



AGREEMENT

between

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

and

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

July 1st, 1997 - June 30th, 1999

SOURCE	Univ.	
REF.	94 07 01	
TERM.	97 06 30	
No. OF EMPLOYEES	220	
NO. OF MEMBERS	44	

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PREAMBLE

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

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

ARTICLE 1

DEFINITION

1.01 The term “employee” whenever used in this Agreement means any employee of Physical Plant Services, Residences Operations, and certain staff in the Physical Education Centre as agreed upon save and except persons above the rank of foreperson; 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.

1.02 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.

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.

The Employer agrees that on the last Friday of the first month of employment and the last Friday of the fourth month of employment, all new employees shall be required

to attend a meeting with two (2) members of the Union Executive to explain the function of the Union for a period not to exceed one (1) hour from the normal work day. Such employees attending this meeting plus the two members of the Union Executive in attendance shall suffer no loss in wages. It is understood by the Union that where there is more than one new employee, the Union shall hold a common meeting for all such employees.

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

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

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

ARTICLE 3

NO 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.

3.02 *Sexual Harassment*

The University **recognizes** that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all members of the Local of its commitment to this principle. Reference to sexual harassment shall be as specified in the Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known as unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against his/her will.

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.

5.02 The Employer will contact each employee approximately six (**6**) months prior to the employee's retirement to discuss and begin making the necessary arrangements for retirement. For purposes of information, the Union will receive notification of such impending retirements.

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. The Employer shall advise the Union of the names of the non-union supervisors (and designates) for each area for the purpose of identifying key contact persons for stewards.

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** *Informal resolution stage* An employee and **his/her** steward may request his/her non-union supervisor or designate to handle a specific problem where the actual details are clearly identified. The employee and the steward will make every effort to adjust the situation with the non-union supervisor or designate before it is **formalized** in writing.
- 6.022** *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 five (5) working days after the grievance is registered, it may, at the request of the aggrieved employee, within ten (10) working days after receipt of the response from the employer, be carried to step 2. If the **grievor** fails to act within the time limit, the grievance will be considered abandoned.
- 6.023** *Step Two* By the Union Grievance Committee, and a senior representative of Human Resources. The Manager, Staff Relations in Human Resources or **his/her** representative shall hold a hearing within ten (10) working days of the date of receipt of the grievance, and shall give the **grievor** a decision in writing within five (5) working days of the completion of the hearing.
- 6.03** The time limits specified in 6.022 and 6.023 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 fifteen (15) working days 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, or in cases of suspension or discharge, may be submitted by the Union in writing, at the second step (Article 6.023) and dealt with as a proper grievance under the grievance procedure.

Failing satisfactory solution within the time limit as stated in Article 6.023 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.

Upon written request to the Manager, Staff Relations from the affected employee, a disciplinary notation will be removed from the employee's file on the expiration of the two (2) year period.

ARTICLE 7

ARBITRATION

7.01 If a grievance is not settled at Step Two, either party may notify the other within one (1) month after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the name and address of the party's nominee to the proposed Arbitration Board.

The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed Arbitration Board within ten (10) working days after

receiving the notice. The two nominees appointed shall attempt to select a Chairperson for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chairperson for the Arbitration Board.

7.02 Each party shall pay its own costs and the fees and expenses of witnesses called by it, and the fee and expenses of the Chairperson shall be shared equally by the parties.

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

7.04 The Arbitration Board shall not be authorized, nor shall the Board assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

7.05 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

7.06 Should the Parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

7.07 It is agreed that the time limits referred to in Article 7 may be extended by written mutual consent.

7.08 Nothing in this agreement shall prevent the Union or the Employer from exercising its right to use Section 49 of the *Labour Relations Act, 1995*.

ARTICLE 8

STRIKES AND LOCKOUTS

8.01 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 Ontario Labour Relations Act.

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.

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 twenty-four (24) months.

9.054 If following a layoff, he/she fails to advise the Employer within five (5) working days of receipt of notification to return to work, of his/her intention to return, or;

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

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

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

9.06 *Term Appointments*

For the purposes of seniority, employees hired on term appointments will not be considered as new employees if they are rehired within six (6) months of a previous termination. Their seniority will accumulate on the basis of actual time worked in the bargaining unit.

9.07 *New Employee*

A new employee shall be regarded as being on probation, during which the employee shall receive **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.

9.08 *Rights of a New Employee*

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

9.09 *Lay-off*

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

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 home 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 Human Resources Department during the seven-day posting period.

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

10.012 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 30 working days of the date that the vacancy was published in **the** Gazette. This time limit may be extended by mutual consent.

10.013 Should the vacancy be in a position where supervisory duties are involved (Foreperson,

Assistant Foreperson 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.

10.014

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.

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

- 10.015** 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.
- 10.016** Should a vacancy occur for a Tradesperson as **defined** by the Provincial Tradesperson Act and which requires a Provincial Tradesperson Licence, Management has the right to hire from outside the Bargaining Unit, provided no employee in **the** Bargaining Unit has the necessary Trades Licence and other required qualifications.
- 10.017** 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.
- 10.018** 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 10.012.
- 10.019** 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.

10.02 *Trial Period*

The successful applicant to a posted vacancy shall be placed on probation, during which the employee shall receive

familiarization and training, for a period of 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 probationary 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.

10.03 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.

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

10.05 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.

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

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 Physical Plant Services Trades employees employed after July 1, 1978 shall be scheduled for five (5) days, thirty-seven and one half (37½) 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.

11.022 Any employee in the bargaining unit whose shift schedule is changed shall be given five (5) days notice (120 hours) of a change in shift. Failure to give this five (5) days notice will require

payment at time and one half for the first full shift so affected.

11.023 Physical Plant Services Trades employees employed before July 1, 1978 shall be scheduled for seven and one half (7½) hours per day Monday to Friday, commencing no earlier than 7 a.m. and ending no later than 6 p.m.

11.024 Grounds employees employed before July 1, 1978 shall be scheduled for seven and one half (7½) hours per day Monday to Friday.

11.025 Employees in Physical Plant Services Custodial, Grounds, Parking, Residence, and Physical Education Staffs shall be scheduled on the basis of thirty-seven and one half (37½) hours per week with two (2) consecutive days off.

11.026 **Caretaking** Attendants shall be scheduled on the basis of up to seventy-five (75) 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.

11.03 *Work Outside Normal Scheduled Hours*

11.031 All hours worked in excess of those specified in paragraphs 11.021, 11.023, 11.024 and 11.025 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 seventy-five (75) 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 the opportunity for overtime amongst those employees who would normally perform the work. The Employer will maintain lists of those employees who have indicated an interest in overtime work and will revise such lists 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. Such policies shall include a provision for maintaining a log of requests accepted or refused.

11.035 An employee who is scheduled to work overtime during hours other than those immediately 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 (½) 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 *Truck Drivers and Equipment Operators*

An 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.

Groundskeepers 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 Groundskeepers.

12.03 *Caretakers, and Physical Education Assistants*

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

12.04 *Apprenticeship*

The following procedure shall be used:

12.041 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 Human Resources Department during the seven (7) day posting period.

- 12.042** Candidates outside the Bargaining Unit will also be sought and considered provided the Board set up in Article **12.053** does not consider any internal employees to be suitable candidates.
- 12.043** Candidates will be interviewed and selected by a Board, **with** equal representation from **the** Union and the Physical Plant Services, and a representative of the Human Resources Department.
- 12.044** 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 % |
- 12.045** The apprentice will start at the period and rate appropriate for the credits he/she has earned, if any.
- 12.046** The program will follow the requirements of the Apprenticeship and Tradesperson's Qualification Act and its Regulations.

12.047 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

13.01 The following classification and wage schedule will be effective from July 1, 1997 to June 30, 1999:

	July 1/97	Effective July 1/98
A Trades	21.12	21.33
Maintenance Mechanic	19.20	19.40
Trades Helper	17.90	18.08
Helper	16.52	16.69
Labourer	14.67	14.81
B Engineer 3rd Class	19.20	19.40
Engineer 4th Class	17.90	18.08
Helper	16.52	16.69
C Storeskeeper	17.90	18.08
Stores Driver	16.98	17.15
Driver	15.99	16.15
D Arena/&d. Asst. Foreperson	17.90	18.08
Asst. Phys. Ed. Foreperson	17.04	17.21
Arena/Stadium Attendant	16.52	16.69
Equipment Service Attendant	15.99	16.15
Athletics Assistant	15.07	15.22
E Grounds Foreperson	20.57	20.78
Equipment Operator	17.90	18.08
Groundskeeper	16.28	16.44
Groundswoker	15.07	15.22

F	Parking By-law Officer	15.99	16.15
	Booth Attendant	13.80	13.94
G	Custodian	15.07	15.22
	Caretaker*	13.80	
	Laundry Attendant	15.07	15.22
	Seamstress	15.07	15.22
	Caretaking Attendant	15.07	15.22

*Classification deleted July 1, 1998

13.02 a) Members of the bargaining unit who are employed as of the date of ratification of the Collective Agreement shall receive a one-time lump sum payment of **\$550.00** (less deductions required by law).

b) Members of the bargaining unit who are employed on July 1, 1998 shall receive a one-time lump sum payment of **\$600.00** (less deductions required by law).

ARTICLE 14

SHIFT PREMIUM

14.01 All employees shall be paid a shift premium of fifty (50) cents per hour for all scheduled hours worked on the afternoon shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m. (midnight).

All employees shall be paid a shift premium of fifty-five (55) cents per hour for all scheduled hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

ARTICLE 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 fifty (50) cents 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 department will maintain lists of those employees who have indicated an interest in call-in work. These lists will be revised at least quarterly and up-dated lists will be posted in each department.

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. Should the day of

observance fall on a scheduled day off, the employer will designate an alternate day off to observe the holiday, except as otherwise provided for in Article 17.06.

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) the employee's regular pay for the Statutory Holiday plus pay for the actual hours worked at two (2) times the regular hourly rate.
- b) the employee's regular 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. The equivalent time off will not be considered lieu time for the purpose of accumulation as per Article 11.031.

17.05 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), he/she will be paid in addition to his/her regular pay, time and one half for the hours worked. Should an employee be scheduled to work on one of his/her regular off days during this shut-down period, they will receive overtime rates as outlined in Article 11.05. Alternately, where operational requirements permit, an employee may choose to be compensated by **taking** the time and one half as lieu time, at a mutually convenient time to the Employer and the employee.

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

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

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.

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

ARTICLE 19

LEAVE OF ABSENCE

19.01 *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.

19.02 *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. An additional twenty-five (25) days is provided for steward training with the understanding that such time will not exceed five (5) days for any one individual 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.

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

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

19.021 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.

19.022 The four (4) 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.

19.03 *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.

19.04 *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.

19.05 *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. 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 his/her shift.

19.06 *Tuition Assistance Program*

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

19.07 Maternity Leave

An employee who becomes pregnant may apply for maternity leave of absence. Unpaid leave shall be granted, regardless of length of service, upon written request. Paid maternity leave however, shall be granted upon written request if the employee has one (1) year or more of service and presently holds a current appointment of a year's duration or longer. The total maximum period of the maternity leave both before and after the termination of the pregnancy shall be twenty (20) weeks. 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 of 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 the three (3) week period.

During the paid 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) Maternity Leave allowance as follows:

- (i) (Weeks 1 & 2)
100% of the employee's normal basic earnings for the first two (2) weeks of the maternity leave;
- (ii) (Weeks 3 to 17)
for the next fifteen (15) weeks of the maternity leave, the employee will receive from the University a salary 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 she qualifies for EI benefits;
- (iii) (Weeks 18 to 20)
100% of the employee's normal basic earnings for the remaining three (3) weeks of the maternity leave.

- b) Any period of leave beyond this twenty (20) weeks shall be without pay.
- c) 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.
- d) Eligible employees will receive the salary and benefits provisions specified above on the understanding that the employee is expected to work for the University for at least six (6) months following the date of her return from her paid maternity leave (including any additional leave such as parental leave or unpaid leave of absence).
- e) Vacation credits will continue to accrue while a person is on maternity leave.
- f) All payments under this policy must be in accordance with the Sub-Plan agreement that is filed by Queen's University with Human Resources Development Canada pursuant to Employment Insurance Regulations and the provisions of this Collective Agreement.

19.08 Parental Leave

Upon written request no later than one (1) month in advance of the date that the leave is scheduled to commence, an employee who has at least thirteen (13) weeks service shall be granted eighteen (18) weeks leave without pay. In cases where parental leave is an extension of maternity leave, the leave must commence at the point that the maternity leave ends. For fathers and adoptive parents, parental leave must commence within thirty-five (35) weeks after the child is born, or comes into the custody, care and control of the parent for the first time. The University shall continue to pay its portion of group benefits premiums and pension where the employee continues to pay his/her share.

19.09 *Adoption Leave with Pay*

An employee who adopts a **child(ren)** will be subject to the same rights and obligations as those specified for maternity leave with the following exceptions:

- a) the leave shall commence when the child comes into the custody, care and control of the employee;
- b) the duration of the leave shall be a maximum of fifteen **(15)** weeks; the University will pay an adoption leave allowance as follows:
 - (i) **(Weeks 1 & 2)**
100% of the normal basic earnings for the first two **(2)** weeks of the adoption leave;
 - (ii) **(Weeks 3 to 12)**
for the next ten **(10)** weeks of the adoption leave, the employee will receive from the University a salary payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance benefit the employee is expected to receive if he/she qualifies for **EI** benefits;
 - (iii) **(Weeks 13 to 15)**
100% of the normal basic earnings for the remaining three **(3)** weeks of the adoption leave.
- c) Any period of adoption leave beyond the above falls under the provisions of Parental Leave and Leave of Absence Without Pay. The total maximum leave for adoption shall be six **(6)** months.
- d) Where both parents are employees of Queen's University, and an adoption takes place, only one paid leave will be granted under this policy. The parents may choose which one will apply for a paid leave of absence, but the leave time may be divided between them.

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

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.

19.14 Paternity Leave with Pay

Paternity leave is applicable to a father of an **infant** child who assumes at least **50%** of the responsibility for the care of the child **during** the first fifteen **(15)** weeks after the date of birth of the child or its release home from the hospital. An employee who wishes to apply for this leave must have one **(1)** year or more of service and must hold a current appointment of a year's duration or longer.

Maternity leave and paternity leave can only run concurrently in special circumstances such as multiple birth situations (three or more), special needs children, health implications, or unforeseen changes in family circumstances.

Employees applying for this leave will be subject to the same rights and obligations as those specified for maternity leave with the following amendments:

a) Paternity leave allowance as follows:

- (i) **(Weeks 1 & 2)**
100% of the normal basic earnings for the first two **(2)** weeks of the paternity leave;
- (ii) **(Weeks 3 to 12)**
for the next ten **(10)** weeks of the paternity leave, the employee will receive from the University a salary payment equal to the difference between **100%** of the employee's normal basic earnings and the amount of Employment Insurance Parental Leave benefit the employee is expected to receive if he/she qualifies for **EI** benefits;
- (iii) **(Weeks 13 to 15)**
100% of the normal basic earnings for the remaining three **(3)** weeks of the paternity leave.

b) Under the Employment Standards Act, paternity leave falls under the provisions of Parental Leave **and** therefore a further three **(3)** weeks of leave without pay is available. Any period of leave beyond that falls under the provisions of leave of absence without pay.

- c) Paternity leave must be completed within fifteen (15) weeks after the infant child is born or released home from the hospital.
- d) Paternity leave may not be substituted for adoption leave.
- e) It is the responsibility of the employee applying for paternity leave to demonstrate to his department head that his request meets the criteria for the leave as set out above.

ARTICLE 20

SICK LEAVE

20.01 Employees covered by this Collective Agreement 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 and regardless of length of service. The maximum period covered will be six months of continuous absence. Records of absence will be kept by the Employer.

20.02 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.

20.03 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.

20.04 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is medically unable to carry out normal duties due to illness.

It is understood that a dentist will be considered a doctor for the provisions of this Article.

20.05 An employee shall notify his/her non-union supervisor or designate as soon as possible on the first day of his/her 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.

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

20.07 Employees may be requested to provide the Employer with a physician's note certifying that the employee has been in the care of a physician and:

i) that the employee is able to return to work on a full-time basis without restrictions;
or

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

20.08 If during an employee's vacation, there should occur 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 provided acceptable proof of entitlement to leave under Article 19.01, Bereavement Leave, such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

ARTICLE 21

STAFF BENEFIT PLANS

21.01 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, Semi-Private Hospital, Supplementary Medical, Queen's Pension Plan, Canada Pension Plan, Employment 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.

NOTE: Annual University contributions to the Minimum Guarantee Fund will be made from the surplus.

21.02 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 **75%** of the premium at current **ODA** rates minus one year.

21.03 Long Term Disability

Any new full-time continuing employees of **C.U.P.E. Local 229** will be required, unless otherwise adequately covered, to enroll in the Long Term Disability Insurance Plan.

It is understood that when a bargaining unit member of **C.U.P.E. Local 229** is placed on **LTD**, his/her position will be held for a period of up to three **(3)** years.

ARTICLE 22

BULLETIN BOARDS

22.01 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 23

WORK CLOTHING

23.01 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 23, 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.

23.02 Parking Staff will be issued two winter uniforms, two summer uniforms, and one parka as an initial issue. Two (2) shirts and two (2) 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 24

HEALTH AND SAFETY

24.01 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. It is agreed that the Employer and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

24.02 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 25

CONTRACTING OUT, TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

25.01 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.

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

25.02 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.

25.03 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.

25.04 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 **25.02** and **25.03** 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.

25.05 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 26

TOOLS, EQUIPMENT AND ALLOWANCES

26.01 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.

26.02 *Professional and License Fees*
The Employer shall reimburse employees for the renewal of Trade Licenses required in the performance of their duties.

ARTICLE 27

ABSENCE FOR UNION DUTIES

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

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 three (3) days written notice, where possible, to their non-union supervisor when requesting leave to attend to such union duties.

27.02 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:

27.021 The Employer agrees to **recognize** and deal with a Union Grievance Committee of not more than three (3) employees including the Local Union President.

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

27.023 It is understood and agreed that a Steward or a Grievance Committee member has his/her duties to perform for the Employer and that if it is necessary to investigate a grievance or attend a grievance hearing during working hours, he/she

shall not leave his/her work without first requesting leave from his/her non-union supervisor or designate which shall not be unreasonably withheld. The Steward or Grievance Committee member shall report back to his/her non-union supervisor or designate upon returning to work.

27.024 Any Union Steward or Grievance Committee member dealing with a grievance arising out of this Agreement, and not in his/her 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.**

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

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

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



to any committee or to the position of a local Union representative.

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

ARTICLE 28

UNION MANAGEMENT COMMITTEE

28.01 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.

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

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.

ARTICLE 29

TERMINATION

29.01 The Agreement shall continue in force and effect from July 1, 1997 until June 30, 1999. Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 1999 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, 1999 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 the event of a layoff, the Employer shall notify the Union of such layoff fourteen (14) days in advance of the required notice to employees. It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

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

The Employer shall provide written notice of layoff to employees affected at least three (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 ten (10) days.

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

The University shall designate the department and classification or trade in which a layoff will occur.

An employee with a continuing appointment shall not be declared surplus where there exists an employee with a term appointment in the same classification or trade within a Department.

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

1. If the affected employee has more seniority;
2. If the affected employee is qualified to perform the work of the employee he/she is displacing;
3. If the more junior employee is at the same or lower wage rate within the bargaining unit.

The Employer agrees that an employee laid off or bumped shall have the right to their previous position before posting or recall.

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

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

APPENDIX B

WEEKS OF SEVERANCE PAY ALLOWANCE

APPENDIX C

EMPLOYEE ASSISTANCE PROGRAM

C.U.P.E. Local 229 shall elect or appoint its representative to the joint **E.A.P.** administrative committee, established by the University, for the purposes of implementing and monitoring an Employee 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 Staff Policy Manual*, 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, **EI** 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%**). Supplementary Medical, Dental and Semi-Private **Hospitalization**, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based

on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay 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 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.

Regulations governing this plan are available on request.

This plan remains in effect from July 1, 1997 until June 30, 1999.

APPENDIX E

DENTAL PLAN

As of July 1, 1988 a dental plan will be in effect for all eligible employees and dependents. This includes employees who are either full-time, part-time with continuing appointments, term appointments of more than 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.

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 two (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 \$300 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 one (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;
- faculty with tenure or tenure-track appointments (as defined in the Senate document “Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff”), or continuing adjunct academic staff Group III (as defined in the Senate document “Statement on Adjunct Academic Staff and Academic Assistants”), both with at least **40%** appointments.

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. These **units** include:

- **AMS**
- Book Store
- Canadian Microelectronics Corp.
- Eastern Ontario Staff Development Network
- Graduate Student Society
- Insect **Biotech** Canada
- **KAIROS**
- **MIROC**
- **NeuroChem** Inc.
- **Ontario Centre** for Materials Research (**OCMR**)
- **PARTEQ**
- **PRECARN**
- Queen’s Day Care
- Queen’s University Club

- Telecommunications Research Institute of Ontario (TRIO)
- Theological College

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 five (**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

three (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 three (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 five (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, s/he 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 his/her record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrollment

- In order to have payment of tuition fees waived, employees will require an **authorized** Tuition Fee Waiver form. This can be obtained from the Employee Development Unit in 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; **or** the registration arena (September only). 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 programs who register as 'on campus' will be assessed additional fees that are not covered under this policy. Opting out on payment of these fees is the responsibility of the employee.

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.

Tuition Assistance is considered a taxable benefit by Revenue Canada; therefore, employees' T4s and taxable income will reflect that portion of their record in the tuition assistance tracking system which they have used as a benefit. Furthermore, the tuition assistance amount is processed through the monthly payroll. This results in additional income tax being deducted from an employee's salary in the month that this occurs.

Questions regarding the Educational Development Fund should be directed to the Employee Development Unit in 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 \$300 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 **\$300** in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee.

Release time from work to attend classes requires the written approval of the department head. Normally, **this** approval will only be granted for a course which is directly related to the employee's present job and which is not offered at any other time.

Reimbursement

To receive reimbursement, eligible employees will advise the Coordinator, Employee Development 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 Coordinator, Employee Development 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 Coordinator, Employee Development to obtain reimbursement of the tuition fees.

Tuition Assistance is considered a taxable benefit by Revenue Canada; therefore, income tax will be deducted from the reimbursement amount.

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

R. Weatherdon, Manager, Staff Relations

J. Mekarski, Assistant Manager, Staff Relations

I. MacKeen, Manager, Administrative Support, **PPS**

B. Griffiths, Associate Director (Residence Services)/
Director, Food & Beverage Services

T. Morrow, Director of Operational Services and
Executive Assistant to the **Vice-**
Principal (Operations & Finance)

H. Douglas, Manager, Compensation

**On behalf of Kingston Heating & Maintenance Workers'
Union**

M. Weatherby, President

R. Barber, Member, Bargaining Committee

J. Kemp, Member, Bargaining Committee

B. Smallridge, Member, Bargaining Committee

J. Lepine, for the Canadian Union of Public Employees

Dated at Kingston, Ontario this **30th** day of June, **1998**.