



**AGREEMENT**

between

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

and

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

July 1st, 2003- June 30th, 2006

**05275 (12)**

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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 Schedules E and F); 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;

- 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

## **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



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 sixty (60) 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, Article 16.01, Article 16.02,  
Article 20.05
- 9) Term employees whose employment has been renewed beyond the original term appointment,

10) Term employees who are laid off are entitled to severance pay in accordance with Appendix B, Chart B.

### **1.03**     *Definitions*

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

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

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

A *designate* is a non-union employee assigned by the Department Head to act on 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

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

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.

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

**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 65<sup>th</sup> 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.

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.

**7.03** 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, Employee 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, Employee Relations in Human Resources or his/her designate will meet with the Grievance Committee, and



(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.

relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may within one (1) month of receiving the Stage Two written reply after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to 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.

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, Employee 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

**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.

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.

**9.08** All scheduled hours of work on Saturday and Sunday shall be paid for at one and one-half (1½) times the employee's normal rate.

**9.09** 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.

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 Operators 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.

**9.10** Employees in the Campus Networks Unit of Information Technology Services may be given the opportunity to volunteer to participate in various on-call arrangements. Failing sufficient numbers of volunteers to cover the work, the Employer will designate employees of the unit who will be required to work on an assignment under the following conditions:

When an Employee is assigned by the Employer to be “on-call” during the week (Monday to Friday), he/she shall be paid an additional one (1) hour pay at his/her regular rate for each eight (8) hours the Employee is assigned to “on-call”. When an Employee is assigned by the Employer to be “on-call” Saturdays, Sundays and Statutory Holidays,

Employees “on-call” shall be issued pagers which they shall be required to carry at all times during their “on-call” assignment. They shall also be required, if paged, to immediately telephone the caller; and if requested to report to work, to do so without undue delay.

Should an Employee be at work for sixteen (16) continuous hours or more, he/she shall be entitled to at least eight (8) hours off before commencing their next shift.

Where an Employee is paged and the Employee is able to solve the problem by telephone rather than by returning to the workplace, the employee shall receive a minimum of one (1) hour’s pay at the appropriate overtime rate.

This agreement for the Data Network Unit will be reviewed annually by the union/management committee.

## **ARTICLE 10**

### **SENIORITY**

**10.01** For the purpose of calculating severance and staff benefits, including vacations, service shall mean the employee’s total length of unbroken service in the employ of the Employer.

**10.02** For the purpose of transfer, promotion, demotion, layoff, or redeployment/recall, service shall mean the employee’s total length of service as a member of the bargaining unit whilst in the unbroken employ of the Employer.

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;

**10.053** If he/she is laid off and is not redeployed or recalled within twenty-four (24) months;

**10.054** 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.



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 1<sup>st</sup> and April 1<sup>st</sup>. This list will

work assignment or new classification within the bargaining unit. A transfer will not result in a decrease in any individual's salary. If a transfer is declined by an individual, the resulting termination will be considered a layoff and severance will be paid in accordance with Appendix B, Chart A. When it has been determined that an involuntary transfer of staff is to take place, the University shall provide the Union with five (5) days advance notice of such involuntary transfer.

## **ARTICLE 11 LAY-OFF AND RECALL**

**11.01** 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.

**11.02** The union shall be notified five (5) days in advance of the notice required in Article 11.01, of the names of the employees slated for layoff.

**11.03** In the event of a layoff, the Employer shall designate where the layoff will occur including the Department or Area and the position as set out in Schedule A.

**11.04** An employee receiving notice of layoff must indicate to the Employer within seven (7) days of receipt of

as a result of bumping. The parties also agree that they will make every effort to complete the entire process, including any subsequent bumping, within the three (3) months noted in Article 11.01.

**11.05** An employee who has indicated that he/she wishes to displace another employee, and whose position is within a department set out in Schedule D, must meet the following conditions:

- (a) The affected employee has more seniority; and
- (b) The affected employee is qualified and competent to perform the work of the employee he/she is displacing; and
- (c) The more junior employee's position point rating (as determined in accordance with Article 25) must be within 10 points of the affected employee's position point rating (as determined in accordance with Article 25), or, lower point rating and be within the same Faculty as set out in Schedule D.

An employee who has indicated that he/she wishes to displace another employee, and whose position is within an area set out in Schedule F, must meet the following conditions:

- (d) The affected employee has more seniority; and
- (e) The affected employee is qualified and competent to perform the work of the employee he/she is displacing; and

accordance with Article 25), or, lower point rating and be within the same area as set out in Schedule F.

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

**11.07** Employees who are laid off/bumped and who accept the layoff or are unable to exercise their right to displace another employee under Article 11.05 will have the following options:

- (a) Cease employment with the University and elect enhanced severance pay effective the date of layoff as per Appendix B, Chart B or,
- (b) Enter and remain in a “re-deployment pool” for employees with ten (10) years or more of continuous service for up to twenty-four (24) months from the date of layoff, and for other employees for up to eighteen (18) months from the date of layoff. Where there are employees in the re-deployment pool, before posting any vacant position which the University has decided to fill under Article 20.01, the University will first provide notice to employees in the re-deployment pool of the impending posting. This notice will include the qualifications, classification, salary

including an up-to-date resume, for a position. The University will review these applications and determine if any are qualified, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a one (1) month familiarization period, the employee can perform the duties of the job. Where these factors are equal between two or more candidates, seniority will be the deciding factor.

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

- Dental Plan
- Supplementary Medical Plan

If a position is not filled from the "redeployment pool" it will be posted in accordance with Article 20.

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

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

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

## **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.

**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 (1½) 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.

**12.06** 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.

### **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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Monday of Reading Week (or Heritage Day as designated by the Employer)



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.

Day falls on a Thursday, Friday January 2<sup>nd</sup> 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 2<sup>nd</sup>).

## **ARTICLE 14 VACATIONS**

**14.01** Annual vacations with pay shall be granted in accordance with the following specific regulation:

**14.02** Vacations with pay shall be computed on the basis of length of continuous service with the Employer as of June 30<sup>th</sup> in each year.

**14.03** Vacation allowances are determined in accordance with the following table:

<i>Years of Continuous Service as at June 30<sup>th</sup></i>	<i>Vacation Entitlement</i>
less than 1 year	1 day for each completed month of service up to a maximum of 10 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 30<sup>th</sup>, 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 30<sup>th</sup>. 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

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.

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 booklets.

Effective July 1, 2005 the Supplementary Medical Plan will be improved to include a Vision Care Benefit with a maximum limit of \$200.00 per person every 2 years. Coverage of this benefit will be extended to all CUPE Local 254 employees who are actively employed on July 1, 2005 and currently subscribe to the Supplementary Medical Plan.

described in Appendix E.

The Employer will continue to make available on a compulsory basis to all eligible employees and dependants not covered by an alternate plan, an enhanced dental plan to the basic plan above, which will include major restorative coverage at 50% co-insurance, with the new basic/major plan having an annual maximum of \$3,000 per person.

Effective February 1, 2003 the Employer will make available on a compulsory basis to all eligible employees and dependents not covered by an alternate plan, an enhanced dental plan to the basic and major restorative plans, which will include orthodontics coverage at 50% coinsurance, with a lifetime maximum of \$2000.00 per person. Coverage does not apply to dependent children under the age of six. The Employer agrees to continue 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.

**15.04** Employees will not be required to remain enrolled in the Long Term Disability Plan six (6) months prior to their retirement date.

## **Leave of Absence with Pay**

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.

**15.06**    *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). Notwithstanding the foregoing, in the case of the death of an employee's spouse, partner or child the employee shall be granted leave of absence with pay of five (5) working days.

**15.07**    *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.

**15.08**    *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.

Maternity leave with pay is a leave from work of up to 20 weeks with pay and benefits as outlined below. To qualify for maternity leave with pay, an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer. Eligible employees will receive the salary and benefits provisions specified below with the understanding that the employee is expected to work for the University for at least 6 months following the date of her return from her paid maternity leave (including additional leave such as parental leave or a leave of absence without pay after maternity leave).

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



is without pay and falls under the provisions of Parental Leave or Leave of Absence Without Pay;

During the period of the paid maternity leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay her share of the costs of the benefit plans in which she is enrolled during the full term of the leave.

Paid maternity leave may be initiated by the employee at any time within eight (8) weeks of the expected delivery date.

Both seniority and vacation entitlement continue to accrue while the employee is on maternity leave. Upon return to work the employee will be entitled to the same amount of vacation days as if she had worked. With the permission of the department head, this time may be added on to the end of the paid maternity leave.

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

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

At least one month in advance of delivery, the employee should make written application to the department head, or designate, for paid maternity leave including the date the leave will commence and the expected date of return to work.

requirements for Maternity Leave with Pay may still meet the criteria for Maternity Leave without Pay.

### **15.10** *Maternity Leave Without Pay*

In accordance with the *Employment Standards Act* of Ontario, employees who have accrued at least 13 weeks of continuous service preceding their estimated date of delivery are entitled to an unpaid maternity leave.

Upon written request to the department head or his/her designate, unpaid maternity leave of up to 17 weeks duration shall be granted to the employee.

An employee may begin her unpaid maternity leave up to 17 weeks before the expected date of delivery.

Any period of leave beyond this 17 weeks is also without pay and falls under the provisions of Parental Leave or Leave of Absence without pay.

During the period of unpaid maternity leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay her share of the costs of the benefit plans in which she is enrolled during the full term of the leave.

Both seniority and vacation entitlement continue to accrue while the employee is on maternity leave. Upon return to work the employee will be entitled to the same amount of vacation days as if she had worked. With the permission of the department head, this time may be added on to the end of the maternity leave.

Upon return to work the employee is to return to her previous position and salary. If that position no longer

criteria for Leave of Absence without Pay.

Employees eligible for unpaid maternity leave may also be eligible for employment insurance payments. Employees should contact their local Human Resources Development Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

At least one month in advance of delivery, the employee should make written application to the department head, or designate, for maternity leave including the date the leave will commence and the expected date of return to work.

At least one month prior to return to work, the employee should advise her department head, or designate, of her intent to return.

#### **15.11** *Parental Leave with Pay*

Parental Leave with Pay is a leave from work of up to fifteen (15) weeks with pay and benefits. To qualify for parental leave with pay, an employee must have been employed continuously for one year or more and hold a current appointment of a year's duration or longer. The paid leave must be taken within fifty-two (52) weeks of the birth of the baby or when the child first comes into the custody or care of the parent. The maximum duration of the paid leave shall be fifteen (15) weeks.

An employee who takes parental leave with pay is subject to the same rights and obligations as those granted

for Maternity Leave with Pay with the following amendments:

(ii) (Weeks 3 to 15)

For the next thirteen (13) weeks of the parental 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.

Under the *Employment Standards Act*, Parental Leave with pay falls under the provisions of Parental Leave and therefore a further twenty-two (22) weeks of leave without pay may be available to parents. Any period of leave beyond that shall fall under the provisions of the Leave of Absence without Pay.

Parental Leave with Pay may commence anytime after a birth or adoption takes place providing it is completed within fifty-two weeks after the birth of the baby or when the baby first comes into the custody or care for the first time.

Where both parents are employees of the University only one paid parental leave will be granted under Article 15. Where Maternity leave with Pay has been granted, the total leave with pay shall be twenty (20) weeks. In other cases the total paid leave shall be fifteen (15) weeks. Either employee may choose which one will apply for the parental leave, but the leave time may be divided between them.

Upon return to work the employee is to return to his/her previous position and salary. If that position no

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

In cases where the exact date of the child's arrival is unknown, the employee should keep their department head or his/her designate advised of the proceedings.

At least one month prior to return to work, the employee should advise his/her department head, or designate, of his/her intent to return. In cases where the parental leave is an extension of the employee's maternity leave, the notice should take place at the same time as the application for maternity leave.

During the period of the parental leave the University will continue the employee on full benefits if the employee so chooses. The employee is required to pay his/her share of the costs of the benefit plans in which he/she is enrolled during the full term of the leave.

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

Both seniority and vacation entitlement continue to accrue while the employee is on parental leave. Upon return to work the employee will be entitled to the same amount of vacation days as if he/she had worked. With the permission

of the department head, this time may be added on to the end of the parental leave.

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

**15.12** (*Parental Leave without Pay*)

An employee who has been employed with Queen's University for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time (eg. adoption), is entitled to a 37 week unpaid parental leave.

Both parents will be eligible to take a parental leave. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

Where both parents are employees of the University, both parents may take parental leave at the same time.

Parental leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a maternity leave must begin when the maternity leave ends. For partners and adoptive parents, parental leave must commence no later than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

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

During the period of the parental leave the

salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary. Both seniority and vacation entitlement continue to accrue while the employee is on parental leave. Upon return to work the employee will be entitled to the same amount of vacation days as if he/she had worked. With the permission of the department head, this time may be added on to the end of the parental leave. Employees eligible for parental leave may also be eligible for employment insurance payments. Employees should contact their local Human Resources Development Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

An employee shall provide his/her department head, or designate, with as much advance notice as possible of the request for parental leave. In cases where the parental leave is an extension of the employee's maternity leave, the notice should take place at the same time as the application for maternity leave. At least one month prior to the leave, an employee should give written notice of request for parental leave to his/her department head or designate including the date the leave is to commence and the expected date of return to work.

At least one month prior to return to work, the employee should advise his/her department head, or designate, of his/her intent to return. Should the employee wish to change the date of his/her return to work, at least one month's written notice to the department head or designate is required. Upon return to work, the employee is to return to his/her previous position and salary. If that position no longer exists, the employee will be placed in a comparable position with no loss of salary.

Leave with Pay.

An employee shall provide his/her department head or his/her designate, with as much advance notice as possible of the payment leave and discuss his/her future plans with regard to his/her employment at the University.

The employee should make written application to the department head or designate, for paid parental leave at least one month in advance of the date the child is expected to come into the care, custody and control of the parent for the first time. Written notice should include the expected date the leave is to commence and expected date of return to work.

In cases where the exact date of the birth/adoption of the child is unknown, the employee should keep their department head or his/her designate advised of the proceedings.

At least one month prior to return to work, the employee should advise his/her department head, or designate, of his/her intent to return.

### **15.13** *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.

### **15.14** *Death of an Employee*



### **15.15** *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.

### **15.16** *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.

### **15.17** *Self-Funded Leave*

As per Appendix D.

## **ARTICLE 16**

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.

The Employer is prepared to cover the cost of the required doctor's certificate up to a maximum of \$25.00 per certificate.

**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

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.

The Employer is prepared to cover the cost of the required doctor's note certifying said information up to a maximum of \$50.00 per note.

**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 15.06, 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 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 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

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

University administration, not otherwise covered by this Collective Agreement, will normally be granted, subject to operational demands, leave with 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.
- 17.027** No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be facilitated, the Union shall keep the 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.
- 17.029** 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

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.

## **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 brief 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. The notice in the *Gazette* shall consist of the job title, hiring department, type of appointment and tentative hiring range. Details of the vacancy shall be posted on the Human Resources website at [www.hr.queensu.ca](http://www.hr.queensu.ca) and a copy of the notice will be posted in departments where there is no confidential access to the website. The posting 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 if other than normal working hours, type of appointment and tentative hiring range. 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.

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

- a) Employees whose positions have been declared redundant as outlined in Article 26.05;
- b) Employees who hold continuing appointments;



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.

**NOTE: EFFECTIVE JULY 1, 2004, JOBS WILL CEASE TO BE POSTED IN THE GAZETTE AND WILL BE POSTED ON A WEEKLY BASIS ON THE HUMAN RESOURCES WEBSITE ONLY, UNDER THE SAME TERMS OUTLINED IN ARTICLE 20.**

**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

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,

reversion has no former position to return to because of being a new hire then this employee will be terminated and the resulting termination will be considered a layoff and severance will be paid in accordance with Appendix B, Chart A.

**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

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 Department may require an employee to purchase safety lenses in his/her prescription glasses because

The employee will, if requested, leave any protective equipment, glasses, or footwear covered under this Article, and 100% paid for by the Employer, at the University workplace during non-working hours.

The University also agrees to pay twenty dollars (\$20) to an employee who, while not required to wear safety glasses, 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.

## **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 personnel file in the Human Resources Department.

**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.

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) at the beginning of the thirteenth (13<sup>th</sup>) month after the start date of any new appointment to a position in the bargaining unit or after a position comes under the jurisdiction of the bargaining unit.

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.

**25.04** Effective January 1, 1985, in the case of a routine re-evaluation which results in a salary increase, the increase will be made effective as of the first of the month in which the last required signature was added to the job description. In the case where the evaluation was one required to be carried out by Article 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



**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.

**25.09** Upon completion of the evaluation of a position, the Committee will assign a point rating to the position using the Queen's University Modified Hay Guide Chart System as in effect at the date of ratification of this agreement. This rating will be used in determining the appropriate salary ranges for the position. Results of position evaluations will be made available immediately to Department Heads/Designates 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 (125% 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.

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

salary increases and increments shall be effective July 1 of each year or as otherwise specified in the Memorandum of Agreement.

**25.19 Year One**

- a) Effective July 1, 2003, 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, 2003, each individual will receive a scale increase of 2.0% 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.

**25.20 Year Two**

- a) Effective July 1, 2004, 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, 2004, each individual will receive a scale increase of 2.0% 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.

### **25.22 Increase in the Minimums**

- a) Effective July 1, 2003, after adjustments are made as described in Article 25.19, subsection b), the minimums and maximums will be increased by 2.0%. The formula for calculating the minimums is to be: Evaluation points x \$59.26 + \$20,158.
- b) Effective July 1, 2004, after adjustments are made as described in Article 25.20, subsection b), the minimums and maximums will be increased by 2.0%. The formula for calculating the minimums is to be: Evaluation points x \$60.45 + \$20,561.
- c) See Letter of Intent dated January 17, 2004 regarding new Job evaluation System for Year Three adjustments.

### **25.23 One-Time Lump Sum Payment**

Effective July 1, 2004, each individual who is actively employed as of July 1, 2004 and whose salary is at the maximum for his/her position will receive a lump sum payment in the amount of \$400.00 (less deductions required by law).

**25.24** 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

(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.

## **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.

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 shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position for which he/she is qualified.

## **ARTICLE 27**

### **EDUCATION AND TRAINING**

**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 shall remain in full force and effect from July 1, 2003 to June 30, 2006. Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 2006 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, 2006 this Agreement and all its terms with the exception of Article 6 will continue in force and effect until a new agreement is reached.



## Questionnaire

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

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

1. Give a short summary of the duties and responsibilities of your job.
2. To fulfil your duties what knowledge, skills and specialized techniques are required? How would each normally be acquired? How long would it take to become proficient in each of the areas of your work?
3. Is it necessary in this position to oversee the work or to instruct other staff? If so, what does this involve?
4. What other people must you deal with in this job and why (i.e., is there direct contact with students, teaching staff, other departments, people outside the university community)?
5. How is your work assigned to you and how closely is your work checked by someone else?
6. a) Are the sorts of problems encountered in this job usually covered by established procedures or do you frequently have to develop or invent solutions to problems yourself?

of students, no. of staff you might come in contact with, no. of technicians in department)?

b) What kind of equipment or material are you responsible for? Are you solely responsible for and what is its approximate value?

8. Give details of any unusual factors affecting this job, i.e. hazards, unusual working conditions, requirement for a high degree of manual dexterity, etc.
9. Do you have any general comments about this position which may not be covered by the preceding questions?
10. Does the information provided on this questionnaire accurately describe the duties and responsibilities of your position?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Incumbent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Head of Department's Signature

\_\_\_\_\_  
Date

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

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

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.

## 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.
4. Under this plan, a part of an Employee's salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only 75% of his/her normal salary. The remaining 25% would be held in an interest-bearing trust for the

Employee 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 in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the individual's personal tax return for that

- 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, CPP must be based on actual earnings and EI on nominal earnings. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period of their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay 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.

plan prior to taking his/her leave or 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



2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.
4. Should an Employee die while participating in the plan, any balance in the Employee's account at the time of death shall be paid to the Employee's estate.
5. An Employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last five (5) years before retirement should take care to look into the implications of doing so.
6. Participation in the plan shall not enlarge or establish any rights to employment with the University which the member did not formerly possess as an employee of the University.

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, 2003 until June 30, 2006.

As of July 1, 1988 a dental plan, will be in effect for all eligible employees and dependents. This includes employees who are either full-time, part-time with continuing appointments, term appointments of more than one (1) year, or a Reduced Period of Responsibility appointment. Eligible dependents include spouse and children under 21, or under age 25 if in school.

- 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

Effective February 2003, the above plan shall be amended to include orthodontic coverage at 50% coinsurance with a lifetime maximum of \$2000.00 per person. Coverage does not apply to dependent children under the age of six.

## **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 \$400 per year)\* for work-related courses at other recognized educational institutions.

\*Note: To take effect February 11, 2003.

## **Procedures**

### **Educational Development Fund (Queen's credit courses)**

#### **Eligibility**

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

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more;

- academic and adjunct academic staff as defined in Article 12 of the QUFA collective agreement with appointments of 40% time or more.

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

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

Eligibility for tuition payment waiver will be confirmed by Human Resources at the time of course registration and is based on the employee's employment status during the course offering.

### **Access**

Per year (September to September), payment of tuition fees will be waived for all eligible employees to a maximum of the equivalent dollar value of five full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students). The amount of assistance will be prorated to correspond with an employee's terms of appointment. For example, an employee who has a 60%

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)

### **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



- Obtain the application/registration materials from the appropriate Faculty office.
- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver form.
- Early application/registration is advisable.

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

### **Exclusions**

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

Employees in graduate courses will be assessed activity fees by the Society of Graduate and Professional Students.

Opting out on payment of these fees is the responsibility of the employee. These fees are not covered under this policy.

the Faculty calendars.

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 \$400 per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional Development Fund. Departments sending their employees to such programs may pay these fees from their departmental budgets.

### **Access**

Eligible employees will be reimbursed external tuition fees to a maximum of \$400 in 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

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 30<sup>th</sup>
- Winter term courses - January 31<sup>st</sup>
- Spring term courses - May 31<sup>st</sup>

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.

**Eligibility:**

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

1. A member of CUPE Local 254 who is either full-time or part-time and has been continuously employed for at least one year and who holds a current continuing appointment or a current term appointment.

**Plan:**

- The maximum half day reimbursement will be \$10.00 per day. A half day is defined as a minimum of four hours to a maximum of six hours or where the parent is being charged a half-day rate by the child care facility.
- The maximum full day reimbursement will be \$20.00 per day. A full day rate is defined as a minimum of six hours or where the parent is being charged a full day rate by the child care facility.
- Reimbursements are limited to 50% of the actual fees charged. Employees are required to submit all monthly invoices at one time for reimbursement. This period for submission of invoices is February 1 to March 31 commencing in 2004 for the 2003 calendar year. Invoices must not be submitted prior to February 1 or after March 31.

- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
- The plan maximum of \$2000.00 per child will be provided only once per calendar year. Any amount payable under this plan will be pro-rated based on the employee's appointment if it is less than full-time (eg. 80% time appointment, 80% of \$2000.00). There is no carry-over provision if the \$2000.00 is not used per year.
- Eligible dependent children are natural, step, common-law or adopted children under the age of seven.
- This is a taxable benefit.
- This plan does not cover School Age programs provided by licensed child care facilities.
- The nominal value of the fund established for this plan is \$20,000.00. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year. Should the eligible claims exceed the total amount available per year then the fund will be

appropriate distribution and allocation of all  
funds

Effective July, 1, 2004, there is an addition of \$10,000 to be included in the Tuition Support Plan benefit pool.

**Eligibility:**

A spouse and any dependent children (under the age of 25 years) of the following individuals are eligible for tuition support payments through this plan:

- (a) A member of CUPE Local 254 who is either full-time or part-time and has been continuously employed for at least one year and who holds a current continuing appointment or a current term appointment.

**Plan:**

- The support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at Queen's University or any other recognized university or college in Canada and the United States (as defined below). The maximum allowance under this plan is \$3,000 per year, per person. In the case of students in a part-time program, the payment will be prorated to the number of courses required for the full-time programs at that institution. Employees who work less than full-time will have their allowance pro-rated to reflect the same percentage as time worked (eg. 80% time appointment, 80% of \$3000.00).

- Allowances will be made to the employee in two instalments. An initial sum to a maximum of \$2000.00 will be paid out at the beginning of the fall term or shortly thereafter upon confirmation of registration. A second and final instalment will be made in the winter term once the balance of the fund has been calculated and pro-rated among the number of claimants. This sum shall not exceed \$1000.00 per claimant. Students will be required to provide proof of continuing academic standing at their institution.
- Claimants will provide any and all documentation as required to administer this plan.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent child/spouse will be reimbursed by the University.
- This plan will be administered by the University Registrar and all documentation must be made available to that department between October 1 and November 30 for the first instalment and between February 1 and March 31 for the second instalment. The first



this plan is \$40,000.00. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year. Should the eligible claims exceed the total amount available per year, then the fund will be reviewed and amounts will be pro-rated based on the number of eligible claims.

- The funds available for this plan will be reviewed by June 30, each year to ensure appropriate distribution and allocation of all funds

**Definitions:**

1. Dependent children: natural, step, common law or adopted children under the age of 25.
2. Spouse: a legal spouse, or common law spouse or partner
3. Recognized university or college is an institution that: In Canada is a member ( or qualifies for membership) of the AUCC or ACCC, including St. Lawrence College, and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges. Where i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or ii) where students undertake study in discernibly high quality

**SCHEDULE A**  
**Technician Union Salary Ranges**

02323	Gross Anatomy Technician	05/20/92	228	33,670	42,087	990
02326	Histology/Electron Microscopy Technician	06/21/02	314	38,767	48,458	1,140
10320	Senior Anatomy Technician	09/30/97	382	42,796	53,495	1,259
<b>Animal Care Service</b>						
02850	Animal Care Technician	04/22/03	218	33,077	41,347	973
02855	Animal Care Technician	06/22/99	218	33,077	41,347	973
22565	Animal Care Technician	06/13/01	218	33,077	41,347	973
02854	Laboratory Animal Technician	05/05/99	233	33,966	42,458	999
02848	Animal Care Technician/Facility Maintenance Coordinator	06/26/96	291	37,404	46,754	1,100
02851	Laboratory Animal Technician*	04/22/03	291	38,411	48,014	1,130
<b>Biochemistry</b>						
18526	Laboratory Technician	06/11/97	165	29,936	37,421	880
02400	Laboratory Technician	06/20/96	353	41,078	51,347	1,208
<b>Biology</b>						
01055	Technician**	--	--	--	--	--
09521	Undergraduate Teaching Lab Instructor**	--	--	--	--	--
<b>Chemical Engineering</b>						
03019	Chemical Technologist	05/07/03	314	38,767	48,458	1,140
22126	Laboratory Technologist	08/31/00	314	38,767	48,458	1,140
<b>Chemistry</b>						
01110	Electronics Technologist	05/10/99	275	36,455	45,569	1,072
01120	Chemistry Technician	12/14/94	314	38,767	48,458	1,140
01123	Chemistry Technician/Mass Spectrometer Operator	03/01/95	314	38,767	48,458	1,140
01117	Chemistry Technologist	09/28/99	314	38,767	48,458	1,140
01116	Chemistry and Electronics Technician	01/22/97	332	39,833	49,792	1,172
01126	Lead-hand/Nmr Specialist	02/25/98	342	40,426	50,532	1,189

**SCHEDULE A Continued**

03056	Instrumentation/Electronics						
	Technologist	04/15/02	314	38,767	48,458	1,140	
03061	Computing Systems						
	Technologist	02/12/01	332	39,833	49,792	1,172	
<b>Electrical and Computer Engineering</b>							
20933	Electronics Technologist**	--	--	--	--	--	
20934	Electronics Technologist**	--	--	--	--	--	
03118	Electrical Technologist	04/15/03	314	38,767	48,458	1,140	
03119	Computing Engineering						
	Technologist**	--	--	--	--	--	
08995	Computing Engineering						
	Technologist**	--	--	--	--	--	
12317	Computing Systems						
	Specialist**	--	--	--	--	--	
<b>Environmental Health and Safety</b>							
09498	Safety Technician (Fire	04/30/97	282	36,870	46,088	1,084	
	Systems/ Biohazards)						
09499	Fire Safety Coordinator	04/30/97	291	37,404	46,754	1,100	
20968	Safety Technician	08/13/99	314	38,767	48,458	1,140	
<b>Faculty of Applied Science</b>							
22829	Computing Technologist	09/26/01	314	38,767	48,458	1,140	
<b>Faculty of Education</b>							
04334	Educational Resources						
	Technician	06/29/92	323	39,300	49,125	1,156	
<b>Faculty of Health Sciences</b>							
10084	Building Operations						
	Assistant	09/14/01	186	31,181	38,976	917	
<b>Film Studies</b>							
21454	Film and Video Technician	04/15/02	275	36,455	45,569	1,072	
01359	Senior Film & Video						
	Technician	03/30/00	332	39,833	49,792	1,172	

**SCHEDULE A Continued**

01524	Technician, Analytical	11/27/91	314	38,767	48,458	1,140
10000	Chemistry Computing Systems Technologist	06/20/02	332	39,833	49,792	1,172
01531	Electron Microprobe and Probe Computer Technologist	12/01/87	353	41,078	51,347	1,208
08906	Curator	04/15/92	372	42,204	52,755	1,241

### **Graphic Design Services**

09229	Desktop Publishing Technician*	09/08/00	208	33,374	41,717	982
11508	Senior Graphic Designer	03/30/00	314	38,767	48,458	1,140
21505	Senior Graphic Designer	01/11/01	314	38,767	48,458	1,140
23137	Senior Graphic Designer	05/28/03	314	38,767	48,458	1,140

### **ITS – Computer Operators**

04887	Computer Operator	09/28/94	223	33,374	41,717	982
04888	Computer Operator	09/26/94	223	33,374	41,717	982
04898	Computer Operator	09/28/94	223	33,374	41,717	982
04904	Computer Operator	09/28/94	223	33,374	41,717	982
04906	Computer Operator	04/08/98	223	33,374	41,717	982

### **ITS – Microcomputer Repair**

19310	Computing Systems Technician	01/23/02	252	35,092	43,865	1,032
22326	Electronics Technologist	05/28/03	314	38,767	48,458	1,140
12754	Electronics Technologist	04/19/01	314	38,767	48,458	1,140
11423	Electronics Technologist	05/27/98	314	38,767	48,458	1,140

### **ITS – Classroom Presentation Technology**

21213	Electronic Technician	04/19/01	233	33,966	42,458	999
11346	Electronics Technician	05/22/91	256	35,329	44,162	1,039
09247	Electronics Technologist	05/22/91	314	38,767	48,458	1,140

### **ITS – Campus Telecommunications and Networks**

17215	Network Communications Technician	12/13/02	233	33,966	42,458	999
19663	Network Communications Technician	12/13/02	233	33,966	42,458	999

### **SCHEDULE A Continued**

**ITS - Video & Multimedia Presentations**

04968	Electronics Technician**	--	--	--	--	--
04967	Assistant Production Director	11/24/97	275	36,455	45,569	1,072
04969	Production Director	10/27/97	323	39,300	49,125	1,156

**Mechanical Engineering**

03169	Machine-tool/Laboratory Technician	05/09/00	323	39,300	49,125	1,156
03163	Electronics Technician	04/22/03	323	39,300	49,125	1,156
03167	Mechanical Technician	04/28/03	323	39,300	49,125	1,156
22910	Machinist Technician**	--	--	--	--	--
03165	Senior Machine-tool/Laboratory Technician	05/09/99	332	39,833	49,792	1,172
03083	Computer Systems Technologist	06/06/01	332	39,833	49,792	1,172

**Microbiology and Immunology**

02356	Glass Washer*	09/15/98	113	28,751	35,939	846
18525	Laboratory Technician	06/11/97	165	29,936	37,421	880
23823	Laboratory Technician	09/17/02	194	31,655	39,569	931
02355	Laboratory Technician	10/02/96	372	42,204	52,755	1,241

**Mining Engineering**

03217	Mineral Extraction Technician	03/08/02	314	38,767	48,458	1,140
03216	Explosive Test Site Foreperson	12/13/02	332	39,833	49,792	1,172

**Modern Language Laboratory**

02103	Language Lab Technician	04/11/97	223	33,374	41,717	982
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**Office of the University Veterinarian**

23900	Veterinary Technician	11/02/01	314	38,767	48,458	1,140
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**Pathology**

02594	Laboratory Technician*	10/18/95	261	36,040	45,051	1,060
02593	Laboratory Technologist	04/24/96	353	41,078	51,347	1,208

**SCHEDULE A Continued**

01852	Departmental Technician	09/29/99	282	36,870	46,088	1,084
01851	Electronics Technician	08/31/94	282	36,870	46,088	1,084
01850	Electronics Technologist	10/30/01	314	38,767	48,458	1,140
13408	Electronics Technologist	10/02/96	314	38,767	48,458	1,140
01854	Chief Technologist	05/20/92	372	42,204	52,755	1,241
18400	Instrument Maker	04/07/98	372	42,204	52,755	1,241

### Physiology

02690	Laboratory Technician	04/30/97	314	38,767	48,458	1,140
02688	Laboratory Technician	04/29/99	353	41,078	51,347	1,208

### Printing Services

18760	Bindery Technician	11/07/00	190	31,418	39,273	924
09228	Printing Press Operator	10/01/00	199	31,951	39,939	940
23845	Printing Press Operator	12/02/02	199	31,951	39,939	940
09231	Printing Press Operator	11/07/00	199	31,951	39,939	940
23113	Printing Technician	02/05/02	214	32,840	41,050	966
23007	Printing Technician**	--	--	--	--	--
09221	Docutech Operator	02/25/98	240	34,381	42,976	1,011
09224	Senior Press Operator	09/17/97	268	36,040	45,051	1,060

### Psychology

11892	General Technician	12/13/02	165	29,936	37,421	880
02026	Graphics/Photography Technician	06/11/97	282	36,870	46,088	1,084
02023	Electronics Technologist	04/15/96	323	39,300	49,125	1,156
02027	Electronics Technologist	10/10/01	323	39,300	49,125	1,156

### School of Music

12833	Audio-visual/Instruments Technician	08/31/94	223	33,374	41,717	982
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### School of Physical and Health Education

01783	Electronic Technologist**	--	--	--	--	--
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\*Reflecting pay equity adjustments

\*\*The Salaries and point ranges are not listed for these positions based on an agreement in bargaining signed January 17, 2004.

**Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2003.**

## SCHEDULE B Technician Union Salary Ranges

02323	Gross Anatomy Technician	05/20/92	228	34,343	42,929	1,010
02326	Histology/Electron Microscopy Technician	06/21/02	314	39,542	49,427	1,163
10320	Senior Anatomy Technician	09/30/97	382	43,652	54,565	1,284
<b>Animal Care Service</b>						
02850	Animal Care Technician	04/22/03	218	33,739	42,174	992
02855	Animal Care Technician	06/22/99	218	33,739	42,174	992
22565	Animal Care Technician	06/13/01	218	33,739	42,174	992
02854	Laboratory Animal Technician	05/05/99	233	34,646	43,307	1,019
02848	Animal Care Technician/Facility Maintenance Coordinator	06/26/96	291	38,152	47,689	1,122
02851	Laboratory Animal Technician*	04/22/03	291	39,179	48,974	1,152
<b>Biochemistry</b>						
18526	Laboratory Technician	06/11/97	165	30,535	38,169	898
02400	Laboratory Technician	06/20/96	353	41,899	52,374	1,232
<b>Biology</b>						
01055	Technician**	--	--	--	--	--
09521	Undergraduate Teaching Lab Instructor**	--	--	--	--	--
<b>Chemical Engineering</b>						
03019	Chemical Technologist	05/07/03	314	39,542	49,427	1,163
22126	Laboratory Technologist	08/31/00	314	39,542	49,427	1,163
<b>Chemistry</b>						
01110	Electronics Technologist	05/10/99	275	37,184	46,481	1,094
01120	Chemistry Technician	12/14/94	314	39,542	49,427	1,163
01123	Chemistry Technician/Mass Spectrometer Operator	03/01/95	314	39,542	49,427	1,163
01117	Chemistry Technologist	09/28/99	314	39,542	49,427	1,163
01116	Chemistry and Electronics Technician	01/22/97	332	40,630	50,787	1,195
01126	Lead-hand/Nmr Specialist	02/25/98	342	41,234	51,543	1,213

**SCHEDULE B Continued**



03056	Instrumentation/Electronics Technologist	04/15/02	314	39,542	49,427	1,163
03061	Computing Systems Technologist	02/12/01	332	40,630	50,787	1,195
<b>Electrical and Computer Engineering</b>						
20933	Electronics Technologist**	--	--	--	--	--
20934	Electronics Technologist**	--	--	--	--	--
03118	Electrical Technologist	04/15/03	314	39,542	49,427	1,163
03119	Computing Engineering Technologist**	--	--	--	--	--
08995	Computing Engineering Technologist**	--	--	--	--	--
12317	Computing Systems Specialist**	--	--	--	--	--
<b>Environmental Health and Safety</b>						
09498	Safety Technician (Fire Systems/ Biohazards)	04/30/97	282	37,608	47,009	1,106
09499	Fire Safety Coordinator	04/30/97	291	38,152	47,689	1,122
20968	Safety Technician	08/13/99	314	39,542	49,427	1,163
<b>Faculty of Applied Science</b>						
22829	Computing Technologist	09/26/01	314	39,542	49,427	1,163
<b>Faculty of Education</b>						
04334	Educational Resources Technician	06/29/92	323	40,086	50,107	1,179
<b>Faculty of Health Sciences</b>						
10084	Building Operations Assistant	09/14/01	186	31,805	39,756	935
<b>Film Studies</b>						
21454	Film and Video Technician	04/15/02	275	37,184	46,481	1,094
01359	Senior Film & Video Technician	03/30/00	332	40,630	50,787	1,195

**SCHEDULE B Continued**

01524	Technician, Analytical	11/27/91	314	39,542	49,427	1,163
10000	Chemistry Computing Systems Technologist	06/20/02	332	40,630	50,787	1,195
01531	Electron Microprobe and Probe Computer Technologist	12/01/87	353	41,899	52,374	1,232
08906	Curator	04/15/92	372	43,048	53,810	1,266

### **Graphic Design Services**

09229	Desktop Publishing Technician*	09/08/00	208	34,041	42,551	1,001
11508	Senior Graphic Designer	03/30/00	314	39,542	49,427	1,163
21505	Senior Graphic Designer	01/11/01	314	39,542	49,427	1,163
23137	Senior Graphic Designer	05/28/03	314	39,542	49,427	1,163

### **ITS – Computer Operators**

04887	Computer Operator	09/28/94	223	34,041	42,551	1,001
04888	Computer Operator	09/26/94	223	34,041	42,551	1,001
04898	Computer Operator	09/28/94	223	34,041	42,551	1,001
04904	Computer Operator	09/28/94	223	34,041	42,551	1,001
04906	Computer Operator	04/08/98	223	34,041	42,551	1,001

### **ITS – Microcomputer Repair**

19310	Computing Systems Technician	01/23/02	252	35,794	44,743	1,053
22326	Electronics Technologist	05/28/03	314	39,542	49,427	1,163
12754	Electronics Technologist	04/19/01	314	39,542	49,427	1,163
11423	Electronics Technologist	05/27/98	314	39,542	49,427	1,163

### **ITS – Classroom Presentation Technology**

21213	Electronic Technician	04/19/01	233	34,646	43,307	1,019
11346	Electronics Technician	05/22/91	256	36,036	45,045	1,060
09247	Electronics Technologist	05/22/91	314	39,542	49,427	1,163

### **ITS – Campus Telecommunications and Networks**

17215	Network Communications Technician	12/13/02	233	34,646	43,307	1,019
19663	Network Communications Technician	12/13/02	233	34,646	43,307	1,019

### **SCHEDULE B Continued**

**ITS - Video & Multimedia Presentations**

04968	Electronics Technician**	--	--	--	--	--
04967	Assistant Production Director	11/24/97	275	37,184	46,481	1,094
04969	Production Director	10/27/97	323	40,086	50,107	1,179

**Mechanical Engineering**

03169	Machine-tool/Laboratory Technician	05/09/00	323	40,086	50,107	1,179
03163	Electronics Technician	04/22/03	323	40,086	50,107	1,179
03167	Mechanical Technician	04/28/03	323	40,086	50,107	1,179
22910	Machinist Technician**	--	--	--	--	--
03165	Senior Machine-tool/Laboratory Technician	05/09/99	332	40,630	50,787	1,195
03083	Computer Systems Technologist	06/06/01	332	40,630	50,787	1,195

**Microbiology and Immunology**

02356	Glass Washer*	09/15/98	113	29,326	36,658	863
18525	Laboratory Technician	06/11/97	165	30,535	38,169	898
23823	Laboratory Technician	09/17/02	194	32,288	40,360	950
02355	Laboratory Technician	10/02/96	372	43,048	53,810	1,266

**Mining Engineering**

03217	Mineral Extraction Technician	03/08/02	314	39,542	49,427	1,163
03216	Explosive Test Site Foreperson	12/13/02	332	40,630	50,787	1,195

**Modern Language Laboratory**

02103	Language Lab Technician	04/11/97	223	34,041	42,551	1,001
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**Office of the University Veterinarian**

23900	Veterinary Technician	11/02/01	314	39,542	49,427	1,163
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**Pathology**

02594	Laboratory Technician*	10/18/95	261	36,761	45,952	1,081
02593	Laboratory Technologist	04/24/96	353	41,899	52,374	1,232

**SCHEDULE B Continued**

01852	Departmental Technician	09/29/99	282	37,608	47,009	1,106
01851	Electronics Technician	08/31/94	282	37,608	47,009	1,106
01850	Electronics Technologist	10/30/01	314	39,542	49,427	1,163
13408	Electronics Technologist	10/02/96	314	39,542	49,427	1,163
01854	Chief Technologist	05/20/92	372	43,048	53,810	1,266
18400	Instrument Maker	04/07/98	372	43,048	53,810	1,266

### Physiology

02690	Laboratory Technician	04/30/97	314	39,542	49,427	1,163
02688	Laboratory Technician	04/29/99	353	41,899	52,374	1,232

### Printing Services

18760	Bindery Technician	11/07/00	190	32,046	40,058	943
09228	Printing Press Operator	10/01/00	199	32,590	40,738	959
23845	Printing Press Operator	12/02/02	199	32,590	40,738	959
09231	Printing Press Operator	11/07/00	199	32,590	40,738	959
23113	Printing Technician	02/05/02	214	33,497	41,871	985
23007	Printing Technician**	--	--	--	--	--
09221	Docutech Operator	02/25/98	240	35,069	43,836	1,031
09224	Senior Press Operator	09/17/97	268	36,761	45,952	1,081

### Psychology

11892	General Technician	12/13/02	165	30,535	38,169	898
02026	Graphics/Photography Technician	06/11/97	282	37,608	47,009	1,106
02023	Electronics Technologist	04/15/96	323	40,086	50,107	1,179
02027	Electronics Technologist	10/10/01	323	40,086	50,107	1,179

### School of Music

12833	Audio-visual/Instruments Technician	08/31/94	223	34,041	42,551	1,001
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### School of Physical and Health Education

01783	Electronic Technologist**	--	--	--	--	--
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\*Reflecting pay equity adjustments

\*\*The Salaries and point ranges are not listed for these positions based on an agreement in bargaining signed January 17, 2004.

**Note: Information contained in this listing accurately reflected the bargaining Unit on July 1, 2003.**

**Anatomy and Cell Biology**

02323	Gross Anatomy Technician	05/20/92	228	35,202	44,002	1,030
02326	Histology/Electron Microscopy Technician	06/21/02	314	40,530	50,663	1,186
10320	Senior Anatomy Technician	09/30/97	382	44,744	55,929	1,310

**Animal Care Service**

02850	Animal Care Technician	04/22/03	218	34,582	43,228	1,012
02855	Animal Care Technician	06/22/99	218	34,582	43,228	1,012
22565	Animal Care Technician	06/13/01	218	34,582	43,228	1,012
02854	Laboratory Animal Technician	05/05/99	233	35,512	44,390	1,039
02848	Animal Care Technician/Facility Maintenance Coordinator	06/26/96	291	39,105	48,882	1,145
02851	Laboratory Animal Technician*	04/22/03	291	40,159	50,198	1,175

**Biochemistry**

18526	Laboratory Technician	06/11/97	165	31,299	39,123	916
02400	Laboratory Technician	06/20/96	353	42,947	53,683	1,257

**Biology**

01055	Technician**	--	--	--	--	--
09521	Undergraduate Teaching Lab Instructor**	--	--	--	--	--

**Chemical Engineering**

03019	Chemical Technologist	05/07/03	314	40,530	50,663	1,186
22126	Laboratory Technologist	08/31/00	314	40,530	50,663	1,186

**Chemistry**

01110	Electronics Technologist	05/10/99	275	38,114	47,643	1,116
01120	Chemistry Technician	12/14/94	314	40,530	50,663	1,186
01123	Chemistry Technician/Mass Spectrometer Operator	03/01/95	314	40,530	50,663	1,186
01117	Chemistry Technologist	09/28/99	314	40,530	50,663	1,186
01116	Chemistry and Electronics Technician	01/22/97	332	41,646	52,057	1,219
01126	Lead-hand/Nmr Specialist	02/25/98	342	42,265	52,832	1,237

**SCHEDULE C Continued**

23836	Civil Technologist	09/27/02	314	40,530	50,663	1,186
03056	Instrumentation/Electronics Technologist	04/15/02	314	40,530	50,663	1,186
03061	Computing Systems Technologist	02/12/01	332	41,646	52,057	1,219
<b>Electrical and Computer Engineering</b>						
20933	Electronics Technologist**	--	--	--	--	--
20934	Electronics Technologist**	--	--	--	--	--
03118	Electrical Technologist	04/15/03	314	40,530	50,663	1,186
03119	Computing Engineering Technologist**	--	--	--	--	--
08995	Computing Engineering Technologist**	--	--	--	--	--
12317	Computing Systems Specialist**	--	--	--	--	--
<b>Environmental Health and Safety</b>						
09498	Safety Technician (Fire Systems/ Biohazards)	04/30/97	282	38,548	48,185	1,128
09499	Fire Safety Coordinator	04/30/97	291	39,105	48,882	1,145
20968	Safety Technician	08/13/99	314	40,530	50,663	1,186
<b>Faculty of Applied Science</b>						
22829	Computing Technologist	09/26/01	314	40,530	50,663	1,186
<b>Faculty of Education</b>						
04334	Educational Resources Technician	06/29/92	323	41,088	51,360	1,203
<b>Faculty of Health Sciences</b>						
10084	Building Operations Assistant	09/14/01	186	32,600	40,750	954
<b>Film Studies</b>						
21454	Film and Video Technician	04/15/02	275	38,114	47,643	1,116
01359	Senior Film & Video Technician	03/30/00	332	41,646	52,057	1,219

**SCHEDULE C Continued**

	Technician	06/08/93	233	35,512	44,390	1,039
01524	Technician, Analytical Chemistry	11/27/91	314	40,530	50,663	1,186
10000	Computing Systems Technologist	06/20/02	332	41,646	52,057	1,219
01531	Electron Microprobe and Probe Computer Technologist	12/01/87	353	42,947	53,683	1,257
08906	Curator	04/15/92	372	44,124	55,155	1,291

### Graphic Design Services

09229	Desktop Publishing Technician*	09/08/00	208	34,892	43,615	1,021
11508	Senior Graphic Designer	03/30/00	314	40,530	50,663	1,186
21505	Senior Graphic Designer	01/11/01	314	40,530	50,663	1,186
23137	Senior Graphic Designer	05/28/03	314	40,530	50,663	1,186

### ITS – Computer Operators

04887	Computer Operator	09/28/94	223	34,892	43,615	1,021
04888	Computer Operator	09/26/94	223	34,892	43,615	1,021
04898	Computer Operator	09/28/94	223	34,892	43,615	1,021
04904	Computer Operator	09/28/94	223	34,892	43,615	1,021
04906	Computer Operator	04/08/98	223	34,892	43,615	1,021

### ITS – Microcomputer Repair

19310	Computing Systems Technician	01/23/02	252	36,689	45,861	1,074
22326	Electronics Technologist	05/28/03	314	40,530	50,663	1,186
12754	Electronics Technologist	04/19/01	314	40,530	50,663	1,186
11423	Electronics Technologist	05/27/98	314	40,530	50,663	1,186

### ITS – Classroom Presentation Technology

21213	Electronic Technician	04/19/01	233	35,512	44,390	1,039
11346	Electronics Technician	05/22/91	256	36,937	46,171	1,081
09247	Electronics Technologist	05/22/91	314	40,530	50,663	1,186

### ITS – Campus Telecommunications and Networks

17215	Network Communications Technician	12/13/02	233	35,512	44,390	1,039
19663	Network Communications Technician	12/13/02	233	35,512	44,390	1,039

### SCHEDULE C Continued

09244	Senior Technician	05/22/91	332	41,646	52,057	1,219
<b>ITS - Video &amp; Multimedia Presentations</b>						
04968	Electronics Technician**	--	--	--	--	--
04967	Assistant Production Director	11/24/97	275	38,114	47,643	1,116
04969	Production Director	10/27/97	323	41,088	51,360	1,203

### **Mechanical Engineering**

03169	Machine-tool/Laboratory Technician	05/09/00	323	41,088	51,360	1,203
03163	Electronics Technician	04/22/03	323	41,088	51,360	1,203
03167	Mechanical Technician	04/28/03	323	41,088	51,360	1,203
22910	Machinist Technician**	--	--	--	--	--
03165	Senior Machine-tool/Laboratory Technician	05/09/99	332	41,646	52,057	1,219
03083	Computer Systems Technologist	06/06/01	332	41,646	52,057	1,219

### **Microbiology and Immunology**

02356	Glass Washer*	09/15/98	113	30,059	37,574	880
18525	Laboratory Technician	06/11/97	165	31,299	39,123	916
23823	Laboratory Technician	09/17/02	194	33,095	41,369	969
02355	Laboratory Technician	10/02/96	372	44,124	55,155	1,291

### **Mining Engineering**

03217	Mineral Extraction Technician	03/08/02	314	40,530	50,663	1,186
03216	Explosive Test Site Foreperson	12/13/02	332	41,646	52,057	1,219

### **Modern Language Laboratory**

02103	Language Lab Technician	04/11/97	223	34,892	43,615	1,021
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### **Office of the University Veterinarian**

23900	Veterinary Technician	11/02/01	314	40,530	50,663	1,186
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### **Pathology**

02594	Laboratory Technician*	10/18/95	261	37,680	47,100	1,103
02593	Laboratory Technologist	04/24/96	353	42,947	53,683	1,257

### **SCHEDULE C Continued**



	Technician	02/10/93	228	35,202	44,002	1,030
01852	Departmental Technician	09/29/99	282	38,548	48,185	1,128
01851	Electronics Technician	08/31/94	282	38,548	48,185	1,128
01850	Electronics Technologist	10/30/01	314	40,530	50,663	1,186
13408	Electronics Technologist	10/02/96	314	40,530	50,663	1,186
01854	Chief Technologist	05/20/92	372	44,124	55,155	1,291
18400	Instrument Maker	04/07/98	372	44,124	55,155	1,291

### Physiology

02690	Laboratory Technician	04/30/97	314	40,530	50,663	1,186
02688	Laboratory Technician	04/29/99	353	42,947	53,683	1,257

### Printing Services

18760	Bindery Technician	11/07/00	190	32,848	41,059	961
09228	Printing Press Operator	10/01/00	199	33,405	41,756	978
23845	Printing Press Operator	12/02/02	199	33,405	41,756	978
09231	Printing Press Operator	11/07/00	199	33,405	41,756	978
23113	Printing Technician	02/05/02	214	34,335	42,918	1,005
23007	Printing Technician**	--	--	--	--	--
09221	Docutech Operator	02/25/98	240	35,945	44,932	1,052
09224	Senior Press Operator	09/17/97	268	37,680	47,100	1,103

### Psychology

11892	General Technician	12/13/02	165	31,299	39,123	916
02026	Graphics/Photography Technician	06/11/97	282	38,548	48,185	1,128
02023	Electronics Technologist	04/15/96	323	41,088	51,360	1,203
02027	Electronics Technologist	10/10/01	323	41,088	51,360	1,203

### School of Music

12833	Audio-visual/Instruments Technician	08/31/94	223	34,892	43,615	1,021
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### School of Physical and Health Education

01783	Electronic Technologist**	--	--	--	--	--
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\* Reflecting pay equity adjustments

\*\*The Salaries and point ranges are not listed for these positions based on an agreement in bargaining signed January 17, 2004.

**Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2003.**

Electrical and Computer Engineering  
Mechanical Engineering  
Mining Engineering  
Integrated Learning Centre

Faculty of  
Arts & Science

Biology  
Chemistry  
Geography  
Geological Sciences and Geological Engineering  
Psychology  
Physics  
Film Studies  
Modern Language Lab

Faculty of Health  
Sciences

Anatomy and Cell Biology  
Biochemistry  
Microbiology and Immunology  
Pathology  
Pharmacology and Toxicology  
Physiology

*Note: The above list of Departments in each Faculty is intended to indicate the current reporting structure for positions in the bargaining unit and will be updated as necessary to reflect any changes that may take place in each Faculty. The Parties agree that all positions covered by this bargaining unit fall within either Schedule D or Schedule F (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
02847	Senior Lab Animal Technician
02848	Animal Care Technician
02850	Animal Care Technician
02851	Laboratory Animal Technician
02852	Laboratory Animal Technician
02853	Laboratory Animal Technician
02854	Laboratory Animal Technician
02855	Animal Care Technician

**Biomedical Engineering Unit – Service Unit**

02524	Electronic Technician
02525	Electronic Technologist
13296	Electronic Technologist

### **Computing and Communications Services - Operators**

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

### **Computing and Communications Services – Microcomputer and Repair Service**

10372	Lead Hand-Microcomputer and Repair Service
12754	Electronics Technician
11423	Computing Systems Technician

### **Computing and Communications Services – Campus Networks**

04881	Electronic Technician
10076	Electronic Technician

### **Medical Art and Photography**

02814	Medical Photographic Technician
02913	Medical Illustrator

10172 Safety Technician (Hazardous  
Material)

### **Printing Services**

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

### **Queen's Television**

04967	Assistant Production Director
04968	Electronics Technician
04969	Production Supervisor
04971	Media Technician
04972	Electronics Technician

### **Visual Arts Centre**

03249	Technical Illustrator
03250	Graphic Designer/Illustrator

**School of Business**

02254                      Technician

**Faculty of Education**

04232                      Graphics Artist

04233                      Audio-Visual Technician

04234                      Electronic Technician

04334                      Educational Resources Technician

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**

02850	Animal Care Technician
02855	Animal Care Technician
22565	Animal Care Technician
02854	Laboratory Animal Technician
02848	Animal Care Technician/Facility Maintenance Coordinator
02851	Laboratory Animal Technician

### **Environmental Health and Safety**

09498	Safety Technician (Fire Systems/Biohazards)
09499	Fire Safety Coordinator
20968	Safety Technician

### **Faculty of Education**

04334	Educational Resources Technician
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**ITS – Campus Telecommunications and Networks**

17215	Network Communications Technician
19663	Network Communications Technician
13006	Electronics Technician
10076	Network Communications Technologist
04881	Senior Network Communications Technologist
09244	Senior Technician

**ITS - Computer Operators**

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

**ITS - Microcomputer Repair**

22326	Electronics Technologist
19310	Computing Systems Technician
12754	Electronics Technologist
11423	Electronics Technologist



## **ITS - Video & Multimedia Presentations**

04968	Electronics Technician
04967	Assistant Production Director
04969	Production Director

## **Office of the University Veterinarian**

23900	Veterinary Technician
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## **Printing Services**

18760	Bindery Technician
09228	Printing Press Operator
23845	Printing Press Operator
09231	Printing Press Operator
23113	Printing Technician
23007	Printing Technician
09221	Docutech Operator
09224	Senior Press Operator

## **School of Music**

12833	Audio-visual/Instruments Technician
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## **School of Physical and Health Education**

01783	Electronic Technologist
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*R. Weatherdon, Associate Vice Principal, Human Services*

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*L. Baxter, Manager, Employee Relations*

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*H. Douglas, Manager, Compensation*

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*L. Rhymmer, Departmental Administrator, Civil  
Engineering*

---

*D. Langham, Director, Environmental Health and Safety*

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

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*M. Publicover, President*

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*R. Campsall, Member, Bargaining Committee*

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*B. Boulton, Member, Bargaining Committee*

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*N. Porter, Member, Bargaining Committee*

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*J. Lepine, for the Canadian Union of Public Employees*

Dated at the City of Kingston, Province of Ontario, this  
day of , 2004.

**LETTER OF INTENT**  
**(NEW JOB EVALUATION SYSTEM)**

Between

Queen's University  
Hereinafter referred to as "the Employer"

And

C.U.P.E. Local 254  
Hereinafter referred to as "the Union"

1. Effective July 1, 2005, the Employer will commit up to \$175,000 to cover the salary costs associated with the implementation of a new job evaluation system. In the event that costs associated with the implementation of the new system are less than \$175,000, the remaining funds will be distributed equally amongst those members who are actively employed as of July 1, 2005.
  
2. Effective upon the ratification of this collective agreement, the Employer will retain the services of a consultant firm, specializing in job evaluation, to research and develop a new job evaluation system to replace the current job evaluation system in place with the Union. A copy of the terms of reference or other direction provided to

3. The Employer will commit up to \$50,000 to cover costs associated with the research and development of a new job evaluation system.
4. The Employer and the Union agree that the current Joint Technical Position Evaluation Committee will suspend all job evaluation activity as of January 17, 2004.
5. During the period, from January 17, 2004 until June 30, 2005, Human Resources in consultation with Department Heads/designates will continue to provide tentative evaluations of newly created or substantially changed positions which are being posted for hiring.
6. The Employer intends to have the consultant firm provide a new job evaluation system by October 31, 2004.
7. The Employer and the consultant will present the new job evaluation system and its related compensation system, by November 15, 2004, to the Union. The Employer will also include corresponding language changes for Article 25 at that time. It is agreed that the principle of red circling will be applicable. During the period November 15, 2004 until January 31, 2005, the parties shall engage in a consultative process to review the proposed system. A decision, by the union to accept or decline this new system, must be provided, in writing, to the Employer by February 15, 2005.

9. Should the Union decline the new job evaluation system, the Employer and the Union agree to revert back to the previous job evaluation system as set out in Article 25 of the 2002/2003 collective agreement including the Third Party Evaluation Process for one year only. Year Three of the 2003/2006 agreement will be replaced with the following:

### **YEAR THREE**

Effective July 1, 2005 the following adjustments will be made in the order shown:

#### Step Increase

- a) 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.

#### Scale Increase

- b) Salaries shall be increased by 2.5%, except those which are above the range maximum. Salaries which are above the range maxima are red-circled and frozen until those salaries are in line with the range maxima.

Lump Sum

- d) Each individual who is actively employed as of July 1, 2005 and whose salary is at the maximum for his/her position will receive a lump sum payment in the amount of \$400.00 (less deductions required by law).

Dated this 24<sup>th</sup> day of September, 2004.

The Employer

The Union

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