

AGREEMENT

between

**QUEEN'S UNIVERSITY
AT KINGSTON, ONTARIO,**

and

**KINGSTON HEATING AND MAINTENANCE
WORKERS' UNION
C.U.P.E. LOCAL 229**

July 1st, 1988 - June 30th, 1990

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ARTICLE 1

DEFINITION

1.01 The term “employee” whenever used in this Agreement means any employee of the Campus Engineering Services, Residences Operations, Parking Staff and certain staff in the Donald Gordon Centre, Physical Education Centre and the General Services Group as agreed upon save and except persons above the rank of foreman; housekeepers; clerical, office and technical staff; persons employed for less than twenty (20) hours per week; all persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations.

Where the singular is used in this Agreement, it shall mean and include the plural where the context so implies. The parties to this agreement state emphatically that all classifications are available equally to male or female employees. This fact shall be stated clearly whenever a vacancy in these classifications is advertised.

While this collective agreement is in effect July 1, 1988 until June 30, 1990, one (1) member from each party shall meet to reword articles with a view to achieving gender-neutral language. Such changes will be subject to ratification.

ARTICLE 2

RECOGNITION

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

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

2.03 The Employer shall deduct from each pay of each employee the dues and assessments of the Union. The Union shall notify the Employer in writing of the amount of its union dues and assessments. Such dues and assessments shall be remitted, together with a list of the names of the employees on whose behalf union dues are deducted, to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the deduction.

2.04 These dues shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union, and the dues deducted from the pay of non-members of the Union shall be treated as their payment towards the expenses of maintaining the Bargaining Unit.

2.05 The Employer shall forward to the Union a copy of any appointment letter, resignation, termination, disciplinary warning, notice of suspension or discharge which involves any employee in the bargaining unit.

ARTICLE 3

NO DISCRIMINATION

3.01 The Employer and the Union agree that neither they nor their agents shall discriminate against any employee, or intimidate, threaten, coerce or restrain him/her because of his/her membership or non-membership past or present in the Union. Furthermore, both Parties agree that they will not discriminate against, or give preference to, any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, physical handicap, armed forces or non-armed forces services background.

ARTICLE 4

THE EMPLOYER'S RIGHTS

4.01 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 6. For purposes of this Article a transfer shall mean a change in work location or in job classification if there is no reduction in the basic hourly rate.

4.02 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.

4.03 In the interests of efficient operation, the Union agrees that the Employer may at any time, subject to reasonable notice to the Union, change hours of work (subject to Article 11) and determine or change work assignments or methods. If there is a claim of discriminatory action by the Employer in this regard, the aggrieved employee may, if he/she so desires, make it the subject of a grievance in the manner hereinafter provided.

ARTICLE 5

RETIREMENT AGE

5.01 Employees shall retire at the end of the month following their 65th birthday.

ARTICLE 6

GRIEVANCES

6.01 The Union shall elect or otherwise appoint a Grievance Committee which shall be **recognized** by the Employer for purposes of grievance adjustment. The Union shall advise the Employer of the names of the Committee as well as such changes in its personnel as may occur from time to time.

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

6.021 *Step One* By the aggrieved employee accompanied by his/her steward, and the manager of the Department or his/her equivalent in the **organizational** unit involved. If the alleged grievance is not settled at this stage within forty-eight (48) hours after the grievance is registered, it may, at the request of the aggrieved employee, within ten working days after receipt of the response from the Employer, be carried to Step Two. If the **grievor** fails to act within the time limit, the grievance will be considered abandoned.

6.022 *Step Two* By the Union Grievance Committee, and a senior representative of Personnel Services. The Director of Personnel Services or his/her representative shall hold a hearing within ten working days of the date of receipt of the grievance, and shall give the **grievor** a decision in writing within three working days of the completion of the hearing.

6.03 The time limits specified in 6.021 and 6.022 above may be extended by mutual consent. Such consent will be requested and agreed to in writing.

6.04 The parties agree that employees should not harbour grievances. They should bring them to the attention of the Employer without delay. Accordingly, it is agreed that no grievance shall be considered, the alleged circumstances of which arose more than two (2) weeks previous to its registration.

6.05 Any difference arising directly between the Union and the University involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under this article because of the inability or refusal of an employee to submit a grievance, or where the grievance affects a group of employees, or a Department, or the University as a whole, may be submitted by the Union in writing, at the second step (article 6.022) and dealt with as a proper grievance under the grievance procedure.

Failing satisfactory solution within the time limit as stated in Article 6.022 such grievances may be referred to Arbitration.

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

ARTICLE 7

ARBITRATION

7.01 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 one (1) month after exhausting the Grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, advise the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected

shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party. The 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.

7.02 The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. Each party shall pay its own costs and the fees and expenses of witnesses called by it, and the fees and expenses of the Chairman shall be shared equally by the parties.

7.03 Nothing in this agreement shall prevent the Union or the Employer from exercising its rights to use Section 44 or 45 of the *Labour Relations Act*

ARTICLE 8

STRIKES AND LOCKOUTS

8.01 During the term of this Agreement, there shall be no lockout by the Employer; nor shall there be any strike (either complete or partial), slow-down or other such concerted activity by the Union employees.

8.02 Should a strike or shut-down occur, the Union shall forthwith disclaim responsibility and shall, by means of a written notice, advise its members to carry out the terms of the Agreement.

ARTICLE 9

SENIORITY

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

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

An employee hired on a continuing part-time appointment earns credit for continuous service and seniority based on the percentage of full-time which he/she works.

9.03 An employee who ceases to be an employee as defined in Article 1 but who remains in the employ of the Employer, shall retain credit for his/her accumulated seniority and shall be entitled to such seniority if he/she resumes employee status within the period of six (6) months.

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

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

9.051 (*Quit*) If he/she leaves the employ of the Employer.

9.052 (*Discharge*) If he/she is discharged for just cause and if the discharge is not reversed through the grievance procedure.

9.053 (*Layoffs and Recalls*) If he/she is laid off because of lack of work and is not recalled within:

9.0531 six (6) months - if at the date of layoff he/she has five (5) years, or less, seniority;

9.0532 one (1) year - if at the date of layoff he/she has more than five (5) years and less than ten (10) years of seniority;

9.0533 two (2) years - if at the date of layoff he/she has more than ten (10) years of seniority.

9.054 If in any other manner he/she ceases to be employed by the Employer.

9.06 *New Employee*

A new employee shall be regarded on familiarization and training until he/she has completed three (3) consecutive months actually worked. However, in individual cases this period may be extended up to a total of six (6) months if Management shows reasonable grounds for extension. Thereafter, length of service shall be calculated from date of hiring or rehiring.

9.07 *Rights of a New Employee*

A new employee on familiarization and training shall have all rights and access to all clauses in this Collective Agreement save and except for Article 7, Arbitration.

9.08 *Lay-Off*

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

In addition, the University agrees that during the period expiring June 30, 1990 no full-time employee will be subjected to lay-off.

9.09 *Minimum notice*

Employees who are laid off for a protracted period because of lack of work shall receive a minimum of one (1) week's notice or more according to the Employment Standards Act. This shall not apply to layoffs after recall to employment for two (2) weeks or less.

9.10 *Seniority List*

The Employer will provide the Union with an up-to-date seniority list of the employees in the Bargaining Unit with

their addresses twice each year on September 30th and March 31st.

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

ARTICLE 10

JOB POSTING

10.01 Should there exist in the bargaining unit a vacancy for a continuing position or a vacancy which is to be filled by a term appointment lasting nine (9) months or more, notice of the vacancy will be posted in the *Queen's Gazette*. This notice shall contain a brief description of the duties of the job, the qualifications required, the classification and wage rate. If the employer wishes to offer a second or third consecutive term appointment in the same classification to an individual, then no posting will be required. Any employee may apply for the posted job subject to the following conditions:

10.011 Each application must be submitted in writing to the Personnel Services Department during the seven-day posting period.

10.012 Vacancies for the position of Assistant Caretaker Supervisor will be filled by employees in the classification of Custodian or Team Leader.

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

- a) the knowledge, skill, training, experience and ability of the applicants to perform the normal requirements of the job;
- b) the seniority of the applicants.

When the Employer considers that two or more of the applicants are relatively equal in

the criteria listed under a) above, then seniority shall be the governing factor in the choice of the successful applicant. The Employer must make a fair and reasonable decision after considering all available information.

The vacancy will be awarded to the successful applicant within 20 working days of the date that the vacancy was published in the Gazette. This time limit may be extended by mutual consent.

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

10.015 Applicants to a posted vacancy will be considered by a Selection Board on which the Union will be represented. The Union shall provide the names of six candidates and after discussion with the Union management shall select one or more representatives to act on each Board that is appointed. The purpose of the Board is to assist in the selection of the most suitable candidate to fill any bargaining unit vacancy within the bargaining unit subject to the terms and conditions of this agreement. The duties of the Board are to aid in interviewing, supply information, assess qualifications, and make recommendations regarding any or all candidates applying to fill a vacancy. The recommendations of a Selection Board will be given to the appropriate Department Head or Manager who may or may not have been a member of the Board.

- 10.016** Length of service in this article shall mean length of service as defined in Article 9, Seniority. A Group shall **be** as identified in Article 13, Wage Schedule.
- 10.017** Should a vacancy occur for a Tradesman as defined by the Provincial Tradesman Act and which requires a Provincial Tradesman Licence, Management has the right to hire from outside the Bargaining Unit, provided no employee in the Bargaining Unit has the necessary Trades Licence and other required qualifications.
- 10.018** The provisions of this Article shall not apply if there are no bids for the posted job during the seven (7) day posting period or if there are no applicants who meet the requirements set out in this Article.
- 10.019** In no event will an acting position **be** filled for more than three (3) months without posting the vacancy to the attention of other employees in the work group where the vacancy exists. The vacancy shall be filled from applicants within that group using the criteria and procedures in Article 10.013.
- 10.020** No staff or salaried employee will ever replace an employee in the Bargaining Unit, as defined in Article 13, Wages, nor will a salaried employee be assigned on a regular basis to perform work normally performed by members of the bargaining unit or work that would cause employees under this agreement to be displaced.

10.03 *Trial Period*

The successful applicant to a posted vacancy shall be placed on familiarisation and training for a period of three (3) months from the **date** of promotion. However, in individual cases this period may **be extended up to a total** of six (6) months if Management shows reasonable grounds

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

10.04 A new employee or an employee who has been transferred to another position, must have served at least six (6) months in that position before he/she is eligible for any other positions, unless by mutual consent, it is agreed to consider him/her for such a move.

10.05 Provided that the operation of this paragraph does not adversely affect the rights of employees under this Agreement, the Employer may engage students or other persons for summer and other temporary employment. However, any employees engaged under this clause will automatically come under the jurisdiction of the Union once the period of employment exceeds three months (five months for students). It is not the University's intention of filling a regular full-time position with a consecutive series of temporary appointments of different persons.

10.06 Some positions within the bargaining unit are held by persons hired on a term appointment. A term appointment is one in which the beginning and end dates of the employment are clearly identified in the appointment letter. Term appointments normally are from three months to one year in length, though such an appointment may be for a longer period under special circumstances.

10.061 Any employee starting on his/her third consecutive term in the same classification, and not as a replacement for another member who is on leave, shall become a continuing employee. This appointment would provide that the employee would return each year to carry out the work required.

- 10.062** An employee hired on a term appointment earns credit for service and seniority only up to the end of the term appointment. Such credit is lost when the appointment ends.

ARTICLE 11

HOURS OF WORK AND GUARANTEED WEEK

11.01 The following are maximum hours of work at straight time rates of pay, and subject to Article 9 may be construed as a guarantee of hours of work per day and per week in which an employee is required to work. This guarantee shall not apply in the event that the operations of the Employer are affected by a labour dispute.

11.02 Normal Scheduled Hours

11.021 Power Plant employees, Parking Attendants and those Campus Engineering Services Trades employees employed after July 1, 1978 shall be scheduled for five (5) days, forty (40) hours during a period of seven (7) consecutive days. Such work schedules shall provide for a minimum of one full weekend off every four weeks for those on rotating shift work. Hours of work including shift schedules may be arranged that are outside the specific provisions of this article provided that it is agreed to by Departmental management, the majority of the employees affected and by the Union-Management Committee. Any such specific agreement must be reviewed at the Union-Management Committee level not less than once every twelve months.

Any employee whose shift schedule is changed shall be given 7 days notice (168 hours) of a change in shift. Failure to give this 7 days notice will require payment at time and one half for the first full shift so affected.

- 11.022** Campus Engineering Services Trades employees employed before July 1, 1978 shall be scheduled for eight (8) hours per day Monday to Friday, commencing no earlier than 7 a.m. and ending no later than 6 p.m.
- 11.023** Grounds employees employed before July 1, 1978 shall be scheduled for eight (8) hours per day Monday to Friday.
- 11.024** Employees in Caretaker, Custodian, Grounds, Parking, Residence, and Physical Education Staffs shall be scheduled on the basis of forty (40) hours per week with two (2) consecutive days off.
- 11.025** Caretaking Attendants shall be scheduled on the basis of up to eighty (80) hours per pay period. Those employees normally working in excess of thirty (30) hours per week, shall be entitled to two (2) consecutive days off during each calendar week, to include a minimum of one full weekend off every four (4) weeks. All of the above is subject to local agreement as to application.
- 11.026** During the period from the first of May to the Friday before Labour Day inclusive, the normal eight (8) hour day shall be reduced by one-half hour to seven and one-half (7½) hours. It is understood that during this summer period an employee who works all of the hours in his/her daily and weekly schedule (seven and one-half each day for five days) will receive pay for forty (40) hours at his/her regular straight time rate.
- 11.03** Work Outside Normal Scheduled Hours
- 11.031** All hours worked in excess of those specified in paragraphs 11.021, 11.022, 11.023, 11.024 and 11.026 above shall be paid for at the rate of one and one-half (1½) times the straight time

hourly rate, in each case. However, should such excess or overtime hours be worked on a Sunday, they shall be paid for two (2) times the straight time hourly rate. in each case.

Any employee who is entitled to paid overtime in accordance with this Article or to compensation for call-in as provided in Article 16.01 may elect time off or a portion thereof in lieu of payment. An employee may accumulate time off up to a maximum of one work week at any one time. The time off will be taken at a time which is mutually convenient to the individual and the employer.

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

11.033 Overtime for Caretaking Attendants shall be paid for hours worked in excess of eighty (80) hours per pay period. However, work performed on a sixth day after five consecutive days of work shall be paid for at time and one-half the normal hourly rate except if it should be on a Sunday, in which case it will be at double time. Work performed on the seventh day after six consecutive days of work shall be paid at double time.

11.034 The Employer will attempt to distribute overtime among those employees who would normally perform the work. The Employer will maintain lists of those employees who have indicated an interest in overtime work and will revise such lists at least quarterly. Copies of updated lists will be posted for each major work group. Each Department shall develop and circulate a policy consistent with this article.

11.035 An employee who is scheduled to work overtime during hours other than those imme-

diately before or after his/her scheduled shift (with or without a meal break) shall receive three (3) hours pay at straight time or the actual hours worked at time and one-half (double time if worked on Sunday or a statutory holiday) whichever is greater.

11.036 Any employee who works two hours or more before or after his/her scheduled shift shall be entitled to a paid meal break of one-half ($\frac{1}{2}$) hour.

11.04 Rest Breaks

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

11.05 Overtime on Days of Rest

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

ARTICLE 12

SPECIFIC CONDITIONS

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

The following exception to Article 12.01 will apply:

12.011 A 3rd Class Engineer replacing a 2nd Class Engineer for two hours or more will receive 115% of the 3rd Class rate for each hour worked during that period.

12.02 Subject to Article 4, Management will appoint a foreman in each of the following central shops: electrical, mechanical, architectural and painting and an assistant foreman in each, the exception of central painting. Management will also appoint a foreman and an assistant foreman in each of the four (4) geographical zones into which the campus is divided for purposes of defining primary maintenance responsibilities.

12.03 Subject to Article 4, Management will appoint a Foreman in each of the following special projects sections - Carpentry, Electrical and Painting - and an Assistant Foreman in Carpentry and Electrical.

12.04 *Truck Drivers and Equipment Operators*

A Lead Hand/Equipment Operator shall be able and required to drive and to operate any of the vehicles and mobile equipment used by the University; specifically equipment when used as a front-end loader or a back-hoe.

Senior Groundskeeper/Truck Driver shall be required to drive vehicles up to five (5) ton load capacity and tractors when not used as a front-end loader or back-hoe.

A Driver shall be able to drive vehicles up to one (1) ton load capacity, including pickups, panels and tractors when not used as front-end loaders or back-hoes.

For greater clarity, it is understood that the Arena/Stadium Attendants operate much of the same groundskeeping machinery as the Senior Groundskeeper/Truck Drivers, and this is reflected in the identical rates for these jobs.

12.05 *Caretakers, and Physical Education Assistants*

Assuming satisfactory performance, a Caretaker will automatically be reclassified to a Custodian and a Physical Education Assistant to a Physical Education Attendant at the beginning of the pay period in which he/she has attained one (1) full year of service.

12.06 *Apprenticeship*

The following procedure shall be used:

12.061 Notice of an apprenticeship vacancy shall be posted for seven (7) days in the Queen's

Gazette. Any employee in any Department of the Bargaining Unit may apply for the posted job and each application must be submitted in writing to the Personnel Services Department during the seven (7) day posting period.

12.062 Candidates outside the Bargaining Unit will also be sought and considered provided the Board set up in Article 12.063 does not consider any internal employees to be suitable candidates.

12.063 Candidates will be interviewed and selected by a Board, with equal representation from the Union and the Campus Engineering Services, and a representative the of the Personnel Services Department.

12.064 The successful candidate will be paid according to the following schedules for satisfactory progress in each of his/her working periods as set down by the apprenticeship contract between Queen's University, the candidate and the Ministry of Colleges and Universities.

Following schedules to apply:

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

- 12.065** The apprentice will start at the period and rate appropriate for the credits he/she has earned, if any.
- 12.066** The program will follow the requirements of the Apprenticeship and Tradesman's Qualification Act and its Regulations.
- 12.067** When an employee successfully completes an apprenticeship (i.e. by passing the Province of Ontario Trade Exam for that trade), the employee shall receive the trades pay rate effective from the date the exam was written.

ARTICLE 13

WAGE SCHEDULE

The following classification and wage schedule will be effective from July 1, 1988 to June 30, 1990:

13.01

| Effective July 1, 1989 | Effective July 1, 1988 | |
|-----------------------------|---------------------------|-------|
| A. | | |
| Trades Foreperson | 18.58 | 19.54 |
| Trades Assistant Foreperson | 17.39 | 18.29 |
| Trades | 16.20 | 17.04 |
| * Maintenance Mechanic | 14.71 | 15.47 |
| Trades Helper | 13.68 | 14.39 |
| Helper | 12.61 | 13.26 |
| Labourer | 11.16 | 11.74 |
| B | | |
| Engineer 3rd Class | 14.71 | 15.47 |
| Engineer 4th Class | 13.68 | 14.39 |
| Helper | 12.61 | 13.26 |

| | | | |
|----|--------------------|-------|-------|
| C | | | |
| ** | Compactor Operator | 12.49 | 12.49 |
| | Storeskeeper | 13.68 | 14.39 |
| | Stores Driver | 12.97 | 13.64 |
| | Driver | 12.19 | 12.82 |

| | | | |
|---|-----------------------------|-------|-------|
| D | | | |
| | Ass't. Phys. Ed. Foreperson | 13.01 | 13.69 |
| | Arena/Stadium Attendant | 12.61 | 13.26 |
| | Phys. Ed. Attendant | 12.19 | 12.82 |
| | Phys. Ed. Assistant | 11.16 | 11.74 |
| | Rink Assistant | 11.16 | 11.74 |
| | Laundry Attendant | 9.86 | 10.37 |

| | | | |
|---|--------------------------------|-------|-------|
| E | | | |
| | Grounds Foreperson | 15.77 | 16.59 |
| | Grounds Ass't. Foreperson | 14.67 | 15.43 |
| | Lead Hand/Equipment Operator | 13.68 | 14.39 |
| | Sr. Groundskeeper/Truck Driver | 12.61 | 13.26 |
| | Groundskeeper | 11.61 | 12.21 |
| | Groundswoker | 11.47 | 12.07 |

| | | | |
|---|--------------------|-------|-------|
| F | | | |
| | Parking Foreperson | 13.07 | 13.75 |
| | Parking Attendant | 12.19 | 12.82 |

G

| | | |
|----------------------|-------|-------|
| Team Leader | 11.99 | 12.61 |
| Custodian | 11.47 | 12.07 |
| Caretaker | 10.49 | 11.03 |
| Laundry Attendant | 9.86 | 10.37 |
| Seamstress | 9.86 | 10.37 |
| Caretaking Attendant | 9.86 | 10.37 |

* Wage rates for maintenance mechanic positions in Residences Operations to be increased by \$0.72 in 1988/89 and by \$0.76 in 1989/90.

** Redundant Position

13.02 Union members employed at the ratification of this agreement will receive a one-time payment of \$100.00.

13.03 Those who are Union members as of July 1, 1989 will receive a one-time payment of \$150.

ARTICLE 14

SHIFT PREMIUM

14.01 Employees shall receive a premium of forty (40) cents per hour for all scheduled hours worked on the afternoon shift (4 p.m. to midnight) and forty-five (45) cents per hour for all scheduled hours worked on the night shift (midnight to 8 a.m.). The same shift premium is paid for all hours on a scheduled shift and the applicable rate, if any, is determined on the basis of the period during which one half or more of the scheduled hours are worked (i.e., 50% or more on day, afternoon or night shift).

ARTICLE 15

WEEK-END PREMIUMS

15.01 All employees shall receive a premium of one dollar and fifty-five cents (**\$1.55**) per hour for all scheduled hours of work on a Sunday (i.e., not overtime).

15.02 All employees shall receive a premium of forty-five cents (**\$0.45**) per hour for all scheduled hours of work on Saturday (i.e., not overtime).

ARTICLE 16

CALL-IN PAY

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

The Employer will attempt to distribute call-ins among those employees who would normally perform the work. The Employer will maintain lists of trades employees who have indicated an interest in call-in work. These lists will be revised at least quarterly and up-dated lists will be posted in each major work group.

ARTICLE 17

STATUTORY HOLIDAYS

17.01 Each employee shall be paid at his/her regular hourly rate for time lost by him/her as a result of the observance, at times designated by the Employer, of each of the following Statutory Holidays:

| | |
|----------------|-------------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Monday in Reading Week or |
| Civic Holiday | Sir John A. Macdonald Day |
| Labour Day | as designated by the Employer |

provided that he/she has worked his/her last scheduled work day prior to, and his/her first scheduled work day after, the day on which the Holiday is observed.

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

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

17.03 Should the day of observance of any of the Holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected

shall receive an extra day's vacation with pay in lieu of payment for the Statutory Holiday.

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

- a) eight hours pay for the Statutory Holiday plus pay for the actual hours worked at two (2) times the regular hourly rate.
- b) eight hours of pay for the Statutory Holiday plus pay for the actual hours worked at one (1) times the regular hourly rate plus equivalent time off with pay at a mutually convenient future date.

17.05 The University will allow its staff the full time off with pay between Christmas Day and New Year's Day inclusive. Should an employee be required to work on any of the days other than Christmas Day, Boxing Day, or New Year's Day, **he/she** will be paid for these days at one and one-half times his/her regular hourly rate and will be compensated for missing the day off in that week by equivalent time off scheduled at a mutually convenient time.

Furthermore, when Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day.

17.06 Should a holiday as designated in Article 17.01 fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day, or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

ARTICLE 18

VACATIONS

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

18.011 During the first year of unbroken service one day for each completed month of service up to July 1st, to a maximum of ten (10) days.

18.012 Employees who have completed more than one year of continuous service as of July 1st have vacation entitlement as follows:

| <i>Years of Continuous Service</i> | <i>Vacation Days</i> |
|------------------------------------|----------------------|
| after 1 year | 15 days |
| after 2 years | 15 days |
| after 3 years | 16 days |
| after 4 years | 17 days |
| after 5 years | 18 days |
| after 6 years | 19 days |
| after 7 years | 20 days |
| after 10 years | 21 days |
| after 12 years | 22 days |
| after 14 years | 23 days |
| after 16 years | 24 days |
| after 18 years | 25 days |
| after 19 years | 26 days |
| after 20 years | 27 days |
| after 22 years | 28 days |
| after 24 years | 29 days |
| after 25 years | 30 days |

18.02 Vacation pay shall be calculated as follows:

18.021 Employee's regular hourly rate multiplied by the number of hours lost from work on account of vacation.

18.03 The Employer will make a sincere effort to grant vacations at times requested by the employees. Decisions will be made consistent with the operational requirements

of the Department, and taking into account the employee's classification and shift. Where all requests cannot be granted, preference will be given in order of seniority.

18.04 Employees who leave the service of the Employer will receive a vacation allowance calculated in accordance with 18.011 to 18.012 above for time worked since the previous June 30th less any vacation taken.

18.05 All employees will be given credit for a normal day's pay on those days on which an actual day of earned vacation is taken, up to a maximum number of earned vacation days as identified above. If an employee will actually be on vacation on a normal pay day, arrangements will be made to have his/her pay available prior to the start of his/her vacation. Requests for early payment must be made three (3) weeks in advance of the day payment is required.

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

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

ARTICLE 19

LEAVE OF ABSENCE

19.01 Sick Leave

The University's sick leave plan includes employees covered by this Collective Agreement and provides leave with regular wage for any bona fide absence due to illness or injury and regardless of service. The maximum period covered will be six months of continuous absence. Records of absence will be kept. If the period of absence involves five days or more, or there are very frequent absences because of illness, the supervisor may request a statement from the employee's physician. Records of absence will be kept by the Employer except for those of less than half a day.

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.

19.011 If, during an employee's vacation, the employee should suffer a serious illness or accident requiring hospitalization or confinement to bed for a period of five (5) days or more and which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provides acceptable proof of entitlement to leave under Article 19.02, such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

19.02 Bereavement Leave

An employee shall be granted time off to attend a funeral locally or leave of absence with pay of from one (1) to five (5) working days, depending on circumstances, to travel out of town for a funeral and/or to attend to burial or financial arrangements on the occasion of the death of a member of the family or a close relative.

19.03 *Union Leave*

Leave of absence without pay may be granted by the Employer to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed twenty-five (25) working days for any one individual, or fifty (50) days for the Bargaining Unit in any calendar year.

The Employer agrees that two (2) employees will be granted leave of absence with pay for five (5) working days each to attend the Biennial National Convention of the Canadian Union of Public Employees. The Union will endeavour to request such leave at least five (5) working days in advance.

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

19.032 The five (5) employees who are members of the Union's bargaining committee shall be given two days each of time off with pay to prepare the Union's proposals for collective bargaining.

19.04 *Compassionate Leave*

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

19.05 *Moving*

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

19.06 Jury and/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.

19.07 Education Leave and Tuition Assistance

An employee may take one full university credit course or two half-courses each year during working hours subject to the approval of the Department Head. Approval to attend classes during working hours may be granted provided that such leave will not unreasonably disrupt the normal operations of the Department nor place an unfair burden on remaining employees.

19.08 Maternity Leave

An employee who becomes pregnant may apply for maternity leave of absence. Such leave shall be granted upon written request if the employee has one (1) year or more of "continuous" service and who presently holds a current appointment of a year's duration or longer. The total maximum period of the leave both before and after the termination of the pregnancy shall be six (6) months. With at least three (3) weeks' prior notice of a desire to return to work from maternity leave, the employee will be re-instated in her previous position or a comparable one with no loss in salary. During the last three (3) weeks prior to the employee's return to work, she shall be eligible to apply for any job posted during that three (3) week period.

During the maternity leave the following salary and benefits provisions will apply on the understanding that the employee is committed to return to work at the end of the maternity leave.

- a) the University will pay 95% of the employee's normal basic earnings for the first two (2) weeks of the maternity leave;
- b) during the following fifteen (15) weeks of the maternity leave the employee will receive from the University a salary payment equal to the difference between 95% of the employee's normal basic earnings and the amount of unemployment insurance mater-

- nity benefit the employee is receiving or that which she would be expected to receive if she qualified for , benefits;
- c) any period of maternity leave beyond the above seventeen (17) weeks shall be without pay;
 - d) during the full period of maternity leave both the employee and the University shall continue to pay their respective shares of the costs of the benefits plans in which the employee is enrolled;
 - e) vacation credits will continue to accrue while a person is on maternity, leave provided she returns to work for at least one month.

19.09 Adoption Leave

An employee who adopts a **child(ren)** will be subject to the same rights and obligations as those specified for maternity (Article 19.08) except that the period of up to six (6) months' leave of absence will commence when the **child(ren)** is received. Where both parents are employees of Queen's University and an adoption takes place, only one leave will be granted under this policy. The parents may choose which one will apply for a leave of absence.

19.10 Self-Funded Leave Plan

See Appendix D for description.

19.11 Voting Day

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

19.12 General

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

A special extended leave of absence without pay may be granted in unusual circumstances. The Department Head should discuss any such request with the Personnel Services Department before making a decision. The employee does not accumulate credit for vacation entitlement during such leave. In some cases, the employee can make arrangements in advance through the Pension and Staff Benefits Department for continuation of some benefit plan coverages.

19.13 Elections

Employees who are candidates in a provincial or federal election will, on request to their Department Head, be granted leave of absence without pay during the campaign period and, if elected, during one term in office. If elected for a second term or appointed to a cabinet post, the staff member is expected to resign,

Candidates and those elected for civic or school board posts also must make the necessary arrangements with the appropriate Department Head for the time required as leave of absence without pay.

ARTICLE 20

STAFF BENEFIT PLANS

20.01 The Employer shall continue to make available to the employees the plans as outlined in the Queen's University Summary of Staff Benefits. This shall include Long Term Disability Insurance, Life Insurance, **O.H.I.P.**, Semi-Private Hospital, Supplementary Medical, Queen's Pension Plan, Canada Pension Plan, Unemployment Insurance and Workers' Compensation. These plans shall be in accordance with the policies and regulations as laid down by the Employer. Should it become necessary to amend or change any of the said plans the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of costs of these plans paid by the University as outlined in the Summary of Staff Benefits for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

20.02 Dental Plan

The Employer will continue to make available on a compulsory basis to all eligible employees who are not covered on an alternate plan, a basic dental plan as described in Appendix E.

The Employer agrees to pay 50% of the premiums for this plan at 1987 ODA rates as of July 1, 1988 and 75% of premiums at current ODA rates minus one year as of July 1, 1989.

ARTICLE 21

BULLETIN BOARDS

21.01 The Union shall be permitted the use of authorized Bulletin Boards for the posting of notices concerning meetings of the Union and other Union business. The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, or any other kind of literature on the Employer's property, except as provided above.

ARTICLE 22

WORK CLOTHING

22.01 For Maintenance, Caretaker and Grounds employees the University agrees to provide three (3) sets (shirts and trousers) during each contract year. The University will develop a listing of other clothing choices of equivalent value from which employees may choose substitutes to the items listed above. Employees who receive such work clothing will wear that clothing while at work. In 1987, employees with more than two (2) years' seniority who did not receive a parka in 1986/87 shall have the option of trading two (2) sets of work clothing for one (1) parka.

Physical Education Centre staff will receive a clothing allowance of \$75.00 per year and Arena-Stadium staff \$110.00 per year.

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

Caretaking Attendants will be provided with thirty dollars (\$30) on the purchase of a work smock. There will be a maximum of three (3) such purchases during each contract year. For the purposes of administration of Article 22, the term 'year' as used in the Article shall mean contract year. The Employer will specify colour, a number of materials and the design of the clothing.

22.02 Parking Attendants will be issued two winter uniforms, two summer uniforms, and one parka as an initial issue. Two shirts and two pairs of pants will be issued every subsequent year with the employee having the choice of summer or winter weight clothing. Parkas and tunics will be replaced as necessary, but, under normal circumstances, not more frequently than every two years.

ARTICLE 23

SAFETY AND HEALTH

23.01 The University is subject to the provisions of The Occupational Health and Safety Act of the Province of Ontario which are applicable to Ontario Universities, including that provision which calls for a union representative on the University Joint Health and Safety Committee.

23.02 Employees who have been instructed by the Employer to wear safety footwear will receive, on the presentation of a receipt, up to eighty-five dollars (\$85) per calendar year toward the purchase of a pair of approved safety footwear. Should a second pair be required during the same calendar year the Employee may obtain, on the presentation of a receipt, up to thirty-five dollars (\$35) toward the purchase of this second pair.

If an employee voluntarily purchases approved safety footwear, the University agrees to pay on the presentation of a receipt, up to fifty dollars (\$50) per calendar year toward the purchase of a pair of such footwear.

Upon receiving such a payment the Employee will not be eligible for any other safety footwear payments offered by the Employer.

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

The University also agrees to pay twenty dollars (\$20) to an Employee who buys safety lenses in his or her prescription glasses. This will apply on original purchase and on replacement.

ARTICLE 24

CONTRACTING OUT, TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

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

Construction work, however, will be assigned to University employees only when it is impractical to contract such work out. Lists of all projects under consideration will be available to forepersons. Forepersons will be entitled to discuss with Management the practicality of contracting out before a decision regarding such action is made.

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

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

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

24.03 The Employer will notify the Union at least three (3) months before the introduction of any organizational

or operational change which will change the classification of any employee. Where the change involves a work assignment lasting six months or more but which will not result in a change in classification, a notice of ten (10) working days will be given to the Union and to the individual involved.

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 two (2) months prior to any of the changes being incorporated.

24.04 Should technological, organizational or operational change make it necessary for an employee to acquire additional or greater skills to perform the duties of his/her position or a new position created by the changes covered in Article 24.02 and 24.03 the affected employee will receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere up to one week in length at the expense of the Employer.

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

ARTICLE 25

TOOLS, EQUIPMENT AND ALLOWANCES

25.01 It is recognized that certain Tradespersons do use their own tools and equipment in the course of carrying

out their normal duties **and** responsibilities. Such tools and equipment will be replaced by the University in the event of loss while on University property, or where required as a result of fair wear or normal deterioration.

25.02 Professional and License Fees

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

ARTICLE 26

ABSENCE FOR UNION DUTIES

26.01 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 officers, and stewards, and members who may be appointed or elected from time to time, to any committee or the position of a local Union representative.

Similarly the University will supply the Union with the names of its administration personnel with whom the Union may be required to discuss matters of mutual concern.

The University **recognizes** the role of the Union officers, stewards and committee members in labour management relations and shall not discriminate against them.

University approval of leave with pay will normally be granted for such absences from duties if it involves joint meetings between Union and Management, and the normal functions, as outlined in this Agreement, of the Union Officers and provided it will not result in an unreasonable disruption of work. Officers shall request leave from their place of work as much in advance as possible and report back to their supervisor on returning to work.

ARTICLE 27



UNION MANAGEMENT COMMITTEE

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

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

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

27.02 The letters concerning overtime and taxi allowance **dated** July 24, 1984 and September 14, 1984 respectively, shall form a part of this Agreement.

ARTICLE 28

TERMINATION

28.01 The Agreement shall continue in force and effect from July 1, 1988 until June 30, 1990. Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 1990 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 twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement, Failing agreement by June 30, 1990 this Agreement and all its terms with the exception of Article 8 will continue in force and effect until a new Agreement is reached.

APPENDIX A

LAYOFF PROCEDURE

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

Basic Principles

In any layoff a surplus employee shall have the right to exercise his/her seniority to displace a more junior employee under the following conditions:

- a) if he/she has less than one year's seniority at the time of layoff or if the layoff is to be for two weeks or less duration, **he/she** may exercise his/her seniority rights only within his/her own Department;
- b) if he/she has one year's seniority or more at the time of layoff and if the layoff is to exceed two week's duration, he/she may exercise his/her seniority rights in all Departments listed in Article 1.01 of the Collective Agreement;
- c) to exercise seniority rights, the surplus employee must be capable of performing the work of the employee he/she replaces.

Procedure

An employee declared to be surplus (because **he/she** has the least seniority in that classification) may "bump" the most junior employee in a lower classification within the same Group as defined in Article 13 (Wage Schedule), provided he/she is qualified to perform the work of the employee who is displaced.

The junior employee who is displaced from the lowest classification in the Group may, if his/her seniority permits, "bump" the junior employee in his/her Department (Campus Engineering Services, Residence Operations, Donald Gordon Centre, Parking or Physical Education).

The junior surplus employee who is "bumped" out of a Department may exercise his/her seniority to dis-

place a more junior employee in any other Department provided he/she is qualified to perform the work of the employee he/she displaces.

The junior surplus employee whose seniority and qualifications will not enable him/her to “bump” another employee shall be laid off and shall have recall rights of a length as laid down in Article 9.0531, 9.0532 and 9.0533.

Recall

- a) Employees with recall rights shall be considered in hiring for any vacancy for which they are qualified.
- b) Provided they are capable of performing the available work, employees having recall rights shall be considered for such work in order of their seniority.

| | WEEKS OF SEVERANCE PAY ALLOWANCE | | | | | | | | | | | | | | | | | | | |
|-------|----------------------------------|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| | Service [n Years] | | | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 1 | 2 | 3 | | | | | | | | | | | | | | | | | |
| 40 | | | | | | | | | | | | | | | | | | | | |
| up to | | | | | | | | | | | | | | | | | | | | |
| Age | | | | | | | | | | | | | | | | | | | | |
| 44 | 1.5 | 3.0 | 4.5 | 6.0 | 7.5 | 9.0 | 10.5 | 12.0 | 13.5 | 15.0 | 16.5 | 18.0 | 19.5 | 21.0 | 22.5 | 24.0 | 25.5 | 26.0 | 26.0 | 26.0 |
| 45 | 1.7 | 3.2 | 4.7 | 6.2 | 7.7 | 9.2 | 10.7 | 12.2 | 13.7 | 15.2 | 16.7 | 18.2 | 19.7 | 21.2 | 22.7 | 24.2 | 25.7 | 26.0 | 26.0 | 26.0 |
| 46 | 1.9 | 3.4 | 4.9 | 6.4 | 7.9 | 9.4 | 10.9 | 12.4 | 13.9 | 15.4 | 17.9 | 18.4 | 19.9 | 21.4 | 22.9 | 24.4 | 25.9 | 26.0 | | |
| 47 | 2.1 | 3.6 | 5.1 | 6.6 | 8.1 | 9.6 | 11.1 | 12.6 | 14.1 | 15.6 | 17.1 | 18.6 | 20.1 | 21.6 | 23.1 | 24.6 | 26.0 | | | |
| 48 | 2.3 | 3.8 | 5.3 | 6.8 | 8.3 | 9.8 | 11.3 | 12.8 | 14.3 | 15.8 | 17.3 | 18.8 | 20.3 | 21.8 | 23.3 | 24.8 | | | | |
| 49 | 2.5 | 4.0 | 5.5 | 7.0 | 8.5 | 10.0 | 11.5 | 13.0 | 14.5 | 16.0 | 17.5 | 19.0 | 20.5 | 22.0 | 23.5 | 25.0 | | | | |
| 50 | 2.7 | 4.2 | 5.7 | 7.2 | 8.7 | 10.2 | 11.7 | 13.2 | 14.7 | 16.2 | 17.7 | 19.2 | 20.7 | 22.2 | 23.7 | 25.2 | | | | |
| 51 | 2.9 | 4.4 | 5.9 | 7.4 | 8.9 | 10.4 | 11.9 | 13.4 | 14.9 | 16.4 | 17.9 | 19.4 | 20.9 | 22.4 | 23.9 | 25.4 | | | | |
| 52 | 3.1 | 4.6 | 6.1 | 7.6 | 9.1 | 10.6 | 12.1 | 13.6 | 15.1 | 16.6 | 18.1 | 19.6 | 21.1 | 22.6 | 24.1 | 25.6 | | | | |
| 53 | 3.3 | 4.8 | 6.3 | 7.8 | 9.3 | 10.8 | 12.3 | 13.8 | 15.3 | 16.8 | 18.3 | 19.8 | 21.3 | 22.8 | 24.3 | 25.8 | | | | |
| 54 | 3.5 | 5.0 | 6.5 | 8.0 | 9.5 | 11.0 | 12.5 | 14.0 | 15.5 | 17.0 | 18.5 | 20.0 | 21.5 | 23.0 | 24.5 | 26.0 | | | | |
| 55 | 3.7 | 5.2 | 6.7 | 8.2 | 9.7 | 11.2 | 12.7 | 14.2 | 15.7 | 17.2 | 18.7 | 20.2 | 21.7 | 23.2 | 24.7 | | | | | |
| 56 | 3.9 | 5.4 | 6.9 | 8.4 | 9.9 | 11.4 | 12.9 | 14.4 | 15.9 | 17.4 | 18.9 | 20.4 | 21.9 | 23.4 | 24.9 | | | | | |
| 57 | 4.1 | 5.6 | 7.1 | 8.6 | 10.1 | 11.6 | 13.1 | 14.6 | 16.1 | 17.6 | 19.1 | 20.6 | 22.1 | 23.6 | 25.1 | | | | | |
| 58 | 4.3 | 5.8 | 7.3 | 8.8 | 10.3 | 11.8 | 13.3 | 14.8 | 16.3 | 17.8 | 19.3 | 20.8 | 22.3 | 23.8 | 25.3 | | | | | |
| 59 | 4.5 | 6.0 | 7.5 | 9.0 | 10.5 | 12.0 | 13.5 | 15.0 | 16.5 | 18.0 | 19.5 | 21.0 | 22.5 | 24.0 | 25.5 | | | | | |
| 60 | 4.7 | 6.2 | 7.7 | 9.2 | 10.7 | 12.2 | 13.7 | 15.2 | 16.7 | 18.2 | 19.7 | 21.2 | 22.7 | 24.2 | 25.7 | | | | | |
| 61 | 4.9 | 6.4 | 7.9 | 9.4 | 10.9 | 12.4 | 13.9 | 15.4 | 16.9 | 18.4 | 19.9 | 21.4 | 22.9 | 24.4 | 25.9 | | | | | |
| 62 | 5.1 | 6.6 | 8.1 | 9.6 | 11.1 | 12.6 | 14.1 | 15.6 | 17.1 | 18.6 | 20.1 | 21.6 | 23.1 | 24.6 | 26.0 | | | | | |
| 63 | 5.3 | 6.8 | 8.3 | 9.8 | 11.3 | 12.8 | 14.3 | 15.8 | 17.3 | 18.8 | 20.3 | 21.8 | 23.3 | 24.8 | | | | | | |
| 64 | 5.5 | 7.0 | 8.5 | 10.0 | 11.5 | 13.0 | 14.5 | 16.0 | 17.5 | 19.0 | 20.5 | 22.0 | 23.5 | 25.0 | | | | | | |

This is the maximum number of weeks of severance pay actually paid at the date of termination. If prior written formal notice has been given, deduct 0.5 weeks for each full month of notice provided to a maximum of 3 weeks (6 months notice or more). If a person leaves after notification and before intended termination date, deduct 1 week for each month not worked (maximum 6 weeks).

APPENDIX C

**Commitments Made to the
Kingston Heating and Maintenance
Workers' Union
C.U.P.E. Local 229
in 1987/88 negotiations**

E.A.P.

It is the University's intention to meet with a small group of interested parties to determine if there is a need for Employee Assistance Program. One representative from each C.U.P.E. local will be included in this group. This group will research the services that are presently provided on campus and in the community to help the troubled employee with personal problems and look at programs at other institutions.

If it is determined that such a program is required, a proposal will be prepared for presentation to the Vice-Principal (Human Services) requesting the implementation of an Employee Assistance Program and suggesting the kind of program which should be considered.

Long Term Disability

As of **May 1, 1988**, any new full-time continuing employees of CUPE Locals will be required, unless otherwise adequately covered, to enroll in the Long Term Disability Insurance Plan.

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 *Personnel Policy and Procedure Manual for Support Staff*, 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 his/her normal salary. The remaining 25% would be held in an interest-bearing trust for the Employee. In year four, the Employee would go on leave of absence and receive the amounts which had been set aside in the previous years. (The 75%/25% are used to illustrate

how the program works.) The Employee has many options for the deferred amount and the length of the leave. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions*.

5. The tax advantage to this program is that the Employee may earn income in one year, but not pay tax on that income until a subsequent year. Also, by receiving 75% of full-time salary for 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 at the end of each calendar year. The interest received is taxable and the amount will be reported to the individual's personal tax return for that year even though he/she has 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 six (6) months, and no longer than one (1) year. The leave must start within six (6) years of the date of the first deferral.
4. During the years that an Employee is participating in the self-funded leave plan, UIC and CPP must be **based** on actual earnings which, using our earlier example, would be 75%. Life insurance benefits may

be based and supported by the University on nominal earnings (100%). OHIP, Supplementary Medical and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay his/her 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 his/her normal duties.
7. It is expected that an individual will continue to be committed to his/her plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan prior to taking his/her leave of absence, provided that he/she notifies the Department Head and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the Employee upon withdrawal. Withdrawal from the plan does not prevent the Employee from entering a new plan at a later date.

Eligibility

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

Application Process

1. Initial approval must be given by the Employee's Department and final approval given by the appropriate Dean or Vice-Principal. Denial at either stage shall not be considered a violation of the agreement. However, approval will not be unreasonably denied.

Other Matters

1. On return from leave, an Employee shall be assigned to the same position, or an alternative position mutually agreeable to the Employee and the University at the same level as that held prior to going on leave. An Employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the Employee to their former position or an alternate position after the completion of their leave.
2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.

4. Should an Employee die while participating in the plan, any balance in the Employee's account at the time of death shall be paid to the Employee's estate.
5. An Employee shall assume the responsibility of making 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 five (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 Personnel Services. Questions regarding this policy should be addressed to Personnel Services and questions regarding pension and benefits should be addressed to the Office of Pension and Benefits.

Regulations governing this plan are available on request. This plan remains in effect from February 4, 1989 until June 30, 1990.

APPENDIX E

DENTALPLAN

As of July 1, 1988 a dental plan, underwritten by Canada Life, 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 one (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 (one per six months)
- dental X-rays (bitewings twice per year, full mouth once per 24 months)
- scaling and polishing (two per year)
- fluoride treatment and oral hygiene instructions (once per six months)
- space maintainers for children under 13
- pit and fissure sealants for children (ages six 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

Remember this is a basic plan and does not cover such dental expenses as major restoration work including denture installation or replacement nor is there any coverage for orthodontic work.

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

S. Mayo
S.D. Mayo, Manager, Staff Relations

J. Mckarski
J. Mckarski, Staff Relations Administrator

K.B. Bickerstaffe
K.B. Bickerstaffe, Director, General Services

J. McFarlane
J. McFarlane, Chairman, Facilities and Services, Athletics & Physical Education

R.H. Hewett
R.H. Hewett, Maintenance Manager, Campus Engineering Services

On behalf of Kingston Heating & Maintenance Workers' Union, C.U.P.E. Local 229

G. Tisdale
G. Tisdale, President

P. Shaver
P. Shaver, Member, Bargaining Committee

L. Dougan
L. Dougan, Member Bargaining Committee

T. Fraser
T. Fraser, Member, Bargaining Committee

L.L. Dumbleton
L.L. Dumbleton for the Canadian Union of Public Employees

Dated at Kingston, Ontario this 1st day of MAY 1989.

