is to be deferred to joint committee work during the term of the Collective Agreement pursuant to an agreement at negotiations, the Union committee members involved will be granted the time during working hours to prepare their proposal. It is understood that the extent of such paid time shall be subject to the mutual agreement of the parties.

9.06 In the event either party wishes to call a meeting of the committee, the meeting shall be held as soon as possible at a mutually convenient time.

ARTICLE 10 - STEWARDS

10.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

10.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose

duties shall be to assist any employee whom the Steward represents in preparing and in presenting their grievance in accordance with the Grievance Procedure.

10.03 The Employer agrees to recognize and deal with a Union Grievance Committee of 3 Union representatives including the Local Union President (or designate).

10.04 The Union acknowledges that Union Stewards and Grievance Committee members have duties to perform for the Employer, and they shall not absent themselves from their duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the Employer will compensate them for time spent in handling grievances of employees. Such compensation shall not extend beyond working hours. Stewards or Grievance Committee members shall be required to request leave from their non-union supervisor or designate before leaving their place of work and to report back to the non-union supervisor or designate on returning to work. Such permission shall not be unreasonably withheld.

10.05 A Union steward dealing with a grievance arising out of this agreement, and not in their own department, shall request permission from the non-union supervisor, or designate, in that department before contacting any employee therein regarding a complaint or grievance. Such permission shall not be unreasonably withheld.

10.06 The Union will appoint a Committee of Stewards comprised of a Chief Steward and 6 Stewards.

10.07 The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward before the Employer shall be required to recognize them.

10.08 The Employer shall notify the Union in writing of the name of each non-union supervisor, and designate.

10.09 It is mutually agreed that before being appointed as a Steward, a person must have completed their probationary period with the Employer.

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

ARTICLE 11 - GRIEVANCE PROCEDURE

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

Informal Resolution Stage

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

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

11.03 *Step One*

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

11.04 *Step Two*

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

11.05 The Parties agree that employees should not harbour grievances. They should bring them to the attention of the Employer without delay. Accordingly, it is agreed that no employee grievance shall be considered, the alleged circumstances of which arose more than 15 days previous to its registration.

11.06 Grievances which are not forwarded within the agreed upon time limits shall be deemed to be abandoned. The time limits provided in this Article may be extended by mutual agreement between the Parties in writing. Furthermore, it is understood that any of the specific Union or Employer officials referred to in this Article may be replaced by a designated representative.

11.07 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the Grievance Procedure.

11.08 In the case of an employee who feels that they have been unjustly discharged, or where the grievance is one involving general policy, it may be presented to the Employer beginning at Step Two of the Grievance Procedure.

11.09 All grievances shall contain a statement of the alleged violation, the article(s) violated and the remedy sought by the grievor.

11.10 Each employee, along with a Union Steward, shall have the right to review their own personnel file and review their record.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may within 1 month of receiving the stage two written reply after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to proceed to arbitration.

12.01.1 The referring party shall indicate whether it intends to proceed with the matter before a Board of Arbitration or sole Arbitrator. Subject to the provisions of section 49 of the *Labour Relations Act* either party may request that the Minister appoint a sole arbitrator.

12.01.2 If the referring party is requesting appointment of a sole arbitrator it shall, in its notice of intent to proceed to arbitration, suggest a person to serve as arbitrator. The other party shall respond within 10 working days, either agreeing to the proposed sole arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within 30 days, either party may request the appointment be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

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

Decisions of the Arbitrator or Arbitration Board

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

12.02.1 In no event, however, shall any sole Arbitrator or Board of Arbitration have the authority to make any decision which is inconsistent with the terms of this Agreement

or to change, alter, modify, or amend any of the provisions of this Agreement. The sole Arbitrator or Board of Arbitration shall deal solely with the matter in dispute within the confines of this Collective Agreement and any legislation over which they have the jurisdiction to interpret and apply pursuant to the *Labour Relations Act.*

Discipline or Discharge Cases

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

Arbitration Expenses

12.04 Each party shall bear the fees and expenses of its own nominee, if any, its witnesses (subject to Article 12.05) and of the preparation and presentation of its own case.

12.04.1 The fees and expenses of the Chairperson or sole Arbitrator incidental to the Arbitration hearing shall be borne equally by the parties.

12.05 The Employer will pay the regular wages (not to extend beyond normal working hours) for up to 4 Bargaining Unit members, including the grievor(s), Grievance Committee members or Bargaining Unit members called by the Union as witnesses, while they are at an arbitration hearing on behalf of C.U.P.E. Local 1302, in matters between Queen's University and C.U.P.E. Local 1302. A copy of all requests for leaves under this Article shall be submitted to the Director & Counsel, in the Employee/Labour Relations unit of Human Resources as much in advance as possible.

Time Limits

12.06 It is agreed that the time limits referred to in Article 12 may be extended by mutual consent.

12.07 Should the parties disagree as to the meaning of the decision, either party may apply to the sole Arbitrator or the Board of Arbitration, whichever is applicable, to clarify the decision.

ARTICLE 13 - DISCIPLINE, DISCHARGE AND SUSPENSION

13.01 An employee shall be accompanied by their Steward at any formal interview with their non-union supervisor held for the purpose of discussing unsatisfactory aspects of their performance, at any interview involving a warning, a suspension or a discharge, or at any interview, including an investigatory interview, where the employee so requests.

13.01.1 Any warning shall subsequently be confirmed in writing to the employee and a copy shall be sent to the Union.

13.01.2 Should the employee wish to respond in writing to the warning their reply shall also become part of their record.

13.02 An employee may waive their right to have a Union Representative present at any meeting outlined in Article 13.01 above. If an employee chooses to waive this right, it will be documented in writing with the employee's signature, and a copy will be provided to the Union.

13.03 An employee who has been suspended or discharged shall be given the reason thereof immediately and, within 1 working day, this shall be confirmed in writing to the employee involved. The Union shall also receive a copy of the suspension or discharge letter.

13.04 The record of an employee shall not be used against them at any time after 18 months.

13.05 Each employee shall have the right to review their own personal file and review their record.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the length of service from the original date of employment in the bargaining unit.

14.02 An employee who ceases to be an employee as defined in Article 3, but who remains in the employ of Queen's University, shall retain credit for their accumulated seniority, and if employed in a position related to the bargaining unit, shall continue to accumulate seniority.

14.03 New employees shall be considered as probationary employees and will not acquire seniority until they have successfully completed their probationary period. The probationary period shall be the first three (3) months actually worked, however, it may be extended for an additional 3 months by mutual agreement of the Employer and the Union. New employees who are covered by the above probationary period shall be given a written progress report every month during the probationary period.

14.04 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement subject in the case of discharge to a right of appeal which shall not extend beyond Step Two of the Grievance Procedure unless the Union claims discrimination as defined in Article 5.

14.05 After completion of the probationary period, seniority will be effective from the date of employment in the bargaining unit.

14.06 An employee shall lose all seniority if they:

a) voluntarily quit the employ of the Employer and are not rehired within 3 months,

b) are justifiably discharged and not reinstated,

c) have been laid off for more than 24 months,

d) following a lay-off, fail to advise the Employer within 5 days of receipt of notification to return to work by registered mail of their intention to return, or

e) fail to report for work on the date and at the time specified in the said notice. The employee shall have a maximum of 3 weeks to report for work after being recalled.

14.07 The Employer shall maintain a seniority list showing the employee's name, classification and date upon which service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each January 15th.

14.07.1 If an employee has taken a General Leave of Absence pursuant to Article 22.01, for a period exceeding 30 consecutive calendar days, their current seniority date will be adjusted by adding the total number of calendar days of the leave to the seniority date. The period of leave will start with the first working day of the absence and end on the last working day of absence. The adjusted seniority date will be reflected on the seniority list prepared pursuant to Article 14.07.

14.08 Where a University employee who is a member of C.U.P.E. Local 229 or 254 is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer their full seniority and service into the bargaining unit.

ARTICLE 15 - JOB POSTING

15.01 At least 5 working days prior to making any permanent staff change to a position covered by the terms of this Collective Agreement, the Employer will send notification of such positions electronically with postings on the staff website in order that employees will know about them, be able to make written applications, and be given first consideration in filling such vacancies. Each notice shall contain the following information: summary section from the job description, qualifications related to the needs of the job, required knowledge and education, ability and skills, hours of work, working conditions and salary rate or range. A copy of each such posting will also be supplied to the Union.

15.01.1 If a position falling vacant is not to be posted immediately or if after a vacancy is posted a selection is not to be made immediately, in either case the Union will be advised in writing as to the reason as soon as reasonably possible.

15.01.2 Tests where required shall be administered in accordance with objective and uniform standards and provide a follow-up counselling service to the involved employee. The parties agree that compliance with this Article may be achieved by having test(s) and follow-up counselling provided by an appropriate department at the University.

15.02 If a continuing employee is appointed to a temporary position and that position is to be reposted as a permanent position, then the incumbent shall be given first refusal before the position is posted.

15.03 Normal posting procedures shall be followed for temporary vacancies of 3 months or longer, except as noted in Articles 22.15 (pregnancy).

15.04 The employee with the most qualification points, as determined by the Points Formula (Appendix B), and who meets the minimum qualifications stated for the posted position shall be selected. Unsuccessful applicants will be notified in writing as soon as possible and the notification will include the person's own point score and the point score of the successful applicant.

15.04.1 Where two or more candidates have an equal number of points and meet the above specifications the employee with the most seniority shall be selected.

15.04.2 To ensure consideration of their job application, each applicant must be available to advise the Manager, Human Resources and appropriate Unit Head, or delegate, of their relevant qualifications for the posted position and get an understanding of what is required in the posted position, after which Article 15.04 applies. The successful applicant must be able to assume the new position within 3 weeks of the appointment, unless special arrangements have been made, in advance, with the Manager, Human Resources, and with the agreement of the new Unit Head.

15.05 Candidates for positions involving supervisory responsibilities must meet the minimum point qualifications for the positions and, in addition, should have leadership capabilities. If the candidate selected by management does not have the most qualification points, or does not have the greatest seniority, if the qualification points are equal, any unsuccessful candidate may have recourse to a grievance hearing. If at the grievance hearing agreement cannot be reached, the selection will be made in accordance with Article 15.04.

15.05.1 The parties agree to maintain a list of position(s). Any future additions or deletions from that list will be decided on jointly at the Union/Management Committee.

15.06 The successful applicant shall be placed on trial for a period of 3 months from the time the new duties are assumed. A trial period may be extended for an additional 3 months by mutual agreement of the Employer and the Union. Conditional on satisfactory performance during such a trial, the appointment shall be confirmed after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, they shall be returned to their former or equivalent position without loss of seniority, and at their former salary rate. Any other employee, promoted or transferred because of the re-arrangement of positions, shall also be returned to their former or equivalent position without loss of seniority, and at their former salary rate.

15.06.1 An applicant may be confirmed in a period shorter than the applicable trial period.

15.06.2 Employees who are covered by the above trial period shall be given a written progress report each month during the trial period.

15.07 An employee who has been transferred to a permanent position must serve at least 6 months in that position before they are eligible for consideration for any other position, unless otherwise consented to in writing, by both Management and Union. Such a request shall not be unreasonably denied. A continuing employee who has been transferred to a temporary position shall not be eligible for any position other than a permanent position until the temporary position has ended.

15.08 Intensive basic training specific to the job will be given to a new incumbent in a position during the probationary or trial period. In the case of term appointments, training will be given for tasks that the employee will be required to perform during the length of their term.

15.09 When a vacancy has been posted for which there are no applicants within the bargaining unit, the Employer may approach other employees to fill the vacancy but no employee shall be compelled to transfer without their approval.

15.10 A job exchange program will operate as follows:

a) Should an employee wish to change jobs for a period of a minimum of 6 months to a maximum of 1 year, the employee shall request approval from the Manager, Human Resources. This approval shall not be unreasonably refused.

b) A job exchange posting shall be incorporated and posted for other members of the bargaining unit who may want to exchange jobs for that period and wish to work in the department specified in the posting.

c) The applicant with the most points who has the minimum qualifications required to perform the duties of the job shall be given the exchange position subject to the agreement of the initiator and the approval of the Unit Heads of the two units concerned. If approval is granted then the departments concerned will work out the details as to dates and time-frame in order for the exchange to take place.

d) Notwithstanding the above, should 2 employees wish to exchange jobs for a period of a minimum of 6 months to a maximum of 1 year, they shall request approval from the Manager, Human Resources. This approval shall not be unreasonably refused and the job exchange posting process will be omitted. Unit Head approval, however, will be required.

e) Any of the parties to the exchange (the two departments or either employee) may decide to cancel the exchange within 1 month after the exchange begins. If the exchange is not cancelled within the first month, then the employees concerned shall

complete the full period of the exchange and shall not be eligible to be considered for any posted vacancy. At no time shall a job exchange become permanent.

f) During the exchange period, both employees will continue to receive the salaries they were receiving in their original positions and will acquire points as though they were working in their original positions.

g) Any experience gained by an employee working in a position as a result of job exchange shall be experience for the purpose of job postings and promotions if required by the position for which application is being made.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 In the event of a reduction of work force, the Employer agrees that employees shall be laid off in the reverse order of their seniority. It is agreed that temporary employees shall be laid off first.

16.02 Employees shall be recalled in order of their seniority as they meet the minimum qualifications for the positions available.

16.03 Recall rights shall be terminated on the cancellation of seniority in accordance with Article 14.06.

16.04 All employees must notify the Employer promptly of any address changes. Failure to do so will remove all responsibility from the Employer in the event that official notices fail to reach the employee.

16.05 In the event of a layoff, the Employer shall notify the Union of such layoff 14 days in advance of the required notice to employees.

16.05.1 The parties will then convene a special meeting of the Union/Management Committee to discuss the effect of the layoff on the bargaining unit.

16.05.2 It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

16.06 At the conclusion of the notice period, the employee will have the following options:

a) Cease employment with the University and elect enhanced severance pay pursuant to Appendix I, Chart B; or,
b) Maintain recall rights for up to 24 months from the conclusion of the notice period.
    i) If the employee is not recalled within 24 months from the conclusion of the notice period, they will receive severance pay pursuant to Appendix I, Chart A.
    ii) The laid off employee may waive their recall rights at any time following the conclusion of the notice period and receive severance pay pursuant to Appendix I, Chart A.

16.07 The Employer shall provide at least 3 months' written notice of layoff or pay in lieu thereof. In the event of a disaster, the above notice or pay in lieu thereof shall be restricted to 10 days.

16.08 A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained their seniority and is available and meets the minimum qualifications for that position.

ARTICLE 17 - HOURS OF WORK

17.01 The normal work week is 35 hours consisting of 7 hours per day, Monday through Friday. The normal hours are from 8:30 a.m. to 4:30 p.m. Specific work schedules for employees on regular day work shall not be assigned to begin before 7:00 a.m. or end later than 6:30 p.m. Employees shall be entitled to a 1 hour lunch period.

17.02 The hours of work referred to in Article 17.01 are considered the core hours, and where the term "core hours" is used in other clauses in this Article it shall be deemed to mean the hours of work detailed in Article 17.01.

17.03 Although every effort will be made to maintain employees on regular day work, the Employer retains and reserves the right to establish shifts in those locations where it is beneficial for the efficient or economical operation of the Queen's Library or otherwise necessary. For those employees required by the Employer to work other than normal hours as defined in Article 17.01 above, the following conditions shall apply:

a) Schedules will be prepared in advance by the Employer after consultation with and taking into consideration where possible the wishes of the employees involved.

b) Such schedules will be prepared in advance with a minimum of 5 working days' notice provided before a change in schedule or a new schedule can be put into effect.

c) No schedule shall include any split shifts within the same working day.

d) All schedules shall commence on a Monday and end on a Sunday and shall average 5 working days per week for each employee, and in no case shall provide more than 6 scheduled days in the same calendar week (Monday to Sunday inclusive). In addition, each schedule shall provide for a minimum of 2 weekends off out of every 5.

e) The normal hours of work per day within a schedule shall be as follows:

(i) between 7:00 a.m. and 6:30 p.m. - 7 hours;

(ii) where a scheduled shift starts before 7:00 a.m. or terminates after 6:30 p.m. and for all shifts occurring on Saturday, the employee will work 6.5 hours, but will be paid their regular salary for 7 hours.

f) All hours worked on a Sunday shall be paid for at one and one-half (1½) times the employee's normal rate, or may be taken as one day off plus one-half (½) day pay at the employee's normal rate.

17.04 An employee may, with the prior approval of their supervisor reduce their normal 1 hour lunch period to one-half (½) hour and finish their workday one-half hour earlier. It is recognized that such approval must take into consideration the operational needs of the Unit.

17.05 All employees will be allowed a 15 minute break in both the first half and second half of a shift.

17.06 With the prior approval of the supervisor, employees may choose flexible work schedules within the following parameters:

a) Normal starting time may not be earlier than 7:00 a.m. and normal finishing time shall not be later than 7:00 p.m.

b) The maximum working period each day (excluding the lunch period) shall not exceed 10 hours.

c) The maximum total working period each week shall not exceed 42 hours.

d) The maximum total working period over a 2 week period shall not exceed 77 hours.

e) Any time off accrued in accordance with such a flexible working schedule shall be taken at a mutually convenient time and normally within the approved schedule.

f) A maximum of 5 days or 35 hours may be accumulated to be taken at a time mutually convenient to the employee and the supervisor.

g) Any day of leave authorized under Article 22, any day of sick leave, a statutory holiday or a vacation day shall be considered as a seven (7) hour day.

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

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

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

ARTICLE 18 - OVERTIME

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

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

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

ARTICLE 19 – PAID HOLIDAYS

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

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

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

19.01.1 However, an employee will only be so paid:

a) if they have worked their full regular day immediately preceding and immediately following the holiday.

b) if they report for work on such a holiday if requested. Payment for the holiday will be made, however, if the employee is absent on one or both of the qualifying days referred to above due to verified illness, scheduled time off banked as a result of flex-time, approved leave of absence with pay or in the case of unpaid leave of absence only if the total period of such leave does not exceed 3 days.

19.02 An employee who is required to work on any of the above holidays shall be paid their regular holiday pay plus pay for any time worked at one and one-half (1½) times their regular rate. The employee may choose to receive a day off with pay, scheduled at a mutually convenient time, in lieu of their regular holiday pay.

19.03 If a holiday should occur on an employee's regular scheduled day off or during their vacation period, they shall receive an additional day off with pay at a mutually convenient time.

19.04 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), they will be paid in addition to their regular pay, time and one-half for the hours worked. Should an employee be scheduled to work on one of their regular off days during this shut-down period, they will receive overtime rates as outlined in Article 18.01. Alternately, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half as lieu time, at a mutually convenient time to the Employer and the employee.

19.05 When Christmas Eve falls on a normal working day regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday, the full day off will be granted. Furthermore, when New Year's Day falls on a Thursday, Friday, January 2, will be granted as an additional day off.

19.06 Should a holiday as designated in Article 19.01 fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

ARTICLE 20 - VACATIONS

20.01 Vacations will be scheduled at mutually convenient times with the Employer reserving the authority to take into consideration the operational needs of the Queen’s Library.

20.01.1 In order to have a vacation period request considered on the basis of seniority, an employee must notify the Employer of their preferred vacation period by October 31 for the following calendar year.

20.01.2 The Employer shall post vacation schedules by January 15 of each year and thereafter such schedules shall not be changed unless mutually agreed to by the Employer and the employee. An employee shall have the right to commence their vacation immediately following their regularly scheduled day off.

20.02 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an extra day off with pay in lieu of the holiday.

20.03 Vacations with pay shall be based on seniority in the bargaining unit or length of continuous service with the Employer, whichever is the greater, as of January 1, in each year.

20.04 An employee's annual vacation entitlement is calculated on the basis of their years of continuous service as at January 1st of each year in accordance with the following table:

Employment Year	**Vacation Entitlement (increases to vacation entitlement are in effect as of January 1st of the year of the increase)**
Year 1	1.25 days for each completed month of service up to a maximum of 15 days
Year 2	15 days (3 weeks)
Year 3	16 days
Year 4	17 days
Year 5	18 days
Year 6	19 days
Year7	20 days (4 weeks)
Year 10	21 days
Year 12	22 days
Year 14	23 days
Year 16	24 days
Year 18	25 days (5 weeks)
Year 19	26 days
Year 20	27 days
Year 22	28 days
Year 24	29 days
Year 25	30 days (6 weeks)

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

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

20.06 An employee terminating their employment shall receive a vacation allowance, pro-rated in accordance with Article 20.04 above, for the time worked since the previous January 1, less any actual vacation taken.

Extended Vacation

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

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

ARTICLE 21 - SICK LEAVE

21.01 Employees covered by this Collective Agreement who have completed their 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. The maximum period covered will be 6 months of continuous absence. Records of absence will be kept by the Employer. However, personal attendance records shall not be publicly displayed or distributed.

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

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

21.03 An employee may, with prior warning, be required to provide a certificate from a relevant regulated health care provider certifying that the employee is medically unable to carry out normal duties due to illness.

21.03.1 The Employer is prepared to cover the cost of the required certificate from a relevant regulated health care provider up to a maximum of $25.00 per certificate.

21.04 An employee shall notify their non-union 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 non-union supervisor or designate at reasonable intervals.

21.05 Employees are expected to notify their non-union supervisor or designate as early as possible of their expected date of return to work.

21.06 Employees may be requested to provide the Employer with a note from a relevant regulated health care provider certifying that the employee has been in the care of a relevant regulated health care provider and:

a) that the employee is able to return to their position on a full-time basis without restriction;

or

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

21.06.1 The Employer is prepared to cover the cost of the required note from a relevant regulated health care provider certifying said information up to a maximum of $50.00 per note.

21.07 If during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed for a period of 5 days or more, and which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provided acceptable proof of entitlement to leave under Article 22.03 (Bereavement Leave), such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

21.08 An employee who falls sick prior to an announced date of layoff will be paid only up to such day of layoff. If a person is sick at the time of recall from layoff, sick leave will only be paid if the illness is the same continuing one that existed at the time of the layoff.

21.09 The Employer will maintain all documentation relating to work restrictions and/or accommodation needs in a confidential medical file in Human Resources until such time as it is no longer reasonable to keep such information.

ARTICLE 22 - LEAVES OF ABSENCE

General

22.01 Subject to the written approval of the University Librarian/University Archivist, any employee may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed 6 months because of personal illness or 12 months for valid personal reasons. The seniority date of an employee who has taken a general leave of absence pursuant to this Article will be adjusted if the leave of absence was for a period of more than 30 consecutive calendar days.

Union Leave

22.02 Leave of absence without pay and without loss of seniority will be granted to employees elected or appointed to represent the Union at Union conventions, conferences, training or seminars. Such time shall not exceed 25 working days for any one individual or 50 working days for the whole bargaining unit in any calendar year. The Union will endeavour to request such leave with as much advance notice as is practicable, normally at least 10 working days in advance.

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

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

Bereavement

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

22.04 Upon request at the time of the bereavement, an employee may elect to set aside one day of available bereavement leave, to be used within one year of the death, to attend a memorial service, interment or the like.

Jury or Witness Duty

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

Moving Day

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

Training

22.07 Where the Employer requires that any educational course be undertaken, leave of absence with pay shall be granted along with payment of course-related costs. Employees are encouraged to advise the Employer of job-related courses. Permission to attend such courses shall not be unreasonably withheld and where permission is granted, this Article shall apply in its entirety. If the employee must attend the course at time outside their normal hours of work, any hours so spent shall be considered as banked time to be taken at a mutually convenient later date.

Staff Benefits

22.08 When an employee has been granted leave of absence without pay for a period of more than 30 consecutive calendar days, the Employer shall discontinue its share of any premiums or contributions to any of the staff benefit programmes. However, the

employee can make arrangements with Human Resources for continuation of any such plans by paying the full premium or contribution themselves.

Special

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

Tuition Assistance Program

22.10 Employees covered by this Collective Agreement are eligible to apply for the University's Tuition Assistance Program as described in Appendix F.

FAMILY LEAVE

Supported Pregnancy Leave

General

Supported Pregnancy Leave constitutes Pregnancy Leave for the purposes of the *Employment Standards Act* entitlement to Pregnancy Leave.

Supported Pregnancy Leave in this Article is a leave that is financially supported by the University, with top-up payments as outlined in Article 22.11.1 for up to 10 weeks.

22.11 Supported Pregnancy leave is a leave from work of up to 10 weeks with top-up as outlined below. To qualify for Supported Pregnancy Leave, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer and be in receipt of EI maternity benefits. Eligible employees will receive the top-up provisions specified below with the understanding that the employee is expected to work for the University for at least 6 months following the date of their return from their Supported Pregnancy Leave (including additional leave such as Unsupported Pregnancy Leave, parental leave or a leave of absence without pay after their Supported Pregnancy Leave).

22.11.1 Leave allowance as follows:

a) (Week 1): A payment equivalent to 100% of the employee's normal basic earnings for the first week of the Supported Pregnancy Leave;

b) (Weeks 2 to 10): For the next 9 weeks of the Supported Pregnancy Leave, the employee will receive from the University, a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee is expected to receive if they qualify for El benefits.

c) An employee who has received Supported Pregnancy Leave shall also be granted up to 7 weeks of Unsupported Pregnancy Leave and may apply for Standard Parental Leave or

Extended Parental Leave with or without top-up in accordance with Articles 22.13.1 or 22.14.

d) In circumstances where an employee is eligible for both Supported Pregnancy Leave and Supported Parental Leave, Supported Parental Leave top-up payments will be advanced and will commence immediately following the conclusion of Supported Pregnancy Leave top-up payments to avoid an interruption of top-up payments. The University will calculate the total weekly top-up amount and pay it based on the University's regular monthly pay dates. Such top-up payments will commence no later than the first applicable pay date that follows the employee providing the University with proof that they are receiving EI benefits and will conclude no later than the first payroll date that follows the fifteenth week of the employee's Supported Parental Leave.

22.11.2 During the period of the Supported Pregnancy Leave the University will continue the employee on full benefits if the employee so chooses. 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.

22.11.3 Supported Pregnancy Leave may be initiated by the employee at any time within 12 weeks of the expected delivery date.

22.11.4 Both seniority and vacation entitlement continue to accrue while the employee is on Supported 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 the Supported Pregnancy Leave.

22.11.5 Unusual pregnancy or birth situations may occur where the normal application of this Article may be inappropriate. Such special cases should be reviewed with the Employee and Labour Relations Unit of Human Resources.

22.11.6 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

22.11.7 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for Supported Pregnancy Leave including the date the leave will commence and the expected date of return to work.

22.11.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.

22.11.9 An employee who does not meet the eligibility requirements for Supported Pregnancy Leave may still meet the criteria for Unsupported Pregnancy Leave. All top-up payments made under this policy must be in accordance with Service Canada Regulations.

Unsupported Pregnancy Leave

22.12 In accordance with the *Employment Standards Act*, employees who have accrued at least 13 weeks of continuous service preceding their estimated date of delivery are entitled to an Unsupported Pregnancy Leave.

22.12.1 Upon written request to the Department Head or their designate, Unsupported Pregnancy Leave of up to 17 weeks duration shall be granted to the employee.

22.12.2 An employee may begin their Unsupported Pregnancy Leave up to 17 weeks before the expected date of delivery.

22.12.3 Any period of leave beyond this 17 weeks is also without pay and falls under the provisions of Unsupported Parental Leave or Leave of Absence without pay.

22.12.4 During the period of Unsupported Pregnancy Leave the University will continue the employee on full benefits if the employee so chooses. 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.

22.12.5 Both seniority and vacation entitlement continue to accrue while the employee is on Unsupported 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 the Unsupported Pregnancy Leave.

22.12.6 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

22.12.7 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.

22.12.8 Employees eligible for Unsupported Pregnancy Leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

22.12.9 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for Unsupported Pregnancy Leave including the date the leave will commence and the expected date of return to work. At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.

Supported Parental Leave

22.13

General

Supported Parental Leave constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave.

Supported Parental Leave in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 22.13.1 for up to 15 weeks.

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.

Supported Parental Leave is a leave from work of up to 15 weeks with top-up as specified below. To qualify for supported parental leave, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer and be in receipt of parental EI benefits. The Supported Parental Leave must be taken in accordance with EI regulations. The maximum duration of the Supported Parental Leave shall be 15 weeks. An employee who takes Supported Parental Leave is subject to the same rights and obligations as those granted for Supported Pregnancy Leave with the following amendments:

22.13.1 Payment for Week 1 shall be dependent on whether the employee is required to serve a waiting period under El regulations. If the employee is required to serve a waiting period of one week (a)(i) below will result. If the employee is not required to serve a waiting period, (a)(ii) below will result.

(a) (Week 1)

i) A payment equivalent to 100% of the employee's normal basic earnings for the first week of the Supported Parental Leave;

or

ii) the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance Parental benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

(b) (Weeks 2 to 15)

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

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

22.13.3 Where both parents are employees of the University either or both may be eligible for the Supported Parental Leave top-up payments under Article 22.

22.13.4 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 25 weeks. In all other cases, the maximum for the period for which an employee can be eligible to receive Supported Parental Leave top-up payments shall not exceed 15 weeks.

22.13.5 An employee who does not meet the eligibility requirements for Supported Parental Leave may still meet criteria for an Unsupported Parental Leave.

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

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

22.13.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return. 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.

22.13.9 During the period of the Supported Parental Leave the University will continue the employee on full benefits if the employee so chooses. 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.

22.13.10 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

22.13.11 Both seniority and vacation entitlement continue to accrue while the employee is on Supported 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 the Supported Parental Leave.

22.13.12 Eligible employees will receive the top-up and benefits provisions specified above on the understanding that the employee is expected to work for the University for at least 6 months following the date of their return from Supported Parental Leave (including any additional unsupported leave).

22.13.13 All top-up payments under this Article must be in accordance with Employment Insurance regulations and this collective agreement.

Unsupported Parental Leave

22.14 An employee who has been employed with Queen's University for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time (e.g., adoption), is entitled to an Unsupported Parental Leave of up to 63 weeks.

22.14.1 Both parents will be eligible to take Unsupported Parental Leave. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

22.14.2 Where both parents are employees of the University, both parents may take Unsupported Parental Leave at the same time.

22.14.3 Unsupported Parental Leave must begin no later than 78 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends. For partners and adoptive parents, parental leave must commence no later than 78 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

22.14.4 The amount of Unsupported Parental Leave available to an employee will change if the employee has taken a Supported Parental Leave as this type of leave falls under the umbrella of parental leave as outlined in the *Employment Standards Act.*

22.14.5 During the period of the Unsupported Parental Leave the University will continue the employee on full benefits if the employee so chooses. 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. Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary. Both seniority and vacation entitlement continue to accrue while the employee is on Unsupported Parental Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked.

22.14.6 With the permission of the Department Head, this time may be added on to the end of the Unsupported Parental Leave. Employees eligible for unsupported parental leave may also be eligible for employment insurance payments. Employees should contact

their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

22.14.7 An employee shall provide their Department Head, or designate, with as much advance notice as possible of the request for Unsupported Parental 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. At least one month prior to the leave, an employee should give written notice of request for parental leave to their Department Head or designate including the date the leave is to commence and the expected date of return to work.

22.14.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return. Should the employee wish to change the date of their return to work, at least one month's written notice to the Department Head or designate is required.

22.15 While an employee is on pregnancy leave, the replacement procedure shall be as follows:

a) The senior employee within that department, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the pregnancy leave. Should there be no employee in the department who is willing and able to fill the vacancy, then the position shall be offered to a member of the bargaining unit who has previously performed the duties for a minimum of 4 months. In the event that this is not possible, then the position shall be offered to the most senior candidate in the bargaining unit who possesses the qualifications, ability and willingness necessary to perform the job. Should the above be unsuccessful, the replacement will be hired externally.

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

Senate Library Committee

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

Qualification Points

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

Reservist Leave

22.18 An employee who is a military reservist is entitled to take a leave of absence without pay if they are deployed to a Canadian Forces operation outside Canada or to a

domestic Canadian Forces operation, that is or will be providing assistance in dealing with an emergency or its aftermath (*e.g.* a search and rescue operation or a natural disaster response).

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

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

ARTICLE 23- JOB CLASSIFICATIONS

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

23.01.1 A description for each specific position shall be written by the Employer with consultation with the employee who is the incumbent. Each specific position description shall be reviewed by the Union/Management Committee and shall be compared with the Generic Descriptions to determine its appropriate salary classification. If there is disagreement as to the description or the salary classification, such dispute may be resolved through the Grievance Procedure.

23.02 During the term of this agreement should the Employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Appendix A, the appropriate rate of pay for such position shall be discussed by the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the dispute shall be submitted to arbitration in accordance with the grievance and arbitration provisions of this Agreement.

23.03 In the future should there be any other programmer analyst or programmer positions required in the library, these positions will be posted within the jurisdiction of the bargaining unit and the appropriate salary ranges will be developed.

23.04 The memorandum of agreement regarding generic descriptions, dated March 31, 2009, shall form part of this Agreement.

ARTICLE 24 - STAFF BENEFIT PLANS

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

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

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

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

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

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

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

c) **Queen's Supplementary Medical Plan:** (100% paid by Employer) The Supplementary Medical Plan includes a Vision Care Benefit with a maximum limit of $300.00 per person every 2 years.

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

ARTICLE 25 - UNION/MANAGEMENT COMMITTEE

25.01 It is agreed that a joint committee will be established with 4 designated representatives from each of the Union and the Management. This Committee shall meet as required at a mutually convenient time and date. This committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee shall be to exchange views on matters which may help to promote improvement in the functions of the Queen's Library and the welfare of its employees. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement. Such matters shall be handled by the Bargaining Committee as defined in Article 9. Where possible,

agendas of matters for discussion will be exchanged by the Union and the Employer at least 5 working days prior to the meeting.

ARTICLE 26 - TECHNOLOGICAL OR OTHER CHANGES

26.01 In this Article "technological change" means the introduction and use in the workplace of new machines or equipment which result in significantly different work duties.

26.01.1 In this Article "organizational change" means a change in the size, composition or reporting relationship of any work group.

26.01.2 In this Article "operational change" means a significant alteration in work patterns, methods or processes, including the building where the work in question is performed.

26.02 The Employer shall notify the Union at least 6 months before the introduction of any major technological change which will affect the level or function of any group of employees.

26.02.1 The Employer will report to the Union Management Committee as soon as possible, but not later than 3 months after the notice being given, on the specific steps which will be taken to protect the employees.

26.03 The Employer shall notify the Union at least 3 months before the introduction of any organizational or operational changes which will affect the function of any employee or reduce their level.

26.03.1 The Employer will report to the Union Management Committee the specific steps which will be taken to protect the employees concerned from any adverse effects of the changes at least 2 months prior to any of the changes being incorporated.

26.04 Should technological, organizational or operational change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of their position or a new position created by the changes covered in Article 26.01, the affected employee shall promptly receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere up to one week in length at the cost of the Employer.

26.05 An employee who is displaced from their regular position because of technological, organizational or operational change will suffer no reduction in normal earnings and shall remain employed in a position covered by this Collective Agreement.

26.05.1 The employee who is displaced will automatically be considered before posting any vacancy which becomes available at the same level or one level lower if the employee has the required minimum qualifications for the vacant position. The employee shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position at the same level or at one level lower for which they are qualified.

26.05.2 In the event that a displaced employee is awarded a position at a lower salary level, they may continue to apply for positions at the higher salary level which was previously held, and Article 15.07 shall not apply in this case.

26.05.3 Employees who are "purple circled" as of the date of ratification of the Collective Agreement shall remain purple circled until June 30, 2014. The definition of purple circled is that where the individual has been placed in a lower level classification and the individual's current salary exceeds the new range maximum, the employee will receive the annual scale increase only.

26.05.4 An individual who is placed in a lower level classification after the date of ratification of the Collective Agreement shall suffer no reduction in wages, however their salary shall be "red-circled" and frozen until their salary comes back into line with their new range maximum.

26.06 Should a group or part of a group of employees and their positions in one unit or section be displaced because of technological, organizational or operational change, all employees in the affected group will be given the opportunity to volunteer for transfer to other available work. Failing a sufficient number of volunteers, employees will be transferred in reverse order of seniority, with the same rights as stated above.

26.07 The work of any position that has been or will be declared redundant will not be contracted out.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

27.01 *Monthly Salary*

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

27.02 *Meal Allowance*

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

27.03 *Taxi Voucher*

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

27.04 *Equal Pay*

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

27.05 *Acting Pay*

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

27.06 *Union Notices*

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

27.07 *Collective Agreement*

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

27.08 *Official Correspondence*

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

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

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

ARTICLE 28 - HEALTH AND SAFETY

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

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

28.03 The University will provide the employee and the Union with a copy of all forms completed as required in relation to a claim for benefits under the *Workplace Safety and*

Insurance Act, 1997, SO 1997, c 16, Sch A, as amended from time to time (hereinafter, the "*Workplace Safety and Insurance Act*").

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

28.05 The Employer shall notify the Union's Health and Safety representative immediately of all accidents to bargaining unit members which require medical attention. In the event that the Union's Health and Safety Officer cannot be reached, the President of the Local will be notified immediately. The representative shall have an opportunity to investigate and shall have access to accident reports. The Union shall also have the right to appoint an alternate.

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

ARTICLE 29 - DURATION OF AGREEMENT

29.01 The term of the Collective Agreement shall be July 1, 2021 to June 30, 2024. Either party to this Agreement may, not more than 90 days and not less than 30 days prior to June 30, 2024, present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement, and a conference shall be held within 20 days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by June 30, 2024 this Agreement and all its terms with the exception of Article 8 will continue in force and effect until a new Agreement is reached.

APPENDIX A - LIBRARY TECHNICIAN SALARIES

YEAR ONE - Effective July 1, 2021:

Step Increase

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

Scale Increase

(b) A scale increase of 1% and the 1.5% UPP special one-time salary adjustment to base earnings will be applied to the 2020/2021 salary grid.

(c) The salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2021								
Grade	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**
LT3	42,591	43,467	44,360	45,274	46,214	47,519	48,943	49,922
LT4	50,720	51,822	52,954	54,120	55,450	57,113	58,257	
LT5	57,524	58,901	60,316	61,768	63,100	64,989	66,289	
LT6	60,329	61,791	63,288	64,833	66,169	68,150	69,516	

YEAR TWO – Effective July 1, 2022:

Step Increase

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

Scale Increase

(b) A scale increase of 1% will be applied to the 2021/2022 salary grid.

(c) The salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2022								
Grade	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**
LT3	43,017	43,902	44,804	45,727	46,676	47,994	49,432	50,421
LT4	51,227	52,340	53,484	54,661	56,005	57,684	58,840	
LT5	58,099	59,490	60,919	62,386	63,731	65,639	66,952	
LT6	60,932	62,409	63,921	65,481	66,831	68,832	70,211	

YEAR THREE - Effective July 1, 2023:

Step Increase

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

Scale Increase

(b) A scale increase of 1% will be applied to the 2022/2023 salary grid.

(c) The salary grid will be updated accordingly and included in the collective agreement.

Effective July 1, 2023								
Grade	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**
LT3	43,447	44,341	45,252	46,184	47,143	48,474	49,926	50,925
LT4	51,739	52,863	54,019	55,208	56,565	58,261	59,428	
LT5	58,680	60,085	61,528	63,010	64,368	66,295	67,622	
LT6	61,541	63,033	64,560	66,136	67,499	69,520	70,913	

Administrative Procedures

a) When an employee is promoted from one grade to another they shall be placed in the step of the new grade which produces an increase (in full-time base rate) of at least $500.00 per year.

b) The normal starting salary for employees moving into the positions of Driver or Secretary will be that of LT3 Step Three.

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

APPENDIX B - POINTS FORMULA BASIS

		Point Weights
1.	Ontario Secondary School Graduation Diploma (Ontario year); or equivalent • subtract 2.5 points for each year of secondary school less than above.	10
2.	Ontario Secondary School Graduation Diploma (Honours), (Ontario Year 5); or equivalent • acceptance as a mature student (i.e., after successful completion of one full course at Queen's) will be considered the equivalent of holding the OSSGD(H).	13
3.	Business college diploma, or teacher training certificate, equivalent to one academic year of full-time study • qualification points will not apply until after one year of Queen's Library Service.	3
4.	Community Colleges, Colleges of Applied Arts and Technology and Diploma in library or archives technology, per course completed (maximum of 7.5 points) • qualification points will not apply until after one year of Queen's Library Service.	1
5.	Undergraduate degree from a university recognized under Universities Canada. Acceptable universities outside of Canada must be listed under the World of Higher Education Database. • maximum together with secondary school is 26 points • qualification points accruing from university credits will not apply until after one year of Queen's Library Service	13
6.	University courses (as above), per course completed (1) and (½) point for completion of ½ course (no degree, maximum of 13) • university courses taken after completion of a university degree or degrees beyond the first Bachelor's degree do not count for extra point credit, as the total number of points which may be allocated for education is 26 • qualification points accruing from university courses completed prior to entry into the bargaining unit will not apply until after one year of Queen's Library Service.	1
7.	Language other than English (fluent reading/speaking knowledge) where required by duties and specified in position description.	7.5

8. Full-time relevant outside experience, points per year according to entry level and decrease at the same rate as experience in Queen's Library accrues
   - LT2 maximum points 4 (1 year), decrease at 4 points per year
   - LT3 maximum points 10 (2 years), decrease at 5 points per year
   - LT4 maximum points 12 (2 years), decrease at 6 points per year
   - LT5 maximum points 21 (3 years), decrease at 7 points per year
   - LT6 maximum points 24 (3 years).

9. Queen's Library experience, per year, at level 1 (prior to May 1, 1985, when level 1 was eliminated) — 3

10. Queen's Library experience, per year, level 2 — 4

11. Queen's Library experience, per year, at level 3 — 5

12. Queen's Library experience, per year, at level 4 — 6

13. Queen's Library experience, per year, at level 5 — 7

14. Queen's Library experience, per year, at level 6. — 8

15. Minimum point scores for individual grades of Library Technicians:
    LT2- n/a
    LT3- 16
    LT4- 26
    LT5- 38
    LT6- 50

16. Qualification points will accrue on a pro-rata basis for part-time, temporary and continuing term employees.

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

APPENDIX C - E.F.A.P.

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

APPENDIX D - SELF-FUNDED LEAVE PLAN

General

1. Recent amendments to the *Income Tax Act* have allowed Queen's to establish a plan which will provide tax relief to Employees who wish to self-fund a leave of absence.

2. This document describes the general terms, and administration of a self-funded leave plan. The precise terms and conditions governing the plan are set out in a formal agreement which the Employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this document or in the formal agreement with the Employee, conflicts with the *Income Tax Act* or any other legislation, that legislation shall take precedence.

3. The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the Queen's University Staff policies, or the Collective Agreements between the University and its Bargaining Units.

4. Under this plan, a part of an Employee's salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only 75% of 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. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions.*

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

Terms and Conditions

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

2. Deferral of salary may not exceed 33.33% of earned salary. The Employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the Employee. Interest, based on the Bank of

Montreal Savings Account rate, will be paid to the Employee in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the individual's personal tax return for that year even though they have not received payment. The amount of interest earned will be reported to the Employee on a T5 form each year.

3. The leave must be at least 6 months, and no longer than 1 year. The leave must start within 6 years of the date of the first deferral.

4. During the years that an Employee is participating in the self-funded leave plan, CPP must be based on actual earnings and El on nominal earnings which, using our earlier example would be 75%. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay their share of the premiums for their chosen benefit coverage.

5. Leaves must be taken at the end of the deferral period. The Employee may not, for example, take a leave in year two and then pay the University back over the next three years.

6. During the leave, the individual may not be employed by the University in any capacity, even if that employment is casual and unrelated to their normal duties.

7. It is expected that an individual 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.

<u>Eligibility</u>

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

Application Process

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

Other Matters

1. On return from leave, an Employee shall be assigned to the same position, or an alternative position mutually agreeable to the Employee and the University at the same level as that held prior to going on leave. An Employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the Employee to their former position or an alternate position after the completion of their leave.

2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.

3. If an individual becomes pregnant prior to taking 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 themselves aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last 5 years before retirement should take care to look into the implications of doing so.

6. Participation in the plan shall not enlarge or establish any rights to employment with the University which the member did not formerly possess as an employee of the University.

7. No amendment to the plan initiated by the University shall operate to reduce the benefits accruing to Employees who are enrolled in the plan at the time of amendment.

8. This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources.

Regulations governing this plan are available on request.

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

APPENDIX E - DENTAL PLAN

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

The following are covered under the plan:

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

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

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

APPENDIX F - TUITION ASSISTANCE PROGRAM

Policy

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

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

Procedures

Educational Development Fund (Queen's credit courses)

Eligibility

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

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more; members of C.U.P.E. Local 229, 254 and 1302;

- other employees (e.g., librarians, archivists) with continuing and term appointments of 40% time or more;

- academic and adjunct academic staff as defined in Article 12 of the QUFA collective agreement with appointments of 40% time or more.

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

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

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

Access

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

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

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

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

Tuition Assistance Tracking System

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

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

- Obtain the application/registration materials from the appropriate Faculty office.

- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver form.

- Early application/registration is advisable.

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

Exclusions

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

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

Other

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

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

Professional Development Fund Eligibility

Eligibility:

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

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

Access

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

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

Reimbursement

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

- Fall term courses- September 30th
- Winter term courses- January 31st
- Spring term courses- May 31st

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

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

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

APPENDIX G - CHILD CARE BENEFIT PLAN

Eligibility:

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

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

Plan:

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.

- The maximum half-day reimbursement will be $15.00 per day. A half-day is defined as a minimum of 4 hours and less than 6 hours or where the parent is being charged a half-day rate by the child care facility.

- The maximum full-day reimbursement will be $30.00 per day. A full day rate is defined as a minimum of 6 hours or where the parent is being charged a full-day rate by the child care facility.

- If a monthly rate was paid, maximum reimbursement for half day attendance will be $330 or full day attendance will be $660.

- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.

- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care.

- If an employee as defined in Item 1 dies while in service to the University their child or children are eligible for coverage under this plan. The payment under this plan will be made to the surviving parent or legal guardian of the child or children for the period the child or children meet the requirements outlined in this plan.

- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this

plan or under a separate plan, only one claim per child will be reimbursed by the University.

- The plan maximum of $3000.00 per child will be provided only once per calendar year. Any amount payable under this plan will be pro-rated based on the employee's appointment if it is less than full-time (e.g., 80% time appointment, 80% of $3000.00). There is no carry-over provision if the $3000.00 is not used per year.

- Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 1302 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.

- Eligible dependent children are natural, step, common-law, adopted children or wards under the age of 7.

- This is a taxable benefit.

- This plan does not cover School Age programs provided by child care facilities.

- The value of the fund established for this plan is $25,000. In the event that the value of the eligible claims is less than the total amount available then the remaining funds may be transferred in whole or in part to the Tuition Support Plan (CUPE Local 1302) as requested by the President or designate, CUPE Local 1302 no later than April 15th to cover approved Tuition Support Plan claims. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims. Effective July 1st of each year, the fund will be replenished by the amount paid out and/or transferred in the previous 12 months.

- The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.

- The Union will be responsible for administering the Appeal Process.

APPENDIX H - TUITION SUPPORT PLAN

Eligibility:

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

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

Plan:

A. The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below). The maximum allowance under this plan is $4000 per academic year, per student. If a student has full-time student status the benefit will not be prorated based on course load. In the case of students in a part-time program, the payment will be prorated to the number of courses required for the full-time programs at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (e.g., 80% time appointment, 80% of $4000).

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

C. If an employee as defined in Item 1 dies while in service to the University their spouse is eligible for this benefit for the first 5 years following the death of the member and their dependent children are eligible as defined below.

D. Allowances will be made in two instalments. An initial instalment will be made upon confirmation of registration for the fall term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed $2000 per student. A second and final instalment will be made upon confirmation of registration for the winter term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed $2000 per student. Students will be required to provide proof of continuing academic standing at their institution for all academic terms.

E. Students who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first instalment (to a maximum of $2000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of $2000), to be paid during the next Queen's fall term. These applications should be submitted manually by contacting Human Resources directly.

F. Claimants will provide any and all documentation as required to administer this plan.

G. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child will be reimbursed by the University.

H. Term dates are as follows: fall term, September through December, winter term, January through April. Courses taken May through August are claimed and paid in combination with the fall term reimbursement. All documentation must be received by the Office of the University Registrar by November 30 for the fall term and by March 31 for the winter term.

I. Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 1302 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.

J. This is a taxable benefit.

K. The value of the fund established for this plan is $70,000.00. In the event that the value of the eligible claims is less than the total amount available then the remaining funds may be transferred in whole or in part to the Child Care Benefit Plan (CUPE Local 1302) as requested by the President or designate, CUPE Local 1302 no later than April 15th to cover approved Child Care Benefit Plan claims. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims. Effective July 1st of each year, the fund will be replenished by the amount paid out and/or transferred in the previous 12 months.

L. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

M. The Union will be responsible for administering the Appeal Process.

Definitions:

- **Dependent children:** natural, step, common law, adopted children, or wards under the age of 25 prior to September 1st in the year of application will be eligible to apply for fall and winter reimbursement.

- **Spouse/partner:** a legal spouse, or common law spouse or partner.

- **Fall Term:** This period covers May through December; courses taken during this period are combined and shall not exceed the maximum allowance of $2000 per student.

- **Winter Term:** This period covers January through April, courses taken during this period shall not exceed the maximum allowance of $2000 per student.

- **Full-time Student Status:** Full-time status as defined by the attending institution.

- **Prorated allowance (available funds):** Payment is prorated among the number of applications and available funds.

- **Prorated allowance (course load):** Is payment made for students in a part-time program; percentage of course load is determined by the attending institution. (e.g., 80% course load = 80% of allowance).

- **Prorated allowance (employees who work less than full-time):** Payment is prorated to reflect the same percentage as time worked. (e.g., 80% time appointment = 80% of allowance).

- **Recognized university or college is an institution that**: In Canada is a member of, or eligible for membership in, Universities Canada (formerly the AUCC) or Colleges and Institutes Canada (formerly the ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges and outside Canada and the United States the recognized accrediting body, if any. Where i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the Office of the University Registrar.

APPENDIX I – WEEKS OF SEVERANCE PAY ALLOWANCE

	Chart A	Chart B
Continuous Years of Service at the conclusion of the notice period (*years*)	**Severance Pay *(weeks)***	**Enhanced Severance Pay Effective at the conclusion of the notice period (*weeks*)**
Less than 2	**0**	**0**
2	**0**	**2**
3	**1**	**3**
4	**2**	**4**
5	**7**	**9**
6	**8**	**10**
7	**9**	**11**
8	**10**	**12**
9	**11**	**13**
10	**12**	**15**
11	**13**	**17**
12	**14**	**19**
13	**15**	**20**
14	**16**	**22**
15	**17**	**24**
16	**18**	**26**
17	**19**	**28**
18	**20**	**30**
19	**22**	**33**
20	**24**	**36**
21	**26**	**39**
22	**28**	**42**
23	**30**	**45**
24	**32**	**48**
25 or more	**35**	**52**

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

On behalf of Queen's University in Kingston:

Lisa Colby

Lisa Latour Colby, Chief Spokesperson
Director, Employee and Labour Relations

D. Valente Rocher

Sandra Valente Rocher, Advisor, Employee and Labour Relations

Christopher Clare
Christopher Clare (Sep 29, 2022 16:58 EDT)

Chris Clare, Advisor, Employee and Labour Relations

Samira Dean
Samira Dean (Sep 30, 2022 10:13 EDT)

Samira, Director, Human Resources, Library Administration

Ken Hernden, University Archivist and Associate University Librarian

Steven Millan
Steven Millan (Oct 13, 2022 10:23 EDT)

Steven Millan, Associate Vice-Principal, Human Resources

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

Jason Fraser (Oct 5, 2022 15:45 EDT)

Jason Faser, Chief Spokesperson
National Representative, Canadian Union of Public Employees

Kim Bell

Kim Bell, President CUPE Local 1302

Kenneth R. Pearce
Kenneth R. Pearce (Sep 29, 2022 17:11 EDT)

Kenneth R. Pearce, Bargaining Team Member

Debbie Jardine
Debbie Jardine (Oct 3, 2022 11:56 EDT)

Debbie Jardine, Bargaining Team Member

Alyssa Lunney

Alyssa Lunney, Bargaining Team Member

Dated this 13 day of October ,2022.

LETTER OF UNDERSTANDING RE: EI Premium Reduction

Between

Queen's University
"the Employer"

And

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

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

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

Dated this 29 day of September ,2022.

For the University:

Lisa Colby

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Kim Bell

Kim Bell
President, CUPE Local 1302

LETTER OF UNDERSTANDING ("LOU") RE: Employee Group Benefit Plan

Between:

QUEEN'S UNIVERSITY ("the UNIVERSITY")

and

CUPE, LOCAL 1302 ("the UNION")

WHEREAS during the term of the Collective Agreement expiring on June 30, 2018, the Parties completed a review of the current Employee Group Benefit Plan (the "Plan") for the purpose of improving the benefit package available to CUPE, Local 1302 bargaining unit members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member-paid, and/or Member-paid;

AND WHEREAS the Parties have agreed to the following Proposed Plan Design Details ("Proposed Plan"):

Benefit*:	**Current Plan Design Details:**	**Proposed Plan:**
Prescription drugs	No pay-direct drug card	Introduce pay-direct drug card
	$25 annual deductible	No change
	No generic substitution	Introduce generic substitution
	No dispensing fee maximum	Introduce dispensing fee maximum of $10 per prescription
Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to $300 per year per practitioner	No change
Paramedical (physiotherapist)	100% reimbursement up to $55/initial visit and $35/subsequent visits; no annual maximum	80% reimbursement up to $500 per year; no per-visit maximum
Registered psychologist	No coverage	Introduce 100% reimbursement up to $1,000 per year
Speech therapy	100% reimbursement up to $1,000 per calendar year.	No change
Vision (eye examinations)	Up to $75 every 24 months for QUFA/$65 every 24 months for all other employee groups	Increase reimbursement to $100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	$250 every 24 months	Increase reimbursement to $300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 5% per year (based on CPI)	COLA provision up to a maximum of 3% per year (based on CPI)

*All benefit coverage amounts not listed above (e.g. semi-private hospitalization, dental, basic life insurance) remain unchanged.

NOW THEREFORE the Parties agree as follows:

1. The University may introduce additional, optional Employee-paid benefits;

2. The University shall conduct a Request for Proposal ("RFP") with regard to the above Proposed Plan, and such RFP process shall be conducted in accordance with, and be governed by, the policies and procedures set out in the Queen's Procurement Policy and the Broader Public Sector Procurement Directive;

3. Implementation of the Proposed Plan requires ratification of the Proposed Plan by the University following the completion of the RFP process;

4. The University will maintain sole discretion and final responsibility with regard to:

   (a) The selection of a preferred vendor(s) following the RFP process referenced in paragraph 2 above;

   (b) The negotiations of a contract(s) with the vendor(s);

5. Any changes to the language in Articles 21.01 – 21.02 inclusive resulting from the implementation of the Proposed Plan will be considered housekeeping matters.

QUEEN'S UNIVERSITY:

Per: Lisa Colby Date: Sep 29, 2022
Lisa Latour Colby

THE UNION:

Per: Kim Bell Date: 29/09/2022
Kim Bell

LETTER OF UNDERSTANDING RE: Layoffs

Between

Queen's University

And

C.U.P.E. Local 1302

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

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

Dated this 29 day of September, 2022

For the University:

Lisa Colby

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Kim Bell

Kimberley Bell
President, CUPE Local 1302

LETTER OF UNDERSTANDING (LOU) WITH RESPECT TO LIBRARY TECHNICIAN 2 (LT2 LOU)

Between:

QUEEN'S UNIVERSITY ("the University")

– and –

CUPE, LOCAL 1302 ("the Union")

The Parties agree to reinstate the previously removed LT2 Grade, Step 3-8 from Appendix A – Library Technician Salaries of the Collective Agreement.

Effective Date	Grade	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1-Jul-22	**LT2**	**41,443**	**42,321**	**43,223**	**44,541**	**45,885**	**46,801**
1-Jul-23	**LT2**	**41,857**	**42,744**	**43,655**	**44,986**	**46,344**	**47,269**

SIGNED THIS 11th DAY OF August, 2022

For the Employer

For the Union

Samira Dean, Manager, Human Resources

Kim Bell, President Cupe 1302

Digitally signed by Mark Asberg DN: cn=Mark Asberg, o=Queen's University, ou=Library, email=mja8@queensu.ca, c=CA Date: 2022.08.11 16:50:17 -04'00'

Mark Asberg, Vice-Provost & University Librarian

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

Between:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1302 ("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 undertaken pursuant to the proposed Letter of Understanding: Employee Group Benefit Plan contained in the Renewal Agreement MOA; 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 to consent 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 2, 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 April 12, 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 11th DAY OF March, 2020

Heather Shields
Director and Counsel, Employee and Labour Relations

Arlie Redmond
President CUPE Local 1302

Schedule "A"

Current Collective Agreement Provision	Proposed Treatment
3.02.1 i) Temporary employees shall be eligible for coverage under staff benefits plans (subject to the normal plan conditions) except for Long Term Disability Insurance and Queen's Pension Plan.	Replace with: "Temporary employees shall be eligible for coverage under the staff benefits plans set out in Article 24.01 (subject to the normal plan conditions) except for Long Term Disability Insurance."
4.01 Normal retirement age as defined under the Queen's Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately six months prior to the employee reaching age 65 to discuss the employee's options under the pension plan.	Replace "Queen's Pension Plan" with "University Pension Plan"
4.02 Employees who elect to retire shall, wherever possible, notify their department and the Pension Unit at least 6 months prior to their retirement date to discuss and begin making necessary arrangements for retirement. The union will receive notification of such retirements	Delete "and the Pension Unit"

Current Collective Agreement Provision	Proposed Treatment
24.01 The University maintains the master contracts or plan texts. The Union will be provided with a copy of either upon request. The Employer shall continue to make available to the employees the plans as outlined below in accordance with the policies and regulations for and regarding such plans as laid down by the Employer. This shall include Long-Term Disability Insurance, Life Insurance, Semi-Private Hospital, Supplementary Medical, and the Revised Pension Plan of Queen's University. Should it intend to amend or change any of the said plans, the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement. a) (i) Revised Pension Plan of Queen's University (the "Pension Plan"): The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Pension Plan's actuaries. Such contribution shall be in accordance with the requirements of the Ontario *Pension Benefits Act*, RSO 1990, c P.8, as amended from time to time (hereinafter, the "*Pension Benefits Act*") and also shall not exceed the maximum amount that is permitted under the *Income Tax Act*, RSO 1990, c P.8, as amended from time to time (hereinafter, the "*Income Tax Act*"). (ii) The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement signed August 6, 2011 and to reflect required employee money purchase contribution rates as follows:[chart omitted]	Delete "Revised Pension Plan of Queen's University" from 24.01 and delete paragraphs (a) (i) and (ii).

Current Collective Agreement Provision	Proposed Treatment
Appendix D - Self Funded Leave Plan During the years that an Employee is participating in the self-funded leave plan, CPP must be based on actual earnings and El on nominal earnings which, using our earlier example would be 75%. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay his/her share of the premiums for their chosen benefit coverage. … An Employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last 5 years before retirement should take care to look into the implications of doing so. … This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources. Questions regarding the Pension Plan should be addressed to Pension, Investments and Insurance.	Delete "Questions regarding the Pension Plan should be addressed to Pension, Investments and Insurance."