

COLLECTIVE AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 254:

KINGSTON TECHNICIANS' UNION

July 1, 2021 – June 30, 2024

LAND ACKNOWLEDGEMENT

Queen's University and the Canadian Union of Public Employees, Local 254 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of Canadian Union of Public Employees, Local 254 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of CUPE Local 254 are recognized and respected within our agreements.

Queen's University tánon ne Canadian Union of Public Employees, Local 254 (the "Parties") ratién: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 254 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 254 ronwatiién:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

Queen's University miinwaa Canadian Union of Public Employees, Local 254 (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 254 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwig, babaayaawag miinwaa da wiiji-nokiimdiwig wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa CUPE Local 254 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 Members of the Bargaining Unit as defined by this Agreement are all employees of Queen's University working in a technical capacity in any teaching or research laboratory, a shop related to a laboratory, or other related areas or other mutually agreed areas (as listed in Schedule E); save and except:

- persons who are employed for 17.5 hours or less in a week;
- supervisors, and those above the rank of supervisor, who would be excluded under the Ontario *Labour Relations Act, 1995*, SO 1995, c 1, Sch. A, as amended from time to time (hereinafter, the "*Labour Relations Act*");
- persons who are presently covered by other Collective Agreements;
- persons employed as secretarial, clerical and administrative staff;
- persons employed whose primary function is to teach credit courses;
- persons employed on academic/adjunct appointments;
- persons for whom the possession of a graduate degree in science or engineering is a predetermined job specification;
- persons who are employed to work on research programmes or projects in academic faculties under the direction of a Principal Investigator(s).

*It is understood by the University and the Union that persons employed to work on research projects or programmes may perform technical work for the University other than work of the research programmes or projects, though such work performed shall not become their primary work nor shall the work be permitted to violate the terms of the Collective Agreement. It is further understood that when a member of the bargaining unit performs work in support of a research programme or project, their position will not be removed from the bargaining unit.

Either party may ask for a review of any specific situation arising under this Article by the Union Management committee. When such a review is requested, the University will provide all relevant information to the Union to substantiate its decision to exclude a position from the bargaining unit. If the matter is not resolved at this level it may be referred to the second stage of the grievance procedure. If the matter is not resolved through the grievance procedure it may be referred to arbitration for decision.

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

The Employer will provide the following electronic lists on April 30 and October 31 each year to the Union:

- a) A listing of all current employees working in a technical capacity in a teaching or research laboratory, a shop related to a laboratory, or the other related areas save and except for those persons specifically excluded under Article 1.01 of the collective agreement.
- b) A listing of all current employees working in a technical capacity in any of the mutually agreed areas (those areas identified as headings in the list of positions set out in Schedule E).

1.02 *Term Appointments*

1.02.1 A term appointment is one in which the beginning and end dates of employment are clearly identified in the appointment letter.

1.02.2 It is agreed that employees employed on term appointments (hereinafter referred to as term employees) are covered by the terms of this Collective Agreement except for those Articles and conditions set out below:

- a) It is agreed that there is no guarantee or commitment of employment to an employee beyond that which is identified in their appointment letter.
- b) 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 such as, Long Term Disability, Family Leave or Leave of Absence.

- c) Prior to hiring or renewing an employee on a term appointment, Human Resources staff will evaluate a job description submitted by the Department Head/Designate and determine the appropriate salary range and hiring salary in accordance with the Salary Administration provision of this Agreement. If the original appointment letter indicates a period of employment of more than 12 months, or if the employee's actual period of employment in the same position exceeds 12 months, the position description will be submitted for evaluation by the Joint Technical Position Evaluation Committee at the beginning of the thirteenth month of employment. If this evaluation results in a salary increase, the increase shall be made effective to the beginning of the thirteenth month of employment.
- d) Notwithstanding Article 21.01, term appointments of 3 to 6 months duration will not normally be posted; however, written notice will be sent to the Union.
- e) For the purposes of seniority, term employees will not be considered as new employees if they are rehired within 6 months of a previous termination.
- f) Notwithstanding Article 17 (Sick Leave), term employees shall be entitled to accumulate paid sick leave determined at the rate of 2 days per calendar month of their appointment to a maximum of 60 days.
- g) Notwithstanding Article 12 (Layoff and Recall), in the event of a layoff the University will provide as much advance notice as possible to term employees. However, term employees shall not be entitled to recall rights.
- h) Term employees shall not be covered by the following articles or clauses of the Collective Agreement: Article 12, Article 17.01, Article 17.02, Article 21.05.
- i) Term employees whose employment has been renewed beyond the original term appointment, and whose appointment will not be renewed again, will be given a minimum of 2 weeks' notice or notice pursuant to the Employment Standards Act, whichever is greater, confirming the end date stated in their subsequent appointment letter.
- j) Term employees who are laid off are entitled to severance pay in accordance with Appendix B, Chart B.

1.03 Definitions

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

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.

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.

A *designate* is a non-union employee assigned by the Department Head to act on their behalf for the purposes of this Collective Agreement. The Employer shall advise the Union of the names of the designates in each department from time to time in order to identify key contact persons for stewards.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 254, as the exclusive bargaining agent defined in Article 1, in respect of salaries, hours of work and other working conditions.
- 2.02 No person shall hold meetings, collect Union dues, 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 monthly Union dues from all employees covered in Article 1. Such dues shall be deducted from the monthly pay and shall be remitted through electronic transfer of funds, and a list of the names of the employees on whose behalf union dues are deducted will be forwarded to the Secretary-Treasurer of Local 254 together with two lists of the employees on whose behalf such Union dues are remitted, whenever possible before the end of the month. Dues will be deducted for the first month of employment if the starting date is anytime during that month. Dues will also be deducted from the last month of employment, regardless of termination date. A statement of Union dues will be included on employee T-4 slips.
- 2.03.1 Union membership is required as a condition of employment as of the date of July 1, 1981. Employees who are not Union members on that date do not have to join. All employees who are Union members as of that date must continue their membership.
- 2.04 The Employer shall provide the Union with a copy of the appointment letter (including salary) of each new employee in the bargaining unit not later than 1 week after the starting date.
- 2.04.1 The Employer agrees that on the last Friday of the first month of employment and the last Friday of the sixth 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 University will provide the Union with a copy, in electronic format, of the Employment Equity Data for CUPE Local 254 on an annual basis.
- 2.06 The Employer shall provide the Union in advance with the names of employees or of positions that it intends to terminate from the bargaining unit and the date of such terminations. If the termination is brought about by the removal of a position from the bargaining unit, prior discussions a month in advance must take place between the University and the Union. During these discussions the University will outline the reasons for this action and receive alternative proposals, if any, from the Union.

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 PROTECTION

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 8.
- 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 Subject to the provisions of this Collective Agreement and in the interests of efficient operation, the Union agrees that the Employer may at any time, subject to reasonable notice to the Union, determine or change work schedules and 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.
- 5.04 The Employer may engage students or other persons for summer and other temporary or special employment providing that such employment does not contravene any Article of the current Collective Agreement. Any employees engaged under this clause will automatically come under the jurisdiction of the Union once the period of employment exceeds 3 months (4 months for summer students).
- 5.05 No job in the bargaining unit will be performed by non-bargaining unit personnel for more than 3 months (4 months for summer students) in any 12 month period. However, any member of the bargaining unit who has been laid off and had recall rights under Article 11.06(c) would have priority in filling those positions within the same department where the duties were previously carried out by members of the bargaining unit.

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 six 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.
- 6.03 Should an employee retire early any time after reaching the age of 55 and actually commences their pension and has at least 10 years of service, the University will continue to pay its share of the Queen's Supplementary Medical insurance premium until normal retirement date. Between age 55 and 59 the employee would pay their share of the above premium and between ages 60 and normal retirement date the University would pay the employee's share of the cost.

ARTICLE 7 – STRIKES AND LOCKOUTS

- 7.01 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*.
- 7.02 Should a strike or shutdown 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 8 – GRIEVANCES

- 8.01 The Union shall elect or otherwise appoint a Grievance Committee, which shall be recognized by the University for the purpose of grievance adjustment. The Union shall advise the University of the names of the Committee as well as such changes in its personnel as may occur from time to time.
- 8.02 Any employee having a complaint should discuss the matter with their immediate supervisor. An employee, upon their request, may be accompanied by a member of the Grievance Committee during such discussions.
- 8.03 Any employee may present their complaint personally or may be represented or assisted by a member of the Grievance Committee. Such employee shall be entitled to examine documents pertinent to their personal complaint.
- 8.04 (*Stage One*) Any complaint that has not been dealt with to the satisfaction of the employee concerned may be presented as a written grievance to the Department

Head/Designate within 15 working days of the circumstances giving rise to the grievance.

- 8.04.1 The Department Head/Designate shall, upon receipt of the grievance, schedule a meeting with the grievor and a representative of the Union to hear and discuss the grievance. This meeting shall be held within 10 working days after receipt of the grievance. Following the meeting, the Department Head/Designate will give a written decision within 3 working days.
- 8.05 *(Stage Two)* If the grievance is not resolved at Stage One, it may be presented to the Director, Employee and Labour Relations in Human Resources or their designate within 10 working days after the Stage One decision has been received.
- 8.05.1 Upon receipt of the grievance, the Director, Employee and Labour Relations in Human Resources or their designate will meet with the Grievance Committee, and a representative of the Canadian Union of Public Employees, to discuss the matter. This meeting shall be held within 10 working days after the receipt of the grievance. A written decision on the grievance will be given within 5 working days after the meeting.
- 8.06 The time limits specified in Articles 8.04 and 8.05 may be extended by mutual consent. 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 unless submitted in writing within 15 working days or as soon as the circumstances giving rise to the grievance are known.
- 8.07 Any difference arising directly between the Union and the Employer 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, may be submitted by the Union in writing, at the second stage, and dealt with as a proper grievance under the grievance procedure. Failing satisfactory solution within the time period spelled out in Article 8.06 such grievances may be referred to Arbitration.
- 8.07.1 Any such grievance, as described above, which refers to a matter involving only one department, shall be submitted at Stage One to the Department Head/Designate of the department concerned.

ARTICLE 9 – ARBITRATION

- 9.01 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.

- 9.01.1 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 *Labour Relations Act*, either party may request that the Minister appoint a sole arbitrator.
- 9.01.2 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.
- 9.01.3 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.

Decisions of the Arbitrator or Arbitration Board

- 9.02 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.
- 9.02.1 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*.

9.03 *Discipline or Discharge Cases*

In the event that a sole arbitrator or board of arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the sole arbitrator or board has the authority to reinstate an employee with or without full or partial compensation

for salary and any other benefits lost, or to make any award it may deem just or reasonable which would be consistent with the terms of this agreement.

9.04 *Arbitration Expenses*

Each party shall bear the fees and expenses of its own nominee, if any, its witnesses (subject to Article 9.05) 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.

9.05 *Payment during appearances*

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 254, in matters between Queen's University and C.U.P.E. Local 254. 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.

9.06 *Time Limits*

It is agreed that the time limits referred to in Article 9 may be extended by mutual consent.

9.07 *Clarification of Decisions*

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.

ARTICLE 10 – HOURS OF WORK

10.01 The normal hours of 35 hours per week for all employees shall be on the basis of 7 hours per day Monday to Friday.

10.01.1 Subject to operational considerations and a review at least annually, flexible hours may be arranged with the mutual consent of the employee and the Department Head/Designate. An employee who is granted flexible hours, shall, at the requirement of the Employer, return to normal hours.

10.02 The normal hours for a department shall be identified as from 8:30 a.m. to 4:30 p.m. When circumstances are such that the above schedule cannot be strictly adhered to, or when it would appear to be inadvisable and/or inexpedient to adhere strictly to it, the Department Head/Designate shall be allowed to arrange a mutually satisfactory schedule in which the minimum weekly hours (35) are distributed over the working

days specified above in a different manner. In no case shall such a schedule provide for a normal starting hour earlier than 7:00 a.m. or a normal leaving time later than 11:00 p.m. Deviations outside these hours will be only allowed as overtime.

- 10.03 Throughout the year, where the operational needs of a department will permit, individual employees may make application to their supervisors for slightly different starting and finishing times. Where conflict arises between 2 or more qualified employees who are able to perform the required work, the choice of the senior employee shall be granted.
- 10.04 The lunch period will be 1 hour scheduled between 11:00 a.m. and 2:00 p.m. (normally scheduled between 12:00 noon and 1:00 p.m.). During the summer period individual employees, with the approval of their Department Head, may choose a one-half hour lunch break.
- 10.05 It must be emphasized that, while Queen's University wishes to provide wherever possible some flexibility in working hours for the convenience of its employees, its first responsibility is to fulfill its functions as an academic institution. Each department must be open and adequately staffed during the basic working period and in some cases this may mean that individuals cannot be assigned the hours which they prefer.
- 10.06 The minimum weekly hours (35) shall be reduced by the appropriate number of hours in those weeks in which the paid holidays specified in Article 14 occur.
- 10.07 Where a department is required to work on a seven day schedule, the posted schedule will provide for not less than two weekends off during each three week period. However, because of the operational needs of Departments, such schedules may have to be revised occasionally and in order to consider the wishes of the employees, such changes will be made in consultation with a Union representative.
- 10.08 All scheduled hours of work on Saturday and Sunday shall be paid for at one and one-half (1½) times the employee's normal rate.
- 10.09 Employees in the Campus Networks Unit of Information Technology Services may be given the opportunity to volunteer to participate in various on-call arrangements. Failing sufficient numbers of volunteers to cover the work, the Employer will designate employees of the unit who will be required to work on an assignment under the following conditions:
 - 10.09.1 When an Employee is assigned by the Employer to be "on-call" during the week (Monday to Friday), they shall be paid an additional 1 hour pay at their regular rate for each 8 hours the Employee is assigned to "on-call". When an Employee is assigned by the Employer to be "on-call" Saturdays, Sundays and Statutory Holidays, they shall be paid an additional 1 hour pay at their regular rate for each 6 hours the Employee is

assigned to "on-call". If the employee is called in to work they shall be paid according to Article 13.01 of the Collective Agreement.

- 10.09.2 Employees "on-call" shall be issued pagers which they shall be required to carry at all times during their "on call" assignment. They shall also be required, if paged, to immediately telephone the caller; and if requested to report to work, to do so without undue delay.
- 10.09.3 Should an Employee be at work for 16 continuous hours or more, they shall be entitled to at least 8 hours off before commencing their next shift.
- 10.09.4 Where an Employee is paged and the Employee is able to solve the problem by telephone rather than by returning to the workplace, the employee shall receive a minimum of 1 hour's pay at the appropriate overtime rate.
- 10.09.5 This agreement for the Data Network Unit will be reviewed annually by the Union/Management committee.

ARTICLE 11 – SENIORITY

- 11.01 For the purpose of calculating severance and staff benefits, including vacations, service shall mean the employee's total length of unbroken service in the employ of the Employer.
- 11.02 For the purpose of transfer, promotion, demotion, layoff, or redeployment/recall, service shall mean the employee's total length of service as a member of the bargaining unit whilst in the unbroken employ of the Employer.
- 11.03 Seniority shall mean the employee's length of service as defined in Article 11.02.
- 11.04 Notwithstanding 11.03, seniority for term employees will accumulate on the basis of actual time worked in the bargaining unit.
- 11.05 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.
- 11.06 A break in an employee's service with the Employer shall be deemed to have occurred:
 - a) If they leave the employ of the Employer;
 - b) If they are discharged for cause;
 - c) If they are laid off and are not redeployed or recalled within 24 months;

- d) If an employee resigns from the bargaining unit to take another position within the University and subsequently returns to the bargaining unit after 6 months or more, they will be regarded as a new employee without seniority;
 - e) If an employee agrees to be placed in a term University position outside the bargaining unit, they shall have the right to return to the bargaining unit for a period of 1 year, or such period beyond 1 year which may be agreed upon between the Union and the Employer;
 - f) If in any other manner they cease to be employed by the Employer.
- 11.07 A new employee shall be regarded as a probationary employee until they have completed 3 consecutive months of service. Probation may be extended for an additional 3 months by mutual agreement of the Employer and the Union. An employee will be officially notified in writing by their Department Head/Designate when they have successfully completed the probation period. A copy of this notification will be sent to the Union. For the purpose of staff benefits the employee's service shall be from the date of hiring. A probationary employee shall have all the rights under the provisions of this agreement except that they may be discharged by the Employer with or without assigned cause and such discharge shall be open to review under the grievance procedure as set out in Article 8, but will not be open to review under the arbitration procedure in Article 9.
- 11.08 Where a University employee who is a member of C.U.P.E. Local 229 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.
- 11.09 Any employee returning to the bargaining unit after a leave of absence without pay, for 3 months or more, will accumulate seniority based on the total time worked both before and after the leave of absence. If the leave referred to herein is less than 3 months, seniority continues to accumulate in the normal manner.
- 11.10 The Employer will provide the Union with a current seniority list of the employees in the bargaining unit, twice each year, on October 1st and April 1st. This list will be in mutually agreed-upon format and will show service date, as well as seniority date.
- 11.11 A transfer shall be defined as a movement to a new work assignment or new classification within the bargaining unit. A transfer will not result in a decrease in any individual's salary. If a transfer is declined by an individual, the resulting termination will be considered a layoff and severance will be paid in accordance with Appendix B, Chart A. When it has been determined that an involuntary transfer of staff is to take place, the University shall provide the Union with 5 days advance notice of such involuntary transfer.

ARTICLE 12 – LAY-OFF AND RECALL

- 12.01 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.
- 12.02 The union shall be notified 5 days in advance of the notice required in Article 12.01, of the names of the employees slated for layoff.
- 12.03 In the event of a layoff, the Employer shall designate where the layoff will occur including the Department or Area and the position as set out in Schedule A.
- 12.04 An employee receiving notice of layoff must indicate to the Employer within 7 days of receipt of notice of layoff that they wish to displace another employee or accept the layoff. The parties agree that the original notice given in accordance with Article 12.02 shall be considered notice to the union of any subsequent layoff as a result of bumping. The parties also agree that they will make every effort to complete the entire process, including any subsequent bumping, within the 3 months noted in Article 12.01.

- 12.05 An employee who has indicated that they wish to displace another employee, and whose position is within a department set out in Schedule D, must meet the following conditions:

- a) The affected employee has more seniority; and
- b) The affected employee is qualified and competent to perform the work of the employee they are displacing; and
- c) The more junior employee's position point rating (as determined in accordance with Article 26) must be within 10 points of the affected employee's position point rating (as determined in accordance with Article 26), or, lower point rating and be within the same Faculty as set out in Schedule D.

An employee who has indicated that they wish to displace another employee, and whose position is within an area set out in Schedule E, must meet the following conditions:

- d) The affected employee has more seniority; and
- e) The affected employee is qualified and competent to perform the work of the employee they are displacing; and
- f) The more junior employee's position point rating (as determined in accordance with Article 26) must be within 10 points of the affected employee's position

point rating (as determined in accordance with Article 26), or, lower point rating and be within the same area as set out in Schedule E.

12.06 Employees placed in another position because of the bumping procedure shall have the right to return to their former position should the position become available and be re-staffed within the first 12 months of being bumped.

12.07 Employees who are laid off/bumped and who accept the layoff or are unable to exercise their right to displace another employee under Article 12.05 will have the following options:

- a) Cease employment with the University and elect enhanced severance pay effective the date of layoff as per Appendix B, Chart B, or
- b) Enter and remain in a "re-deployment pool" for employees with 10 years or more of continuous service for up to 24 months from the date of layoff, and for other employees for up to 18 months from the date of layoff. Where there are employees in the re-deployment pool, before posting any vacant position which the University has decided to fill under Article 21.01, the University will first provide notice to employees in the re-deployment pool of the impending posting. This notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. Employees in the re-deployment pool may, within 1 week of the date of the notice to them, make application, including an up-to-date resume, for a position. The University will review these applications and determine if any are qualified, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a 1 month familiarization period, the employee can perform the duties of the job. Where these factors are equal between 2 or more candidates, seniority will be the deciding factor.

Employees in the re-deployment pool may continue coverage for 1 or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of layoff) for a period of up to 6 months from the date the layoff takes effect if the employee prepays in advance the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer's share of the premium cost of these benefits. After the initial 6 months, an employee can continue coverage for 1 or more of the benefits continued for up to 18 further months if the employee prepays monthly, in advance, the full premium or contribution cost (i.e., both the employee and the employer cost) of the benefits.

- Dental Plan
- Supplementary Medical Plan

- Semi Private Hospital Coverage

No other benefits continue for employees in the redeployment pool.

If a position is not filled from the "re-deployment pool" it will be posted in accordance with Article 21.

If the laid-off employee is not re-deployed within 24 months from the date of layoff for employees with 10 years or more of continuous service or within 18 months from the date of layoff for other employees, they will receive severance pay in accordance with Appendix B, Chart A.

- c) Laid off employees may opt out of the "re-deployment pool" at any time during the re-deployment period and receive severance pay in accordance with Appendix B, Chart A.

12.08 The provisions of this Article do not apply to term employees.

ARTICLE 13 – CALL-IN PAY AND OVERTIME

13.01 *(Call-in)* When an employee is called during their off-time to report immediately for a work assignment outside of their standard daily or weekly work schedule, it shall be called a call-in.

13.01.1 An employee responding to a call-in shall receive 4 hours' pay at straight time or the actual hours worked at time and one-half (double time if the call-in is on a Sunday or a Statutory holiday), whichever is greater.

13.01.2 The Employer will attempt to distribute call-ins among those employees on the call-in list who would normally perform the work.

13.02 *(Overtime)* All hours worked in excess of those referred to in Article 10.01 will be paid for at time and one half the employee's normal hourly rate except for overtime hours of work on Sunday and Statutory Holidays which will be paid at double time the employee's normal hourly rate.

13.02.2 Provided that 3 working days of advance notice is given that overtime work is required which is not an extension of normal daily hours, the minimum payment shall be 3 hours at straight pay or the actual hours at time and one-half, whichever is the greater. Minimum payments will not apply if it is agreed by the employee(s) at the time that it becomes apparent that overtime is necessary that they would prefer to leave for a period before work recommences.

13.03 At the employee's option, provided that it is not in conflict with government legislation, time off may be taken, in lieu of payment, under Article 13, on the basis of the number of hours worked times the rate factor at a time mutually convenient to

- the employee and the Department Head/Designate. In scheduled situations, the employee must notify their supervisor, in advance, of their preference regarding pay or time off in lieu.
- 13.04 Compensable overtime must be in excess of 30 minutes at any one time and have the prior authority of the Head of the Department or their designate.
- 13.05 Where possible, attempts will be made to distribute overtime among those employees who normally perform the work.
- 13.06 The Employer will not hire temporary help for short term work outside normal daily or weekly hours if this work can be accomplished efficiently by employees who are willing to work overtime for that purpose.
- 13.07 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 on the second day of rest. Similarly, overtime on a third day of rest will be at time and one-half and double time on a fourth day of rest. Any overtime worked on a Sunday shall automatically be paid at double time.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 Each employee shall be paid at their regular rate of pay for time lost by them as a result of the Employer's observance of each of the following paid holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |
- plus any other day as designated by the Employer for non-academic staff.
- 14.02 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 paid holiday.
- 14.03 An employee who is required to work on any of the 10 paid holidays enumerated above shall, provided they are eligible to receive payment for such a holiday, be paid in addition for the time worked at 2 times their regular hourly rate with a minimum of 4 hours' pay at straight time.

- 14.04 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.
- 14.04.1 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 13.02. Alternatively, 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.
- 14.05 When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. When Christmas Eve falls on a Monday, the full day off will be granted. When New Year's Day falls on a Thursday, then Friday January 2nd will be granted as an additional day off.
- 14.06 Should a holiday as designated in Article 14.01 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 2nd).

ARTICLE 15 – VACATIONS

- 15.01 Annual vacations with pay shall be granted in accordance with the following specific regulation:
- 15.02 Vacations with pay shall be computed on the basis of length of continuous service with the Employer as of January 1st in each year.
- 15.03 Vacation allowances are determined in accordance with the following table:

Employment Year	Vacation Entitlement (increases to vacation entitlement are in effect as of January 1 st 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)

- 15.03.1 The above table shall apply to full-time employees. However, continuing part-time employees, continuing term employees or reduced responsibility employees shall have their vacation entitlement pro-rated.
- 15.04 If, during the 12 months immediately preceding January 1st, an employee has been absent for a period or periods exceeding one (1) month, in each instance, their vacation shall be pro-rated for the period or periods worked since the preceding January 1st. However, for purposes of this paragraph, sick leave as defined in Article 17 shall not be treated as a period or periods of absence.
- 15.05 With the approval of the Department Head/Designate employees will be allowed to carry over unused vacation from one year to another provided that the request is made in writing prior to December 1 and it indicates the specific reason for the carry over.

- 15.06 The Employer shall make a sincere effort to grant vacations at times requested by the employee. Where all requests cannot be granted, preference will be given in order of seniority. However, the Employer shall not be required to grant a vacation at a time which would adversely affect the operation of the department. Vacation requests should be submitted before the time designated by the appropriate Department Head/Designate.
- 15.07 It is not the University's policy to pay employees in lieu of taking vacation time.

ARTICLE 16 – STAFF BENEFITS

- 16.01 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 below in accordance with the policies and regulations for and regarding such plans as laid down by the Employer. This shall include Long-Term Disability Insurance, Life Insurance, Semi-Private Hospital, and Supplementary Medical. 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 cost of these plans paid by the University, as outlined below, 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 254 will be required, unless otherwise adequately covered, to enrol in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member of C.U.P.E. Local 254 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 will not be required to remain enrolled in the Long Term Disability Plan 6 months prior to their normal retirement date.
- (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 the employee).

c) Queen's Supplementary Medical Plan:

- (i) Premiums for this benefit will be paid at 100% by the Employer.
- (ii) The Supplementary Medical Plan includes a Vision Care Benefit with a maximum limit of \$300.00 per person every 2 years.

d) **Semi-Private Hospital Coverage:** (100% paid by employee).

- 16.02 The Employer will continue to make available on a compulsory basis to all eligible employees and dependents not covered by an alternate plan, a dental plan as described in Appendix E.

Effective July 1, 2011, the Employer will pay 100% of the Dental plan premium at current ODA rates minus 1 year.

16.03 **Leave of Absence with Pay**

16.03.1 *General*

Apart from sickness it is recognized that important or unusual circumstances may make it necessary for a staff member to be absent from work for short periods of time. An emergency illness in the staff member's household, a parent being present for the birth of their child, a medical or dental appointment or other such infrequent occurrence normally will not result in loss of salary.

16.03.2 *Bereavement Leave*

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.

16.03.3 *Moving*

With the approval of the Department Head/Designate, up to 1 day may be allowed off with pay for an employee who is moving from one residence to another and who is remaining in the employ of the University.

16.03.4 *Jury or Witness Duty*

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 three or more hours remaining on their shift.

Family Leaves

16.03.5 *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 16.03.5 (b) for up to 10 weeks.

- a) Supported Pregnancy Leave is a leave from work of up to 10 weeks with top-up as outlined below. To qualify for Supported Pregnancy Leave, an employee must have been employed continuously for 1 year or more, hold a current appointment of a year's duration or longer and be in receipt of EI maternity benefits. Eligible employees will receive the top-up provisions specified below with the understanding that the employee is expected to work for the University for at least 6 months following the date of their return from their Supported Pregnancy Leave (including additional leave such as Unsupported Pregnancy Leave, parental leave or a leave of absence without pay after their Supported Pregnancy Leave).
- b) Leave allowance as follows:
 - (i) (Week 1)

A payment equivalent to 100% of the employee's normal basic earnings for the first week of the Supported Pregnancy Leave;
 - (ii) (Weeks 2 to 10)

For the next 9 weeks of the Supported Pregnancy Leave, the employee will receive from the University a payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee is expected to receive if they qualify for EI benefits;
- 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 16.03.7 (d) and 16.03.8.
- 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 monthly 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.

- e) 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.
- f) Supported Pregnancy Leave may be initiated by the employee at any time within 12 weeks of the expected delivery date.
- g) 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.
- h) 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.
- i) 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.
- j) At least 1 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.
- k) At least 1 month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.
- l) 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.

16.03.6 *Unsupported Pregnancy Leave*

- a) 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.
- b) 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.
- c) An employee may begin their Unsupported Pregnancy Leave up to 17 weeks before the expected date of delivery.
- d) Any period of leave beyond these 17 weeks is also without pay and falls under the provisions of Unsupported Parental Leave or Leave of Absence without Pay.
- e) 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.
- f) 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.
- g) 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.
- h) An employee who does not meet the eligibility requirements for Unsupported Pregnancy Leave may still meet the criteria for a Leave of Absence Without Pay.
- i) Employees eligible for Unsupported Pregnancy Leave may also be eligible for employment insurance benefits. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.
- j) At least 1 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.
- (j) At least 1 month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.

16.03.7 *Supported Parental Leave*General

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

Supported Parental Leave in this Article is leave that is financially supported by the University, with top-up payments as outlined in Article 16.03.7 (d) for up to 15 weeks.

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.

- a) 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 with pay, an employee must have been
- b) employed continuously for 1 year or more, hold a current appointment of a year's duration or longer and be in receipt of parental EI benefits.
- c) 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 qualifies for Supported Parental Leave is subject to the same rights and obligations as those granted for Supported Pregnancy Leave with the following amendments:
- d) Parental Leave allowance as follows:

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

(i) (Week 1) Either:

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

or,

- b) 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.

- (ii) (Weeks 2 to 15)

For the next 14 weeks of the Supported 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.

- e) Under the *Employment Standards Act*, Supported Parental Leave 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.
- f) Supported Parental Leave may commence any time after a birth or adoption takes place providing it is completed in accordance with EI regulations.
- g) Where both parents are employees of the University either or both may be eligible for the Supported Parental Leave top-up payments under Article 16.
- i) 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.
- j) An employee who does not meet the eligibility requirements for Supported Parental Leave may still meet criteria for an Unsupported Parental Leave.
- i) Supported Parental Leave follows the same EI rules and regulations for top-up payments as listed under Supported Pregnancy Leave.
- k) An employee shall provide their Department Head or their designate, with as much advance notice as possible of the parental leave and discuss their future plans with regard to their employment at the University.
- l) The employee should make written application to the Department Head, or designate, for Supported Parental Leave at least 1 month in advance of the date

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. 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.

- m) In cases where the exact date of the birth/adoption of the child is unknown, the employee should keep their Department Head or their designate advised of the proceedings.
- n) At least 1 month prior to return to work, the employee should advise their Department Head, or designate, of their intent to return.
- o) 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.
- p) 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.
- q) All top-up payments under this Article must be in accordance with Employment Insurance regulations and this collective agreement.

16.03.8 *Unsupported Parental Leave*

- a) 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.
- b) Both parents will be eligible to take an 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.
- c) Where both parents are employees of the University, both parents may take Unsupported Parental Leave at the same time.
- d) 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.

- e) 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*.
- f) 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. 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.
- g) 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 1 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. In cases where the exact date of the birth/adoption of the child is unknown, the employee should keep their Department Head or their designate advised of the proceedings.
- h) At least 1 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 1 month's written notice to the Department Head or designate is required. 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.
- i) An employee who does not meet the eligibility requirements for Supported Parental Leave may still meet criteria for an Unsupported Parental Leave.
- j) Supported Parental Leave follows the same EI rules and regulations for top-up payments as listed under the Supported Pregnancy Leave.

- k) An employee shall provide their Department Head or their designate, with as much advance notice as possible of the parental leave and discuss their future plans with regard to their employment at the University.

16.04 *Leave of Absence Without Pay*

Permission for a special leave of absence without pay may be granted after discussion between the Department Head/Designate and Human Resources, taking into account not only the merits of the individual's case but also the operational needs of the organization. When such leave is granted there is no accumulation of credit for vacation entitlement. In certain cases arrangements can be made for continuation of some staff benefit plans.

16.05 *Death of an Employee*

In the event of the death of an employee the University will arrange to pay the deceased's estate a lump sum equivalent to 6 weeks of salary and any outstanding vacation pay and other banked time.

16.06 *Moving Allowances*

When the University hires a new employee from outside the Kingston area, where a person with such capabilities cannot be found within the University or in the local market, with prior approval, standard moving expenses will be provided as follows:

- a) Full cost of transporting self and family to Kingston plus reasonable cost for meals and lodging en route - if by private car at the prevailing University mileage rate per Kilometer (unusual circumstances will be reviewed by Financial Services).
- b) Two-thirds of the reasonable costs of packing, unpacking, insurance and shipping of furniture and household effects.
- c) The maximum allowance from any geographic location is \$1,500. Claims for reimbursement are made through the employee's Department Head/Designate.

16.07 *Travel Expenses*

With prior approval, employees who are required to travel as part of their normal University job responsibilities will be reimbursed for reasonable expenses incurred under the procedures outlined in the University's Travel Policy.

16.08 *Self-Funded Leave*

As per Appendix D.

Reservist Leave

- 16.09 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).

- 16.09.1 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.
- 16.09.2 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 17 – SICK LEAVE

- 17.01 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.
 - 17.01.1 The maximum period covered will be 6 months of continuous absence. Records of absence will be kept by the Employer.
 - 17.01.2 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.
- 17.02 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.
- 17.03 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.
- 17.04 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.

- 17.05 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.
- 17.06 Employees are expected to notify their non-union supervisor or designate as early as possible of their expected date of return to work.
- 17.07 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 restriction;
 - or
 - b) that the employee is able to return to work, with the nature and duration of any work restrictions described.
- 17.07.1 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.
- 17.08 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 16.03.2, 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 18 – UNION LEAVE

- 18.01 Leave of absence without pay will be granted to employees elected or appointed to represent the Union at Union conventions and seminars. Such time shall not exceed 15 working days for any 1 individual or 40 working days for the bargaining unit in any 1 calendar year. Only 1 person out of any 1 department will be granted such leave at any 1 time. In addition, 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.
- 18.01.1 Notice of 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.

- 18.02 The Employer recognizes the role of elected Union officials in labour management relations and shall not discriminate against them.
- 18.02.1 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.
- 18.02.2 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:
- a) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than 3 employees including the Local Union President.
 - b) The Employer acknowledges the right of the Union to elect or otherwise appoint 7 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.
 - c) 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.
 - d) 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.
 - e) Union officials asked to serve on University committees or asked to attend 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 officers shall report back to their non-union supervisor or designate when the committee meeting is ended.
 - f) All requests for paid leave shall be submitted to the Employer as much in advance as possible.

- g) 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 University 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.
 - h) Leave with pay granted under this Article shall not extend beyond normal working hours.
 - i) The Employer agrees to recognize a Bargaining Committee consisting of not more than 4 elected members, including the Local Union President, of the employees covered by this Agreement, for the purposes of the negotiation of this Agreement. The aforementioned committee shall be given 3 days or 6 half days of time off with pay to prepare the Union's proposals for collective bargaining.
- 18.03 An employee who is elected or selected for a full-time position with the Union or anybody with whom 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. Such leave shall be without loss of benefits provided that the University is reimbursed for the full premium of each benefit to be maintained. An employee will not be granted more than one such leave per year.
- 18.04 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.

ARTICLE 19 – BULLETIN BOARDS

- 19.01 The Union shall be permitted the use of Departmental bulletin boards for the posting of notices concerning meetings of the Union and other Union business.
- 19.02 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 20 – COFFEE BREAKS

- 20.01 All employees will be allowed a 15 minute break in the morning and in the afternoon.
- 20.02 Each department will attempt to provide a suitable lunch or coffee break room or designate where such breaks may be taken.

ARTICLE 21 – JOB POSTING

- 21.01 Should a vacancy occur in a position covered by the terms of this collective agreement, the Employer will post a brief notice of such vacancy on the Human Resources website for a minimum of seven (7) consecutive days so that members of the bargaining unit will know of it, will be able to make written application, and will be given first consideration in filling such vacancies. The notice shall contain the job title, hiring department, type of appointment and tentative hiring range. A copy of the applicable job description(s) shall be attached to the notice. A copy of the notice and attachment(s) will be forwarded to departments where there is no private access to the website. Should a decision be made to revise the job description of a posted position before hiring, the job will be reposted. Original applications will still stand unless an applicant withdraws.
- 21.01.1 The Employer shall maintain an archive file of all Local 254 job postings which will be made available to the Local President on request.
- 21.01.2 Bargaining Unit members shall be given first consideration to a posted vacancy in the following order:
- a) Employees whose positions have been declared redundant as outlined in Article 27.05;
 - b) Employees who hold continuing appointments;
 - c) Employees who hold term appointments.*
- * It is agreed that bargaining unit members who hold term appointments commencing on or before April 27, 1993 shall maintain the same posting rights as employees who hold continuing appointments. Any new term employee after that date shall be subject to the job posting provisions described above.
- 21.02 When selecting an employee to fill a non-supervisory bargaining unit position, all available information will be used in order to determine which employee is qualified to fill the vacancy. The Employer will consider their qualifications and education (including those cases where courses are nearly completed but not as yet specifically attained) knowledge, ability to perform the normal requirements of the job satisfactorily and seniority. Where the Employer considers that these qualifications are relatively equal between two or more applicants, seniority shall be the governing factor.
- 21.03 When selecting an employee to fill a position in the bargaining unit where supervisor responsibilities are an integral part of the job, seniority will be considered, but

primary consideration will be given not only to job skills but also to personal qualities such as leadership, reliability, judgement, ability to organize and instruct and an understanding and display of the practice of good human relations.

- 21.04 An employee who holds a continuing appointment and who is the successful candidate for a posted term vacancy within the bargaining unit will require the approval of their Department Head/Designate in order to transfer to that term position. If approval is granted, that employee's continuing appointment will be held for them for the duration of the term appointment. At the end of the term appointment, the employee shall revert to their regular position.
- 21.04.1 If the ensuing term vacancy created by the above described transfer is voluntarily filled by a bargaining unit member, they shall not have the right of reversion to their regular position.
- 21.05 The employee shall be placed on trial for a period of 6 months from the time the new duties are assumed. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the 6 month period. However, should there be indications that the employee may not be satisfactory in their new position, the employee will receive a written progress report at least 1 month prior to the end of the trial period. Failure to provide such notification will mean that the employee is automatically confirmed in their new position. Should the employee prove to be unsatisfactory during the aforementioned familiarization and training period, or if the employee wishes to revert after a minimum 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 without loss of seniority and at their former rate. Any employee, promoted or transferred because of the re-arrangement of positions, shall also be returned to their former or equivalent position without loss of seniority, and at their former salary rate. If an employee affected by such reversion has no former position to return to because of being a new hire then this employee will be terminated and the resulting termination will be considered a layoff and severance will be paid in accordance with Appendix B, Chart A.
- 21.06 An employee who has been transferred to a new position must serve at least 6 months in that position. Nevertheless during this time period they may make application for job postings which offer them a promotional opportunity and, if they are the successful applicant, may be granted an exemption from the six-month restriction by mutual consent of their Department Head/Designate and the Union.
- 21.07 Prior to any public announcement on the Human Resources website each unsuccessful applicant to a posted position will be notified in writing.
- 21.08 During the probationary period as outlined in Article 11.07 or trial period as outlined in Article 21.05 above, the successful applicant shall be given the necessary

instruction to become familiarized with the job content and their new work environment.

ARTICLE 22 – HEALTH AND SAFETY

- 22.01 It is agreed that both parties hereto will participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.
- 22.02 The University's approach to health and safety matters is governed by the provisions of the *Occupational Health and Safety Act* and its regulations. The Union will provide a representative on the Health and Safety Committees formed under the *Occupational Health and Safety Act*. This representative shall not suffer a loss in pay for time spent attending meetings of the committee and carrying out duties as a worker representative.
- 22.03 The Employer agrees to recognize and deal with a return to work representative as designated by the Union.
- 22.04 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*").
- 22.05 **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 23 – UNIFORMS AND PROTECTIVE EQUIPMENT

- 23.01 Where a Department requires an employee to wear a uniform or laboratory coat it shall be the University's responsibility to supply and launder such clothing. The University shall also supply such protective equipment as it deems necessary.
- 23.02 Employees who have been instructed by their Department to wear safety footwear will receive, on the presentation of a receipt, up to one hundred and ninety (\$190.00) per calendar year toward the purchase of a pair of approved safety footwear. In a few cases, a work event may cause sufficient damage to a pair of boots to warrant replacement. Typically, these are one-time events, such as a chemical spill, that damages a boot or a cut or puncture to a boot caused by an equipment failure or other extreme event. Daily wear and tear on the boot does not qualify the wearer for a replacement pair under this article until the next calendar year. The Department will inspect the damaged boots for a safety compromise then will authorize a second reimbursement, on the presentation of a receipt, up to one hundred and ninety (\$190.00) . Upon receiving such a payment the employee will not be eligible for any

other safety footwear payments offered by the Employer for 12 months following the purchase of the replacement.

- 23.02.1 Employees who have received money for safety footwear will be required to wear this footwear on the job.
- 23.03 The Department may require an employee to purchase safety lenses in their prescription glasses because of the nature of the position. In this case, the department will reimburse the employee to a maximum of \$250, once every 2 years, for the replacement or repair of those prescription safety glasses.
- 23.03.1 The employee will, if requested, leave any protective equipment, glasses or footwear covered under this article, and 100% paid for by the employer, at the University workplace during non-working hours.

ARTICLE 24 – UNION MANAGEMENT COMMITTEE

- 24.01 It is agreed that a joint committee will be established with 4 designated representatives from each of Union and Management. This Committee shall meet as required at a mutually convenient time and date. This Committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee is to promote and improve the performance of operations in which the parties are engaged. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.
- 24.01.1 Both parties will have the right to invite guests to meetings as required who can contribute constructively to items on the agenda.
- 24.03.2 Agendas of matters for discussion will be exchanged by the Union and the Employer at least 5 working days prior to the meeting.
- 24.03.2 The Employer agrees to encourage the participation of Department Heads or designates whenever possible.

ARTICLE 25 – DISCIPLINE

- 25.01 Prior to attending a meeting with the Department Head/Designate at which discipline 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 Department Head/Designate. A copy of any disciplinary warning or notice of suspension or discharge shall be forwarded to the Union.

- 25.02 Should the employee wish to respond in writing to any written warning, such response shall become part of their record.
- 25.02.1 A disciplinary notation from an employee's record shall not be used against this person more than 2 years after the date of issue.
- 25.02.2 Disciplinary measures should be appropriate to the infraction and the principles of progressive discipline.
- 25.03 Each employee has the right to review their personnel file in the Human Resources Department.

ARTICLE 26 – POSITION DESCRIPTIONS, POSITION EVALUATIONS AND SALARY ADMINISTRATION

- 26.01 A description of each position under the jurisdiction of the Union will be prepared and maintained by each department and submitted for evaluation as required.
- 26.02 Position descriptions will be typed on the standard form (see Appendix A). Individuals in the positions will be encouraged to participate in the preparation of the descriptions. Each description will be reviewed and signed by the employee, the immediate supervisor and the Department Head/Designate within six (6) months of the 1st signature. The supervisor and the Department Head/Designate in signing the description agree that the position has been adequately described. The employee may agree or disagree by checking Yes or No, that the description is accurate, but must sign the description to indicate that they have read it. The description must be sent to Human Resources within 7 days of the last signature being added to it. Copies of signed position descriptions will be sent to the Union President/Designate and the Union Recording Secretary by Human Resources within 7 days of receipt.
- 26.03 Position descriptions will be submitted to the Human Resources Department for evaluation by the Joint Technical Position Evaluation Committee:
- a) When the duties of a position change substantially as referred to in Article 5.03. Questions concerning the need for this action should be addressed by the Department Head/Designate, supervisor or employee to the Chairperson of the Joint Technical Position Evaluation Committee.
 - b) When a newly-created or substantially changed position is being posted for hiring. In this case a tentative position description will be submitted to the Chairperson of the Joint Technical Position Evaluation Committee who will determine an appropriate tentative salary range for hiring.
 - c) When a Department Head/Designate requests a re-evaluation on their own behalf or on that of a supervisor or employee on the grounds of a conviction that an earlier evaluation was inappropriate.

- d) At the beginning of the thirteenth (13th) month after the start date of any new appointment to a position in the bargaining unit or after a position comes under the jurisdiction of the bargaining unit.
- 26.03.1 Human Resources will notify the Department Head/Designate, the incumbent, the Union President/Designate and the Union Recording Secretary upon the evaluation of a job becoming 5 years old. Within 30 calendar days of receipt of this notification, the Department Head/Designate must review the job description and advise Human Resources as to whether the job description is still accurate or whether it needs to be updated. Human Resources will notify via email the Union President/Designate and the Union Recording Secretary of the position description status within 14 days of receipt of the response from the Department Head/Designate.
- 26.04 Effective January 1, 1985, in the case of a routine re-evaluation which results in a salary increase, the increase will be made effective as of the first of the month in which the last required signature was added to the job description. In the case where the evaluation was one required to be carried out by Article 26.03 (d), any resulting salary increase will be made retroactive to the date of the event which caused the evaluation. In the case where duties are formally changed as of a certain date, any salary increase resulting from the subsequent evaluation of the changed position will be made effective as of the date the duties were changed. Such changes are those which would require notification under Article 26. In the case where the rating of a position was based on a tentative evaluation and the committee's evaluation was lower, then the incumbent's salary will not be reduced.
- 26.05 The fact that a position is described as including certain duties and responsibilities does not restrict the Department Head/Designate or supervisor from changing those duties and responsibilities. In cases where an employee feels that the current description of their job is out of date, is being prepared for evaluation but is incomplete or inaccurate, that duties are being changed but not reflected in an updated job description or that unreasonable delay is being encountered in having a description forwarded for evaluation, the employee will notify the Union executive. A member of the Union executive and a member of Human Resources will meet with the employee and the Department Head or their designate to resolve the problem.

Position Evaluation

- 26.06 Position descriptions will be evaluated by the Joint Technical Position Evaluation Committee. The Committee will include 3 members elected or appointed by the Union, 2 members appointed by the University and a representative from the Human Resources Department who shall be Chairperson.
- 26.07 The length of service on the Committee by a Union member will be 3 years, with 1 member being replaced at an interval of not less than every year.

- 26.08 Union members of the Committee will participate without loss of pay and the cost of any training will be borne by the University.
- 26.09 Upon completion of the evaluation of a position, the Committee will assign a point rating to the position using the Queen's University Modified Hay Guide Chart System as in effect at the date of ratification of this agreement. This rating will be used in determining the appropriate salary ranges for the position. Results of position evaluations will be made available immediately to Department Heads/Designates, the Union Local, and individuals in the affected positions.

Salary Administration

- 26.10 The Department of Human Resources will determine a minimum rate for each Union position using the position rating produced by the Joint Technical Evaluation Committee.
- 26.11 Within the term of this agreement the salary range for each position will be from a minimum to a maximum (125% of the minimum). No employee's salary will be lower than the minimum for their position, nor shall any employee whose salary is currently below the maximum be progressed beyond the maximum.
- 26.12 Steps will continue to be 3% of the minimum salary rate.
- 26.13 Experience credit for new employees or for those being transferred or promoted to new positions will be determined by the Human Resources Department, in consultation with the Department Head/Designate. Evidence of previous employment may be requested from job applicants or present employees.
- 26.14 At the time of hiring into a position in the bargaining unit, Human Resources may set a new employee's starting salary by applying a rate of up to one step per year of relevant experience, up to the maximum of the salary range for the position.
- 26.14.1 Upon promotion to a higher-rated position, when re-evaluation of a position results in a higher rating, or in the case of an employee voluntarily accepting a lower-rated position, the new salary will be set at the same compa-ratio in the new salary range as it was in the former salary range, so long as this is in accordance with Article 26.15.
- 26.14.2 In the case of a re-evaluation which results in a lower point rating, the incumbent's salary will not be reduced. If the incumbent's salary prior to re-evaluation is above the range maxima for the new rating, their salary will remain unchanged until the range maxima for the new point rating exceeds the incumbent's salary.
- 26.15 No salary adjustment will take place to any point beyond the maximum of the range. This Article is not intended to limit annual scale increases.

- 26.16 Each employee will be informed of the salary range for their job and the number of points assigned to the job by the Joint Technical Position Evaluation Committee. Such information shall also be supplied to the Union.
- 26.17 General information about salary ranges including minimum and maximum for a specific job may be published by either party to this agreement. Each member of management will receive detailed salary information concerning members of the bargaining unit for whom they are responsible and a general summary of salary information of the whole bargaining unit.
- 26.17.1 Full salary information concerning all members of the bargaining unit will be available to the Union.
- 26.18 The range steps for each job shall be set out in Schedules "A", "B", and "C" of this Agreement. Negotiated salary increases and increments shall be effective July 1 of each year.
- 26.19 All salary range maximums are 125% of the minimum.

26.20 **Year One**

Effective July 1, 2021:

Step Increase

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

Scale Increase

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

26.21 **Year Two**

Effective July 1, 2022:

Step Increase

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

Scale Increase

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

26.22 Year Three - effective July 1, 2023:*Step Increase*

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

Scale Increase

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

26.23 Increases in the Minimum

- a) Effective July 1, 2021, the formula for calculating the minimums for all job is:

$$\text{Evaluation points} \times \$86.94 + 29,571$$

- b) Effective July 1, 2022, the formula for calculating the minimums for all jobs is:

$$\text{Evaluation points} \times \$87.81 + 29,867$$

- c) Effective July 1, 2023, the formula for calculating the minimums for all jobs is:

$$\text{Evaluation points} \times \$88.69 + 30,166$$

26.24 Acting pay is additional salary paid to an employee who is temporarily assigned, by their supervisor, duties of a higher evaluated position which, if included in the employee's job description, would raise the evaluation of the employee's job description.

26.24.1 When the assignment of these additional duties is for a period of less than 2 months, the employee will be paid acting pay for each day in which the additional duties are

performed, such pay to be at a rate equivalent to 3 percent of their normal salary. Where it is foreseen that these duties will be performed by the individual for 2 months or more a description of the individual's job, including these new duties, will be written and sent to the Chairperson of the Joint Technical Position Evaluation Committee for a tentative evaluation. In this case, the salary rate will be calculated as in Article 26.14.

- 26.24.2 Payment of additional funds will cease once the department no longer requires the individual to perform these additional duties.

ARTICLE 27 – TECHNOLOGICAL OR OTHER CHANGES

- 27.01 The Employer agrees that before the University would ever contract out work currently performed by members of this bargaining unit the matter would be discussed at least 60 days in advance with the Union to provide it with adequate opportunity for discussion, input and suggestion.
- 27.02 The Employer will notify the Union at least 6 months before the introduction of any major technological change which will change the duties and the evaluation of the position held by any employee.
- 27.02.1 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.
- 27.03 The Employer will notify the Union at least 3 months before the introduction of any organizational or operational change which will change the duties and the evaluation of the position held by any employee.
- 27.03.1 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.
- 27.04 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 27.02 and 27.03, 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.
- 27.05 An employee who is displaced from their regular position because of technological, organizational or operational change will suffer no reduction in their normal earnings 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 if the employee has the minimum required qualifications. 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 for which they are qualified.

ARTICLE 28 – EDUCATION AND TRAINING

28.01 *Tuition Assistance Program*

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

28.02 Where training is to be offered to an individual within the department, and where the Employer believes that two or more employees will have equal opportunity to apply such training in their regular duties, then the training will be offered to the appropriate employees in order of their seniority.

ARTICLE 29 – DURATION OF AGREEMENT

29.01 This Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024.

29.01.1 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 terms of a new Agreement. Failing agreement by June 30, 2024 this Agreement and all its terms with the exception of Article 7 will continue in force and effect until a new Agreement is reached.

APPENDIX A – TECHNICIANS QUESTIONNAIRE

Queen's University - Technicians Position Description - Questionnaire

Field of Work: _____ Name: _____
(electronics, machinist, etc.)

Department: _____ Date: _____

Immediate Supervisor:

1. Give a short summary of the duties and responsibilities of your job.
2. To fulfil your duties what knowledge, skills and specialized techniques are required? How would each normally be acquired? How long would it take to become proficient in each of the areas of your work?
3. Is it necessary in this position to oversee the work or to instruct other staff? If so, what does this involve?
4. What other people must you deal with in this job and why (i.e., is there direct contact with students, teaching staff, other departments, people outside the university community)?
5. How is your work assigned to you and how closely is your work checked by someone else?
6. a) Are the sorts of problems encountered in this job usually covered by established procedures or do you frequently have to develop or invent solutions to problems yourself?
b) Are you involved in establishing standard procedures (give examples)?
7. a) What is the size of your department (i.e., no. of classes for which you are involved with labs, no. of students, no. of staff you might come in contact with, no. of technicians in department)?
b) What kind of equipment or material are you responsible for? Are you solely responsible for and what is its approximate value?
8. Give details of any unusual factors affecting this job, i.e. hazards, unusual working conditions, requirement for a high degree of manual dexterity, etc.
9. Do you have any general comments about this position which may not be covered by the preceding questions?
10. Does the information provided on this questionnaire accurately describe the duties and responsibilities of your position?

Yes _____

No _____

Incumbent's Signature

Date

Supervisor's Signature

Date

Head of Department's Signature

Date

This form to be sent to Human Resources within 7 days of the last signature being added to it.

APPENDIX B – WEEKS OF SEVERANCE PAY ALLOWANCE**Chart A****Chart B**

Continuous Years of Service at Date of Layoff (<i>years</i>)	Severance Pay (<i>weeks</i>)	Enhanced Severance Pay Effective Date of Layoff
0	0	0
1	0	0
2	0	2
3	1	4
4	2	6
5	6	10
6	7	12
7	8	14
8	9	16
9	10	18
10	11	20
11	12	22
12	13	24
13	15	26
14	17	28
15	19	30
16	21	32
17	23	34
18	25	36
19	27	38
20	29	44
21	31	46
22	33	48
23	35	50
24	37	52
25	39	54
26	41	56
27	43	58
28	45	58
29	47	60
30	52	62
31	52	64

APPENDIX C – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

C.U.P.E. Local 254 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 has been set aside in the previous years. (The 75%/25% are used to illustrate how the program works.) The Employee has many options for the deferred amount and the length of the leave. 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 1 year, but not pay tax on that income until a subsequent year. Also, by receiving 75% of full-time salary for four years instead of 100% salary for three years, the Employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

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 of 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 three 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/Designate 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 shall 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, 2021 until June 30, 2024.

APPENDIX E – DENTAL PLAN

The 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 twice 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

In addition to the above basic coverage, the 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% coinsurance 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 Queen's 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 academic staff as defined in Article 12 of the QUFA collective agreement with appointments 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 five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be prorated to correspond with an employee's terms of appointment. For example, an employee who has a 60% appointment could waive payment of tuition fees to a maximum of sixty percent of the dollar value of five full credit undergraduate Arts & Science courses.

Fees for 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 seven years of continuous registration for a doctoral degree program. Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the Department Head, employees (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.

Enrolment

- 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. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver 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 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 will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.

Auditing, material, student interest and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.

Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Learning and Development Specialist to obtain reimbursement of the tuition fees.

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 254 who has been continuously employed for at least 1 year and who holds a current continuing appointment, a current continuing term appointment or current term appointment, or is on a leave from one of those appointments in accordance with Articles 16.03.5, 16.03.6, 16.03.7 or 16.03.8, 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 child care 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 child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual 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 full-time (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 254 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 child care facilities.
- Effective January 1, 2007 this program will include before and/or after school programs and school professional activity days as defined under Appendix G1.
- The nominal value of the fund established for this plan is \$20,000. 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 254) as requested by the President or designate, CUPE Local 254 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 G1 – CHILD CARE BENEFIT PLAN

Effective (January 1, 2007)

Before and/or after school programs or school professional activity days.

Eligibility:

An employee as defined under Item 1 in Appendix G Child Care Benefit Plan, who has dependent children under the age of twelve, in before and/or after school programs, or school professional activity days is eligible for reimbursement under Appendix G1 of the Child Care Benefit Plan.

Plan:

- Claims paid under Appendix G1 are funded from the Child Care Benefit Plan Fund as described in Appendix G.
- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are to be 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 daily maximum reimbursement for before, after, or both before and after school programs will be \$5.00.
- If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.
- The daily maximum reimbursement for professional activity days will be \$5.00.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only 1 claim per child will be reimbursed by the University.
- Claims made under both Appendix G and Appendix G1 for the same child will have a combined maximum of \$3,000 per child. Any amount payable under the plan will be prorated based on the employee's appointment if it is less than full-time (e.g. 80% time appointment, 80% of \$3,000). There is no carry-over provision if the \$3,000 is not used per year.

- Eligible dependent children are natural, step, common-law, adopted children, or wards under the age of twelve.
- This is a taxable benefit.

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 254 who has been continuously employed for at least 1 year and who holds a current continuing appointment, a current continuing term appointment or current term appointment, or is on a leave from one of those appointments in accordance with Articles 16.03.5, 16.03.6, 16.03.7 or 16.03.8, 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 full-time 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 prorated 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).
- 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 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 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) 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) 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 254 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 \$60,000.00. Effective July 1, 2011 the nominal value of the fund established for this plan will increase to \$80,000.00. Effective July 1, 2012 the nominal value of the fund established for this plan will increase to \$90,000.00. Effective July 1, 2013 the nominal value of the fund established for this plan will increase to \$100,000.00. 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 254) as requested by the President or designate, CUPE Local 254 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 1 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 per student.
- **Winter Term:** This period covers January through April; courses taken during this period shall not exceed the maximum allowance of \$2,000 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.

SCHEDULE A TECHNICIAN UNION SALARY RANGES - JULY 1/21- JUNE 30/22

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Animal Care Services						
00118454	Animal Care Helper	8/May/09	124	40,352	50,440	1,211
00118068	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00500246	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00504212	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00504213	Animal Care Helper	23/May/19	124	40,352	50,440	1,211
00505652	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00506059	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00505685	Animal Care Helper	31/May/06	124	40,352	50,440	1,211
00102850	Animal Care Technician	22/Apr/03	218	48,524	60,655	1,456
00102853	Animal Care Technician	25/Jun/13	218	48,524	60,655	1,456
00102855	Animal Care Technician	25/Jun/15	218	48,524	60,655	1,456
00124043	Animal Care Technician	25/Jun/13	218	48,524	60,655	1,456
00126342	Animal Care Technician	25/Jun/15	218	48,524	60,655	1,456
00130960	Animal Care Technician	14/May/10	218	48,524	60,655	1,456
00126343	Animal Care Technician	25/Jun/15	218	48,524	60,655	1,456
00129842	Animal Care Technician	5/Jun/14	218	48,524	60,655	1,456
00123900	Veterinary Technician	6/Jun/07	362	61,043	76,304	1,831
Art Conservation						
00503841	Art Conservation Laboratory Technician	23/May/19	190	46,090	57,613	1,383
Biology						
00101055	General Technician	13/Nov/15	218	48,524	60,655	1,456
00505824	Microscopy Technician	3/Jun/20	218	48,524	60,655	1,456
Biomedical and Molecular Science						
00102323	Anatomy Laboratory Technician	3/Dec/20	291	54,871	68,589	1,646
00123823	Laboratory Technician	12/Dec/13	282	54,088	67,610	1,623
00102690	Laboratory Technician	21/Jun/16	282	54,088	67,610	1,623
00504116	Laboratory Technician	28/Nov/18	282	54,088	67,610	1,623
00504115	Laboratory Technician	28/Nov/18	282	54,088	67,610	1,623
00102356	Technical Support Assistant	23/May/19	183	45,481	56,851	1,364
00505102	Junior Laboratory Assistant	1/Feb/19	109	39,047	48,809	1,171
00102326	Histology/Electron Microscopy Laboratory Technologist	17/Dec/19	314	56,870	71,088	1,706
00505839	Molecular Biology and Microscopy Laboratory Technologist	15/Jun/20	314	56,870	71,088	1,706
Chemical Engineering						
00103019	Chemical Technologist	25/Oct/17	323	57,653	72,066	1,730
00122126	Chemical Technologist	25/Oct/17	314	56,870	71,088	1,706
Chemistry						
00101123	Chemical Technologist	4/Jun/18	314	56,870	71,088	1,706
00503025	Chemical Technologist	25/Oct/17	314	56,870	71,088	1,706
00126296	Chemistry Technologist	26/Sep/08	314	56,870	71,088	1,706
00101110	Computer Network Administrator/Electronics Technologist	27/Jun/12	323	57,653	72,066	1,730
00126919	Operations Assistant	24/Oct/19	186	45,742	57,178	1,372
00101126	Instrumentation Technologist	28/Apr/17	314	56,870	71,088	1,706

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Civil Engineering						
00503357	Civil Technician	13/Jun/19	218	48,524	60,655	1,456
00120830	Environmental Engineering Technologist	23/Jan/18	332	58,435	73,044	1,753
00103056	Instrumentation Technologist	23/Jan/18	332	58,435	73,044	1,753
00131650	Civil Engineering Technologist	23/Jan/18	323	57,653	72,066	1,730
Clinical Simulation Centre						
00500083	Technical Lab Assistant **	3/Dec/20	314	56,870	71,088	1,706
00502441	Laboratory Assistant	7/Jul/17	218	48,524	60,655	1,456
00502047	Laboratory Assistant	12/Jun/18	218	48,524	60,655	1,456
Dan School of Drama and Music						
00112833	Audio-Visual/Instruments Technician	3/Dec/20	228	49,393	61,741	1,482
Electrical and Computer Engineering						
00103119	Computing Engineering Technologist *	21/Mar/01	323	57,653	72,066	1,730
00108995	Computing Engineering Technologist *	21/Mar/01	323	57,653	72,066	1,730
Environmental Health and Safety						
00109499	Fire Safety Coordinator	7/Apr/09	291	54,871	68,589	1,646
00129643	Hechmet Inventory Stores Technician	11/Dec/18	186	45,742	57,178	1,372
00124640	Junior Safety Technician	29/Nov/12	223	48,959	61,199	1,469
00109498	Safety Technician, Fire Systems/Biohazards	30/Apr/97	282	54,088	67,610	1,623
00120968	Safety Technician, Hazardous Materials & Industrial Hygiene	12/Dec/13	323	57,653	72,066	1,730
00504871	Safety Technician (Radiation and Chemical Safety)	10/Jul/18	282	54,088	67,610	1,623
00504872	Safety Technician (Biohazard and Chemical Safety)	10/Jul/18	282	54,088	67,610	1,623
Faculty of Engineering and Applied Sciences						
00500965	Computer Systems Technologist	13/Nov/14	323	57,653	72,066	1,730
00500966	Computer Systems Technologist	13/Nov/14	323	57,653	72,066	1,730
00122829	Computer Systems Technologist	13/Nov/14	323	57,653	72,066	1,730
00103118	Electrical Technologist	24/Mar/10	314	56,870	71,088	1,706
00124193	Electro-Mechanical Technologist	8/Jul/15	314	56,870	71,088	1,706
00120934	Electronics Technologist	22/May/14	314	56,870	71,088	1,706
00501969	Mechanical Technician	27/Apr/17	223	48,959	61,199	1,469
Faculty of Health Sciences						
00132166	Facilities Operator	12/Jun/18	173	44,612	55,765	1,338
00502267	Facilities Operator Assistant	12/Jun/18	156	43,134	53,918	1,294
Film and Media						
00504209	Film and Video Technician	24/Aug/17	275	53,480	66,850	1,604
00505777	Film and Video Technician	8/Apr/20	275	53,480	66,850	1,604
00121454	Senior Film and Video Technician	9/Jul/15	332	58,435	73,044	1,753
Geological Science						
00108906	Curator	8/Oct/20	372	61,913	77,391	1,857
00505816	Sample Preparation Laboratory Technologist	25/May/20	282	54,088	67,610	1,623

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
ITS Audio Visual Support						
00121213	Audio/Visual Technician	13/Feb/14	238	50,263	62,829	1,508
00104969	Production Director	27/Oct/97	323	57,653	72,066	1,730
00505235	Digital Classrooms Technologist	6/May/19	282	54,088	67,610	1,623
00505499	Digital Classrooms Technologist	6/Sep/19	282	54,088	67,610	1,623
00506025	Digital Classrooms Technologist	9/Nov/20	282	54,088	67,610	1,623
ITS Infrastructure Services						
00110076	Network Communications Technician	8/May/09	314	56,870	71,088	1,706
00119663	Network Communications Technologist	25/Feb/19	314	56,870	71,088	1,706
00113006	Network Communications Technologist	25/Oct/17	314	56,870	71,088	1,706
00109244	Senior Network Communications Technologist	26/Feb/15	332	58,435	73,044	1,753
00104881	Senior Network Communications Technologist	26/Feb/15	332	58,435	73,044	1,753
00505145	Senior Network Communications Technologist	22/Feb/19	332	58,435	73,044	1,753
Marketing						
00111508	Senior Graphic Designer	24/Jul/19	314	56,870	71,088	1,706
00505737	Senior Graphic Designer	1/Feb/20	314	56,870	71,088	1,706
Mechanical and Materials Engineering						
00103191	Machinist Technician	11/Jun/08	323	57,653	72,066	1,730
00103165	Senior Machinist Tool/Lab Technician	30/Nov/05	342	59,304	74,130	1,779
00111467	Welder/Fabricator Technician	8/May/09	323	57,653	72,066	1,730
00125256	Junior Machinist	2/Aug/17	233	49,828	62,285	1,495
00505025	Mechatronics Engineering Technologist	1/Nov/18	323	57,653	72,066	1,730
00103167	Mechanical Engineering Technologist	12/Jan/21	323	57,653	72,066	1,730
Physics						
00101852	Departmental Technician	12/Jun/18	314	56,870	71,088	1,706
00101850	Electronics Technologist	30/Oct/01	314	56,870	71,088	1,706
00101851	Electronics Technologist	13/Jun/19	314	56,870	71,088	1,706
00101853	Storeskeeper/Cryogenics Technician	25/Jun/13	228	49,393	61,741	1,482
00118400	Senior Instrument Maker	30/May/17	363	61,130	76,413	1,834
00127288	Machine Shop Instrument Maker	8/May/14	314	56,870	71,088	1,706
Psychology						
00111892	Psychology Technician	18/Feb/16	218	48,524	60,655	1,456
Robert M Buchan Department of Mining						
00103216	Mining Engineering Technician	4/Jun/18	218	48,524	60,655	1,456
00128951	Testing Operator	4/May/12	165	43,916	54,895	1,317
00103217	Mineral Processing Technician	8/Mar/17	314	56,870	71,088	1,706
School of Nursing						
00503504	Simulation Laboratory Technologist	4/Jun/18	282	54,088	67,610	1,623

* The salaries and point ranges listed for these positions are based on an agreement in bargaining signed January 17, 2004.

** This position was retroactively classified as CUPE 254 effective January 29, 2015.

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2021.

SCHEDULE B TECHNICIAN UNION SALARY RANGES - JULY 1/22 - JUNE 30/23

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Animal Care Services						
00118454	Animal Care Helper	8/May/09	124	40,755	50,944	1,223
00118068	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00500246	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00504212	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00504213	Animal Care Helper	23/May/19	124	40,755	50,944	1,223
00505652	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00506059	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00505685	Animal Care Helper	31/May/06	124	40,755	50,944	1,223
00102850	Animal Care Technician	22/Apr/03	218	49,010	61,263	1,470
00102853	Animal Care Technician	25/Jun/13	218	49,010	61,263	1,470
00102855	Animal Care Technician	25/Jan/15	218	49,010	61,263	1,470
00124043	Animal Care Technician	25/Jun/13	218	49,010	61,263	1,470
00126342	Animal Care Technician	25/Jan/15	218	49,010	61,263	1,470
00130960	Animal Care Technician	14/May/10	218	49,010	61,263	1,470
00126343	Animal Care Technician	25/Jan/15	218	49,010	61,263	1,470
00129842	Animal Care Technician	5/Jun/14	218	49,010	61,263	1,470
00123900	Veterinary Technician	6/Jun/07	362	61,654	77,068	1,850
Art Conservation						
00503841	Art Conservation Laboratory Technician	23/May/19	190	46,551	58,189	1,397
Biology						
00101055	General Technician	13/Nov/15	218	49,010	61,263	1,470
00505824	Microscopy Technician	3/Jun/20	218	49,010	61,263	1,470
Biomedical and Molecular Science						
00102323	Anatomy Laboratory Technician	3/Dec/20	291	55,420	69,275	1,663
00123823	Laboratory Technician	12/Dec/13	282	54,629	68,286	1,639
00102690	Laboratory Technician	21/Jan/16	282	54,629	68,286	1,639
00504116	Laboratory Technician	28/Nov/18	282	54,629	68,286	1,639
00504115	Laboratory Technician	28/Nov/18	282	54,629	68,286	1,639
00102356	Technical Support Assistant	23/May/19	183	45,936	57,420	1,378
00505102	Junior Laboratory Assistant	1/Feb/19	109	39,438	49,298	1,183
00102326	Histology/Electron Microscopy Laboratory Technologist	17/Dec/19	314	57,439	71,799	1,723
00505839	Molecular Biology and Microscopy Laboratory Technologist	15/Jun/20	314	57,439	71,799	1,723
Chemical Engineering						
00103019	Chemical Technologist	25/Oct/17	323	58,230	72,788	1,747
00122126	Chemical Technologist	25/Oct/17	314	57,439	71,799	1,723
Chemistry						
00101123	Chemical Technologist	4/Jun/18	314	57,439	71,799	1,723
00503025	Chemical Technologist	25/Oct/17	314	57,439	71,799	1,723
00126296	Chemistry Technologist	26/Sep/08	314	57,439	71,799	1,723
00101110	Computer Network Administrator/Electronics Technologist	27/Jun/12	323	58,230	72,788	1,747
00126919	Operations Assistant	24/Oct/19	186	46,200	57,750	1,386
00101126	Instrumentation Technologist	28/Apr/17	314	57,439	71,799	1,723

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Civil Engineering						
00503357	Civil Technician	13/Jun/19	218	49,010	61,263	1,470
00120830	Environmental Engineering Technologist	23/Jan/18	332	59,020	73,775	1,771
00103056	Instrumentation Technologist	23/Jan/18	332	59,020	73,775	1,771
00131650	Civil Engineering Technologist	23/Jan/18	323	58,230	72,788	1,747
Clinical Simulation Centre						
00500083	Technical Lab Assistant **	3/Dec/20	314	57,439	71,799	1,723
00502441	Laboratory Assistant	7/Jul/17	218	49,010	61,263	1,470
00502047	Laboratory Assistant	12/Jun/18	218	49,010	61,263	1,470
Dan School of Drama and Music						
00112833	Audio-Visual/Instruments Technician	3/Dec/20	228	49,888	62,360	1,497
Electrical and Computer Engineering						
00103119	Computing Engineering Technologist *	21/Mar/01	323	58,230	72,788	1,747
00108995	Computing Engineering Technologist *	21/Mar/01	323	58,230	72,788	1,747
Environmental Health and Safety						
00109499	Fire Safety Coordinator	7/Apr/09	291	55,420	69,275	1,663
00129643	Hechmet Inventory Stores Technician	11/Dec/18	186	46,200	57,750	1,386
00124640	Junior Safety Technician	29/Nov/12	223	49,449	61,811	1,483
00109498	Safety Technician, Fire Systems/Biohazards	30/Apr/97	282	54,629	68,286	1,639
00120968	Safety Technician, Hazardous Materials & Industrial Hygiene	12/Dec/13	323	58,230	72,788	1,747
00504871	Safety Technician (Radiation and Chemical Safety)	10/Jul/18	282	54,629	68,286	1,639
00504872	Safety Technician (Biohazard and Chemical Safety)	10/Jul/18	282	54,629	68,286	1,639
Faculty of Engineering and Applied Sciences						
00500965	Computer Systems Technologist	13/Nov/14	323	58,230	72,788	1,747
00500966	Computer Systems Technologist	13/Nov/14	323	58,230	72,788	1,747
00122829	Computer Systems Technologist	13/Nov/14	323	58,230	72,788	1,747
00103118	Electrical Technologist	24/Mar/10	314	57,439	71,799	1,723
00124193	Electro-Mechanical Technologist	8/Jul/15	314	57,439	71,799	1,723
00120934	Electronics Technologist	22/May/14	314	57,439	71,799	1,723
00501969	Mechanical Technician	27/Apr/17	223	49,449	61,811	1,483
Faculty of Health Sciences						
00132166	Facilities Operator	12/Jun/18	173	45,058	56,323	1,352
00502267	Facilities Operator Assistant	12/Jun/18	156	43,565	54,456	1,307
Film and Media						
00504209	Film and Video Technician	24/Aug/17	275	54,015	67,519	1,620
00505777	Film and Video Technician	8/Apr/20	275	54,015	67,519	1,620
00121454	Senior Film and Video Technician	9/Jul/15	332	59,020	73,775	1,771
Geological Science						
00108906	Curator	8/Oct/20	372	62,532	78,165	1,876
00505816	Sample Preparation Laboratory Technologist	25/May/20	282	54,629	68,286	1,639

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
ITS Audio Visual Support						
00121213	Audio/Visual Technician	13/Feb/14	238	50,766	63,458	1,523
00104969	Production Director	27/Oct/97	323	58,230	72,788	1,747
00505235	Digital Classrooms Technologist	6/May/19	282	54,629	68,286	1,639
00505499	Digital Classrooms Technologist	6/Sep/19	282	54,629	68,286	1,639
00506025	Digital Classrooms Technologist	9/Nov/20	282	54,629	68,286	1,639
ITS Infrastructure Services						
00110076	Network Communications Technician	8/May/09	314	57,439	71,799	1,723
00119663	Network Communications Technologist	25/Feb/19	314	57,439	71,799	1,723
00113006	Network Communications Technologist	25/Oct/17	314	57,439	71,799	1,723
00109244	Senior Network Communications Technologist	26/Feb/15	332	59,020	73,775	1,771
00104881	Senior Network Communications Technologist	26/Feb/15	332	59,020	73,775	1,771
00505145	Senior Network Communications Technologist	22/Feb/19	332	59,020	73,775	1,771
Marketing						
00111508	Senior Graphic Designer	24/Jul/19	314	57,439	71,799	1,723
00505737	Senior Graphic Designer	1/Feb/20	314	57,439	71,799	1,723
Mechanical and Materials Engineering						
00103191	Machinist Technician	11/Jun/08	323	58,230	72,788	1,747
00103165	Senior Machinist Tool/Lab Technician	30/Nov/05	342	59,898	74,873	1,797
00111467	Welder/Fabricator Technician	8/May/09	323	58,230	72,788	1,747
00125256	Junior Machinist	2/Aug/17	233	50,327	62,909	1,510
00505025	Mechatronics Engineering Technologist	1/Nov/18	323	58,230	72,788	1,747
00103167	Mechanical Engineering Technologist	12/Jan/21	323	58,230	72,788	1,747
Physics						
00101852	Departmental Technician	12/Jun/18	314	57,439	71,799	1,723
00101850	Electronics Technologist	30/Oct/01	314	57,439	71,799	1,723
00101851	Electronics Technologist	13/Jun/19	314	57,439	71,799	1,723
00101853	Storeskeeper/Cryogenics Technician	25/Jun/13	228	49,888	62,360	1,497
00118400	Senior Instrument Maker	30/May/17	363	61,742	77,178	1,852
00127288	Machine Shop Instrument Maker	8/May/14	314	57,439	71,799	1,723
Psychology						
00111892	Psychology Technician	18/Feb/16	218	49,010	61,263	1,470
Robert M Buchan Department of Mining						
00103216	Mining Engineering Technician	4/Jun/18	218	49,010	61,263	1,470
00128951	Testing Operator	4/May/12	165	44,356	55,445	1,331
00103217	Mineral Processing Technician	8/Mar/17	314	57,439	71,799	1,723
School of Nursing						
00503504	Simulation Laboratory Technologist	4/Jun/18	282	54,629	68,286	1,639

* The salaries and point ranges listed for these positions are based on an agreement in bargaining signed January 17, 2004.

** This position was retroactively classified as CUPE 254 effective January 29, 2015.

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2021.

SCHEDULE C TECHNICIAN UNION SALARY RANGES - JULY 1/23 - JUNE 30/24

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Animal Care Services						
00118454	Animal Care Helper	8/May/09	124	41,164	51,455	1,235
00118068	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00500246	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00504212	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00504213	Animal Care Helper	23/May/19	124	41,164	51,455	1,235
00505652	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00506059	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00505685	Animal Care Helper	31/May/06	124	41,164	51,455	1,235
00102850	Animal Care Technician	22/Apr/03	218	49,500	61,875	1,485
00102853	Animal Care Technician	25/Jun/13	218	49,500	61,875	1,485
00102855	Animal Care Technician	25/Jun/15	218	49,500	61,875	1,485
00124043	Animal Care Technician	25/Jun/13	218	49,500	61,875	1,485
00126342	Animal Care Technician	25/Jun/15	218	49,500	61,875	1,485
00130960	Animal Care Technician	14/May/10	218	49,500	61,875	1,485
00126343	Animal Care Technician	25/Jun/15	218	49,500	61,875	1,485
00129842	Animal Care Technician	5/Jun/14	218	49,500	61,875	1,485
00123900	Veterinary Technician	6/Jun/07	362	62,272	77,840	1,868
Art Conservation						
00503841	Art Conservation Laboratory Technician	23/May/19	190	47,017	58,771	1,411
Biology						
00101055	General Technician	13/Nov/15	218	49,500	61,875	1,485
00505824	Microscopy Technician	3/Jun/20	218	49,500	61,875	1,485
Biomedical and Molecular Science						
00102323	Anatomy Laboratory Technician	3/Dec/20	291	55,975	69,969	1,679
00123823	Laboratory Technician	12/Dec/13	282	55,177	68,971	1,655
00102690	Laboratory Technician	21/Jun/16	282	55,177	68,971	1,655
00504116	Laboratory Technician	28/Nov/18	282	55,177	68,971	1,655
00504115	Laboratory Technician	28/Nov/18	282	55,177	68,971	1,655
00102356	Technical Support Assistant	23/May/19	183	46,396	57,995	1,392
00505102	Junior Laboratory Assistant	1/Feb/19	109	39,833	49,791	1,195
00102326	Histology/Electron Microscopy Laboratory Technologist	17/Dec/19	314	58,015	72,519	1,740
00505839	Molecular Biology and Microscopy Laboratory Technologist	15/Jun/20	314	58,015	72,519	1,740
Chemical Engineering						
00103019	Chemical Technologist	25/Oct/17	323	58,813	73,516	1,764
00122126	Chemical Technologist	25/Oct/17	314	58,015	72,519	1,740
Chemistry						
00101123	Chemical Technologist	4/Jun/18	314	58,015	72,519	1,740
00503025	Chemical Technologist	25/Oct/17	314	58,015	72,519	1,740
00126296	Chemistry Technologist	26/Sep/08	314	58,015	72,519	1,740
00101110	Computer Network Administrator/Electronics Technologist	27/Jun/12	323	58,813	73,516	1,764
00126919	Operations Assistant	24/Oct/19	186	46,662	58,328	1,400
00101126	Instrumentation Technologist	28/Apr/17	314	58,015	72,519	1,740

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
Civil Engineering						
00503357	Civil Technician	13/Jun/19	218	49,500	61,875	1,485
00120830	Environmental Engineering Technologist	23/Jan/18	332	59,611	74,514	1,788
00103056	Instrumentation Technologist	23/Jan/18	332	59,611	74,514	1,788
00131650	Civil Engineering Technologist	23/Jan/18	323	58,813	73,516	1,764
Clinical Simulation Centre						
00500083	Technical Lab Assistant **	3/Dec/20	314	58,015	72,519	1,740
00502441	Laboratory Assistant	7/Jul/17	218	49,500	61,875	1,485
00502047	Laboratory Assistant	12/Jun/18	218	49,500	61,875	1,485
Dan School of Drama and Music						
00112833	Audio-Visual/Instruments Technician	3/Dec/20	228	50,387	62,984	1,512
Electrical and Computer Engineering						
00103119	Computing Engineering Technologist *	21/Mar/01	323	58,813	73,516	1,764
00108995	Computing Engineering Technologist *	21/Mar/01	323	58,813	73,516	1,764
Environmental Health and Safety						
00109499	Fire Safety Coordinator	7/Apr/09	291	55,975	69,969	1,679
00129643	Hechmet Inventory Stores Technician	11/Dec/18	186	46,662	58,328	1,400
00124640	Junior Safety Technician	29/Nov/12	223	49,944	62,430	1,498
00109498	Safety Technician, Fire Systems/Biohazards	30/Apr/97	282	55,177	68,971	1,655
00120968	Safety Technician, Hazardous Materials & Industrial Hygiene	12/Dec/13	323	58,813	73,516	1,764
00504871	Safety Technician (Radiation and Chemical Safety)	10/Jul/18	282	55,177	68,971	1,655
00504872	Safety Technician (Biohazard and Chemical Safety)	10/Jul/18	282	55,177	68,971	1,655
Faculty of Engineering and Applied Sciences						
00500965	Computer Systems Technologist	13/Nov/14	323	58,813	73,516	1,764
00500966	Computer Systems Technologist	13/Nov/14	323	58,813	73,516	1,764
00122829	Computer Systems Technologist	13/Nov/14	323	58,813	73,516	1,764
00103118	Electrical Technologist	24/Mar/10	314	58,015	72,519	1,740
00124193	Electro-Mechanical Technologist	8/Jul/15	314	58,015	72,519	1,740
00120934	Electronics Technologist	22/May/14	314	58,015	72,519	1,740
00501969	Mechanical Technician	27/Apr/17	223	49,944	62,430	1,498
Faculty of Health Sciences						
00132166	Facilities Operator	12/Jun/18	173	45,509	56,886	1,365
00502267	Facilities Operator Assistant	12/Jun/18	156	44,002	55,003	1,320
Film and Media						
00504209	Film and Video Technician	24/Aug/17	275	54,556	68,195	1,637
00505777	Film and Video Technician	8/Apr/20	275	54,556	68,195	1,637
00121454	Senior Film and Video Technician	9/Jul/15	332	59,611	74,514	1,788
Geological Science						
00108906	Curator	8/Oct/20	372	63,159	78,949	1,895
00505816	Sample Preparation Laboratory Technologist	25/May/20	282	55,177	68,971	1,655

Position Title		Eval Date	Eval Pts	MIN	MAX	Range Step
ITS Audio Visual Support						
00121213	Audio/Visual Technician	13/Feb/14	238	51,274	64,093	1,538
00104969	Production Director	27/Oct/97	323	58,813	73,516	1,764
00505235	Digital Classrooms Technologist	6/May/19	282	55,177	68,971	1,655
00505499	Digital Classrooms Technologist	6/Sep/19	282	55,177	68,971	1,655
00506025	Digital Classrooms Technologist	9/Nov/20	282	55,177	68,971	1,655
ITS Infrastructure Services						
00110076	Network Communications Technician	8/May/09	314	58,015	72,519	1,740
00119663	Network Communications Technologist	25/Feb/19	314	58,015	72,519	1,740
00113006	Network Communications Technologist	25/Oct/17	314	58,015	72,519	1,740
00109244	Senior Network Communications Technologist	26/Feb/15	332	59,611	74,514	1,788
00104881	Senior Network Communications Technologist	26/Feb/15	332	59,611	74,514	1,788
00505145	Senior Network Communications Technologist	22/Feb/19	332	59,611	74,514	1,788
Marketing						
00111508	Senior Graphic Designer	24/Jul/19	314	58,015	72,519	1,740
00505737	Senior Graphic Designer	1/Feb/20	314	58,015	72,519	1,740
Mechanical and Materials Engineering						
00103191	Machinist Technician	11/Jun/08	323	58,813	73,516	1,764
00103165	Senior Machinist Tool/Lab Technician	30/Nov/05	342	60,498	75,623	1,815
00111467	Welder/Fabricator Technician	8/May/09	323	58,813	73,516	1,764
00125256	Junior Machinist	2/Aug/17	233	50,831	63,539	1,525
00505025	Mechatronics Engineering Technologist	1/Nov/18	323	58,813	73,516	1,764
00103167	Mechanical Engineering Technologist	12/Jan/21	323	58,813	73,516	1,764
Physics						
00101852	Departmental Technician	12/Jun/18	314	58,015	72,519	1,740
00101850	Electronics Technologist	30/Oct/01	314	58,015	72,519	1,740
00101851	Electronics Technologist	13/Jun/19	314	58,015	72,519	1,740
00101853	Storeskeeper/Cryogenics Technician	25/Jun/13	228	50,387	62,984	1,512
00118400	Senior Instrument Maker	30/May/17	363	62,360	77,950	1,871
00127288	Machine Shop Instrument Maker	8/May/14	314	58,015	72,519	1,740
Psychology						
00111892	Psychology Technician	18/Feb/16	218	49,500	61,875	1,485
Robert M Buchan Department of Mining						
00103216	Mining Engineering Technician	4/Jun/18	218	49,500	61,875	1,485
00128951	Testing Operator	4/May/12	165	44,800	56,000	1,344
00103217	Mineral Processing Technician	8/Mar/17	314	58,015	72,519	1,740
School of Nursing						
00503504	Simulation Laboratory Technologist	4/Jun/18	282	55,177	68,971	1,655

* The salaries and point ranges listed for these positions are based on an agreement in bargaining signed January 17, 2004.

** This position was retroactively classified as CUPE 254 effective January 29, 2015.

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2021.

SCHEDULE D – FACULTY LIST

Faculty	Department
Faculty of Applied Science	Chemical Engineering Civil Engineering Electrical & Computer Engineering Integrated Learning Centre Mechanical & Materials Engineering Robert M. Buchan Department of Mining
Faculty of Arts & Science	Art Conservation Biology Chemistry Dan School of Drama and Music Film and Media Geological Sciences & Geological Engineering Physics Psychology
Faculty of Health Sciences	Biomedical and Molecular Sciences Clinical Simulation Centre Faculty Office Pathology and Molecular Sciences School of Nursing

Note: The above list of Departments in each Faculty is intended to indicate the current reporting structure for positions in the bargaining unit and will be updated as necessary to reflect any changes that may take place in each Faculty. The Parties agree that all positions covered by this bargaining unit fall within either Schedule D or Schedule E (Other Mutually Agreed Areas).

SCHEDULE E – MUTUALLY AGREED AREAS

Article 1.01 Other Mutually Agreed Areas

It is agreed by the University and the Union that the following positions in the mutually agreed areas listed below are included in the bargaining unit. It is further agreed that any positions of a similar nature which may arise within the agreed areas listed below will be included in the bargaining unit.

Animal Care Service

Position Number	Position Title	Department/Area
02848	Animal Care Technician/Facility Maintenance Coordinator	Animal Care Service
00102850	Animal Care Technician	Animal Care Service
00102851	Laboratory Animal Care Technician	Animal Care Service
02852	Laboratory Animal Care Technician	Animal Care Service
00102853	Animal Care Technician	Animal Care Service
02854	Laboratory Animal Care Technician	Animal Care Service
00102855	Animal Care Technician	Animal Care Service
00118068	Animal Care Helper	Animal Care Service
00118454	Animal Care Helper	Animal Care Service
22565	Animal Care Technician	Animal Care Service
00124043	Animal Care Technician	Animal Care Service
00126002	Animal Care Helper	Animal Care Service
00126342	Animal Care Technician	Animal Care Service
00126343	Animal Care Technician	Animal Care Service
00129842	Animal Care Technician	Animal Care Service
00130960	Animal Care Technician	Animal Care Service
00130961	Animal Care Technician	Animal Care Service
02838	Laboratory Animal Technician	Animal Care Services
02847	Senior Lab Animal Technician	Animal Care Services
00500246	Animal Care Helper	Animal Care Services
00504212	Animal Care Helper	Animal Care Services
00504213	Animal Care Helper	Animal Care Services

Biomedical Engineering Unit- Service Unit

Position Number	Position Title	Department/Area
02524	Electronic Technician	Biomedical Engineering Unit - Service Unit
02525	Electronic Technologist	Biomedical Engineering Unit - Service Unit

13296	Biomedical Technologist	Biomedical Engineering Unit - Service Unit
16394	Electronic Technician	Biomedical Engineering Unit - Service Unit

Communications

Position Number	Position Title	Department/Area
00111508	Senior Graphic Designer	Communications

Environmental Health & Safety

Position Number	Position Title	Department/Area
00501584	Junior Safety Technician	Environmental Health and Safety
00109498	Safety Technician, Fire Systems/Biohazards	Environmental Health and Safety
00109499	Fire Safety Coordinator	Environmental Health and Safety
09502	Biohazard Safety Technician	Environmental Health and Safety
10172	Safety Technician (Hazardous Material)	Environmental Health and Safety
00120968	Safety Technician, Hazardous Materials & Industrial Hygiene	Environmental Health and Safety
00124640	Junior Safety Technician	Environmental Health and Safety
00129643	Hechmet Inventory Stores Technician	Environmental Health and Safety
00504871	Safety Technician (Radiation and Chemical Safety)	Environmental Health and Safety
00504872	Safety Technician (Biohazard and Chemical Safety)	Environmental Health and Safety

Faculty of Education

Position Number	Position Title	Department/Area
04232	Graphics Artist	Faculty of Education
04233	Audio-Visual Technician	Faculty of Education
04234	Electronic Technician	Faculty of Education
00104334	Educational Resources Technician	Faculty of Education

Graphic Design Services

Position Number	Position Title	Department/Area
09155	Senior Graphic Designer	Graphic Design Services
00109229	Desktop Publishing Technician	Graphic Design Services
00111508	Senior Graphic Designer	Graphic Design Services
00121505	Senior Graphic Designer	Graphic Design Services
00121923	Intermediate Graphic/Web Designer	Graphic Design Services
00121923	Senior Graphic Designer	Graphic Design Services
23137	Senior Graphic Designer	Graphic Design Services

ITS-Campus Telecommunications and Networks

Position Number	Position Title	Department/Area
00500044	Telecom Communications Technician	ITS - Campus Telecommunications and Networks
00501770	Junior Network Communications Technician	ITS - Campus Telecommunications and Networks
00104881	Senior Network Communications Technologist	ITS - Campus Telecommunications and Networks
00109244	Senior Network Communications Technician	ITS - Campus Telecommunications and Networks
00109244	Senior Network Communications Technologist	ITS - Campus Telecommunications and Networks
00110076	Network Communications Technician	ITS - Campus Telecommunications and Networks
00113006	Network Communications Technician	ITS - Campus Telecommunications and Networks
17215	Network Communications Technologist	ITS - Campus Telecommunications and Networks
00119663	Network Communications Technologist	ITS - Campus Telecommunications and Networks
00505145	Senior Network Communications Technologist	ITS - Campus Telecommunications and Networks

ITS-Classroom Presentation Technology

Position Number	Position Title	Department/Area
00109247	Electronics Technologist	ITS - Classroom Presentation Technology
00109247	Audio/Visual Technologist	ITS - Classroom Presentation Technology

00111346	Electronics Technician	ITS - Classroom Presentation Technology
00111346	Audio/Visual Technician	ITS - Classroom Presentation Technology
00121213	Electronics Technician	ITS - Classroom Presentation Technology
00121213	Audio/Visual Technician	ITS - Classroom Presentation Technology

ITS-Computer Operators

Position Number	Position Title	Department/Area
00104887	Computer Operator	ITS - Computer Operators
00104888	Computer Operator	ITS - Computer Operators
00104898	Computer Operator	ITS - Computer Operators
04899	Computer Operator	ITS - Computer Operators
00104904	Computer Operator	ITS - Computer Operators
00104906	Computer Operator	ITS - Computer Operators

ITS-Microcomputer Repair

Position Number	Position Title	Department/Area
00501484	Microcomputer Repair Technician	ITS - Microcomputer Repair
00111423	Electronics Technologist	ITS - Microcomputer Repair
00112754	Electronics Technologist	ITS - Microcomputer Repair
19310	Electronics Technician	ITS - Microcomputer Repair
20297	Technician, Microcomputer Repair	ITS - Microcomputer Repair
00122326	Electronics Technologist, Micro Computer Repair	ITS - Microcomputer Repair

ITS-Queen's Television

Position Number	Position Title	Department/Area
04971	Media Technician	ITS - Queen's Television
04972	Electronics Technician	ITS – Queen's Television

ITS-Telecommunications, Audio, and Video

Position Number	Position Title	Department/Area
17062	Electronics Technician	ITS - Telecommunications, Audio, and Video

ITS-Video & Multimedia Presentations

Position Number	Position Title	Department/Area
04967	Assistant Production Director	ITS - Video & Multimedia Presentations
00104968	Electronics Technician	ITS - Video & Multimedia Presentations
00104968	Senior Audio-Visual Technologist	ITS - Video & Multimedia Presentations
00104969	Production Director	ITS - Video & Multimedia Presentations
04972	Electronics Technician	ITS - Video & Multimedia Presentations
00128223	Classroom Presentation Technician	ITS - Video & Multimedia Presentations
00128223	Audio/Visual Technologist	ITS - Video & Multimedia Presentations

Medical Art and Photography Service

Position Number	Position Title	Department/Area
02814	Medical Photographic Technician	Medical Art and Photography Service
02913	Medical Illustrator	Medical Art and Photography Service
15561	Medical Photographic Technician	Medical Art and Photography Service

Office of the University Veterinarian

Position Number	Position Title	Department/Area
00123900	Veterinary Technician	Office of the University Veterinarian

Printing Services

Position Number	Position Title	Department/Area
09218	Printing Press Operator	Printing Services
09219	Printing Technician	Printing Services
09220	Bindery/Press Operator Technician	Printing Services
09221	Docutech Operator	Printing Services
09224	Senior Press Operator	Printing Services
09225	Bindery/Press Operator Technician	Printing Services
09226	Printing Press Operator	Printing Services
09228	Printing Press Operator	Printing Services
09231	Printing Press Operator	Printing Services
18760	Bindery Technician	Printing Services
23007	Printing Technician	Printing Services
23113	Printing Technician	Printing Services
23845	Printing Press Operator	Printing Services

26842	Bindery Technician	Printing Services
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School of Business

Position Number	Position Title	Department/Area
02254	Technician	School of Business

School of Music

Position Number	Position Title	Department/Area
00112833	Audio-Visual/Instruments Technician	School of Music

School of Physical and Health Education

Position Number	Position Title	Department/Area
01783	Electronic Technologist	School of Physical and Health Education

Visual Arts Centre

Position Number	Position Title	Department/Area
03249	Technical Illustrator	Visual Arts Centre
03250	Graphic Designer/Illustrator	Visual Arts Centre

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 Colby, Chief Spokesperson
Director, Employee and Labour Relations



Sandra Valente Roscher, Employee and Labour
Relations, Senior Advisor

Christopher Clare

Christopher Clare (Sep 27, 2022 16:12 EDT)

Christopher Clare, Employee and Labour Relations
Advisor



Dan Langham (Sep 29, 2022 10:28 EDT)

Dan Langham, Director, Environmental Health &
Safety



Steve Alexander (Oct 21, 2022 14:44 EDT)

Steve Alexander, Manager Technical Services, IT
Services



Gabrielle Whan, Department Manager,
Mechanical and Materials Engineering



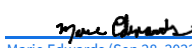
Andrew Winterborn, University Veterinarian

**On behalf of the Kingston Technicians'
Union, C.U.P.E Local 254**



Jason Fraser (Oct 5, 2022 16:04 EDT)

Jason Fraser, National Representative,
Canadian Union of Public Employees



Marie Edwards (Sep 28, 2022 07:48 EDT)

Marie Edwards, President, CUPE Local
254



Steve Babcock, Member, Bargaining
Committee



Vanessa Wood, Member, Bargaining
Committee



Kelly Sedore, Member, Bargaining
Committee

Dated at the City of Kingston, Province of Ontario, this 21st day of October, 2022.

LETTER OF UNDERSTANDING RE: EI Premium Reduction

Between

Queen's University

"the Employer"

And

C.U.P.E. Local 254

"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 maternal and parental leave;
- Child-care Support.

Dated this 28th day of September, ~~2021~~2022

For the University:



Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:



Marie Edwards (Sep 28, 2022 07:48 EDT)

Marie Edwards
President, CUPE Local 254

LETTER OF UNDERSTANDING RE: EMPLOYEE GROUP BENEFIT PLAN

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

Between:

QUEEN’S UNIVERSITY (“the UNIVERSITY”)

and

C.U.P.E LOCAL 254 (“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 254 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)
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*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.

For the University:



Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:



Marie Edwards (Sep 28, 2022 07:48 EDT)

Marie Edwards
President, CUPE Local 254

LETTER OF UNDERSTANDING RE: LAYOFFS

LETTER OF UNDERSTANDING

RE: Layoffs

Between

Queen's University

And

C.U.P.E. Local 254

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 Article 12.02 of the Collective Agreement.

For the University:



Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:



Marie Edwards (Sep 28, 2022 07:48 EDT)

Marie Edwards
President, CUPE Local 254

LETTER OF UNDERSTANDING RE: ESSENTIAL ANIMAL CARE

Letter of Understanding

**Between Queen's University
"the Employer"**

And

**C.U.P.E. Local 254
"the Union"**

The parties agree that proper care of all research animals will be maintained in the event of a strike or lockout during the life of this Agreement or its continuance. Proper care includes, for example, monitoring temperature, humidity, light cycles and ventilation, provision of food and water, cage changing and/or cleaning as well as exercising and nursing care where appropriate. Essential care does not include the collection of research data or utilization of technique for research purposes.

In the event of a strike or lockout, the employer will designate and identify the number of staff, not to exceed 50% of the normal staff compliment within Animal Care Services, which are deemed essential to provide for continuous proper care of research animals. The employer will schedule employees such that coverage for animal care is as reasonably equalized among staff as feasible. The schedule will be provided to the Union at least 10 working days before the commencement of a strike or lockout and the Parties will meet to discuss the schedule and duty assignments. This period of time may be extended by agreement of the Union, which will not be unreasonably withheld.

Dated this 28th day of September, ~~2021~~ 2022

For the University:



Lisa Latour Colby
Director, Employee and Labour Relations

For the Union:



Marie Edwards (Sep 28, 2022 07:48 EDT)
Marie Edwards
President, CUPE Local 254

MEMORANDUM OF AGREEMENT WITH RESPECT TO PENSIONS

(“PENSION MOA”)

Between:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 254 (“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 15 DAY OF December, 2020

Heather Shields

Heather Shields, Chief Spokesperson
Director & Counsel, Employee and Labour
Relations

Marie Edwards

Marie Edwards,
President, CUPE Local 254

Schedule “A”

Current Collective Agreement Provision	Proposed Treatment
<p>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 six months prior to the employee reaching age 65 to discuss the employee’s options under the pension plan.</p>	<p>Replace “Queen’s Pension Plan” with “University Pension Plan”</p>
<p>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.</p>	<p>Delete “and the Pension Unit”</p>
<p>15.01 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 below in accordance with the policies and regulations for and regarding such plans as laid down by the Employer. This shall include Long-Term Disability Insurance, Life Insurance, Semi-Private Hospital, Supplementary Medical, and the Revised Pension Plan of Queen’s University. 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 cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.</p>	<p>Delete “Revised Pension Plan of Queen’s University” from 15.01 and delete paragraphs (a) (i) and (ii).</p>

Current Collective Agreement Provision	Proposed Treatment
<p>a) Revised Pension Plan of Queen's University (the "Pension Plan"):</p> <p>(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 <i>Pension Benefits Act</i>, RSO 1990, c P.8, as amended from time to time (hereinafter, the "<i>Pension Benefits Act</i>") and also shall not exceed the maximum amount that is permitted under the <i>Income Tax Act</i>, RSO 1990, c P.8, as amended from time to time (hereinafter, the "<i>Income Tax Act</i>").</p> <p>(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]</p>	
<p>Appendix D - Self Funded Leave Plan</p> <p>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 of 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</p>	<p>Delete "Questions regarding the Pension Plan should be addressed to Pensions, Investments and Insurance."</p>

Current Collective Agreement Provision	Proposed Treatment
<p>leave for an Employee to pay his/her share of the premiums for their chosen benefit coverage.</p> <p>...</p> <p>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.</p> <p>...</p> <p>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.</p>	