# Renewed Collective Agreement Highlights: Queen’s University and CUPE Local 254

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND ACKNOWLEDGEMENT</td>
<td>2</td>
</tr>
<tr>
<td>PART ONE: HOUSEKEEPING CHANGES</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 15 – VACATIONS</td>
<td>3</td>
</tr>
<tr>
<td>APPENDIX D – SELF-FUNDED LEAVE PLAN</td>
<td>3</td>
</tr>
<tr>
<td>HOUSEKEEPING CHANGES RELATED TO THE UNIVERSITY PENSION PLAN (UPP)</td>
<td>4</td>
</tr>
<tr>
<td>PART TWO: SUBSTANTIVE CHANGES</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLES 2 – RECOGNITION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLES 3 – NO HARASSMENT AND DISCRIMINATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLES 16 – STAFF BENEFITS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLES 17 – SICK LEAVE</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLES 23 – UNIFORMS AND PROTECTIVE EQUIPMENT</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLES 26 – POSITION DESCRIPTIONS, POSITION EVALUATIONS AND SALARY</td>
<td>7</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td></td>
</tr>
<tr>
<td>LETTERS OF UNDERSTANDING</td>
<td>8</td>
</tr>
</tbody>
</table>
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 254 (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 254 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 254 are recognized and respected within our agreements.

PART ONE: HOUSEKEEPING CHANGES

• Change all references to “Maternity Leave” to “Pregnancy Leave” throughout the Collective Agreement to align with Queen’s University's Inclusive Language Guidelines.

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 15 – VACATIONS

Article 15.03 Vacation allowances are determined in accordance with the following table:

<table>
<thead>
<tr>
<th>Employment Year</th>
<th>Vacation Entitlement (increases to vacation entitlement are in effect as of January 1st of the year of the increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>1.25 days for each completed month of service up to a maximum of 15 days</td>
</tr>
<tr>
<td>Year 2</td>
<td>15 days (3 weeks)</td>
</tr>
<tr>
<td>Year 3</td>
<td>16 days</td>
</tr>
<tr>
<td>Year 4</td>
<td>17 days</td>
</tr>
<tr>
<td>Year 5</td>
<td>18 days</td>
</tr>
<tr>
<td>Year 6</td>
<td>19 days</td>
</tr>
<tr>
<td>Year 7</td>
<td>20 days (4 weeks)</td>
</tr>
<tr>
<td>Year 10</td>
<td>21 days</td>
</tr>
<tr>
<td>Year 12</td>
<td>22 days</td>
</tr>
<tr>
<td>Year 14</td>
<td>23 days</td>
</tr>
<tr>
<td>Year 16</td>
<td>24 days</td>
</tr>
<tr>
<td>Year 18</td>
<td>25 days (5 weeks)</td>
</tr>
<tr>
<td>Year 19</td>
<td>26 days</td>
</tr>
<tr>
<td>Year 20</td>
<td>27 days</td>
</tr>
<tr>
<td>Year 22</td>
<td>28 days</td>
</tr>
<tr>
<td>Year 24</td>
<td>29 days</td>
</tr>
<tr>
<td>Year 25</td>
<td>30 days (6 weeks)</td>
</tr>
</tbody>
</table>

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 6.01 and 6.02 (Retirement Age); Article 16.01 (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 2.05 (New) The University will provide the Union with a copy, in electronic format, of the Employment Equity Data for CUPE Local 254 on an annual basis.

Renumber remaining Articles

What does this mean?
CUPE Local 254 is the bargaining agent of employees who are bargaining unit members of CUPE Local 254 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 16 – STAFF BENEFITS

FAMILY LEAVES

16.03.5 Supported Pregnancy Leave

General


Supported Pregnancy Leave in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 16.03.5 b) for up to 10 weeks.

a) 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).
b) Leave allowance as follows:

(i) (Week 1)

A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Supported Pregnancy Leave;

(ii) (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;

16.03.7 Supported Parental Leave

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 16.03.7 (d) for up to 15 weeks.

h) 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 17 – 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 23 – UNIFORMS AND PROTECTIVE EQUIPMENT

Article 23.03 The Department may require an employee to purchase safety lenses in their prescription glasses because of the nature of the position. In this case, the department will reimburse the employee to a maximum of $250, once every 2 years, for the replacement or repair of those prescription safety glasses.

ARTICLE 26 – POSITION DESCRIPTIONS, POSITION EVALUATIONS AND SALARY ADMINISTRATION

Article 26.14 At the time of hiring into a position in the bargaining unit, Human Resources may set a new employee’s starting salary by applying a rate of up to one step per year of relevant experience, up to the maximum of the salary range for the position.

What does it mean?

When employees are hired at the University, the University now has more flexibility to set their starting salary and this change is anticipated to assist with the recruitment and retention of qualified employees at the University. In keeping with current compensation practices at the University, hiring managers are expected to consult with Human Resources in setting starting salaries to ensure that appropriate market and internal comparisons are considered. If you have questions regarding this, please contact your Human Resources Advisor.

Article 26.20

Year 1 – Effective July 1, 2021

Step Increase

a) Each employee whose salary is below the range maximum for their position will receive a step increase equal to 3% of the minimum or to the maximum of their position, whichever is less.

Scale Increase

b) Salaries shall be increased by 1% except those which are above the range maxima. Salaries which are above the range maximums are red-circled and frozen until those salary are in line with the range maxima.

c) The salary ranges will be increased by 1%.

Article 26.21
Renewed Collective Agreement Highlights: CUPE Local 254
July 1, 2021 – June 30, 2024
Page 8

Year 2 – Effective July 1, 2022

Step Increase

a) Each employee whose salary is below the range maximum for their position will receive a step increase equal to 3% of the minimum or to the maximum of their position, whichever is less.

Scale Increase

b) Salaries shall be increased by 1% except those which are above the range maxima. Salaries which are above the range maximums are red-circled and frozen until those salary are in line with the range maxima.

c) The salary ranges will be increased by 1%.

Article 26.22

Year 3 – Effective July 1, 2023

Step Increase

a) Each employee whose salary is below the range maximum for their position will receive a step increase equal to 3% of the minimum or to the maximum of their position, whichever is less.

Scale Increase

b) Salaries shall be increased by 1% except those which are above the range maxima. Salaries which are above the range maximums are red-circled and frozen until those salary are in line with the range maxima.

c) The salary ranges will be increased by 1%.

Note: Article 26.23 will be updated accordingly.

LETTERS OF UNDERSTANDING

• Letter of Understanding re: Essential Animal Care (renewed)

What does this mean?
The parties have agreed to renew the “Letter of Understanding re: Essential Animal Care” in the renewed collective agreement to outline terms of agreement with respect to providing proper care of research animals in the event of a strike or lockout during the life of the Collective Agreement or its continuance.