

COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY

and

**UNITED STEELWORKERS
(ON BEHALF OF USW, LOCAL 2010)**

July 1, 2011 to December 31, 2014

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT..... 5

ARTICLE 2 - RECOGNITION & SCOPE 5

ARTICLE 3 - DEFINITIONS 9

ARTICLE 4 - UNION DUES 10

 INFORMATION11

ARTICLE 5 - MANAGEMENT RIGHTS..... 12

ARTICLE 6 - NO STRIKES OR LOCKOUTS..... 12

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE 13

ARTICLE 8 - UNION REPRESENTATION 13

 EXECUTIVE COMMITTEE13

 UNIVERSITY COMMITTEES13

 STEWARDS14

 LEAVE FOR UNION BUSINESS14

 UNION LEAVE14

 RELEASE TIME.....15

ARTICLE 9 - BARGAINING COMMITTEE 15

ARTICLE 10 - UNION REPRESENTATIVE 16

ARTICLE 11 - GRIEVANCE PROCESS 16

 INFORMAL RESOLUTION STAGE16

ARTICLE 12 - DISCIPLINE AND DISCHARGE 17

ARTICLE 13 - ARBITRATION..... 18

ARTICLE 14 - VIDEO SURVEILLANCE 19

ARTICLE 15 - WHISTLEBLOWER PROTECTION..... 19

 REPORTING ACTUAL OR SUSPECTED VIOLATIONS19

 PROTECTION OF WHISTLEBLOWERS.....19

ARTICLE 16 - NO HARASSMENT OR DISCRIMINATION..... 20

ARTICLE 17 - HEALTH AND SAFETY 21

ARTICLE 18 - PROBATIONARY PERIOD, SENIORITY, POSTING, LAYOFF AND REDEPLOYMENT 22

 PROBATIONARY PERIOD22

 CONVERSION OF TERM APPOINTMENTS TO CONTINUING APPOINTMENTS22

 SENIORITY23

 JOB POSTING24

 POSTING NOT REQUIRED24

 APPLICATION AND SELECTION PROCESS.....24

 CAREER DEVELOPMENT OPPORTUNITIES - TERM APPOINTMENTS25

 LAYOFF.....26

 REDEPLOYMENT ASSISTANCE31

DEEMED TERMINATION31

ARTICLE 19 - WORKLOAD..... 31

ARTICLE 20 - HOURS OF WORK AND OVERTIME 32

LUNCH AND BREAK PERIODS32

SCHEDULE CHANGES32

FLEXIBLE HOURS OF WORK.....32

CALL-BACK.....33

LOG-ON/TELEPHONE CONSULTATION PAY.....33

ON-CALL33

ADDITIONAL HOURS OF WORK AND OVERTIME33

SHIFT DIFFERENTIAL36

WEEKEND PREMIUM.....36

ARTICLE 21 - PAID HOLIDAYS 36

CHRISTMAS CLOSING.....37

ARTICLE 22 - VACATIONS 39

INTERRUPTION OF VACATION40

ARTICLE 23 - LEAVES OF ABSENCE 40

BEREAVEMENT40

COMPASSIONATE LEAVE.....41

MEDICAL APPOINTMENTS41

ELECTIONS41

FAMILY LEAVE.....42

FAMILY MEDICAL LEAVE46

GENERAL LEAVE WITHOUT PAY.....46

JURY OR WITNESS DUTY47

MOVING.....47

RESERVIST LEAVE.....47

VOTING DAY.....48

ARTICLE 24 - SICK LEAVE 48

ACCOMMODATION AND RETURN TO WORK49

ARTICLE 25 - EMPLOYEE FILES..... 49

ARTICLE 26 - HUMANITY FUND..... 50

ARTICLE 27 - COMMITTEES 50

ARTICLE 28 - BULLETIN BOARDS/SPACE AND SERVICES 50

ARTICLE 29 - CORRESPONDENCE AND INFORMATION, AND COPIES OF THE AGREEMENT 51

ARTICLE 30 - COMPENSATION 51

ASSIGNMENT OF PAY GRADES.....51

INITIAL APPOINTMENT51

OVER-MAXIMUM.....51

MARKET ADJUSTMENT51

PROMOTIONS52

REDUCTIONS.....52

ACTING PAY53

WAGES53

ARTICLE 31 - BENEFITS..... 54

ARTICLE 32 - NEW TECHNOLOGY 55

ARTICLE 33 - TERM OF AGREEMENT 55

APPENDIX A: TUITION SUPPORT PLAN..... 56

APPENDIX B: TUITION ASSISTANCE PROGRAM 59

APPENDIX C: SELF-FUNDED LEAVE 62

 PROCEDURES.....62

APPENDIX D: CHILD CARE BENEFIT PLAN 65

APPENDIX E: CHILD CARE BENEFIT PLAN: BEFORE AND/OR AFTER SCHOOL PROGRAMS, SCHOOL PROFESSIONAL ACTIVITY DAYS, OR SUMMER CAMPS. 67

APPENDIX F: SEVERANCE PAY..... 68

LETTER OF UNDERSTANDING: CENTRAL HEATING PLANT 71

LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT 75

LETTER OF UNDERSTANDING: CONVERSION OF TERM APPOINTMENTS THAT ARE IN PLACE ON THE DATE OF RATIFICATION..... 77

LETTER OF UNDERSTANDING: FIRST SENIORITY LIST..... 78

LETTER OF UNDERSTANDING: JOB EVALUATION 79

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT 81

LETTER OF UNDERSTANDING: POSITION RE-EVALUATION 82

LETTER OF UNDERSTANDING: E.I. PREMIUM REDUCTION 83

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to:

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

ARTICLE 2 - RECOGNITION & SCOPE

2.01 The University recognizes the Union as the exclusive bargaining agent for all employees of Queen's University in the City of Kingston who hold a general staff appointment save and except:

- (a) persons employed at salary grades 10 and above;
- (b) persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the *Ontario Labour Relations Act, 1995*;
 - i. The parties agree that the following persons shall be deemed to be employed in a confidential capacity in matters relating to labour relations within the meaning of 1(3)(b) of the *Ontario Labour Relations Act, 1995*:
 - persons employed in the Human Resources Department;
 - persons employed in the Principal's Office;
 - ii. For clarity, it is understood and agreed that the persons employed in the following offices are persons employed within the meaning of section 1(3)(b) of the *Ontario Labour Relations Act, 1995*:
 - the Provost and Vice-Principal (Academic)'s Office;
 - the Deputy Provost's Office;
 - the Office of the Vice Principal (Finance and Administration);
 - the Human Rights Office;
 - the Equity Office;
 - the Office of the University Secretariat;
 - the Office of Institutional Research and Planning;
 - the Office of the Internal Auditor; and,
 - the Office of Faculty Relations
 - iii. The University will not add positions to the Offices/Units referenced in Article 2.01(b)(ii) for the purpose of improperly circumventing the inclusion of a position in the bargaining unit;
 - iv. For further clarity the parties agree that the persons employed in the following positions are persons employed within the meaning of section 1(3)(b) of the *Ontario Labour Relations Act, 1995*:

•Office of Provost and Vice Principal (Academic)

08175 – Financial Coordinator, Agnes Etherington Art Centre

28113 – Manager, International Projects & Initiatives

•Office of the Vice-Principal (Finance and Administration)

04560 – Payables Supervisor, Financial Services

04879 – Administrative Assistant, Information Technology Services

04927 – Business Officer, Information Technology Services

09176 – Assistant Chief Engineer, Central Heating Plant, Physical Plant Services

09242 – Materials Supervisor/Buyer, Stores, Physical Plant Services

18840 – Assistant Area Manager, Physical Plant Services

21980 – Assistant Manager, Grounds, Physical Plant Services

27613 – Institutional Projects Manager, Financial Services

29931 – Accounting Manager, Financial Services

•Office of the Vice-Provost and Dean (Student Affairs)

04760 – Coordinator, Athletic Therapy Services, Athletics & Recreation

04761 – Manager, Finance and Administration, Athletics & Recreation

12263 – Manager, Career Counselling, Career Services

17526 – Administrative Assistant/Trademark Licensing Coordinator

22484 – Manager, Sales & Marketing, Queen's Event Services

24968 – Manager, Finance, Residences

25986 – Facilities Supervisor, Residences

26026 – Facilities Supervisor, Residences

26258 – Special Assistant to the Vice-Provost and Dean (Student Affairs)

26570 – Facilities Supervisor, Residences

27827 – Residence Desk Supervisor, Residences

27940 – Operations Supervisor, Apartment & Housing

27992 – Administrative Assistant to the Director of Athletics & Recreation

30140 – Sales & Service Coordinator, Athletics & Recreation

Head Coaches and Assistant Coaches of University Sports Teams, Athletics & Recreation

•Office of the Vice-Principal (Advancement)

11793 – Group Manager, Electronic Communications, Marketing & Communication

18359 – Administrative Assistant

25020 – Manager, Direct Response Appeals, Alumni Relations & Annual Giving

26231 – Development Officer Stewardship, Development

26518 – Manager, Alumni Education Services, Alumni Relations & Annual Giving

28812 – Administrative Assistant

•Office of the Vice-Principal (Research)

19006 – Office Supervisor/Assistant to the Vice-Principal (Research)

28707 – Finance/HR Administrator

•Faculty of Arts & Science

01842 – Department Manager, Physics, Engineering Physics and Astronomy

02025 – Department Manager, Psychology

02081 – Senior Staffing Officer
02089 – Senior Assistant to the Dean
11990 – Administrative Assistant, Economics
16594 – Manager, Continuing & Distance Studies and Faculty Projects
Assistant
16929 – Administrative Assistant
19574 – Manager International Programs Office
20790 – Assistant to the Associate Deans (Studies)
22781 – Administrative Assistant to the Associate Deans (Studies)
24137 – Staffing Administrative Assistant
27214 – Financial Officer
29890 – Staffing Administrative Assistant

•Faculty of Education

04219 – Manager, Graduate Programs & Bureau of Research
04340 – Placement Coordinator
18961 – Administrative Assistant to the Associate Dean
25352 – Executive Assistant to the Dean & International Officer

•Faculty of Engineering and Applied Science

03018 – Departmental Administrator, Chemical Engineering
03122 – Administrative Assistant/Department Manager, Electrical and
Computer Engineering
03166 – Machine Shop Technical Supervisor, Mechanical and Materials
Engineering
03218 – Administrative Assistant, Robert M. Buchan Dept. of Mining
03233 – Senior Staffing Officer
03235 – Awards Officers, Admissions & Accreditation Assistant
20056 – Administrative Assistant to the Dean
26261 – Staffing Assistant and Administrative Assistant to the Associate Dean
27905 – Financial and Operations Officer

•Faculty of Health Sciences

02774 – Senior Staffing Officer
02777 – Administrative Assistant
02787 – Undergraduate Program Manager, School of Medicine
02992 – Administrative Coordinator, School of Rehabilitation Therapy
12372 – Manager, Continuing Professional Development
21808 – Project Manager, Centre for Neuroscience Studies
13458 – Staffing Assistant
15233 – Manager, Building Operations and Projects
17609 – Facility Manager, Animal Care Service
19884 – Assistant Office Manager, School of Medicine
20636 – Administrative Secretary
21503 – Staffing and Research Officer, Medicine
23497 – Administrative Secretary
23884 – Administrative Secretary
24981 – Faculty Support Coordinator, Family Medicine

28052 – Assistant to the Associate Dean, Post Graduate Medical
Education

29900 – Manager of Education, Family Medicine

30657 – Human Resource Coordinator, Family Medicine

•**Faculty of Law**

03320 – Administrative Assistant

27068 – Finance Manager

•**School of Business**

02234 – Human Resources/Facilities Management Coordinator

15760 – Associate Director, Commerce Program

21790 – Administrative Assistant

25373 – Program Planning Manager

26024 – Manager, Fit to Lead

27520 – Manager, Web Marketing

28624 – Administrative Assistant to the Dean

29948 – Administrative Assistant

•**School of Graduate Studies**

23042 – Program/Conference Team Manager, Industrial Relations Centre

28896 – Administrative Secretary to the Vice-Provost and Dean

•**Office of the University Registrar**

22832 – Admission Manager, International

26637 – Communication Manager

- (c) architects, dentists, lawyers, engineers, and doctors entitled to practice in Ontario and employed in a professional capacity within the meaning of section 1(3)(a) of the *Ontario Labour Relations Act, 1995*;
- (d) persons employed in any bargaining unit for which another trade union held bargaining rights on March 24, 2010;
- (e) persons employed in Campus Security;
- (f) persons who hold appointments to the academic staff of the University as defined by the University's Statement on Adjunct Academic Staff and Academic Assistants unless such persons come within the bargaining unit independently of their status as academic staff;
- (g) persons employed as post-doctoral fellows, clinical scholars, clinical fellows, visiting fellows, research fellows, visiting scholars, visiting researchers and visiting faculty;
- (h) persons who hold research, grant and contract appointments receiving salary payments from grants, contracts and University trust funds unless such persons come within the bargaining unit independently of their status as persons who hold such appointments;
- (i) persons employed for less than 14 hours per week;
- (j) persons employed on a temporary assignment for a period not exceeding 4 months;
- (k) persons employed on an *ad hoc* (casual) basis;
- (l) persons employed on student contracts.

ARTICLE 3 - DEFINITIONS

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

(a) “**Academic Term**” means September 1st to December 31st, January 1st to April 30th and May 1st to August 31st for the purposes of Article 20.23.

(b) “**Agreement**” is the Collective Agreement between Queen’s University at Kingston, Ontario and the United Steelworkers and its Local 2010.

(c) **Appointments**

(i) “**continuing appointment**” is an appointment to a full- or part-time position that is identified as “continuing” in the employment letter from Human Resources and for which no end date is stated in the employment letter.

(ii) “**continuing term appointment**” is an appointment to a full- or part-time position that is identified as a “continuing term” in the employment letter from Human Resources and for which a recurring fixed period of time is identified in the employment letter (e.g., September 1 to May 31 annually).

(iii) “**term appointment**”

- is an appointment to a full- or part-time position that is identified as a “term appointment” in the employment letter from Human Resources and for which the commencement date and the end date of the term are stated in the appointment letter. There is no guarantee or commitment of employment to an employee beyond the stated end date.

- A term appointment shall be deemed to be a continuing appointment to a position if the employee’s length of consecutive term appointments to the same position exceeds 36 months. An employee whose appointment status is changed because of the operation of this Paragraph will receive a letter from Human Resources confirming her/his change of status within 30 days of the change.

- If an employee’s term appointment to a position expires but the employee is appointed to the same position within 13 weeks following the expiry, the subsequent appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee’s total length of consecutive appointments to the same position. However, it is understood that the intervening period between 2 such appointments shall not be included in the calculation of the employee’s length of consecutive appointments to the same position.

(d) “**bargaining unit**” is defined as set out in Article 2: “Recognition and Scope”.

(e) “**bargaining unit member**” or “**employee**” means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.

(f) “**business day**” means Monday to Friday, exclusive of holidays recognized by the University.

(g) “**day**” means calendar day unless otherwise specifically stipulated.

(h) “**Department**” means an academic unit, an administrative unit, a centre, a division, an institute, or a school, as the context may require.

(i) “**Department Head**” refers to the head of an academic unit, an administrative unit, a centre, a division, an institute, or a school, as the context may require.

- (j) **“employee”** or **“bargaining unit member”** means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.
- (k) **“Employer”** or **“the University”** refers to Queen’s University at Kingston, Ontario.
- (l) **“immediate family”** means an employee’s parent including a step parent, spouse, partner, child including a child of the employee’s current spouse, a sibling including a step sister or step brother, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent or grandchild.
- (m) **“internal applicant”** means a University employee who is included in the bargaining unit as defined in Article 2: “Recognition and Scope”.
- (n) **“Local”** or **“Local Union”** or **“the Union”** means USW Local 2010 representing the Bargaining Unit as defined in Article 2: “Recognition and Scope”.
- (o) **“Manager”** is the managerial, non-bargaining unit person who directs an employee’s work or to whom an employee normally reports, or her/his designate.
- (p) **“notice”** Where notice is required by the terms of this Agreement, the notice required shall be as stated; however the Parties recognize that there may be extraordinary circumstances that make it appropriate to amend the notice period following discussion and agreement between the Union and the Employer.
- (q) **“Parties”** are Queen’s University at Kingston, Ontario and the United Steelworkers.
- (r) **“spouse”** or **“partner”** means the legally married spouse of an employee, or a person of the opposite or same sex who has continuously lived with the employee for a period of at least one year in a conjugal relationship outside marriage.
- (s) **“supervisor”** is a non-managerial, bargaining unit member who has some day-to-day responsibility for, and/or oversight of, the work of others.
- (t) **“Union Executive”** means a person(s) who has been elected or appointed in accordance with the USW Constitution or USW Local 2010 By-Laws to any of the following positions: President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Guides, Guards or Trustees.
- (u) **“Union Representative”** means an authorized staff representative of the USW.
- (v) **“Union Steward”** or **“Steward”** means a person who has been duly authorized, through election or appointment in accordance with the USW Constitution or USW Local 2010 By-Laws, to represent bargaining unit employees on behalf of the Union.
- (w) **“USW”** means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- (x) **“University”** means Queen’s University at Kingston, Ontario.
- (y) **“written notice”** may include email communication.

ARTICLE 4 - UNION DUES

4.01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such Union dues, fees and assessments, as instructed by the Union in accordance with the Union’s Constitution, that are applicable to each bargaining unit member, regardless of whether she/he is also a Union member. For clarity, the dues, fees and assessments prescribed by the Union shall not

include fines, penalties, levies or the like that the Union may, pursuant to its Constitution, impose against Union members.

- 4.02 All such dues, fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the University along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the USW Area Coordinator.
- 4.03 The monthly remittance shall be accompanied by a statement listing:
- (a) the name and employee number of each bargaining unit employee from whose pay deductions have been made, each employee's campus email address and campus address if available in the University's Human Resources Management System, and the total amount deducted for the month; and
 - (b) the name and employee number of each bargaining unit employee from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 4.04 The University will record total Union dues deductions paid by each employee on her/his "*T4 Statement of Remuneration Paid*".
- 4.05 The Union must provide at least 60 calendar days' written notice of any change in the monthly membership dues.
- 4.06 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

Information

- 4.07 On the date of hire, the University shall advise each new employee of the name of her/his Union Steward and the Local Union President, their phone numbers and campus mail and email addresses. Within 60 calendar days from the start of employment, new employees shall be allowed 1.5 hours including travel time to attend a Union orientation session, which will be attended by no more than 2 Union Executive members. Neither the employees nor the members of the Union Executive will suffer a loss in wages for attending the orientation session.
- 4.08 The Union will provide the University with a schedule of its orientation sessions, which shall not occur more than once per month.
- 4.09 The University will notify any new employee of the dates of the next scheduled orientation session.
- 4.10 The University will provide the Union with a copy of the job description and appointment letter, in electronic format, including salary, grade, step, and department for each new appointment in the bargaining unit, no later than 30 days after the University has received a copy of the signed appointment letter back from the individual.

- 4.11 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 employees, 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) home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information;
 - (d) position title;
 - (e) grade and step;
 - (f) status (continuing or term);
 - (g) salary;
 - (h) campus email address;
 - (i) campus mail address; and,
 - (j) gender.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management of Queen's University is fixed exclusively in the University and without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the University to:
- (a) maintain order and efficiency;
 - (b) plan, direct and control operations;
 - (c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
 - (d) determine the size, composition, and deployment of the workforce;
 - (e) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and,
 - (f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the University.
- 5.02 The University agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

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

- 6.02 During any legal strike or lockout involving Queen's employees in any other bargaining unit, or, involving non-Queen's employees represented by a trade union that pickets at or near Queen's University property, the Union acknowledges that "sympathy strikes" are prohibited and will advise all members in its bargaining unit of such and that it remains the responsibility of those employees to attend at work as scheduled.
- 6.03 During any legal strike by another bargaining unit against the University, or during any lockout of another bargaining unit by the University, employees may perform the work of striking or locked-out employees, but the University cannot require them to do so.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01 The Parties agree that there will be a joint Labour/Management Committee ("LMC") for all Queen's employees represented by USW, consisting of 4 representatives from the University and 5 representatives selected by the Union, 1 of which shall be the USW 2010 Local Union President or designate and 1 of which shall be the USW 2010-01 Local President or designate. The Staff Representative of the Union may also attend such meetings. Meetings will be held no less than bi-monthly. The Parties may agree to hold *ad hoc* LMC meetings in between the bi-monthly meetings as they deem necessary.
- 7.02 Each Party shall, not less than 7 calendar days before a scheduled LMC meeting, submit to the other Party a written summary of the topics to be discussed at the upcoming meeting.
- 7.03 Meetings will not be used to discuss matters which are the subject of a grievance, nor to discuss any matters which are, at the time, the subject of collective bargaining.
- 7.04 The LMC has no authority to alter, modify or amend any part of the collective agreement.
- 7.05 A representative of each Party shall be designated Co-Chairperson, and the 2 persons so designated shall Chair the meetings alternately.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The University recognizes the role of elected Union representatives in labour management relations and shall not discriminate against them for their participation as a Union representative.

Executive Committee

- 8.02 The Union recognizes that members of its Executive Committee have duties to perform for the University and they will not absent themselves from such duties to attend to Union business without approval. When requesting time away from work to attend to such union business an Executive Committee member shall submit such request with at least 3 business days' written notice to her/his Manager. Such requests will be subject to operational requirements, but will not be unreasonably denied. Paid time away from work under this Article shall not extend beyond normal working hours.

University Committees

- 8.03 A bargaining unit employee appointed or invited to serve on a University Committee as a representative of the Union will be granted time away from work with pay for the meeting time. All requests for time away from work under this Article shall be submitted to the employee's Manager/designate with as much advance notice as possible. Union representatives shall report back to their Manager/designate

when the meeting ends. Paid time away from work under this Article shall not extend beyond normal working hours.

Stewards

- 8.04 The University acknowledges the right of the Union to appoint or otherwise select up to 1 Steward, from among employees who have completed their probationary period, for each 60 employees for the purpose of representing employees in the handling of grievances.
- 8.05 The University will recognize a Union Grievance Committee of up to 4 Stewards selected by the Union.
- 8.06 The Union shall provide the University, in writing, with the names and titles of Stewards, their areas of representation, and indicate which Stewards are Grievance Committee members.
- 8.07
- (a) It is understood and agreed that each Steward has her/his work duties to perform and that if it is necessary to investigate a grievance or attend a grievance meeting during working hours, she/he shall not leave her/his work without first requesting time away from her/his work from her/his Manager/designate, and subject to operational requirements, such request will not be unreasonably denied. The Manager is entitled to know the estimated duration of such time away from work. The Steward shall report back to her/his Manager/designate upon returning to work.
- (b) Any Union Steward dealing with a grievance arising out of this Agreement, but not in her/his own department, shall, in addition to the requirements of (a) above, also request permission from the Manager/designate in the other department before contacting any employee therein regarding a complaint or grievance, and subject to operational requirements, such request will not be unreasonably denied.
- 8.08 The University agrees that Stewards will not suffer a loss of pay for approved time spent in the handling of grievances pursuant to this Article 8, but paid time away from work for Stewards under this Article shall not extend beyond normal working hours.

Leave for Union Business

- 8.09 Employees who are elected or appointed by the Union to attend Union business, such as conventions, conferences, or educational seminars, shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than 10 business days' written notice be given. The notice shall include the names of employees in respect of whom leave is being requested, the name of each employee's Manager and the employee's department. The written notice shall be sent to the Director of Employee/Labour Relations or designate, who shall advise the appropriate Manager(s) of the request and will provide a written response to the Union within 5 business days.
- 8.10 Employees on such leave of absence will continue to be paid by the University, but the Union will reimburse the University for the cost of the employee's wages associated with the period of the leave, upon receipt of a statement of the amount owing.

Union Leave

- 8.11 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to 1 year for an employee to assume an official position with the International Union

or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least 2 months prior to the commencement of the requested leave. The University may grant an extension of the leave; an extension request must be submitted in writing at least 2 months prior to the scheduled end of the current leave. Provided the extension will not unduly interfere with operations, extension requests will not be unreasonably denied.

- 8.12 Employees on such leave of absence will continue to be paid by the University so long as the Union pays the University monthly, for the cost of the employee's total compensation on or before the 15th of the month preceding the employee's pay date. The University must first provide the Union an invoice for the amount to be paid on or before the first of the month.
- 8.13 The employee will be entitled to return to her/his position at the expiry of the leave. If, during the employee's leave, the employee's position is declared redundant, she/he will be placed in the redeployment pool in accordance with Article 18 upon the expiry of her/his leave.
- 8.14 Upon expiry of the Union Leave, the employee will be provided with position-specific upgrading and/or required training provided to the individual temporarily covering the leave during the employee's temporary absence on Union Leave.
- 8.15 Employees on a Union Leave shall be entitled to apply for positions that are posted in the bargaining unit during their leave. If the employee is the successful applicant for the posting and if she/he accepts the position, the employee will be required to assume the position on the stated commencement date of the appointment and the Leave shall come to an end at that time.

Release Time

- 8.16 The University will grant 100% release time to the Local President in order that she/he may conduct business on behalf of the Local Union. The Union will reimburse the University for 75% of the cost of the total compensation associated with the Local President's release time on or before the 15th of the month preceding the employee's pay date. The University will provide the Union with an invoice for the amount to be paid on or before the first of the month.

ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 The University will recognize a Bargaining Committee composed of up to 7 members of the bargaining unit. The members of the Bargaining Committee shall be given time off during their regularly scheduled working hours without loss of pay while participating in collective bargaining up to the commencement of conciliation.
- 9.02 The Bargaining Committee shall be entitled to be represented by a representative(s) of the United Steelworkers at all bargaining meetings held between the University and the Union.
- 9.03 The 7 employees who are members of the Union's Bargaining Committee shall be given up to 3 days or 6 half days each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining. Additional unpaid time will, subject to operational requirements, be granted.
- 9.04 The Bargaining Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of bargaining, including proposals for the renewal or modification of this Collective Agreement.

ARTICLE 10 - UNION REPRESENTATIVE

10.01 If an authorized staff representative of the USW wants to speak to a member of the bargaining unit about a grievance or other official business during working hours, she/he must advise the employee's Manager/designate who, subject to operational requirements, will arrange time, not to exceed 30 minutes, for the employee to meet with the representative. The USW staff representative will provide the Manager/designate with as much advance notice as possible of her/his desire to meet with a member of the bargaining unit, and in any case not less than 1 hour's notice.

ARTICLE 11 - GRIEVANCE PROCESS

11.01 It is the mutual desire of the Parties that any complaint arising between an employee and the University with respect to the administration, application, interpretation, or alleged violation of the Agreement be addressed as efficiently as possible.

11.02 In the event of a disagreement between the University and an employee as to the administration, application, interpretation, or alleged violation of the provisions of this Agreement the following process will be followed:

Informal Resolution Stage

11.03 It is agreed by the Parties that an employee may not file a grievance until she/he, either directly or through the Union, has first given her/his Manager an opportunity to address the issue or complaint.

11.04

(a) This Informal Resolution Stage must be initiated within 15 business days after the employee became aware, or ought reasonably to have become aware, of the circumstances giving rise to the issue or complaint.

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

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

11.06 **Step 1:** The aggrieved employee (the "grievor"), or a Union representative on the grievor's behalf, may submit a written grievance to the Department Head/designate. The grievance should outline the facts giving rise to the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The grievance must be dated and be signed by the grievor and a Union representative if available. The Department Head/designate will provide the grievor and the Union with a written response within 10 business days after the grievance was submitted.

11.07 **Step 2:** A grievance that is not resolved at Step 1 may, at the grievor's request, be submitted to the Director, Employee/Labour Relations, or her/his specified designate within 10 business days after the expiry of the response time under Step 1. Upon receipt of the grievance, the Director, Employee/Labour Relations, or her/his designate, will meet with the Union representative who signed

the grievance, or her/his specified designate, and the grievor within 10 business days after the date on which the Director received the grievance. At the Union's discretion, a United Steelworkers staff representative may also attend the Step 2 grievance meeting. The Director will provide the Union and the grievor with a written response within 10 business days after the Step 2 Grievance meeting.

- 11.08 A grievance alleging unjust suspension or discharge will commence at Step 2.
- 11.09 A Policy grievance arising directly between the Employer and the Union shall be originated under Step 2. However, it is understood that the provisions of this Paragraph shall not be used to bypass the regular grievance procedure to institute a grievance directly affecting an employee(s), which such employee(s) could themselves have instituted. A Policy grievance filed by the Employer or the Union must be submitted within 15 business days after the occurrence of the facts giving rise to the grievance or within 15 business days after the date on which the Employer or the Union, as applicable, ought reasonably to have been aware of the occurrence of the facts giving rise to the grievance.
- 11.10 An Employer grievance will be submitted to the Union's Kingston Regional Office and will commence at Step 2. A decision by the Union will be delivered in writing within 10 business days of the meeting provided for in Step 2.
- 11.11 A group grievance arises when 2 or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group grievance, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 11.04(b). Failing resolution of the matter after the Informal Resolution Stage, a group grievance may be submitted at Step 1. All grievors must sign the grievance if they are available but a limit of 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Process will apply to all grievors.
- 11.12 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to arbitration pursuant to Article 13: "Arbitration".
- 11.13 The time limits referred to in this Article may be extended by mutual written agreement of the Parties.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01 Subject to Article 12.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.
- 12.02 A probationary employee may be disciplined, including suspension or discharge, at any time during the probationary period; the probationary employee will not have recourse to the Grievance and Arbitration procedure regarding the discipline unless the disciplinary decision was contrary to Article 5.02.
- 12.03 At her/his request an employee will be entitled to be accompanied by her/his Steward at any disciplinary meeting, including at a meeting that may result in discipline related to poor performance, unless the employee waives her/his right to have a Union representative present. The University will inform the employee of the right to be accompanied by her/his Steward prior to the start of any such meeting.
- 12.04 When the University is considering disciplining an employee, the University will meet with the employee and a Union representative unless the employee waives her/his right to have a union representative present. The University will advise the employee of the reason(s) for the meeting and will provide the

employee with an opportunity to respond. Within 10 business days of this meeting the University will advise the employee of its disciplinary decision. If the University requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the 10-day period referenced above.

- 12.05 Any discipline that may be imposed on an employee will subsequently be confirmed in writing to the employee and a copy will be sent to the Union. Should the employee wish to respond in writing to the discipline, her/his reply will also become part of her/his personnel file.
- 12.06 An employee who has been suspended or discharged will be given the reason(s) therefor immediately and, within 3 business days, such reason(s) will be confirmed in writing to the employee and the Union.
- 12.07 When making a disciplinary decision, the University will not consider any prior discipline after the employee has worked for 18 months during which there has not been subsequent discipline imposed. At the request of an employee, all such prior disciplinary records will be removed from her/his personnel file.
- 12.08 Where there is a claim of harassment or discrimination and the University decides to remove an employee from the workplace pending its investigation of the claim, the University shall continue the employee's wages and benefits during the investigation period.

ARTICLE 13 - ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the administration, application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grieving Party may, within 20 business days after the Step 2 written response is received or due, provide written notification to the other Party of its intention to proceed to arbitration.
- 13.02 An arbitration hearing will proceed before a single arbitrator.
- 13.03 In its written referral pursuant to Article 13.01, the referring Party will list 3 proposed arbitrators. If the responding Party does not agree to any of the 3 proposed arbitrators, it will propose 3 alternate arbitrators within 10 business days after receiving the arbitration referral.
- 13.04 If the Parties cannot agree on an arbitrator within 30 days after the responding Party received the initial arbitration referral, then either Party may request that the Minister of Labour appoint a sole Arbitrator pursuant to the provisions of section 48 of the *Labour Relations Act*, or, the Parties may continue to attempt to reach agreement on an arbitrator.
- 13.05 The fees and expenses of the Arbitrator will be shared equally by the Union and the University. Subject to Article 13.06, each Party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.
- 13.06 The Union must, with as much advance notice as possible, submit a leave request to the Director, Employee/Labour Relations for any bargaining unit employee whom the Union wishes to attend an arbitration hearing. The grievor and Chief Steward or designate will be paid at her/his regular hourly rate for time lost by her/him as a result of attending an arbitration hearing.
- 13.07 The Arbitrator has the power and authority provided for in the *Labour Relations Act* and to hear and determine the grievance.

- 13.08 The Arbitrator's decision shall be final and binding upon the Parties and upon any employee affected by it, subject to the limitation that the Arbitrator shall have no authority to make any decision that is inconsistent with the terms of this Agreement or to add to, subtract from, change, alter, modify or amend any of the provision(s) of this Agreement.
- 13.09 The Arbitrator shall deal solely with the matter in dispute within the confines of this Agreement and any legislation over which the Arbitrator has the jurisdiction to interpret and apply pursuant to the *Labour Relations Act*.
- 13.10 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. This provision shall not be interpreted such as to prevent either Party from seeking judicial review of an Arbitrator's decision.
- 13.11 The time limits referred to in this Article 13 may be extended by written mutual agreement of the Parties.
- 13.12 Nothing in this Article shall prevent the Union or the University from exercising its right to use Section 49 of the *Labour Relations Act*.

ARTICLE 14 - VIDEO SURVEILLANCE

- 14.01 Employees who work in areas where there are security cameras will be so advised.

ARTICLE 15 - WHISTLEBLOWER PROTECTION

Reporting Actual or Suspected Violations

- 15.01 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 her/his attention. It is also each employee's obligation, when, she/he has 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.
- 15.02 An employee may report a suspected or actual violation directly to her/his Manager or Department Head/designate or she/he may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.
- 15.03 Reports must provide sufficient, precise and relevant information concerning dates, places, persons, numbers, *etc.*, to allow for a reasonable investigation to take place.
- 15.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised.

Protection of Whistleblowers

- 15.05 Subject to Article 15.09, 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.

- 15.06 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 she/he is aware, provides that information in relation to an investigation of a report by a whistleblower.
- 15.07 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.
- 15.08 If a whistleblower believes she/he is being retaliated against after reporting a violation, she/he should contact Queen's Human Resources Office, which may direct the employee to another, more appropriate resource for assistance.
- 15.09 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.

ARTICLE 16 - NO HARASSMENT OR DISCRIMINATION

- 16.01 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.
- 16.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, the University's *Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*.
- 16.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome. It includes objectionable acts, comments, or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 16.04 Harassment is not properly discharged managerial 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.
- 16.05 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 16.06 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.
- 16.07 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner; therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a

case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

- 16.08 The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the University's *Harassment and Discrimination Policy* if the subject matter of the complaint is one covered by that Policy.
- 16.09 Alternatively, any allegation of discrimination or harassment in the workplace, including an allegation of *Code-based* discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this Agreement.
- 16.10 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.
- 16.11 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 16.12 Where a complaint is dealt with under the University's *Harassment and Discrimination Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed.
- 16.13 An employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Once an application has been filed with the Tribunal all other related proceedings under this Article will be suspended and, applicable grievance and arbitration timelines will be extended until those proceedings are concluded.
- 16.14 In cases where sexual harassment may result in the transfer of a person, the complainant shall not be transferred against her/his will; unless otherwise agreed, it shall be the harasser who is transferred.
- 16.15 In dealings with the University on matters of personal or workplace harassment an employee who is a complainant or respondent has the right to be represented, and an employee who is a potential witness has the right to be accompanied, by a Union representative. At the complainant's, respondent's or witness' option, this person can be a qualified bargaining unit member appointed by the Union.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The University is subject to the provisions of the *Occupational Health and Safety Act* and its regulations, including the provision that calls for a worker representative selected by the Union to serve on the University Joint Health and Safety Committees. It is agreed that the University and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University. To this end, the Parties acknowledge and agree that all persons on University premises are required to comply with policies, procedures, regulations and standards relating to health and safety.
- 17.02 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act* where there is an immediate danger to the employee's health and safety or to the health and safety of others.

- 17.03 The Union will select a worker representative for each applicable Joint Health and Safety Committee formed under the *Occupational Health and Safety Act*. This representative will not suffer a loss of regular straight time pay for time spent attending meetings of the Committee or carrying out duties as a worker representative.
- 17.04 A worker representative on a Joint Health and Safety Committee may become a certified worker representative on the Committee. The University will provide the required training for certification at no cost to the employee or the Union.
- 17.05 When a worker representative on a Joint Health and Safety Committee ceases to be employed in the bargaining unit, she/he will cease to be a worker representative on the Committee.
- 17.06 The University will supply, and employees will wear/utilize, personal protective equipment and the other devices that the University requires employees to wear/utilize.
- 17.07 An employee who is required by the Employer to wear safety footwear on the job will receive, upon presentation of a receipt therefor, reimbursement up to \$160.00 per calendar year for the purchase of approved safety footwear. Safety footwear must comply with the University's Standard Operating Procedure regarding "Foot Protection," and be in serviceable condition as determined by the employee's Manager.
- 17.08 If asked by a pregnant employee to request a workplace assessment in relation to her pregnancy, the employee's Manager will submit an assessment request to the Department of Environmental Health and Safety. When a pregnancy-related risk(s) or hazard(s) is identified by EH&S through such an assessment, the University will arrange reasonable accommodation.

ARTICLE 18 - PROBATIONARY PERIOD, SENIORITY, POSTING, LAYOFF AND REDEPLOYMENT

Probationary Period

18.01

- (a) The probationary period shall be the first 3 months of an individual's active employment in an appointment with the University. Active employment is calculated as days actually at work in the appointment.
- (b) The University may extend an employee's probationary period by a further period not to exceed 3 months. Notice of such extension must be provided to the Union no later than the final day of the initial probationary period. Any decision to extend a probationary period will be made in accordance with the requirements of Article 5.02.

18.02 During the probationary period and any extension thereof an employee may be terminated at any time and the employee will not have recourse to the Grievance or Arbitration provisions of this Agreement, unless the termination is alleged to have been discriminatory, arbitrary or made in bad faith.

Conversion of Term Appointments to Continuing Appointments

18.03 A term appointment shall be deemed to be a continuing appointment to a position if the employee's length of consecutive term appointments to the same position exceeds 36 months.

18.04 If an employee's term appointment to a position expires but the employee is appointed to the same position within 13 weeks following the expiry, the subsequent appointment shall be considered to be

consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between 2 such appointments shall not be included in the calculation of the employee's length of consecutive appointments to the same position.

18.05 An employee whose appointment status is changed because of the operation of this Paragraph will receive a letter from Human Resources confirming her/his change of status within 30 days of the change.

Seniority

18.06

- (a) For purposes of calculating seniority, successive appointments held by bargaining unit employees will be considered continuous if the break between appointments is not greater than 13 weeks. This means that seniority shall be calculated based on an employee's initial appointment with the University so long as she/he has not had a break between appointments that exceeds 13 weeks. If an employee has experienced a break(s) between appointments that is more than 13 weeks, her/his seniority will be calculated based on the date of her/his appointment that started after the most recent break that exceeded 13 weeks.
- (b) In the event that 2 or more bargaining unit employees have the same most recent appointment date their seniority ranking will be determined in accordance with the process determined by the Union. The Union will provide written instruction to the University as to the process it has adopted and will provide not less than 60 days' written notice of any change to that process.
- (c) Seniority will only be recognized following an employee's successful completion of the probationary period.
- (d) Except as otherwise expressly stated, seniority will be maintained and will not be affected by an employee's absence from work due to vacation, paid holidays, approved sick leave, or other approved leaves provided for in this Agreement.
- (e) The University will post a seniority list on the Human Resources web site by January 15th and July 15th of each year. The seniority list will include the name of each employee in the bargaining unit who has completed her/his probationary period and will indicate the employee's seniority date.
A copy of the seniority list will be provided to the Union in electronic format.
- (f) Subject to the Letter of Understanding at page 84, employees shall have the right to challenge the accuracy of their seniority for a period of 30 days from the date the seniority list is posted on the Human Resources web site. If the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.
- (g) An employee who leaves the bargaining unit but remains employed by the University will, if she/he returns to the bargaining unit within 2 years, be credited with the seniority she/he had on the date she/he left the bargaining unit.
- (h) University employees from outside the bargaining unit who become covered by the collective agreement will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered under this collective agreement.

Job Posting

- 18.07 Subject to Article 18.11, when the University decides to fill a vacancy in the bargaining unit it will be filled by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on the Human Resources website for at least 7 calendar days. The University may determine that a posted vacancy will not be filled.
- 18.08 Each posting must identify: the date of the posting, the date by which applications must be received, the job title, the appointment type (*i.e.* "continuing", "term" or "continuing term"), the FTE of the position, the Department, salary grade, a description of the work, and the qualifications required.
- 18.09 It is the responsibility of each applicant to set out in her/his application the skills, qualifications, abilities, and relevant experience, relative to the criteria stated in the job posting.
- 18.10 Prior to posting a position in the bargaining unit, the University will attempt to fill the position with a University employee who requires accommodation pursuant to the *Ontario Human Rights Code*.

Posting Not Required

18.11

- (a) Term appointments renewed following ratification of this Agreement shall first be offered to the incumbent if she/he has the skill and ability to perform the job. This provision shall not apply to the renewal of a first appointment.
- (b) The University is not required to post a position if the successful candidate rescinds her/his acceptance of the employment offer at any time within 2 weeks prior to the scheduled start date. The University will reconsider the applicant pool from which the successful candidate was selected.
- (c) The University may, without posting, fill a vacancy for a temporary period of less than 12 months.
- (d) The University is not required to post a position if a posted position is filled but becomes vacant again within 3 months of the successful applicant being placed. The University will reconsider the applicant pool from which the successful candidate was selected.
- (e) The University is not required to post a position that is occupied by a term employee whose appointment is converted to a continuing appointment pursuant to Article 3.01(c)(iii) ("*term appointment*").
- (f) When an individual joins the University with a faculty appointment from an external employer, she/he may bring pre-existing staff member(s) who can be appointed to new position(s) in the bargaining unit without the requirement to post the position(s). Such position(s) will not be considered to create "vacancies" for the purpose of the posting requirements. The Union will be advised of any such appointment(s). It is understood that such appointment(s) shall not cause a reduction in hours or layoff of any bargaining unit employee(s).

Application and Selection Process

18.12

- (a) The Human Resources Department will receive all applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants will be interviewed first. However, after completing any interviews of internal applicants, the hiring Department retains

the discretion to consider non-bargaining unit applicants in the selection process, along with the internal applicants who have already been interviewed, in order to identify the most qualified applicant.

- (b) The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.
- (c) The University shall post the name of the successful applicant on the HR website within 10 business days of awarding the position.

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

Career Development Opportunities - Term Appointments

18.14 The Parties recognize the benefits of employees being able to acquire transferrable skills and opportunities for overall career development. Therefore:

- (a) an employee who is the successful candidate for a term appointment within the University may, prior to accepting the term position, make a written request to her/his manager to take a temporary leave from her/his appointment, which leave would permit the employee to return to her/his home appointment at the end of the term appointment.
- (b) the decision to grant such a leave request, and the terms of the leave, will be governed by the following:
 - (i) the term appointment would normally have to be for a minimum period of 12 months, and the leave would normally not exceed 24 months;
 - (ii) the employee making the request for leave must have completed her/his probationary period and must have been in her/his home position for at least 1 year;
 - (iii) the decision to grant or deny a leave request shall be subject to an assessment about the potential impact such leave would have on operational efficiency and service effectiveness of the employee's home Department. Such assessment will not be made in a manner that is arbitrary, discriminatory or in bad faith;
 - (iv) an employee on leave from a continuing position will return to her/his home position at the end of the temporary leave, if the continuing position still exists. If it does not, then the provisions of this Agreement concerning *Indefinite Layoff* shall apply;
 - (v) if an employee holds a term appointment, a leave of absence from that term appointment granted under this Article 18.14 will not operate to extend or otherwise alter the end date of the employee's home appointment; and,
 - (vi) the University will provide any training it deems necessary for the employee to resume the duties of her/his home position.

Layoff

18.15

- (a) Operational reasons that may include budgetary constraints, discontinuance of funding, organizational restructuring, reorganization of duties and responsibilities, reduction of funding, or technological change may make it necessary for a department to reduce the complement of employees in the bargaining unit by:
 - (i) declaring a temporary layoff; Pursuant to Article 18.22, a temporary layoff is a layoff that shall not exceed 13 weeks;
 - (ii) eliminating 1 or more bargaining unit positions from the department, or,
 - (iii) reducing the hours of 1 or more bargaining unit positions in the department by 20% or more.
- (b) Non-bargaining unit individuals employed by the University shall not perform duties normally assigned to bargaining unit employees if doing so will result in the layoff, or in a reduction of the regular work hours, of any bargaining unit employee.

18.16 At least 3 weeks in advance of a layoff notice being issued, the Local Union President shall be notified of the position(s) affected, the name(s) of the employee(s) who will receive the layoff notice, and the expected duration of the layoff for each employee.

18.17 Within 2 weeks of notifying the Local Union President about the pending layoff, the University will meet with the Union to inform the Union of its intention and the reason(s) for the layoff. At this meeting, the University and the Union may explore and agree to alternative arrangements that meet the operational needs of the Department and eliminate the need for, or reduce the impact of, the layoff.

18.18 An employee will normally be expected to work through the notice period, but the University may choose not to require the employee to attend at work during all or part of the notice period in which case the employee will be so advised in writing and such decision will not affect the employee's entitlement(s) pursuant to Article 18.

18.19 If a position(s) that is subject to a layoff is one of a number of positions in the department for which the required qualifications and the duties are substantially similar, the employee(s) will be laid off in reverse order of seniority.

Organizational Change

18.20 Where, as a result of organizational change, 1 or more employees within a Department have received a layoff notice and a new position(s), at the same salary grade or a lower salary grade, is established, before being posted under Article 18.12 the new position(s) in the Department and any subsequent vacancies created in the Department will first be available to eligible employee(s) in the Department who have received a layoff notice and who apply for the positions(s). Where a new position(s), at a higher salary grade, is established, before being posted under Article 18.12, the new position(s) will first be posted internally within the Department.¹

18.21 The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position, taking into account factors such as applicants' skills, qualifications, ability, and relevant experience. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. When making a selection, if the Employer determines that the skills, qualifications, ability, and relevant experience of 2 or more candidates are equal, the candidate with the most seniority will be selected.

¹ As per Minutes of Settlement signed April 3, 2013

Temporary Layoff/Reduction of Hours

18.22 A temporary layoff is a layoff that shall not exceed 13 weeks and in respect of which a defined end date is provided to the employee at the time notice of layoff is given, following which the employee will be recalled to her/his position. A temporary layoff includes a reduction in the regular work hours of an employee's appointment by 20% or more for a period that shall not exceed 13 weeks. For clarity, it is understood that the non-working period that is part of a continuing term appointment is not a Temporary Layoff.

18.23 An employee who is subject to a temporary layoff will receive 3 weeks' advance notice of the layoff, pay in lieu of notice, or combination thereof.

18.24

(a)

- (i) During a temporary layoff that involves a reduction of hours but during which the employee continues to work at least 40% of her/his FTE hours, the following benefits will continue provided she/he was enrolled in such benefit(s) on the date of the notice of layoff:

- Revised Pension Plan of Queen's University
- Supplementary Medical
- Dental
- Semi Private Hospital
- Basic Group Life Insurance
- Optional Group Life Insurance
- Employee Assistance Plan
- Long Term Disability

- (ii) The benefit coverage and employee share of premium costs that are based on earnings shall continue to be deducted at source and shall be determined based on the employee's actual earnings during her/his reduced-hours layoff. Notwithstanding the above, the employee may elect in writing to maintain Pension Plan contributions based on the employee's earnings on the date immediately prior to the effective date of the layoff.

(b)

- (i) During a temporary layoff during which the employee works less than 40% of her/his FTE hours, she/he may continue coverage for the following benefits provided she/he was enrolled in such benefit(s) on the date of the notice of layoff:

- Revised Pension Plan of Queen's University
- Supplementary Medical (except Out of Country)
- Dental
- Semi Private Hospital
- Basic Group Life Insurance
- Optional Group Life Insurance
- Employee Assistance Plan

- (ii) The benefit coverage and the employee share of premium or contribution costs shall continue to be deducted at source and shall be determined based on the employee's actual earnings during her/his reduced-hours layoff. Notwithstanding the above, the employee may elect in writing to maintain Pension Plan contributions based on the employee's earnings on the date immediately prior to the effective date of the layoff.

- (iii) Long Term Disability coverage terminates at the end of the month in which the layoff commences. Upon return to work, the employee's Long Term Disability coverage will resume.
- (c)
- (i) During a temporary layoff during which the employee works no hours, she/he may continue coverage for the following benefits provided she/he was enrolled in such benefit(s) on the date of the notice of layoff and provided the employee authorizes monthly direct banking debit for the employee share of the premium or contribution costs:
 - Revised Pension Plan of Queen's University
 - Supplementary Medical (except Out of Country)
 - Dental
 - Semi Private Hospital
 - Basic Group Life Insurance
 - Optional Group Life Insurance
 - Employee Assistance Plan
 - (ii) The benefit coverage and the employee share of premium or contribution costs shall be based on the employee's earnings on the date immediately prior to the effective date of the layoff.
 - (iii) Long Term Disability coverage terminates at the end of the month in which the layoff commences. Upon return to work, the employee's Long Term Disability coverage will resume.
- (d) The University will continue to pay the Employer share of the premium cost of the benefits the employee elects to continue.
- (e) No other benefits continue for employees on temporary layoff.

Indefinite Layoff and Redeployment
18.25

An employee who is subject to indefinite layoff, which includes a reduction of hours of a position by 20% or more for an indefinite period, will receive advance notice of the layoff, pay in lieu of notice, or combination thereof, in accordance with the following:

Completed Years of Continuous Service as at Date of Layoff Notice	Weeks of Notice
During probationary period	3
Completed probationary period but less than 4	8
4 but less than 5	10
5 but less than 10	12
10	16
11	17

12	18
13	19
14	20
15	21
16	22
17	23
18	24
19	25
20 or more	26

- 18.26 The notice period shall begin on the date that written notice of layoff is received by the employee or the date on which written notice of layoff is delivered by registered mail to the employee's address on file with Human Resources, whichever is earlier.
 - (a) if an employee is on pregnancy or parental leave, the notice period will begin on the date the employee is scheduled to return to work from such leave;
 - (b) if an employee is on WSIB or LTD leave, the notice period will begin on the date the employee is determined to be fit to return to work from such leave;
 - (c) if an employee is on short term sick leave, the notice period will begin on the date the employee is determined to be fit to return to work from such leave.

- 18.27 An employee who is indefinitely laid off by a reduction of hours of 20% or more will enter the redeployment pool. Such employee shall have 2 weeks to determine if she/he wishes to accept the reduced position. Thereafter, the employee may accept the reduction of hours at any time during her/his notice period, provided the position has not been offered to another employee.

- 18.28 An employee who receives notice of indefinite lay-off due to the elimination of her/his position will enter the redeployment pool.

- 18.29
 - (a) To be considered for a posted position an employee in the redeployment pool must apply for the position and identify herself/himself as being in the redeployment pool.
 - (b) Provided that the employee's application discloses the requisite skills, qualifications, ability and relevant experience as set out in the job posting, the employee will be interviewed prior to other applications being forwarded to the Department.

- (c) If the employee demonstrates the requisite skills, qualifications, ability and relevant experience to perform the work, the employee will be offered the position.
 - (d) If 2 or more employees from the redeployment pool are interviewed pursuant to (b) above, then the University will select the qualified candidate, if any, in accordance with Article 18.12(b).
- 18.30 An employee may elect to opt out of the redeployment pool, cease employment with the University, and receive severance pay at any time during the notice period as follows:
- (a) if the employee opts out of the redeployment pool within 30 days of receiving notice of layoff she/he will be entitled to receive Enhanced Severance Pay in accordance with Appendix F.
 - (b) if the employee opts out of the redeployment pool thereafter but prior to the end of her/his notice period she/he will be entitled to receive Regular Severance Pay in accordance with Appendix F.
- 18.31 An employee in the redeployment pool who accepts a term appointment in the bargaining unit will, at the end of the term appointment, have the option to:
- (a) return to the redeployment pool on an unpaid basis for the remainder of her/his original period of notice and/or redeployment period, or,
 - (b) cease employment with the University and receive Regular Severance Pay in accordance with Appendix F.
- 18.32 During the notice period an employee will remain enrolled in all premium-based benefit plan(s) in which she/he was enrolled on the date of notice of layoff.
- 18.33 An employee's name shall be removed from the redeployment pool in any of the following circumstances:
- (a) if the employee provides a written instruction to the Human Resources Department to remove her/his name;
 - (b) if the employee obtains an alternate position with the University;
 - (c) if the employee receives severance pay.
- 18.34 An employee will receive Regular Severance Pay in accordance with Appendix F and will cease employment with the University if the employee's notice period expires and she/he has not been successfully redeployed. However, she/he may defer her/his severance payment and:
- (a) if the employee has 1 year but less than 5 years of continuous service, retain the right to apply for posted positions pursuant to Article 18.29 for an additional 6 months following the end of the notice period; or,
 - (b) if the employee has 5 years or more of continuous service, retain the right to apply for posted positions pursuant to Article 18.29 for an additional 12 months following the end of the notice period.
- 18.35
- (a) The *Layoff* provisions of this Agreement do not apply to a term appointment that continues to its stated end date.

- (b) If a term appointment is terminated prior to the original stated end date the employee will be entitled to notice of termination, pay in lieu of notice or a combination thereof, in accordance with the *Employment Standards Act, 2000*. The employee will be placed in the redeployment pool for the duration of the notice period or until the original stated appointment end date, whichever is earlier. If the employee does not obtain alternate employment with the University during the applicable period, she/he shall be entitled to receive severance pay in accordance with the *Employment Standards Act, 2000*.

Redeployment Assistance

18.36 Redeployment assistance may be made available to employees in the redeployment pool. When an employee so requests, Human Resources will assist an employee who has been placed for redeployment pursuant to Article 18.29 to identify appropriate opportunities to facilitate the employee's transition into the position. "Appropriate opportunities" means practical familiarization and/or technical training available through Information Technology Services and/or Human Resources in the Employee Development Centre.

Deemed Termination

18.37 An employee shall be deemed terminated, shall lose all seniority, and her/his name shall be removed from the seniority list if the employee:

- (a) quits her/his job or retires;
- (b) is discharged for cause and is not reinstated;
- (c) is absent from work for 3 consecutive working days without contacting her/his Manager to seek authorization for the absence, unless the failure to contact the Manager is due to extraordinary circumstances beyond the employee's control that prevent her/him from doing so;
- (d) fails to return to work at the end of an authorized leave of absence without contacting her/his Manager to seek an extension of the leave, unless the failure to contact the Manager is due to extraordinary circumstances beyond the employee's control that prevent her/him from doing so;
- (e) is in the redeployment pool and declines a placement offered in accordance with Article 18.29. Notwithstanding the foregoing, it is understood that an employee may decline a redeployment opportunity once while she/he is in the redeployment pool;
- (f) utilizes a leave of absence for purposes other than that/those for which the leave of absence was granted;
- (g) has a term appointment that ends on the original end date stated in the employee's letter of offer and the employee does not obtain another position in the bargaining unit within 6 months of that end date; or,
- (h) receives severance pay.

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

ARTICLE 19 - WORKLOAD

19.01 The University encourages regular discussion between employees and managers regarding workload and priorities. This includes discussion about resources, advice and support to allow employees to manage their workload.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- 20.01 The provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantee(s) as to the hours of work per day or per week or when employees commence or end regular hours of work.
- 20.02 The Parties agree that the provisions of this Article 20 are subject to the Letter of Understanding regarding the Central Heating Plant. To the extent that a matter addressed in this Article 20 is also addressed in the Letter of Understanding, the provisions of the Letter of Understanding on that matter will prevail.
- 20.03 The work week for full-time employees is normally 35 hours consisting of 7 hours per day, or 37.5 hours consisting of 7.5 hours per day, or 40 hours consisting of 8 hours per day. The regular weekly hours will be stated in all job postings and in the employee's employment letter. The normal core hours of operation for most departments are 8:30 a.m. to 4:30 p.m., Monday to Friday.

Lunch and Break Periods

- 20.04 Each employee whose workday consists of 7 hours or more is entitled to a 1-hour lunch break without pay, approximately mid-way through a workday. Variations to an employee's standard lunch break may be addressed under Article 20.08 as part of an arrangement for flexible working hours. Each employee whose workday consists of 7 hours or more is also entitled to a paid 15-minute break at an appropriate time during the 1st and 2nd half of the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Paid break time cannot be accumulated and taken as time off.

Schedule Changes

- 20.05
- (a) Except where an employee's work schedule is subject to Article 20.08 below, if an employee's regular hours of work per day or hours of work per week are to be changed on a temporary basis the Employer will provide 10 business days' written notice except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so. The University may utilize this clause a maximum of 10 days per calendar year, per employee.
 - (b) The Parties acknowledge that for certain positions normal hours of work may vary on a regular basis and will not be subject to (a) above.
- 20.06 If a new schedule is to be introduced on an ongoing basis the employee shall be provided with 40 business days' written notice. The employee may agree, in writing, to accept the schedule change sooner.
- 20.07 For clarity, a change on a "temporary basis" involves a change to an employee's regular hours per day or per week in which there is an anticipated end date to the change; a change on an "ongoing basis" involves a change to an employee's regular hours per day or per week in which there is no anticipated end date to the change.

Flexible Hours of Work

- 20.08 An employee may make a request to her/his Manager/designate for flexibility regarding individual hours of work. For example, such request may include flexible hours, a compressed lunch hour, or a compressed work week. It is understood that the design, approval and renewal, if any, of any

requested flexible working arrangement is subject to management's assessment as to whether it will adversely impact operational efficiency or service effectiveness. Such assessment shall be undertaken in a manner that is not arbitrary, discriminatory or made in bad faith. If any lieu time is accrued under a Flexible Hours of Work arrangement, such time will be taken at times mutually agreed to by the employee and the Department Head/designate within the calendar year in which the lieu time accrued.

20.09 It is understood that such arrangements may not be operationally suitable in some work units and/or for certain positions.

20.10 It is further understood that such arrangements will be cost neutral to the University and will not trigger overtime.

Call-Back

20.11 When an employee who has completed her/his normal work day has left the University premises, and is required by the Employer to return to work, she/he shall be entitled to call-back pay. An employee entitled to call-back pay will be paid at 1.5 times her/his regular hourly rate for actual hours worked or will be paid for 4 hours at her/his regular rate, whichever is greater.

Log-on/Telephone Consultation Pay

20.12 An employee who is required by the Employer to log-on from her/his home or from a remote location to the Employer's computer/electronic system or to engage in a telephone/electronic communication to conduct work outside of her/his regularly scheduled hours of work, for at least 15 minutes in duration, will be paid at 1.5 times her/his regular hourly rate for the actual time worked, with a minimum of 1 hour's pay.

On-Call

20.13

(a) Subject to paragraph (b) below, when an employee is assigned to be on-call and therefore available when not at work, she/he will be advised at least 10 business days prior, except in the case of an emergency or when circumstances outside the Employer's control prevent it from doing so, of the date(s) and duration of the on-call assignment. The employee will be paid 1 hour's pay at her/his regular hourly rate for each period of 8 hours she/he is on-call.

(b) When an employee is assigned to be on-call on her/his scheduled day off or on a Statutory Holiday, she/he will be paid 1 hour's pay at her/his regular hourly rate for each period of 6 hours that she/he is on-call.

20.14 A department that requires an employee to be on-call will provide the employee with the appropriate communication device for contact purposes. The employee shall be required to carry the device at all times during her/his on-call assignment. An employee who is on-call is required to respond immediately if paged/contacted, and if requested to do so, to report to work without undue delay, in which case she/he will be entitled to call-back pay.

20.15 If the employee is paged/contacted and she/he is able to resolve the issue on-line or by telephone, rather than reporting to work, she/he will be entitled to log-on/telephone consultation pay.

Additional Hours of Work and Overtime

20.16 The Parties recognize that the University's operations may require part-time employees to perform additional hours of work and/or for full-time employees to work overtime. To the extent feasible,

additional hours of work and/or overtime will be on a voluntary basis. Should sufficient employees not be available to meet these requirements, then the Department Head/designate can assign additional hours of work and/or overtime, recognizing that, in situations of short notice, an employee may be unable to accept the additional hours of work and/or the overtime assignment.

- 20.17 All overtime must be authorized in advance by the appropriate Department Head/designate. Casual and unauthorized time worked at the staff members' discretion is not eligible for overtime compensation. This includes time worked during lunch hours, coffee breaks or personal choice of early arrivals to, or late departures from, work.
- 20.18 The Department Head/designate will attempt to allocate additional hours of work and overtime worked on an equitable basis among readily available qualified employees who normally perform the required work.
- 20.19 It is understood that overtime will not apply unless or until the time worked is at least 15 minutes more than the employee's regular hours of work in a day.
- 20.20 Every effort should be made to avoid requiring employees to work overtime on a continuing basis. Overtime shall not be used as the "normal" operation of a Department.
- 20.21 Subject to Articles 20.23 and 20.24 below, compensation for authorized overtime shall be in the form of either:
- (a) Lieu Time:
 - (i) Subject to (ii), (iii), and (iv) below, overtime taken as lieu time shall be accumulated at the rate of 1.5 hours of lieu time for each hour of overtime worked;
 - (ii) for an employee whose schedule falls within the normal core work week of Monday to Friday overtime taken as lieu time shall be accumulated at the rate of 2.0 times for each hour of overtime worked on a Sunday;
 - (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, overtime taken as lieu time shall be accumulated at the rate of 2.0 times for each hour of overtime worked on the 7th day in a work week when the employee has also worked a 6th day in that work week.
 - (iv) Time in lieu will be taken at times mutually agreed by the employee and Department Head/designate; or,
 - (b) Overtime Payment: If the employee and the Department Head/designate agree to overtime payment instead of lieu time at the time the overtime work is offered, or if the employee's overtime lieu bank is full, then:
 - (i) subject to (ii) and (iii) below, each hour of overtime worked shall be paid at the rate of 1.5 times the employee's regular hourly rate;
 - (ii) for an employee whose schedule falls within the normal core work week of Monday to Friday each hour of overtime worked on a Sunday shall be paid at the rate of 2.0 times the employee's regular hourly rate;
 - (iii) for an employee whose schedule does not fall within the normal core work week of Monday to Friday, each hour of overtime shall be paid at the rate of 2.0 times the employee's regular hourly

rate for each hour of overtime worked on the 7th day in a work week when the employee has also worked a 6th day in that work week.

- (c) The University will maintain an overtime bank for each employee, the accumulated total of which, at any given time, may not exceed the number of hours in an employee's regular work week. Any additional overtime that exceeds this limit shall be paid, on the next applicable pay date, at the appropriate overtime rate.

20.22 Regular hourly rate shall be calculated as follows:

Normal Weekly Hours	Annual Hours	Hourly Rate
35	35 x 52 = 1820	Annual salary ÷ 1820
37.5	37.5 x 52 = 1950	Annual salary ÷ 1950
40	40 x 52 = 2080	Annual salary ÷ 2080

20.23

- (a) Subject to Paragraph (b) below, and notwithstanding Articles 20.03, 20.05, and 20.21, the Parties acknowledge that, for certain work units/positions normal hours of work will vary widely on a regular basis and will not conform to the provisions of Article 20.03 above, due to the nature of the work. Such non-conforming hours of work will not normally require a work week averaging more than 35, or 37.5, or 40, hours, as applicable, over an academic term and in no case shall any employee be required to work in excess of 60 hours in any work week. An employee who works in excess of her/his standard weekly hours, averaged over an academic term, will be entitled to time in lieu pursuant to Article 20.21(a), which, to the extent possible, will be scheduled in accordance with the employee's preference. To the extent that current Hours of Work arrangements provide the same or better entitlement to time in lieu as the standard set out in this Article 20.23(a), such arrangements are permitted to continue.
- (b) Notwithstanding Articles 20.03, 20.05, 20.21, and 20.23(a), in the case of the Inter-University, Marketing & Communications, and Events units within the Athletics and Recreation Department hours of work will not normally require a work week averaging more than 35, or 37.5, or 40, hours, as applicable, over an academic year, recognizing that the "preparatory & competition season", generally September to November inclusive and January to March inclusive, is the time when most non-conforming hours will be worked and that the "off season", generally December, and April to August inclusive, is when the majority of lieu time will be taken.

20.24 For employees working less than full-time, including those on reduced periods of responsibility appointments, overtime compensation will only apply when the hours worked actually exceed 35 hours in a work week. The employee will be paid at her/his regular hourly rate up to and including the 35th hour in a week and will be compensated at the overtime rate for work beyond 35 hours in a week. However, if an employee who works less than full-time completes her/his regular 5-day work week and then works on the 6th or 7th consecutive work day, such work will be regarded as overtime and the employee will be compensated at the overtime rate in accordance with Article 20.21 above.

20.25 Other than in the "exceptional circumstances" as those are defined in section 19 of the *Employment Standards Act 2000*, if an employee has worked 16 continuous hours or more, she/he shall be entitled to at least 8 hours of rest before being required to report back to work.

Shift Differential

- 20.26 Employees whose hours of work regularly begin at 4:00 p.m. or later shall receive a shift premium of \$0.45 per hour.
- 20.27 Employees whose hours of work regularly begin at midnight or later shall receive a shift premium of \$0.50 per hour.

Weekend Premium

- 20.28 Employees required to work on weekends shall receive a premium of \$0.50 per hour for all scheduled hours of work on Saturdays and \$1.55 per hour for all scheduled hours of work on Sundays.
- 20.29 There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.
- 20.30

- (a) Upon termination an employee will be paid for all unused time accumulated in her/his overtime bank, accrued but unused vacation time, accrued but unused travel credits and any other similar kinds of unused lieu time she/he has been authorized to accrue.
- (b) Except for time accrued in the employee's overtime lieu bank pursuant to Article 20.21 and her/his current year's vacation entitlement, upon promotion or a change of Department an employee will be paid for all:
 - (i) excess lieu time accrued for working overtime (*i.e.* lieu time accrued for working overtime prior to the ratification of this Collective Agreement);
 - (ii) accrued and unused vacation time;
 - (iii) accrued but unused travel credits; and,
 - (iv) any other kinds of unused lieu time she/he has been authorized to accrue.

ARTICLE 21 - PAID HOLIDAYS

- 21.01 Remembrance Day is not a paid holiday. However, an employee who wishes to attend one of Queen's Remembrance Day services during work hours will be allowed sufficient paid time to do so with the approval of her/his Manager/designate. Such approval will not be unreasonably withheld. A staff member who wishes to attend an off-campus Remembrance Day service will be given sufficient time, up to a maximum of 4 hours, to do so, with the first hour as paid time; the employee must request leave from her/his Department Head/designate a minimum of 2 weeks in advance of November 11th.
- 21.02 Employees will not normally be scheduled to work on the following holidays:

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

Boxing Day*

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

- 21.03 Provided an employee has worked her/his full regularly scheduled shift immediately preceding and immediately following each of the above noted holidays, she/he will be paid holiday pay at her/his regular straight time hourly rate for all hours she/he would otherwise have normally been scheduled to work on the holiday. An employee shall not lose her/his entitlement to holiday pay if she/he is absent on one or both of the qualifying days referred to above due to *bona fide* illness or due to an approved paid leave.
- 21.04 If an employee is on an unpaid leave of absence when a paid holiday falls, the employee shall receive pay for the paid holiday in accordance with section 24(a) of the *Employment Standards Act*.
- 21.05 Should a holiday enumerated in Article 21.02 fall on an employee's regularly scheduled day off and so long as the employee worked her/his full regularly scheduled shift immediately preceding and immediately following the holiday, the employee will receive an alternate day off with pay on a date that is mutually agreed between the employee and her/his supervisor, which date must occur not later than 12 months following the holiday. An employee shall not lose the entitlement to an alternate day off with pay if the employee is absent on one or both of the qualifying days referred to in Article 21.01 due to an approved sick leave or any approved paid leave.
- 21.06 If an employee works on a paid holiday that would otherwise be a working day for the employee, at the employee's choice:
- (a) the employee will receive pay at 1.5 times her/his regular hourly rate for the hours worked on the paid holiday and another regular working day off with pay will be provided as a substitute for the holiday; or,
 - (b) the employee will receive her/his regular pay for the day and will receive premium pay at 1.5 times her/his regular hourly rate for actual hours worked on the paid holiday;
 - (c) An agreement under Paragraphs (a) or (b) must be made between the employee and her/his Manager/designate at the time the holiday work is scheduled.
- 21.07 If an employee works on a paid holiday that would **not** otherwise be a working day for the employee, at the employee's choice:
- (a) the employee will receive pay at her/his regular hourly rate for the hours worked on the paid holiday and substitute another regular working day off with pay; or,
 - (b) the employee will be paid for the day and receive premium pay at 1.5 times her/his regular hourly rate for actual hours worked on the paid holiday.
 - (c) An agreement under Paragraphs (a) or (b) must be made between the employee and her/his Manager/designate at the time the holiday work is scheduled.

Christmas Closing

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

- 21.09 Should an employee be scheduled to work on any day during the Christmas closure that the employee would have normally worked if not for the closure, she/he will be paid in accordance with Article 21.06.
- 21.10 Should an employee be scheduled to work on any day during the Christmas closure that the employee would **not** have normally worked if not for the closure, she/he will be paid in accordance with Article 21.07.
- 21.11 When Christmas Eve falls on a normal business day, regularly scheduled hours will cease at noon that day. However, if Christmas Eve falls on a Monday, then December 24th will be observed as part of the Christmas closure. If Christmas Eve falls on a Saturday or Sunday, then regularly scheduled hours will be worked on the previous Friday.
- 21.12 If New Year's Day falls on a Thursday, Friday January 2nd will be observed as part of the Christmas closure.
- 21.13 With the exception of Christmas, Boxing Day and New Year's Day, if any other observed holiday listed in Article 21.02 falls on a Saturday or Sunday, the University will designate an alternate day of observance.
- 21.14 If Christmas, Boxing Day and New Year's Day fall on a Saturday or Sunday, the alternate day will be part of the Christmas closure, with the only exception being when New Year's Day falls on a Sunday, in which case it will be observed on Monday, January 2nd.
- 21.15 The actual dates of the closure (normal business days) will be determined by the University. In general, the dates of the closing will be in accordance with the day of the week upon which Christmas falls, according to the following guideline:

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

21.16 An employee who holds a continuing term appointment is entitled to holiday pay pursuant to this Article 21 for those holiday(s) that fall within her/his working period. No compensation is provided for those holidays that fall within her/his non-working period.

ARTICLE 22 - VACATIONS

22.01 Vacations with pay shall be calculated on the basis of length of continuous service with the Employer as of July 1st in each year. Vacation utilization however, is based on the calendar year and thus begins on January 1. An employee may, with her/his Manager's approval, begin to take a portion of her/his anticipated entitlement as outlined in Article 22.02, in advance of accumulating her/his full entitlement.

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

Years of Continuous Service as of June 30th	Vacation Entitlement
less than 1 year	1 day for each completed month of service up to a maximum of 10 days
1 year or more	15 days (3 weeks)
more than 3 years	16 days
more than 4 years	17 days
more than 5 years	18 days
more than 6 years	19 days
more than 7 years	20 days (4 weeks)
more than 10 years	21 days
more than 12 years	22 days
more than 14 years	23 days
more than 16 years	24 days
more than 18 years	25 days (5 weeks)
more than 19 years	26 days
more than 20 years	27 days
more than 22 years	28 days
more than 24 years	29 days
more than 25 years	30 days (6 weeks)

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

22.04 Where a staff member has taken an unpaid leave of absence (not including maternity or parental leave) for a period or periods exceeding a total of 1 month in the 12-month period preceding July 1, vacation entitlement shall be pro-rated for the period or periods actually worked.

- 22.05 The Employer will endeavour to grant vacations at times requested by the employee. Where all requests cannot be granted, preference will be given in order of seniority. However, the Employer shall not be required to grant a vacation at a time which would adversely affect the operational requirements. Vacation requests must be submitted before the time designated by the appropriate Department Head/designate.
- 22.06 It is not the University's policy to pay employees in lieu of taking vacation time. Employees and Managers must make every effort to ensure that employees take full vacation entitlement within the year for which it was intended. Notwithstanding the foregoing, carryover of vacation to the following calendar year may occur if:
- (a) the Department Head/designate grants an employee's written request for carryover, to a maximum of 5 vacation days; or,
 - (b) exceptional operational circumstances prevented the utilization of vacation days. However, in no circumstance can an employee utilize less than 10 of her/his vacation days, or the pro-rated equivalent for new employees, continuing part-time employees, continuing term employees or reduced responsibility employees, in a calendar year.
- 22.07 Vacation days that have been carried over into a subsequent calendar year must be utilized before that current year's vacation and must be utilized in the calendar year into which they were originally carried forward.

Interruption of Vacation

22.08

- (a) If a staff member's vacation is interrupted by a death for which she/he is entitled to Bereavement Leave then her/his entitlement to substitute Bereavement Leave for vacation shall be governed by Article 23.03.
- (b) If a staff member's vacation is interrupted by a serious illness or accident then her/his entitlement to substitute sick leave for vacation time shall be governed by Article 24.10.

ARTICLE 23 - LEAVES OF ABSENCE

23.01

- (a) A leave of absence will not operate to extend or otherwise alter the end date of a Term Appointment.
- (b) The University reserves the right to deny an employee's request to return early from a leave of absence if such return would result in the early termination of the term appointment held by an employee who was hired to cover the leave of absence.

Bereavement

23.02 In the event of a death in an employee's immediate family or in the event of the death of a close relative, leave without loss of pay may be granted for a period of up to 5 working days within the 7 consecutive calendar days immediately following the death. This includes time for travel, attending the funeral and involvement in funeral arrangements and affairs. Notwithstanding the foregoing, in the case of the death of an employee's parent including a step parent, spouse, partner, child including a

child of the employee's current spouse, a sibling including a step sister or step brother, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent or grandchild, the employee shall be granted a leave of absence without loss of pay for a period of 5 working days within the 7 consecutive calendar days immediately following the death.

23.03 Where an employee's scheduled vacation is interrupted by a death that gives rise to an entitlement to Bereavement Leave under Article 23.02, and if, upon request, the employee can provide verification of the death, the employee shall be entitled to substitute Bereavement Leave days for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.

Compassionate Leave

23.04 Important or unusual circumstances may make it necessary for an employee to be absent from work for short periods of time. An employee may request leave due to a sudden serious illness in the employee's household, a medical or dental appointment or other such infrequent emergency. If granted, such leave will be without loss of pay. Each situation will be decided by the Department Head/designate and in doing so she/he will not act in a manner that is arbitrary, discriminatory or in bad faith.

Medical Appointments

23.05 A request for leave for a scheduled medical appointment (e.g. doctor's or dentist's appointments) must be made at least 2 business days prior to the appointment.

Elections

23.06 An employee who is a candidate in a Provincial or Federal election will, on request to her/his Department Head/designate, be granted leave of absence without pay during the campaign period and, if elected, during 1 term in office.

23.07 The recommended length of unpaid leaves of absence for campaign purposes are as follows:

- (a) for election to either the Parliament of Canada, or the Provincial Legislature, leave for the equivalent of up to 30 days;
- (b) for election to Municipal, Regional or County Office, leave for the equivalent of up to 10 days, depending on the nature of the office being sought.

23.08 Election to a second term or appointment to a cabinet post requires that the employee resign from her/his position with the University.

23.09 If the employee is elected to a position that does not require time away from work, 23.08 shall not apply.

23.10 While there is no guarantee that an employee returning from this leave will be assigned to her/his former position, she/he will be returned to a similar or comparable position within her/his department, if available. If no such similar or comparable position exists within her/his department, she/he will be placed in the redeployment pool. The period of an employee's 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 her/his probationary period.

- 23.11 During the period of time that the employee is on leave as a result of being elected, vacation accrual will end effective the last day worked. Vacation accrual for the year in which the employee returns to work will be pro-rated to reflect the actual time worked during the accrual period in that year.

Family Leave

23.12 *Maternity Leave – General*

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

23.13 *Supported Maternity Leave*

- (a) "Supported Maternity Leave" is a Maternity Leave that is financially supported, with top-up payments as outlined in Article 23.13(c) below, for up to 20 weeks.
- (b) To qualify for Supported Maternity Leave, an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer.
 - (i) Eligible employees will receive a top-up payment specified below;
 - (ii) The top-up payment will be made on the understanding that the employee is expected to return to work and remain an employee of the University for 6 months following her return from a Supported Maternity Leave (including additional approved leave, such as Parental Leave or a Leave of Absence Without Pay, taken after Maternity Leave). Should an employee quit and therefore not satisfy the 6-month condition, she shall be indebted to the University for the sum of

the monies paid to her during her Supported Maternity Leave and will be required to repay these monies to the University.

- (iii) Unusual circumstances may occur where the normal application of Sub-Paragraph (ii) above may not be appropriate. Such special cases should be reviewed with Human Resources.
 - (iv) Sub-Paragraph (ii) does not apply to an employee who holds a Term Appointment that expires during her leave.
- (c) Supported Maternity Leave top-up allowance is as follows:
- (i) Weeks 1 & 2
A payment equivalent to 100% of the employee's normal basic earnings for the first 2 weeks of the Maternity Leave;
 - (ii) Weeks 3 to 17
For the next 15 weeks of the Maternity Leave, the employee will receive from the University, a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee receives; and,
 - (iii) Weeks 18 to 20
A payment equivalent to 100% of the employee's normal basic earnings for the remaining 3 weeks of the Supported Maternity Leave.
- (d) All payments by the University for Supported Maternity Leave shall only be payable when the employee is receiving Employment Insurance ("E.I.") benefits and has provided proof of same to the University. Such proof will not be made available by E.I. until after the leave has commenced and hence University payments will be retroactive.
 - (e) Any period of leave beyond these 20 weeks is unsupported and falls under the provisions of Parental Leave or Leave of Absence Without Pay.
 - (f) Supported Maternity Leave may be initiated by the employee at any time within 8 weeks of the expected delivery date.
 - (g) The employee's participation in the *Revised Pension Plan of Queen's University* will continue with both employee and Employer contributions as well as accrual of pensionable service during the period of Supported Maternity Leave.

23.14 Unsupported Maternity Leave

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

- (d) An employee who does not meet the eligibility requirements for Unsupported Maternity Leave shall be granted, upon written request, a Leave of Absence Without Pay.

23.15 Parental Leave – General

- (a) An employee who becomes a parent of a child is eligible to take a Parental Leave in accordance with the provisions of the *Employment Standards Act*, except as amended by this Agreement.
- (b) Parental Leave must begin within 52 weeks of the birth of the baby or within 52 weeks of when the child first came into the custody or care of the parent.
- (c) An employee who has taken a Maternity Leave must commence her Parental Leave when her Maternity Leave ends. The combined total of Maternity Leave and Parental Leave for an employee shall not exceed 55 weeks.
- (d) The employee must inform the Employer of any changes to the originally stated return to work date at least 1 month prior to the effective date of the change, or 1 month in advance of the original return to work date, whichever is earlier. Exceptional circumstances might arise in which the normal application of this requirement may not be appropriate. Such situations should be reviewed with Human Resources.
- (e) Upon return to work the employee is entitled to return to her/his previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.
- (f) Seniority will be maintained, and length of service and vacation entitlement continue to accrue, while the employee is on a Parental Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if she/he had worked. With the permission of the Department Head/designate, this time may be added on to the end of her/his leave, which may include additional leave, such as a Leave of Absence Without Pay, taken after the Parental Leave.
- (g) During the period of Parental Leave the University will continue the employee on the benefits in which she/he is enrolled immediately prior to the commencement of her/his leave if she/he so chooses. The employee is required to pay her/his share of the costs of the benefit plans in which she/he is enrolled during the full term of the leave.
- (h) If both parents are employees, both parents can take Parental Leave, and can, if they choose, take such Leave at the same time.
- (i) For purposes of Parental Leave a "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her/his own.
- (j) An employee shall provide her/his Department Head/designate with as much advance notice as possible of a Request for Parental Leave, but in no event shall such written notice be provided less than 4 weeks prior to the commencement of the leave. In cases where the Parental Leave is an extension of the employee's Maternity Leave, the notice should take place at the same time as the application for Maternity Leave.
- (k) In cases where the exact date of the birth/adoption of the child is unknown, the employee must keep her Department Head/designate advised of the expected date of birth/adoption proceedings.

23.16 Supported Parental Leave

- (a) "Supported Parental Leave" is a Parental Leave that is financially supported, with top-up payments as outlined in Article 23.16(e) below, for up to 15 weeks.
- (b) To qualify for Supported Parental Leave an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer.
 - (i) Eligible employees will receive a top-up payment specified below;
 - (ii) The top-up payment will be made on the understanding that the employee is expected to return to work and remain an employee of the University for 6 months following her/his return from Supported Parental Leave (including additional approved leave such as Leave of Absence Without Pay, taken after Parental Leave). Should an employee quit and therefore not satisfy the 6-month condition, she/he shall be indebted to the University for the sum of the monies paid to her/him during her/his Supported Parental Leave and will be required to repay these monies to the University.
 - (iii) Unusual circumstances may occur where the normal application of Sub-Paragraph (ii) above may not be appropriate. Such special cases should be reviewed with Human Resources.
 - (iv) Sub-Paragraph (ii) above does not apply to an employee who holds a Term Appointment that expires during her/his leave.
- (c) If an employee is eligible for Supported Maternity Leave *and* Supported Parental Leave the total combined number of weeks for which she is eligible to receive top-up payments shall not exceed 20 weeks. In all other cases, the maximum period for which an employee can be eligible to receive Supported Parental Leave top-up payments shall not exceed 15 weeks.
- (d) All payments by the University for Supported Parental Leave shall only be payable when the employee is receiving Employment Insurance ("E.I.") benefits and has provided proof of same to the University. Such proof will not be made available by E.I. until after the leave has commenced and hence University payments will be retroactive.
- (e) Eligibility for top-up payment for Weeks 1 and 2 will depend on whether the employee is required to serve a waiting period for purposes of entitlement to E.I. benefits. If the employee is required to serve a waiting period of 2 weeks (i) a) below will apply. If not, then (i) b) below will apply.
 - (i) Weeks 1 & 2
 - a) A payment equivalent to 100% of the employee's normal basic earnings for the first 2 weeks of the Parental Leave; or
 - b) the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance benefit the employee receives.
 - (ii) Weeks 3 to 15

For the next 13 weeks of the Parental Leave, the employee will receive from the University a top-up payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance benefit the employee receives.

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

23.17 Unsupported Parental Leave

- (a) The amount of Unsupported Parental Leave available to an employee will depend on whether the employee has taken a Supported Parental Leave. Supported Parental Leave constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave. Therefore, for an employee who has taken Supported Parental Leave, a further period of Unsupported Parental Leave is available, up to a maximum of 22 weeks.
- (b) An employee who is not eligible for Supported Parental Leave may nevertheless qualify for Unsupported Parental Leave (*i.e.* leave without pay). An employee who has been employed with Queen's University for at least 13 continuous weeks before the birth of a child, or before the child came into a parent's custody, care and control for the first time (*e.g.* adoption), is entitled to up to 37 weeks of Unsupported Parental Leave (*i.e.* leave without pay).

Family Medical Leave

- 23.18 An employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member pursuant to the entitlement provided by and requirements of the *Employment Standards Act*. Such leave shall be arranged with the employee's Department Head/designate.

General Leave Without Pay

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

Jury or Witness Duty

- 23.25 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify her/his Manager.
- 23.26 An employee will be granted leave for working time actually lost because of jury duty and for time spent in attendance under subpoena in a court proceeding in which the University is a party, provided that the employee provides her/his Manager with a written statement from an authorized public official or the counsel of the party on whose behalf she/he has been subpoenaed, certifying the required date and time of her/his court attendance. For an employee who is granted leave under this Article 23.26 her/his normal working hours shall be deemed to be 8:30 a.m. – 4:30 p.m.
- 23.27 An employee who has been granted such leave will continue to be paid during her/his attendance for jury duty or under subpoena, as applicable, provided that she/he submits written confirmation of the date(s) and time(s) on which she/he appeared and/or served, by an authorized public official or the counsel of the party on whose behalf she/he has been subpoenaed.
- 23.28 The employee will sign over to the University the payment received for jury or witness duty, excluding payment for days that are not part of the employee's normally scheduled work week, traveling, meals or other out of pocket expenses. The employee will provide the proof of the amount of pay received to her/his Manager.
- 23.29 An employee who is called for jury duty or subpoenaed for attendance at court and who is temporarily excused from such duty or attendance must report to work if 3 or more hours remain to be worked in her/his workday.
- 23.30 If the University subpoenas the employee as a witness, all time spent in witness preparation with the University's counsel and all time spent in attendance under subpoena will be considered time worked.

Moving

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

Reservist Leave

- 23.32 An employee who is a military reservist is entitled to take a leave of absence without pay if she/he is deployed to a Canadian Forces operation outside Canada, or to a domestic operation that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).
- 23.33 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.
- 23.34 Subject to the University's right to postpone reinstatement in accordance with the *Employment Standards Act*, an employee on a reservist leave is entitled to be reinstated to 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 her/his probationary period.

Voting Day

- 23.35 Each employee who is a Canadian citizen, 18 years or older and who is otherwise eligible to vote is entitled to 3 consecutive hours during the polling hours on election day to vote in a Federal, Provincial or Municipal election.
- 23.36 If an employee's hours of work do not allow for 3 consecutive hours away from work during the polling hours she/he will be granted sufficient time off with pay, at a time to be determined by her/his Manager, to meet the requirement in Article 23.35.

ARTICLE 24 - SICK LEAVE

- 24.01 Employees covered by this Collective Agreement who have completed their probationary period 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.
- 24.02 Pursuant to the University's Sick Leave Plan and the University's administrative guidelines, employees who are unable to carry out their assigned duties because of illness or injury are entitled to sick leave with pay for up to 6 months or until the end of their appointment, whichever comes first. The University will not change this entitlement during the term of this Agreement without the Union's agreement. The administrative guidelines will be posted on the Human Resources website.
- 24.03 Employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences, if any, through attendance management. With respect to probationary employees paid time off for incidental absences during the probationary period shall not exceed a total of 3 working days.
- 24.04 An employee who has received notice of layoff and who falls sick prior to the effective date of such 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.
- 24.05 Sick Leave is defined as absence from work and performance of regular duties because of the employee's *bona fide* illness, injury, or quarantine through exposure to contagious disease.
- 24.06 An employee may, with prior warning, be required to provide a physician's note confirming that the employee is medically unable to carry out normal duties due to illness. It is understood that a dentist will be considered a physician for the provisions of this Article. The Employer will reimburse the employee for the cost of the required physician's note up to a maximum of \$25.00 per note.
- 24.07 An employee shall notify her/his Manager/designate as soon as possible on the first day of her/his 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 Manager /designate and to the Return to Work Specialist at reasonable intervals.
- 24.08 Employees are expected to notify their Manager/designate and the Return to Work Specialist as early as possible of their expected date of return to work.
- 24.09 Employees may be required to provide the Employer with a physician's certificate that the employee has been in the care of a physician and:
- (a) that the employee is able to return to work on a full-time basis without restrictions; or,

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

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

24.10 If, during an employee's vacation, she/he has a serious illness or accident requiring hospitalization or confinement to bed for a period of 5 days or more, and which is verified by medical documentation, then sick leave days may be substituted for vacation days. Any resulting unused vacation would then be rescheduled at a mutually convenient later date.

Accommodation and Return to Work

24.11 The Employer recognizes the importance of early and safe return to work and the accommodation of employees with disabilities. In accordance with the *Ontario Human Rights Code*, the Parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate employees in accordance with the *Ontario Human Rights Code*. The Union and the employees will fully cooperate in the arrangement of such accommodation.

24.12 In fulfilling its duty to accommodate, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of work stations, equipment, or elements of the job, in keeping with the employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.

24.13 The University shall notify each employee who requires accommodation and/or is returning to work from a leave that was due to a disability of her/his right to representation. In the event an employee provides her/his written consent for the release of her/his medical information, a Union Steward or other appropriate Union representative will be entitled to attend the employee's return to work meeting, if such a meeting is required by the Employer.

24.14 A Union Steward or other appropriate representative will not suffer a loss of pay when meeting with the University regarding accommodation and/or return to work issues.

24.15 A grievance arising from accommodation and/or return to work issues shall commence at Step 2 of the Grievance Process.

ARTICLE 25 - EMPLOYEE FILES

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

25.02 There shall be only 1 official personnel file kept for each employee, which shall be maintained under the care and control of the Human Resources Department. When the University is considering disciplinary action, the employee's prior disciplinary record can only be assessed based on the information contained in the employee's official personnel file.

25.03 The University recognizes the rights of an individual to her/his privacy. Information about the employment and performance of University employees is considered to be confidential and will not be

released to a third party unless the employee has provided a written authorization for the release of specific information or unless required by law.

- 25.04 Access to the official personnel file is restricted to the auditors and Human Resources Staff. Only a Manager/designate may see one of her/his employee's files; if such Manager/designate has an operational need to see one of her/his employee's files, the Manager/designate will be shown the relevant information by an authorized member of the Human Resources Department. The Manager/designate shall not be entitled to access any medical records regarding an employee.
- 25.05 An employee shall have the right, within 5 days after submitting a written request to Human Resources therefor, to examine her/his official personnel file during normal business hours, in the presence of a representative from the Human Resources Department.

ARTICLE 26 - HUMANITY FUND

- 26.01 The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.
- 26.02 The University agrees to deduct on a monthly basis, prior to the fifteenth day of the month following the deduction, the amount of \$.02 cents per hour from the wages of employees in the bargaining unit for all compensated hours, to pay the amount so deducted to the Humanity Fund and to forward such payment either by electronic bank transfer or to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.
- 26.03 It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee in the 120 calendar days following the ratification of the Collective Agreement, or after the date of hire, following the receipt by the Employer and the Local Union of that employee's written statement of her/his desire to discontinue such deductions from her/his pay.
- 26.04 The Employer agrees to report the amount of the employee contribution on the employee's annual T4 as a charitable contribution.

ARTICLE 27 - COMMITTEES

- 27.01 The University will recognize USW Local 2010 on University committees where union representatives are allowed to participate.

ARTICLE 28 - BULLETIN BOARDS/SPACE AND SERVICES

- 28.01 USW shall be permitted the use of Departmental bulletin boards for the posting of notices concerning meetings of the Union and other Union business. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. All material posted or distributed must comply with the University's Signage Policy.
- 28.02 The University will provide USW with office space on the same cost basis that it provides office space to other bargaining agents that represent Queen's staff.

28.03 USW Local 2010 may use internal services, including telephones, campus mail and meeting room space, on the same terms and conditions as specified by the Employer's policies and protocols for internal users.

ARTICLE 29 - CORRESPONDENCE AND INFORMATION, AND COPIES OF THE AGREEMENT

29.01 Wherever gender is used in this Agreement, it is understood that all bargaining unit members, regardless of how they self-identify, are included in such reference.

29.02 Where the singular is used in this Agreement, it is agreed that the plural is included in such reference, wherever plurality is applicable.

29.03 The University will provide 3 copies of this Agreement with original signatures to the Union within 90 calendar days of its ratification by both parties. This Agreement will be posted to the University's Human Resources website. In addition, the University will make copies of the Agreement available to each newly hired employee upon the commencement of her/his initial appointment/work assignment; the Agreement will be made available in electronic format, unless a printed copy is requested by an employee.

29.04 It is each employee's responsibility to notify the University in writing of any change in the employee's mailing address. The University shall be entitled to rely upon the last address furnished by the employee for all purposes.

29.05 All formal notices to the Union or to the University required by this Agreement or incidental thereto shall pass to and from the Employer's Director of Employee/Labour Relations or her/his designate, and the USW Staff Representative or her/his designate.

ARTICLE 30 - COMPENSATION

Assignment of Pay Grades

30.01 Positions will be evaluated or re-evaluated by Human Resources and the results will be used to determine the appropriate pay grade.

30.02 The Salary Grid applicable to employees in the bargaining unit represents full-time equivalent salaries for a regular 35-hour work week. Salaries will be pro-rated for part-time appointments and will be adjusted proportionately for employees who have a regular work week of 37.5 hours or 40 hours.

Initial Appointment

30.03 The starting wage on initial appointment of a new employee will be not less than Step 1 of the applicable pay grade. To recognize previous relevant experience Human Resources may set a new employee's starting salary, at a maximum, up to Step 3 of the applicable pay grade.

Over-Maximum

30.04 An employee whose salary is above the highest Step in her/his pay grade will be administered as over-maximum. Such employee will not be eligible for any salary increases until the maximum salary in the pay grade exceeds the employee's salary. In any case, any salary increase shall be limited such that the employee's salary does not exceed the maximum salary in the employee's pay grade.

Market Adjustment

30.05

- (a) In the event that the University determines that anomalous market circumstance(s) exist such that it is experiencing difficulty in attracting and/or retaining employees in a specific job or that a particular skill set is in demand, it may conduct a market analysis and may adjust an employee's base salary by adding a market adjustment factor consistent with market conditions.
- (b) In the event that the market condition(s) change, with the effect that continuing the adjustment is no longer warranted, the University may adjust down or discontinue the payment of the market adjustment factor, upon providing 30 days' notice to the Union and to any employee in receipt of the adjustment.

Promotions

30.06

- (a) An employee will receive a promotional increase when there is a substantive change in job status under one of the following conditions:
 - (i) the employee obtains a position in a higher pay grade; or
 - (ii) the employee's current position is re-evaluated to a higher pay grade.
- (b) Employees promoted to a higher pay grade shall be placed at a Step in the new pay grade that is the greater of:
 - (i) Step 1 of the new pay grade; or
 - (ii) 5% above the employee's previous salary. If a 5% increase results in a salary that falls between Steps in the pay grade, the employee's salary will be set at the next Step up in the pay grade, but in any case, shall not exceed the maximum of the new pay grade.
 - (iii) At its discretion the Employer may place the employee at a higher Step in the new pay grade.

Lateral Transfers

- (c) Wage increases will not be granted when an employee obtains another position in the same pay grade, or, when an employee's current position is re-evaluated without a change in pay grade.

Reductions

30.07

Job Competition

- (a) When an employee applies for and is the successful candidate for a position at a lower pay grade, her/his salary will be reduced by 5% per grade reduction but in any case, shall not exceed the maximum salary of the new pay grade. An employee who has received notice of redeployment and who is the successful candidate for a position shall retain her/his current salary for the duration of her/his notice period, notwithstanding that she/he may commence the new position prior to the end of her/his notice period.
- (b) If the adjustment in (a) results in a salary that falls between Steps in the new pay grade, the employee's salary will be set at the next Step up in the pay grade, but in any case, shall not exceed the maximum salary of the new pay grade.
- (c) In no case will the employee's salary be less than the Step 1 salary in the new salary grade.

Job Re-Evaluation

- (d) An employee's salary will not be reduced if a modification of her/his duties results in a re-evaluation of her/his position to a lower pay grade.
- (e) If the employee's salary prior to re-evaluation is above the maximum rate in the new pay grade, her/his salary will remain unchanged until the maximum pay rate in the new pay grade exceeds the employee's salary.

Reduced Responsibilities

- (f) If an employee voluntarily accepts reduced responsibilities that result in her/his position being placed in a lower pay grade, her/his salary will be reduced by 5% per grade reduction but in any case, shall not exceed the maximum salary of the new pay grade.
- (g) If the adjustment in (f) results in a salary that falls between Steps in the new pay grade, the employee's salary will be set at the next Step up in the pay grade.

Acting Pay

30.08

- (a) Acting Pay is provided to an employee who is temporarily assigned a significant part of the duties of a higher graded position for a period of 6 weeks or more.
- (b) A graded job description is required to determine the amount of Acting Pay the employee will receive. The amount of Acting Pay will be determined based on the pay grade of the Acting position in accordance with 30.06.
- (c) When the temporary assignment of additional duties ends the employee's salary will be re-set to its former level, with any adjustments that would have otherwise taken place in the interim.
- (d) The assignment of additional duties shall normally be for a period of less than 12 months but may be extended beyond that period with the agreement of the Parties.

Wages

30.09 Effective July 1, 2011:

- (a) A **scale increase** of 1.5% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.
- (b) Each employee, except an employee whose salary at June 30, 2011 was at or above the maximum for her/his grade, will be moved up to the next step within her/his grade.
- (c) Each person employed in the bargaining unit on the date of ratification of this Collective Agreement and each person who retired from the University between July 1, 2011 and June 30, 2012 will receive a lump sum payment in a gross amount equal to 1.5% of the employee's earnings in a bargaining unit position for the period July 1, 2011 to June 30, 2012 less applicable deductions and remittances.
- (d) Each employee's salary record will be adjusted to reflect the above increase to salary rates, retroactive to July 1, 2011.

30.10 Effective July 1, 2012:

- (a) A **scale increase** of 1.5% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.
- (b) Each employee, except an employee whose salary at June 30, 2012 was at or above the maximum for her/his grade, will be moved up to the next step within her/his grade.
- (c) Each person employed in the bargaining unit on the date of ratification of this Collective Agreement and each person who retired from the University between July 1, 2012 and the date of ratification will receive a lump sum payment in a gross amount equal to 1.5% of the employee's earnings in a bargaining unit position for the period July 1, 2012 to the date of implementation, less applicable deductions and remittances.
- (d) Each employee's salary record will be adjusted to reflect the above increase to salary rates, retroactive to July 1, 2012.

30.11 Effective July 1, 2013:

- (a) A **scale increase** of 2.5% will be applied to the maxima and minima salaries and to each salary referenced at each step on the current salary grid.
- (b) Each employee, except an employee whose salary at June 30, 2013 was at or above the maximum for her/his grade, will be moved up to the next step within her/his grade.

30.12 Effective July 1, 2014

Each employee, except an employee whose salary at June 30, 2014 was at or above the maximum for her/his grade, will be moved up to the next step within her/his grade.

ARTICLE 31 - BENEFITS

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

31.02 **Revised Pension Plan of Queen's University (the "Pension Plan")**

- (a) 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*").
- (b) The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement signed March 22, 2012 and to reflect required employee money purchase contribution rates as follows:

Effective Date	Jan. 1, 2012	July 1, 2012	Jan. 1, 2013	July 1, 2013	Jan. 1, 2014
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	5.0%	5.5%	6.0%	6.5%	7%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	6.6%	7.2%	7.8%	8.4%	9%

31.03 Long Term Disability Income Plan (premiums are 100% paid by the employee)

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

31.04 Group Life Insurance (premiums are 55% paid by the University and 45% paid by the employee).

31.05 Queen's Supplementary Medical Plan (premiums are 100% paid by the University)

31.06 Dental Plan (premiums are 100% paid by the University)

ARTICLE 32 - NEW TECHNOLOGY

32.01 The University agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training if such training is needed to perform the employee's duties in the current position.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be effective from July 1, 2011 and shall continue in effect up to and including December 31, 2014, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend the Agreement.

33.02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 33.01, such negotiations shall commence within 15 days thereafter or such other date as the parties may mutually agree.

33.03 Notwithstanding the Parties' agreement that the Collective Agreement commences on July 1, 2011, the Collective Agreement will have no retroactive force and effect, save and except as otherwise specifically stated herein.

APPENDIX A: TUITION SUPPORT PLAN

Eligibility:

A spouse and any dependent children of the following individuals are eligible for tuition support payments through this plan:

An employee must have been continuously employed for at least one year and currently hold a continuing, continuing term or term appointment of at least one year's duration.

Plan:

- The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college (as defined below). The maximum allowance under this plan is \$3,000 per academic year, per student. In the case of students not taking a full course load; the allowance will be prorated based on the student's percent course load in comparison with a full-time course load at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (eg. 80% time appointment, 80% of \$3,000).
- To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.
- Allowances will be made in two installments. An initial installment will be made in the fall term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$2,000 per claimant. A second and final installment will be made in the winter term upon confirmation of registration and once the balance of the fund has been calculated and prorated among the number of claimants if applicable. This sum shall not exceed \$1,000 per claimant. Students will be required to provide proof of continuing academic standing at their institution.
- Applicants who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first installment (to a maximum of \$2,000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of \$1,000). These applications should be submitted manually by contacting Human Resources directly.
- Claimants will provide any and all documentation as required to administer this plan.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child/spouse will be reimbursed by the University.
- Term dates are as follows: fall term, September through December, winter term, January through April. Courses taken May through August are claimed and paid in combination with the

fall term reimbursement. This plan will be administered by the University Registrar and all documentation must be received by that department between September 1 and October 31 for the fall term and between January 1 and February 28 for the winter term.

- This is a taxable benefit.
- The nominal value of the fund established for this plan is \$300,000.
- These funds will be available on July 1 of each year of this Agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Child Care Benefit Plan (Appendix D) as requested by the Union no later than April 15th. 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.
- The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

Definitions:

1. Dependent children: natural, step, common law or adopted children under the age of 25 prior to September 1st in the year of application will be eligible to apply for fall and winter reimbursement. Dependent children: natural, step, common law or adopted children under the age of 25 prior to May 1st in the given year of application will be eligible to apply for spring/summer reimbursement to be paid in combination with the fall applications.

2. Spouse: a legal spouse, or common law spouse or partner.

3. Recognized university or college is an institution that: In Canada is a member of, or eligible for membership in, the AUCC or ACCC, and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where:

- i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or
- ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the Office of the University Registrar.

4. Full course load: is 100% course load.

5. Prorated allowance (course load): Is payment made for students with a course load of less than 100%; the payment will be prorated based on the student's course load in comparison with a 100% course load at the attending institution.

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

7. Prorated allowance (available funds): Payment is prorated among the number of claimants and available funds.

8. Fall Term: This period covers May through December; courses taken during this period are combined and the maximum allowance for this period shall not exceed \$2,000 per student.

APPENDIX B: TUITION ASSISTANCE PROGRAM

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 two 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.

Educational Development Fund (Queen's credit courses)

Eligibility

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

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

Access

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be pro-rated to correspond with an employee's terms of appointment.

- For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full-credit undergraduate Arts & Science courses.

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

Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the Department Head, employees may have a maximum of three hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of

the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the Department Head. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to five 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, she/he will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, her/his 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 her/his record. The employee will not be required to pay any course fees for dropped or failed courses unless her/his 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 her/his record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrolment

In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver Form each term. This can be obtained from the Organizational Development and Learning Unit in Human Resources. Forward the signed Tuition Fee Waiver form to the Fee Payment section of the Office of the University Registrar.

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

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

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

Exclusions

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

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

Other

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

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

Professional Development Fund

Eligibility

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

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

Access

Eligible employees will be reimbursed external tuition fees to a maximum of \$400 in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee. Release time from work to attend classes requires the written approval of the Department Head. Normally, this approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

Reimbursement

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

- The Learning and Development Specialist will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.
- Auditing, material, student interest and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.
- Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Learning and Development Specialist to obtain reimbursement of the tuition fees.
- Tuition fees will only be reimbursed in the year in which the fees were incurred. This means that reimbursement is not retroactive.

APPENDIX C: SELF-FUNDED LEAVE

Queen's has established a plan which enables employees to self-fund a leave of absence. Employees holding a continuing appointment are eligible to enrol in this plan.

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

The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the Queen's University Staff Policy Manual or this Collective Agreement.

Procedures

1. Initial approval to participate in the Self-Funded Leave Plan must be given by the employee's department, and final approval given by the appropriate Dean or Vice-Principal. Denial at either stage shall not be considered a violation of the agreement. However, approval will not be unreasonably denied.
2. Under this plan, a part of an employee's salary entitlement for a specified period would not be paid to the employee, but would be put in to an interest bearing trust fund. At the end of the specified period, the employee would go on leave of absence and be paid in monthly instalments 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 her/his normal salary. The remaining 25% would be held in an interest bearing trust for the employee. In year four, the employee would go on leave of absence and receive the amounts which had been set aside in the previous years. (The 75%/25% are used to illustrate how the program works.) The employee has many options for the deferred amount and the length of the leave.

The tax advantage to this program is that the employee may earn income in one 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.

3. Deferral of salary may not exceed 33% of earned salary. The employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the employee. Interest, based on the Bank of Montreal Savings Account rate, will be paid to the employee in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the employee's personal tax return each year even though she/he has not received payment. The amount of interest earned will be reported to the employee on a T5 form each year.
4. The leave must be at least six months and no longer than a year. The leave must start within six years of the date of the first deferral.
5. The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing the leave of

absence the employee must return to the University for a period equal to or greater than the duration of the leave.

6. Leaves must be taken at the end of the deferral period. The employee may not, for example, take a leave in year two and then pay the University back over the next three years.
7. During the leave, the individual may not be employed by the University in any capacity even if that employment is casual and unrelated to her/his normal duties.
8. During the years that an employee is participating in the self-funded leave plan, C.P.P. must be based on actual earnings and E.I. on non-actual earnings. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or her/his 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 Revised Pension Plan, based on her/his nominal or actual salary for the full term of the program (if allowed by Canada Revenue Agency), with continued University support. Arrangements must be made before the leave for an employee to pay her/his share of the premiums for her/his chosen benefit coverage.
9. It is expected that an employee will continue to be committed to her/his plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an employee may withdraw from the plan prior to taking her/his leave of absence provided that she/he notifies the Department Head and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the employee upon withdrawal. Withdrawal from the plan does not prevent the employee from entering a new plan at a later date.

Other Matters

1. On return from leave, an employee shall be assigned to the same position, or an alternative position mutually agreeable to the employee and the University at the same level as that held prior to going on leave. An employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the employee to their former position or an alternate position after the completion of their leave.
2. An employee participating in the plan shall be eligible upon return from leave for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but credit will continue to accrue during the time spent on leave. If an employee becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking her leave she may opt out of the plan, continue with the plan, remain in the plan but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.
4. Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate.
5. An employee shall assume the responsibility of making herself/himself 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 employee did not formerly possess.
7. The University intends to maintain the plan in force indefinitely, but nevertheless reserves the right to amend, or discontinue the plan in whole or in part, at any time or times. However, no amendment to the plan initiated by the University shall operate to reduce the benefits accruing to employees who are enrolled in the plan at the time of amendment.
8. This plan is administered by the Human Resources Department. Questions regarding this policy should be addressed to Human Resources.

APPENDIX D: CHILD CARE BENEFIT PLAN

Eligibility:

An employee who has dependent children under the age of seven, is eligible for reimbursement under the child care benefit plan.

An employee must have been continuously employed for at least one year and currently hold a continuing, continuing term or term appointment of at least one year's duration.

Plan:

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
- The maximum half day reimbursement will be \$10.00 per day. A half day is defined as a minimum of four hours and less than six hours or where the parent is being charged a half-day rate by the child care facility.
- The maximum full day reimbursement will be \$20.00 per day. A full day rate is defined as a minimum of six hours or where the parent is being charged a full day rate by the child care facility.
- If a monthly rate was paid, maximum reimbursement for half day attendance will be \$220 or full day attendance will be \$440.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the *Child Care Expenses Deduction*.
- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual or emergency care.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
- The plan maximum of \$2, 000 per child will be provided only once per calendar year. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than full-time (eg. 80% time appointment, 80% of \$2,000). There is no carry-over provision if the \$2,000 is not used per year.
- Eligible dependent children are natural, step, common-law or adopted children under the age of seven.
- This is a taxable benefit.
- This program will include before and/or after school programs, school professional activity days and summer camps as defined under Appendix D.

- The nominal value of the fund established for this plan is \$250,000. These funds will be available on July 1 of each year of this agreement. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Tuition Support Plan as requested by the Union no later than April 15th. 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.
- The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.

APPENDIX E: CHILD CARE BENEFIT PLAN: BEFORE AND/OR AFTER SCHOOL PROGRAMS, SCHOOL PROFESSIONAL ACTIVITY DAYS, OR SUMMER CAMPS.

Eligibility:

An employee as defined under "Eligibility" in Appendix D Child Care Benefit Plan, who has dependent children under the age of eleven, in before and/or after school programs, school professional activity days, or summer camp is eligible for reimbursement under this Appendix.

Plan:

- Claims paid under this Appendix are funded from the Child Care Benefit Plan Fund as described in Appendix D.
- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of attendance and rates paid for the benefit year. Applications are to be submitted between January 1 and February 28 following the year the expenses were incurred. All documentation must be received in Human Resources by February 28.
- The daily maximum reimbursement for before, after or both before and after school programs will be \$5.00.
- If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.
- The daily maximum reimbursement for professional activity days will be \$5.00.
- The daily maximum reimbursement for summer camp will be \$5.00.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the *Child Care Expenses Deduction*.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
- Claims made under both Appendix D and Appendix E for the same child will have a combined maximum of \$2,000 per child. Any amount payable under this plan will be prorated based on the employee's appointment if it is less than fulltime (eg. 80% time appointment, 80% of \$2,000). There is no carry-over provision if the \$2,000 is not used per year.
- Eligible dependent children are natural, step, common-law or adopted children under the age of eleven.
- This is a taxable benefit.

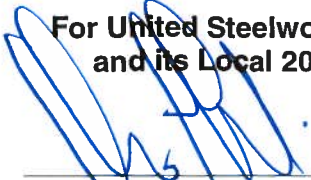
APPENDIX F: SEVERANCE PAY

Completed Years of Continuous Service on Layoff Date	Regular Severance Pay <i>(weeks of regular pay)</i>	Enhanced Severance Pay <i>(weeks of regular pay)</i>
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

**For United Steelworkers
and its Local 2010**

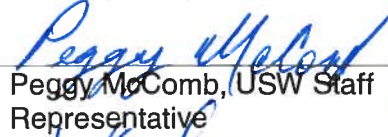
For Queen's University



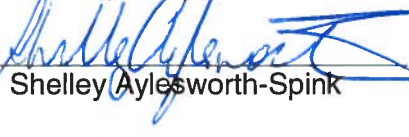
Omer Landi
Chief Spokesperson



Al Orth
Chief Spokesperson



Peggy McComb, USW Staff
Representative



Shelley Aylesworth-Spink



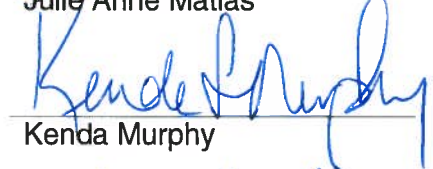
Julie Anne Matias



Kelly Smith, President,
USW Local 2010



Sue Blake



Kenda Murphy



Gillian Berry



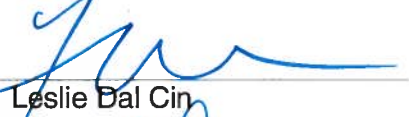
Lisa Colby



Lisa Newton



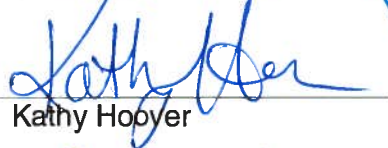
Patrick Galloway



Leslie Dal Cin



Stuart Pinchin



Kathy Hooyer



Bruce Griffiths




Heather Shields



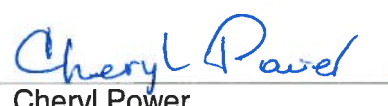
Carol Kavanaugh



Ruth Gruer



Brian Surgenor



Cheryl Power



Larry Killen



Sonja Verbeek



Deborah Stirton-Massey



Robert Lemieux



Brian McDonald

Dated at Kingston , Ontario this 15th day of March 2013

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING: CENTRAL HEATING PLANT

The Parties agree that the provisions of the Collective Agreement are subject to this Letter of Understanding for 2nd Class Engineers in the Central Heating Plant ("employees"). To the extent that a matter addressed in the Collective Agreement conflicts with this Letter of Understanding, the provisions of this Letter of Understanding on that matter will prevail.

1. Hours of Work and Scheduling

- (a) Employees are paid based on a 40-hour work week but normally work fourteen 12-hour shifts over a 4-week period; employees are normally scheduled for either three 12-hour shifts or four 12-hour shifts in a week. At least 1 employee is normally scheduled on 8-hour maintenance shifts.
- (b) The Salary Grid referenced in the Collective Agreement represents full-time equivalent salaries for a regular 35-hour work week. Employees' full-time equivalent salary will be adjusted proportionately to reflect a regular work week of 40 hours.
- (c) Effective September 2, 2012 the normal work schedule is a 5-week rotation of:
 - Seven 12-hour night shifts over 2 weeks;
 - Seven 12-hour day shifts over 2 weeks; and
 - Five 8-hour day shifts on maintenance
- (d) It is understood that the normal work schedule above is based on 5 employees normally working in the rotation.
- (e) Employees who work fourteen 12-hour shifts over a 4-week period earn 8 hours of lieu time ("Earned Day Off") in that period, which will be taken during the employee's next scheduled maintenance week, normally on the first day of that week.
- (f) When operational requirements deem it necessary to designate a temporary shift change that will last 1 month or less, the employee whose shift schedule is to be changed shall be given 5 days' notice of the change in shift. Failure to give the required 5 days' notice of the change in shift shall result in payment to the employee at 1.5 times his regular hourly rate for the first full shift so affected.
- (g) Due to the requirements of the job, it is understood that the eating period for employees shall be a paid period of time. During all break times employees are required to remain in the control room and be available for emergency work. Break times cannot be accumulated and taken as time off.
- (h) It is understood and agreed that the work of employees is not operationally suitable for Flexible Hours of Work arrangements, as set out in Article 20.08 of the Collective Agreement.

2. Shift premium

- (a) Employees shall be paid a shift premium of \$0.65 per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.

- (b) Employees shall be paid a shift premium of \$0.70 per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

3. Weekend premiums

- (a) Employees shall receive a premium of \$0.65 per hour for all scheduled hours of work on Saturday.
- (b) Employees shall receive a premium of \$1.70 per hour for all scheduled hours of work on Sunday.

4. Overtime

- (a) For employees working 12-hour shifts, overtime will be averaged over a 4-week period. Overtime will be paid to the employee at the rate of 1.5 times the employee's regular hourly rate, calculated by dividing the employee's annual full-time equivalent salary by 2080, for all hours worked in excess of 168 hours during the 4-week averaging period.
- (b) An employee who works overtime on a scheduled day off will be paid at the rate of 1.5 times his regular hourly rate for each hour of overtime worked, except in the case where the employee works overtime on two consecutive scheduled days off; in that case the employee will be paid at the rate of 2 times his regular hourly rate for all hours worked on his second scheduled day off.

5. Call-In

- (a) The University will attempt to distribute call-ins among those employees who would normally perform the work. However, if no one is available, then 3rd class engineers may be called in.
- (b) The University is not required to call-in an employee if a qualified person is at work and is able to cover the required work.
- (c) An employee who is required by the Employer to return to work outside her/his scheduled shift, other than for hours immediately after her/his scheduled shift will be paid at 1.5 times her/his regular hourly rate for actual hours worked or will be paid for 4 hours at her/his regular hourly rate, whichever is greater. If the call-in occurs such that the majority of hours are on a Paid Holiday or a Sunday, the employee will be paid at 2 times her/his regular hourly rate.

6. No Pyramiding

- (a) There shall be no duplicating or pyramiding of overtime or premium payments.
- (b) In situations where overtime and premium pay may both apply, the higher rate shall be payable.

7. Vacations

- (a) Vacations will be scheduled in blocks of one week or two weeks. In special circumstances and subject to operational efficiencies, vacation time may be requested in blocks of time that are less than 1 week. The Chief Engineer will consider and respond to such requests, which will not be unreasonably denied.
- (b) An employee shall submit her/his vacation request(s) in writing and shall receive a written response at least 8 weeks before the requested vacation date(s), provided that the vacation request was submitted with sufficient time to do so.

- (c) A summer vacation schedule shall be posted by June 1st each year, showing each employee's approved vacation time until the end of August.
- (d) While every effort will be made to honour approved vacation requests, the parties recognize that circumstances might arise subsequent to the approval that require vacation schedules to be adjusted, after discussion with the affected employee(s).

8. Paid Holiday

(a) Employee Scheduled to Work:

An employee who works on a Paid Holiday will receive her/his regular pay:

- i) and premium pay at two times her/his regular hourly rate for all hours worked on the Paid Holiday; or,
- ii) and pay at her/his regular hourly rate for all hours worked on the Paid Holiday or for 16 hours if the employee works her/his full 12-hour shift, and a lieu day with 8 hours pay to be scheduled during the next maintenance week as a substitute for the Paid Holiday.
- iii) The employee has the choice of i) or ii), but must state her/his election at the time Holiday work is scheduled, barring which paragraph i) will be applied.

Premium pay for work on a Paid Holiday applies if a majority of the employee's work hours fall on the Paid Holiday.

When any observed holiday listed in Article 21.02 falls on a Saturday or Sunday, the Saturday or Sunday, as applicable, will be the Paid Holiday for purposes of determining an employee's entitlement to premium pay.

(b) Employee's Scheduled Day Off:

If a Paid Holiday falls on an employee's regularly scheduled day off, and so long as the employee worked her/his regularly scheduled shift immediately preceding and immediately following the Paid Holiday, the employee will receive an alternate 8-hour day off with pay to be scheduled during the employee's next scheduled maintenance week, as a substitute for the Paid Holiday.

If a Paid Holiday falls on an employee's Earned Day Off during her/his maintenance week, and so long as the employee worked her/his regularly scheduled shift immediately preceding and immediately following the Paid Holiday, the employee retains her/his Earned Day Off with pay and will also receive the following day off with pay in lieu of the Paid Holiday.

9. Christmas Closing

- (a) The Christmas Closing provisions contained in the Collective Agreement do not apply to employees working in the Central Heating Plant; the employee scheduled for maintenance is not required to attend at work for her/his scheduled maintenance shifts but will be paid at her/his regular rate for those shifts.
- (b) An employee scheduled to work during the University's Christmas closure (except Christmas Day, Boxing Day or New Years' Day, which are addressed in section 8.a) above) will receive her/his regular pay and premium pay at 1.5 times her/his regular hourly rate for all hours worked during the Christmas closure.

10. Work Clothing

- (a) The University agrees to provide 4 sets (shirts and trousers) during each calendar year. The University has developed a listing of other clothing choices of equivalent value from which employees may choose substitutes in place of the 4 sets (shirts and trouser) listed above. Employees who receive such work clothing will wear that clothing while at work.
- (b) Employees are required to wear safety footwear at all times. The University will reimburse employees, upon presentation of a receipt, up to \$160.00 per calendar year for the purchase of a pair of approved safety footwear.

11. Professional and License Fees


- (a) The University will reimburse employees for the renewal of trade licenses required in the performance of their duties.
- (b) An employee will be reimbursed for exam fees when she/he successfully completes an operating engineers' exam.

12. Labour Management Meetings

- (a) On a trial basis, the Parties will hold labour/management meetings for 1 hour on a bi-monthly basis. The meetings will be attended by up to 2 employees and 2 members of management. Either Party may invite an advisor who can contribute constructively to items on the agenda.
- (b) Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining.
- (c) To allow for preparation, each Party will give the other a list of topics to be discussed a week in advance of each meeting.

Dated this 15th day of March 2013

For the University:

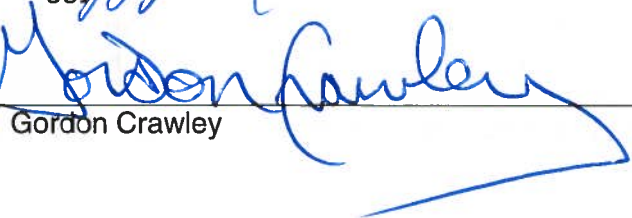


Lisa Newton

For the Union:



Peggy McComb



Gordon Crawley

LETTER OF UNDERSTANDING: TRAVEL TIME CREDIT

1. It is acknowledged that for certain positions, travelling is an inherent part of the value of the job, therefore, some travel time outside of regular work hours is to be expected. Except as it may be amended by this Letter of Understanding, the University's *Policy for Travel and Related Expenses* shall apply to an employee's travel on approved University business.
2. When an employee travels on approved University business, outside her/his regular work hours, the following travel time credits shall apply:
 - (a) when travel is within 50 kms radius of the University - zero time credit;
 - (b) when travel is within 51 kms and 150 kms radius of the University - actual travel time shall be credited to a maximum of 1.5 hours;
 - (c) when travel is within 151 kms and 240 kms radius of the University - actual travel time shall be credited to a maximum of 2 hours;
 - (d) when travel is within 241 kms and 330 kms radius of the University - actual travel time shall be credited to a maximum of 3 hours;
 - (e) when travel is within 331 kms and 420 kms radius of the University - actual travel time shall be credited to a maximum of 4 hours;
 - (f) when travel is greater than a radius of the University of 420 kms - actual travel time shall be credited to a maximum of 5 hours.
3. Travel time credits shall only apply to the initial trip from the University or employee's residence, whichever is closer, to the initial external destination; and, on the trip back, from the last external destination to the University or employee's residence, whichever is closer to the last external destination.
4. Actual travel time is defined as:
 - (a) when travel is by automobile, the kilometres involved in travelling from/to University/residence to/from destination;
 - (b) when travel is by public transportation, e.g. air travel, the scheduled time required to travel from public departure point to public arrival point, plus 1.5 hours.The maximum travel time credit is 6.5 hours for each direction of a trip.
5. When an employee uses her/his personal vehicle, the per kilometer rate set out in the University's *Policy for Travel and Related Expenses* shall apply.
6. Travel time credits provided to an employee pursuant to this Letter of Understanding shall not be included in an employee's hours of work for purposes of calculating entitlement to overtime.

7. To the extent that current travel arrangements in a department exceed the provisions set out in this Letter of Understanding, such arrangements are permitted to continue.
8. The University will maintain a travel time credit bank for each eligible employee, the accumulated total of which, at any given time, may not exceed 2 times the number of hours in an employee's regular work week. Any additional travel time credits that exceed this limit shall be paid to the employee on the next applicable pay date at her/his regular hourly rate.


Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: CONVERSION OF TERM APPOINTMENTS THAT ARE IN PLACE ON THE DATE OF RATIFICATION

Notwithstanding Articles 3.01(c)(iii), 18.03 and 18.04, the Parties agree:

1. If an employee holds a term appointment on the date of ratification of the Parties' first Collective Agreement, that term appointment shall be permitted to continue until its stated end date, regardless of the length of the term;
2. If a term appointment that existed on the date of ratification is renewed within 12 months after the date of ratification, the renewal appointment shall not be deemed to be a continuing appointment if the renewal is for 12 months or less. Thereafter, any subsequent renewal shall be deemed to be a continuing appointment if the employee's length of consecutive term appointments, pre- and post-ratification, in the same position exceeds a total of 36 months;
3. If a term appointment that existed on the date of ratification is renewed more than 12 months following the date of ratification, the renewal appointment shall be deemed to be a continuing appointment if the employee's length of consecutive term appointments, pre- and post-ratification, to the same position exceeds a total of 36 months;
4. If an employee's term appointment to a position expires but is renewed within 13 weeks following the expiry, the renewal appointment shall be considered to be consecutive with the expired appointment for purposes of determining the employee's total length of consecutive appointments to the same position. However, it is understood that the intervening period between 2 such appointments shall not be included in the calculation of the employee's length of consecutive appointments to the same position.
5. The Parties agree that if an employee's length of consecutive term appointments, pre- and post-ratification, is at least 5 years and does not convert to a continuing appointment under the above provisions, the employee shall be entitled to redeployment rights under this Agreement.

Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: FIRST SENIORITY LIST

Notwithstanding Article 18.06 (f) of the Collective Agreement, after the date of ratification of the Parties' first Collective Agreement, an employee shall have 3 months to challenge the accuracy of her/his seniority following the posting of the first seniority list.

If an employee is on an approved leave of absence at the time the first seniority list is posted following ratification of the first Collective Agreement, she/he shall have 3 months following the posting of the seniority list, or 30 days following her/his return from the leave, whichever is greater, to challenge the accuracy of her/his seniority.

In either of the above situations, if the employee's seniority is determined to be inaccurate, it will be corrected. Such correction will not be retroactive. After any such correction, the seniority list shall be deemed final for all purposes except in the case of clerical errors.

Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: JOB EVALUATION

1. The Parties agree to establish a joint Job Evaluation Committee (JEC) to investigate, evaluate and make recommendations concerning a mutually acceptable gender neutral job evaluation system and methodology for bargaining unit positions that is compliant with the Ontario *Pay Equity Act*.
2. The goal of this process is the development of a gender neutral, points factor job evaluation system that measures the following four job factors outlined in the *Pay Equity Act*:
 - Skill
 - Effort
 - Responsibility
 - Working conditions
3. The Committee will consider elements such as:
 - The gender neutrality of the system and the process
 - The accurate collection of job information (e.g. questionnaires, position descriptions) and obtaining information about positions (e.g. audits, interviews)
 - The number and description of the levels within the factors
 - The weighting of the factors
 - The sign-off requirements
 - Job evaluation process, including possible use of one or more job evaluation rating committees
 - Automated features of a system
 - Roles of the various stakeholders: incumbents, Managers, Human Resources, the Union
4. The Union's SES/U system will be considered as a potential basis for the development of an acceptable system.
5. The Committee will be made up of equal representation from the University and USW Local 2010 of 3 members each. Each Party is responsible for ensuring that it has alternate member(s) available in case of prolonged absence or the withdrawal of a member. The University or the Union, as applicable, will designate a replacement within 2 weeks of the notice of absence. Where absence is unavoidable due to illness or emergency, at least 2 members or alternates from each Party must be present for the meeting to proceed. Either Party may use the services of their own consultants or advisors.
6. Union representatives or their alternate(s) who attend meetings shall be released, at full pay and benefits, from their positions to work as required on the Committee.

7. The Committee will commence meeting no later than 5 months after the date of ratification and will meet regularly thereafter, with a view to completing its work, as described in paragraph 1, no later than 1 year after commencement of meetings.
8. The University will designate a resource person, to maintain records and schedule meetings and bring in information as required by the Committee.
9. A committee member from each Party shall be designated Co-Chair person, and the 2 Co-Chairs shall chair the meetings alternately.

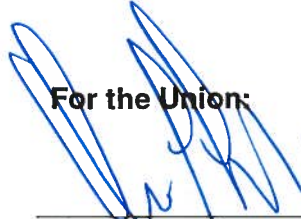
Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: POLICIES AFFECTING TERMS AND CONDITIONS OF EMPLOYMENT

University-wide policies (and procedures included therein) in force as at March 24, 2010 affecting terms and conditions of employment, the subject matter of which is not addressed in this Agreement, will continue in force unless changed by the University.

In cases where there is a conflict between a policy and this Collective Agreement, the Collective Agreement shall prevail.

The University and the Union will meet to discuss such change to the policy. The University shall consider the Union's comments in good faith.

Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: POSITION RE-EVALUATION

The University will lift the freeze on position re-evaluations on or before September 1, 2012.

The retroactive period for any resulting adjustments shall not extend back beyond October 1, 2009.

Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson

LETTER OF UNDERSTANDING: E.I. PREMIUM REDUCTION

This letter confirms the agreement between the Employer and the Union that the 5/12 employee portion of the University's E.I. premium reduction will be used by the University to support the following employee benefit plans, as set out in the Collective Agreement between USW Local 2010 and the University:

- Short-Term Sick Leave;
- Income top-up for Supported Maternity and Parental Leaves;
- Tuition Support Plan; and
- Child-Care Benefit Plan.

Dated this 15th day of March 2013

For the University:



Al Orth, Chief Spokesperson

For the Union:



Omero Landi, Chief Spokesperson