Renewed Collective Agreement Highlights: Queen’s University and CUPE Local 1302

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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 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.

PART ONE: HOUSEKEEPING CHANGES

- Change all references to “Human Resource Officer” to “Manager, Human Resources”.

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.

ARTICLE 3 – RECOGNITION

Article 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.

ARTICLE 20 – VACATIONS

Article 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:

<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 Article 3.02 i) (Recognition); Articles 4.01 and 4.02 (Retirement Age); Article 24.01 (Staff Benefits); and Appendix D, Paragraph 8 (Self-Funded Leave Plan). The Pension MOA will be included in the Renewed Collective Agreement.

PART TWO: SUBSTANTIVE CHANGES

ARTICLE 5 – NO HARASSMENT AND DISCRIMINATION

Article 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”).

Article 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.

Article 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.

Article 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.

Article 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.

**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 6 – UNION SECURITY**

Article 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.

Article 6.03 (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) 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.

Renumber remaining Articles

Article 6.04 (New) 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.

What does this mean? CUPE Local 1302 is the bargaining agent of employees who are bargaining unit members of CUPE Local 1302 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 9 – BARGAINING COMMITTEE

Article 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.

ARTICLE 13 – DISCIPLINE, DISCHARGE AND SUSPENSION

Article 13.02 (New) 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.

ARTICLE 15 - JOB POSTING

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.

ARTICLE 21 – 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 22 – LEAVES OF ABSENCE

Union Leave

Article 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 endeavor to request such leave with as much advance notice as is practicable, normally at least 10 working days in advance.

Bereavement

Article 22.04 (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 22.03 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.

FAMILY LEAVE

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 19.07.1 for up to 10 weeks.

Article 22.10 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 22.10.1 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

22.12 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.

22.12.4 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.

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.
APPENDICES

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.

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.

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.
APPENDIX B - POINTS FORMULA BASIS

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

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).