COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 229:

HEATING AND MAINTENANCE WORKER'S UNION

July 1, 2021 – June 30, 2024

LAND ACKNOWLEDGEMENT

Queen's University and the Canadian Union of Public Employees, Local 229 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of Canadian Union of Public Employees, Local 229 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of CUPE Local 229 are recognized and respected within our agreements.

Queen's University tánon ne Canadian Union of Public Employees, Local 229 (the "Parties") ratiién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taien ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatiién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne Canadian Union of Public Employees, Local 229 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of CUPE Local 229 ronwatiién:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

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

Miigwech, Nyawen'ko: wa, Thank you

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PREAMBLE

In recognition of our mutual interests this Agreement is entered into for the purpose of recording salaries, hours and working conditions and of establishing the means of settling amicably any differences or grievances which may possibly arise; and for the general purpose of facilitating and promoting the best operating and personal relationships of which we are jointly capable as members of the University community.

The parties are committed to the general principles of employment equity.

ARTICLE 1 DEFINITION

1.01 The term "employee" whenever used in this Agreement means any employee of Facilities, Residences Operations, and certain staff in Athletics and Recreation as agreed upon save and except persons above the rank of foreperson; housekeepers; clerical, office and technical staff; persons employed for less than 20 hours per week; all persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations.

1.01.1 Where the singular is used in this Agreement, it shall mean and include the plural where the context so implies.

1.02 *A continuing appointment is* an appointment that is confirmed by a letter from Human Resources in which no termination date is stated.

1.02.1 *A continuing term appointment* is an appointment that is confirmed by a letter from Human Resources in which the appointment is for a recurring fixed period of time, for example, September 1 to May 31 annually.

1.02.2 *A term appointment* is one in which the beginning and end dates of employment are clearly identified in the appointment letter from Human Resources beyond which there is no guarantee or commitment of employment to an employee.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent of the employees defined herein, in respect of wages, hours of work and other working conditions.

2.02 No person shall hold meetings, collect Union funds, solicit membership or conduct any other such Union activities during working hours on the property of the Employer except such activity as is specifically permitted by this Agreement.

2.03 The Employer shall deduct from each pay of each employee the dues and assessments of the Union. The Union shall notify the Employer in writing of the amount of its union dues and assessments. Such dues and assessments shall be

remitted through electronic transfer of funds. Each month, a union dues report will be forwarded to the Secretary-Treasurer of the Union, not later than the 15th day of the month following the deduction. This report will include the name of each employee on whose behalf dues have been remitted, their home and campus phone number and home and campus address if available in the University's Human Resources Management System, the total amount deducted for the month and the amount of regular pay on which the dues were taken. It is acknowledged that it is solely the responsibility of each employee to provide updated address information to Human Resources.

2.04 The Employer agrees that on the last Friday of the first month of employment and the last Friday of the fourth month of employment, all new employees shall be required to attend a meeting with 2 members of the Union Executive to explain the function of the Union for a period not to exceed 1 hour from the normal work day. Such employees attending this meeting plus the two members of the Union Executive in attendance shall suffer no loss in wages. It is understood by the Union that where there is more than one new employee, the Union shall hold a common meeting for all such employees.

2.05 The Employer shall forward to the Union, within a reasonable time period, normally not to exceed 30 working days, a copy of any appointment letter, resignation, termination, disciplinary warning, notice of suspension or discharge which involves any employee in the bargaining unit.

2.06 On January 31st, April 30th, July 31st, and October 31st of each year the University will provide the Union with a report in electronic format listing bargaining unit members, which will include, to the extent it is recorded in the University's Human Resources Management System, each employee's:

(a) full name (last, first, middle);

(b) employee number;

(c) classification;

(d) position number;

(e) grade and step;

(f) hourly rate of pay;

(g) status (continuing or term);

(h) department;

(i) home address. It is acknowledged that it is solely the responsibility of each employee to provide updated address information;

(j) campus email address;

(k) campus mail address; and

(l) gender.

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

2.08 The documents referred to in this Article shall be forwarded to the Recording Secretary, C.U.P.E. Local 229.

2.09 The Employer agrees to provide on each employee's T-4 slip, a statement of total Union dues deducted for that taxation year.

ARTICLE 3 NO HARASSMENT AND DISCRIMINATION

3.01 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.

3.02 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, RSO 1990, c H.19, as amended from time to time (hereinafter the "*Human Rights Code*") the University's *Harassment and Discrimination Prevention and Response Policy*, or the *Occupational Health and Safety Act,* RSO 1990, c O.1, as amended from time to time (hereinafter, the "*Occupational Health and Safety Act*").

3.02.1 Harassment is defined as set out in the University's *Harassment and Discrimination Prevention and Response Policy* and means engaging in a course of vexatious comment or conduct that exceeds the bounds of free expression or academic freedom as these are understood in University policies, which is known or ought reasonably to be known to be unwelcome. This includes not merely direct and intentional acts of Harassment, but also includes engaging in verbal or non-verbal behaviour or communication that is known or ought to reasonably be known to be hostile, intimidating or threatening, or that deliberately seeks to control or manipulate or otherwise harm another person, and can include comment or conduct through any electronic media regardless of where it originates. While it might be, Harassment need not be connected to a ground protected by the *Ontario Human Rights Code*.

Differences of opinion, personality conflicts, or disagreements between individuals

are not generally considered to be Harassment.

3.02.2 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.

3.02.3 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.

3.02.4 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.

3.02.5 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.

3.02.6 The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the University's *Harassment and Discrimination Prevention and Response Policy* if the subject matter of the complaint is one covered by that Policy.

3.02.7 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.

3.02.8 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Prevention and Response Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.

3.02.9 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.

3.02.10 Where a complaint is dealt with under the University's *Harassment and Discrimination Prevention and Response Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed.

3.02.11 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.

3.02.12 In cases where sexual harassment may result in the transfer of a person, the complainant shall not be transferred against their will; unless otherwise agreed, it shall be the harasser who is transferred.

ARTICLE 4 WHISTLEBLOWER PROTECTIONS

Reporting Actual or Suspected Violations

4.01 It is each employee's obligation, in good faith, to report actual violation(s) of laws, regulations, University policies or procedures, including violations of ethical and professional standards, that come to their attention. It is also each employee's obligation, when, they have a *bona fide* basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such belief is based.

4.02 An employee may report a suspected or actual violation directly to their Manager or Department Head/designate or they may contact the Human Resources Office. In appropriate circumstances, reports may be made anonymously.

4.03 Reports must provide sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.

4.04 Investigations shall be conducted as quickly as possible, based on the nature and complexity of the report and the issues raised.

Protection of Whistleblowers

4.05 Subject to Article 4.09, 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.

4.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against a whistleblower for making a *bona fide* report. This protection extends to each individual who, with *bona fide* reasons to

believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by a whistleblower.

4.07 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.

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

4.09 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 5 THE EMPLOYER'S RIGHTS

5.01 The Union recognizes the right of the Employer to manage the business in which it is engaged, to maintain order and efficiency, to hire, promote, transfer and to increase and decrease working forces provided that in carrying out these rights it does not violate the specific provisions of this Collective Agreement. Furthermore, the Union recognizes the right of the Employer to demote, suspend, discharge or otherwise discipline employees for just cause subject to the right of the employee affected to lodge a grievance as provided for in Article 7. For purposes of this Article a transfer shall mean a change in work location or in job classification if there is no reduction in the basic hourly rate.

5.02 The Union further acknowledges that the Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

5.03 In the interests of efficient operation, the Union agrees that the Employer may at any time, subject to reasonable notice to the Union, change hours of work (subject to Article 12) and determine or change work assignments or methods. If there is a claim of discriminatory action by the Employer in this regard, the aggrieved employee may, if they so desire, make it the subject of a grievance in the manner hereinafter provided.

ARTICLE 6 RETIREMENT AGE

6.01 Normal retirement age as defined under the University Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately 6 months prior to the employee reaching age 65

to discuss the employee's options under the pension plan.

6.02 Employees who elect to retire shall, wherever possible, notify their department at least 6 months prior to their retirement date to discuss and begin making necessary arrangements for retirement. The union will receive notification of such retirements.

ARTICLE 7 GRIEVANCES

7.01 The Union shall elect or otherwise appoint a Grievance Committee which shall be recognized by the Employer for purposes of grievance adjustment. The Union shall advise the Employer of the names of the Committee as well as such changes in its personnel as may occur from time to time. The Employer shall advise the Union of the names of the non-union supervisors (and designates) for each area for the purpose of identifying key contact persons for stewards.

7.02 If grievances, complaints, disputes and differences arising between the Employer and employee as to the interpretation, application or non-application of the provisions of this Agreement should occur, an earnest effort shall be made to settle such differences in the following manner:

Informal resolution stage

7.02.1 An employee and their steward may request their non-union supervisor or designate to handle a specific problem where the actual details are clearly identified. The employee and the steward will make every effort to adjust the situation with the non-union supervisor or designate before it is formalized in writing.

Step One

7.02.2 By the aggrieved employee accompanied by their steward, and the manager of the department or their equivalent in the organizational unit involved. If the alleged grievance is not settled at this stage within 5 working days after the grievance is registered, it may, at the request of the aggrieved employee, within 10 working days after receipt of the response from the employer, be carried to step 2. If the grievor fails to act within the time limit, the grievance will be considered abandoned.

Step Two

7.02.3 By the Union Grievance Committee, and a senior representative of Human Resources. The Director, Employee and Labour Relations in Human Resources or their representative shall hold a hearing within 10 working days of the date of receipt of the grievance, and shall give the grievor a decision in writing within 5 working days of the completion of the hearing.

7.03 The time limits specified in 7.02.2 and 7.02.3 above may be extended by mutual consent. Such consent will be requested and agreed to in writing.

7.04 The parties agree that employees should not harbour grievances. They should bring them to the attention of the Employer without delay. Accordingly, it is agreed that no grievance shall be considered, the alleged circumstances of which arose more than 15 working days previous to its registration.

7.05 Any difference arising directly between the Union and the University involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under this Article because of the inability or refusal of an employee to submit a grievance, or where the grievance affects a group of employees, or a Department or the University as a whole, or in cases of suspension or discharge, may be submitted by the Union in writing, at *Step Two* (Article 7.02.3) and dealt with as a proper grievance under the grievance procedure. Failing satisfactory solution within the time limit as stated in Article 7.02.3 such grievances may be referred to Arbitration.

ARTICLE 8 ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may within 1 month of receiving the stage two written reply after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to proceed to arbitration.

8.01.1 The referring party shall indicate whether it intends to proceed with the matter before a Board of Arbitration or sole Arbitrator. Subject to the provisions of section 49 of the Ontario *Labour Relations Act, 1995*, SO 1995, c 1, Sch A, as amended from time to time (hereinafter, the "*Labour Relations Act*"), either party may request that the Minister appoint a sole arbitrator.

8.01.2 If the referring party is requesting appointment of a sole arbitrator it shall, in its notice of intent to proceed to arbitration, suggest a person to serve as arbitrator. The other party shall respond within 10 working days, either agreeing to the proposed sole arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within 30 days, either party may request the appointment be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

8.01.3 A request for a board of arbitration shall name the party's nominee to the board of arbitration. The recipient of the notice shall within 10 working days, advise the other party of the name of its nominee to the board of arbitration. The nominees to the board of arbitration shall then meet to decide upon the selection of the chairperson of the board. If the parties cannot agree upon the selection of the chairperson within 21 days, either party may request that the appointment of the chairperson be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach

agreement.

8.02 Except as provided for in Article 8.03, each party shall bear the fees and expenses of its witnesses and of the preparation and presentation of its own case. The fees and expenses of the chairperson or sole arbitrator incidental to the arbitration hearing shall be borne equally by the parties.

8.03 The Employer will pay the regular wages (not to extend beyond normal working hours) for up to 4 Bargaining Unit members, including the grievor(s), Grievance Committee members or Bargaining Unit members called by the Union as witnesses, while they are at an arbitration hearing on behalf of C.U.P.E. Local 229, in matters between Queen's University and C.U.P.E. Local 229. A copy of all requests for leaves under this Article shall be submitted to the Director, Employee and Labour Relations in Human Resources as much in advance as possible.

8.04 The sole arbitrator or arbitration board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. In the case of an arbitration board, the decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board.

8.04.1 In no event, however, shall any sole arbitrator or board of arbitration have the authority to make any decision which is inconsistent with the terms of this agreement or to change, alter, modify, or amend any of the provisions of this agreement. The sole arbitrator or board of arbitration shall deal solely with the matter in dispute within the confines of this collective agreement and any legislation over which they have the jurisdiction to interpret and apply pursuant to the *Labour Relations Act.*

8.05 Should the parties disagree as to the meaning of the decision, either party may apply to the sole arbitrator or the board of arbitration to reconvene the board, whichever is applicable, to clarify the decision.

8.06 It is agreed that the time limits referred to in Article 8 may be extended by written mutual consent.

8.07 Nothing in this agreement shall prevent the Union or the Employer from exercising its right to use Section 49 of the *Labour Relations Act.*

ARTICLE 9 STRIKES AND LOCKOUTS

9.01 The Union agrees that there will be no strikes and the University agrees that there will be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Labour Relations Act*.

9.02 Should a strike or shut-down occur, the Union shall forthwith disclaim responsibility

and shall, by means of a written notice, advise its members to carry out the terms of the Agreement.

ARTICLE 10 SENIORITY

10.01 For the purposes of this Article service shall mean service as an employee as defined in Article 1.

10.02 Seniority is based on an employee's total length of unbroken service.

10.03 An employee who ceases to be an employee as defined in Article 1 but who remains in the employ of the Employer, shall retain credit for their accumulated seniority and shall be entitled to such seniority if they resume employee status within the period of 6 months.

10.04 If there is a break or breaks in an employee's service, their seniority shall be based on their length of unbroken service which shall have accumulated since their last rehiring by the Employer.

10.05 A break in an employee's service with the Employer shall be deemed to have occurred:

a) *(Quit)* If they leave the employ of the Employer.

b) *(Discharge)* If they are discharged for just cause and if the discharge is not reversed through the grievance procedure.

c) *(Layoffs and Recalls)* If they are laid off because of lack of work and are not recalled within 24 months.

d) If following a layoff, they fail to advise the Employer within 5 working days of receipt of notification to return to work, of their intention to return, or;

e) If the employee fails to report to work on the date and at the time specified in said notice. The recall notice shall be made in writing and delivered by registered mail to the last address given by the employee to the University.

f) All employees must notify the Employer promptly of any address change. Failure to do so will remove all responsibility from the Employer in the event that official notices fail to reach the employee.

g) If in any other manner they cease to be employed by the Employer.

Term Appointments

10.06 For the purposes of seniority, employees hired on term appointments will not be considered as new employees if they are rehired within 6 months of a previous

termination. Their seniority will accumulate on the basis of actual time worked in the bargaining unit.

New Employee

10.07 A new employee shall be regarded as being on probation, during which the employee shall receive familiarization and training, until they have completed 3 consecutive months actually worked. However, in individual cases this period may be extended up to a total of 6 months if Management shows reasonable grounds for extension. Thereafter, length of service shall be calculated from date of hiring or rehiring.

Rights of a New Employee

10.08 A new employee on probation shall have all rights and access to all clauses in this Collective Agreement save and except for Article 8, Arbitration.

Lay-Off

10.09 When it is determined by the Employer that employees must be laid off the procedure outlined in Appendix A will be applied.

Seniority List

10.10 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 March 31st. The Seniority list will include:

- Name;
- Classification;
- Department;
- Date of seniority;
- Date of hire.

Severance Pay

10.11 Employees whose employment is terminated by the University because of lack of work or because of financial constraints shall be entitled to a severance pay allowance according to the schedule outlined in Appendix B.

ARTICLE 11 JOB POSTING

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

11.01.2 Where a term appointment has originally been posted, if the Employer wishes to offer a renewal(s) of that term appointment to the individual, then no posting will be

required. Where a term appointment has not been posted, the Employer will not offer a renewal of that appointment.

11.01.3 Any employee may apply for the posted job subject to the following conditions:

a) Each application must be submitted in writing to the Human Resources Department during the seven-day posting period.

b) During the months of May, June, July and August, notices of vacant positions will be posted in each work area and the posting period will be extended to 14 days.

11.01.4 All posted vacancies will be filled using the following selection criteria:

a) (i) the knowledge, skill, training, experience and ability of the applicants to perform the normal requirements of the job;

(ii) the seniority of the applicants.

b) When the Employer considers that two or more of the applicants are relatively equal in the criteria listed under a) above, then seniority shall be the governing factor in the choice of the successful applicant. The Employer must make a fair and reasonable decision after considering all available information.

c) The vacancy will be awarded to the successful candidate within 30 working days of the closing date of the posted vacancy. This time limit may be extended by mutual consent, which will not be unreasonably withheld.

11.01.5 Should the vacancy be in a position where supervisory duties are involved (Foreperson and Assistant Foreperson) prime consideration will be given to three basic factors – seniority, job skills and leadership qualities. Where the Employer considers that job skills and leadership qualities are relatively equal between two or more candidates, seniority shall be the governing factor. The Employer must make a fair and reasonable decision after considering all available information.

11.01.6 Applicants to a posted vacancy will be considered by a Selection Board on which the Union will be represented. The Employer will advise the Union how many Union representative(s) will be required. The Union and the Employer will discuss the name(s) proposed by the Union to ensure, among other things, that there is no conflict of interest in connection with any of the applicants, following which the Union will appoint an appropriate representative(s) to the Selection Board

11.01.7 The purpose of the Board is to assist in the selection of the most suitable candidate to fill any bargaining unit vacancy within the bargaining unit subject to the terms and conditions of this agreement. The duties of the Board are to aid in interviewing, supply information, assess qualifications, and make recommendations regarding any or all

candidates applying to fill a vacancy. The recommendations of a Selection Board will be given to the appropriate Department Head or Manager who may or may not have been a member of the Board.

11.01.8 In the event that a practical work test is considered in the selection process for internal candidates, the Union representative from the Selection Board may be present at that practical testing. The results of the above mentioned practical testing shall be forwarded to the Selection Board for their review prior to each committee member's recommendations being forwarded to the Department Head or Manager.

11.01.9 Length of service in this Article shall mean length of service as defined in Article 10, Seniority. A Group shall be as identified in Article 14, Wage Schedule.

11.01.10 Should a vacancy occur for a Tradesperson as defined by the *Trades Qualification and Apprenticeship Act, RSO 1990, c T.17,as amended from time to time (hereinafter, the "Trades Apprenticeship Act*") and which requires a Provincial Tradesperson Licence, Management has the right to hire from outside the Bargaining Unit, provided no employee in the Bargaining Unit has the necessary Trades Licence and other required qualifications.

11.01.11 The provisions of this Article shall not apply if there are no bids for the posted job during the 7 day posting period or if there are no applicants who meet the requirements set out in this Article.

11.01.12 The University is not required to post a vacancy and the University will reconsider the applicant pool from which the successful candidate was selected in circumstances where the successful candidate rescinds their acceptance of the employment offer at any time within the 2 weeks prior to the scheduled start date.

11.01.13 In no event will an acting position be filled for more than 3 months without posting the vacancy to the attention of other employees in the work group where the vacancy exists. The vacancy shall be filled from applicants within that group using the criteria and procedures in Article 11.01.4.

11.01.14 No staff or salaried employee will ever replace an employee in the Bargaining Unit, as defined in Article 14, Wage Schedule, nor will a salaried employee be assigned on a regular basis to perform work normally performed by members of the bargaining unit or work that would cause employees under this agreement to be displaced.

11.02 *Trial Period*

The successful applicant to a posted vacancy shall be placed on probation, during which the employee shall receive familiarization and training, for a period of 3 months from the date of promotion. However, in individual cases this period may be extended up to a total of 6 months if Management shows reasonable grounds for extension. Should

Management decide to extend the trial period of a successful applicant, the Union will be given written notice of the decision and the reason(s) for it. Should the successful applicant prove to be unsatisfactory during the aforementioned probationary period, or if the employee wishes to revert after a period of 1 month, or if the Employer, the Union and the employee agree that the employee should revert, they shall be returned to their former or equivalent position and at their former rate.

11.03 A new employee or an employee who has been transferred to another position, must have served at least 6 months in that position before they are eligible for any other positions, unless by mutual consent, it is agreed to consider them for such a move.

11.04 Provided that the operation of this paragraph does not adversely affect the rights of employees under this Agreement, the Employer may engage students or other persons for summer and other temporary employment. However, any employees engaged under this clause will automatically come under the jurisdiction of the Union once the period of employment exceeds 3 months (5 months for students).

Notwithstanding the above, non-student employees engaged under this clause within Residences during the conference season (May 1st of each year to the Friday prior to Labour Day) will automatically come under the jurisdiction of the Union should their period of employment extend beyond the conference season.

11.04.1 It is not the University's intention of filling a regular full-time position with a consecutive series of temporary appointments of different persons.

11.05 Some positions within the bargaining unit are held by persons hired on a term appointment. Term appointments normally are from 3 months to 1 year in length, though such an appointment may be for a longer period under special circumstances.

11.06 Where a University employee who is a member of C.U.P.E. Local 254 or 1302 is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer their full seniority and service into the bargaining unit.

ARTICLE 12 HOURS OF WORK AND GUARANTEED WEEK

12.01 The following are maximum hours of work at straight time rates of pay and, subject to Article 10, may be construed as a guarantee of hours of work per day and per week in which an employee is required to work. This guarantee shall not apply in the event that the operations of the Employer are affected by a labour dispute.

12.02 *Normal Scheduled Hours*

12.02.1 Power Plant employees, Parking Attendants, Grounds employees and those Facilities Trades employees shall be scheduled for 5 days, 37½ hours during a period of 7 consecutive days. Such work schedules shall provide for a minimum of 1 full weekend

off every four weeks for those on rotating shift work. Hours of work including shift schedules may be arranged that are outside the specific provisions of this Article provided that it is agreed to by Departmental management, the majority of the employees affected and by the Union - Management Committee. Any such specific agreement must be reviewed at the Union-Management Committee level not less than once every 12 months.

12.02.2 When operational requirements deem it necessary to designate a shift change that will last 1 month or less, the designated employee whose shift schedule is changed shall be given 5 days' notice (120 hours) of a change in shift. Failure to give this 5 days' notice will require payment at time and one half for the first full shift so affected. When operational requirements deem it necessary to institute a shift change that will last longer than 1 month, the Employer will post a notice of that shift change to the work group and employees in that work group will have 2 working days to indicate their desire to be considered for that shift change. The Employer will then assign the shift change to the employee with the most seniority and the change in shift will take effect 3 working days after the employee has been advised. Should no employee in the work group indicate a desire to volunteer for the shift change, the shift change will be assigned to the employee with the least amount of seniority within that work group. The shift change will take effect 3 working days after the employee has been advised. Failure to give this 3 day notice will require payment at time and one half for the first full shift so affected.

12.02.3 Custodians working within Facilities and Residences, and employees in Grounds, Commuter Services, and Athletics and Recreation shall be scheduled on the basis of 37 ½ hours per week with 2 consecutive days off.

12.02.4 Caretaking Attendants shall be scheduled on the basis of up to 75 hours per pay period. Those employees normally working in excess of 30 hours per week, shall be entitled to 2 consecutive days off during each calendar week, to include a minimum of 1 full weekend off every 4 weeks. All of the above is subject to local agreement as to application.

12.02.5 Caretakers shall be scheduled on the basis of up to 75 hours per pay period.

12.03 *Work Outside Normal Scheduled Hours*

12.03.1 All hours worked in excess of those specified in paragraphs 12.02.1 and 12.02.3 above shall be paid for at the rate of 1½ times the straight time hourly rate, in each case. However, should such excess or overtime hours be worked on a Sunday, they shall be paid for at 2 times the straight time hourly rate, in each case.

12.03.2 Any employee who is entitled to paid overtime in accordance with this Article or to compensation for premium pay as set out in Article 12.03.4, or to compensation for

call-ins as provided in Article 17.01, may elect time off or a portion thereof in lieu of payment. An employee may accumulate time off up to a maximum of 1 work week at any one time. The time off will be taken at a time which is mutually convenient to the individual and the employer.

12.03.3 In computing hours of work for purposes of overtime, leave of absence with pay, bereavement leave and paid Statutory Holidays shall be considered as time worked.

12.03.4 Overtime for Caretaking Attendants and Caretakers shall be paid for hours worked in excess of 7.5 hours on a scheduled day of work or 75 hours per pay period. However, work performed on a 6th day after 5 consecutive days of work shall be paid for at time and one-half the normal hourly rate except if it should be on a Sunday, in which case it will be at double time. Work performed on the 7th day after 6 consecutive days of work shall be paid at double time.

12.03.5 The Employer will attempt to distribute the opportunity for overtime amongst those employees who would normally perform the work. The Employer will maintain lists of those employees who have indicated an interest in overtime work and will revise such lists no later than October 1st of each year.

a) The Employer will add employees who express an interest in overtime work to the bottom of the existing lists once per year, by seniority.

b) New employees who indicate an interest in overtime work will be added to the bottom of the list upon successful completion of their probationary period.

c) Copies of the lists will be posted for each major work group annually on October 1st. On a quarterly basis, the posted lists will be updated to indicate who received the most recent overtime opportunity.

d) Each Department shall develop and circulate a policy consistent with this Article. Such policies shall include a provision for maintaining a log of requests accepted or refused.

12.03.6 An employee who is scheduled to work overtime during hours other than those immediately before or after their scheduled shift (with or without a meal break) shall receive 3 hours pay at straight time or the actual hours worked at time and one-half (double time if worked on Sunday or a statutory holiday) whichever is greater.

12.03.7 Any employee who works more than two hours before or after their scheduled shift shall be entitled to a paid meal break of 30 minutes.

Rest Breaks

12.04 Every employee in the Bargaining Unit shall be allowed a 15 minute paid break in the morning and afternoon or in each half of a shift.

Overtime on Days of Rest

12.05 Employees working on other than Monday to Friday schedules will be paid at the rate of time and one-half for all hours worked on the first day of rest and double time for all hours worked on the second, third and fourth days of rest. However, should any overtime be worked on a Sunday it shall automatically be at double time.

Residences Summer Hours Schedule

12.06 From May 1ST of each year to the Friday prior to Labour Day (the conference season) in Residences, Caretaking Attendants, Caretakers and Custodians in Residences shall work in accordance with a summer schedule consistent with the current practice. The precise dates of the period above and each employee's individual schedule will be confirmed to employees and the Union 60 days prior to the implementation date. Articles 12.03.1 and 12.03.4 shall not apply during this period for the purpose of shift scheduling of employees in the above classifications.

ARTICLE 13 SPECIFIC CONDITIONS

13.01 When Management directs that an employee perform in a higher rated classification for a period of two hours or more and be expected to perform the normal duties of the higher rated classification, they will be paid at the higher rate for the full period.

13.01.1 The following exception to Article 13.01 will apply:

- A 3rd Class Engineer replacing a 2nd Class Engineer for 2 hours or more will receive 115% of the 3rd Class rate for each hour worked during that period.
- Caretakers who are performing work done by Custodians and Caretaking Attendants

13.02 *Apprenticeship*

13.02.1 The program will follow the requirements of the Apprenticeship and *Trades Apprenticeship Act* and its Regulations.

13.02.2 A steering committee comprised of equal representation from the Union and Management will be established to monitor, evaluate and manage the Apprenticeship Program.

13.02.3 The Union and the Employer will work in partnership to ensure appropriate procedures are followed and mentors are working cooperatively to foster success of the apprenticeship.

13.02.4 When an apprenticeship vacancy is created by the Employer, the procedures set out in the following clauses shall apply.

13.02.5 Notice of an apprenticeship vacancy shall be posted in accordance with the procedures

outlined in Article 11.01 of the Collective Agreement.

13.02.6 Candidates outside the Bargaining Unit will also be sought and considered provided the Board set up in Article 13.02.7 does not consider any internal employees to be suitable candidates.

13.02.7 Candidates will be interviewed and selected by the Board, with equal representation from the Union and the Facilities, and a representative of the Human Resources Department.

13.02.8 The successful candidate shall be hired under the following terms and conditions of employment:

a) The candidate is approved into the apprenticeship program by the Ministry of Training, Colleges and Universities (MTCU).

b) The incumbent will successfully complete the apprenticeship program and serve a minimum of five years in the designated trades position following the apprenticeship. Should the incumbent not complete the service requirements, they shall repay 1/3 of the costs associated with the apprenticeship paid by the Employer (excluding wages).

c) If the incumbent fails any examination, or is unable to proceed with the program due to ineligibility, or the MTCU suspends or revokes the training agreement, the apprenticeship appointment will be terminated and the incumbent will be provided with notice and severance (if applicable) in accordance with the provisions of the Ontario *Employment Standards Act, 2000,* SO 2000, c 41, as amended from time to time (hereinafter the "*Employment Standards Act*").

13.02.9 The incumbent will be paid according to the following schedules for satisfactory progress in each of their working periods as set down by the apprenticeship contract between Queen's University, the candidate and the Ministry of Training, Colleges and Universities (MTCU).

Following schedules to apply:

4 year program - Term Contracts

1st period of contract	- 55% of trade rate
2nd period	- 65%
3rd period	- 75%
4th period	- 85%

5 year program - Term Contracts

1st period of contract	- 55% of trade rate
2nd period	- 60%
3rd period	- 65%
4th period	- 75%
5th period	- 85%

13.02.10 The apprentice will start at the period and rate appropriate for the credits they have earned, if any.

13.02.11 During the periods of required school training, the incumbent will continue to earn the designated rate of pay. The university will cover the cost of tuition and books and the apprentice will cover all other costs.

13.02.12 When an employee successfully completes an apprenticeship (i.e., by passing the Province of Ontario Trade Exam for that trade), the employee shall receive the trades pay rate effective from the date the exam was written.

13.02.13 During the term of the apprenticeship, the incumbent will have access to all provisions of the collective agreement, with the exception of Article 8 for any matter covered under this Article.

ARTICLE 14 WAGE SCHEDULE

14.01.1

Year 1- Effective July 1, 2021:

Scale Increase

A scale increase of 1% will be applied to the base hourly rates outlined in Article 14.01.2 below.

Year 2 - Effective July 1, 2022:

Scale Increase

A scale increase of 1% will be applied to the base hourly rates outlined in Article 14.01.2 below.

Year 3 - Effective July 1, 2023

Scale Increase

A scale increase of 1% will be applied to the base hourly rates outlined in Article 14.01.2 below.

14.01.2 The classification and wage schedule will, effective July 1, 2021, be increased over current rates as follows:

		July 1, 2021 (1%)	July 1, 2022 (1%)	July 1, 2023 (1%)
A	Trades	36.60	36.97	37.34
	Maintenance Mechanic	32.24	32.56	32.89
	Trades Helper	30.23	30.53	30.84
	Helper	28.06	28.34	28.62
	Labourer	25.18	25.43	25.68
	Elevator Mechanic	42.82	43.25	43.68
B	Engineer 3rd Class	33.72	34.06	34.40
	Engineer 4th Class	30.23	30.53	30.84
	Helper	28.06	28.34	28.62
C	Storeskeeper	30.23	30.53	30.84
	Driver	27.24	27.51	27.79
D	Athletics Assistant Foreperson	30.23	30.53	30.84
	Athletics Attendant	28.06	28.34	28.62
	Athletics Assistant	25.80	26.06	26.32
E	Groundskeeper	29.15	29.44	29.73
	Grounds worker	25.80	26.06	26.32
F	Parking By-Law Officer	27.24	27.51	27.79
	Booth Attendant	23.85	24.09	24.33

		July 1, 2021 (1%)	July 1, 2022 (1%)	July 1, 2023 (1%)
G	Custodian	25.80	26.06	26.32
	Laundry Attendant	25.80	26.06	26.32
	Seamstress	25.80	26.06	26.32
	Caretaking Attendant	25.80	26.06	26.32

H Caretaker	July 1, 2021 (1%)	July 1, 2022 (1%)	July 1, 2023 (1%)
Less than 2 years of service	16.71	16.88	17.05
Between 2 years of service and less than 5 years of service	17.38	17.55	17.73
5 years of service or more	18.07	18.25	18.43

14.01.3 Employees in deleted classifications shall remain red-circled until the wage rate of their new classification equals their red-circled rate, at which time their new classification rate shall be adjusted in accordance with the collective agreement.

ARTICLE 15 SHIFT PREMIUM

15.01 All 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. (midnight).

15.02 All 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.

ARTICLE 16 WEEK-END PREMIUMS

16.01 All employees shall receive a premium of $1.70 per hour for all scheduled hours of work on a Sunday (i.e., not overtime).

16.02 All employees shall receive a premium of $0.65 per hour for all scheduled hours of work on Saturday (i.e., not overtime).

ARTICLE 17 CALL-IN PAY

17.01 Any employee called in to work outside their scheduled shift hours, other than those immediately after their scheduled shift (with or without a meal break), shall receive 4 hours' pay at straight time or the actual hours worked at time and one-half (double time if call-in is on Sundays or a statutory holiday), whichever is the greater.

17.02 The Employer will attempt to distribute call-ins among those employees who would normally perform the work. The department will maintain lists of those employees who have indicated an interest in call-in work. These lists will be revised at least quarterly and up-dated lists will be posted in each department. If an employee declines 3 call-in opportunities in a row, they will be removed from the list. Once removed, they can request to be re-added on the next quarterly list.

ARTICLE 18 PAID HOLIDAYS

18.01 Each employee shall be paid at their regular hourly rate for time lost by them as a result of the observance, at times designated by the Employer, of each of the following Statutory Holidays:

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

provided that they have worked their last scheduled work day prior to, and their first scheduled work day after, the day on which the Holiday is observed. Should the day of observance fall on a scheduled day off, the employer will designate an alternate day off to observe the holiday, except as otherwise provided for in Article 18.06.

18.01.1 Remembrance Day shall not be considered a Statutory Holiday but those employees who wish to attend services at Queen's or elsewhere will, on request, be allowed sufficient time to do so up to a maximum of 4 hours. An employee planning to attend such services shall give the supervisor a minimum of two weeks' notice of such plans.

18.02 Payment for the Holiday will be made, however, if the employee works during the full week immediately preceding, or the full week immediately succeeding the day on which the Holiday is observed by the Employer but is absent for one or both of the qualifying work days referred to above due to verified illness, death in their immediate family, jury duty, lack of work, or because they have received prior or subsequent permission from the Employer to be absent.

18.03 Should the day of observance of any of the Holidays enumerated above fall within the

period when an employee is absent on a paid vacation, the employee affected shall receive an extra day's vacation with pay in lieu of payment for the Statutory Holiday.

18.04 An employee who is required to work on any of the Statutory Holidays enumerated above shall, provided that they are eligible to receive payment for such a holiday, have the option of either of the following alternatives:

a) the employee's regular pay for the Statutory Holiday plus pay for the actual hours worked at 2 times the regular hourly rate.

b) the employee's regular pay for the Statutory Holiday plus pay for the actual hours worked at 1 times the regular hourly rate plus equivalent time off with pay at a mutually convenient future date. The equivalent time off will not be considered lieu time for the purpose of accumulation as per Article 12.03.2.

18.05 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), they will be paid in addition to their regular pay, time and one half for the hours worked. Should an employee be scheduled to work on one of their regular off days during this shut-down period, they will receive overtime rates as outlined in Article 12.05. Alternately, where operational requirements permit, an employee may choose to be compensated by taking the time and one half as lieu time, at a mutually convenient time to the Employer and the employee.

18.05.1 When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday the full day off will be granted.

18.05.2 When New Year's Day falls on a Thursday, Friday January 2nd will be granted as an additional day off.

18.06 Should a holiday as designated in Article 18.01 fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day, or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

ARTICLE 19 VACATIONS

19.01 Employees will be granted, each year, paid vacations on the following basis:

a) An employee's annual vacation entitlement is calculated on the basis of their years of continuous service as at January 1st of each year in accordance with the following table:

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

b) Vacation entitlement for continuing part-time appointments will be pro-rated to actual time paid.

19.02 Vacation pay shall be calculated based on an employee's regular hourly rate multiplied by the number of hours lost from work on account of vacation.

19.03 The Employer will make a sincere effort to grant vacations at times requested by the employees. Decisions will be made consistent with the operational requirements of the Department, and taking into account the employee's classification and shift. Where all requests cannot be granted, preference will be given in order of seniority.

19.04 Employees who leave the service of the Employer will receive a vacation allowance calculated in accordance with Article 19.01 (a) above for time worked since the previous January 1st less any vacation taken.

19.05 All employees will be given credit for a normal day's pay on those days on which an actual day of earned vacation is taken, up to a maximum number of earned vacation days as identified above.

19.06 Employees normally will take all their annual vacation entitlement in the year for which the vacation is intended. However, in special situations, such as a major trip or other infrequent occasion, an employee may request that all or part of their vacation be postponed and used in the following vacation year. Such a request must be made in writing prior to November 1st to the year that vacation entitlement will not be taken. An annual vacation list for appropriate groups of employees will be posted where it can be consulted easily by the employees concerned.

19.07 It is also agreed that any additional vacation entitlement or a new Statutory Holiday granted to other support staff employees beyond those provided for in this Article will automatically apply to members of this bargaining unit.

19.08 It is not the University's policy to pay employees in lieu of taking vacation time.

ARTICLE 20 LEAVE OF ABSENCE

Bereavement Leave

20.01 In the event of a death in an employee's immediate family or in the event of a death of a close relative, leave at full pay will be granted for a period of up to 5 working days. 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, spouse, partner, child, mother-in-law, father-in-law, grandparent or grandchild, the employee shall be granted leave of absence with pay of 5 working days.

20.02 Upon request at the time of the bereavement, an employee may elect to set aside one day of available bereavement leave, to be used within one year of the death, to attend a memorial service, interment or the like.

Union Leave

20.03 Leave of absence without pay may be granted by the Employer to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed 25 working days for any one individual, or 50 days for the Bargaining Unit in any calendar year. An additional 25 days is provided for steward training with the understanding that such time will not exceed 5 days for any one individual in any calendar year.

20.03.1 The Employer agrees that 2 employees will be granted leave of absence with pay for 5 working days each to attend the Biennial National Convention of the Canadian Union of Public Employees.

20.03.2 Requests for leave under this clause will be directed through the Human Resources Department. The Union will endeavour to request such leave with as much advance notice as is practicable, normally at least 10 working days in advance.

20.03.3 The University will continue to pay the employee provided they have been scheduled to work, when on an approved leave of absence for Union business. The University will bill the Union in order to recover the cost of the employee's salary during the period of leave of absence. Such billing shall be done within 30 days of the employee's return to work. The Union shall forward payment within 30 days of receipt of the billing.

20.03.4 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority for up to a period of 1 year in the case of selection and up to 2 years in the case of election.

20.03.5 The 4 employees who are members of the Union's bargaining committee shall each be given 3 days or 6 half days of time off with pay to prepare the Union's proposals for collective bargaining.

20.03.6 Where the negotiation of additional terms of the Collective Agreement or a Letter of Understanding is to be deferred to joint committee work during the term of the Collective Agreement pursuant to an agreement at negotiations, the Union committee members involved will be granted the time during working hours to prepare their proposal. It is understood that the extent of such paid time shall be subject to the mutual agreement of the parties.

Emergency Leave

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

Moving

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

Jury and/or Witness Duty

20.06 Employees shall suffer no loss in wages while serving as subpoenaed witnesses or for jury duty during regular working hours. The Employer shall not deduct any payments that might be received for carrying out such duties. In the case of serving as a subpoenaed witness, the employee is expected to report for work if there are 3 or more hours remaining on their shift.

Tuition Assistance Program

20.07 Continuing employees covered by this Collective Agreement are covered by the University's Tuition Assistance Program as described in Appendix F.

FAMILY LEAVE

Supported Pregnancy leave

General

Supported Pregnancy Leave constitutes Pregnancy Leave for the purposes of the *Employment Standards Act* entitlement to Pregnancy Leave.

Supported Pregnancy Leave in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 20.08.1 for up to 10 weeks.

20.08 Supported Pregnancy leave is a leave from work of up to 10 weeks with top-up as outlined below. To qualify for Supported Pregnancy Leave, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer and be in receipt of EI maternity benefits. Eligible employees will receive the top-up provisions specified below with the understanding that the employee is expected to work for the University for at least 6 months following the date of their return from their Supported Pregnancy Leave (including additional leave such as Unsupported Pregnancy Leave, parental leave or a leave of absence without pay after their Supported Pregnancy Leave).

20.08.1 Leave allowance as follows:

a) (Week 1): A payment equivalent to 100% of the employee’s normal basic earnings for the first week of the Supported Pregnancy Leave;

b) (Weeks 2 to 10): For the next 9 weeks of the Supported Pregnancy Leave, the employee will receive from the University, a payment equal to the difference

between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee is expected to receive if they qualify for EI benefits;

c) An employee who has received Supported Pregnancy Leave shall also be granted up to 7 weeks of Unsupported Pregnancy Leave and may apply for Standard Parental Leave or Extended Parental Leave with or without top-up in accordance with Articles 20.10.1 or 20.11.

d) In circumstances where an employee is eligible for both Supported Pregnancy Leave *and* Supported Parental Leave, Supported Parental Leave top-up payments will be advanced and will commence immediately following the conclusion of Supported Pregnancy Leave top-up payments to avoid an interruption of top-up payments. The University will calculate the total weekly top-up amount and pay it based on the University's regular bi-weekly pay dates. Such top-up payments will commence no later than the first applicable pay date that follows the employee providing the University with proof that they are receiving EI benefits and will conclude no later than the first payroll date that follows the fifteenth week of the employee's Supported Parental Leave.

20.08.2 During the period of the Supported Pregnancy Leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.

20.08.3 Supported Pregnancy Leave may be initiated by the employee at any time within 12 weeks of the expected delivery date.

20.08.4 Both seniority and vacation entitlement continue to accrue while the employee is on Supported Pregnancy Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of the Supported Pregnancy Leave.

20.08.5 Unusual pregnancy or birth situations may occur where the normal application of this Article may be inappropriate. Such special cases should be reviewed with the Employee and Labour Relations Unit of Human Resources.

20.08.6 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

20.08.7 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for Supported Pregnancy Leave including the date the leave will commence and the expected date of return to work.

20.08.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.

20.08.9 An employee who does not meet the eligibility requirements for Supported Pregnancy Leave may still meet the criteria for Unsupported Pregnancy Leave. All top-up payments made under this policy must be in accordance with Service Canada Regulations.

Unsupported Pregnancy Leave

20.09 In accordance with the *Employment Standards Act*, employees who have accrued at least 13 weeks of continuous service preceding their estimated date of delivery are entitled to an Unsupported Pregnancy Leave.

20.09.1 Upon written request to the Department Head or their designate, Unsupported Pregnancy Leave of up to 17 weeks duration shall be granted to the employee.

20.09.2 An employee may begin their Unsupported Pregnancy Leave up to 17 weeks before the expected date of delivery. Any period of leave beyond this 17 weeks is also without pay and falls under the provisions of Unsupported Parental Leave or Leave of Absence without pay.

20.09.3 During the period of Unsupported Pregnancy Leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.

20.09.4 Both seniority and vacation entitlement continue to accrue while the employee is on Unsupported Pregnancy Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of the Unsupported Pregnancy Leave.

20.09.5 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

20.09.6 An employee who does not meet the eligibility requirements for Unsupported Pregnancy Leave shall be granted upon written request a Leave of Absence Without Pay.

20.09.7 Employees eligible for Unsupported Pregnancy Leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

20.09.8 At least one month in advance of delivery, the employee should make written application to the Department Head, or designate, for Unsupported Pregnancy Leave including the date the leave will commence and the expected date of return to work. At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.

Supported Parental Leave
20.10

General

Supported Parental Leave constitutes Parental Leave for the purposes of the *Employment Standards Act* entitlement to Parental Leave.

Supported Parental Leave in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 20.10.1 for up to 15 weeks.

Definitions:

Standard Parental Leave: a leave of absence from work of up to 35 weeks if the employee took Pregnancy Leave or up to 37 weeks if the employee did not take Pregnancy Leave.

Extended Parental Leave: a leave of absence from work of up to 61 weeks if the employee took a Pregnancy Leave or up to 63 weeks if the employee did not take Pregnancy Leave.

Supported Parental Leave is a leave from work of up to 15 weeks with top-up as specified below. To qualify for supported parental leave, an employee must have been employed continuously for one year or more, hold a current appointment of a year's duration or longer and be in receipt of parental EI benefits. The Supported Parental Leave must be taken in accordance with EI regulations. The maximum duration of the Supported Parental Leave shall be 15 weeks. An employee who takes Supported Parental Leave is subject to the same rights and obligations as those granted for Supported Pregnancy Leave with the following amendments:

20.10.1 Payment for Week 1 shall be dependent on whether the employee is required to serve a waiting period under El regulations. If the employee is required to serve a waiting period of one week (a)(i)below will result. If the employee is not required to serve a waiting period, (a)(ii) below will result.

(a) (Week 1)

i) A payment equivalent to 100% of the employee's normal basic earnings for the first week of the parental leave;

or

ii) the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

(b) (Weeks 2 to 15)

For the next 14 weeks of the parental leave, the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance parental benefit calculated for a Standard Parental Leave, regardless of whether the employee elected a Standard Parental Leave or an Extended Parental Leave.

20.10.2 Under the *Employment Standards Act*, Supported Parental Leave with pay falls under the provisions of Parental Leave and therefore a further period of leave without pay may be available to parents. Any period of leave beyond that shall fall under the provisions of the Leave of Absence without Pay.

20.10.3 Where both parents are employees of the University either or both may be eligible for the Supported Parental Leave top-up payments under Article 20.

20.10.4 If an employee is eligible for Supported Pregnancy Leave *and* Supported Parental Leave the total combined number of weeks for which they are eligible to receive top-up payments shall not exceed 25 weeks. In all other cases, the maximum for the period for which an employee can be eligible to receive Supported Parental Leave top-up payments shall not exceed 15 weeks.

20.10.5 An employee who does not meet the eligibility requirements for Supported Parental Leave may still meet criteria for an Unsupported Parental Leave.

20.10.6 The employee should make written application to the Department Head, or designate, for Supported Parental Leave at least one month in advance of the date of the child's birth or when the child is expected to come into the care, custody and control of the parent for the first time. Written notice should include the expected date the leave is to commence and expected date of return to work.

20.10.7 In cases where the exact date of the child's arrival is unknown, the employee should keep their Department Head or their designate advised of the proceedings.

20.10.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return. In cases where the parental leave is an extension of the employee's pregnancy leave, the notice should take place at the same time as the application for pregnancy leave.

20.10.9 During the period of the Supported Parental Leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the full term of the leave.

20.10.10 Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

20.10.11 Both seniority and vacation entitlement continue to accrue while the employee is on Supported Parental Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked. With the permission of the Department Head, this time may be added on to the end of the Supported Parental Leave.

20.10.12 Eligible employees will receive the top-up and benefits provisions specified above on the understanding that the employee is expected to work for the University for at least 6 months following the date of their return from Supported Parental Leave (including any additional unsupported leave).

20.10.13 All top-up payments under this Article must be in accordance with Employment Insurance regulations and this collective agreement.

Unsupported Parental Leave

20.11 An employee who has been employed with Queen's University for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time (e.g., adoption), is entitled to an Unsupported Parental Leave of up to 63 weeks.

20.11.1 Both parents will be eligible to take Unsupported 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 their own.

20.11.2 Where both parents are employees of the University, both parents may take Unsupported Parental Leave at the same time.

20.11.3 Unsupported Parental Leave must begin no later than 78 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends. For partners and adoptive parents, parental leave must commence no later than 78 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

20.11.4 The amount of Unsupported Parental Leave available to an employee will change if the employee has taken a Supported Parental Leave as this type of leave falls under the umbrella of parental leave as outlined in the *Employment Standards Act.*

20.11.5 During the period of the Unsupported Parental Leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay their share of the costs of the benefit plans in which they are enrolled during the

full term of the leave. Upon return to work the employee is to return to their previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary. Both seniority and vacation entitlement continue to accrue while the employee is on Unsupported Parental Leave. Upon return to work the employee will be entitled to the same amount of vacation days as if they had worked.

20.11.6 With the permission of the Department Head, this time may be added on to the end of the Unsupported Parental Leave. Employees eligible for unsupported parental leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

20.11.7 An employee shall provide their Department Head, or designate, with as much advance notice as possible of the request for Unsupported Parental Leave. In cases where the parental leave is an extension of the employee's pregnancy leave, the notice should take place at the same time as the application for pregnancy leave. At least one month prior to the leave, an employee should give written notice of request for parental leave to their Department Head or designate including the date the leave is to commence and the expected date of return to work.

20.11.8 At least one month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return. Should the employee wish to change the date of their return to work, at least one month's written notice to the Department Head or designate is required.

Self-Funded Leave Plan

20.12 See Appendix D for description.

Voting Day

20.13 In federal elections the normal hours during which polls are open are 9 a.m. to 8 p.m. Statutes require that citizens who are eligible to vote have 4 consecutive hours during this time period in which to cast their ballots. In provincial and municipal elections the required time to be available for voting is 3 hours. If these requirements make it necessary to allow employees to leave work early an advance announcement will be placed on the *Queen's News* website.

General

20.14 A Department Head may agree to an employee's request for one or more days of leave of absence without pay, subject not only to the merits of the employee's case but also to the operational needs of the Department.

20.14.1 A special extended leave of absence without pay may be granted in unusual circumstances. The Department Head should discuss any such request with the Human

Resources Department before making a decision. The employee does not accumulate credit for vacation entitlement during such leave. In some cases, the employee can make arrangements in advance through the Human Resources Department for continuation of some benefit plan coverages.

Elections

20.15 Employees who are candidates in a provincial or federal election will, on request to their Department Head, be granted leave of absence without pay during the campaign period and, if elected, during 1 term in office. If elected for a second term or appointed to a cabinet post, the staff member is expected to resign. Candidates and those elected for civic or school board posts also must make the necessary arrangements with the appropriate Department Head for the time required as leave of absence without pay.

Reservist Leave

20.16 An employee who is a military reservist is entitled to take a leave of absence without pay if they are deployed to a Canadian Forces operation outside Canada or to a domestic Canadian Forces 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).

20.16.01 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.

20.16.02 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 their probationary period.

ARTICLE 21 SICK LEAVE

21.01 Employees covered by this Collective Agreement who have completed their first three (3) months of employment 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.

21.01.1 The maximum period covered will be 6 months of continuous absence. Records of absence will be kept by the Employer.

21.01.2 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 first three (3) months of employment shall not exceed a total of 3 working days.

21.02 An employee who falls sick prior to an announced date of 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.

21.03 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.

21.04 An employee may, with prior warning, be required to provide a certificate from a relevant regulated health care provider certifying that the employee is medically unable to carry out normal duties due to illness. The Employer is prepared to cover the cost of the required certificate from a relevant regulated health care provider up to a maximum of $25.00 per certificate.

21.05 An employee shall notify their non-union supervisor or designate as soon as possible on the first day of their 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 non-union supervisor or designate at reasonable intervals.

21.06 Employees are expected to notify their non-union supervisor as early as possible of their expected date of return to work.

21.07 Employees may be requested to provide the Employer with a note from a relevant regulated health care provider certifying that the employee has been in the care of a relevant regulated health care provider 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.

21.07.01 The Employer is prepared to cover the cost of the required note from a relevant regulated health care provider certifying said information up to a maximum of $50.00 per note.

21.08 If, during an employee's vacation, a serious illness or accident requiring hospitalization or confinement to bed for a period of 5 days or more should occur, and which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provided acceptable proof of entitlement to leave under Article 20.01 (Bereavement Leave), such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

ARTICLE 22 STAFF BENEFIT PLANS

22.01 The University maintains the master contracts or plan texts. The Union will be provided with a copy of either upon request. The Employer shall continue to make available to the employees the plans as outlined in the Queen's University Summary of Staff Benefits. This shall include Long Term Disability Insurance, Life Insurance, Semi-Private Hospital, and Supplementary Medical. These plans shall be in accordance with the policies and regulations as laid down by the Employer. Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of costs of these plans paid by the University as outlined in the Summary of Staff Benefits for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

a) **Long Term Disability Income Plan** (100% paid by Employee)

(i) Any new full-time continuing employees in C.U.P.E. Local 229 will be required, unless otherwise adequately covered, to enroll in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member in C.U.P.E. Local 229 is placed on LTD their position will be held for a period of up to 3 years.

(ii) Employees age 65 and over are not eligible for coverage under this plan, so employees are not required to remain enrolled in the LTD plan 6 months prior to their 65th birthday.

(iii) The Union will be notified by the Employer when LTD application documents have been sent to an employee.

b) **Group Life Insurance** (55% paid by Employer and 45% paid by Employee).

c) **Queen's Supplementary Medical Plan:** The Supplementary Medical Plan includes a Vision Care Benefit with a maximum limit $300.00 per eligible person every 2 years. The Employer will pay 100% of the premium of the Supplementary Medical Plan.

Dental Plan

22.02 The Employer will continue to make available on a compulsory basis to all eligible employees who are not covered on an alternate plan, a dental plan as described in Appendix E. Effective July 1, 2011 the Employer agrees to pay 100% of the Dental plan premium at current ODA rates minus one year.

ARTICLE 23 BULLETIN BOARDS

23.01 The Union shall be permitted the use of authorized Bulletin Boards for the posting of notices concerning meetings of the Union and other Union business. The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, or any

other kind of literature on the Employer's property, except as provided above.

ARTICLE 24 WORK CLOTHING

24.01 For Facilities and Residence Operations employees the University agrees to provide 4 sets (shirts and trousers) during each contract year. The University will develop a listing of other clothing choices of equivalent value from which employees may choose substitutes to the items listed above. The Employer will specify colour, style and design of the clothing. Employees who receive such work clothing will wear that clothing while at work. Grounds employees (Group E) shall have the option of receiving a parka once per calendar year.

24.02 Each contract year the Employer will supply Athletics and Recreation staff, as set out in Article 14.01, group D, with work clothing, the maximum cost of which shall be $200.00. Upon request, the University will provide the employee with a written record as to the cost of each item supplied. If the total cost of the clothing supplied by the University is less than $200.00 employees may make up the difference by selecting items from among those sold by the Athletics and Recreation Department. The Employer will specify colour, style and design of the clothing. Employees who receive such work clothing will wear that clothing while at work.

24.03 In addition, work gloves, rain wear (including rubber boots), and coveralls will be provided on the job site to be worn by employees when required.

24.03.1 In Facilities and Residences, when a work clothing contract between the Employer and vendor is up for renewal, a joint committee will be established to discuss and set quality standards, review vendor proposals, and recommend a preferred vendor.

ARTICLE 25 HEALTH AND SAFETY

25.01 The University is subject to the provisions of the *Occupational Health and Safety Act* and its regulations which are applicable to Ontario Universities, including that provision which calls for a union representative on the University Joint Health and Safety Committee. It is agreed that the Employer 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.

25.02 Employees who have been instructed by the Employer to wear safety footwear will receive, on the presentation of a receipt, up to $200 per calendar year toward the purchase of a pair of approved safety footwear.

25.02.1 If an employee voluntarily purchases approved safety footwear, the University agrees to pay on the presentation of a receipt, up to $50 per calendar year toward the purchase of a pair of such footwear. Upon receiving such a payment the Employee will not be eligible for any other safety footwear payments offered by the Employer.

25.02.3 Employees who have received money for safety footwear will be required to wear this footwear on the job.

25.02.4 The University also agrees to pay $25 to an employee who buys safety lenses in their prescription glasses. This will apply on original purchase and on replacement.

25.03 The University will provide the employee and the Union with a copy of all forms completed as required in relation to a claim for benefits under the *Workplace Safety and Insurance Act, 1997*, SO 1997, c 16, Sch. A, as amended from time to time (hereinafter, the "*Workplace Safety and Insurance Act*").

25.04 **Domestic Violence:** The University acknowledges its obligation pursuant to the new Domestic Violence provisions under 32.0.4 of the *Occupational Health and Safety Act*.

ARTICLE 26 CONTRACTING OUT, TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

26.01 The Employer agrees that before work currently performed by members of this Bargaining Unit is contracted out, discussions will be held 60 days in advance with the Union to provide adequate opportunity for discussion, input and suggestions.

26.01.1 Construction work, however, will be assigned to University employees only when it is impractical to contract such work out.

26.01.2 No employee will suffer a reduction of hours or be laid off because of contracting out.

26.02 The Employer will notify the Union at least 6 months before the introduction of any major technological change which will change the duties and classification of any employee.

26.02.1 The Employer will report to the Union/Management Committee as soon as possible, but not later than 3 months after the notice being given, on the specific steps which will be taken to protect the employee concerned.

26.03 The Employer will notify the Union at least 3 months before the introduction of any organizational or operational change which will change the classification of any employee. Where the change involves a work assignment lasting 6 months or more but which will not result in a change in classification, a notice of 10 working days will be given to the Union and to the individual involved.

26.03.1 The Employer will report to the Union/Management Committee the specific steps which will be taken to protect the employees concerned from any adverse effects of the changes at least 2 months prior to any of the changes being incorporated.

26.04 Should technological, organizational or operational change make it necessary for an employee to acquire additional or greater skills to perform the duties of their position

or a new position created by the changes covered in Article 26.02 and 26.03 the affected employee will receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere up to 1 week in length at the expense of the Employer.

26.05 An employee who is displaced from their regular position because of technological, organizational or operational change will suffer no reduction in their regular wage rate and will remain employed in a position covered by this Collective Agreement. The employee who is displaced will be considered automatically before posting any vacancy at the same wage rate or at the next lower wage rate if the employee has the required minimum qualifications for the vacant position. The employee shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position at the same wage rate or at the next lower wage rate for which they are qualified.

ARTICLE 27 TOOLS, EQUIPMENT AND ALLOWANCES

27.01 It is recognized that certain Tradespersons do use their own tools and equipment in the course of carrying out their normal duties and responsibilities. Such tools and equipment will be replaced by the University in the event of loss while on University property, or where required as a result of fair wear or normal deterioration.

27.02 *Professional and License Fees*

The Employer shall reimburse employees for the renewal of Trade Licenses required in the performance of their duties.

ARTICLE 28 ABSENCE FOR UNION DUTIES

28.01 The Employer recognizes the role of elected Union officials in labour management relations and shall not discriminate against them.

28.02 The Union recognizes that elected Union officials have duties to perform for the Employer and that the Union officials will not absent themselves from such duties unreasonably to attend to Union duties as outlined by the terms of this agreement. Union officials shall provide a minimum of 3 days written notice, where possible, to their non-union supervisor when requesting leave to attend to such union duties.

28.03 In consideration of this acknowledgement and undertaking, the Employer agrees that Union officers will not suffer a loss in pay for time spent in carrying out their normal functions as outlined in this agreement, as well as the following:

28.03.1 The Employer agrees to recognize and deal with a Union Grievance Committee of not more than 3 employees including the Local Union President.

28.03.2 The Employer agrees to recognize and deal with a return to work representative as designated by the union.

28.03.3 The Employer acknowledges the right of the Union to elect or otherwise appoint up to 15 Union Stewards, including the Chief Steward for the purpose of assisting employees in the presenting of grievances to the Employer as set forth in this agreement.

28.03.4 It is understood and agreed that a Steward or a Grievance Committee member has their duties to perform for the Employer and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, they shall not leave their work without first requesting leave from their non-union supervisor or designate which shall not be unreasonably withheld. The Steward or Grievance Committee member shall report back to their non-union supervisor or designate upon returning to work.

28.03.5 Any Union Steward or Grievance Committee member dealing with a grievance arising out of this Agreement, and not in their own department, shall request permission from the non-union supervisor or designate in that department before contacting any employee therein regarding a complaint or grievance. Such permission shall not be unreasonably denied.

28.03.6 Union officials asked to serve on University committees or asked to attend meetings with University administration, not otherwise covered by this Collective Agreement, will normally be granted, subject to operational demands, leave with pay for the meeting time. Union officials shall report back to their non-union supervisor or designate when the committee meeting is ended.

28.03.7 All requests for paid leave shall be submitted to the Employer as much in advance as possible.

28.03.8 No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be facilitated, the Union shall keep the Employer informed at all times as to the names of its officials, and stewards and members who may be appointed or elected from time to time, to any committee or to the position of a local Union representative.

28.03.9 Leave with pay granted under this Article shall not extend beyond normal working hours.

ARTICLE 29 UNION MANAGEMENT COMMITTEE

29.01 It is agreed that a Committee will be established of 5 regular members each from Union and Management which shall meet monthly to discuss matters of mutual concern with the objective of promoting and improving the performance of the operations in which

they are engaged.

29.02 Agendas of matters for discussion will be exchanged by the Union and the Employer at least 5 working days prior to the meeting.

29.03 Both parties will have the right to invite guests to meetings as required who can contribute constructively to items on the agenda.

29.04 This Committee shall not have the power to add to, amend or delete any part of the Collective Agreement.

ARTICLE 30 DISCIPLINE

30.01 Prior to attending a meeting with the Employer at which discipline related to performance or misconduct and involving a written warning or suspension may be imposed, an employee is entitled to be notified of the nature of the problem which may result in such action and that they must be accompanied by a Union representative at that meeting. In the matter of a discharge, the employee shall be accompanied by a Union representative and the Union shall be notified of the time and date of such a meeting by the Employer. A copy of any written warning or notice of suspension or discharge shall be forwarded to the Union.

30.02 A disciplinary notation from an employee's record shall not be used against this person more than 2 years after the date of issue.

30.03 Upon written request to the Director, Employee and Labour Relations from the affected employee, a disciplinary notation will be removed from the employee's file on the expiration of the 2 year period.

ARTICLE 31 TERM OF AGREEMENT

31.01 The Agreement shall continue in force and effect from July 1, 2021 until June 30, 2024. Either party to this Agreement, may, not more than 90 days and not less than 30 days prior to June 30, 2024 present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement, and a conference shall be held within 20 days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by June 30, 2024 this Agreement and all its terms with the exception of Article 9 will continue in force and effect until a new Agreement is reached.

APPENDIX A

LAYOFF PROCEDURE

When it is determined by the University that bargaining unit employees must be laid off the following principles and procedures will be applied.

Basic Principles

In the event of a layoff, the Employer shall notify the Union of such layoff 14 days in advance of the required notice to employees. It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

The parties will convene a special meeting of the Union/Management Committee to discuss the effect of the layoff on the bargaining unit.

The Employer shall provide written notice of layoff to employees affected at least 3 months prior to the effective date of the layoff, or pay in lieu thereof. In the event of a disaster, the above notice or pay in lieu thereof shall be restricted to 10 days.

In the event of a layoff it is agreed that employees shall be laid off in the reverse order of their seniority in accordance with the Procedures outlined below:

The University shall designate the department and classification or trade in which a layoff will occur. An employee with a continuing appointment shall not be declared surplus where there exists an employee with a term appointment in the same classification or trade within a Department. In addition, an employee in a Custodian and/or Caretaking Attendant classification will not be declared surplus where there exists an employee within the same department in the Caretaker classification.

In any layoff, the affected employee shall elect one of the following options within 10 business days from the notice of layoff:

A. Exercise their right to displace (bump) a more junior employee provided the following conditions are met:

    i) The affected employee is qualified to perform the work of the employee they are displacing;

    ii) The more junior employee is at the same or lower wage rate within the bargaining unit.

B. Cease employment with the University at the conclusion of the notice period and elect enhanced severance pay pursuant to Appendix B, Chart B; or,

C. Maintain recall rights for up to 24 months from the conclusion of the notice period.

i) If the employee is not recalled within 24 months from the conclusion of the notice period, they will receive severance pay pursuant to Appendix B, Chart A.

ii) The laid off employee may waive their recall rights at any time following the conclusion of the notice period and receive severance pay pursuant to Appendix B, Chart A.

Employees shall be recalled in order of their seniority provided that they are qualified to perform the available work.

A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained their seniority and is available and qualified to perform the work.

APPENDIX B - WEEKS OF SEVERANCE PAY ALLOWANCE

	Chart A	Chart B
Continuous Years of Service at the conclusion of the notice period (years)	**Severance Pay (weeks)**	**Enhanced Severance Pay Effective at the conclusion of the notice period (weeks)**
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**

APPENDIX C - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

C.U.P.E. Local 229 shall elect or appoint its representative to the joint E.F.A.P. administrative committee, established by the University, for the purposes of implementing and monitoring an Employee and Family Assistance Program.

APPENDIX D - SELF-FUNDED LEAVE PLAN

General

1. Recent amendments to the *Income Tax Act* have allowed Queen's to establish a plan which will provide tax relief to Employees who wish to self-fund a leave of absence.

2. This document describes the general terms, and administration of a self-funded leave 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 document or in the formal agreement with the Employee, conflicts with the *Income Tax Act* or any other legislation, that legislation shall take precedence.

3. The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the Queen's University Staff policies, or the Collective Agreements between the University and its Bargaining Units.

4. 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 into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid 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 their 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% is used to illustrate how the program works.) The Employee has many options for the deferred amount and the length of the leave. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions.*

5. 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 4 years instead of 100% salary for 3 years, the Employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

Terms and Conditions

1. 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.

2. Deferral of salary may not exceed 33.33% 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 individual's personal tax return for that year even though they have not received payment. The amount of interest earned will be reported to the Employee on a T5 form each year.

3. The leave must be at least 6 months, and no longer than 1 year. The leave must start within 6 years of the date of the first deferral.

4. During the years that an Employee is participating in the self-funded leave plan, CPP must be based on actual earnings and EI on nominal 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 their 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 pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay their share of the premiums for their chosen benefit coverage.

5. 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 3 years.

6. During the leave, the individual may not be employed by the University in any capacity, even if that employment is casual and unrelated to their normal duties.

7. It is expected that an individual will continue to be committed to their plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan prior to taking their leave of absence, provided that they notify 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.

Eligibility

1. The plan is available to all Union and Non-Union support staff with a continuing appointment with the University.

Application Process

1. Initial approval 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.

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 service credit will continue to accrue during the time spent on leave. If an individual 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 their leave, they may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on pregnancy leave and experience a smaller accumulation amount in their account, or they 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 themselves 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 member did not formerly possess as an employee of the University.

7. 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 Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources.

Regulations governing this plan are available on request.

This plan remains in effect from July 1, 2018 until June 30, 2021.

APPENDIX E - DENTAL PLAN

A dental plan will be in effect for all eligible employees and dependents. This includes employees who are either full-time, part-time with continuing appointments, term appointments of more than 1 year, or a Reduced Period of Responsibility appointment. Eligible dependents include spouse and children under 21, or under age 25 if in school.

The following are covered under the plan:

- oral examinations (1 per 6 months)
- dental X-rays (bitewings twice per year, full mouth once per 24 months)
- scaling and polishing (2 per year)
- fluoride treatment and oral hygiene instructions (once per 6 months)
- space maintainers for children under 13
- pit and fissure sealants for children (ages 6 to 16)
- amalgam, silicate, acrylic or composite fillings
- retentive pins and cement restorations
- stainless steel and polycarbonate crowns for children under 13
- minor surgical extractions and miscellaneous surgical procedures
- anaesthesia and sedative dressings
- endontic services (root canal therapy)
- periodontal services (treatment of gum disease)
- denture adjustments, repairs, relining and rebasing

The above plan includes major restorative coverage at 75% co-insurance, with an annual maximum of $3,000.00 per person. Details regarding the procedures that are included in the major restorative coverage will be available in Human Resources.

The above plan includes orthodontic coverage at 50% co-insurance with a lifetime maximum of $2,000.00 per person. Coverage does not apply to dependent children under the age of 6.

APPENDIX F - TUITION ASSISTANCE PROGRAM

Policy

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 2 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.

Procedures

Educational Development Fund (Queen's credit courses)

Eligibility

Within the limits defined by this policy, all eligible Queens' University employees are entitled to have the payment of tuition fees for Queen's credit courses waived at the time of registration. Eligibility for tuition payment waiver will commence **after 1 year of continuous employment at Queen's University.** Generally, eligibility includes:

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more;
- members of C.U.P.E. Local 229, 254 and 1302;
- other employees (e.g., librarians, archivists) with continuing and term appointments of 40% time or more;
- academic and adjunct staff as defined in Article 13 of the QUFA collective agreement with appointment of 40% time or more.

Individuals employed on contracts who are not considered as part of the general staff (e.g., post doctoral fellows, visiting researchers and scholars, undergraduate and graduate students, academic assistants and instructors, adjunct academic staff, and casual staff) are **not** eligible for tuition payment waiver under this policy.

Certain units occupying space on the campus of Queen's University are **not** subject to this policy. For a current listing of affiliated organizations, please refer to the Human Resources website (www.queensu.ca/humanresources). The individuals employed by these organizations are **not** Queen's employees.

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 5 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 60% of the dollar value of 5 full-credit undergraduate Arts & Science courses.

Fees for students in a graduate degree program are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to 5 years of continuous registration for a master's degree program and 7 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 (continuing and term) may have a maximum of 3 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.

For contract employees, time taken for courses during normal working hours (to the maximum of 3 hours per week) shall be made up at times agreeable to the P.I., unless this requirement is waived by the P.I. (e.g., because the course is directly job-related).

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 5 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, they will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their 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 their record. The employee will not be required to pay any course fees for dropped or failed courses unless their 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 their record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrollment

- In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver form. This can be obtained from Human Resources.
- The same application/registration procedure is required of employees as for any other student.
- Obtain the application/registration materials from the appropriate Faculty office.
- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form.
- Early application/registration is advisable.

Questions about registration requirements should be directed to the appropriate Faculty office.

Exclusions

Student Activity Fees, Admission Fees, Late Registration Fees, material, lab, administration or any other ancillary fees are **not** covered under this policy and payment of such fees are the responsibility of the employee.

Employees in graduate courses will be assessed activity fees by the Society of Graduate and Professional Students. Opting out on payment of these fees is the responsibility of the employee. These fees are not covered under this policy.

Other

All admission and registration requirements are the same as those for regular students. In addition, staff 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 Human Resources.

Professional Development Fund

Eligibility

All eligible Queen's University 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 their 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 per year, in 1 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 by the following deadlines.

- Fall term courses - September 30th
- Winter term courses - January 31st
- Spring term courses - May 31st

The Learning and Development Specialist 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.

APPENDIX G - CHILD CARE BENEFIT PLAN

Eligibility:

An employee as defined in Item 1 below, who has dependent children under the age of 7, is eligible for reimbursement under the child care benefit plan.

1. A member of CUPE Local 229 who has been continuously employed for at least 1 year and who holds a current continuing appointment, a current continuing term appointment or a current term appointment, or is on a leave from one of those appointments in accordance with Articles 20.08, 20.09, 20.10 or 20.11 or is in receipt of Long Term Disability or Workers' Compensation benefits.

Plan:

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.
- The maximum half-day reimbursement will be $15.00 per day. A half day is defined as a minimum of 4 hours and less than 6 hours or where the parent is being charged a half day rate by the child care facility.
- The maximum full day reimbursement will be $30.00 per day. A full day rate is defined as a minimum of 6 hours or where the parent is being charged a full day rate by the childcare facility.
- If a monthly rate was paid, maximum reimbursement for half-day attendance will be $330.00 or full day attendance will be $660.00.
- Reimbursement will be made only for the childcare expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- Reimbursement will only be made if the childcare costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care.
- If an employee as defined in Item 1 dies while in service to the University their child or children are eligible for coverage under this plan. The payment under this plan will be made to the surviving parent or legal guardian of the child or children for the period the child or children meet the requirements outlined in 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 1 claim per child will be reimbursed by the University.

- The plan maximum of $3,000.00 per child will be provided only once per calendar year. Any amount payable under this plan will be pro-rated based on the employee's appointment if it is less than fulltime (e.g. 80% time appointment, 80% of $3,000.00). There is no carry-over provision if the $3,000.00 is not used per year.
- Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 229 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
- Eligible dependent children are natural, step, common-law, adopted children, or wards under the age of 7.
- This is a taxable benefit.
- This plan does not cover School Age programs provided by childcare facilities.
- The nominal value of the fund established for this plan is $40,000.00. 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 (CUPE Local 229) as requested by the President or designate, CUPE Local 229 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.
- The Union will be responsible for administering the Appeal Process.

APPENDIX H - TUITION SUPPORT PLAN

Eligibility:

An employee as defined in Item 1 below, who has a spouse/partner and any dependent children (under the age of 25 years), is eligible for tuition support payments through this plan:

1. A member of CUPE Local 229 who has been continuously employed for at least 1 year and who holds a current continuing appointment, a current continuing term appointment or a current term appointment, or is on a leave from one of those appointments in accordance with Articles 20.08, 20.09, 20.10 or 20.11, or is in receipt of Long Term Disability or Workers' Compensation benefits.

Plan:

A. 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 $4,000 per academic year, per student. If a student has fulltime, student status the benefit will not be prorated based on course load. In the case of students in a part-time program, the payment will be pro-rated to the number of courses required for the full-time programs at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of $4,000.00).

B. To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.

C. If an employee as defined in Item 1 dies while in service to the University their spouse is eligible for this benefit for the first 5 years following the death of the member and their dependent children are eligible as defined below.

D. Allowances will be made in two instalments. An initial instalment will be made upon confirmation of registration for the fall term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed $2,000.00 per student. A second and final instalment will be made upon confirmation of registration for the winter term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed $2,000.00 per student. Students will be required to provide proof of continuing academic standing at their institution for all academic terms.

E. Students who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first instalment (to a maximum of $2,000.00) 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 $2,000.00), to be paid

during the next Queen's fall term. These applications should be submitted manually by contacting Human Resources directly.

F. Claimants will provide any and all documentation as required to administer this plan.

G. 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 1 claim per dependent child will be reimbursed by the University.

H. 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. All documentation must be received by the Office of the University Registrar by November 30 for the fall term and by March 31 for the winter term.

I. Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 229 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.

J. This is a taxable benefit.

K. The nominal value of the fund established for this plan is $90,000.00. Effective July 1, 2011 the nominal value of the fund established for this plan will increase to $120,000.00. 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 Support Plan (CUPE Local 229) as requested by the President or the designate, CUPE Local 229 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.

L. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

M. The Union will be responsible for administering the Appeal Process

Definitions:

- **Dependent children:** natural, step, common law, adopted children or wards under the age of 25 prior to September 1st in the year of application will be eligible to apply for fall and winter reimbursement.
- **Spouse/partner:** a legal spouse, or common law spouse or partner.
- **Fall term:** this period covers May through December; courses taken during this period are combined and shall not exceed the maximum allowance of $2,000.00 per student.

- **Winter term:** this period covers January through April; courses taken during this period shall not exceed the maximum allowance of $2,000.00 per student.
- **Full-time Student Status:** full time status as defined by the attending institution.
- **Prorated Allowance (available funds):** Payment is prorated among the number of applications and available funds.
- **Prorated Allowance (course load):** Is payment made for students in a part-time program; percentage of course load is determined by the attending institution. (e.g. 80% course load = 80% of allowance).
- **Prorated Allowance (employees who work less than full-time):** Payment is prorated to reflect the same percentage as time worked. (e.g. 80% time appointment = 80% of allowance).
- **Recognized university or college is an institution that**: In Canada is a member of, or eligible for membership in, Universities Canada (formerly the AUCC) or Colleges and Institutes Canada (formerly the ACCC), and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges and outside Canada and the United States the recognized accrediting body, if any. 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.

In witness whereof the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

On behalf of Queen's University at Kingston

Lisa Latour Colby, Chief Spokesperson, Director, Employee and Labour Relations

Sandra Valente Roscher, Senior Advisor, Employee and Labour Relations

Chris Clare, Advisor, Employee and Labour Relations

Steve Millan, Associate Vice-Pricipal, Human Resources

Barb Wowk, Manager, Facilities

Lisa Crosbie-Larmon, Director, Human Resources, Facilities

On behalf of Kingston Heating & Maintenance Workers' Union

Jason Fraser, National Representative, Canadian Union of Public Employees

Sherri Ferris, President CUPE Local 229

Steve Senechal, Member, Bargaining Committee

Jesse Bambrick, Member, Bargaining Committee

Amelia Laranjeira, Member, Bargaining Committee

Dated at Kingston, Ontario this 13 day of December 2022

LETTER OF UNDERSTANDING RE: EI Premium Reduction

Between

Queen's University

"the Employer"

And

C.U.P.E. Local 229

"the Union"

This letter confirms the agreement between the Employer and the Union that the 5/12 employee portion of the University's EI premium reduction will be used by the University to support the following employee benefit plans, as set out in the collective agreement between CUPE and the University:

- Short-Term Sick Leave
- Income top-up for pregnancy and parental leave; and
- Child-care Support

For the University:

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Sherri Ferris
President, CUPE Local 229

LETTER OF UNDERSTANDING RE: Contracting Out

Between

Queen's University

"the Employer"

And

C.U.P.E. Local 229

"the Union"

1. The University agrees that it will not contract out the custodial work performed within the buildings listed in Attachment A.
2. Custodial work to be performed within any new construction or newly acquired buildings, within the following periphery will be performed by members of the bargaining unit:
    - Princess Street to Portsmouth Avenue and Johnson Street to King Street

For the University:

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Sherri Ferris
President, CUPE Local 229

Attachment A – List of buildings that will not be contracted out pursuant to Letter of Understand Re: Contracting Out

- ABRAMSKY HALL
- ADELAIDE HALL
- AGNES ETHERINGTON ART CENTRE
- BAN RIGH HALL
- BEAMISH-MUNRO HALL
- BIOSCIENCES COMPLEX/EARL HALL
- BOTTERELL HALL
- BRANT HOUSE
- BRUCE WING
- CANCER RESEARCH INSTITUTE
- CARRUTHERS HALL
- CATARAQUI BUILDING
- CENTRAL POWER PLANT
- CHERNOFF HALL
- CHOWN HALL
- COASTAL ENGINEERING LAB
- CRAINE BUILDING
- DAVID C. SMITH HOUSE
- DOUGLAS LIBRARY
- DUNCAN MCARTHUR HALL
- DUNNING HALL
- DUPUIS HALL
- EARL HALL/BIOSCIENCES
- ELLIS HALL
- ETHERINGTON HALL
- FLEMING HALL - JEMMETT WING
- FLEMING HALL - STEWART/POLLOCK WING
- GOODES HALL/VICTORIA SCHOOL
- GOODWIN HALL
- GORDON HALL
- GORDON-BROCKINGTON HALL
- GRADUATE RESIDENCE
- GRANT HALL
- HARKNESS INTERNATIONAL HALL
- HARRISON-LECAINE HALL
- HAYNES HALL
- HUMPHREY HALL
- ISABEL BADER CENTRE FOR THE PERFORMING ARTS
- JACKSON HALL
- JEAN ROYCE HALL PHASE 1

- JEAN ROYCE HALL PHASE 2
- JEFFERY HALL
- JOHN WATSON HALL
- JOSEPH S. STAUFFER LIBRARY
- KATHLEEN RYAN HALL
- KINGSTON HALL
- LASALLE BUILDING
- LEGGETT HALL
- LEONARD HALL
- LOUISE D. ACTON
- MACGILLIVRAY-BROWN HALL
- MACKINTOSH-CORRY HALL
- MCLAUGHLIN HALL
- MCNEILL HOUSE
- MILLER HALL
- MITCHELL HALL
- MORRIS HALL
- NICOL HALL
- OLD MEDICAL BUILDING
- ONTARIO HALL
- QUEEN'S CENTRE
- QUEEN'S SUBSTATION "A"
- REFRIGERATION PLANT
- RICHARDSON HALL
- RICHARDSON LABORATORY
- RIDEAU BUILDING
- SCHOOL OF KINESIOLOGY & HEALTH STUDIES
- SCHOOL OF MEDICINE
- SIR JOHN A. MACDONALD HALL
- 355 KING STREET
- STIRLING HALL
- SUMMERHILL
- SUTHERLAND HALL
- THEOLOGICAL HALL
- UNDERGROUND PARKING STUART STREET
- UNDERGROUND PARKING UNION STREET
- VICTORIA HALL
- WALDRON TOWER
- WALTER LIGHT HALL
- WATTS HALL
- WEST CAMPUS STORAGE

LETTER OF UNDERSTANDING ("LOU") RE: Employee Group Benefit Plan

Between:

QUEEN'S UNIVERSITY ("the UNIVERSITY")

and

CUPE, LOCAL 229 ("the UNION")

WHEREAS during the term of the Collective Agreement expiring on June 30, 2018, the Parties completed a review of the current Employee Group Benefit Plan (the "Plan") for the purpose of improving the benefit package available to CUPE, Local 229 bargaining unit members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member-paid, and/or Member-paid;

AND WHEREAS the Parties have agreed to the following Proposed Plan Design Details ("Proposed Plan"):

Benefit*:	**Current Plan Design Details:**	**Proposed Plan:**
Prescription drugs	No pay-direct drug card	Introduce pay-direct drug card
	$25 annual deductible	No change
	No generic substitution	Introduce generic substitution
	No dispensing fee maximum	Introduce dispensing fee maximum of $10 per prescription
Paramedical (chiropractor, podiatrist, osteopath, chiropodist, naturopath)	50% reimbursement up to $300 per year per practitioner	No change
Paramedical (physiotherapist)	100% reimbursement up to $55/initial visit and $35/subsequent visits; no annual maximum	80% reimbursement up to $500 per year; no per-visit maximum
Registered psychologist	No coverage	Introduce 100% reimbursement up to $1,000 per year
Speech therapy	100% reimbursement up to $1,000 per calendar year.	No change
Vision (eye examinations)	Up to $75 every 24 months for QUFA/$65 every 24 months for all other employee groups	Increase reimbursement to $100 every 24 months
Vision (glasses, contact lenses, laser eye surgery)	$250 every 24 months	Increase reimbursement to $300 every 24 months
Long-Term Disability	COLA provision up to a maximum of 5% per year (based on CPI)	COLA provision up to a maximum of 3% per year (based on CPI)

*All benefit coverage amounts not listed above (e.g. semi-private hospitalization, dental, basic life insurance) remain unchanged.

NOW THEREFORE the Parties agree as follows:

1. The University may introduce additional, optional Employee-paid benefits;

2. The University shall conduct a Request for Proposal ("RFP") with regard to the above Proposed Plan, and such RFP process shall be conducted in accordance with, and be governed by, the policies and procedures set out in the Queen's Procurement Policy and the Broader Public Sector Procurement Directive;

3. Implementation of the Proposed Plan requires ratification of the Proposed Plan by the University following the completion of the RFP process;

4. The University will maintain sole discretion and final responsibility with regard to:

   (a) The selection of a preferred vendor(s) following the RFP process referenced in paragraph 2 above;

   (b) The negotiations of a contract(s) with the vendor(s);

5. Any changes to the language in Articles 22.01 – 22.02 inclusive resulting from the implementation of the Proposed Plan will be considered housekeeping matters.

QUEEN'S UNIVERSITY:

Per: Lisa Latour Colby Date: December 12, 2022

Lisa Latour Colby

THE UNION:

Per: Date: Dec 12/22

Sherri Ferris

LETTER OF UNDERSTANDING

RE: Layoffs

Between

Queen's University

And

C.U.P.E. Local 229

In the event the University is contemplating a layoff(s) during the term of the current Collective Agreement, it will consider whether early retirement incentives or voluntary exit opportunities may be an alternative to layoff(s).

In the event the University decides to proceed with a layoff(s), it will advise the Union of the details of its considerations of early retirement incentives or voluntary exit opportunities at the special meeting convened in accordance with Appendix A of the Collective Agreement.

Dated this 12 day of December, 2022

For the University:

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Sherri Ferris
President, CUPE Local 229

LETTER OF UNDERSTANDING RE: Tenants/Lessees

Between

Queen's University
"the Employer"

And

C.U.P.E Local 229
"the Union"

The Parties acknowledge that:

- The Employer is a party to lease agreements with external organizations to lease University-owned space; and,

- The lease agreement may include a provision whereby the tenant/lessee is responsible for the cleaning of the space by using their own employees or service providers.

This acknowledgement is not intended to limit any statutory rights, including but not limited to entitlements under the Ontario *Labour Relations Act*.

Dated this 12 day of December, 2022

For the University:

Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:

Sherri Ferris
President, CUPE Local 229

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS ("PENSION MOA")

Between:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 229 ("the Union")

and -

QUEEN'S UNIVERSITY ("the University")

WHEREAS the Union and the University (the "Parties") have engaged in collective bargaining and have reached a tentative agreement regarding a Renewed Collective Agreement recorded in a memorandum of agreement of today's date (the "RENEWAL AGREEMENT MOA") and on all pension issues, including those related to the proposed conversion and transfer of assets from The Revised Pension Plan of Queen's University ("QPP") to a new sector-wide jointly sponsored pension plan, the University Pension Plan ("UPP") which is recorded in this PENSION MOA;

AND WHEREAS, following successful ratification by the Parties of both the RENEWAL AGREEMENT MOA and the PENSION MOA, the PENSION MOA shall be appended to and form part of the current Collective Agreement between the Parties and any renewal collective agreement that comes into effect before the UPP Accrual Date (defined below);

AND WHEREAS, the University has confirmed its intention to provide retirees with a prescription drug card on terms and conditions to be determined by the University, and subject to pre-conditions resulting in the successful conversion and transfer of assets from the QPP to the UPP and the successful completion of the active employee benefits RFP undertaken pursuant to the proposed Letter of Understanding: Employee Group Benefit Plan contained in the Renewal Agreement MOA; and,

NOW, THEREFORE, the Parties agree as follows:

1. This PENSION MOA constitutes the entire agreement of the Parties with respect to pension matters, including the proposed conversion and transfer of assets from the QPP to the UPP.

2. The Union agrees to consent on behalf of all employees in the bargaining unit participating in or eligible to participate in the QPP and covered by the current Collective Agreement and any Renewal Collective Agreement to the conversion of the QPP to the UPP under section 80.4 of the *Pension Benefits Act*, including the transfer of the QPP's assets and liabilities to the UPP.

3. The Union agrees to support the University's application, when made, for the Superintendent of Financial Services' approval of the conversion and asset transfer from the QPP to the UPP.

4. Effective January 1, 2020, or, if later, the effective date of the UPP, Union-represented employees who are active members of QPP on that date shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the QPP to the UPP and July 1, 2021 (or such other date as may be agreed by the parties) (the "UPP Accrual Date").

5. Union-represented employees who become members of the QPP on or after January 1, 2020 but before the UPP Accrual Date, will be enrolled in the UPP according to the UPP eligibility provisions and, upon enrolment, will become Contingent UPP Members.

6. Effective on the UPP Accrual Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the QPP and the QPP shall, as of the UPP Accrual Date, cease to exist as a separate pension plan.

7. Employees who are not members of the QPP as of the UPP Accrual Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.

8. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and such other terms as are otherwise provided under the definitive documentation establishing the UPP, including but not limited to the elimination of the ability to commence a pension under Section 5.02(2) of the QPP for members who had not attained their Normal Retirement Date by the UPP Accrual Date.

Conditional Terms of Employment Effective on UPP Accrual Date

9. Provided the conditions in paragraphs 2, 3 and 11 have been satisfied and the QPP has been successfully converted to the UPP:

    a. Member/Employer Contributions under the UPP

    Effective on the UPP Accrual Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the Sponsors of the UPP, including any funding policy developed by the Sponsors. It is anticipated that the contribution rate for the members and the employer on the UPP Accrual Date will each be 9.2% on

pensionable earnings below the YMPE and 11.5% on pensionable earnings above the YMPE.

b. One Time Salary Increase

Effective on the UPP Accrual Date and upon the implementation of the contributions to the UPP described in paragraph a. above, a 1.5% special one-time salary adjustment to base earnings will be implemented.

c. Unreduced Early Retirement for Minimum Guarantee Benefit

Effective on the UPP Accrual Date for retirements occurring on and after the UPP Accrual Date, the QPP legacy provisions under the UPP shall be amended to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the QPP earned prior to the UPP Accrual Date if a QPP member has both attained age 60 and has at least 80 age plus continuous service points on their retirement under the UPP.

d. Amendments to Renewal Collective Agreement

On or before the UPP Accrual Date, and effective on the UPP Accrual Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the UPP Accrual Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this PENSION MOA, including, without limiting the generality of the foregoing:

i. Deletion of references to the QPP in the Renewal Collective Agreement as set out in Schedule "A";

ii. The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario *Labour Relations Act* or any collective agreement between the Parties in effect on and after the UPP Accrual Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

General Provisions

10. This PENSION MOA is expressly conditional on the contemporaneous execution, by the Parties, of the RENEWAL AGREEMENT MOA. If this condition is satisfied the PENSION MOA and RENEWAL AGREEMENT MOA are capable of being ratified by the Parties.

11. As soon as practicable following execution of the RENEWAL AGREEMENT MOA and the PENSION MOA, the Negotiating Committees of the Parties shall present both MOAs to their respective principals and will recommend unanimously the ratification of both memorandums of agreement.

12. Ratification by the University and the ratification vote by Union's membership of both the RENEWAL AGREEMENT MOA and the PENSION MOA shall occur as soon as practicable with the results of the Union membership ratification vote to be tabulated not later than April 12, 2019.

13. Upon the successful ratification of the RENEWAL AGREEMENT MOA and this PENSION MOA, this PENSION MOA will be effective in accordance with its terms and otherwise will be null and void and will not be implemented.

14. This MOA shall be appended to and form part of the Renewal Collective Agreement and any further renewal collective agreement in effect before the UPP Accrual Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this PENSION MOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.

15. Unless expressly provided for to the contrary, neither this PENSION MOA, nor any constituent part shall have any retroactive force or effect.

16. This PENSION MOA may be amended by the Parties, prior to ratification, by means of written instrument executed by the Chief Negotiator of both Parties.

17. In the event that there are any errors or omissions in this PENSION MOA, or in any of its constituent parts, the Parties shall make the amendments required to give effect to their negotiated intention. The Parties further agree to make any housekeeping modifications to this PENSION MOA that are required to give effect to their negotiated intention.

SIGNED THIS 19th DAY OF March, 2020

Heather Shields
Director and Counsel, Employee and Labour Relations

Sherri Ferris
President CUPE Local 229

Schedule "A"

Current Collective Agreement Provision	Proposed Treatment
5.01 Normal retirement age as defined under the Queen's Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately 6 months prior to the employee reaching age 65 to discuss the employee's options under the pension plan.	Replace "Queen's Pension Plan" with "University Pension Plan"
5.02 Employees who elect to retire shall, wherever possible, notify their department and the Pension Unit at least 6 months prior to their retirement date to discuss and begin making necessary arrangements for retirement. The union will receive notification of such retirements.	Delete "and the Pension Unit"
21.01 The University maintains the master contracts or plan texts. The Union will be provided with a copy of either upon request. The Employer shall continue to make available to the employees the plans as outlined in the Queen's University Summary of Staff Benefits. This shall include Long Term Disability Insurance, Life Insurance, Semi-Private Hospital, Supplementary Medical, and the Revised Pension Plan of Queen's University. These plans shall be in accordance with the policies and regulations as laid down by the Employer. Should it intend to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of costs of these plans paid by the University as outlined in the Summary of Staff Benefits for any other group in the University, such	Delete "Revised Pension Plan of Queen's University" from 21.01 and delete paragraphs (a) (i) and (ii).

Current Collective Agreement Provision	Proposed Treatment
changes would automatically apply to the employees covered by this Collective Agreement. a) Revised Pension Plan of Queen's University (the "Pension Plan") (i) 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*"). (ii) The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement signed August 6, 2011 and to reflect required employee money purchase contribution rates as follows: [chart omitted]	
Appendix D - Self Funded Leave Plan During the years that an Employee is participating in the self-funded leave plan, CPP must be based on actual earnings and EI on nominal 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 their 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 pension plan, based on their nominal or actual	Delete "Questions regarding the Pension Plan should be addressed to Pensions, Investments and Insurance."

Current Collective Agreement Provision	Proposed Treatment
salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay his/her share of the premiums for their chosen benefit coverage. …. An Employee shall assume the responsibility of making himself/herself 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. …. This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources. Questions regarding the Pension Plan should be addressed to Pensions, Investments and Insurance.	