



## Renewed Collective Agreement Highlights: Queen's University and CUPE Local 229

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### **LAND ACKNOWLEDGEMENT**

The Parties agreed to include a land acknowledgement statement at the beginning of the Collective Agreement in English, Anishinaabemowin (Ojibway), and Kanyen'ke:ha (Mohawk).

### **LAND ACKNOWLEDGEMENT**

Queen's University and the Canadian Union of Public Employees, Local 229 (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 229 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 229 are recognized and respected within our agreements.

Queen's University tánon ne Canadian Union of Public Employees, Local 229 (the "Parties") ratiien: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 229 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 229 ronwatiién:teres tánon ronwaticweniénstha tsi ki' ní:ioht tsi ionkwatierihwahserón:ni.

Queen's University miinwaa Canadian Union of Public Employees, Local 229 (the "Parties") nsadwaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi-oodenaang Kingston ezhnikaadeg temgak omaa akiinsing gaa-maadookiwaad ingiw Nishnaabeg miinwaa Haudenosaunee'ag. Nsadwaabmaa'aan dash gonda "Parties" ezhnikaazjig ne'en sa Nishnaaben debendaagzjig omaa Canadian Union of Public Employees, Local 229 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadziwag, babaayaawag miinwaa da wiiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzjig omaa CUPE Local 229 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wii-minaadendmindwaa manpii sa gদিনাakodiwiniminaan.

Miigwech, Nyawen'ko: wa, Thank you

### **PART ONE: HOUSEKEEPING CHANGES**

- Changed all references to "Physical Plant Services" to "Facilities" to reflect the department's name change which occurred in 2021.

**Term of Collective Agreement:** The Parties agreed to a three (3) year collective agreement that takes effect July 1, 2021 and ends June 30, 2024.

**Vacation**

Updated Language:

**ARTICLE 18 – VACATIONS**

Article 18.01 a) An employee’s annual vacation entitlement is calculated on the basis of their years of continuous service as at January 1<sup>st</sup> of each year in accordance with the following table:

<b>Employment Year</b>	<b>Vacation Entitlement (increases to vacation entitlement are in effect as of January 1<sup>st</sup> of the year of the increase)</b>
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
Year 7	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)

Renumber remaining articles.

**What does this mean?**

The collective agreement language regarding vacation reflects the terms of Queen’s University’s updated [Vacation Policy](#) (revised January 1, 2018). These housekeeping changes reflect the parties’ current practice with respect to vacation entitlement.

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

### **General**

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.

#### **What does this mean?**

The reference to the Staff Policy Manual was removed as University policies are available online at either the Human Resources website or the University Secretariat website.

## **HOUSEKEEPING CHANGES RELATED TO THE UNIVERSITY PENSION PLAN (UPP)**

As outlined in the Memorandum of Agreement with Respect to Pensions (“Pension MOA”) between the University and the Union dated March 10, 2020, the Parties agreed to delete references to the QPP in the Renewal Collective Agreement. Updates were made to Articles 5.01, 5.02 (Retirement Age); Article 21.01 (Staff Benefits); and Appendix D, Paragraph 8 (Self-Funded Leave Program). The Pension MOA will be included in the Renewed Collective Agreement.

## **PART TWO: SUBSTANTIVE CHANGES**

### **ARTICLE 2 – RECOGNITION**

- Article 2.06 (New) 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) classification;
  - (d) position number;
  - (e) grade and step;
  - (f) hourly rate of pay;
  - (g) status (continuing or term);
  - (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.

**Renumber remaining Articles**

Article 2.07 (New) The University will provide the Union with a copy, in electronic format, of the Employment Equity Data for CUPE Local 229 on an annual basis.

**Renumber remaining Articles**

**What does this mean?**

CUPE Local 229 is the bargaining agent of employees who are bargaining unit members of CUPE Local 229 and as such, is entitled to receive information of this nature pertaining to their bargaining unit members. Human Resources will prepare and provide this data to the Union.

**ARTICLE 3 – NO HARASSMENT AND DISCRIMINATION**

Article 3.02 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*”).

Article 3.02.1 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.

Article 3.02.6 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.

Article 3.02.8 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.

Article 3.02.10 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.

**What does this mean?**

This language was updated to reflect the University's [Harassment and Discrimination Prevention and Response Policy](#) which came into effect on September 1, 2021.

**ARTICLE 10 – JOB POSTING**

Article 10.01 Should there exist in the bargaining unit a vacancy for a continuing position or a vacancy which is to be filled by a term appointment lasting more than 8 months, a brief notice of the vacancy will be posted on the Human Resources website for at least 7 days in advance of the deadline for application. The notice shall contain the job title, hiring department, type of appointment and wage rate.

**What does this mean?**

Job postings no longer need to be physically posted nor distributed directly to employees. The University will ensure that employees have access to computers during their scheduled shifts so that employees have the opportunity to review job postings.

**ARTICLE 13 – WAGE SCHEDULE**

Article 13.01.1

**Year 1 – Effective July 1, 2021**

**Scale Increase**

A scale increase of 1% will be applied to the base hourly rates outlined in Article 13.01.2 below.

**Year 2 – Effective July 1, 2022**

**Scale Increase**

A scale increase of 1% will be applied to the base hourly rates outlined in Article 13.01.2 below.

**Year 3 – Effective July 1, 2023**

**Scale Increase**

A scale increase of 1% will be applied to the base hourly rates outlined in Article 13.01.2 below.

**ARTICLE 19 – LEAVES OF ABSENCE**

**Bereavement Leave**

Article 19.02 (New)      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.

**What does this mean?**

The Parties agreed to set aside one day of available bereavement leave as described in Article 19.01 to be used within one year of the death, to attend a memorial service, interment or the like. The employee should discuss this request with their Manager.

**Emergency Leave**

Article 19.03      Important or unusual circumstances may make it necessary for an employee to be absent from work for short periods of time. A sudden serious illness in the employee's household, a medical or dental appointment or other such infrequent emergency normally will not result in loss of salary. Each situation must be decided by the Department Head on a fair, reasonable and equitable standard.

**What does it mean?**

The Parties agreed to change the name of this leave from “Compassionate Leave” to “Emergency Leave” to provide additional clarity with respect to the purpose of this leave. Emergency Leave is appropriate in circumstances that cannot be planned for in advance. Any questions regarding Emergency Leave should be directed to your [Human Resources Advisor](#).

**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 leave that is financially supported by the University, with top-up payments as outlined in Article 19.07.1 for up to 10 weeks.

Article 19.07      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).

Article 19.07.1 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 EI benefits;

#### *Supported Parental Leave*

19.09

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 19.09.1 for up to 15 weeks.

19.09.4 (NEW) 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.

Renumber remaining Articles.

#### **What does this mean?**

Given that pregnancy leave and parental leave are intended for two different purposes; specifically, pregnancy leave is intended as a period of recovery after giving birth; whereas, parental leave is intended as a period to spend time with the child, the University has decided that a parent eligible for both leaves should receive the top-up benefit associated with both leaves. The Parties renegotiated the Family Leave language to ensure that each parent has equal access to this benefit.

The Renewed Collective Agreement will include other housekeeping changes related to the updated Family Leave Language. Should you have question regarding Family Leave, please contact your [Human Resources Advisor](#).



**ARTICLE 20 – SICK LEAVE**

The Parties agreed to replace references of “doctor” or “physician” in this Article with “relevant regulated health care provider”. This is in keeping with the University’s current practice of accepting medical notes from relevant regulated health care providers as appropriate. The word “relevant” is included to ensure that treatment plans and/or recommendations are being provided by an appropriate medical professional. For example, a note from a dentist would not be accepted if medical concerns are not related to oral care.

**ARTICLE XX – WHISTLEBLOWER PROTECTION (NEW)**

*Reporting Actual or Suspected Violations*

- XX.01 It is each employee’s obligation, in good faith, to report actual violation(s) of laws, regulations, University policies or procedures, including violations of ethical and professional standards, that come to their attention. It is also each employee’s obligation, when, they have a *bona fide* basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such belief is based.
- XX.02 An employee may report a suspected or actual violation directly to their Manager or Department Head/designate or they may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.
- XX.03 Reports must provide sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.
- XX.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised.

*Protection of Whistleblowers*

- XX.05 Subject to Article xx.09, any employee who has a *bona fide* basis upon which to believe wrongdoing has occurred, and who reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- XX.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against a whistleblower for making a *bona fide* report. This protection extends to each individual who, with *bona fide* reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by a whistleblower.
- XX.07 Any act of retaliation shall be treated by the University as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.

XX.08 If a whistleblower believes they are being retaliated against after reporting a violation, they should contact Queen's Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.

XX.09 Any employee who makes a report pursuant to this Article, which report is determined to be frivolous, vexatious, or made without a *bona fide* basis upon which to believe wrongdoing has occurred, may be subject to disciplinary action, up to and including discharge from employment for just cause.

**What does this mean?** The Parties included language regarding Whistleblower Protection in the renewed collective agreement to reflect their interest in formalizing the process by which employees can report actual or suspected violations of laws, regulations, and University policies or procedures, including violations of ethical and professional standards, that come to their attention. This language also outlines the ways in which whistleblowers are protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred. If you have questions regarding this, please contact your [Human Resources Advisor](#).

#### **LETTERS OF UNDERSTANDING**

- Letter of Understanding re: Contracting Out (renewed);
- Attachment A (previously "Appendix I") – List of buildings that will not be contracted out (updated)

#### **What does this mean?**

The parties have agreed to renew the "Letter of Understanding re: Contracting Out" in the renewed collective agreement to outline terms of agreement with respect to contracting out custodial work within particular buildings, as outlined in "Attachment A – List of buildings that will not be contracted out."

- Letter of Understanding re: Tenants/Lessees (NEW)

#### **What does this mean?**

This LOU acknowledges that there may be circumstances where, due to a lease agreement, the University is not responsible for providing cleaning services.