

Memorandum of Settlement

BETWEEN:

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

And

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

(together, the "Parties")

WHEREAS the collective agreement in place between the parties expired on June 30, 2010 (the "Expired Collective Agreement");

AND WHEREAS the Parties have negotiated in good faith to reach a renewal collective agreement;

1. The Parties acknowledge that the recitals set forth above are true and correct and further, the Parties understand and agree that such recitals are hereby incorporated into, and form part of, this Memorandum of Settlement;
2. The University and Union bargaining teams have agreed to the Articles, Appendices, and Letters of Understanding attached hereto as Schedule I as constituting their renewal Collective Agreement (the "Renewal Collective Agreement"), which Schedule is attached hereto and forms part of this Memorandum of Settlement;
3. The University and the Union bargaining teams have also agreed to the attached Memorandum of Agreement "Re: Changes to the Revised Pension Plan of Queen's University", which is attached hereto as Schedule II and which forms part of this Memorandum of Settlement;
4. **Article 25.23: Increase to the Minimum:** Delete and re-state to reflect minimum and maximum increases in accordance with percentages set out in 25.20(c), 25.21(c) and 25.22(c), respectively.
5. **Schedules A, B, C, D: Technician Union Salary Ranges:** Delete and re-state to reflect Technician Union Salary Ranges for 2010/2011, 2011/2012, 2012/2013 and 2013/2014 respectively.
6. The Parties agree that the terms of this Memorandum of Settlement constitute full settlement of all matters outstanding between them in connection with the renewal of the Expired Collective Agreement;

7. The Parties agree that unless stated otherwise in the Renewal Collective Agreement, the terms of this Memorandum of Settlement shall be effective from July 1, 2010 to and including June 30, 2014;
8. Each Party agrees to unanimously recommend to its respective principals the ratification of the Renewal Collective Agreement and the complete acceptance of the terms of this Memorandum of Settlement;
9. The Parties agree and undertake to keep the content, terms and details of this Memorandum of Settlement confidential, except as necessary to advise their respective principals
10. The Parties agree to make all necessary housekeeping amendments to the Renewal Collective Agreement in order to give effect to the overall intention of the Parties; and,
11. Each Party hereto warrants that each of the signatories to this Memorandum of Agreement is authorized to bind its respective Party.

Signed this 6th day of August, 2011 in the City of Kingston, Ontario

On behalf of the University:

On behalf of the Union:

Al Orth, Vice-Principal (Human Resources)
& Chief Spokesperson

Roy Campsall, President

Lisa Newton, Director & Counsel,
Employee/Labour Relations

Lisa Marion, Member, Bargaining Committee

Patti Evaristo, Manager, Employee Relations

Bill Boulton, Member, Bargaining Committee

Andrew Winterborn, University
Veterinarian

Steven Hodgson, Member, Bargaining Committee

Dan Langham, Director,

Donna Carlaw, National Representative

Environmental Health & Safety

& University Coordinator, Canadian Union
of Public Employees

SCHEDULE “1”
COLLECTIVE AGREEMENT
BETWEEN
QUEEN’S UNIVERSITY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 254:
KINGSTON TECHNICIANS’ UNION

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PREAMBLE

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

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

ARTICLE 1-DEFINITION

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

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

* It is understood by the University and the Union that persons employed to work on research projects or programmes may perform technical work for the University other than work of the research programmes or projects, though such work performed shall not become their primary work nor shall the work be permitted to violate the terms of the Collective Agreement. It is further understood that when a member of the bargaining unit performs work in support of a research programme or project, 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. When such a review is requested, the University will provide all relevant information to the Union to substantiate its decision to exclude a position from the bargaining unit. If the matter is not resolved at this level it may be referred to the second stage of the grievance procedure. If the matter is not resolved through the grievance procedure it may be referred to arbitration for decision.

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

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

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

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

beginning of the thirteenth month of employment. If this evaluation results in a salary increase, the increase shall be made effective to the beginning of the thirteenth month of employment.

- 4) Notwithstanding Article 20.01, term appointments of three (3) to six (6) months duration shall not be posted; however, written notice will be sent to the Union.
- 5) For the purposes of seniority, term employees will not be considered as new employees if they are rehired within six (6) months of a previous termination. Their seniority will accumulate on the basis of actual time worked in the bargaining unit.
- 6) Notwithstanding Article 16, term employees shall be entitled to accumulate paid sick leave determined at the rate of two (2) days per calendar month of their appointment to a maximum of 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, and whose appointment will not be renewed again, will be given a minimum of two (2) weeks' notice confirming the end date stated in their subsequent appointment letter.
- 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 bargaining agent defined in Article 1, in respect of salaries, hours of work and other working conditions.
- 2.02 No person shall hold meetings, collect Union dues, solicit membership or conduct any other such Union activities during working hours on the property of the Employer except such activity as is specifically permitted by this Agreement.
- 2.03 The Employer shall deduct monthly Union dues from all employees covered in Article 1. Such dues shall be deducted from the monthly pay and shall be remitted through electronic transfer of funds, and a list of the names of the employees on whose behalf union dues are deducted will be forwarded to the Secretary-Treasurer of Local 254 together with two lists of the employees on whose behalf such Union dues are remitted, whenever possible before the end of the month. Dues will be deducted for the first month of employment if the starting date is anytime during that month. Dues will also be deducted from the last month of employment, regardless of termination date. A statement of Union dues will be included on employee T-4 slips.

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

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

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

- 2.05 The Employer shall provide the Union in advance with the names of employees or of positions that it intends to terminate from the bargaining unit and the date of such terminations. If the termination is brought about by the removal of a position from the bargaining unit, prior discussions a month in advance must take place between the University and the Union. During these discussions the University will outline the reasons for this action and receive alternative proposals, if any, from the Union.

ARTICLE 3 NO HARASSMENT AND DISCRIMINATION

3.01 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present in the Union.

3.02 ~~Harassment and Discrimination – Ontario Human Rights Code~~

The parties ~~to this agreement~~ are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, ~~or~~ the University's *Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*.

3.02.1 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome. It includes objectionable acts, comments or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.

3.02.2 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.

3.02.3 Employees found to have harassed or discriminated against ~~others~~ another person(s) could face disciplinary action ranging from verbal warning up to and including termination. (in current agreement as 6th Paragraph of Article 3.02)

3.02.4 The Employer agrees that information and training regarding harassment and discrimination ~~and personal harassment~~ is essential and will work ~~jointly~~ with the Union to ensure bargaining unit members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation ~~on all training and information initiatives~~. (in current agreement as Article 3.04)

3.02.5 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner. Therefore, allegations of discrimination and harassment will be investigated on a timely basis and in cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

3.02.6 The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the University's *Harassment and Discrimination Policy* if the

subject matter of the complaint is one covered by that Policy. (in current agreement as 2nd Paragraph of Article 3.02)

3.02.7 Alternatively, ~~complaints~~ any allegation of discrimination or harassment in the workplace, including an allegation of *Code*-based discrimination or harassment, may be filed in accordance with the grievance and arbitration procedures set out in this agreement, ~~provided that if~~ If the allegation involve the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance. (in current agreement as 3rd Paragraph of Article 3.02)

3.02.8 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the collective agreement.

3.02.9 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance

3.02.10 Where a complaint is dealt with under the University's *Harassment and Discrimination Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed. (in current agreement as 4th Paragraph of Article 3.02)

3.02.11 ~~The~~ An employee also has the right to file ~~a complaint~~ an application directly with the ~~Ontario Human Rights Commission~~ Human Rights Tribunal of Ontario. ~~In the event that the Commission elects to investigate or otherwise proceed with the complaint~~ Once an application has been filed with the Tribunal all other related proceedings under this Article will be suspended and, applicable grievance and arbitration timelines will be extended until those proceedings are concluded. (in current agreement as 5th Paragraph of Article 3.02)

3.02.12 In cases where sexual harassment may result in the transfer of a person, the ~~victim~~ complainant shall not be transferred against his/her will; unless otherwise agreed, it shall be the harasser who is transferred, ~~and the victim shall not be transferred against his/her will.~~

~~3.03 Personal Harassment – Non-OHRC Based~~

~~The University Policy on Harassment and Discrimination defines harassment and discrimination in accordance with the Ontario Human Rights Code and therefore, the processes and procedures for handling complaints do not relate to complaints of personal harassment. Complaints of personal harassment may be processed as grievances in accordance with the collective agreement.~~

~~Personal Harassment is defined as any improper conduct by an individual, that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises of any objectionable acts, comments or displays that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat.~~

~~Harassment is not, properly discharged supervisory responsibilities including, performance evaluation, disciplinary action, day to day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University employees.~~

~~Employees found to have harassed another person may be subject to disciplinary action ranging from verbal warning up to and including termination.~~

~~3.04 The Employer agrees that information and training regarding harassment discrimination and personal harassment is essential and will work jointly with the Union on all training and information initiatives.~~

ARTICLE 4-THE EMPLOYER'S RIGHTS

- 4.01 The Union recognizes the right of the Employer to manage the business in which it is engaged, to maintain order and efficiency, to hire, promote, transfer and to increase and decrease working forces provided that in carrying out these rights it does not violate the specific provisions of this Collective Agreement. Furthermore, the Union recognizes the right of the Employer to demote, suspend, discharge or otherwise discipline employees for just cause subject to the right of the employee affected to lodge a grievance as provided for in Article 7.
- 4.02 The Union further acknowledges that the Employer. has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 4.03 Subject to the provisions of this Collective Agreement and in the interests of efficient operation, the Union agrees that the Employer may at any time, subject to reasonable notice to the Union, determine or change work schedules and assignments or methods. If there is a claim of discriminatory action by the Employer in this regard, the aggrieved employee may, if he/she so desires, make it the subject of a grievance in the manner hereinafter provided.
- 4.04 The Employer may engage students or other persons for summer and other temporary or special employment providing that such employment does • not contravene any Article of the current Collective Agreement. Any employees engaged under this clause will automatically come under the jurisdiction of the Union once the period of employment exceeds three (3) months (four months for summer students).

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

ARTICLE 5 RETIREMENT AGE

5.01 Normal retirement age ~~is defined as 65~~ ~~is 65~~ as defined under the Queen's Pension Plan is 65, however, retirement at age 65 is not mandatory. An employee's effective retirement date is the last day of the month in which an employee elects to retire. The Employer will notify each employee approximately six months prior to the ~~employee reaching age 65~~ ~~employee's normal retirement~~ to discuss the employee's options under the pension plan. **AGREED April 28, 2011**

5.02 Employees who elect to retire ~~should~~ shall, wherever possible, notify their department and the Pension ~~Department~~ **Unit** at least 6 months prior to their retirement date to discuss and begin making necessary arrangements for retirement. The union will receive notification of such retirements. **AGREED April 28, 2011**

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

ARTICLE 6-STRIKES AND LOCKOUTS

6.01 The Union agrees that there will be no strikes and the University agrees that there will be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

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

ARTICLE 7-GRIEVANCES

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

- 7.02 Any employee having a complaint should discuss the matter with his or her immediate supervisor. An employee, upon his or her request, may be accompanied by a member of the Grievance Committee during such discussions.
- 7.03 Any employee may present his/her complaint personally or may be represented or assisted by a member of the Grievance Committee. Such employee shall be entitled to examine documents pertinent to his/her personal complaint.
- 7.04 (*Stage One*) Any complaint that has not been dealt with to the satisfaction of the employee concerned may be presented as a written grievance to the Department Head/Designate within fifteen (15) working days of the circumstances giving rise to the grievance.

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

- 7.05 (*Stage Two*) If the grievance is not resolved at Stage One, it may be presented to the Director, 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 Director, Employee Relations in Human Resources or his/her designate will meet with the Grievance Committee, and representative of the Canadian Union of Public Employees, to discuss the matter. This meeting shall be held within ten (10) working days after the receipt of the grievance. A written decision on the grievance will be given within five (5) working days after the meeting.

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

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

ARTICLE 8-ARBITRATION

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may within 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 proceed to arbitration.

The referring party shall indicate whether it intends to proceed with the matter before a Board of Arbitration or sole Arbitrator. Subject to the provisions of section 49 of the *Ontario Labour Relations Act, 1995* either party may request that the Minister appoint a sole arbitrator.

If the referring party is requesting appointment of a sole arbitrator it shall, in its notice of intent to proceed to arbitration, suggest a person to serve as arbitrator. The other party shall respond within ten (10) working days, either agreeing to the proposed sole arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within thirty (30) days, either party may request the appointment be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

A request for a board of arbitration shall name the party's nominee to the board of arbitration. The recipient of the notice shall within ten (10) working days, advise the other party of the name of its nominee to the board of arbitration. The nominees to the board of arbitration shall then meet to decide upon the selection of the chairperson of the board. If the parties cannot agree upon the selection of the chairperson within twenty-one (21) days, either party may request that the appointment of the chairperson be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

8.02 *Decisions of the Arbitrator or Arbitration Board*

The sole arbitrator or arbitration board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. In the case of an arbitration board, the decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board.

In no event, however, shall any sole arbitrator or board of arbitration have the authority to make any decision which is inconsistent with the terms of this agreement or to change, alter, modify, or amend any of the provisions of this agreement. The sole arbitrator or board of arbitration shall deal solely with the matter in dispute within the confines of this

collective agreement and any legislation over which they have the jurisdiction to interpret and apply pursuant to the Ontario Labour Relations Act.

8.03 *Discipline or Discharge Cases*

In the event that a sole arbitrator or board of arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the sole arbitrator or board has the authority to reinstate an employee with or without full or partial compensation for salary and any other benefits lost, or to make any award it may deem just or reasonable which would be consistent with the terms of this agreement.

8.04 *Arbitration Expenses*

Each party shall bear the fees and expenses of its own nominee, if any, its witnesses (subject to Article 8.05) and of the preparation and presentation of its own case. The fees and expenses of the Chairperson or sole Arbitrator incidental to the Arbitration hearing shall be borne equally by the parties.

8.05 The Employer will pay the regular wages (not to extend beyond normal working hours) for up to four (4) Bargaining Unit members, including the grievor(s), Grievance Committee members or Bargaining Unit members called by the Union as witnesses, while they are at an arbitration hearing on behalf of C.U.P.E. Local 254, in matters between Queen's University and C.U.P.E. Local 254. A copy of all requests for leaves under this article shall be submitted to the Director, Employee Relations in Human Resources as much in advance as possible.

8.06 *Time Limits*

It is agreed that the time limits referred to in Article 8 may be extended by mutual consent.

8.07 Should the parties disagree as to the meaning of the decision, either party may apply to the sole arbitrator or the board of arbitration to reconvene the board, whichever is applicable, to clarify the decision.

ARTICLE 9-HOURS OF WORK

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

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

- 9.02 The normal hours for a department shall be identified as from 9:00 a.m. to 5:00 p.m. during the Winter' Period and from 8:30 a.m. to 4:30 p.m. during the Summer Period (which shall be from the first Monday in May until approximately mid-September). When circumstances are such that the above schedule cannot be strictly adhered to, or when it would appear to be inadvisable and/or inexpedient to adhere strictly to it, Department Heads/Designates shall be allowed to arrange a mutually satisfactory schedule in which the minimum weekly hours (35) are distributed over the working days specified above in a different manner. In no case shall such a schedule provide for a normal starting hour earlier than 7:00 a.m. or a normal leaving time later than 11:00 p.m. Deviations outside these hours will be only allowed as overtime:
- 9.03 Throughout the year, where the operational needs of a department will permit, individual employees may make application to their supervisors for slightly different starting and finishing times. Where conflict arises between two (2) or more qualified employees who are able to perform the required work, the choice of the senior employee shall be granted.
- 9.04 The lunch period will be one (1) hour scheduled between 11:00 a.m. and 2:00 p.m. (normally scheduled between 12:00 noon and 1:00 p.m.). During the summer period individual employees, with the approval of their department head, may choose a one-half hour lunch break.
- 9.05 It must be emphasized that, while Queen's University wishes to provide wherever possible some flexibility in working hours for the convenience of its employees, its first responsibility is to fulfill its functions as an academic institution. Each department must be open and adequately staffed during the basic working period and in some cases this may mean that individuals cannot be assigned the hours which they prefer.
- 9.06 The minimum weekly hours (35) shall be reduced by the appropriate number of hours in those weeks in which the paid holidays specified in Article 13 occur.
- 9.07 Where a department is required to work on a seven day schedule, the posted schedule will provide for not less than two weekends off during each three week period. However, because of the operational needs of Departments, such schedules may have to be revised occasionally and in order to consider the wishes of the employees, such changes will be made in consultation with a Union representative.
- 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 sixty (60) 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 sixty-five (65) 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 \div 12 = monthly shift premium lump sum amount.

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

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

The schedule arrangement for the Computer 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, he/she shall be paid an additional one (1) hour pay at his/her regular rate for each six (6) hours the Employee is assigned to "on-call". If the employee is called in to work he/she shall be paid according to Article 12.01 of the Collective Agreement.

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.

10.03 Seniority shall mean the employee's length of service as defined in Article 10.02.

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

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

10.05.1 If he/she leaves the employ of the Employer;

10.05.2 If he/she is discharged for cause;

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

10.05.4 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.

- 10.05.5 If in any other manner he/she ceases to be employed by the Employer.
- 10.06 A new employee shall be regarded as a probationary employee until he/she has completed three (3) consecutive months service. A probation may be extended for an additional three (3) months by mutual agreement of the Employer and the Union. An employee will be officially notified in writing by his/her Department Head/Designate when he/she has successfully completed the probation period. A copy of this notification will be sent to the Union. For the purpose of staff benefits the employee's service shall be from the date of hiring. A probationary employee shall have all the rights under the provisions of this agreement except that he or she may be discharged by the Employer with or without assigned cause and such discharge shall be open to review under the grievance procedure as set out in Article 7, but will not be open to review under the arbitration procedure in Article 8.
- 10.07 Where a University employee who is a member of C.U.P.E. Local 229 or 1302 is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer his/her full seniority and service into the bargaining unit.
- 10.08 Any employee returning to the bargaining unit after a leave of absence without pay, for three (3) months or more, will accumulate seniority based on the total time worked both before and after the leave of absence. If the leave referred to herein is less than three (3) months, seniority continues to accumulate in the normal manner.
- 10.09 The Employer will provide the Union with a current seniority list of the employees in the bargaining unit, twice each year, on October 1st and April 1st. This list will be in mutually agreed-upon format and will show service date, as well as seniority date.
- 10.10 A transfer shall be defined as a movement to a new work assignment or new classification within the bargaining unit. A transfer will not result in a decrease in any individual's salary. If a transfer is declined by an individual, the 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 notice of layoff that he/she wishes to displace another employee or accept the layoff. The parties agree that the original notice given in accordance with Article 11.02 shall be considered notice to the union of any subsequent layoff as a result of bumping. The parties also agree that they will make every effort to complete the entire process, including any subsequent bumping, within the 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 E, 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 E.

An employee who has indicated that he/she wishes to displace another employee, and whose position is within an area set out in Schedule G, 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
- (f) 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 area as set out in Schedule G.

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 positing. This notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. Employees in the redeployment pool may, within one (1) week of the date of the notice to them, make application, including an up-to-date resume, for a position. The University will review these applications and determine if any are qualified, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a 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
- Semi Private Hospital Coverage

No other benefits continue for employees in the redeployment pool.

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 re-deployment 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.

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

12.02 (*Overtime*) All hours worked in excess of those referred to in Article 9.01 will be paid for at one and one-half times (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.

12.05 Where possible, attempts will be made to distribute overtime among those employees who normally perform the work.

12.06 The Employer will not hire temporary help for short term work outside normal daily or weekly hours if this work can be accomplished efficiently by employees who are willing to work overtime for that purpose.

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

and double time on a fourth day of rest. However, should any overtime be worked on a Sunday it shall automatically be at double time.

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 Family Day **AGREED April 28, 2011** ~~Monday of Reading Week (or Heritage Day as designated by the Employer)~~

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

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

13.03 An employee who is required to work on any of the ten (10) paid holidays enumerated above shall, provided he/she is eligible to receive payment for such a holiday, be paid in addition for the time worked at two (2) times his/her regular hourly rate with a minimum of four (4) hours pay at straight time.

13.04 The University will allow employees the full time off between Christmas and New Year's Day inclusive. Employees will continue to receive their regular pay for those shifts which they would have been scheduled to work.

Should an employee be scheduled to work on any of the days they normally would have worked (other than Christmas Day, Boxing Day, or New Year's Day), he/she will be paid in addition to his/her regular pay, time and one-half for the hours worked. Should an employee be scheduled to work on one of his/her regular off days during this shut-down period, they will receive overtime rates as outlined in Article 12.02. Alternatively, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half as lieu time, at a mutually convenient time to the Employer and the employee.

13.05 When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday the full day off will

be granted. Furthermore, when New Year's Day falls on a Thursday, Friday January 2nd will be granted as an additional day off.

- 13.06 Should a holiday as designated in Article 13.01 fall on a Saturday or a Sunday an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2nd)

ARTICLE 14-VACATIONS

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

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

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

- 14.04 If, during the twelve (12) months immediately preceding June 30th, an employee has been absent for a period or periods exceeding one (1) month, in each instance, his/her

vacation shall be pro-rated for the period or periods worked since the preceding June 30th. However, for purposes of this paragraph, sick leave as defined in Article 16 shall not be treated as a period or periods of absence.

- 14.05 With the approval of the Department Head/Designate employees will be allowed to carry over unused vacation from one year to another provided that the request is made in writing prior to December 1 and it indicates the specific reason for the carry over.
- 14.06 The Employer shall make a sincere effort to grant vacations at times requested by the employee. Where all requests cannot be granted, preference will be given in order of seniority. However, the Employer shall not be required to grant a vacation at a time which would adversely affect the operation of the department. Vacation requests should be submitted before the time designated by the appropriate Department Head/Designate.
- 14.07 It is not the University's policy to pay employees in lieu of taking vacation time.

ARTICLE 15-STAFF BENEFITS

- 15.01 The University maintains the master contracts or plan texts. **The Union will be provided with a copy of either upon request.** ~~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. **This shall include Long-Term Disability Insurance, Life Insurance, Semi-Private Hospital, Supplementary Medical, and the Revised Pension Plan of Queen's University.** Should it ~~become necessary~~ **intend** to amend or change any of the said plans, the Employer will discuss such amendments or changes with the Union.

Furthermore, if there should occur any increase in the share of cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

- a) **(i) Revised Pension Plan of Queen's University (the "Pension Plan")** ~~=the basic contribution (4.5% of normal basic earnings up to the Canada Pension Plan ceiling and 6% of normal earnings in excess of the CPP ceiling) will be matched by the University.~~ The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Pension 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*

The Pension Plan will be amended to reflect the changes outlined in the Memorandum of Agreement dated August 6, 2011 and to reflect required employee money purchase contribution rates as follows:

Effective Date	Jan. 1, 2012	July 1, 2012	Jan. 1, 2013	July 1, 2013	Jan. 1, 2014
Up to the Canada Pension Plan Yearly Maximum Pensionable Earnings	5.0	5.5	6.0	6.5	7%
Above the Canada Pension Plan Yearly Maximum Pensionable Earnings	6.6	7.2	7.8	8.4%	9%

~~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).**
- (i) Any new full-time continuing employees in C.U.P.E. Local 254 will be required, unless otherwise adequately covered, to enrol in the Long Term Disability Insurance Plan. It is understood that when a bargaining unit member of C.U.P.E. Local 254 is placed on LTD, his/her position will be held for a period of up to three (3) years.
 - (ii) Employees age 65 and over are not eligible for coverage under this plan, so Employees will not be required to remain enrolled in the Long Term Disability Plan six (6) months prior to their normal retirement date.
 - (iii) The Union will be notified by the Employer when LTD application documents have been sent to an employee. **AGREED April 28**
- (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~~). ~~Note: Effective July 1, 2007 premiums~~
- (i) Premiums for this benefit will be paid at 100% by the Employer. **AGREED April 28, 2011**
 - (ii) The Supplementary Medical Plan includes a Vision Care Benefit with a maximum limit of \$250.00 per person every 2 years.
- 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 \$250.00 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.~~

~~Effective July 1, 2008, the Vision Care Benefit will be increased to a maximum limit of \$250.00 per person every 2 years.~~

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

~~The Employer will continue to 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 plan above, which will include major restorative coverage at 75% 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.~~

Effective July 1, 2011, the Employer will pay 100% of the Dental plan premium at current ODA rates minus one year. **AGREED April 28, 2011**

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

~~It is understood that when a bargaining unit member of C.U.P.E. Local 254 is placed on LTD, his/her position will be held for a period of up to three (3) years. The Union will be notified by the Employer when LTD application documents have been sent to an employee.~~
AGREED April 28, 2011

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

Leave of Absence with Pay

- 15.05 *General*

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

- 15.06 ~~Death in the Family~~ Bereavement Leave **AGREED April 28, 2011**

In the event of a death in an employee's immediate family or in the event of a death of a close relative, leave at full pay will be granted for a period of up to five (5) working days (~~this~~ This includes time for travel, attending the funeral and involvement in funeral arrangements and affairs). Notwithstanding the foregoing, in the case of the death of an employee's parent, spouse, partner, ~~or~~ child, mother-in-law, father-in-law, grandparent or grandchild, 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

Family Leave

- 15.09 ~~Maternity Leave with Pay~~ Supported Maternity Leave **AGREED April 28, 2011**

Supported Maternity leave ~~with pay~~ is a leave from work of up to 20 weeks with ~~pay and benefits~~ top-up as outlined below. To qualify for ~~maternity leave with pay~~ supported maternity leave, 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~~ top-up provisions specified, below with the understanding that the employee is expected to work for the University for at least 6 months following the date of 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)

A payment equivalent to 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)

A payment equivalent to 100% of the employee's normal basic earnings for the remaining three (3) weeks of the maternity leave;

Any period of leave beyond this twenty (20) weeks is ~~without pay~~ unsupported and falls under the provisions of unsupported Parental Leave or Leave of Absence Without Pay.

During the period of the ~~paid~~ supported 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~~ Supported 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~~ supported maternity leave.

Unusual pregnancy or birth situation 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.

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

An employee who does not meet the eligibility requirements for supported Maternity Leave with Pay may still meet the criteria for unsupported Maternity Leave ~~without Pay~~. All payments made under this policy must be in accordance with Service Canada Regulations.

15.10 *Unsupported Maternity Leave ~~Without Pay~~* **AGREED April 28, 2011**

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~~ unsupported maternity leave.

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

An employee may begin her ~~unpaid~~ unsupported 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 unsupported Parental Leave or Leave of Absence without Pay.

During the period of ~~unpaid~~ unsupported 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 exists, the employee will be placed in a comparable position with no loss of salary.

An employee who does not meet the eligibility requirements for ~~unpaid~~ unsupported maternity leave may still meet the criteria for a Leave of Absence Without Pay.

Employees eligible for ~~unpaid~~ unsupported maternity leave may also be eligible for employment insurance benefits. Employees should contact their local ~~Human Resources Development Canada~~ Service 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 ~~Supported Parental Leave with Pay~~ **AGREED April 28, 2011**

Supported Parental Leave ~~with Pay~~ is a leave from work of up to fifteen (15) weeks with ~~pay and benefits~~ top-up as specified below. To qualify for supported 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.

An employee who qualifies for ~~paid~~ supported parental leave is subject to the same rights and obligations as those granted for supported Maternity Leave ~~with Pay~~ with the following amendments:

Parental Leave allowance as follows:

Payment for Weeks 1 and 2 shall be dependent on whether the employee is required to serve a waiting period under EI regulations. If the employee is required to serve a waiting period of two weeks (i) a) below will result. If the employee is not required to serve a waiting period, (i) b) below will result.

- (i) (Weeks 1 & 2)

Either

- a) A payment equivalent to 100% of the employee's normal basic earnings for the first two (2) weeks of the parental leave;

or,

- b) 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.

(ii) (Weeks 3 to 15)

For the next thirteen (13) weeks of the ~~supported~~ 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*, ~~paid~~ ~~supported~~ parental leave falls under the provisions of Parental Leave and therefore a further period of leave without pay may be available to parents. Any period of leave beyond that shall fall under the provisions of the Leave of Absence without Pay.

~~Paid~~ ~~Supported~~ parental leave may commence anytime after the birth of the baby or when the child comes into the custody or care of the employee. It must be completed within fifty-two (52) weeks after the baby is born or comes into the custody or care of the employee.

Where both parents are employees of the University either or both may be eligible for the paid leave under Article 15. Where ~~Supported~~ 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 up to fifteen (15) weeks each and either or both employees may choose to apply for the ~~paid~~ ~~supported~~ parental leave.

An employee who does not meet the eligibility requirements for ~~paid~~ ~~supported~~ parental leave may still meet criteria for an ~~unpaid~~ ~~unsupported~~ Parental Leave.

~~Paid~~ ~~Supported~~ parental leave follows the same EI rules and regulations for top-up payments as listed under ~~Supported~~ Maternity Leave ~~with Pay~~.

An employee shall provide his/her department head or his/her designate, with as much advance notice as possible of the parental 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.

15.12 ~~Unsupported Parental Leave without Pay~~ **AGREED April 28, 2011**

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~~ **unsupported** parental leave.

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

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

Unsupported ~~P~~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 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. Employees eligible for **unsupported** parental leave may also be eligible for employment insurance payments. Employees should contact their local Service Canada office prior to going on leave to discuss qualifying, applying and receiving employment insurance benefits.

An employee shall provide his/her department head, or designate, with as much advance notice as possible of the request for **unsupported** parental leave. In cases where the parental leave is an extension of the employee's 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.

An employee who does not meet the eligibility requirements for paid parental leave may still meet criteria for an ~~unpaid~~ unsupported Parental Leave.

~~Paid~~ Supported parental leave follows the same El rules and regulations for top-up payments. as listed under the Supported Maternity 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*

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

15.15 *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.

15.18 *Reservist Leave*

AGREED April 28, 2011

15.18.1 An employee who is a military reservist is entitled to take a leave of absence without pay if he or she is deployed to a Canadian Forces operation outside Canada or to a domestic Canadian Forces operation, that is or will be providing assistance in dealing with an emergency or its aftermath (e.g. a search and rescue operation or a natural disaster response).

15.18.2 In order to be eligible to commence a reservist leave, the employee must have been employed by the University for at least 6 consecutive months.

15.18.3 Subject to the University's right to postpone reinstatement in accordance with the *Employment Standards Act, 2000*, an employee on a reservist leave is entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. The period of an employee's reservist leave will be included in determining the employee's length of employment, length of service and seniority, but will not be

included in determining whether the employee has completed his/her probationary period.

ARTICLE 16-SICK LEAVE

- 16.01 Employees covered by this Collective Agreement who have completed their probationary period are covered by the University's Sick Leave Plan which provides leave with regular pay for any *bona fide* absence due to illness or injury, ~~and regardless of length of service~~

The maximum period covered will be six months of continuous absence. Records of absence will be kept by the Employer.

Employees are eligible for paid time off for *bona fide* incidental absences due to illness. The Employer will address excessive incidental absences, if any, through attendance management. With respect to probationary employees paid time off for incidental absences during the probationary period shall not exceed a total of three (3) working days.

- 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 return to work shall be reported to the non-union supervisor or designate at reasonable intervals.
- 16.06 Employees are expected to notify their non-union supervisor or designate as early as possible of their expected date of return to work.
- 16.07 Employees may be requested to provide the Employer with a doctor's note certifying that the employee has been in the care of a doctor and:

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

or

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

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 LEAVE

- 17.01 Leave of absence without pay will be granted to employees elected or appointed to represent the Union at Union conventions and seminars. Such time shall not exceed fifteen (15) working days for any one individual or forty (40) working days for the bargaining unit in any one calendar year. Only one person out of any one department will be granted such leave at any one time. In addition two (2) employees will be granted leave of absence with pay for five (5) working days each to attend the biennial National Convention of the Canadian Union of Public Employees.

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

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

The Union recognizes that elected Union officials have duties to perform for the Employer and that the Union officials will not absent themselves from such duties unreasonably to attend to Union duties as outlined by the terms of this agreement. Union officials shall provide a minimum of three (3) days written notice, where possible, to their non-union supervisor when requesting leave to attend to such Union duties.

In consideration of this acknowledgement and undertaking, the Employer agrees that Union officers will not suffer a loss in pay for time spent in carrying out their normal functions as outlined in this agreement, as well as the following:

- 17.02.1 The Employer agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees including the Local Union President.
- 17.02.2 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.
- 17.02.3 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.
- 17.02.4 Any Union Steward or Grievance Committee member dealing with a grievance arising out of this Agreement, and not in his/her own department, shall request permission from the non-union supervisor or designate in that department before contacting any, employee therein regarding a complaint or grievance. Such permission shall not be unreasonably denied.
- 17.02.5 Union officials asked to serve on University committees or asked to attend University administration, not otherwise covered by this Collective Agreement, will normally be granted, subject to operational demands, leave with pay for the meeting time. Union officers shall report back to their non-union supervisor or designate when the committee meeting is ended.
- 17.02.6 All requests for paid leave shall be submitted to the Employer as much in advance as possible.
- 17.02.7 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.
- 17.02.8 Leave with pay granted under this Article shall not extend beyond normal working hours.
- 17.02.9 (a) 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~~ 3 days or 6 half days of time off with pay to prepare the Union's proposals for collective bargaining.

AGREED – APRIL 28, 2011

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

17.04 Where the negotiation of additional terms of the Collective Agreement or a letter of Understanding is to be deferred to joint committee work during the term of the Collective Agreement pursuant to an agreement at negotiations, the Union committee members involved will be granted the time during working hours to prepare their proposal. It is understood that the extent of such paid time shall be subject to the mutual agreement of the parties.

ARTICLE 18-BULLETIN BOARDS

18.01 The Union shall be permitted the use of Departmental bulletin boards for the posting of notices concerning meetings of the Union and other Union business.

18.02 The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, or any other kind of literature on the Employer's property, except as provided above.

ARTICLE 19-COFFEE BREAKS

19.01 All employees will be allowed a fifteen (15) minute break in the morning and in the afternoon.

19.02 Each department will attempt to provide a suitable lunch or coffee break room or designate where such breaks may be taken.

ARTICLE 20-JOB POSTING

20.01 Should a vacancy occur in a position covered by the terms of this collective agreement, the Employer will post a brief notice of such vacancy on the Human Resources website so that members of the bargaining unit will know of it, will be able to make written application, and will be given first consideration in filling such vacancies. The notice shall contain the job title, hiring department, type of appointment and tentative hiring range. A copy of the applicable job description(s) shall be attached to the notice. A copy of the notice and attachment(s) will be forwarded to departments where there is no confidential access to the website. Should a decision be made to revise the job description of a posted position before hiring, the job will be reposted. Original applications will still stand unless an applicant withdraws.

The Employer shall maintain an archive file of all Local 254 job postings which will be made available to the Local President on request.

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;
- c) Employees who hold term appointments.*

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

~~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. AGREED April 28, 2011~~

- 20.02 When selecting an employee to fill a nonsupervisory bargaining unit position, all available information will be used in order to determine which employee is qualified to fill the vacancy. The Employer will consider his/her qualifications and education (including those cases where courses are nearly completed but not as yet specifically attained) knowledge, ability to perform the normal requirements of the job satisfactorily and seniority. Where the Employer considers that these qualifications are relatively equal between two or more applicants, seniority shall be the governing factor.
- 20.03 When selecting an employee to fill a position in the bargaining unit where supervisor responsibilities are an integral part of the job, seniority will be considered, but primary consideration will be given not only to job skills but also to personal qualities such as leadership, reliability, judgement, ability to organize and instruct and an understanding and display of the practice of good human relations.
- 20.04 An employee who holds a continuing appointment and who is the successful candidate for a posted term vacancy within the bargaining unit will require the approval of their Department Head/Designate in order to transfer to that term position. If approval is granted, that employee's continuing appointment will be held for him/her for the duration of the term appointment. At the end of the term appointment, the employee shall revert to his/her regular position.

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

- 20.05 The successful applicant shall be placed on trial for a period of six (6) months from the time the new duties are assumed. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the six (6) month period. However, should there be indications that the employee may not be satisfactory in his/her new position, the employee will receive a written progress report at least one (1) month prior to the end of the trial period. Failure to provide such notification will mean that the employee is automatically confirmed in his/her new position. Should the successful applicant prove to be unsatisfactory during the aforementioned familiarization and training period, or if the employee wishes to revert after a minimum period of one (1) month or if the Employer, the Union and the employee agree that the employee should revert, he/she shall be returned to his/her former or equivalent position without loss of seniority and at his/her former rate. Any employee, promoted or transferred because of the re-arrangement of positions, shall also be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate. If an employee affected by such reversion has no former position to return to because of being a new hire then this employee will be 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 on the Human Resources website each unsuccessful applicant to a posted position will be notified in writing.
- 20.08 During the probationary or trial period a new employee shall be given the necessary instruction to become familiarized with the job content and their new work environment.

ARTICLE 21-HEALTH AND SAFETY

- 21.01 It is agreed that both parties hereto will participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.
- 21.02 The University's approach to health and safety matters is governed by the provisions of the Occupational Health and Safety Act of the Province of Ontario and its regulations. The Union will provide a representative on the Health and Safety Committees formed under 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.
- 21.03 The Employer agrees to recognize and deal with a return to work representative as designated by the Union.

- 21.04 The University will provide the employee and the Union with a copy of all forms completed as required in relation to a claim for benefits under the *Workplace Safety and Insurance Act, 1997*. **AGREED AT COMMON TABLE - MARCH 11, 2011**
- 21.05 **Domestic Violence:** The University acknowledges its obligation pursuant to the new Domestic Violence provisions under 32.0.4 of the *Occupational Health and Safety Act*.

ARTICLE 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 Employees who have been instructed by their Department to wear safety footwear will receive, on the presentation of a receipt, up to one hundred and twenty-five dollars (\$125) per calendar year toward the purchase of a pair of approved safety footwear. In a few cases, a work event may cause sufficient damage to a pair of boots to warrant replacement. Typically, these are one-time events, such as a chemical spill that damages a boot or a cut or puncture to a boot caused by an equipment failure of other extreme event. Daily wear and tear on the boot does not qualify the wearer for a replacement pair under this article until the next calendar year. The Department will inspect the damaged boots for a safety compromise then will authorize a second reimbursement, on the presentation of a receipt, up to one hundred and twenty-five dollars (\$125). Upon receiving such a payment the employee will not be eligible for any other safety footwear payments offered by the Employer.

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

- 22.03 The Department may require an employee to purchase safety lenses in his/her prescription glasses because of the nature of the position. In this case, the department will reimburse the employee to a maximum of one hundred and fifty dollars (\$150), once every two (2) years, for the replacement or repair of those prescription safety glasses.

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.

- 22.04 ~~Printing Services employees will receive three (3) sets of work clothing (shirts and trousers) each contract year.~~ **AGREED April 28, 2011**

ARTICLE 23-UNION MANAGEMENT COMMITTEE

23.01 It is agreed that a joint committee will be established with four (4) designated representatives from each of Union and Management. This Committee shall meet as required at a mutually convenient time and date. This Committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee is to promote and improve the performance of operations in which the parties are engaged. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

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

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

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

ARTICLE 24-DISCIPLINE

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

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

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

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

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

ARTICLE 25-POSITION DESCRIPTIONS, POSITION. EVALUATIONS AND SALARY ADMINISTRATION

- 25.01 A description of each position under the jurisdiction of the Union will be prepared and maintained by each department and submitted for evaluation as required.
- 25.02 Position descriptions will be typed on the standard form (see Appendix A). Individuals in the positions will be encouraged to participate in the preparation of the descriptions. Each description will be reviewed and signed by the employee, the immediate supervisor and the Department Head/Designate. The supervisor and the Department Head/Designate in approving the description agree that the position has been adequately described. The employee may agree or disagree that the description is accurate, but must sign the description to indicate that he/she has read it. The description must be sent to Human Resources within seven (7) days of the last signature being added to it. Copies of approved position descriptions will be sent to the Union Office by Human Resources at the time that they are being distributed to the members of the Joint Technical Position Evaluation Committee.
- 25.03 Position descriptions will be submitted to the Human Resources Department for evaluation by the Joint Technical Position Evaluation Committee:
- a) when the duties of a position change substantially as referred to in Article 4.03. Questions concerning the need for this action should be addressed by the Department Head/Designate, supervisor or employee to the Chairperson of the Joint Technical Position Evaluation Committee.
 - b) when a newly-created or substantially changed position is being posted for hiring. In this case a tentative position description will be submitted to the Chairperson of the Joint Technical Position Evaluation Committee who will determine an appropriate tentative salary range for hiring.
 - c) when a Department Head/Designate requests a re-evaluation on his/her own behalf or on that of a supervisor • or employee on the grounds of a conviction that an earlier evaluation was inappropriate.
 - d) at the beginning of the thirteenth (13th) month after the start date of any new appointment to a position in the bargaining unit or after a position comes under the jurisdiction of the bargaining unit.

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.

- 25.03 Effective January 1, 1985, in the case of a routine re-evaluation which results in a salary increase, the increase will be made effective as of the first of the month in which the last

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

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

Position Evaluation

- 25.06 Position descriptions will be evaluated by the Joint Technical Position Evaluation Committee. The Committee will include three (3) members elected or appointed by the Union, two (2) members appointed by the University and a representative from the Human Resources Department who shall be Chairperson.
- 25.07 The length of service on the Committee by a Union member will be three (3) years, with one (1) member being replaced at an interval of not less than every one (1) year.
- 25.08 Union members of the Committee will participate without loss of pay and the cost of any training will be borne by the University.
- 25.09 Upon completion of the evaluation of a position, the Committee will assign a point rating to the position using the 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. Evidence of previous employment may be requested from job applicants or present employees.
- 25.14 At the time of hiring into a position in the bargaining unit, new employees will be given salary credit for previous experience at the rate of a one-half (1/2) step per year of relevant experience outside Queen's (to a maximum of one (1) step) and minimum of one (1) step per year of relevant experience at Queen's.

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

- 25.15 No salary adjustment will take place to any point beyond the maximum of the range. This Article is not intended to limit annual scale increases.
- 25.16 Each employee will be informed of the salary range for his/her job and the number of points assigned to the job by the Joint Technical Position Evaluation Committee. Such information shall also be supplied to the Union.
- 25.17 General information about salary ranges including minimum and maximum for a specific job may be published by either party to this agreement. Each member of management will receive detailed salary information, concerning members of the bargaining unit for whom he/she is responsible and a general summary of salary information of the whole bargaining unit.

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

- 25.18 The range steps for each job shall be set out in Schedules "A", "B", "C" and "D" of this Agreement. Negotiated salary increases and increments shall be effective July 1 of each year. ~~or as otherwise specified in the Memorandum of Agreement.~~
- 25.19 **Year One**

Effective July 1, 2010 the following adjustment will be made in the order shown:

Range Maxima

All salary range maximums are 125% of the minimum.

Scale Increase

- (a) Salaries shall be increased by ~~3.4%~~ 1.25% except those which are above the range maxima. Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima. Each employee who was employed in the bargaining unit on July 1, 2010 and who remains employed in the bargaining unit on the date of ratification of this Agreement will receive a lump sum payment representing the above 1.25% increase to his/her regular earnings, less all applicable deductions.

The ~~2006/2007~~ 2009/2010 salary ranges shall be increased by ~~3.4%~~ 1.25%

- ~~a) Salaries shall be increased by 3.4% for all individuals with evaluation points of less than 314 points. Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.~~
- ~~b) Salaries shall be increased by 4.4% for all individuals with evaluation points equal to or greater than 314 points. Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.~~
- ~~c) The 2005/2006 salary ranges shall be increased by 3.4% for positions with evaluation points less than 314 points and by 4.4% for positions with evaluation points equal to or greater than 314 points.~~

25.20 Year Two

Effective July 1, ~~2007~~ 2011 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% of the minimum or to the maximum of his/her position, whichever is less.

Scale Increase

- (b) Salaries shall be increased by ~~3.4%~~ 2.00% except those which are above the range maxima. Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.

- (c) The ~~2006/2007~~ 2010/2011 salary ranges shall be increased by ~~3.4%~~ 2.00%.

25.21 Year Three

Effective July 1, ~~2008~~ 2012 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% of the minimum or to the maximum of his/her position, whichever is less.

Scale Increase

- b) Salaries shall be increased by ~~3.4%~~ 2.25% except those which are above the range maxima . Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.
- c) The ~~2007/2008~~ 2011/2012 salary ranges shall be increased by ~~3.4%~~ 2.25%.

25.22 Year Four

Effective July 1, ~~2009~~ 2013 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% of the minimum or to the maximum of his/her position, whichever is less.

Scale Increase

- b) Salaries shall be increased by ~~3.4%~~ 3.0%, except those which are above the ~~range maxima for all individuals with evaluation points of less than 314 points.~~ Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.
- ~~e) Salaries shall be increased by 4.4% for all individuals with evaluation points equal to or greater than 314 points. Salaries which are above the range maximums are red-circled and frozen until those salaries are in line with the range maxima.~~
- c) The ~~2008/2009~~ 2012/2013 salary ranges shall be increased by ~~3.4%~~ 3.0%. ~~for positions with evaluation points less than 314 points and by 4.4% for positions with evaluation points equal to or greater than 314 points.~~

25.23 Increase in the Minimum **AGREED April 28, 2011**

~~a) Effective July 1, 2006 after adjustments are made as described in Article 25.19, subsection b), the minimums and maximums will increase as indicated below:~~

~~i) For jobs with less than 314 points the adjustment will be 3.4%. The formula for calculating the minimums is to be:~~

$$\text{Evaluation points} \times \$64.07 + \$21,792.$$

~~ii) For jobs with 314 points or more the adjustment will be 4.4%. The formula for calculating the minimums is to be:~~

$$\text{Evaluation points} \times \$64.69 + \$22,002.$$

~~b) Effective July 1, 2007 after adjustments are made as described in Article 25.20, subsection b), the minimums and maximums will increase as indicated below:~~

~~i) For jobs with less than 314 points the adjustment will be 3.4%. The formula for calculating the minimums is to be: Evaluation points \times \$66.25 + \$22,533.~~

~~ii) For jobs with 314 points or more the adjustment will be 3.4%. The formula for calculating the minimums is to be: Evaluation points \times \$66.89 + \$22,750.~~

~~e) Effective July 1, 2008 after adjustments are made as described in Article 25.21, subsection b), the minimums and maximums will increase as indicated below:~~

~~i) For jobs with less than 314 points the adjustment will be 3.4%. The formula for calculating the minimums is to be: Evaluation points \times \$68.50 + \$23,299.~~

~~ii) For jobs with 314 points or more the adjustment will be 3.4%. The formula for calculating the minimums is to be: Evaluation points \times \$69.16 + \$23,524.~~

~~d) Effective July 1, 2009 after adjustments are made as described in Article 25.22, subsection b), the minimums and maximums will increase as indicated below:~~

~~i) For jobs with less than 314 points the adjustment will be 3.4%. The formula for calculating the minimums is to be: Evaluation points \times \$70.83 + \$24,091.~~

~~ii) For jobs with 314 points or more the adjustment will be 4.4%. The formula for calculating the minimums is to be: Evaluation points \times \$72.20 + \$24,559.~~

~~25.24 One-Time Lump Sum Payment~~ **AGREED April 28, 2011**

~~a) Effective July 1, 2006, each individual who is actively employed as of July 1, 2006, and whose evaluation points are less than 314 points, and whose salary is at the maximum for his/her position will receive a lump sum payment in the amount of \$300.00 (less deductions required by law).~~

~~25.24 b) Effective July 1, 2009, each individual who is actively employed as of July 1, 2009, and whose evaluation points are less than 314 points, and whose salary is at the maximum for his/her position will receive a lump sum payment in the amount of \$300.00 (less deductions required by law).~~

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

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

ARTICLE 26-TECHNOLOGICAL OR OTHER CHANGES

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

26.02 The Employer will notify the Union at least six (6) months before the introduction of any major technological change which will change the duties and the evaluation of the position held by any employee.

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

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

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

27.01 Tuition Assistance Program

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

- 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~~ DURATION OF AGREEMENT

- 28.01 This Agreement shall remain in full force and effect from July 1, ~~2006~~2010 to June 30, ~~2014~~2010.

Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 2010 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, 2010 this Agreement and all its terms with the exception of Article 6 will continue in force and effect until a new agreement is reached.

APPENDIX A—TECHNICIANS QUESTIONNAIRE

Queen's University - Technicians Position Description - Questionnaire

Field of Work: Name:

(electronics, machinist, etc.)

Department: Date:

Immediate Supervisor:

1. Give a short summary of the duties and responsibilities of your job.
2. To fulfil your duties what knowledge, skills and specialized techniques are required? How would each normally be acquired? How long would it take to become proficient in each of the areas of your work?
3. Is it necessary in this position to oversee the work or to instruct other staff? If so, what does this involve?
4. What other people must you deal with in this job and why (i.e., is there direct contact with students, teaching staff, other departments, people outside the university community)?
5. How is your work assigned to you and how closely is your work checked by someone else?
6. a) Are the sorts of problems encountered in this job usually covered by established procedures or do you frequently have to develop or invent solutions to problems yourself?
b) Are you involved in establishing standard procedures (give examples)?
7. a) What is the size of your department (i.e., no. of classes for which you are involved with labs, no. of students, no. of staff you might come in contact with, no. of technicians in department)?
b) What kind of equipment or material are you responsible for? Are you solely responsible for and what is its approximate value?
8. Give details of any unusual factors affecting this job, i.e. hazards, unusual working conditions, requirement for a high degree of manual dexterity, etc.

APPENDIX B-WEEKS OF SEVERANCE PAY ALLOWANCE

Chart A

Chart B

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

APPENDIX C-EMPLOYEE ASSISTANCE PROGRAM

C.U.P.E. Local 254 shall elect or appoint its representative to the joint E.A.P. administrative committee, established by the University, for the purposes of implementing and monitoring an Employee Assistance Program.

APPENDIX D-SELF-FUNDED LEAVE PLAN

General

1. Recent amendments to the Income Tax Act have allowed Queen's to establish a plan which will provide tax relief to Employees who wish to self fund a leave of absence.
2. This document describes the general terms, and administration of a self-funded leave plan. The precise terms and conditions governing the plan are set out in a formal agreement which the Employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this document or in the formal agreement with the Employee, conflicts with the Income Tax Act or any other legislation, that legislation shall take precedence.
3. The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the Staff Policy Manual for Support Staff, or the Collective Agreements between the University and its Bargaining Units.
4. Under this plan, a part of an Employee's *salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only 75% of his/her normal salary. The remaining 25% would be held in an interest-bearing trust for the Employee. In year four, the Employee would go on leave of absence and receive the amounts which has been set aside in the previous years. (The 75%/25% are used to illustrate how the program works.) The Employee has many options for the deferred amount and the length of the leave. Restrictions on length of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions*.
5. The tax advantage to this program is that the Employee may earn income in one year, but not pay tax on that income. until a subsequent year. Also, by receiving 75% of full-time salary for four years instead of 100% salary for three years, the Employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

Terms and Conditions

1. The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing the leave of absence, the Employee must return to the University for a period equal to or greater than the duration of the leave.
2. Deferral of salary may not exceed 33.33% of earned salary. The Employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the Employee. Interest, based on the Bank of Montreal Savings Account rate, will be paid to the Employee in a lump sum at the beginning of the leave period. The interest received is taxable and the amount will be reported to the individual's personal tax return for that year even though he/she has not

received payment. The amount of interest earned will be reported to the Employee on a T5 form each year.

3. The leave must be at least six (6) months, and no longer than one (1) year. The leave must start within six (6) years of the date of the first deferral.
4. During the years that an Employee is participating in the self-funded leave plan, 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.
7. It is expected that an individual will continue to be committed to his/her plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan prior to taking his/her leave of absence, provided that he/she notifies the Department Head/Designate and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the Employee upon withdrawal. Withdrawal from the plan does not prevent the Employee from entering a new plan at a later date.

Eligibility

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

Application Process

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

Other Matters

1. On return from leave, an Employee shall be assigned to the same position, or an alternative position mutually agreeable to the Employee and the University at the same level as that held prior to going on leave. An Employee participating in this plan shall not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the Employee to their former position or an alternate position after the completion of their leave.
2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.
3. If an individual becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.
4. Should an Employee die while participating in the plan, any balance in the Employee's account at the time of death shall be paid to the Employee's estate.
5. An Employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last five (5) years before retirement should take care to look into the implications of doing so.
6. Participation in the plan shall not enlarge or establish any rights to employment, with the University which the member did not formerly possess as an employee of the University.
7. No amendment to the plan initiated by the University shall operate to reduce the benefits accruing to Employees who are enrolled in the plan at the time of amendment.
8. This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human Resources. Questions regarding the Pension Plan should be addressed to Pensions, Investments and Insurance.

Regulations governing this plan are available on request.

This plan remains in effect from July 1, ~~2006~~ 2010 until June 30, 2014 ~~2010~~.

APPENDIX E-DENTAL PLAN

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

The following are covered under the plan: **AGREED April 28, 2011**

- 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
- anesthesia and sedative dressings
- endontic services (root canal therapy)
- periodontal services (treatment of gum disease)
- denture adjustments, repairs, relining and rebasing

~~This plan consists of a basic plan and~~ In addition to the above basic coverage, the plan includes a major restorative coverage plan at 75% co-insurance, with an annual maximum of \$3,000.00 per person. Details regarding which the procedures will be that are included in the major restorative coverage will be available in Human Resources.

The above plan ~~shall be amended to~~ includes 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. **AGREED April 28, 2011**

APPENDIX F-TUITION ASSISTANCE PROGRAM

Policy

The Tuition Assistance Program supports Queen's commitment to the development of employee skills and abilities. Departments are asked to endorse employees who wish to enrol in academic courses or attend training courses that will enhance their personal growth or ability to perform their duties.

The Tuition Assistance Program is divided into two (2) components - the Educational Development Fund which pays tuition fees for Queen's credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of \$400 per year) for work-related courses at other recognized educational institutions.

Procedures

Educational Development Fund (Queen's credit courses)

Eligibility

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

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more;
- members of C.U.P.E. Local 229, 254 and 1302;
- other employees (e.g., librarians, archivists) with continuing and term appointments of 40% time or more;
- 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). The individuals employed by these organizations are not Queen's employees.

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

Access

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

Fees for students in a graduate degree program are based on term fees and not by individual courses; therefore, payment of tuition fees to the maximum already noted will be waived for a graduate degree program. Any additional fees will be the responsibility of the individual employee. The assistance is limited to five (5) years of continuous registration for a master's degree program and seven years of continuous registration for a doctoral degree program. Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the employee at the time of registration.

While departments are encouraged to allow employees to attend training programs on work-time, the University recognizes that operational requirements must also be met. Therefore, subject to the approval of the department head, employees (continuing and term) may have a maximum of three (3) hours of release time from work per week to attend classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the department head. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

For contract employees, time taken for courses during normal working hours (to the maximum of three (3) hours per week) shall be made up at times agreeable to the P.I., unless this requirement is waived by the P.I. (e.g., because the course is directly job-related).

Tuition Assistance Tracking System

A tuition assistance tracking system will be established for each eligible employee. This tracking system will contain a dollar amount equal to five (5) full-credit undergraduate Arts & Science courses (based on the fee schedule for Canadian students) times the percentage of the employee's appointment. When an employee accesses the Educational Development Fund, their record in the tuition assistance tracking system will be reduced until it reaches a zero balance. Once an employee's record reaches zero, s/he will be fully responsible for paying any further tuition fees, at the time of registration. If an employee drops a course, their record in the tracking system will be reduced by the course fee, in line with the University's drop policy. If an employee fails a course, the full tuition fee will be deducted from their record. The employee will not be required to pay any course fees for dropped or failed courses unless their record in the tracking system is at zero.

Records in the tuition assistance tracking system will be refreshed each September.

An employee may not transfer or carry forward any unused amounts in his/her record, nor borrow against the next year's amount. Transfer of amounts from one employee to another is also not permitted.

Enrollment

- In order to have payment of tuition fees waived, employees will require an authorized Tuition Fee Waiver form. This can be obtained from ~~the Employee Development Unit in~~ Human Resources. **AGREED April 28, 2011**
- The same application/registration procedure is required of employees as for any other student.
- Obtain the application/registration materials from the appropriate Faculty office.
- Hand in the completed registration form to the appropriate Faculty office, which will authorize and forward it to the Registrar's Office. Attach your Tuition Fee Waiver form to your registration form. Please note that you will be required to pay your tuition fee if you do not have a completed Tuition Fee Waiver form.
- Early application/registration is advisable.

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

Exclusions

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

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

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

Other

All admission and registration requirements are the same as those for regular students. In addition, staff are subject to the same academic and fee assessment criteria as outlined in the Faculty calendars.

Questions regarding the Educational Development Fund should be directed to ~~the Employee Development Unit in~~ Human Resources. **AGREED April 28, 2011**

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 which is directly related to the employee's present job and which is not offered at any other time.

Reimbursement

To receive reimbursement, eligible employees will advise the ~~Coordinator, Employee Development~~ Learning and Development Specialist of their course selections, and submit copies of their registration forms accompanied by original receipts by the following deadlines:

AGREED April 28, 2011

- Fall term courses - September 30th
- Winter term courses - January 31st
- Spring term courses - May 31st

The ~~Coordinator, Employee Development~~ Learning and Development Specialist will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration. **AGREED April 28, 2011**

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~~ Learning and Development Specialist to obtain reimbursement of the tuition fees. **AGREED April 28, 2011**

APPENDIX G-CHILD CARE BENEFIT PLAN

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 has been continuously employed for at least one year and who holds a current continuing appointment, a current continuing term appointment or current term appointment, or is on a leave from one of those appointments in accordance with Articles 15.09, 15.10, 15.11 or 15.12, or is in receipt of Long Term Disability or ~~WSIB~~ Workers' Compensation benefits. **AGREED April 28, 2011**

Plan:

- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.
- The maximum half-day reimbursement will be \$15.00 per day. A half-day is defined as a minimum of four hours and less than 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 \$30.00 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.
- If a monthly rate was paid, maximum reimbursement for half day attendance will be \$330.00 or full day attendance will be \$660.00.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- Reimbursement will only be made if the child care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care.
- If an employee as defined in Item 1 dies while in service to the University his/her child or children are eligible for coverage under this plan. The payment under this plan will be made to the surviving parent or legal guardian of the child or children for the period the child or children meet the requirements outlined in this plan.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.

- The plan maximum of \$3000.00 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 \$3000.00). There is no carry-over provision if the \$3000.00 is not used per year.
- Human Resources will provide a preliminary summary report to the President or designate, CUPE Local 254 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
- Eligible dependent children are natural, step, common-law, adopted children or wards under the age of seven.
- This is a taxable benefit.
- This plan does not cover School Age programs provided by child care facilities.
- Effective January 1, 2007 this program will include before and/or after school programs and school professional activity days as defined under Appendix G1.
- The nominal value of the fund established for this plan is \$20,000. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Tuition Support Plan (CUPE Local 254) as requested by the President or designate, CUPE Local 254 no later than April 15th. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims.
- The funds available for this plan will be reviewed annually prior to payment to ensure appropriate distribution and allocation of all funds.

APPENDIX G1-CHILD CARE BENEFIT PLAN

Effective (January 1, 2007)

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

Eligibility:

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

Plan:

- Claims paid under Appendix G1 are funded from the Child Care Benefit Plan Fund as described in Appendix G.
- Reimbursements are limited to 50% of the rate paid. Employees are required to submit proof of payment for the benefit year. Applications are to be submitted between January 1 and March 31 following the year the expenses were incurred. All documentation must be received in Human Resources by March 31.
- The daily maximum reimbursement for before, after, or both before and after school programs will be \$5.00.
- If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.
- The daily maximum reimbursement for professional activity days will be \$5.00.
- Reimbursement will be made only for the child care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.
- There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per child will be reimbursed by the University.
- Claims made under both Appendix G and Appendix G1 for the same child will have a combined maximum of \$3000 per child. Any amount payable under the plan will be prorated based on the employee's appointment if it is less than full-time (eg. 80% time appointment, 80% of \$3000). There is no carry-over provision if the \$3000 is not used per year.
- Eligible dependent children are natural, step, common-law, adopted children, or wards under the age of twelve.
- This is a taxable benefit.

APPENDIX H-TUITION SUPPORT PLAN

~~Effective July 1, 2009, the nominal value of the fund established for this plan will increase to \$60,000.~~ **AGREED April 28, 2011**

Eligibility:

A employee as defined in Item 1 below, who has a spouse/partner and any dependent children (under the age of 25 years) is eligible for tuition support payments through this plan.

1. A member of CUPE Local 254 who has been continuously employed for at least one year and who holds a current continuing appointment, a current continuing term appointment or current term appointment, or is on a leave from one of those appointments in accordance with Articles 15.09, 15.10, 15.11 or 15.12, or is in receipt of Long Term Disability or ~~WSIB~~ Workers' Compensation benefits. **AGREED April 28, 2011**

Plan:

- A. The support allowance can be applied to full-time or part-time undergraduate, other recognized university or college (as defined below). The maximum allowance under this plan is \$4000 per academic year, per student. If a student has full-time student status the benefit will not be prorated based on course load. In the case of students in a part-time program, the payment will be prorated to the number of courses required for the full-time programs at that institution. Employees who work less than full-time will have their allowance prorated to reflect the same percentage as time worked (eg. 80% time appointment, 80% of \$4000).
- B. To be eligible, the student must meet the admission requirements of the program and maintain academic standing at the institution that they are registered.
- C. If an employee as defined in Item 1 dies while in service to the University his/her spouse is eligible for this benefit for the first five (5) years following the death of the member and his/her dependent children are eligible as defined below.
- D. Allowances will be made in two. An initial instalment will be made upon confirmation of registration for the fall term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed \$2000 per student. A second and final instalment will be made upon confirmation of registration for the winter term and once the balance of the fund has been calculated and prorated among the number of applications if applicable. This sum shall not exceed \$2000 per student. Students will be required to provide proof of continuing academic standing at their institution for all academic terms.
- E. Students who are attending an institution where the first term begins during Queen's winter term will receive the calculated amount for the first instalment (to a maximum of \$2000) for this term. The amount paid for the second term would be the amount calculated for the Queen's winter term (up to a maximum of \$2000) to be paid during the

next Queen's fall term. These applications should be submitted manually by contacting Human Resources directly.

- F. Claimants will provide any and all documentation as required to administer this plan.
- G. There are a number of similar plans with different employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this plan or under a separate plan, only one claim per dependent/child will be reimbursed by the University.
- H. All documentation must be received by the Office of the University Registrar by November 30 for the fall term and by March 31 for the winter term.
- I. Human Resources will provide a preliminary summary report to the President or designate, CUPS Local 254 by April 10th, detailing the names of the applicants, the amounts approved, and in the case of a rejected application, the basis upon which the application was denied.
- J. This is a taxable benefit.
- K. The nominal value of the fund established for this plan is ~~\$55,000~~ \$60,000.00. Effective July 1, 2011 the nominal value of the fund established for this plan will increase to \$80,000.00. Effective July 1, 2012 the nominal value of the fund established for this plan will increase to \$90,000.00. Effective July 1, 2013 the nominal value of the fund established for this plan will increase to \$100,000.00. In the event that the value of the eligible claims is less than the total amount available then the surplus will be carried forward to the next year or transferred in whole or in part to the Child Care Support Plan (CUPE Local 254) as requested by the President or designate, CUPE Local 254 no later than April 15th. Should the eligible claims exceed the total amount available per year then the fund will be reviewed and amounts will be prorated based on the number of eligible claims.
- L. The funds available for this plan will be reviewed prior to fall and winter payments to ensure appropriate distribution and allocation of all funds.

Definitions:

- **Dependent children:** natural, step, common law, adopted children, or wards under the age of 25 prior to September 1 in the year of application will be eligible to apply for fall and winter reimbursement.
- **Spouse/partner:** a legal spouse, or common law spouse or partner.
- **Fall Term:** This period covers September through December; courses taken during this period shall not exceed the maximum allowance of \$2000 per student.
- **Winter Term:** This period covers January through April, courses taken during this period shall not exceed the maximum allowance of \$2000 per student.

- **Full-time Student Status:** Full-time status as defined by the attending institution.
- **Prorated allowance (available funds):** Payment is prorated among the number of applications and available funds.
- **Prorated allowance (course load):** Is payment made for students in a part-time program; percentage of course load is determined by the attending institution. (eg 80% course load = 80% of allowance).
- **Prorated allowance (employees who work less than full-time):** Payment is prorated to reflect the same percentage as time worked. (eg 80% time appointment = 80% of allowance).
- **Recognized university or college is an institution that:** In Canada is a member of, or eligible for membership in, the AUCC or ACCC, and in the United States conforms to the various general guidelines of accreditation used by American universities and colleges and outside Canada and the United States the recognized accrediting body, if any. Where i) students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or ii) where students undertake study in discernibly high quality non-university or college based programs, students will apply on a case by case basis to the Office of the University Registrar.

SCHEDULE A
Technician Union Salary Ranges
July 1, 2006- June 30, 2007

Position	Title	Eval Date	Eval Pts	MIN	MAX	Range Step
Anatomy and Cell Biology						
02323	Gross Anatomy Technician	27-Oct-03	228	36,400	45,500	1,056
10320	Senior Anatomy Technician	24-Oct-05	382	46,714	58,392	1,342
Animal Care Service						
02853	Animal Care Helper .	2-Mar-06	109	28,776	35,970	835
26002	Animal Care Helper	12-Apr-05	109	28,776	35,970	835
18068	Animal Care Helper	31-May-06	124	29,737	37,171	863
18454	Animal Care Helper	31-May-06	124	29,737	37,171	863
02850	Animal Care Technician	22-Apr-03	218	35,759	44,699	1,037
02853	Animal Care Technician	24-Oct-05	218	35,759	44,699	1,037
02855	Animal Care Technician	2-Mar-06	218	35,759	44,699	1,037
02855	Animal Care Technician	24-Oct-05	218	35,759	44,699	1,037
24043	Animal Care Technician	24-Oct-05	218	35,759	44,699	1,037
26342	Animal Care Technician	12-Aug-05	218	35,759	44,699	1,037
26343	Animal Care Technician	12-Aug-05	218	35,759	44,699	1,037
02854	Laboratory Animal Care Technician	18-Oct-05	233	36,720	45,900	1,065
02852	Laboratory Animal Care Technician	24-Oct-05	268	38,963	48,703	1,130
02851	Laboratory Animal Care Technician*	22-Apr-03	291	41,526	51,907	1,205
Biochemistry						
18526	Laboratory Technician	20-Jul-04	153	31,595	39,493	917
02400	Senior Laboratory Technician	2-Nov-05	353	44,838	56,047	1,288
Biology						
	Technician**	17-Jan-04	233	36,720	45,900	1,065
	Undergraduate Teaching Lab					
09521	Instructor**	17-Jan-04	332	43,479	54,349	1,249
Chemical Engineering						
03019	Chemical Technologist	7-May-03	314	42,315	52,893	1,216

Chemistry

	Electronics Technologist	10-May-99	275	39,411	49,264	1,143
01120	Chemistry Technician	14-Dec-94	314	42,315	52,893	1,216
01123	Chemistry Technician/Mass	1-Mar-95	314	42,315	52,893	1,216
01117	Chemistry Technologist	28-Sep-99	314	42,315	52,893	1,216
26296	Chemistry Technologist	27-Jul-05	314	42,315	52,893	1,216
01126	Lead-Hand/NMR Specialist	25-Feb-98	342	44,126	55,157	1,268

Civil Engineering

23310	General Technician**	17-Jan-04	223	36,080	45,100	1,047
03059	Welder/Technician**	17-Jan-04	282	39,860	49,825	1,156
23836	Civil Technologist	24-Oct-05	314	42,315	52,893	1,216
20830	Environmental Engineering	17-Jan-04	314	42,315	52,893	1,216
03056	Instrumentation/Electronics	15-Apr-02	314	42,315	52,893	1,216
03061	Computing Systems Technologist	12-Feb-01	332	43,479	54,349	1,249

Electrical and Computer Engineering

03118	Electrical Technologist	15-Apr-03	314	42,315	52,893	1,216
20934	Electronics Technologist**	17-Jan-04	314	42,315	52,893	1,216
03119	Computing Engineering	17-Jan-04	323	42,897	53,621	1,233
08995	Computing Engineering Technologist**	17-Jan-04	323	42,897	53,621	1,233
12317	Computing Systems Specialist**	17-Jan-04	393	47,425	59,281	1,363

Environmental Health and Safety

24640	Junior Safety Technician	2-Nov-05	223	36,080	45,100	1,047
	Safety Technician, Fire	30-Apr-97	282	39,860	49,825	1,156
09499	Fire Safety Coordinator	30-Apr-97	291	40,436	50,545	1,173
	Safety Technician, Hazardous	15-Jun-06	323	42,897	53,621	1,233
20968	Materials & Industrial Hygiene					

Faculty of Applied Science

22829	Computing Technologist	26-Sep-01	314	42,315	52,893	1,216
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Faculty of Education

04334	Educational Resources Technician	29-Jun-92	323	42,897	53,621	1,233
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Faculty of Health Sciences

10084	Building Operations Assistant	3-Nov-05	186	33,709	42,136	978
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Film Studies

01359	Senior Film & Video Technician	18-May-06	275	39,411	49,264	1,143
		30-Mar-00	332	43,479	54,349	1,249

Geological Sciences and Geological Engineering

01526	Polished Section Technician	8-Jun-93	233	36,720	45,900	1,065
01524	Technician, Analytical Chemistry	27-Nov-91	314	42,315	52,893	1,216
10000	Computing Systems Technologist Electron Microprobe and Probe	20-Jun-02	332	43,479	54,349	1,249
01531		1-Dec-87	353	44,838	56,047	1,288
08906	Curator	15-Apr-92	372	46,067	57,583	1,324

Graphic Design Services

09229	Desktop Publishing Technician*	3-Nov-06	208	36,080	45,100	1,047
11508	Senior Graphic Designer	3-Nov-06	314	42,315	52,893	1,216
21505	Senior Graphic Designer	3-Nov-06	314	42,315	52,893	1,216

Integrated Learning Centre

24193	Electro-Mechanical Technologist	15-Jun-06	314	42,315	52,893	1,216
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ITS - Campus Telecommunications and

Network Communications		2-Oct-02	314	42,315	52,893	1,216
Network Communications		9-Dec-04	314	42,315	52,893	1,216
Network Communications		9-Dec-04	314	42,315	52,893	1,216
Network Communications		9-Dec-04	314	42,315	52,893	1,216
09244	Senior Technician	22-May-91	332	43,479	54,349	1,249

ITS - Classroom Presentation Technology

21213	Electronics Technician	3-Nov-06	233	36,720	45,900	1,065
11346	Electronics Technician	22-May-91	256	38,194	47,742	1,108
09247	Electronics Technologist	22-May-91	314	42,315	52,893	1,216

ITS - Computer Operators

04887	Computer Operator	28-Sep-94	223	36,080	45,100	1,047
04888	Computer Operator	26-Sep-94	223	36,080	45,100	1,047
04898	Computer Operator	28-Sep-94	223	36,080	45,100	1,047
04904	Computer Operator	28-Sep-94	223	36,080	45,100	1,047
04906	Computer Operator	8-Apr-98	223	36,080	45,100	1,047

ITS - Microcomputer Repair

19310	Electronics Technician	23-Jan-02	252	37,938	47,422	1,101
11423	Electronics Technologist	27-May-98	314	42,315	52,893	1,216
12754	Electronics Technologist	28-Mar-05	314	42,315	52,893	1,216
22326	Electronics Technologist, Micro Computer Repair	28-May-03	314	42,315	52,893	1,216

ITS - Video & Multimedia Presentations

04968	Electronics Technician**	17-Jan-04	261	38,514	48,143	1,117
04967	Assistant Production Director	24-Nov-97	275	39,411	49,264	1,143

04969	Production Director	27-Oct-97	323	42,897	53,621	1,233
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Mechanical and Materials Engineering

25256	Junior Machinist	30-Nov-05	233	36,720	45,900	1,065
03163	Electronics Technician	22-Apr-03	323	42,897	53,621	1,233
03191	Machinist Technician	18-Jan-06	323	42,897	53,621	1,233
03167	Mechanical Technician	28-Apr-03	323	42,897	53,621	1,233
11467	Welder/Fabricator Technician	30-Nov-05	323	42,897	53,621	1,233
03083	Computer Systems Technologist	6-Jun-01	332	43,479	54,349	1,249
03165	Senior Machinist Tool/Lab Technician	30-Nov-05	342	44,126	55,157	1,268

Microbiology and Immunology

02356	Glass Washer*	15-Sep-98	113	31,082	38,853	902
23823	Laboratory Technician	3-Nov-05	194	34,222	42,777	993
02355	Laboratory Technician	2-Oct-96	372	46,067	57,583	1,324

Mining Engineering

		8-Mar-02	314	42,315	52,893	1,216
03217	Mineral Extraction Technician					

Modern Language Laboratory

		11-Apr-97	223	36,080	45,100.	1,047
02103	Language Lab Technician					

Office of the University Veterinarian

		2-Nov-01	314	42,315	52,893	1,216
23900	Veterinary Technician					

Pathology and Molecular Medicine

02594	Laboratory Technician*	15-Jun-06	261	38,963	48,703	1,130
02593	Laboratory Technologist	9-Apr-03	372	46,067	57,583	1,324

Pharmacology and Toxicology

02649	Laboratory Technician	3-Nov-05	282	39,860	49,825	1,156
19184	Laboratory Technician	30-Apr-97	314	42,315	52,893	1,216

Physics

	Storeskeeper/Cryogenics Technician	10-Feb-93	228	36,400	45,500	1,056
01852	Departmental Technician	29-Sep-99	282	39,860	49,825	1,156
01851	Electronics Technician	31-Aug-94	282	39,860	49,825	1,156
01850	Electronics Technologist	30-Oct-01	314	42,315	52,893	1,216
13408	Electronics Technologist	2-Oct-96	314	42,315	52,893	1,216
01854	Chief Technologist	20-May-92	372	46,067	57,583	1,324
18400	Instrument Maker	23-Jun-03	372	46,067	57,583	1,324

Physiology

	Laboratory Technician	30-Apr-97	314	42,315	52,893	1,216
02688	Laboratory Technician	1-Jun-05	353	44,838	56,047	1,288

Printing Services

18760	Bindery Technician	7-Nov-00	190	33,965	42,457	985
26842	Bindery Technician	10-Feb-06	190	33,965	42,457	985
23845	Printing Press Operator	17-Feb-06	199	34,542	43,177	1,002
23113	Printing Technician	5-Feb-02	214	35,503	44,379	1,030
09218	Printing Press Operator	8-Mar-04	233	36,720	45,900	1,065

09221	Docutech Operator	25-Feb-98	240	37,169	46,461	1,078
23007	Printing Technician**	17-Jan-04	240	37,169	46,461	1,078
09224	Senior Press Operator	27-Feb-06	268	38,963	48,703	1,130

Psychology

11892	General Technician	13-Dec-02	165	32,364	40,454	939
02026	Graphics/Photography Technician	3-Nov-06	282	39,860	49,825	1,156
02027	Electronics Technologist	10-Oct-01	323	42,897	53,621	1,233

School of Kinesiology and Health Studies

		15-Mar-04	323	42,897	53,621	1,233
01783	Electronics Technologist					

School of Music

		15-Jun-06	223	36,080	45,100	1,047
12833	Audio-Visual/Instruments Technician					

***Reflecting pay equity adjustments**

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

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2006.

SCHEDULE B
Technician Union Salary Ranges
July 1, 2007- June 30, 2008

Position	Title	Eval Date	Eval Pts	MIN	MAX	Range Step
Anatomy and Cell Biology						
02323	Gross Anatomy Technician	27-Oct-03	228	37,638	47,048	1,092
10320	Senior Anatomy Technician	24-Oct-05	382	48,302	60,378	1,401
Animal Care Service						
02853	Animal Care Helper	2-Mar-06	109	29,754	37,193	863
26002	Animal Care Helper	12-Apr-05	109	29,754	37,193	863
18068	Animal Care Helper	31-May-06	124	30,748	38,435	892
18454	Animal Care Helper	31-May-06	124	30,748	38,435	892
02850	Animal Care Technician	22-Apr-03	218	36,976	46,220	1,073
02853	Animal Care Technician	24-Oct-05	218	36,976	46,220	1,073
02855	Animal Care Technician	2-Mar-06	218	36,976	46,220	1,073
02855	Animal Care Technician	24-Oct-05	218	36,976	46,220	1,073
24043	Animal Care Technician	24-Oct-05	218	36,976	46,220	1,073
26342	Animal Care Technician	12-Aug-05	218	36,976	46,220	1,073
26343	Animal Care Technician	12-Aug-05	218	36,976	46,220	1,073
02854	Laboratory Animal Care Technician	18-Oct-05	233	37,969	47,461	1,102
02852	Laboratory Animal Care Technician	24-Oct-05	268	40,288	50,360	1,169
02851	Laboratory Animal Care Technician*	22-Apr-03	291	42,938	53,673	1,246
Biochemistry						
18526	Laboratory Technician	20-Jul-04	153	32,669	40,836	948
02400	Senior Laboratory Technician	2-Nov-05	353	46,362	57,953	1,345
Biology						
	Technician** Undergraduate Teaching Lab	17-Jan-04	233	37,969	47,461	1,102
09521		17-Jan-04	332	44,957	56,196	1,304
Chemical Engineering						
03019	Chemical Technologist	7-May-03	314	43,753	54,691	1,269
Chemistry						
	Electronics Technologist	10-May-99	275	40,752	50,940	1,182
01120	Chemistry Technician Chemistry Technician/Mass	14-Dec-94	314	43,753	54,691	1,269
01123		1-Mar-95	314	43,753	54,691	1,269
01117	Chemistry Technologist	28-Sep-99	314	43,753	54,691	1,269
26296	Chemistry Technologist	27-Jul-05	314	43,753	54,691	1,269
01126	Lead-Hand/NMR Specialist	25-Feb-98	342	45,626	57,033	1,324

Civil Engineering						
23310	General Technician**	17-Jan-04	223	37,307	46,634	1,082
03059	Welder/Technician**	17-Jan-04	282	41,216	51,520	1,196
23836	Civil Technologist	24-Oct-05	314	43,753	54,691	1,269
	Environmental Engineering					
20830		17-Jan-04	314	43,753	54,691	1,269
03056	Instrumentation/Electronics Technologist	15-Apr-02	314	43,753	54,691	1,269
03061	Computing Systems Technologist	12-Feb-01	332	44,957	56,196	1,304
Electrical and Computer Engineering						
03118	Electrical Technologist	15-Apr-03	314	43,753	54,691	1,269
20934	Electronics Technologist**	17-Jan-04	314	43,753	54,691	1,269
03119	Computing Engineering Technologist**	17-Jan-04	323	44,355	55,444	1,287
08995	Computing Engineering Technologist**	17-Jan-04	323	44,355	55,444	1,287
12317	Computing Systems Specialist**	17-Jan-04	393	49,038	61,298	1,423
Environmental Health and Safety						
24640	Junior Safety Technician	2-Nov-05	223	37,307	46,634	1,082
	Safety Technician, Fire					
		30-Apr-97	282	41,216	51,520	1,196
09499	Fire Safety Coordinator	30-Apr-97	291	41,812	52,265	1,213
	Safety Technician, Hazardous Materials					
		15-Jun-06	323	44,355	55,444	1,287
20968	& Industrial Hygiene					
Faculty of Applied Science						
		26-Sep-01	314	43,753	54,691	1,269
22829	Computing Technologist					
Faculty of Education						
		29-Jun-92	323	44,355	55,444	1,287
04334	Educational Resources Technician					
Faculty of Health Sciences						
10084	Building Operations Assistant	3-Nov-05	186	34,856	43,570	1,011
Film Studies						
		18-May-06	275	40,752	50,940	1,182
01359	Senior Film & Video Technician	30-Mar-00	332	44,957	56,196	1,304
Geological Sciences and Geological Engineering						
		8-Jun-93	233	37,969	47,461	1,102
01524	Technician, Analytical Chemistry	27-Nov-91	314	43,753	54,691	1,269
10000	Computing Systems Technologist	20-Jun-02	332	44,957	56,196	1,304
01531	Computer Technologist	1-Dec-87	353	46,362	57,953	1,345
08906	Curator	15-Apr-92	372	47,633	59,541	1,382
Graphic Design Services						
09229	Desktop Publishing Technician*	3-Nov-06	208	37,307	46,634	1,082
11508	Senior Graphic Designer	3-Nov-06	314	43,753	54,691	1,269
21505	Senior Graphic Designer	3-Nov-06	314	43,753	54,691	1,269

Integrated Learning Centre

24193	Electro-Mechanical Technologist	15-Jun-06	314	43,753	54,691	1,269
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ITS - Campus Telecommunications and Networks

10076	Network Communications Technologist	2-Oct-02	314	43,753	54,691	1,269
13006	Network Communications Technologist	9-Dec-04	314	43,753	54,691	1,269
17215	Network Communications Technologist	9-Dec-04	314	43,753	54,691	1,269
19663	Network Communications Technologist	9-Dec-04	314	43,753	54,691	1,269
09244	Senior Technician	22-May-91	332	44,957	56,196	1,304

ITS - Classroom Presentation Technology

21213	Electronics Technician	3-Nov-06	233	37,969	47,461	1,102
11346	Electronics Technician	22-May-91	256	39,493	49,366	1,146
09247	Electronics Technologist	22-May-91	314	43,753	54,691	1,269

ITS - Computer Operators

04887	Computer Operator	28-Sep-94	223	37,307	46,634	1,082
04888	Computer Operator	26-Sep-94	223	37,307	46,634	1,082
04898	Computer Operator	28-Sep-94	223	37,307	46,634	1,082
04904	Computer Operator	28-Sep-94	223	37,307	46,634	1,082
04906	Computer Operator	8-Apr-98	223	37,307	46,634	1,082

ITS - Microcomputer Repair

19310	Electronics Technician	23-Jan-02	252	39,228	49,035	1,138
11423	Electronics Technologist	27-May-98	314	43,753	54,691	1,269
12754	Electronics Technologist	28-Mar-05	314	43,753	54,691	1,269
22326	Computer Repair	28-May-03	314	43,753	54,691	1,269

ITS - Video & Multimedia Presentations

04967	Assistant Production Director	24-Nov-97	275	40,752	50,940	1,182
04968	Electronics Technician**	17-Jan-04	261	39,824	49,780	1,155
04969	Production Director	27-Oct-97	323	44,355	55,444	1,287

Mechanical and Materials Engineering

25256	Junior Machinist	30-Nov-05	233	37,969	47,461	1,102
03163	Electronics Technician	22-Apr-03	323	44,355	55,444	1,287
03191	Machinist Technician	18-Jan-06	323	44,355	55,444	1,287
03167	Mechanical Technician	28-Apr-03	323	44,355	55,444	1,287
11467	Welder/Fabricator Technician	30-Nov-05	323	44,355	55,444	1,287
03083	Computer Systems Technologist	6-Jun-01	2	44,957	56,196	1,304
03165	Senior Machinist Tool/Lab Technician	30-Nov-05	342	45,626	57,033	1,324

Microbiology and Immunology

02356	Glass Washer*	15-Sep-98	113	32,139	40,174	932
23823	Laboratory Technician	3-Nov-05	194	35,386	44,233	1,027
02355	Laboratory Technician	2-Oct-96	372	47,633	59,541	1,382

Mining Engineering

03217	Mineral Extraction Technician	8-Mar-02	314	43,753	54,691	1,269
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Modern Language Laboratory						
		11-Apr-97	223	37,307	46,634	1,082
02103	Language Lab Technician					
Office of the University Veterinarian						
		2-Nov-01	314	43,753	54,691	1,269
23900	Veterinary Technician					
Pathology and Molecular Medicine						
02594	Laboratory Technician*	15-Jun-06	261	40,288	50,360	1,169
02593	Laboratory Technologist	9-Apr-03	372	47,633	59,541	1,382
Pharmacology and Toxicology						
02649	Laboratory Technician	3-Nov-05	282	41,216	51,520	1,196
19184	Laboratory Technician	30-Apr-97	314	43,753	54,691	1,269
Physics						
	Storeskeeper/Cryogenics Technician	10-Feb-93	228	37,638	47,048	1,092
01852	Departmental Technician	29-Sep-99	282	41,216	51,520	1,196
01851	Electronics Technician	31-Aug-94	282	41,216	51,520	1,196
01850	Electronics Technologist	30-Oct-01	314	43,753	54,691	1,269
13408	Electronics Technologist	2-Oct-96	314	43,753	54,691	1,269
01854	Chief Technologist	20-May-92	372	47,633	59,541	1,382
18400	Instrument Maker	23-Jun-03	372	47,633	59,541	1,382
Physiology						
	Laboratory Technician	30-Apr-97	314	43,753	54,691	1,269
02688	Laboratory Technician	1-Jun-05	353	46,362	57,953	1,345
Printing Services						
18760	Bindery Technician	7-Nov-00	190	35,121	43,901	1,019
26842	Bindery Technician	10-Feb-06	190	35,121	43,901	1,019
23845	Printing Press Operator	17-Feb-06	199	35,717	44,646	1,036
23113	Printing Technician	5-Feb-02	214	36,711	45,889	1,065
09218	Printing Press Operator	8-Mar-04	233	37,969	47,461	1,102
09221	Docutech Operator	25-Feb-98	240	38,433	48,041	1,115
23007	Printing Technician**	17-Jan-04	240	38,433	48,041	1,115
09224	Senior Press Operator	27-Feb-06	268	40,288	50,360	1,169
Psychology						
	General Technician	13-Dec-02	165	33,464	41,830	971
02026	Graphics/Photography Technician	3-Nov-06	282	41,216	51,520	1,196
02027	Electronics Technologist	10-Oct-01	323	44,355	55,444	1,287
School of Kinesiology and Health Studies						
		15-Mar-04	323	44,355	55,444	1,287
01783	Electronics Technologist					
School of Music						
		15-Jun-06	223	37,307	46,634	1,082

*Reflecting pay equity adjustments

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

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2006.

SCHEDULE C
Technician Union Salary Ranges
July 1, 2008- June 30, 2009

Position	Title	Eval Date	Eval Pts	MIN	MAX	Range
Anatomy and Cell Biology						
02323	Gross Anatomy Technician	27-Oct-03	228	38,917	48,646	1,129
10320	Senior Anatomy Technician	24-Oct-05	382	49,943	62,429	1,449
Animal Care Service						
02853	Animal Care Helper	2-Mar-06	109	30,766	38,458	893
26002	Animal Care Helper	12-Apr-05	109	30,766	38,458	893
18068	Animal Care Helper	31-May-06	124	31,793	39,741	922
18454	Animal Care Helper	31-May-06	124	31,793	39,741	922
02850	Animal Care Technician	22-Apr-03	218	38,232	47,790	1,109
02853	Animal Care Technician	24-Oct-05	218	38,232	47,790	1,109
02855	Animal Care Technician	2-Mar-06	218	38,232	47,790	1,109
02855	Animal Care Technician	24-Oct-05	218	38,232	47,790	1,109
24043	Animal Care Technician	24-Oct-05	218	38,232	47,790	1,109
26342	Animal Care Technician	12-Aug-05	218	38,232	47,790	1,109
26343	Animal Care Technician	12-Aug-05	218	38,232	47,790	1,109
02854	Laboratory Animal Care Technician	18-Oct-05	233	39,260	49,075	1,139
02852	Laboratory Animal Care Technician	24-Oct-05	268	41,657	52,071	1,209
02851	Laboratory Animal Care Technician*	22-Apr-03	291	44,397	55,496	1,288
Biochemistry						
18526	Laboratory Technician	20-Jul-04	153	33,780	42,225	980
02400	Senior Laboratory Technician	2-Nov-05	353	47,937	59,921	1,391
Biology						
	Technician**	17-Jan-04	233	39,260	49,075	1,139
	Undergraduate Teaching Lab					
09521		17-Jan-04	332	46,485	58,106	1,349
	Instructor**					
Chemical Engineering						
		7-May-03	314	45,240	56,550	1,313
Chemistry						
01110	Electronics Technologist	10-May-99	275	42,137	52,671	1,223
01120	Chemistry Technician	14-Dec-94	314	45,240	56,550	1,313
01123	Spectrometer Operator	1-Mar-95	314	45,240	56,550	1,313
01117	Chemistry Technologist	28-Sep-99	314	45,240	56,550	1,313
26296	Chemistry Technologist	27-Jul-05	314	45,240	56,550	1,313
01126	Lead-Hand/NMR Specialist	25-Feb-98	342	47,177	58,971	1,369

Civil Engineering						
	General Technician**	17-Jan-04	223	38,575	48,219	1,119
	Welder/Technician**	17-Jan-04	282	42,616	53,270	1,236
	Civil Technologist	24-Oct-05	314	45,240	56,550	1,313
	Technologist**	17-Jan-04	314	45,240	56,550	1,313
	Instrumentation/Electronics Technologist	15-Apr-02	314	45,240	56,550	1,313
	Computing Systems Technologist	12-Feb-01	332	46,485	58,106	1,349
Electrical and Computer Engineering						
	Electrical Technologist	15-Apr-03	314	45,240	56,550	1,313
	Electronics Technologist**	17-Jan-04	314	45,240	56,550	1,313
	Computing Engineering Technologist**	17-Jan-04	323	45,863	57,329	1,331
	Computing Engineering Technologist**	17-Jan-04	323	45,863	57,329	1,331
	Computing Systems Specialist**	17-Jan-04	393	50,704	63,380	1,471
Environmental Health and Safety						
24640	Junior Safety Technician	2-Nov-05	223	38,575	48,219	1,119
09498	Systems/Biohazards	30-Apr-97	282	42,616	53,270	1,236
09499	Fire Safety Coordinator	30-Apr-97	291	43,233	54,041	1,254
20968	& Industrial Hygiene	15-Jun-06	323	45,863	57,329	1,331
Faculty of Applied Science						
22829	Computing Technologist	26-Sep-01	314	45,240	56,550	1,313
Faculty of Education						
04334	Educational Resources Technician	29-Jun-92	323	45,863	57,329	1,331
Faculty of Health Sciences						
10084	Building Operations Assistant	3-Nov-05	186	36,040	45,050	1,046
Film Studies						
21454	Film and Video Technician	18-May-06	275	42,137	52,671	1,223
01359	Senior Film & Video Technician	30-Mar-00	332	46,485	58,106	1,349
Geological Sciences and Geological						
	Polished Section Technician	8-Jun-93	233	39,260	49,075	1,139
	Technician, Analytical Chemistry	27-Nov-91	314	45,240	56,550	1,313
	Computing Systems Technologist	20-Jun-02	332	46,485	58,106	1,349
	Electron Microprobe and Probe	1-Dec-87	353	47,937	59,921	1,391
	Computer Technologist	15-Apr-92	372	49,252	61,565	1,429
Graphic Design Services						
09229	Desktop Publishing	3-Nov-06	208	38,575	48,219	1,119
11508	Senior Graphic Designer	3-Nov-06	314	45,240	56,550	1,313
21505	Senior Graphic Designer	3-Nov-06	314	45,240	56,550	1,313
Integrated Learning Centre						
24193	Electro-Mechanical	15-Jun-06	314	45,240	56,550	1,313

ITS - Campus Telecommunications and Networks

10076	Network Communications Technologist	2-Oct-02	314	45,240	56,550	1,313
13006	Network Communications Technologist	9-Dec-04	314	45,240	56,550	1,313
17215	Network Communications Technologist	9-Dec-04	314	45,240	56,550	1,313
19663	Network Communications Technologist	9-Dec-04	314	45,240	56,550	1,313
09244	Senior Technician	22-May-91	332	46,485	58,106	1,349

ITS - Classroom Presentation Technology

21213	Electronics Technician	3-Nov-06	233	39,260	49,075	1,139
11346	Electronics Technician	22-May-91	256	40,835	51,044	1,185
09247	Electronics Technologist	22-May-91	314	45,240	56,550	1,313

ITS - Computer Operators

04887	Computer Operator	28-Sep-94	223	38,575	48,219	1,119
04888	Computer Operator	26-Sep-94	223	38,575	48,219	1,119
04898	Computer Operator	28-Sep-94	223	38,575	48,219	1,119
04904	Computer Operator	28-Sep-94	223	38,575	48,219	1,119
04906	Computer Operator	8-Apr-98	223	38,575	48,219	1,119

ITS - Microcomputer Repair

19310	Electronics Technician	23-Jan-02	252	40,561	50,701	1,177
11423	Electronics Technologist	27-May-98	314	45,240	56,550	1,313
12754	Electronics Technologist	28-Mar-05	314	45,240	56,550	1,313
22326	Electronics Technologist, Micro Computer Repair	28-May-03	314	45,240	56,550	1,313

ITS - Video & Multimedia Presentations

04968	Electronics Technician**	17-Jan-04	261	41,178	51,473	1,195
04967	Assistant Production Director	24-Nov-97	275	42,137	52,671	1,223
04969	Production Director	27-Oct-97	323	45,863	57,329	1,331

Mechanical and Materials Engineering

25256	Junior Machinist	30-Nov-05	233	39,260	49,075	1,139
03163	Electronics Technician	22-Apr-03	323	45,863	57,329	1,331
03191	Machinist Technician	18-Jan-06	323	45,863	57,329	1,331
03167	Mechanical Technician	28-Apr-03	323	45,863	57,329	1,331
11467	Welder/Fabricator Technician	30-Nov-05	323	45,863	57,329	1,331
03083	Computer Systems Technologist	6-Jun-01	332	46,485	58,106	1,349
03165	Senior Machinist Tool/Lab Technician	30-Nov-05	342	47,177	58,971	1,369

Microbiology and Immunology

02356	Glass Washer*	15-Sep-98	113	33,232	41,540	964
23823	Laboratory Technician	3-Nov-05	194	36,588	45,735	1,062
02355	Laboratory Technician	2-Oct-96	372	49,252	61,565	1,429

Mining Engineering

03217	Mineral Extraction Technician	8-Mar-02	314	45,240	56,550	1,313
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Modern Language Laboratory						
		11-Apr-97	223	38,575	48,219	1,119
02103	Language Lab Technician					
Office of the University Veterinarian						
		2-Nov-01	314	45,240	56,550	1,313
Pathology and Molecular Medicine						
02594	Laboratory Technician*	15-Jun-06	261	41,657	52,071	1,209
02593	Laboratory Technologist	9-Apr-03	372	49,252	61,565	1,429
Pharmacology and Toxicology						
02649	Laboratory Technician	3-Nov-05	282	42,616	53,270	1,236
19184	Laboratory Technician	30-Apr-97	314	45,240	56,550	1,313
Physics						
	Storeskeeper/Cryogenics Technician	10-Feb-93	228	38,917	48,646	1,129
01852	Departmental Technician	29-Sep-99	282	42,616	53,270	1,236
01851	Electronics Technician	31-Aug-94	282	42,616	53,270	1,236
01850	Electronics Technologist	30-Oct-01	314	45,240	56,550	1,313
13408	Electronics Technologist	2-Oct-96	314	45,240	56,550	1,313
01854	Chief Technologist	20-May-92	372	49,252	61,565	1,429
18400	Instrument Maker	23-Jun-03	372	49,252	61,565	1,429
Physiology						
	Laboratory Technician	30-Apr-97	314	45,240	56,550	1,313
02688	Laboratory Technician	1-Jun-05	353	47,937	59,921	1,391
Printing Services						
18760	Bindery Technician	7-Nov-00	190	36,314	45,393	1,054
26842	Bindery Technician	10-Feb-06	190	36,314	45,393	1,054
23845	Printing Press Operator	17-Feb-06	199	36,931	46,164	1,072
23113	Printing Technician	5-Feb-02	214	37,958	47,448	1,101
09218	Printing Press Operator	8-Mar-04	233	39,260	49,075	1,139
09221	Docutech Operator	25-Feb-98	240	39,739	49,674	1,153
23007	Printing Technician**	17-Jan-04	240	39,739	49,674	1,153
09224	Senior Press Operator	27-Feb-06	268	41,657	52,071	1,209
Psychology						
	General Technician	13-Dec-02	165	34,602	43,253	1,004
02026	Graphics/Photography Technician	3-Nov-06	282	42,616	53,270	1,236
02027	Electronics Technologist	10-Oct-01	323	45,863	57,329	1,331
School of Kinesiology and Health Studies						
		15-Mar-04	323	45,863	57,329	1,331
School of Music						
12833	Audio-Visual/Instruments Technician	15-Jun-06	223	38,575	48,219	1,119

*Reflecting pay equity adjustments

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

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2006.

SCHEDULE D
Technician Union Salary Ranges
July 1, 2009- June 30, 2010

Position	Title	Eval Date	Eval Pts	MIN	MAX	Range	Step
Anatomy and Cell Biology							
02323	Gross Anatomy Technician	27-Oct-03	228	40,240	50,300	1,168	
10320	Senior Anatomy Technician	24-Oct-05	382	52,139	65,174	1,498	
Animal Care Service							
02853	Animal Care Helper	2-Mar-06	109	31,811	39,764	923	
26002	Animal Care Helper	12-Apr-05	109	31,811	39,764	923	
18068	Animal Care Helper	31-May-06	124	32,874	41,093	954	
18454	Animal Care Helper	31-May-06	124	32,874	41,093	954	
02850	Animal Care Technician	22-Apr-03	218	39,532	49,415	1,147	
02853	Animal Care Technician	24-Oct-05	218	39,532	49,415	1,147	
02855	Animal Care Technician	2-Mar-06	218	39,532	49,415	1,147	
02855	Animal Care Technician	24-Oct-05	218	39,532	49,415	1,147	
24043	Animal Care Technician	24-Oct-05	218	39,532	49,415	1,147	
26342	Animal Care Technician	12-Aug-05	218	39,532	49,415	1,147	
26343	Animal Care Technician	12-Aug-05	218	39,532	49,415	1,147	
02854	Laboratory Animal Care Technician	18-Oct-05	233	40,594	50,743	1,178	
02852	Laboratory Animal Care Technician	24-Oct-05	268	43,073	53,841	1,250	
02851	Laboratory Animal Care Technician*	22-Apr-03	291	45,907	57,384	1,332	
Biochemistry							
18526	Laboratory Technician	20-Jul-04	153	34,928	43,660	1,013	
02400	Senior Laboratory Technician	2-Nov-05	353	50,046	62,558	1,438	
Biology							
	Technician**	17-Jan-04	233	40,594	50,743	1,178	
	Undergraduate Teaching Lab						
09521	Instructor**	17-Jan-04	332	48,529	60,661	1,395	
Chemical Engineering							
03019	Chemical Technologist	7-May-03	314	47,230	59,038	1,357	
Chemistry							
	Electronics Technologist	10-May-99	275	43,569	54,461	1,264	
01120	Chemistry Technician	4-Dec-94	314	47,230	59,038	1,357	
	Chemistry Technician/Mass						
01123		1-Mar-95	314	47,230	59,038	1,357	
01117	Chemistry Technologist	28-Sep-99	314	47,230	59,038	1,357	
26296	Chemistry Technologist	27-Jul-05	314	47,230	59,038	1,357	
01126	Lead-Hand/NMR Specialist	25-Feb-98	342	49,251	61,564	1,415	

Civil Engineering

23310	General Technician**	17-Jan-04	223	39,886	49,858	1,157
03059	Welder/Technician**	17-Jan-04	282	44,065	55,081	1,278
23836	Civil Technologist	24-Oct-05	314	47,230	59,038	1,357
	Environmental Engineering					
20830		17-Jan-04	314	47,230	59,038	1,357
03056	Instrumentation/Electronics Technologist	15-Apr-02	314	47,230	59,038	1,357
03061	Computing Systems Technologist	12-Feb-01	332	48,529	60,661	1,395

Electrical and Computer Engineering

03118	Electrical Technologist	15-Apr-03	314	47,230	59,038	1,357
20934	Electronics Technologist**	17-Jan-04	314	47,230	59,038	1,357
03119	Computing Engineering Technologist**	17-Jan-04	323	47,880	59,850	1,376
08995	Computing Engineering Technologist**	17-Jan-04	323	47,880	59,850	1,376
12317	Computing Systems Specialist**	17-Jan-04	393	52,934	66,168	1,521

Environmental Health and Safety

24640	Junior Safety Technician	2-Nov-05	223	39,886	49,858	1,157
	Safety Technician, Fire					
		30-Apr-97	282	44,065	55,081	1,278
09499	Fire Safety Coordinator	30-Apr-97	291	44,703	55,879	1,297
	Safety Technician, Hazardous Materials					
		15-Jun-06	323	47,880	59,850	1,376
20968	& Industrial Hygiene					

Faculty of Applied Science

		26-Sep-01	314	47,230	59,038	1,357
22829	Computing Technologist					

Faculty of Education

		29-Jun-92	323	47,880	59,850	1,376
04334	Educational Resources Technician					

Faculty of Health Sciences

10084	Building Operations Assistant	3-Nov-05	186	37,265	46,581	1,081
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Film Studies

		18-May-06	275	43,569	54,461	1,264
01359	Senior Film & Video Technician	30-Mar-00	332	48,529	60,661	1,395

Geological Sciences and Geological Engineering

01526	Polished Section Technician	8-Jun-93	233	40,594	50,743	1,178
01524	Technician, Analytical Chemistry	27-Nov-91	314	47,230	59,038	1,357
10000	Computing Systems Technologist	20-Jun-02	332	48,529	60,661	1,395
	Electron Microprobe and Probe					
01531		1-Dec-87	353	50,046	62,558	1,438
08906	Curator	15-Apr-92	372	51,417	64,271	1,478

Graphic Design Services

		3-Nov-06	208	39,886	49,858	1,157
11508	Senior Graphic Designer	3-Nov-06	314	47,230	59,038	1,357
21505	Senior Graphic Designer	3-Nov-06	314	47,230	59,038	1,357

Integrated Learning Centre						
		15-Jun-06	314	47,230	59,038	1,357
24193	Electro-Mechanical Technologist					
ITS - Campus Telecommunications and Networks						
10076	Network Communications Technologist	2-Oct-02	314	47,230		
13006	Network Communications Technologist	9-Dec-04	314	47,230	59,038	1,357
17215	Network Communications Technologist	9-Dec-04	314	47,230	59,038	1,357
19663	Network Communications Technologist	9-Dec-04	314	47,230	59,038	1,357
09244	Senior Technician	22-May-91	332	48,529	60,661	1,395
ITS - Classroom Presentation Technology						
21213	Electronics Technician	3-Nov-06	233	40,594	50,743	1,178
11346	Electronics Technician	22-May-91	256	42,223	52,779	1,225
09247	Electronics Technologist	22-May-91	314	47,230	59,038	1,357
ITS - Computer Operators						
04887	Computer Operator	28-Sep-94	223	39,886	49,858	1,157
04888	Computer Operator	26-Sep-94	223	39,886	49,858	1,157
04898	Computer Operator	28-Sep-94	223	39,886	49,858	1,157
04904	Computer Operator	28-Sep-94	223	39,886	49,858	1,157
04906	Computer Operator	8-Apr-98	223	39,886	49,858	1,157
ITS - Microcomputer Repair						
19310	Electronics Technician	23-Jan-02	252	41,940	52,425	1,217
11423	Electronics Technologist	27-May-98	314	47,230	59,038	1,357
12754	Electronics Technologist	28-Mar-05	314	47,230	59,038	1,357
22326	Electronics Technologist, Micro Computer Repair	28-May-03	314	47,230	59,038	1,357
ITS - Video & Multimedia Presentations						
04968	Electronics Technician**	17-Jan-04	261	42,578	53,223	1,235
04967	Assistant Production Director	24-Nov-97	275	43,569	54,461	1,264
04969	Production Director	27-Oct-97	323	47,880	59,850	1,376
Mechanical and Materials Engineering						
25256	Junior Machinist	30-Nov-05	233	40,594	50,743	1,178
03163	Electronics Technician	22-Apr-03	323	47,880	59,850	1,376
03191	Machinist Technician	18-Jan-06	323	47,880	59,850	1,376
03167	Mechanical Technician	28-Apr-03	323	47,880	59,850	1,376
11467	Welder/Fabricator Technician	30-Nov-05	323	47,880	59,850	1,376
03083	Computer Systems Technologist	6-Jun-01	332	48,529	60,661	1,395
03165	Senior Machinist Tool/Lab Technician	30-Nov-05	342	49,251	61,564	1,415
Microbiology and Immunology						
02356	Glass Washer*	15-Sep-98	113	34,361	42,951	997
23823	Laboratory Technician	3-Nov-05	194	37,832	47,290	1,098
02355	Laboratory Technician	2-Oct-96	372	51,417	64,271	1,478
Mining Engineering						
		8-Mar-02	314	47,230	59,038	1,357
03217	Mineral Extraction Technician					

Modern Language Laboratory						
		11-Apr-97	223	39,886	49,858	1,157
02103	Language Lab Technician					
Office of the University Veterinarian						
		2-Nov-01	314	47,230	59,038	1,357
23900	Veterinary Technician					
Pathology and Molecular Medicine						
02594	Laboratory Technician*	15-Jun-06	261	43,073	53,841	1,250
02593	Laboratory Technologist	9-Apr-03	372	51,417	64,271	1,478
Pharmacology and Toxicology						
02649	Laboratory Technician	3-Nov-05	282	44,065	55,081	1,278
19184	Laboratory Technician	30-Apr-97	314	47,230	59,038	1,357
Physics						
	Storeskeeper/Cryogenics Technician	10-Feb-93	228	40,240	50,300	1,168
01852	Departmental Technician	29-Sep-99	282	44,065	55,081	1,278
01851	Electronics Technician	31-Aug-94	282	44,065	55,081	1,278
01850	Electronics Technologist	30-Oct-01	314	47,230	59,038	1,357
13408	Electronics Technologist	2-Oct-96	314	47,230	59,038	1,357
01854	Chief Technologist	20-May-92	372	51,417	64,271	1,478
18400	Instrument Maker	23-Jun-03	372	51,417	64,271	1,478
Physiology						
	Laboratory Technician	30-Apr-97	314	47,230	59,038	1,357
02688	Laboratory Technician	1-Jun-05	353	50,046	62,558	1,438
Printing Services						
18760	Bindery Technician	7-Nov-00	190	37,549	46,936	1,089
26842	Bindery Technician	10-Feb-06	190	37,549	46,936	1,089
23845	Printing Press Operator	17-Feb-06	199	38,186	47,733	1,108
23113	Printing Technician	5-Feb-02	214	39,249	49,061	1,139
09218	Printing Press Operator	8-Mar-04	233	40,594	50,743	1,178
09221	Docutech Operator	25-Feb-98	240	41,090	51,363	1,192
23007	Printing Technician**	17-Jan-04	240	41,090	51,363	1,192
09224	Senior Press Operator	27-Feb-06	268	43,073	53,841	1,250
Psychology						
		13-Dec-02	165	35,778	44,723	1,038
02026	Graphics/Photography Technician	3-Nov-06	282	44,065	55,081	1,278
02027	Electronics Technologist	10-Oct-01	323	47,880	59,850	1,376
School of Kinesiology and Health Studies						
		15-Mar-04	323	47,880	59,850	1,376
01783	Electronics Technologist					
School of Music						
12833	Audio-Visual/Instruments	15-Jun-06	223	39,886	49,858	1,157

*Reflecting pay equity adjustments

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

Note: Information contained in this listing accurately reflected the Bargaining Unit on July 1, 2006.

SCHEDULE E

Faculty List

Faculty

Department

Faculty of Applied Science

Chemical Engineering

Civil Engineering

Electrical & Computer Engineering

Mechanical & Materials Engineering

Mining Engineering

Integrated Learning Centre

Faculty of Arts & Science

Biology

Chemistry

Geography

Geological Sciences & Geological Engineering

Psychology

Physics

Film Studies

Modern Language Lab

School of Kinesiology & Health Studies

Faculty of Health Sciences

~~Anatomy & Cell Biology~~

~~Biochemistry~~

~~Microbiology and Immunology~~

Pathology & Molecular Medicine

Biomedical and Molecular Sciences

~~Pharmacology & 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 E or Schedule G (Other Mutually Agreed Areas).

SCHEDULE F

Article 1.01 Other Mutually Agreed Areas (Original Document September 29, 1992)

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

02424 Electronic Technician
02525 Electronic Technologist
13296 Electronic Technologist

Communications Services- Electronic Service Unit

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

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

Occupational Health and Safety

09498 Safety Technician (Fire Systems)

09499 Fire Safety Co-ordinator

09502 Biohazard Safety Technician

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 Image setting 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

Graphic Design Unit

09155 Senior Graphic Designer
11508 Graphic Designer

School of Business

02254 Technician

Faculty of Education

04232 Graphic Artist

04233 Audio-Visual Technician

04234 Electronic Technician

04334 Educational Resources Technician

SCHEDULE G

Article 1.01 -Other Mutually Agreed Areas as of July 1, 2006

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

02853	Animal Care Helper
18068	Animal Care Helper
18454	Animal Care Helper
26002	Animal Care Helper
02850	Animal Care Technician
02853	Animal Care Technician
02855	Animal Care Technician
24043	Animal Care Technician
26342	Animal Care Technician
26343	Animal Care Technician
02851	Laboratory Animal Care Technician
02852	Laboratory Animal Care Technician
02854	Laboratory Animal Care Technician

Environmental Health and Safety

09499	Fire Safety Coordinator
24640	Junior Safety Technician

09498 Safety Technician, Fire Systems/Biohazards

20968 Safety Technician, Hazardous Materials & Industrial Hygiene

Faculty of Education

04334 Educational Resources Technician

Graphic Design Services

09229 Desktop Publishing Technician

11508 Senior Graphic Designer

21505 Senior Graphic Designer

ITS - Campus Telecommunications and Networks

10076 Network Communications Technologist

13006 Network Communications Technologist

17215 Network Communications Technologist

19663 Network Communications Technologist

09244 Senior Technician

ITS - Classroom Presentation Technology

11346 Electronics Technician

21213 Electronics Technician

09247 Electronics Technologist

ITS - Computer Operators

04887 Computer Operator

04888 Computer Operator

04898 Computer Operator

04904 Computer Operator

04906 Computer Operator

ITS - Microcomputer Repair

19310 Electronics Technician
11423 Electronics Technologist
12754 Electronics Technologist
22326 Electronics Technologist, Micro Computer Repair

ITS - Video & Multimedia Presentations

04967 Assistant Production Director
04968 Electronics Technician
04969 Production Director

Office of the University Veterinarian

23900 Veterinary Technician

~~Printing Services~~

~~18760 Bindery Technician~~
~~26842 Bindery Technician~~
~~09221 Docutech Operator~~
~~09218 Printing Press Operator~~
~~23845 Printing Press Operator~~
~~23007 Printing Technician~~
~~23113 Printing Technician~~
~~09224 Senior Press Operator~~

School of Music

12833 Audio-visual/Instruments Technician

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

On behalf of Queen's University at Kingston

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

Lisa Newton, Director & Counsel, Employee/Labour Relations Donna Carlaw, National Representative & University Coordinator, Canadian Union of Public Employees

Patti Evaristo, Manager, Employees Relations Roy Campsall, President, President CUPE Local 354

Laurie Gee, Director, Compensation Lisa Marion, Member, Bargaining Committee

Adrian Lahey, Employee Relations Advisor Bill Boulton, Member, Bargaining Committee

Dan Langham, Director, Environmental Health & Safety Steven Hodgson, Member, Bargaining Committee

Andrew Winterborn, University Veterinarian

Dated at the City of Kingston, Province of Ontario, this _____ day of _____, 2011.

LETTER OF UNDERSTANDING

Between:
Queen's University
And
C.U.P.E. Local 254

During the Term this agreement the Employer will not implement text amendments to the Revised Pension Plan of Queen's University (the "Pension Plan") that would modify the benefit provisions of the Pension Plan, with the exception of those required by legislation or regulation, without the written agreement of the Union. To be clear, "benefit provisions" shall be interpreted to include benefits as early retirement provisions, the age of normal retirement, provisions for leaves of absence, etc.

The University undertakes to bring forward to the Board of Trustees (the "Board"), or to such Committee of the Board as the Board may direct, the Union's request for a representative seat on the Pension Committee.

During the Term of this collective agreement, and as long as CUPE does not have a representative on the Pension Committee of the Board of Trustees, the Employer and the Union will meet once per contract year to discuss and review information relevant to the Revised Pension Plan of Queen's University, ("the Pension Plan") including plan text amendments, actuarial valuation reports, financial statements, annual information returns and other documents filed with pension regulatory authorities. The parties will establish an agenda in advance of such meetings in order to determine the relevant information required for discussion. In any contract year during which the University intends to file an actuarial valuation report concerning the Pension Plan, this meeting will include a discussion of the valuation. It is understood that if a mutually agreeable meeting time cannot be arranged prior to filing, this will not impact or delay the University's filing process. The University will provide the Union with a copy of the actuarial valuation report following such filing.

The University will also provide the Union with approved minutes of the Pension Committee and audited financial reports, a copy of the current Pension Plan and any amendments to the Pension Plan text, and a copy of the latest university budget and budget report when approved by the Board.

The University will supply each bargaining unit member with a copy of the Pension and Group Insurance Booklets. Such booklets will be revised, as necessary, and re-distributed at least once every 5 years. Upon request of the Union the University will also conduct a presentation to members of the bargaining unit describing the provisions of the Pension Plan or Group Insurance plans.

Subject to any legislative or regulatory requirements, the Pension Committee will recommend what use may be made of any actuarial surplus in the Pension Plan and will provide the union and/or members of the bargaining unit with the opportunity to submit suggestions and provide comments when significant changes to Pension Plan provisions are being considered, including issues regarding the use to be made of any actuarial surplus.

The University acknowledges that the first priority should the Plan return to a fully funded position would be to bring the member contributions and the University contributions to the money purchase accounts back to one to one, either through an increase to the University contributions to the money purchase accounts or a reduction to the member contributions or a combination thereof. Further, in any plan year, if the combination of the University contributions to the money purchase accounts and the University contributions in respect of the DB minimum guarantee for active members, which shall include both current service cost and special payments, is less than the member contributions to the money purchase accounts, then the University's combined contributions in that plan year shall be made equal to the member contributions, either by increasing the University contributions to the money purchase accounts or decreasing the member contributions, or a combination thereof.

~~The Employer agrees to provide the following information as it relates to the Queen's Pension Plan~~

~~Approved minutes of the Pension Committee, the audited financial reports and other actuarial reports concerning the pension plan and a copy of the current plan and any amendments to the plan.~~

~~A copy of the annual audited financial statement of the University when approved by the Board.~~

~~A copy of the latest university budget and budget reports when approved by the Board.~~

Dated this ____ day of _____, 2011.

For the University

For the Union

~~LETTER OF UNDERSTANDING JOB EVALUATION~~

~~BETWEEN:~~

~~Queen's University~~

~~Hereinafter referred to as "the Employer"~~

~~And~~

~~C.U.P.E. Local 254~~

~~Hereinafter referred to as "the Union"~~

~~The parties are committed to the following process as it relates to a job evaluation plan for the University and C.U.P.E. Local 254 employees:~~

~~The parties will establish a steering committee of eight members, four representatives from the Employer and four members of the Union. The Employer will engage a consultant to assist them throughout the process. The Union will engage CUPE to assist them throughout the process.~~

~~Once the steering committee has been established (within two weeks of ratification), the Union will arrange for the presentation of the C.U.P.E. Job Evaluation Plan to the steering committee. The Employer's consultant will be present during this meeting and any future meetings as required by the Employer.~~

~~The committee will jointly establish the terms of reference with the help of the C.U.P.E. Job Evaluation Specialist and the Employer's consultant.~~

~~The committee and its advisors will then work together to review the plan to determine what amendments or modifications can be made to the plan's values to ensure proper plan design for the jobs contained in Local 254.~~

~~Once the committee has determined that all of the various components of the plan are agreed to, the committee will work through the remainder of the process and establish a corresponding compensation system.~~

~~The committee will then jointly present and recommend the plan and corresponding compensation system to the Parties to this agreement.~~

~~The Parties may either accept or decline the plan and/or system. Once the parties have accepted the plan and system, the Union will take the plan to its membership for ratification. Should either Party reject the plan and/or corresponding compensation system, the Parties shall revert back to the current plan and compensation system as set out in the collective agreement.~~

~~Should at any point during this process, either party determine that it cannot continue with the process set out in this agreement, that party must provide two months written notice to the other party. During the notice period, the parties must meet to discuss the issues and determine~~

~~whether there is any solution to the issues with a view to continuing the process. If no solution can be found, this agreement will end at the conclusion of the two month notice period.~~

~~Once the plan and system are accepted by both parties, including ratification, the current job evaluation system (J.T.P.E.C) will be suspended and the parties will then move forward with the re-writing of all job descriptions. The implementation date of the new plan and system will be July 1, 2010.~~

~~Should any dispute arise, after ratification and acceptance of the plan and system, the Parties will meet to rectify the dispute and find a solution in a timely manner.~~

~~From the point the current system is suspended until June 30, 2010 Human Resources in consultation with Department Heads/designates will continue to provide tentative evaluations for newly created positions which are being posted for hiring.~~

~~The employees on the steering committee will be given release time throughout this process and as necessary subject to operational requirements.~~

~~The Parties agree that the salary costs associated with implementation of the new system, will be a subject of negotiations in 2010.~~

~~Dated this _____ day of _____, 2007.~~

~~For the University~~

~~For the Union~~

LETTER OF UNDERSTANDING

Between

Queen's University

"the Employer"

And

C.U.P.E. Local 254

"the Union"

Re: Essential Animal Care

The parties agree that proper care of all research animals will be maintained in the event of a strike or lockout during the life of this Agreement or its continuance. Proper care includes provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

In the event of a strike or a lockout, the employer will designate and identify the number of staff, not to exceed 50% of the normal staff complement within Animal Care Services, which are deemed essential to provide for continuous proper care of research animals. Subject to operational need for some continuity in the care of research animals, the employer will, schedule employees such that coverage for animal care is as reasonably equalized among staff as feasible. If possible, the schedule will be provided to the Union at least ten (10) working days before the commencement of a strike or lockout and the Parties will meet to discuss the schedule and duty assignments.

Dated this _____ day of _____, 2011.

For the University

For the Union

LETTER OF UNDERSTANDING

Between

Queen's University

"the Employer"

And

C.U.P.E. Local 254

"the Union"

RE: EI Premium Reduction

This letter confirms the agreement between the Employer and the Union that the 5/12 employee portion of the University's EI premium reduction will be used by the University to support the following employee benefit plans, as set out in the collective agreement between CUPE and the University:

- Short-Term Sick Leave
- Income top-up for pregnancy and parental leave;
- Tuition Support; and
- Child-care Support

Dated this _____ day of _____, 2011.

For the University

For the Union
