

COLLECTIVE AGREEMENT

BETWEEN: QUEEN'S

UNIVERSITY and

UNITED STEELWORKERS

(ON BEHALF OF USW, LOCAL 2010, UNIT 01)

ACADEMIC ASSISTANTS

September 1, 2012 to August 31, 2016

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ARTICLE 1 – PURPOSE

- 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) to 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 AND SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all persons employed by Queen's University as Academic Assistants, which includes persons employed by Queen's University as Tutors or Markers save and except:
- (a) 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*;
 - (b) members of the architectural, dental, land surveying, legal or medical profession entitled to practice in Ontario and employed in a professional capacity;
 - (c) registered students; and,
 - (d) voting members of the Board of Trustees.
- 2.02 The Employer will not create new job classifications or positions for the purpose of improperly circumventing the inclusion of a position in the bargaining unit.

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 Year**" means the period from September 1st to August 31st inclusive, and is divided into 3 Terms: Fall (September through December), Winter (January through April), and Summer (May through August). It is recognized that the end of one Term and the beginning of the next Term may overlap for certain academic and/or administrative reasons.
 - (b) "**Academic Assistant**" includes a "Marker" and a "Tutor" and means a part-time, non-student, employee who generally assists a member of the academic staff and who supports academic activities related to a degree credit course or program and who performs all or some of the following duties: preparation for tutorials and/or lab demonstrations, preparation of written and audio visual materials, instruction, leading discussions, supervising laboratories, grading exams and assignments, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel to and from the primary work site), assisting with curriculum and course material development, conferring with the non-bargaining unit supervisor/designate, as required by the work term/contract. Academic Assistant does not include a person employed on

an *ad hoc* (casual) basis whose work term/contract does not exceed 5 days in an academic term.

- (c) "**Agreement**" means the Collective Agreement between Queen's University at Kingston, Ontario and the United Steelworkers and its Local 2010-01.
- (d) "**Applicant**" means all individuals (including Employee Applicants) who have submitted an application for employment within this bargaining unit.
- (e) "**bargaining unit**" is defined as set out in Article 2: "Recognition and Scope".
- (f) "**bargaining unit member**" means a University employee who is a member of this bargaining unit, namely USW Local 2010-01.
- (g) "**business day**" means Monday to Friday, exclusive of statutory holidays.
- (h) "**day**" means calendar day unless otherwise specifically stipulated.
- (i) "**Department**" means an academic or administrative Department or unit, a centre, a division, an institute, or a school, as the context may suggest.
- U) "**Department Head**" refers to the head of an academic or administrative Department or unit, a centre, a division, an institute, or a school, as the context may suggest.
- (k) "**employee**" means a University employee who is a member of this bargaining unit, namely USW Local2010-01.
- (l) "**Employee Applicant**" means an individual who has seniority under this collective agreement and who has submitted an application for employment within this bargaining unit.
- (m) "**Employer**" refers to Queen's University at Kingston, Ontario.
- (n) "**Local**" or "**Local Unit**" means USW Local 2010, Unit 01 representing the bargaining unit as defined in Article 2: "Recognition and Scope".
- (o) "**Local 2010-01 Unit Chairperson**" means the 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.
- (p) "**supervisor**" or "**immediate supervisor**" is the person who is not a member of the bargaining unit and who directs an employee's work or to whom an employee normally reports.
- (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) "**Successful Applicant**" means an "Employee Applicant" or Applicant who has been offered employment within this bargaining unit by the Employer.
- (t) "**Union Representative**" means an authorized staff representative of the USW.
- (u) "**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.

- (v) **"USW" or "Union"** means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers).
- (w) **"University"** means Queen's University at Kingston, Ontario and/or authorized officials of the University, as the context may require.
- (x) **"work term/contract"** means a period of employment in a position covered by this collective agreement and is either of the following:
 - i) 14 hours per week or less; or,
 - ii) More than 14 hours of work per week, but does not exceed 4 months.
- (y) **"written notice"** may include email communication.

ARTICLE 4-MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of Queen's University is fixed exclusively in the Employer 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 Employer 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.

4.02 The Employer 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 Employer exercising its rights under this Article shall not constitute harassment.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act, 1995, SO 1995, c 1, Sch A*, as may be amended from time to time (hereinafter, "the OLRA").

ARTICLE 6- NO HARASSMENT AND DISCRIMINATION

- 6.01 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.
- 6.02 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*.
- 6.03 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.
- 6.04 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.
- 6.05 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 6.06 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.
- 6.07 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.
- 6.08 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.
- 6.09 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.
- 6.10 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.

- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 In dealings with the Employer 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 7- UNION DUES

- 7.01 The Employer 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.
- 7.02 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 Employer 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.
- 7.03 The monthly dues remittance shall be accompanied by a statement listing:
- (a) the name of each employee from whose pay deductions have been made, each employee's email and campus address if available in the Employer's Human Resources Management system, and the total amount deducted for the month; and
 - (b) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly dues remittance will also include the Union's "Summary of Union Dues" form.

- 7.04 The Employer will record total Union dues deductions paid by each employee on her/his *"T4 Statement of Remuneration Paid"*.
- 7.05 The Union must provide at least 60 Calendar Days' written notice of any change in the monthly membership dues, fees or assessments.
- 7.06 The Union agrees to indemnify and save the Employer 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.

ARTICLE 8- UNION REPRESENTATION

- 8.01 The Employer recognizes the role of Union officials in labour management relations and shall not discriminate against them.
- 8.02 The Union will provide the Employer, in writing, with the names and titles of its Local 2010-01 Unit Chairperson, Stewards and Committeepersons mentioned in this Agreement, and the Employer will be required to recognize such representatives only from the date of receipt of such notice.
- 8.03
 - (a) The Union acknowledges that its Local 2010-01 Unit Chairperson, Stewards and Committeepersons, appointed pursuant to this Agreement have duties to perform for the Employer; therefore, they will endeavour to make arrangements to carry out their Union responsibilities at times that do not conflict with their employment duties.
 - (b) The Local 2010-01 Unit Chairperson, Stewards and Committeepersons shall provide a minimum of 3 days' written notice to their non-bargaining unit supervisor/designate when requesting leave to attend to Union duties; however the Parties recognize that there may be exigent circumstances that make it appropriate to amend this notice period following discussion between the employee and her/his non-bargaining unit supervisor/designate.
 - (c) In the event that a conflict with employment duties cannot be avoided, the employee will not suffer any loss of wages in connection with a leave granted pursuant to paragraph (b) above.
- 8.04 In consideration of this acknowledgement and undertaking, the Employer agrees to the following:
 - (a) Union officials asked by the Employer to represent the Union on University Committees, or asked to attend meeting(s) with University administration on behalf of the Union, that are not otherwise covered by this Agreement, will, subject to the operational needs of the Unit, normally be granted, paid leave to attend the meeting(s) if the time(s) of such meeting(s) conflicts with the employee's scheduled employment duties. Each such employee is required to report back to her/his non-bargaining unit supervisor/designate, when the meeting ends.
 - (b) All requests for paid leave under this Article 8.04 must be submitted to the employee's non-bargaining unit supervisor/designate with as much advance notice as possible.

8.05 Leave with pay granted under this Article will not extend beyond normal working hours.

Negotiating Committee

8.06 The Employer will recognize a Negotiating Committee composed of up to 3 members of the bargaining unit including the Local 2010-01 Unit Chairperson. The members of the Negotiating Committee shall be given time off during their regularly scheduled working hours, without loss of pay, while actually attending collective bargaining up to and including conciliation.

8.07 The Negotiating Committee is entitled to have present and be represented by a representative(s) of the United Steelworkers at all negotiation meetings held between the Employer and the Union which are held in accordance with Article 8.06.

8.08 The 3 employees who are members of the Union's Negotiating Committee will be given 2 days (or 4 half-days) each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining.

8.09 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

Union Stewards

8.10 The Union may elect or otherwise appoint a Local 2010-01 Unit Chairperson and 2 Union Stewards who will be recognized by the Employer for purposes of the grievance process. The Union will advise the Employer of the names and contact information of the Stewards. The Employer will advise the Union of the names of its Employee/Labour Relations Advisors for the purpose of identifying key contact persons for Stewards.

8.11 The Union acknowledges that Union Stewards have duties to perform for the Employer; therefore, Stewards will use their best efforts to make arrangements to carry out their Stewards' responsibilities at times that do not conflict with their employment duties.

8.12 In the event that such conflict with employment duties cannot be avoided it is the responsibility of the employee to request permission from her/his non-bargaining unit supervisor/designate before leaving her/his work and to report back to her/his non-bargaining unit supervisor/designate upon returning to work. Further, given the nature of certain positions, in the event that a conflict with employment duties cannot be avoided the employee may be required to arrange with her/his non-bargaining unit supervisor/designate for the missed time to be made up and in the arrangement reached between the employee and her/his non-bargaining unit supervisor/designate, the Employer agrees that the employee will not suffer any loss of wages.

8.13 The Union acknowledges that all employees have duties to perform for the Employer; therefore, when dealing with a grievance arising out of this Agreement, Stewards will use their best efforts to make arrangements to meet with an employee at times that do not

conflict with the employee's employment duties. In the event that such conflict cannot be avoided, the Steward must request permission from the employee's non-bargaining unit supervisor/designate, before contacting the employee to discuss the grievance during the employee's working time. Such permission will not be unreasonably withheld.

- 8.14 The Employer acknowledges the right of bargaining unit members of the United Steelworkers Local Unit 2010-01 to utilize the Steward body of the United Steelworkers Local 2010 to assist bargaining unit members in the preparation and presentation of grievances during a Local 2010 Steward's non-working hours.

ARTICLE 9- GRIEVANCES

- 9.01 It is the mutual desire of the Parties that any complaint arising between an employee and the Employer with respect to the administration, application, interpretation, or alleged violation of the Agreement be addressed as efficiently as possible.
- 9.02 In the event of a disagreement between the Employer and an employee as to the administration, application, interpretation, or alleged violation of the provisions of this Agreement the following process will be followed:
- 9.03 **Informal Resolution Stage:** 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 immediate supervisor an opportunity to address the situation.
- 9.04
- (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 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.
- 9.05 If the issue is not resolved within 5 business days after it has been brought to the attention of the employee's non-bargaining unit supervisor 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:
- 9.06 **Step 1:** The aggrieved employee (the "griever"), or a Union Representative on the griever's behalf, may submit a written grievance to the manager of the Department or her/his equivalent in the organizational unit involved within 10 business days of the deadline for the Article 9.04 response. 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 griever and a Union Representative if available. The immediate supervisor, or her/his designate, will provide the griever and the Union with a written response within 10 business days after the grievance was submitted.
- 9.07 **Step 2:** A grievance that is not resolved at Step 1 may, at the griever'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 griever with a written response within 10 business days after the Step 2 Grievance meeting.

- 9.08 The time limits specified in Step 1 and Step 2 above may be extended by mutual agreement of the Parties.
- 9.09 A grievance alleging unjust suspension or discharge will commence at Step 2.
- 9.10 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 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.
- 9.11 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.
- 9.12 A group complaint arises when two or more employees wish to raise a matter arising from substantially the same alleged violation of this Agreement. In the case of a group complaint, the Informal Resolution Stage shall be undertaken by the Union in accordance with Paragraph 9.04(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 up to 3 grievors may be present at each Step of the grievance process. Any resolution under the Grievance Procedure will apply to all grievors.
- 9.13 Failing satisfactory resolution of any grievance at Step 2, the grievance may be referred to Arbitration pursuant to Article 10.

ARTICLE 10- ARBITRATION

- 10.01 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.
- 10.02 An arbitration hearing will proceed before a single arbitrator.
- 10.03 In its written referral pursuant to Article 10.01, 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.

- 10.04 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 Ontario *Labour Relations Act, 1995*, or, the Parties may continue to attempt to reach agreement on an arbitrator.
- 10.05 The fees and expenses of the arbitrator will be shared equally by the Union and the Employer. Subject to Article 10.06, each party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case.
- 10.06 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 him/her as a result of attending an arbitration hearing.
- 10.07 The arbitrator has the power and authority provided for in the Ontario *Labour Relations Act, 1995* to hear and determine the grievance.
- 10.08 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.
- 10.09 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 Ontario *Labour Relations Act, 1995*.
- 10.10 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.
- 10.11 The time limits referred to in this Article 10 may be extended by written mutual agreement of the Parties.
- 10.12 Nothing in this Article shall prevent the Union or the Employer from exercising its right to use Section 49 of the Ontario *Labour Relations Act, 1995*.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01 Subject to Article 11.02, the Employer agrees that it will not suspend, discharge, or otherwise discipline an employee without just cause.
- 11.02 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 4.02.

- 11.03 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 Employer will inform the employee of the right to be accompanied by her/his Steward prior to the start of any such meeting.
- 11.04 When the Employer is considering disciplining an employee the Employer will meet with the employee and a Union Representative unless the employee waives his or her right to have a Union Representative present. The Employer 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 Employer will advise the employee of its disciplinary decision. If the Employer 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.
- 11.05 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.
- 11.06 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.
- 11.07 When making a disciplinary decision, the Employer 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.

ARTICLE 12 – SENIORITY

- 12.01 Seniority shall be calculated based on accumulated years of service starting with an employee's initial work term/contract with the Employer as an Academic Assistant so long as she/he has not had a break between work terms/contracts of 24 months or more. If an employee currently in the bargaining unit has experienced a break(s) between work terms that is 24 months or more, her/his seniority will be calculated based on the date of her/his work term/contract that started after the most recent break.
- 12.02 A year of service shall be defined as having a work term/contract at any time within an Academic Year.

Breaks in Service

- 12.03 If an employee performs no work in the bargaining unit for a period of 24 consecutive months or more, she/he will lose all accumulated seniority and shall be considered to be a new employee in the bargaining unit.
- 12.04 For the purposes of seniority, a returning employee hired on a work term/contract that commences less than 24 months after her/his previous work term/contract will not be considered a new employee. Breaks in service of less than 24 months generally shall not result in a loss of seniority; however, there will be no additional seniority credit for the intervening period during which the employee did not hold a work term/contract in the bargaining unit.

- 12.05 If an employee resigns from, or is dismissed from a work term/contract and is not reinstated, a termination of employment from that work term/contract shall be deemed to have occurred and the individual shall retain no seniority or incumbency status for that position pursuant to Article 13.03.

Probationary Employees

- 12.06 The probationary period is intended to be a period of time for the Employer to adequately evaluate the employee's skills and qualifications and to provide the employee with feedback regarding her/his performance and suitability for the appointment.
- 12.07 It is agreed that an employee shall be considered to be a probationary employee until she/he has successfully completed 2 work terms/contracts and has been re-appointed in a 3rd work term/contract in the same course if the work term/contract is associated with a specific course, or in the same work unit if the work term/contract is not associated with a specific course, without a "break in service" as defined in Article 12.03, or, has successfully completed the equivalent of 3 months of active full time employment in the bargaining unit (451.5 hours), whichever first occurs.
- 12.08 Seniority will be recognized following an employee's successful completion of her/his probationary period, at which time seniority will be recognized back to the commencement date of the employee's 1st work term/contract under Article 12.07.

Seniority List

- 12.09 The Employer will provide the Union with an up-to-date seniority list of the employees in the bargaining unit twice each year, on September 30th and January 31st.

ARTICLE 13- JOB VACANCIES

- 13.01 Subject to Articles 13.03 and 13.04, all vacancies will be filled by a process of selection. This process will include the posting of notices of job vacancies for at least 5 business days, and whenever possible at least 4 weeks in advance of the work term/contract start date. Postings shall identify: date of the posting, date by which applications must be received, the Department, course name and course section if applicable, a brief description of the work, the starting date and duration of the work term/contract, hours/schedule, wage rate, the qualifications required and the supervisor if known.
- 13.02 The onus is on the applicant to provide all information required by the job posting.
- 13.03 After an employee has completed her/his probationary period and if the employee satisfactorily completes her/his current work term/contract in the bargaining unit, the employee shall be deemed the "*incumbent*" for future offerings of the same position and shall be given preference for such position provided Article 12.03 does not operate to deem him/her a new employee and provided that the requisite skills, qualifications, abilities and relevant experience have not substantively changed.
- 13.04 The Employer shall not be required to post if the following conditions apply:
- (a) an employee cancels her/his acceptance of a position; or;
 - (b) there is an urgent need to fill a vacancy in a very short period of time due to an unanticipated need; or;

- (c) there is more than 1 qualified Applicant for a posted position and the Successful Applicant declines to accept the position, in which case the Employer will offer the position to the 2nd ranked Applicant; or;
 - (d) If the position is given to an incumbent as set out in Article 13.03.
- 13.05 The Parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position shall include: ability to perform the various duties of the position, academic qualifications, previous academic employment experience, seniority and other qualifications as applicable. The above criteria are not listed in order of priority.
- 13.06 When making a selection if the Employer determines that 2 or more candidates have equal qualifications the candidate with the most seniority will be selected. Qualifications shall not be established, upgraded or revised in an unreasonable manner.
- 13.07 At its discretion the Employer may issue a single posting that offers up to a maximum of 3 consecutive work terms/contracts to the Successful Applicant (e.g. a multiple appointment where the course has several sections, or, sequential appointments for the same course).
- 13.08
- (a) The Employer will post vacancies on the Human Resources website and other applicable unit websites. In addition, 1 copy will be forwarded to the Union.
 - (b) Applications for posted positions will be submitted as set out in the job posting.
- 13.09 An employee who has applied for a vacancy and has been passed over for the vacancy will, at the individual's request, be provided with feedback concerning her/his application.
- 13.10 In the case of multiple job postings in the bargaining unit an Applicant may apply for more than one work term/contract.

ARTICLE 14 – HOURS OF WORK, ASSIGNMENT AND RESPONSIBILITIES

- 14.01 The Parties agree that the 14 hour per week limit on number of hours worked is for one work term/contract only. Employees may hold more than one work term/contract per Term and therefore work more than 14 hours per week.
- 14.02 Work terms/contracts for positions covered by this collective agreement will be on an hourly basis and the total number of hours involved will be stated on the posting.
- 14.03 All Employer-required: training, attendance at staff meetings, and orientation sessions shall be compensated at the employee's regular rate of pay. For employees who are subject to the 14-hour per week maximum, attendance at Employer-required training, staff meetings and orientation sessions may be in addition to the 14-hour per week maximum. For employees who are not subject to the 14-hour per week maximum, such compensation shall be included in the calculation of time involved in the work term/contract.
- 14.04 An employee's duties shall be included in the calculation of the time involved in the assignment and will be provided to the employee in writing at the beginning of the work

term/contract. These duties may include but are not limited to the following: preparation for tutorials and/or lab demonstrations, preparation of written and audio visual materials, instruction, leading discussions, supervising laboratories, grading exams and assignments, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel to and from the primary work site), assisting with curriculum and course material development, conferring with the non-bargaining unit supervisor/designate, as required by the work term/contract.

- 14.05 The Parties agree that it is the exclusive function of the Employer to determine work assignments. The non-bargaining unit supervisor/designate, in consultation with the employee, shall ensure that assigned activities, deadlines and responsibilities can reasonably be completed within the allocated time.
- 14.06 Work duties may, on occasion, occur outside of the start and/or end date of the work term/contract but within the allotted hours of the work term/contract.
- 14.07 Where hours of work above the total allotted hours are required, extra paid hours may be offered by the Employer and any such extra hours shall be paid at the employee's regular hourly rate. For clarity, the Parties acknowledge that for employees who are subject to the 14-hour per week maximum, the number of hours required in a week may occasionally exceed 14. Such extra hours require prior approval by an employee's non-bargaining unit supervisor and will be compensated as extra hours at the employee's regular hourly rate.
- 14.08 In the event that an employee's appointment is ended earlier than the anticipated end date for non-disciplinary reasons, the employee will be provided with written notice not less than 2 weeks prior to the early termination. Such notice shall provide the reason(s) for the early termination and a copy of this notice will be provided to the Union.
- 14.09 No employee is required to do work of a personal nature for any other person employed by the Employer.

ARTICLE 15- PROFESSIONAL DEVELOPMENT

- 15.01 Should the Employer require attendance at any professional development seminars, workshops, etc., that were not originally included in the calculation of the time involved in the work term/contract pursuant to Article 14.03, it is agreed payment shall be at the employee's regular hourly wage rate.
- 15.02 A bargaining unit employee employed in Student Success shall have available up to 4 hours per academic term in which she/he holds a work term/contract to attend in-house professional development sessions, as approved by the Assistant Dean, Student Affairs/designate. Attendance at such sessions shall be on a voluntary basis and shall be paid at the employee's regular hourly rate. Time spent in such sessions shall not, unless otherwise stipulated by the Assistant Dean, Student Affairs/designate, count towards the hours of work stated in the employee's work term/contract. Unused time from one academic term is not subject to pay-out nor may it be carried over to another academic term.

ARTICLE 16- LEAVES OF ABSENCE

16.01 A leave of absence will not operate to extend or otherwise alter the end date of an employee's work term/contract.

Jury and Witness Duty

16.02 An employee served with a jury notice or with a Subpoena to Witness shall forthwith notify her/his non-bargaining unit supervisor/designate.

16.03 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 Employer is a party, provided that the employee provides her/his non-bargaining unit supervisor/designate 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.

16.04 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, for all scheduled hours of work provided that she/he submits written confirmation of the date(s) and time(s) on which she/he appeared and/or served, from an authorized public official or the counsel of the party on whose behalf she/he has been subpoenaed.

16.05 The employee agrees to sign over to the Employer the payment received if requested for jury or witness duty, excluding payment for days not part of their 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 direct supervisor.

16.06 If the Employer 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 paid at the employee's regular hourly rate, but will not be considered to be working time pursuant to her/his work term/contract.

Bereavement leave

16.07 Employees will be granted leave from work without loss of normal earnings during the 5 business days following the death of a parent including a step-parent, spouse/partner, a sibling including a step brother or sister, a child including a step child, a grandparent, a grandchild, current mother-in-law or current father-in-law.

16.08 Upon request at the time of the bereavement, an employee may elect to set aside an agreed number of hours, up to a maximum of the employee's regular work day of available bereavement leave, to be used within 1 year of the death, to attend a memorial service, interment or the like.

ARTICLE 17- UNION LEAVE

17.01 The bargaining unit shall be granted up to a maximum of 31.5 hours per collective agreement year with no loss of seniority in accordance with the following:

- (a) employees on an approved Union leave of absence under this Article will continue to be paid by the Employer, but the Union shall reimburse the Employer for all compensation paid to the employee during such leave of absence,

provided a detailed invoice is submitted by the Employer within 3 months of the leave;

- (b) such leave shall be limited to no more than 2 bargaining unit employees at any one time;
- (c) leave under this Article shall not exceed 5 business days for any 1 individual in any collective agreement year;
- (d) requests will be considered if received in writing by Employee/Labour Relations at least 10 business days in advance of the commencement of the leave;
- (e) approval of a leave request for any individual employee will be subject to operational requirements, but will not be unreasonably denied.

17.02 For employees who are members of more than 1 United Steelworkers bargaining unit, the provisions of the collective agreement under which the leave is requested shall apply.

17.03 An employee might accept an official position with the International Union or Local Unit, resulting in her/him being unavailable for work terms/contract in the bargaining unit. For such an employee the 24-month break in service provision set out in Article 12.03 shall not apply. For clarity, the Parties agree that in such case, the employee's absence from working in the bargaining unit, up to 36 months, shall not be considered a break in service; however, no additional seniority credit will accrue for the intervening period during which no work was performed in the bargaining unit.

ARTICLE 18- PAY IN LIEU OF VACATION & BENEFITS

18.01 The Parties recognize that the nature of bargaining unit employees' work is such that taking time off for vacation during an academic term or during the term of an appointment is not practicable. As such, the sum of 7% in lieu of vacation pay and benefits shall be added to the wages set out in Schedule "A".

18.02 The amount paid in lieu of vacation pay and benefits shall be shown on the employee's statement of earnings as a separate amount.

18.03 It is agreed that this vacation pay arrangement constitutes agreement of the Parties for the purposes of obtaining the Director's approval to permit employees to forego taking vacation, pursuant to section 41(1) of the Ontario *Employment Standards Act, 2000*.

ARTICLE 19- STATUTORY HOLIDAYS

19.01 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

or any other day that is subsequently declared by the Employer to be a holiday.

19.02 Should a holiday enumerated in Article 19.01 fall on a day that the employee is not scheduled to work the employee shall receive holiday pay in accordance with section 24(1)(a) of the Ontario *Employment Standards Act, 2000* so long as the employee worked her/his full regularly scheduled shift immediately preceding and immediately following the holiday. This provision shall constitute an agreement for the purposes of section 29(3) of the Ontario *Employment Standards Act, 2000*.

19.03 Should an employee be scheduled to work on a holiday enumerated in Article 19.01, she/he shall be paid at the rate of 1.5 times her/his regular hourly rate for all hours worked on that day in addition to holiday pay referenced in Article 19.02.

ARTICLE 20 – HEALTH AND SAFETY

20.01 The Employer's approach to health and safety matters is governed by the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations.

20.02 The Parties agree to participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

20.03 The Employer shall provide information, instruction, and supervision to an employee to protect the health and safety of that employee.

20.04 The Union has the right to appoint and be represented by an employee representative from the bargaining unit on any applicable Joint Occupational Health and Safety Committees.

20.05 At the commencement of each academic term, the Union shall provide the Employer with written notification of the names of those employees appointed as representatives on the applicable Joint Health and Safety Committees.

ARTICLE 21 – GENERAL

21.01 The Employer agrees that Academic Assistants covered under this agreement shall have access to library and other research-related materials, including but not limited to library book lending privileges and electronic off-site library resource access.

21.02 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.

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

21.04 The Employer 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 Employer's Human Resources website. In addition, the Employer 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. The Employer will provide the Union with 10 copies of this collective agreement in booklet form.

21.05 Intellectual Property:

- (a) In accordance with Section 5.1 of the *Report of the Senate Ad Hoc Committee on Intellectual Property* materials, including without limitation lecture notes and course materials, created by employees in the course of their bargaining unit employment shall be considered works for hire. Intellectual property in such material shall be owned, in the first instance, by the Employer if it was created under a contract of employment that assigns responsibility for the creation of such material to the employee. An employee who is the creator of material referenced in Article 21.05 above will, with the agreement of her/his supervisor, faculty member collaborator or other applicable individual as the context requires, receive recognition for her/his contribution to the material, but such recognition shall not affect the legal status of the intellectual property in the material.
- (b) Article 21.05(a) does not apply to materials that a member of the bargaining unit creates entirely distinct from, and outside the scope of, her/his employment as an Academic Assistant.

ARTICLE 22 – CORRESPONDENCE

22.01 All formal notices to the Union or to the Employer 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 Kingston Staff Representative or her/his designate. Any change in current addresses for both Parties shall be communicated to the other Party in a timely fashion.

ARTICLE 23- WAGES

23.01 The wage rates set out in Schedule "A" attached hereto and forming part of this Agreement shall be regarded by both Parties as minimum hourly rates to be paid to employees in the bargaining unit. The minimum rates permit the Employer flexibility in determining remuneration appropriate to the employee's special qualifications. No employee shall be paid less than the minimum rate.

ARTICLE 24-DURATION AND MODIFICATION OF AGREEMENT

24.01 This Agreement shall be effective from September 1, 2012 and shall continue in effect up to and including August 31, 2016 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.

24.02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 24.01, such negotiations shall commence within 15 days thereafter or such other date as the Parties may mutually agree.

SCHEDULE "A"- WAGES AND CLASSIFICATIONS

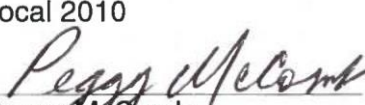
September 1, 2012	September 1, 2013	September 1, 2014	September 1, 2015
\$28.04	\$28.04	\$28.04	\$28.04

The parties agree the above represents the minimum rate for the classification. Any employee currently being paid above the minimum rate shall not have her/his pay reduced in any manner.

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


Peggy McComb
Chief Spokesperson


Lisa Newton
Chief Spokesperson


Jane Russell Corbett

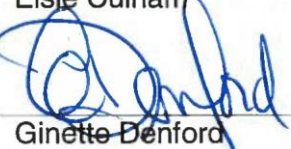

Lisa Colby


Ruth Gruer


Lori Vos


Elsie Culham


Donna Horner


Ginette Denford


Bev King


Marie Doherty


Jennifer Medves

Dated at the City of Kingston, Province of Ontario, this 15th day of March, 2013.