AGREEMENT

between

QUEEN'S UNIVERSITY AT KINGSTON, ONTARIO,

and

KINGSTON TECHNICIANS' UNION C.U.P.E. LOCAL 254

July 1st, 1997 - June 30th, 1999

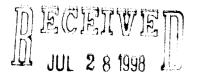


TABLE OF CONTENTS

Article 1.	Definition	
Article 2.	Union Recognition	
Article 3.	No Discrimination 6	
Article 4.	The Employer's Rights	
Article 5.	Retirement Age	
Article 6.	Strikes and Lockouts	
Article 7.		9
Article 8.	Arbitration 11	
Article 9.	Hours of Work ,	_
Article 10.	Seniority	
Article 11.	Lay-off and Recall 17	•
Article 12.	Call-in Pay & Overtime 18	_
Article 13.	Paid Holidays 20	
Article 14.	Vacations	
Article 15.	Staff Benefits' 23	
Article 16.	Sick Leave ,	
Article 17.	Union Leave 33	
Article 18.	Bulletin Boards 30	
Article 19.	Coffee Breaks 30	
Article 20.	Job Posting	
Article 21.	Health and Safety 39	
Article 22.	Uniforms	_
Article 23.	Union Management 40	
Article 24.	Discipline 4	1
Article 25.	Discipline	
	Evaluations and Salary Administration 4:	2
Article 26 .	Technological or Other Changes 4	
Article 27.	Education & Training 49	
Article 28.	Termination	<u>)</u> . 2
Appendix A	Questionnaire	1
Appendix B	Severance Pay, 5	
Appendix C	Employee Assistance Program 5	
Appendix D	Self-Funded Leave Plan 5	
Appendix E	Dental Plan 6	
Appendix F	Tuition Assistance Program 6 Salaries July, 1997 - June, 1998 6	
Schedule A	Salaries July, 1997 - June, 1998 6	
Schedule B	Salaries July, 1998 - June, 1999 /	
Schedule C	Mutually Agreed Areas 8	0

PREAMBLE

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

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

ARTICLE 1

DEFINITION

1.01 Members of the Bargaining Unit as defined by this Agreement are all employees of Queen's University working in a technical capacity in any teaching or research laboratory, a shop related to a laboratory, or other related areas or other mutually agreed areas (as listed in Schedule C); save and except:

persons who are employed for 17.5 hours or less in a week.

supervisors, and those above the rank of supervisor, who would be excluded under the Ontario Labour Relations Act;

persons who are presently covered by other Collective Agreements;

persons employed as secretarial, clerical and administrative staff;

persons employed whose primary function is to teach credit courses;

persons employed on academic/adjunct appointments;

persons for whom the possession of a graduate degree in science or engineering is a **pre-determined** job specification;

persons * who are employed to work on research **programmes** or projects in academic faculties under the direction of a Principal Investigator(s).

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

Either party may ask for a review of any specific situation arising under this Article by the Union-Management Committee. If the matter is not resolved at this level it may be referred to the second stage of the grievance procedure. If the matter is not resolved through the grievance procedure it may be referred to a Board of Arbitration for decision.

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

1.02 *Term* Appointments

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

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

1) It is agreed that there is no guarantee or commitment of employment to an employee beyond that which is identified in his/her appointment letter.

2) Term appointments normally are from three (3) months to, one (1) year in length, though such an appointment may be for a longer period under special circumstances such as, Long Term Disability

replacement,

3) Prior to hiring or renewing an employee on a term appointment, Human Resources staff will evaluate a job description submitted by the Department Head/Designate and determine the appropriate salary range and hiring salary in accordance with the Salary Administration provision of this Agreement. If the original appointment letter indicates a period of employment of more than twelve (12) months, or if the employee's actual period of employment in the same position exceeds twelve (12) months, the position description will be submitted for evaluation by the Joint Technical Position Evaluation Committee at the beginning of the Thirteenth month of employment. If this evaluation results in a salary increase, the increase shall be made effective to the beginning of the thirteenth month of employment.

4) Notwithstanding Article 20.01, term appointments of three (3) to six (6) months duration shall not be posted; however, written notice will be sent to the

Union.

5) For the purposes of seniority, term employees 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.

6) Notwithstanding Article 16, term employees shall be entitled to accumulate paid sick leave determined at the rate of two (2) days per calendar month of their appointment to a maximum of twenty-four (24) days.

7) Notwithstanding Article 11 (Layoff and Recall), in the event of a layoff the University will provide as much advance notice as possible to term employees. However, term employees shall not be entitled to recall rights.

8) Term employees shall not be covered by the following articles or clauses of the Collective

Agreement:

Article 11.06, Article 11.07, Article 16.01, Article 16.02, Article 20.05, Article 25.03(d)

9) Term employees whose employment has been renewed beyond the original term appointment, and whose appointment will not be renewed again, will be given a minimum of two (2) weeks notice confirming the end date stated in their subsequent appointment letter.

1.03 Definitions

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

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

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

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

ARTICLE 2

UNION RECOGNITION

- **2.01** The Employer recognizes the Canadian Union of Public Employees and its Local **254**, as the exclusive bargaining agent defined in Article **1**, in respect of salaries, hours of work and other working conditions.
- **2.02** No person shall hold meetings, collect Union dues, solicit membership or conduct any other such Union activities during working hours on the property of the Employer except such activity as is specifically permitted by this Agreement.
- **2.03** The Employer shall deduct monthly Union dues from all employees covered in Article 1. Such dues shall be deducted from the monthly pay and shall be remitted to the Secretary-Treasurer of Local **254** together with two lists of the employees on whose behalf such Union dues are remitted, whenever possible before the end of the month. Dues will be deducted for the first month of employment if the starting date is anytime during that month. Dues will also be deducted from the last month of employment, regardless of termination date. A statement of Union dues will be included on employee T-4 slips.

Union membership is required as a condition of employment as of the date of July 1,1981. Employees who are not Union members on that date do not have to join. All employees who are Union members as of that date must continue their membership.

2.04 The Employer shall provide the Union with a copy of the appointment letter (including salary) of each new employee in the bargaining unit not later than one (1) week after the starting date.

The Employer agrees that on the last Friday of the first month of employment and the last Friday of the sixth month of employment, all new employees shall be required to attend a meeting with 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 provide the Union in advance with the names of employees or of positions that it intends to terminate from the bargaining unit and the date of such terminations. If the termination is brought about by the removal of a position from the bargaining unit, prior discussions a month in advance must take place between the University and the Union. During these discussions the University will outline the reasons for this action and receive alternative proposals, if any, from the Union.

ARTICLE 3

NO 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 on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, place of residence, ancestry or place of origin, disability, union membership or non-membership or activity, family relationship, political affiliation or activities or sexual orientation.

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 includes Section 7(2) of the Human Rights Code, and Sections 7(3)(a) and (b) of 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 **7**.
- **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** Subject to the provisions of this Collective Agreement and in the interests of efficient operation, the Union agrees that the Employer may at any time, subject to reasonable notice to the Union, determine or change work schedules and assignments or methods. If there is a claim of discriminatory action by the Employer in this regard, the aggrieved employee may, if he/she so desires, make it the subject of a grievance in the manner hereinafter provided.
- **4.04** The Employer may engage students or other persons for summer and other temporary or special employment providing that such employment does not contravene any Article of the current Collective Agreement. Any employees

engaged under this clause will automatically come under the jurisdiction of the Union once the period of employment exceeds three (3) months (four months for summer students).

No job in the bargaining unit will be performed by non-bargaining unit personnel for more than three (3) months (four months for summer students) in any twelve (12) month period. However, any member of the bargaining unit who has been laid off and had recall rights under Article 10.053 would have priority in filling those positions within the same department where the duties were previously carried out by members of the bargaining unit.

ARTICLE 5

RETIREMENT AGE

- **5.01** The normal retirement age is the end of the month following the **65th** birthday and employment after that age will be on a month-to-month basis.
- **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.
- **5.03** Should an employee retire early anytime after reaching the age of **55** and actually commences his or her pension and has at least ten (10) years of service, the University will continue to pay its share of the Queen's Supplementary Medical insurance premium until normal retirement date. Between age **55** and **60** the employee would pay his or her share of the above premium and between age **60** and normal retirement date the University would pay the employee's share of the cost.

ARTICLE 6

STRIKES AND LOCKOUTS

- **6.01** 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.
- **6.02** Should a strike or shutdown occur, the Union shall forthwith disclaim responsibility and shall, by means of a written notice, advise its members to carry out the terms of the Agreement.

ARTICLE 7

GRIEVANCES

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

presented as a written grievance to the Department Head/Designate within fifteen (15) working days of the

circumstances giving rise to the grievance.

The Department Head/Designate shall, upon receipt of the grievance, schedule a meeting with the **grievor** and a representative of the Union to hear and discuss the grievance. This meeting shall be held within ten (10) working days after receipt of the grievance. Following the meeting, the Department Head/Designate will give a written decision within three (3) working days.

7.05 (Stage Two) If the grievance is not resolved at Stage One, it may be presented to the Manager, Staff Relations in Human Resources or his/her designate within ten (10) working days after the Stage One decision has been received.

Upon receipt of the grievance, the Manager, Staff Relations in Human Resources or his/her designate will meet with the Grievance Committee, and representative of the Canadian Union of Public Employees, to discuss the matter. This meeting shall be held within ten (10) working days after the receipt of the grievance. A written decision on the grievance will be given within five (5) working days after the meeting.

- **7.06** The time limits specified in 7.04 and 7.05 may be extended by mutual consent. The parties agree that employees should not harbour grievances; they should bring them to the attention of the Employer without delay. Accordingly, it is agreed that no grievance shall be considered unless submitted in writing within fifteen (15) working days or as soon as the circumstances giving rise to the grievance are known.
- **7.07** Any difference arising directly between the Union and the Employer involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under this Article because of the inability or refusal of an employee to submit a grievance, or where the grievance affects a group of employees, or a department, or the

University as a whole, may be submitted by the Union in writing, at the second stage, and dealt with as a proper grievance under the grievance procedure. Failing satisfactory solution within the time period spelled out in Article 7.06 such grievances may be referred to Arbitration.

Any such grievance, as described above, which refers to a matter involving only one department shall be submitted at Stage One to the Department Head/Designate of the department concerned.

ARTICLE 8

ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either of the parties may within two (2) months after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall act as chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board but if there is no majority the decision of the chairperson shall govern. Each party shall pay its own costs and the fees and expenses of the chairperson shall be shared equally by the parties.

Subject to the provisions of section 49 of the Ontario Labour Relations Act, 1995 either party may request that the Minister appoint a single arbitrator.

8.02 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 254, in matters between Queen's University and C.U.P.E. Local 254. A copy of all requests for leaves under this article shall be submitted to the Manager, Staff Relations in Human Resources as much in advance as possible.

ARTICLE 9

HOURS OF WORK

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

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

9.02 The normal hours for a department shall be identified as from **9:00** a.m. to **5:00** p.m. during the Winter Period and from **8:30** a.m. to **4:30** p.m. during the Summer Period (which shall be from the first Monday in May until approximately mid-September). When circumstances are such that the above schedule cannot be strictly adhered to, or when it would appear to be inadvisable and/or inexpedient to adhere strictly to it, Department Heads/Designates shall be

allowed to arrange a mutually satisfactory schedule in which the minimum weekly hours (35) are distributed over the working days specified above in a different manner. In no case shall such a schedule provide for a normal starting hour earlier than 7:00 a.m. or a normal leaving time later than 11:00 p.m. Deviations outside these hours will be only allowed as overtime.

- **9.03** Throughout the year, where the operational needs of a department will permit, individual employees may make application to their supervisors for slightly different starting and finishing times. Where conflict arises between two (2) or more qualified employees who are able to perform the required work, the choice of the senior employee shall be granted.
- **9.04** The lunch period will be one (1) hour scheduled between 11:00 a.m. and 2:00 p.m. (normally scheduled between 12:00 noon and 1:00 p.m.). During the summer period individual employees, with the approval of their department head, may choose a one-half hour lunch break.
- **9.05** It must be **emphasized** that, while Queen's University wishes to provide wherever possible some flexibility in working hours for the convenience of its employees, its first responsibility is to fulfil its functions as an academic institution. Each department must be open and adequately staffed during the basic working period and in some cases this may mean that individuals cannot be assigned the hours which they prefer.
- **9.06** The minimum weekly hours (35) shall be reduced by the appropriate number of hours in those weeks in which the paid holidays specified in Article 13 occur.
- **9.07** Where a department is required to work on a seven day schedule, the posted schedule will provide for not less than two weekends off during each three week period. However, because of the operational needs of Departments,

such schedules may have to be revised occasionally and in order to consider the wishes of the employees, such changes will be made in consultation with a Union representative.

- All scheduled hours of work on Saturday and Sunday shall be paid for at one and one-half (1½) times the employee's normal rate.
- Computer Operators in Information Technology Services shall be scheduled on the basis of an average of thirty-five (35) hours per week. The precise details of the schedule shall be worked out between Management and the affected employees. The schedule shall cover the twenty-four (24) hour operation of the Unit.

Computer Operators shall be paid a shift premium of forty-five (45) cents per hour for all scheduled hours worked on the afternoon shift between 4:00 p.m. and 11:59

p.m. (midnight).

Computer Operators shall be paid a shift premium of fifty (50) cents per hour for all scheduled hours worked on the night shift between 12:00 a.m. (midnight) and 8:00 a.m.

The parties agree that such premiums described above shall be annualized, based on the projected annual schedule and paid out on a monthly basis using the following formula:

Annualized Premium ÷ 12 = monthly shift premium lump sum amount.

It is understood that Computer Operators may trade shifts from their respective rotations. Such trade-offs shall not result in a recalculation of the shift premiums.

Based on the current shift schedules for the employees, three (3) hours out of the rotation is used for standby* on weekends. If an employee is called into work however, they shall be compensated in accordance with Article 12.01 of the Collective Agreement.

The schedule arrangement for the Computer will be reviewed annually by the Union/Management Committee.

Computer Operators are specifically excluded from Article 9.01, 9.02, 9.03 and 9.04.

* For the purposes of clarity, it is understood by the parties that standby means that an employee may be paged while off duty to respond to work-related questions by telephone. This includes the understanding that the employee may be required to carry a pager.

ARTICLE 10

SENIORITY

- **10.01** For the purpose of calculating staff benefits, including vacations, service shall mean the employee's total length of unbroken service in the employ of the Employer.
- **10.02** For the purpose of transfer, promotion, demotion, layoff, or recall, service shall mean the employee's total length of service as a member of the bargaining unit whilst in the unbroken employ of the Employer.
- **10.03** Seniority shall mean the employee's length of service as defined in Article 10.02.
- **10.04** 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.
- **10.05** A break in an employee's service with the Employer shall be deemed to have occurred:
- **10.051** if he/she leaves the employ of **the** Employer;
- **10.052** if he/she is discharged for cause;
- if he/she is laid off because of lack of work and is not recalled within twenty-four (24) months;

if an employee voluntarily leaves the bargaining unit to take another position within the University and subsequently returns to the bargaining unit after six (6) months or more, he

or she will be regarded as a new employee without seniority;

If an employee agrees to be placed in a term University position outside the bargaining unit, he/she shall have the right to return to the bargaining unit for a period of one (1) year, or such period beyond one (1) year which may be agreed upon between the Union and the Employer.

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

A new employee shall be regarded as a probationary employee until he/she has completed three (3) consecutive months service. A probation may be extended for an additional three (3) months by mutual agreement of the Employer and the Union. An employee will be officially notified in writing by his/her Department Head/Designate when he/she has successfully completed the probation period. A copy of this notification will be sent to the Union. For the purpose of staff benefits the employee's service shall be from the date of hiring. A probationary employee shall have all the rights under the provisions of this agreement except that he or she may be discharged by the Employer with or without assigned cause and such discharge shall be open to review under the grievance procedure as set out in Article 7, but will not be open to review under the arbitration procedure in Article 8.

10.07 Where a University employee who is a member of C.U.P.E. Local **229** or **1302** is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer his/her full seniority and service into the bargaining unit.

- **10.08** Any employee returning to the bargaining unit after a University-granted, special non-recurring leave of absence in excess of three (3) months will accumulate seniority based on the total time worked both before and after the leave of absence. If the leave referred to herein is of less than three (3) months, seniority continues to accumulate in the normal manner.
- **10.09** The Employer will provide the Union with a current seniority list of the employees in the bargaining unit, twice each year, on October 1st and April 1st. This list will be in mutually agreed-upon format and will show service date, as well as seniority date.
- **10.10** A transfer shall be defined as a movement to a new work assignment or new classification within the bargaining unit. A transfer will not result in a decrease in any individual's salary. If a transfer is declined by an individual, the provisions of Article 11.07 will be applied, and any resulting termination will be considered to be a lay-off.

ARTICLE 11

LAY-OFF AND RECALL

- **11.01** In layoffs because of lack of work and recalls, preference shall be given to those employees with the longest service (as in **10.02**) providing always that such employee or employees are competent to perform available work following a reasonable period of in house and on the job training.
- **11.02** There shall be no layoff from the bargaining unit until a reasonable attempt has been made to make the necessary reduction in the work force through attrition.
- **11.03** When it has been determined that lay-offs or involuntary transfers of staff are to take place the University and the Union shall meet to discuss the identification of the individual employee(s) involved.

11.04 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.

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

- **11.05** All employees hired under the provisions of Article **4.04** would be the first to be laid off in the event that there is a need for reduction in the number of employees due to lack of funds or work.
- **11.06** 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.
- **11.07** When an employee leaves the employ of the University as a result of this permanent lay-off, he/she will receive payment at his/her regular rate at the time of lay-off as is provided for in Appendix B "Weeks of Severance Pay Allowance".

ARTICLE 12

CALL-IN PAY AND OVERTIME

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

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

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

12.02 (Overtime) All hours worked in excess of those referred to in Article 9.01 will be paid for at one and one-half times (1 1/2) the employee's normal hourly rate except for overtime hours of work on Sunday and Statutory Holidays which will be paid at double time the employee's normal hourly rate.

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

- **12.03** At the employee's option, provided that it is not in conflict with government legislation, time off may be taken, in lieu of payment, under Article **12**, on the basis of the number of hours worked times the rate factor at a time mutually convenient to **the** employee and **the** Department Head/Designate. In scheduled situations, the employee must notify their supervisor, in advance, of their preference regarding pay or time off in lieu.
- **12.04** Compensable overtime must be in excess of thirty (30) minutes at any one time and have the prior authority of the Head of the Department or his/her designate.
- **12.05** Where possible, attempts will be made to distribute overtime among those employees who normally perform the work.
- **12.06** The Employer will not hire temporary help for short term work outside normal daily or weekly hours if this work can be accomplished **efficiently** by employees who are willing to work overtime for that purpose.

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

Note All hours worked in excess of forty-four (44) hours per week must be paid for at least time and one-half in accordance with Provincial legislation with no option for time off in lieu thereof.

ARTICLE 13

PAID HOLIDAYS

13.01 Each employee shall be paid at his/her regular rate of pay for time lost by him/her as a result of the Employer's observance of each of the following paid holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Sir John A. Macdonald
Cor Monday of Reading Week as designated by the Employer)

plus any other day as designated by the Employer for non-academic staff.

13.02 Should the day of observance of any of the holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected shall receive an extra day's vacation with pay in lieu of payment for the paid holiday.

- **13.03** An employee who is required to work on any of the ten (10) paid holidays enumerated above shall, provided he/she is eligible to receive payment for such a holiday, be paid in addition for the time worked at two (2) times his/her regular hourly rate with a minimum of four (4) hours pay at straight time.
- 13.04 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work. 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 12.02. Alternatively, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half as lieu time, at a mutually convenient time to the Employer and the employee.
- **13.05** When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday the full day off will be granted. Furthermore, when New Year's Day falls on a Thursday, Friday January **2nd** will be granted as an additional day off.
- **13.06** Should a holiday as designated in Article **13.01** fall on a Saturday or a Sunday an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January **2nd**).

ARTICLE 14

VACATIONS

- **14.01** Annual vacations with pay shall be granted in accordance with the following specific regulation:
- **14.02** Vacations with pay shah be computed on the basis of length of continuous service with the Employer as of June **30th** in each year.
- **14.03** Vacation allowances are determined in accordance with the following table:

Years of Continuous	<i>V a c a t i o n</i> Entitlement
Service as at June 30th	Emilian
less than 1 year	1 day for each completed month of service up to a maximum of 10 days
more than 1 year	15 days (3 weeks)
more than 3 years	16 days
more than 4 years	17 days
more than 5 years	18 days
more than 6 years	19 days
more than 7 years	20 days (4 weeks)
more than 10 years	21 days
more than 12 years	22 days
more than 14 years	23 days
more than 16 years	24 days
more than 18 years	25 days
more than 19 years	26 days
more than 20 years	27 days
more than 22 years	28 days
more than 24 years	29 days
more than 25 years	30 days

The above table shall apply to full-time employees. However, continuing part-time employees, continuing term employees or reduced responsibility employees shall have their vacation entitlement pro-rated.

- **14.04** If, during the twelve (12) months immediately preceding June 30th, an employee has been absent for a period or periods exceeding one (1) month, in each instance, his/her vacation shall be pro-rated for the period or periods worked since the preceding June 30th. However, for purposes of this paragraph, sick leave as defined in Article 16 shall not be treated as a period or periods of absence.
- **14.05** With the approval of the Department Head/Designate employees will be allowed to carry over unused vacation from one year to another provided that the request is made in writing prior to December 1 and it indicates the specific reason for the carry over.
- **14.06** The Employer shall make a sincere effort to grant vacations at times requested by the employee. Where all requests cannot be granted, preference will be given in order of seniority. However, the Employer shall not be required to grant a vacation at a time which would adversely affect the operation of the department. Vacation requests should be submitted before the time designated by the appropriate Department Head/Designate.
- **14.07** It is not the University's policy to pay employees in lieu of taking vacation time.

ARTICLE 15

STAFF BENEFITS

15.01 The University maintains the master contracts or plan texts. Any employee may examine, borrow or photocopy these documents at any time by contacting Human Resources.

The Employer shall continue to make available to the employees **the** plans as outlined below in accordance **with** the policies and regulations for and regarding such plans as laid down by the Employer. 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 cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

a) Revised Pension Plan of Queen's University: the basic employee contribution (4.5 % of normal basic earnings up to the Canada Pension Plan ceiling and 6% of normal earnings in excess of the CPP ceiling) will be matched by the University. The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Plan's actuaries. Such contribution shall be in accordance with the requirements of the Pension Benefits Act of Ontario and also shall not exceed the maximum amount that is permitted under the Income Tax Act.

Note: Annual University Contributions to **the** Minimum Guarantee Fund will be made from the surplus.

- b) Long Term Disability Income Plan (100% paid by employee).
- c) Group Life Insurance (55% paid by Employer and 45% paid by the employee).
- d) Queen's Supplementary Medical Plan (70% paid by Employer and 30% by the employee).
- e) Semi-Private Hospital coverage (100% paid by employee).

The University will supply each member with a copy of the Pension and Group Insurance Plans booklet.

15.02 The Employer will continue to make available on a compulsory basis to all eligible employees and dependents not covered by an alternate plan, a basic dental plan as described in Appendix E. The Employer agrees to pay 75% of the premium at current **ODA** rates minus one year.

15.03 Any new full-time continuing employees of C.U.P.E. Local **254** will be required, unless otherwise adequately covered, to enrol in the Long Term Disability Insurance Plan.

Leave of Absence with Pay

15.04 General

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

15.05 Death in the Family

In the event of a death in an employee's immediate family, leave at full pay will be granted for a period of up to five (5) working days (this includes time for travel, attending the funeral and involvement in funeral arrangements and affairs).

15.06 *Moving*

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

15.07 *Jury or Witness Duty*

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

15.08 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 benefit 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.

15.09 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.

15.10 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.

15.11 Leave of Absence Without Pay

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

15.12 Death of an Employee

In the event of the death of an employee the University will arrange to pay the deceased's estate a lump sum equivalent to six (6) weeks of salary.

15.13 *Moving Allowances*

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

- a) Full cost of transporting self and family to Kingston plus reasonable cost for meals and lodging en route

 if by private car at the prevailing University rate of 27 cents per kilometre or 43 cents per mile (unusual circumstances will be reviewed by Financial Services).
- b) Two-thirds of the reasonable costs of packing, unpacking, insurance and shipping of furniture and household effects.
- c) The maximum allowance from any geographic

location is \$1,500. Claims for reimbursement are made through the employee's Department Head/Designate.

15.14 Travel Expenses

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

15.15 *Self-Funded Leave* As per Appendix **D**.

15.16 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 16

SICK LEAVE

- **16.01** 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.
- **16.02** 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.

- **16.03** 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.
- **16.04** 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.
- **16.05** 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.
- **16.06** Employees are expected to notify their non-union supervisor or designate as early as possible of their expected date of return to work.
- **16.07** Employees may be requested to provide the Employer with a doctor's note certifying that the employee has been in the care of a doctor and:
- i) that the employee is able to return to work on a full time basis without restriction;

or

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

16.08 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 **15.05**, leave for Death in the Family, such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

ARTICLE 17

UNION LEAVE

17.01 Leave of absence without pay will be granted to employees elected or appointed to represent the Union at Union conventions and seminars. Such time shall not exceed fifteen (15) working days for any one individual or forty (40) working days for the bargaining unit in any one calendar year. Only one person out of any one department will be granted such leave at any one time. In addition 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.

Notice of leave under this clause will be directed

Notice of leave under this clause will be directed through 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.

17.02 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.

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:

- 17.021 The Employer agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees including the Local Union President.
- 17.022 The Employer acknowledges the right of the Union to elect or otherwise appoint seven (7) Union Stewards, including the Chief Steward, for the purpose of assisting employees in the presenting of grievances to the Employer as set forth in this agreement.
- 17.023 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 their non-union supervisor or designate upon returning to work.
- 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 unreasonable denied.

- 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 officers shall report back to their non-union supervisor or designate when the committee meeting is ended.
- 17.026 All requests for paid leave shall be submitted to the Employer as much in advance as possible.
- No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be facilitated, the Union shall keep the University informed at all times as to the names of its officials, and stewards and members who may be appointed or elected from time to time, to any committee or to the position of a local Union representative.
- **17.028** Leave with pay granted under this Article shall not extend beyond normal working hours.
- The Employer agrees to recognize a Bargaining Committee consisting of not more than four (4) elected members, including the Local Union President, of the employees covered by this Agreement, for the purposes of the negotiation of this Agreement. The aforementioned committee shall be given two (2) days each of

time off with pay to prepare the Union's proposals for collective bargaining.

17.03 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for up to a period of one (1) year in the case of selection and up to two (2) years in the case of election. Such leave shall be without loss of benefits provided that the University is reimbursed for the full premium of each benefit to be maintained. An employee will not be granted more than one such leave per year.

ARTICLE 18

BULLETIN BOARDS

- **18.01** The Union shall be permitted the use of Departmental bulletin boards for the posting of notices concerning meetings of the Union and other Union business.
- **18.02** The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, or any other kind of literature on the Employer's property, except as provided above.

ARTICLE 19

COFFEE BREAKS

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

ARTICLE 20

JOB POSTING

20.01 Should a vacancy occur in a position covered by the terms of this Collective Agreement, the Employer will post a notice of such vacancy in the Gazette so that members of the bargaining unit will know of it, will be able to make written application, and will be given first consideration in filling such vacancies. Should a decision be made to revise the description of a posted position before hiring, the job will be **reposted**. Original applications will still stand unless an applicant withdraws. Each notice shall contain the following job description information: nature of the position, qualifications related to the needs of the job, required knowledge and education, ability and skills, hours of work and tentative hiring range.

Bargaining Unit members shall be given first consideration to a posted vacancy in the following order:

- 1) Employees whose positions have been declared redundant as outlined in Article 26.05;
- 2) Employees who hold continuing appointments;
- 3) Employees who hold term appointments. *

* It is agreed that bargaining unit members who hold term appointments commencing on or before April 27,1993 shall maintain the same posting rights as employees who hold continuing appointments. Any new term employee after that date shall be subject to the job posting provisions described above.

20.02 When selecting an employee to fill a non-supervisory bargaining unit position, all available information will be used in order to determine which employee is qualified to fill the vacancy. The Employer will consider his/her qualifications and education (including those cases where courses are nearly completed but not as yet specifically attained) knowledge, ability to perform the normal requirements of the job satisfactorily and seniority. Where the Employer considers that these qualifications are relatively equal between two or more applicants, seniority shall be the governing factor.

20.03 When selecting an employee to fill a position in the bargaining unit where supervisor responsibilities are an integral part of the job, seniority will be considered, but primary consideration will be given not only to job skills but also to personal qualities such as leadership, reliability, **judgement**, ability to **organize** and instruct and an understanding and display of the practice of good human relations.

20.04 An employee who holds a continuing appointment and who is the successful candidate for a posted term vacancy within the bargaining unit will require the approval of their Department Head/Designate in order to transfer to that term position. If approval is granted, that employee's continuing appointment will be held for him/her for the duration of the term appointment. At the end of the term appointment, the employee shall revert to his/her regular position.

If the ensuing term vacancy created by the above described transfer is voluntarily filled by a bargaining unit member, he/she shall not have the right of reversion to his/her regular position.

20.05 The successful applicant shall be placed on trial for a period of six (6) months from the time the new duties are assumed. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the six (6) month period. However, should there be indications that the employee may not be satisfactory in his/her new position, the employee will receive a written progress report at least one (1) month prior to the end of the trial period. Failure to provide such notification will mean that the employee is automatically **confirmed** in his/her new position. Should the successful applicant prove to be unsatisfactory during the aforementioned **familiarization** and training period, or if the employee wishes to revert after a minimum 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 without loss of seniority

and at his/her former rate. Any employee, promoted or transferred because of the **re-arrangement** of positions, shall also be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate. If an employee affected by such reversion has no former position to return to because of being a new hire then this employee will be treated in accordance with the terms of Articles 11.06 and 11.07.

- **20.06** An employee who has been transferred to a new position must serve at least six **(6)** months in that position. Nevertheless during this time period he/she may make application for job postings which offer him/her a promotional opportunity and, if he/she is the successful applicant, may be granted an exemption from the six-month restriction by mutual consent of his/her Department Head/Designate and the Union.
- **20.07** Prior to any public announcement in the Gazette each unsuccessful applicant to a posted position will be notified in writing.
- **20.08** During the probationary or trial period a new employee shall be given the necessary instruction to become familiarized with the job content and their new work environment.

ARTICLE 21

HEALTH AND SAFETY

- **21.01** It is agreed that both parties hereto will participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.
- **21.02** The University is governed by The Occupational Health and Safety Act, 1990, Statutes of Ontario, 1990, Chapter 0.1 and Ontario Regulation 851/90 as amended by O. Reg. 516/92; 630/94; 230/95; 450/97. The Union will

provide a representative on the Safety and Health Committees formed under Section 9 of the Act. This representative shall not suffer a loss in pay for time spent attending meetings of the Committee and carrying out duties as a worker representative.

ARTICLE 22

UNIFORMS AND PROTECTIVE EQUIPMENT

- **22.01** Where a Department requires an employee to wear a uniform or laboratory coat it shall be the University's responsibility to supply and launder such clothing. The University shall also supply such protective equipment as it deems necessary.
- **22.02** The University will provide a subsidy of twenty-five dollars (\$25) toward the cost of purchasing safety footwear up to a maximum of two (2) pairs of shoes or boots per year. Employees who have been instructed to wear safety footwear while performing their normal work will receive a subsidy of seventy-five dollars (\$75) in the month of September for the purchase of one (1) pair of safety shoes or boots per year. If a second pair is purchased during the year, the employee will receive a twenty-five dollar (\$25) subsidy for such a purchase.

The University also agrees to pay twenty dollars (\$20) to an employee who buys safety lenses in his/her prescription glasses.

22.03 Printing Services employees will receive three (3) sets of work clothing (shirts and trousers) each contract year.

ARTICLE 23

UNION MANAGEMENT COMMITTEE

23.01 It is agreed that a joint committee will be established with four **(4)** designated representatives from each of Union and Management. This Committee shall meet as required at

a mutually convenient time and date. This Committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee is to promote and improve the performance of operations in which the parties are engaged. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

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

items on the agenda.

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

The Employer agrees to encourage the participation of Department Heads or designates whenever possible.

ARTICLE 24

DISCIPLINE

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

24.02 Should the employee wish to respond in writing to any written warning, such response shall become part of his/her record.

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.

Disciplinary measures should be appropriate to the infraction and the principles of progressive discipline.

24.03 Each employee has the right to review his/her personal file in the Human Resources Department.

ARTICLE 25

POSITION DESCRIPTIONS, POSITION EVALUATIONS AND SALARY ADMINISTRATION

- **25.01** A description of each position under the jurisdiction of the Union will be prepared and maintained by each department and submitted for evaluation as required.
- 25.02 Position descriptions will be typed on the standard form (see Appendix A). Individuals in the positions will be encouraged to participate in the preparation of the descriptions. Each description will be reviewed and signed by the employee, the immediate supervisor and the Department Head/Designate. The supervisor and the Department Head/Designate in approving the description agree that the position has been adequately described. The employee may agree or disagree that the description is accurate, but must sign the description to indicate that he/she has read it. The description must be sent to Human Resources within seven (7) days of the last signature being added to it. Copies of approved position descriptions will be sent to the Union Office by Human Resources at the time that they are being distributed to the members of the Joint Technical Position Evaluation Committee.
- **25.03** Position descriptions will be submitted to the Human Resources Department for evaluation by the Joint Technical Position Evaluation Committee:
- a) when the duties of a position change substantially as referred to in Article 4.03. Questions concerning the need for this action should be addressed by the Department Head/Designate, supervisor or employee to the Chairperson of the Joint Technical

Position Evaluation Committee.

b) when a newly-created or substantially changed position is being posted for hiring. In this case a tentative position description will be submitted to the Chairperson of the Joint Technical Position Evaluation Committee who will determine an appropriate tentative salary range for hiring.

c) when a Department Head/Designate requests a re-evaluation on his/her own behalf or on that of a supervisor or employee on the grounds of a conviction that an earlier evaluation was

inappropriate.

d) in between six (6) and nine (9) months after the start date of any appointment to a position in the bargaining unit or after a position comes within the jurisdiction of the bargaining unit.

Human Resources will notify the Department Head/Designate, the incumbent and the Union upon the evaluation of a job becoming five (5) years old and ask that the description be reviewed to see if it is still accurate and that it be updated and submitted for evaluation if it is not.

Effective January 1, 1985, in the case of a routine **re-evaluation** which results in a salary increase, the increase will be made effective as of the first of the month in which the last required signature was added to the job description. In the case where the evaluation was one required to be carried out by Article 25.03 (d), any resulting salary increase will be made retroactive to the date of the event which caused the evaluation. In the case where duties are formally changed as of a certain date, any salary increase resulting from the subsequent evaluation of the changed position will be made effective as of the date the duties were changed. Such changes are those which would require notification under Article **25**. In the case where the rating of a position was based on a tentative evaluation and the committee's evaluation was lower then the incumbent's salary will not be reduced.

25.05 The fact that a position is described as including certain duties and responsibilities does not restrict the Department Head/Designate or supervisor from changing those duties and responsibilities. In cases where an employee feels that the current description of his or her job is out of date, is being prepared for evaluation but is incomplete or inaccurate, that duties are being changed but not reflected in an updated job description or that unreasonable delay is being encountered in having a description forwarded for evaluation, the employee will notify the Union executive. A member of the Union executive and a member of Human Resources will meet with the employee and the Department Head or his/her designate to resolve the problem.

Position Evaluation

- **25.06** Position descriptions will be evaluated by the Joint Technical Position Evaluation Committee. The Committee will include three (3) members elected or appointed by the Union, two (2) members appointed by the University and a representative from the Human Resources Department who shall be Chairperson.
- **25.07** The length of service on the Committee by a Union member will be three (3) years, with one (1) member being replaced at an interval of not less than every one (1) year.
- **25.08** Union members of the Committee will participate without loss of pay and the cost of any training will be borne by the University.
- **25.09** Upon completion of the evaluation of a position, the Committee will assign a point rating to the position using the Hay Guide Chart System. This rating will be used in determining the appropriate salary ranges for the position. Results of position evaluations will be made available immediately to Department Heads/Designates and individuals in the affected positions.

Salary Administration

- **25.10** The Department of Human Resources will determine a minimum rate for each Union position using the position rating produced by the Joint Technical Evaluation Committee.
- **25.11** Within the term of this agreement the salary range for each position will be from a minimum to a maximum (116% of the minimum). No employee's salary will be lower than the minimum for his/her position, nor shall any employee whose salary is currently below the maximum be progressed beyond the maximum.
- **25.12** Steps will continue to be **3**% of the minimum salary rate.
- **25.13** Experience credit for new employees or for those being transferred or promoted to new positions will be determined by the Human Resources Department, in consultation with the Department Head/Designate. Evidence of previous employment may be requested from job applicants or present employees.
- 25.14 At the time of hiring into a position in the bargaining unit, new employees will be given salary credit for previous experience at the rate of a one-half (½) step per year of relevant experience outside Queen's (to a maximum of one (1) step) and minimum of one (1) step per year of relevant experience at Queen's.

Upon promotion to a higher-rated position, when re-evaluation of a position results in a higher rating, or in the case of an employee voluntarily accepting a lower-rated position, the new salary will be set at the same compa-ratio in the new salary range as it was in the former salary range, so long as this is in accordance with Article 25.15.

25.15 No salary adjustment will take place to any point

beyond the maximum of the range. This Article is not intended to limit annual scale increases.

- **25.16** Each employee will be informed of the salary range for his/her job and the number of points assigned to the job by the Joint Technical Position Evaluation Committee. Such information shall also be supplied to the Union,
- **25.17** General information about salary ranges including minimum and maximum for a specific job may be published by either party to this agreement. Each member of management will receive detailed salary information concerning members of the bargaining unit for whom he/she is responsible and a general summary of salary information of the whole bargaining unit.

Full salary information concerning all members of the bargaining unit will be available to the Union.

- **25.18** The range steps for each job shall be set out in Schedule "A", and "B" of this Agreement. Negotiated salary increases and increments shall be effective July 1 of each year or as otherwise specified in the Memorandum of Agreement.
- a) Effective July 1, 1997, each individual whose salary is below the maximum for his/her position will receive a step increase equal to 3.0% of the minimum or to the maximum for his/her position whichever is less.
 - b) Effective July 1, 1997, each individual will receive a scale increase of 0.9% of his/her salary.
 - **c)** Salaries which are above the range maxima are red-circled and frozen until those salaries are in line with the range maxima.
- a) Effective July 1, 1998, each individual whose salary is below the maximum for his/her position

will receive a step increase equal to 3.0% of the minimum or to the maximum for the position, whichever is less.

b) Effective July 1, 1998, each individual will receive a scale increase of 1.0% of his/her salary.
c) Salaries which are above the range maxima are red-circled and frozen until those salaries are in line with the range maxima.

25.21 Increase in the Minimum

a) Effective July 1, 1997, after adjustments are made as described in Article 25.19, subsection (b), the minimums and maximums will be increased by 0.9%. The formula for calculating the minimums is to be: Evaluation points x \$55.35 + \$18,824.

b)Effective July 1,1998, after adjustments are made as described in Article 25.20 subsection (b), the minimums and maximums will be increased by 1.0%. The formula for calculating the minimums is to be: Evaluation points x \$55.90 + \$19,012.

25.22 One-Time Lump Sum Payment

- a) Members of the bargaining unit who are actively employed as of the date of ratification of the Collective Agreement shall receive a one-time lump sum payment of \$500.00 (less deductions required by law).
- b) Members of the bargaining unit who are actively employed on July 1,1998 shall receive a one-time lump sum payment of \$500.00 (less deductions required by law).
- **25.23** Acting pay is additional salary paid to employees who are temporarily assigned, by their supervisors, duties of

a higher evaluated position which if included in the employee's job description would raise its evaluation.

When the assignment of these additional duties is for a period of less than two (2) months, the employee will be paid acting pay for each day in which the additional duties are performed, such pay to be at a rate equivalent to three (3) percent of their normal salary. Where it is foreseen that these duties will be performed by the individual for two (2) months or more a description of the individual's job, including these new duties, will be written and sent to the Chairperson of the Joint Technical Position Evaluation Committee for a tentative evaluation. In this case, the salary rate will be calculated as in Article 25.14.

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

25.24 The parties have agreed to consultation regarding possible future revisions to Article **25**.

ARTICLE 26

TECHNOLOGICAL OR OTHER CHANGES

26.01 The Employer agrees that before the University would ever contract out work currently performed by members of this bargaining unit the matter would be discussed at least sixty (60) days in advance with the Union to provide it with adequate opportunity for discussion, input and suggestion.

26.02 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 the evaluation of the position held by 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.

26.03 The Employer will notify the Union at least three (3) months before the introduction of any **organizational** or operational change which will change the duties and the evaluation of the position held by any employee.

evaluation of the position held by any employee.

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

- **26.04** Should technological, **organizational** or operational change make it necessary for an employee to acquire additional or greater skills to perform the duties of his/her position or a new position created by the changes covered in Article **26.02** and **26.03**, the affected employee will receive the required on-the-job training or, if the Employer deems necessary, training elsewhere up to one week in length at the expense of the Employer.
- **26.05** An employee who is displaced from his/her regular position because of technological, **organizational** or operational change will suffer no reduction in his/her normal earnings and will remain employed in a position covered by this Collective Agreement. The employee who is displaced will be considered automatically before posting any vacancy if the employee has the minimum required qualifications. The employee shah have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position for which he/she is qualified.

ARTICLE 27

EDUCATION AND TRAINING

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

15

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

ARTICLE 28

TERMINATION

28.01 This Agreement shah remain in full force and effect from July 1, 1997 to 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 terms of a new Agreement. Failing agreement by June 30,1999 this Agreement and all its terms with the exception of Article 6 will continue in force and effect until a new agreement is reached.

APPENDIX A

Queen's University **Technicians Position Description** Questionnaire

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

Department: Date:

Immediate Supervisor:

Give a short summary of the duties and 1. responsibilities of your job.

- 2. To fulfil your duties what knowledge, skills and specialized techniques are required? How would each normally be acquired? How long would it take to become proficient in each of the areas of your work?
- 3. Is it necessary in this position to oversee the work or to instruct other staff! If so, what does this
- What other people must you deal with in this job 4. and why (i.e., is there direct contact with students, teaching staff, other departments, people outside the university community)?

5. How is your work assigned to you and how closely is your work checked by someone else?

6. a) Are the sorts of problems encountered in this job usually covered by established procedures or do you frequently have to develop or invent solutions to problems yourself?
b) Are you involved in establishing standard

procedures (give examples)?

7. a) What is the size of your department (i.e., no. of classes for which you are involved with labs, no. of students, no. of staff you might come in contact with, no. of technicians in department)?

b) What kind of equipment or material are you responsible for? Are you solely responsible for and

- what is its approximate value? Give details of any unusual factors affecting this job, i.e. hazards, unusual working conditions, requirement for a high degree of manual dexterity, a.
- Do you have any general comments about this position which may not be covered by the preceding 9.
- questions?

 Does the information provided on this questionnaire 10. accurately describe the duties and responsibilities of your position?

Yes	
Incumbent's Signature	Date
Supervisor's Signature	Date
Head of Department's Signature	Date

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

APPENDIX B

WEEKS OF SEVERANCE PAY ALLOWANCE

APPENDIX C

J.

EMPLOYEE ASSISTANCE PROGRAM

C.U.P.E. Local 254 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* for Support Staff, or the Collective Agreements between the University and its Bargaining Units.

Under this plan, a part of an Employee's salary 4. 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 has been set aside in the previous years. (The 75 %/25 % are used to illustrate how the program works.) The

- Employee has many options for the deferred amount and the length of the leave. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions*.
- 5. The tax advantage to this program is that the Employee may earn income in 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 of their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay 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/Designate and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the Employee upon withdrawal. Withdrawal from the plan does not prevent the Employee from entering a new plan at a later date.

Eligibility

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

Application Process

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

Other Matters

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

 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 2 1, or under age 25 if in school.

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

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 (Oueen'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
- Oueen'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

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.

SCHEDULE A

Technician Union Salary Ranges July 1, 1997 - June 30, 1998

Position Title	Eval Date	Eval Pts	MIN I	M A X	Range Step
Anatomy and Cell Biology					
02323 Gross Anatomy Technician	05/20/92	228	31444	36475	943
02326 Electron Microscopy Technician	01/21/95	314	36204	41997	1086
10320 Senior Anatomy Technician	09/30/97	382	39968	46363	1199
Animal Care Service					
18454 Animal Care Helper	02/10/98	98	24248	28128	727
02850 Animal Care Technician	04/24/96	218	30890	35833	927
02855 Animal Care Technician	05/25/89	218	30890	35833	927
02852 Laboratory Animal Technician	02/25/98	233	31721	36796	952
02854 Laboratory Animal Technician	03/17/93	233	31721	36796	952
02848 Animal Care Technician/Facility Maintenance Coordinator	06/26/96	291	34931	40520	1048
02838 Laboratory Animal Technician*	06/14/96	291	35872	41612	1076
02851 Laboratory Animal Technician*	07/03/96	291	35872	41612	1076
02853 Laboratory Animal Technician*	07/03/96	291	35872	41612	1076
Biochemistry					
18526 Laboratory Technician	06/11/97	165	27957	32430	839
02400 Laboratory Technician	06/20/96	353	38363	44501	1151
Biology					
01055 Technician	10/18/93	223	31167	36154	935
09521 Undergraduate Teaching Lab Instructor	05/03/94	323	36702	42574	1101
and the contract of the contra					
Biomedical Engineering Unit					
02525 Electronic Technologist	11/13/95	275	34045	39492	1021
16394 Electronic Technician	04/24/96	275	34045	39492	1021
13296 Biomedical Technologist	01/22/97	323	36702	42574	1101

SCHEDULE A continued

Chemi	cal Engineering					
03019	Chemical Technologist	10/02/96	314	36204	41997	1086
03020	Computing Systems Technologist	12/14/94	332	37200	43152	1116
Chemis	stry					
01119	Storesperson	17/10/90	200	29894	34677	897
01118	Chief Storesman	06/11/97	261	33270	38594	998
01120	Chemistry Technician	12/14/94	314	36204	41997	1086
01121	Chemistry Technician	12/14/94	314	36204	41997	1086
01123	Chemistry Technician/Mass	03/01/95	314	36204	41997	1086
	Spectrometer Operator					
01117	Chemistry Technologist	05/05/93	314	36204	41997	1086
01110	Electronics Technologist	12/06/93	314	36204	41997	1086
01112	Instrument Maker	05/26/97	314	36204	41997	1086
01116	Chemistry & Electronics Technician	01/22/97	332	37200	43152	1116
01126	Lead-hand/Nmr Specialist	02/28/98	342	37754	43795	1133
01111	Glassblower	04/15/96	393	40577	47069	1217
Civil E	Engineering					
03054	Civil Technician	06/02/93	282	34433	39942	1033
03059	Welder/Technician	11/20/96	282	34433	39942	1033
03056	Instrumentation/Electronics	01/17/94	314	36204	41997	1086
	Technologist					
03061	Computing Systems Technologist	08/05/97	332	37200	43152	1116
Electric	cal and Computer Engineering					
03118	Electrical Technologist	09/24/91	314	36204	41997	1086
03119	Electronics Technologist	12/13/90	314	36204	41997	1086
08995	Electronics Technologist	12/13/90	314	36204	41997	1086
12317	Computing Specialist	10/26/94	393	40577	47069	1217
Enviro	nmental Health & Safety					
09498	Safety Technician (Fire	04/30/97	282	34433	39942	1033
	Systems/Biohazards)					
09499	Fire Safety Coordinator	04/30/97	291	34931	40520	1048

SCHEDULE A continued

10172	Safety Technician (Hazardous Materials)	09/30/97	323	36702	42574	1101
	of Education Educational Resources Technician	06/29/92	323	36702	42574	1101
Faculty	of Health Sciences					
10084	Building Operations Assistant	08/12/92	186	29119 3	33778	874
16743	Technical Assistant	03/11/94	218	30890	35833	927
Film S						
01359	Technician	06/16/92	275	34045	39492	1021
Geologi	ical Sciences					
01526	Polished Section Technician	06/08/93	233	31721 3	36796	952
01523	Thin Section Technician	11/27/91	256	32994	38273	990
01522	Draftsman/Photographer*	01/11/88	282	34931 4	40520	1048
01524	Technician, Analytical Chemistry	11/27/91	314	36204 4	41997	1086
10000	Geophysics Electronics Technician	01/01/88	323	36702	42574	1101
01531	1	12/01/87	353	38363 4	44501	1151
	Computer Technologist					
08906	Curator	04/15/92	372	39414	45720	1182
Graphi	c Design Services					
11508	Graphic Designer	01/17/94	268	33658	39043	1010
ITS- Telecommunications, Audio, and Video						
17062	Electronics Technician	09/25/96	228	31444	36475	943
11346	Electronics Technician	05/22/91	256	32994	38273	990
13006	Electronics Technician	04/30/97	314	36204	41997	1086
09247	Electronics Technologist	05/22/91	314	36204	41997	1086
09244	Senior Technician	05/22/91	332	37200	43152	1116
ITS-Computer Operators						
04887	Computer Operator	09/28/94	223	31167	36154	935
04888	Computer Operator	09/26/94	223	31167	36154	935

04898 Computer Operator	09/28/94	223	31167 36154	935
04899 Computer Operator	09/28/94	223	31167 36154	935
04904 Computer Operator	09/28/94	223	31167 36154	935
04906 Computer Operator	09/28/94	223	31167 36154	935
ITS-Microcomputer Repair				
19310 Electronics Technician	07/02/97	198	29783 34549	893
11423 Computing Systems Technician	05/27/97	252	32772 38016	983
12754 Computing Systems Technician	09/03/97	252	32772 38016	983
ITS- Campus Networks				
04881 Electronics Technician	03/12/92	314	36204 41997	1086
10076 Electronic Technician	03/12/92	314	36204 41997	1086
17215 Computing Technician	09/25/96	223	31167 36154	935
19663 Computing Technician	11/06/97	223	31167 36154	935
ITS- Queen's Television				
04968 Electronics Technician	01/25/95	233	31721 36796	952
04972 Electronics Technician	01/25/95	233	31721 36796	952
04967 Assistant Production Director	10/10/91	275	34045 39492	1021
04969 Production Director	10/27/97	323	36702 42574	1101
Materials and Metallurgical Engineering				
03188 Technologist	03/17/97	314	36204 41997	1086
03191 Machinist Technician	04/17/96	275	34045 39492	1021
Mechanical Engineering				
03169 Machine-tool/Laboratory Technician	01/22/97	314	36204 41997	1086
11467 Welder/Machinist Technician	01/22/97	314	36204 41997	1086
03163 Electronics Technician	06/23/96	323	36702 42574	1101
03165 Machine-tool/Laboratory Technician	01/22/97	323	36702 42574	1101
03167 Mechanical Technician	06/23/96	323	36702 42574	1101
03083 Computer Systems Technologist	08/04/95	332	37200 43152	1116

Medical Art and Photography Service 15561 Junior Medical Photographic Technician	12/14/94	190	29341	34035	880
Microbiology and Immunology					
02356 Glass Washer*	05/20/92	113	26869	31168	806
18525 Laboratory Technician	06/1 1/97	165	27957	32430	839
02355 Laboratory Technician	10/02/96	372	39414	45720	1182
Mining Engineering					
03217 Mineral Extraction Technician	04/26/97	314	36204	41997	1086
03216 Explosive Test Site Foreperson	01/17/94	332	37200	43152	1116
Modern Language Laboratory					
02103 Language Lab Technician	04/11/97	223	31167	36154	935
Pathology					
02594 Laboratory Technician*	10/18/95	261	33658	39043	1010
02593 Laboratory Technologist	04/24/96	353	38363	44501	1151
Pharmacology and Toxicology					
19184 Laboratory Technician	04/30/97	314	36204	41997	1086
Physics					
01853 Storeskeeper/Cryogenics Technic	an 02/10/9	3 228	31444	36475	943
01852 Electronics Technician	02/10/93	245	32385	37566	972
01851 Electronics Technician	08/31/94	282	34433	39942	1033
01850 Electronics Technologist	11/26/92	314	36204	41997	1086
13408 Electronics Technologist	10/02/96	314	36204	41997	1086
01854 Chief Technologist	05/20/92	372	39414	45720	1182
18400 Instrument Maker	05/29/95	372	39414	45720	1182
Physiology					
02692 Machinist/Physiology Workshop Technician	06/11/93	261	33270	38594	998
02690 Laboratory Technician	04/30/97	314	36204	41997	1086
02688 Laboratory Technician	06/11/93	353	38363	44501	1151

Printing Services					
09220 Bindery Technician	09/17/97	156	27459	31852	824
09225 Bindery/Press Operator Technician	03/06/95	156	27459	31852	824
09219 Printing Technician	10/18/93	156	27459	31852	824
18760 Printing Technician	03/24/97	156	27459	31852	824
09228 Offset Press & Photocopy Technician	07/07/97	190	29341	34035	880
09226 Printing Press Operator	09/17/97	190	29341	34035	880
09231 Printing Press Operator	11/21/90	190	29341	34035	880
09229 Imagesetting Technician*	11/27/91	195	31167	36154	935
09218 Press Operator	09/17/97	233	31721	36796	952
09221 Docutech Operator	02/25/98	240	32108	37245	963
09224 Senior Press Operator	09/17/97	268	33658	39043	1010
Psychology					
11892 General Technician	09/28/94	165	27957	32430	839
02026 Graphics/Photography Technician	06/11/97	282	34433	39942	1033
02023 Electronics Technologist	04/15/96	323	36702	42574	1101
02027 Electronics Technologist	05/12/95	323	36702	42574	1101
School of Business					
02254 Technician	10/18/95	190	29341	34035	880
School of Music					
${\bf 12833} {\bf Audio-visual/Instruments} \ {\bf Technician}$	08/31/94	223	31167	36154	935
School of Physical and Health Education					
01783 Electronic Technologist	09/30/97	314	36204	41997	1086
Surgery					
08998 Research Associate	06/24/97	393	40577	47069	1217

^{*} Reflecting pay equity adjustments

SCHEDULE B

Technicians Union Salary Ranges July 1, 1998 - June 30, 1999

Position Title	Eval Date	Eval Pts	MIN 1	M A X	Range Step
Anatomy and Cell Biology					
02323 Gross Anatomy Technician	05/20/92	228	31757	36838	953
02326 Electron Microscopy Technician	01/21/95	314	36565	42415	1097
10320 Senior Anatomy Technician	09/30/97	382	40366	46824	1211
Animal Care Service					
18454 Animal Care Helper	02/10/98	98	24490	28409	735
02850 Animal Care Technician	04/24/96	218	31198	36190	936
02855 Animal Care Technician	05/25/89	218	31198	36190	936
02852 Laboratory Animal Technician	02/25/98	233	32037	37163	961
02854 Laboratory Animal Technician	03/17/93	233	32037	37163	961
02848 Animal Care Technician/Facility Maintenance Coordinator	06/26/96	291	35279	40924	1058
02838 Laboratory Animal Technician*	06/14/96	291	36230	42027	1087
02851 Laboratory Animal Technician*	07/03/96	291	36230	42027	1087
02853 Laboratory Animal Technician*	07/03/96	291	36230	42027	1087
Biochemistry					
18526 Laboratory Technician	06/11/97	165	28236	32753	847
02400 Laboratory Technician	06/20/96	353	38745	44944	1162
Biology					
01055 Technician	10/18/93	223	31478	36514	944
09521 Undergraduate Teaching Lab Instructor	05/03/94	323	37068	42999	1112
Biomedical Engineering Unit					
02525 Electronic Technologist	11/13/95	275	34385	39886	1032
16394 Electronic Technician	04/24/96	275	34385	39886	1032
13296 Biomedical Technologist	01/22/97	323	37068	42999	1112

Chemical Engineering					
03019	Chemical Technologist	10/02/96	314	36565 42415	1097
03020	Computing Systems Technologist	12/14/94	332	37571 43582	1127
Chemis	try				
01119	Storesperson	17/10/90	200	30192 35023	906
01118	Chief Storesman	06/11/97	261	33602 38978	1008
01120	Chemistry Technician	12/14/94	314	36565 42415	1097
01121	Chemistry Technician	12/14/94	314	36565 42415	1097
01123	Chemistry Technician/Mass	03/01/95	314	36565 42415	1097
	Spectrometer Operator				
01117	Chemistry Technologist	05/05/93	314	36565 42415	1097
01110	Electronics Technologist	12/06/93	314	36565 42415	1097
01112	Instrument Maker	05/26/97	314	36565 42415	1097
01116	Chemistry & Electronics Technician	01/22/97	332	3757 1 43582	1127
01126	Lead-hand/Nmr Specialist	02/28/98	342	38130 44231	1144
01111	Glassblower	04/15/96	393	40981 47538	1229
Civil E	Ingineering				
03054	Civil Technician	06/02/93	282	34776 40340	1043
03059	Welder/Technician	11/20/96	282	34776 40340	1043
03056	Instrumentation/Electronics	01/17/94	314	36565 42415	1097
	Technologist				
03061	Computing Systems Technologist	08/05/97	332	37571 43582	1127
Electri	cal and Computer Engineering				
03118	Electrical Technologist	09/24/91	314	36565 42415	1097
03119	Electronics Technologist	12/13/90	314	36565 42415	1097
08995	Electronics Technologist	12/13/90	314	36565 42415	1097
12317	Computing Specialist	10/26/94	393	40981 47538	1229
Enviro	nmental Health and Safety				
09498	Safety Technician (Fire	04/30/97	282	34776 40340	1043
	Systems/Biohazards)				
09499	Fire Safety Coordinator	04/30/97	291	35279 40924	1058

10172	Safety Technician (Hazardous Materials)	09/30/97	323	37068	42999	1112
	of Education Educational Resources Technician	06/29/92	323	37068	42999	1112
Faculty 10084 16743	of Health Sciences Building Operations Assistant Technical Assistant	08-12-92 03/11/94	186 218	29409 31198		882 936
Film St 01359	tudies Technician	06/16/92	275	34385	39886	1032
01526 01523 01522 01524	cal Sciences Polished Section Technician Thin Section Technician Draftsman/Photographer* Technician, Analytical Chemistry Geophysics Electronics Technician Electron Microprobe & Probe Computer Technologist Curator	06/08/93 11/27/91 01/11/88 11/27/91 01/01/88 12/01/87 04/15/92	314 323	32037 33322 35279 36565 37068 38745	38654 40924 42415 42999 44944	961 1000 1058 1097 1112 1162
Graphic Design Services 11508 Graphic Designer		01/17/94	268	33993	39432	1020
17062 11346	electronics Technician Electronics Technician Electronics Technician Electronics Technician Electronics Technician Electronics Technologist Senior Technician	09/25/96 05/22/91 04/30/97 05/22/91 05/22/91	228 256 314 314 332	31757 33322 36565 36565 37571	38654 42415 42415	953 1000 1097 1097 1127
ITS- Co 04887 04888	omputer Operators Computer Operator Computer Operator	09/28/94 09/26/94	223 223	31478 31478		944 944

04898 Computer Operator04899 Computer Operator04904 Computer Operator	09/28/94 09/28/94 09/28/94	223 223 223	31478 31478 31478	36514 36514 36514	944 944 944
04906 Computer Operator	09/28/94	223	31478	36514	944
ITS- Microcomputer Repair					
19310 Electronics Technician	07/02/97	198	30080	34893	902
11423 Computing Systems Technician	05/27/97	252	33099	38395	993
12754 Computing Systems Technician	09/03/97	252	33099	38395	993
ITS- Campus Networks					
04881 Electronics Technician	03/12/92	314	36565	42415	1097
10076 Electronic Technician	03/12/92	314	36565	42415	1097
17215 Computing Technician	09/25/96	223	31478	36514	944
19663 Computing Technician	11/06/97	223	31478	36514	944
ITS- Queen's Television					
04968 Electronics Technician	01/25/95	233	32037	37163	961
04972 Electronics Technician	01/25/95	233	32037	37163	961
04967 Assistant Production Director	10/10/91	275	34385	39886	1032
04969 Production Director	10/27/97	323	37068	42999	1112
Materials and Metallurgical Engineering					
03188 Technologist	03/17/97	314	36565		1097
03191 Machinist Technician	04/17/96	275	34385	39886	1032
Mechanical Engineering					
03169 Machine-tool/Laboratory Technician	01/22/97	314	36565	42415	1097
11467 Welder/Machinist Technician	01/22/97	314	36565	42415	1097
03163 Electronics Technician	06/23/96	323	37068	42999	1112
03165 Machine-tool/Laboratory Technician	01/22/97	323	37068	42999	1112
03167 Mechanical Technician	06/23/96	323	37068	42999	1112
03083 Computer Systems Technologist	08/04/95	332	37571	43582	1127

Medical Art and Photography	Service					
15561 Junior Medical Photogra Technician	aphic 12/14/94	190	29633	34374	889	
Microbiology and Immunology						
02356 Glass Washer*	05/20/92	113	27137	31479	814	
18525 Laboratory Technician	06/11/97	165	28236	32753	847	
02355 Laboratory Technician	10/02/96	372	39807	46176	1194	
Mining Engineering						
03217 Mineral Extraction Technician 04/26/97 314 36565 42415 10						
03216 Explosive Test Site For		332	37571	43582	1127	
03210 Explosive Test Site Fold	eperson 01/1//94	332	3/3/1	43362	1127	
Modern Language Laboratory						
02103 Language Lab Technicia	an 04/11/97	223	31478	36514	944	
Pathology						
02594 Laboratory Technician*	10/18/95	261	33993	39432	1020	
02593 Laboratory Technologis	t 04/24/96	353	38745	44944	1162	
$\label{eq:cology} Pharmacology \ and \ \textbf{Toxicology}$						
19184 Laboratory Technician	04/30/97	314	36565	42415	1097	
Physics	T 1 ' ' 00/10/1		n 21 <i>050</i>	26020		
01853 Storeskeeper/Cryogenics					953	
01852 Electronics Technician	02/10/93	245	32708	37941	981	
01851 Electronics Technician	08/31/94		34776		1043	
01850 Electronics Technologis			36565		1097	
13408 Electronics Technologis			36565		1097	
01854 Chief Technologist	05/20/92		39807		1194	
18400 Instrument Maker	05/29/95	372	39807	46176	1194	
Physiology						
	Workshop 06/11/93	261	33602	38978	1008	
Technician	TOTALION QUIENTON	201	JJ002	30710	1000	
02690 Laboratory Technician	04/30/97	314	36565	42415	1097	
02688 Laboratory Technician	06/11/93	353	38745	44944	1162	
02000 Eaboratory Technician	00/11/93	ررر	20173	77777	1102	

Printing Services						
09220 Bindery Technician	09220 Bindery Technician 09/17/97 156 27732 32170 832					
09225 Bindery/Press Operator Technician	03/06/95	156	27732	32170	832	
09219 Printing Technician	10/18/93	156	27732 3	32170	832	
18760 Printing Technician	03/24/97	156	27732 3	32170	832	
09228 Offset Press & Photocopy Technician	07/07/97	190	29633	34374	889	
09226 Printing Press Operator	09/17/97	190	29633	34374	889	
09231 Printing Press Operator	11/21/90	190	29633 3	34374	889	
09229 Imagesetting Technician*	11/27/91	195	31478 3	36514	944	
09218 Press Operator	09/17/97	233	32037	37163	961	
09221 Docutech Operator	02/25/98	240	32428 3	37616	973	
09224 Senior Press Operator	09/17/97	268	33993	39432	1020	
Psychology						
11892 General Technician	09/28/94	165	28236 3	32753	847	
02026 Graphics/Photography Technician	06/11/97	282	34776 4	40340	1043	
02023 Electronics Technologist	04/15/96	323	37068 4	12999	1112	
02027 Electronics Technologist	05/12/95	323	37068 4	12999	1112	
School of Business						
02254 Technician	10/18/95	190	29633	34374	889	
School of Music						
12833 Audio-visual/Instruments Technician	08/31/94	223	31478	36514	944	
School of Physical and Health Education						
01783 Electronic Technologist	09/30/97	314	36565 4	12415	1097	
Surgery						
08998 Research Associate	06/24/97	393	40981 4	17538	1229	

^{*} Reflecting pay equity adjustments

SCHEDULE C

Article 1.01 Other Mutually Agreed Areas

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

Position Title

Animal Care Service

02838	Laboratory Animal Technician
02848	Animal Care Technician/Facility
	Maintenance Coordinator
02850	Animal Care Technician
02851	Laboratory Animal Technician
02852	Laboratory Animal Technician
02853	Laboratory Animal Technician
02854	Laboratory Animal Technician
02855	Animal Care Technician
18454	Animal Care Helper

Biomedical Engineering Unit - Service Unit

02525	Electronic Technologist
13296	Biomedical Technologist
16394	Electronic Technician

Environmental Health and Safety

09498	Safety Technician (Fire Systems/Biohazards)
09499	Fire Safety Coordinator
10172	Safety Technician (Hazardous Materials)

ITS- Telecommunications, Audio, and Video

09244	Senior Technician
09247	Electronics Technologist
11346	Electronics Technician
13006	Electronics Technician
17062	Electronics Technician

ITS- Computer Operators

04887	Computer Operator
04888	Computer Operator
04898	Computer Operator
04899	Computer Operator
04904	Computer Operator
04906	Computer Operator

ITS- Microcomputer Repair

11423	Computing	Systems	Technician
12754	Computing	Systems	Technician
19310	Electronics	Technici	an

ITS- Campus Networks

04881	Electronics	Technician
10076	Electronic 7	Technician
17215	Computing	Technician
19663	Computing	Technician

ITS- Queen's Television

04967	Assistant Production Director
04968	Electronics Technician
04969	Production Director
04972	Electronics Technician

Medical Art and Photography Service

15561 Junior Medical Photographic Technician

Printing Services

09218	Press Operator
09219	Printing Technician
09220	Bindery Technician
09221	Docutech Operator
09224	Senior Press Operator
09225	Bindery/Press Operator Technician
09226	Printing Press Operator
09228	Offset Press and Photocopy Technician
09229	Imagesetting Technician
09231	Printing Press Operator
18760	Printing Technician

Graphic Design Services

11508 Graphic Designer

School of Business

02254 Technician

School of Music

12833 Audio-visual/Instruments Technician

Faculty of Education

04334 Educational Resources Technician

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
R. Webb, Co-ordinator, Video and Multimedia Presentations
I. MacKeen, Manager, Administrative Support, PPS
H . Douglas, Manager, Compensation

On behalf of the Kingston Technicians' Union, C.U.P.E. Local 254
D . Potter, President
H. Flemington, Member, Bargaining Committee
P. McGinn, Member, Bargaining Committee
J. Lepine, for the Canadian Union of Public Employees
Dated at the City of Kingston, Province of Ontario, this 30th day of June, 1998.