

AGREEMENT

*between*

QUEEN'S UNIVERSITY  
AT KINGSTON, ONTARIO,

*and*

KINGSTON LIBRARY TECHNICIANS ' UNION

**C.U.P.E. LOCAL 1302**

July 1st, 1987 - June 30th, 1988

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ARTICLE 1

GENERALPURPOSE

**1.01** 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.

ARTICLE 2

MANAGEMENT RIGHTS

**2.01** The Union **recognizes** the right and obligation of the Employer to manage and operate the business in which it is engaged and to:

- a) maintain order and efficiency;
- b) hire, classify, transfer, promote, demote, suspend, discipline, discharge for just cause, or lay off employees in accordance with Article 15;
- c) establish, alter and enforce rules and regulations, hours of work, and work assignments or methods.

The Employer agrees that these rights shall not be exercised in a manner which is inconsistent with the provisions of this Collective Agreement.

ARTICLE 3

RECOGNITION

**3.01** The Employer **recognizes** the Canadian Union of Public Employees and its Local 1302 as the sole and

exclusive bargaining agency for all employees of the Library and Archives, save and except for Librarians  
Archivists  
Senior Assistant, Acquisitions-Order/Receiving Section, position number 1  
Evening Supervisor, position number 28  
Senior Secretary, Library Administration, position number 68  
Administrative Secretary, Library Administration, position number 69  
Personnel Assistant, Library Administration, position number 179  
Business Officer, position number 406  
Computer Programmer Analyst, position number 459  
Systems Coordinator, position number 464  
persons regularly employed for not more than seventeen and a half (17 1/2) hours a week.

Included as employees will be the incumbents of position numbers 31, 60, 176, 183, 185, 188 and 212 plus any other similar regular part-time positions that might be originated.

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

Employees as defined in this article shall be included in the bargaining unit whether or not they are paid from the University's operating budget.

**3.02** A temporary employee is an employee who is hired on a term appointment to cover the lengthy absence of a continuing employee or to fill a short-term temporary position created to supplement existing staff, and who falls within the definition of the bargaining unit as contained in Article 3.01. If a temporary employee reaches the end date of her term appointment without receiving a continuing appointment, then her employment will lapse at the end date of that term appointment.

The parties agree that temporary employees are covered by the terms of this contract except for those articles and conditions set out below:

- 1) The hiring of a temporary employee shall not be used to avoid the posting of a vacancy in a continuing position or to avoid the recall of a laid-off employee as specified in Article 15.07 of the Agreement.
- 2) The term appointment for a temporary employee shall not be shorter than three (3) months nor longer than one (1) year.
- 3) Temporary employees shall be paid in accordance with Schedule "A" of this agreement.
- 4) A temporary employee shall complete the full period of a term appointment and shall not be eligible to be considered for any posted vacancy unless the vacant position would result in a continuing appointment. However, if the employee received a continuing appointment and is unsuccessful during the trial period or is displaced by the reversion of another employee, and she cannot return to her former temporary position because it no longer exists and no temporary position for which the employee is qualified is held by an employee with less seniority, then her employment may be terminated.
- 5) A temporary employee shall not accumulate seniority for purposes of layoff and recall, but shall accumulate seniority for the purpose of job postings and continuing appointments. A temporary employee who is granted a continuing appointment shall have her seniority dated from her date of employment in the bargaining unit.
- 6) The Union shall receive a copy of the appointment letter of each temporary employee.
- 7) Temporary employees shall not be covered by the following articles or clauses of the collective agreement: Article 13 except for paragraph 5 listed above, Article 15, Article 21 except for 21.04 and 21.05.
- 8) Temporary employees shall be eligible for coverage under staff benefits plans (subject to the normal plan conditions) except for Long Term Disability Insurance and Queen's Pension Plan.
- 9) Notwithstanding Article 20, temporary employees shall be entitled to paid sick leave determined at the

rate of two (2) days per calendar month of their appointment.

#### ARTICLE 4

##### NO DISCRIMINATION

**4.01** 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.

Furthermore, both parties agree that they will not discriminate against any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, physical disability, sexual orientation, criminal record, or for exercising rights under this collective agreement.

##### **4.02** *Sexual Harassment*

The University **recognizes** that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all library employees of its commitment to this principle. Reference to sexual harassment includes Section **6(2)** of The Human Rights Code, Section **6(3)(a)** and **(b)** of The Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against her will.

#### ARTICLE 5

##### UNION SECURITY

**5.01** All existing members of the Union shall remain members of the Union and all new employees as a condi-

tion of employment shall become members of the Union at the time of their employment.

**5.02** The Employer agrees that on the last Friday of the first month of employment and the last Friday of the fourth month of employment, all new employees shall be required to attend a meeting with two (2) members of the Union executive to explain the function of the Union for a period not to exceed one (1) hour from the normal work day. Such employees attending this meeting plus the two (2) members of the Union executive in attendance shall suffer no loss of wages.

New employees shall be given a copy of the Collective Agreement at the first meeting by the Union executive.

**5.03** The Union acknowledges that their Executive have duties to perform for the Employer and they will not absent themselves from such duties unreasonably to attend to Union functions. In consideration of this acknowledgement and undertaking, the Employer will compensate the Executive for time spent in handling such functions without prejudice provided they are not disruptive to operations of the Library. Such compensation shall not extend beyond normal working hours. The Executive will be required to request leave from their supervisor before leaving their place of work and to report back to the supervisor on returning to work.

## ARTICLE 6

### DUES DEDUCTION

**6.01** The Employer agrees to deduct from the monthly pay of each employee who is covered by this Agreement a sum equivalent to the Union authorized monthly dues.

These monies shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union, and the monies deducted from the pay of non-members of the Union shall be

treated as their payment towards the expenses of maintaining the bargaining unit.

**6.02** The monthly deductions collected in accordance with **6.01** above shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (**15th**) day of the month following, accompanied by two (**2**) lists of the names of all employees from whom deductions were made. The Employer agrees to provide on each employee's T-4 form a statement of the total union dues deducted for that year. The Employer also agrees to provide the Union with the addresses of all employees twice a year as well as any additions or revisions at other times.

## **ARTICLE 7**

### **NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 8**

### **BARGAINING COMMITTEE**

**8.01** For the purpose of negotiations between the parties as provided for in Article **26** (Termination clause), the Employer shall **recognize** a negotiating committee of the Union composed of not more than four employees who are members of Local 1302.

**8.02** The negotiating committee shall be entitled to have present and be represented by a representative(s) of the Canadian Union of Public Employees at all negotiation meetings held between the Employer and the Union



which are held in accordance with Article 26 (Termination clause).

**8.03** The four employees (or their alternates), who are members of the Union's negotiating committee, shall be given time off with pay during normal working hours while actually attending such negotiation meetings with the Employer.

**8.04** The four employees who are members of the Union's negotiating committee shall be *given* two days (or four half-days) each of time off with pay for the purpose of preparing the Union's proposals prior to collective bargaining.

**8.05** In the event either party wishes to call a meeting of the committee, the meeting shall be held as soon as possible at a mutually convenient time.

## **ARTICLE 9**

### **STEWARDS**

**9.01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper **authorization** of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

**9.02** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting her grievance in accordance with the Grievance Procedure.

**9.03** The Union acknowledges that Union Stewards have duties to perform for the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours. Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

**9.04** The Union will appoint a Committee of Stewards comprised of a Chief Steward and six (6) Stewards.

**9.05** The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward before the Employer shall be required to **recognize** them.

**9.06** It is mutually agreed that before being appointed as a Steward, a person must have completed her probationary period with the Employer.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

**10.01** If there occur grievances, complaints, disputes or differences arising between the Employer and an employee, an earnest effort shall be made to settle such differences fairly and promptly in the following manner:

- a) In order that grievances shall not be harboured and shall be handled without delay, it is agreed that no grievance shall be considered where the alleged circumstances arose more than fifteen (15) working days prior to its registration in Step One (1) below.
- b) An employee and her Steward may request her non-union supervisor to handle a specific problem where the actual details are clearly identified. The employee

and the Steward will make every effort to adjust the situation with the non-union supervisor before it is formalized in writing.

**10.02 Step One**

If the problem is not adjusted by the non-union supervisor, it shall be placed in writing on a standard grievance form with the full details of the grievance clearly identified including, if applicable, the clause or clauses of the Collective Agreement alleged to have been violated. It may be signed by the employee involved and in all cases by a Steward. The non-union supervisor shall give her answer in writing to the Steward as soon as possible, but not more than five (5) working days after the grievance has been presented in writing.

**10.03 Step Two**

If the grievance is not settled at Step One, the written grievance may be referred to the Chief Librarian by the employee(s) concerned together with the Chief Steward. Such a grievance must be referred within five (5) working days after a written answer has been given in Step One. The Chief Librarian shall render her decision as soon as possible, but not more than five (5) working days after receiving the written grievance.

**10.04 Step Three**

If the grievance is not settled at Step Two, the matter shall be referred to the Director of Personnel Services by the Union within five (5) working days of the date when the Chief Steward received her answer in writing from the Chief Librarian. A grievance meeting will be arranged by the Director of Personnel Services with the Union grievance committee within five (5) working days after her receipt of the grievance. The National Representative of the Union shall have the right to attend such meeting. The Director of Personnel Services shall reply in writing within five (5) working days if the matter is not resolved at this meeting.

**10.05** In the case of an employee who feels that she has been unjustly discharged, or where the grievance is one involving general policy, or where the grievance is submitted on behalf of a group of employees, Step One of the grievance procedure may be omitted and the grievance may commence at Step Two.

**10.06** It is agreed that the time limits referred to in Steps One, Two and Three may be extended by mutual consent. Furthermore, it is understood that any of the specific Union or Employer officials referred to in this article may be replaced by a designated representative.

## **ARTICLE 11**

### **ARBITRATION**

**11.01** In those cases where the difference arising between the parties relates to the interpretation, application or administration of the provisions of this Collective Agreement, including any question as to whether a matter is **arbitrable** or where an allegation is made that this Agreement has been violated, either of the parties, may, within one (1) month after exhausting the grievance procedure as outlined in Article 10, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice shall contain the name and address of the first party's appointee to the Arbitration Board, as well as the details of the grievance including a precise statement of the matter in dispute.

The recipient of the notice shall, within ten (10) working days, advise the other party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be Chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the specified time limit, either party may

request that the appointment(s) be made by the Minister of Labour for Ontario.

**11.02** *Decisions of the Board*

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision; and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.

In no event, however, shall any 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 Board shall deal solely with the matter in dispute within the confines of this Collective Agreement.

**11.03** *Discipline or Discharge Cases*

In the event that a Board of Arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the 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.

**11.04** *Expenses of the Board*

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) The fees and expenses of any witnesses called by each party.
- 3) One half of the fees and expenses of the Chairman.

**11.05** *Time Limits*

It is agreed that the time limits referred to in Article 11 may be extended by mutual consent.

**11.06** Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of The Board of Arbitration to reconvene the Board to clarify the decision.

**11.07** Nothing in this agreement shall prevent the Union from exercising its rights to use Section 45 of the Labour Relations Act.

## **ARTICLE 12**

### **DISCIPLINE, DISCHARGE AND SUSPENSION**

**12.01** An employee shall be accompanied by her Steward at any formal interview with her non-union supervisor held for the purpose of discussing unsatisfactory aspects of her performance, at any interview involving a warning, a suspension or a discharge, or at any interview where the employee so requests.

Any warning shall subsequently be confirmed in writing to the employee and a copy shall be sent to the Union.

Should the employee wish to respond in writing to the warning her reply shall also become part of her record.

**12.02** An employee who has been suspended or discharged shall be given the reason thereof immediately and, within one (1) working day, this shall be confirmed in writing to the employee involved. The Union shall also receive a copy of the suspension or discharge letter.

**12.03** The record of an employee shall not be used against her at any time after twenty-four (24) months.

**12.04** Each employee shall have the right to review her own personal file and review her record.

## **ARTICLE 13**

### **SENIORITY**

**13.01** Seniority is defined as the length of service from the original date of employment in the bargaining unit.

**13.02** An employee who ceases to be an employee as defined in Article 3, but who remains in the employ of Queen's University, shall retain credit for her accumulated seniority, and if employed in a position related to the bargaining unit, shall continue to accumulate seniority.

**13.03** New employees shall be considered as probationary employees and will not acquire seniority until they have worked for the Employer for a total of three (3) months. New employees who are covered by the above probationary period shall be given a written progress report every month during the probationary period.

**13.04** During the probationary period, employees shall be entitled to all rights and privileges of this Agreement subject in the case of discharge to a right of appeal which shall not extend beyond Step Three of the Grievance Procedure unless the Union claims discrimination as defined in Article 4.

**13.05** After completion of the probationary period, seniority will be effective from the date of employment in the bargaining unit.

**13.06** An employee shall lose all seniority if she:

- a) voluntarily quits the employ of the Employer and is not rehired within three (3) months,
- b) is justifiably discharged and not reinstated,
- c) has been laid off for more than eighteen (18) months,

- d) following a lay-off, fails to advise the Employer within five (5) days of receipt of notification to return to work by registered mail of her intention to return, or
- e) fails to report for work on the date and at the time specified in the said notice. The employee shall have a maximum of three (3) weeks to report for work after being recalled.

**13.07** The Employer shall maintain a seniority list showing the employee's name, classification and date upon which service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each January.

## **ARTICLE 14**

### **JOB POSTING**

**14.01** At least five (5) working days prior to making any permanent staff change to a position covered by the terms of this Collective Agreement, the Employer will first post notices of such positions on library bulletin boards (including computer bulletin boards if available) in order that employees will know about them, be able to make written applications, and be given first consideration in filling such vacancies. Each notice shall contain the following information: nature of the position, qualifications related to the needs of the job, required knowledge and education, ability and skills, hours of work and salary rate or range. A copy of each such posting will also be supplied to the Union.

If a position falling vacant is not to be posted immediately, or if after a vacancy is posted a selection is not to be made immediately, in either case the Union will be advised in writing as to the reason.

**14.02** Normal posting procedures shall be followed for temporary vacancies of three (3) months or longer, except as noted in Articles 21.13 and 21.14 (maternity).



**14.03** The employee with the most qualification points, as determined by the Points Formula (Appendix B), and who meets the minimum qualifications stated for the posted position shall be selected. Unsuccessful applicants will be notified in writing as soon as possible and the notification will include the person's own point score and the point score of the successful applicant.

Where two or more candidates have an equal number of points and meet the above specifications the employee with the most seniority shall be selected.

To ensure consideration of her job application, each applicant must be available on the working day after the posting closes or must have given to the Personnel Assistant a clear statement of her interest in each vacancy for which she made application. The successful applicant must be able to assume the duties of the new position within three (3) weeks of the appointment, unless special arrangements have been made, in advance, with the Personnel Assistant.

**14.04** Candidates for positions involving supervisory responsibilities must meet the minimum point qualifications for the positions and, in addition, should have leadership capabilities. If the candidate selected by management does not have the most qualification points, or does not have the greatest seniority, if the qualification points are equal, any unsuccessful candidate may have recourse to a grievance hearing. If at the grievance hearing agreement cannot be reached, the selection will be made in accordance with Article 14.02.

The positions concerned are numbers 2, 12, 15, 18 and 24. Any future additions or deletions will be decided on jointly at the Union/Management Committee.

**14.05** The successful applicant shall be placed on trial for a period of three (3) months from the time the new duties are assumed. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the three (3) month period, as applicable. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the em-

ployee wishes to revert. she shall be returned to her former or equivalent position without loss of seniority, and at her former salary rate. Any other employee, promoted or transferred because of the **re-arrangement** of positions, shall also be returned to her former or equivalent position without loss of seniority, and at her former salary rate.

An applicant may be confirmed in a period shorter than the applicable trial period.

Employees who are covered by the above trial period shall be given a written progress report each month during the three (3) month trial period.

**14.06** An employee who has been transferred to a new position must serve at least three (3) months in that position before she is eligible for consideration for any other position, unless, by mutual consent, it is agreed to consider her for such a move.

**14.07** Intensive basic training specific to the job will be given to a new incumbent in a position during the probationary or trial period. In the case of term appointments, training will be given for tasks that the employee will be required to perform during the length of her term.

**14.08** When a vacancy has been posted for which there are no applicants within the bargaining unit, the Employer may approach other employees to fill the vacancy but no employee shall be compelled to transfer without her approval.

**14.09** A job exchange program will operate as follows:

- 1) Should an employee wish to change jobs for a period of a minimum of six (6) months to a maximum of one (1) year, the employee shall request approval from the Associate Librarian. This approval shall not be unreasonably refused.
- 2) A job exchange posting shall be incorporated and posted for other members of the bargaining unit who may want to exchange jobs for that period and wish to work in the department specified in the posting.

- 3) The applicant with the most points who has the minimum qualifications required to perform the duties of the job shall be given the exchange position subject to the the agreement of the initiator and the approval of the Unit Heads of the two units concerned. If approval is granted then the departments concerned will work out the details as to dares and time-frame in order for the exchange to take place.
- 4) Notwithstanding the above, should two (2) employees wish to exchange jobs for a period of a minimum of six (6) months to a maximum of one (1) year, they shall request approval from the Associate Librarian. This approval shall not be unreasonably refused and the job exchange posting process will be omitted. Unit Head approval, however, will be required.
- 5) Any of the parties to the exchange (the two departments or either employee) may decide to cancel the exchange within one (1) month after the exchange begins. If the exchange is not cancelled within the first month, then the employees concerned shall complete the full period of the exchange and shall not be eligible to be considered for any posted vacancy.
- 6) During the exchange period, both employees will continue to receive the salaries they were receiving in their original positions and will acquire points as though they were working in their original positions.
- 7) Any experience gained by an employee working in a position as a result of job exchange shall be experience for the purpose of job postings and promotions if required by the position for which application is being made.

## **ARTICLE 15**

### **LAY-OFFS AND RECALLS**

**15.01** The Employer agrees that no member of the bargaining unit will be laid off, have her normal working hours reduced, or be placed in a lower-rated classification during the time period ending August 31, 1988,

notwithstanding Article 25.05. During this time period, displaced employees will not have the right to refuse the first vacancy offered to them.

**15.02** In the event of a reduction of work force after August 31, 1988, the Employer agrees that employees shall be laid off in the reverse order of their seniority. It is agreed that temporary employees shall be laid off first.

**15.03** Employees shall be recalled in order of their seniority as they meet the minimum qualifications for the positions available.

**15.04** Recall rights shall be terminated on the cancellations of seniority in accordance with Article 13.06.

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

**15.06** The Employer shall provide written notice of layoff to employees affected at least three (3) months prior to the effective date of the layoff, or pay in lieu thereof. In the event of a disaster, the above notice or pay in lieu thereof shall be restricted to ten (10) days.

**15.07** A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained her seniority and is available and meets the minimum qualifications for that position.

## **ARTICLE 16**

### **HOURS OF WORK**

**16.01** The normal work week is thirty-five (35) hours consisting of seven (7) hours per day, Monday through Friday. The normal hours are 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 period from approximately the beginning of May to mid-September. Specific work schedules for employees on regular day work shall not be assigned to begin before 7:00 a.m. or end later than 6:30 p.m. Employees shall be entitled to a one (1) hour lunch period.

**16.02** The hours of work referred to in Article 16.01 are considered the core hours, and where the term “core hours” is used in other clauses in this article it shall be deemed to mean the hours of work detailed in Article 16.01.

**16.03** Although every effort will be made to maintain employees on regular day work, the Employer retains and reserves the right to establish shifts in those locations where it is beneficial for the efficient or economical operation of the Library or otherwise necessary. For those employees required by the Employer to work other than normal hours as defined in 16.01 above, the following conditions shall apply:

- a) Schedules will be prepared in advance by the Employer after consultation with and taking into consideration where possible the wishes of the employees involved.
- b) Such schedules will be prepared in advance with a minimum of five (5) working days notice provided before a change in schedule or a new schedule can be put into effect.
- c) No schedule shall include any split shifts within the same working day.
- d) All schedules shall commence on a Monday and end on a Sunday and shall average five (5) working days per week for each employee, and in no case shall provide more than six (6) scheduled days in the same calendar week (Monday to Sunday inclusive). In addition, each schedule shall provide for a minimum of two (2) weekends off out of every five.
- e) The normal hours of work per day within a schedule shall be as follows:
  - a) between 7:00 a.m. and 6:30 p.m. - 7 hours

- b) where a scheduled shift starts before 7:00 a.m. or terminates after 6:30 p.m. and for all shifts occurring on Saturday - 6 1/2 hours at full normal pay.
- f) All hours worked on Sunday shall be paid for at one and one one-half (1 1/2) times the employee's normal rate.

**16.04** An employee may, with the prior approval of her supervisor reduce her normal one (1) hour lunch period to one-half (1/2) hour and finish her workday one-half hour earlier. It is **recognized** that such approval must take into consideration the operational needs of the Unit.

**16.05** All employees will be allowed a fifteen (15) minute break in both the first half and second half of a shift.

**16.06** With the prior approval of the supervisor, employees may choose flexible work schedules within the following parameters:

- a) Normal starting time may not be earlier than 7:00 a.m. and normal finishing time shall not be later than 7:00 p.m.
- b) The maximum working period each day (excluding the lunch period) shall not exceed ten (10) hours.
- c) The maximum total working period each week shall not exceed forty-two (42) hours.
- d) The maximum total working period over a two (2) week period shall not exceed seventy-seven (77) hours.
- e) Any time off accrued in accordance with such a flexible working schedule shall be taken at a mutually convenient time and normally within the approved schedule.
- f) A maximum of five (5) days or thirty-five (35) hours may be accumulated to be taken at a time mutually convenient to the employee and the supervisor.
- g) Any day of leave **authorized** under Article 21, any day of sick leave, a statutory holiday or a vacation day shall be considered as a seven (7) hour day.

- h) Any person working in excess of seven (7) hours per day shall be excluded from the provisions of Article 16.03 and Article 17.
- i) A request by an employee for a schedule other than core hours should be evaluated objectively by the supervisor, taking into consideration the operational requirements of the department and the impact such a schedule would have on the work of the other employees.
- j) A request for a flexible working schedule shall not be refused without a clear explanation to the employee of the sound reason which prevents approval.

## **ARTICLE 17**

### **OVERTIME**

**17.01** Authorized overtime hours worked in excess of the normal hours of work or the employee's normal flexible hours schedule shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate (calculated by dividing the annual salary by 1820). However, should such overtime hours be performed on a Sunday, they shall be paid for at the rate of two (2) times the employee's regular hourly rate.

**17.02** An employee who is called in and required to work outside her normal scheduled hours, other than those hours immediately prior to or after normal starting or quitting time, shall receive four (4) hours pay at straight time or the actual hours worked at time and one-half, whichever is the greater.

**17.03** If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay and there shall be no pyramiding.

## ARTICLE 18

### HOLIDAYS

**18.01** The following holidays will be granted with pay at the employee's regular rate of pay for her normal number of daily working hours:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day, and Monday of
Civic Holiday	Reading Week or Heritage
	Day as designated by
	Employer

plus any other day or days as designated by the Employer. However, an employee will only be so paid:

- a) if she has worked her full regular day immediately preceding and immediately following the holiday.
- b) if she reports for work on such a holiday if requested. Payment for the holiday will be made, however, if the employee is absent on one or both of the qualifying days referred to above due to verified illness, scheduled time off banked as a result of flex-time, approved leave of absence with pay or in the case of unpaid leave of absence only if the total period of such leave does not exceed three (3) days.

**18.02** An employee who is required to work on any of the above holidays shall be paid her regular holiday pay plus pay for any time worked at one and one-half (1 1/2) times her regular rate. The employee may choose to receive a day off with pay, scheduled at a mutually convenient time, in lieu of her regular holiday pay.

**18.03** If a holiday should occur on an employee's regular scheduled day off or during her vacation period, she shall



receive an additional day off with pay at a mutually convenient time.

**18.04** The University will allow its staff the full time off between Christmas Day and New Year's Day inclusive. Where the library requires an employee to work on any of the days other than Christmas Day, Boxing Day or New Year's Day, she shall be paid for these days at the rate of time and one-half rather than at the regular straight time rate and will be compensated for missing the days off in that week by equivalent time off, at a mutually convenient time, including, for example, as an addition to the employee's vacation.

**18.05** 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 2. will be granted as an additional day off.

**18.06** Should a holiday as designated in Article 18.01 fall on a Saturday or a Sunday, an alternative day shall be designated by the Employer (except for Christmas Day, Boxing Day or New Year's Day where no alternative day will be designated unless it is New Year's Day falling on a Sunday in which case it will be observed on Monday, January 2).

## **ARTICLE 19**

### **VACATIONS**

**19.01** Vacations will be scheduled at mutually convenient times with the Employer reserving the authority to take into consideration the operational needs of the Library.

In order to have a vacation period request considered on the basis of seniority, an employee must notify the Employer of her preferred vacation period by March 31 of any given year.

The Employer shall post vacation schedules by May 1 of each year and thereafter such schedules shall not be changed unless mutually agreed to by the Employer and the employee.

An employee shall have the right to commence her vacation immediately following her regularly scheduled day off.

**19.02** If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an extra day off with pay in lieu of the holiday.

**19.03** Vacations with pay shall be based on seniority in the bargaining unit or length of continuous service with the Employer, whichever is the greater, as of June 30, in each year.

**19.04** Vacation allowances shall be determined on the following basis:

- a) during the first year of service prior to July 1 - one day for each completed month to a maximum of ten (10) working days.
- b) with one (1) year or more of service as of July 1 - fifteen (15) working days.
- c) with six (6) years of service as of July 1 - sixteen (16) working days, with seven (7) years of service as of July 1 - sixteen (16) working days, with eight (8) - eighteen (18), and with nine (9) - 19 nineteen working days.
- d) with ten (10) years or more of service as of July 1 - twenty (20) working days.
- e) with thirteen (13) years of service as of July 1 - twenty-one (21) working days,
  - with fifteen (15) years - twenty-two (22) working days,
  - with seventeen (17) years - twenty-three (23) working days,
  - with nineteen (19) years - twenty-four (24) working days.
- f) with twenty (20) years or more of service as of July 1 - twenty-five (25) working days.

**19.05** An employee terminating her employment shall receive a vacation allowance, prorated in accordance with 19.04 above, for the time worked since the previous June 30, less any actual vacation taken.

**19.06** Employees may, upon giving three (3) weeks prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.

**19.07** *Extended Vacation*

With the permission of the Chief Librarian at the time that vacation schedules are being prepared for the current year, an employee may defer her entitlement or a part thereof to use with her vacation entitlement the following year for an extended vacation.

The extended vacation is limited to two years' entitlement and any one year's entitlement or part thereof, must, if deferred, be used in the following year with the latter year's entitlement.

**ARTICLE 20**

**SICK LEAVE**

**20.01** Employees covered by this Collective Agreement are covered by the University's Sick Leave Plan. The arrangements provide leave with regular salary 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 continue to be kept by the Employer except for those of less than half a day,

**20.02** Sick leave is defined as absence from work and performance of regular duties because of the employee's illness or injury, quarantine through exposure to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.

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

**20.04** An employee is required to notify her non-union supervisor (or designate) as soon as possible on the first day of her absence due to illness. Thereafter, in a case of an anticipated absence of less than five (5) days, an employee will keep this supervisor informed on a daily basis. In the case of longer absences, progress toward recovery shall be reported to the non-union supervisor at reasonable intervals.

**20.05** 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 provides acceptable proof of entitlement to leave under Article 21.04, such leave may also be substituted for vacation. The resulting unused vacation entitlement would then be rescheduled at a mutually convenient later date.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

**21.01** *(General)* Subject to the written approval of the Chief Librarian, any employee may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed six (6) months because of personal illness or twelve (12) months for valid personal reasons.

**21.02** Leave of absence without pay and without loss of seniority will be granted to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed twenty (20) working days for

any one individual or fifty (SO) working days for the whole bargaining unit in any calendar year.

The Employer agrees that two (2) employees will be granted leave of absence with pay for five (5) working days each to attend the biennial National Convention of the Canadian Union of Public Employees.

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

**21.04** (*Bereavement*) An employee shall be granted time off for funeral purposes or leave of absence with pay of from one (1) to five (5) working days depending on circumstances to travel and/or attend to arrangements associated with the death of a member of the family or close relative.

**21.05** (*Jury Duty*) The Employer shall continue to pay full salary to any employee while she is required for Jury Duty or Crown Witness service.

**21.06** (*Training*) Where the Employer requires an employee to take any educational course of instruction, leave of absence with pay will be granted along with payment for the course itself. If the employee must attend the course at a time outside her normal hours of work, any hours so spent shall be considered as banked time to be taken off at a mutually convenient later date.

**21.07** (*Staff Benefits*) When an employee has been granted leave of absence without pay for a period of one (1) month or more, the Employer shall discontinue its share of any premiums or contributions to any of the staff benefit programmes. However, the employee can make arrangements for continuation of any such plans by paying the full premium or contribution herself. All such premiums or

contributions must be paid in advance in accordance with arrangements made by Personnel Services.

**21.08** (Special) Leave with pay may be granted up to a maximum of five (5) full working days in any calendar year for certain designated causes such as serious illness in the family or other emergencies.

**21.09** (*University Courses*) An employee, having taken into consideration the needs of her work situation in consultation with her unit, branch or department head, may attend one University course (or two half courses) of her choice during working hours per year. Approval to attend such a course must be obtained from the Associate Librarian, and shall not be unreasonably refused.

Attendance at lectures will be without loss of salary and the employee will normally be expected to write the final examination.

An employee will not be required to pay fees for Queen's undergraduate credit courses for which she is eligible, provided the course is successfully completed. However, in order not to be billed for these courses employees are required to identify themselves as staff members by including their staff number on each registration form.

As the fees for students in a graduate degree program are based on term fees and not by individual courses, reimbursement for employees will be made for these term fees up to a limit of two (2) years of continuous registration for a master's degree program and four (4) years of continuous registration for a doctoral degree program. Any subsequent fees will be the responsibility of the individual. A Queen's employee is not required to pay Student Interest Fees.

Where employees wish to take limited **enrollment** courses, the criteria for consideration will be the same as those applied to other students taking the courses as an option,

Fees related to non-credit or audited courses are not eligible for tuition assistance.

Employees taking courses shall be entitled, at the time of final examination, to be absent from work with pay for one-half (1/2) day.

Employees are required to inform the Associate Librarian of successfully completed courses.

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

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

- a) the University will pay 95% of the employee's normal basic earnings for the first two weeks of the maternity leave;
- b) during the following fifteen weeks of the maternity leave the employee will receive from the University a salary payment equal to the difference between 95% of the employee's normal basic earnings and the amount of unemployment insurance maternity benefit the employee is receiving or that which she would be expected to receive if she qualified for benefits.
- c) any period of maternity leave beyond the above seventeen weeks shall be without pay;
- d) during the full period of maternity leave both the employee and the University shall continue to pay their respective shares of the costs of the benefits plans in which the employee is enrolled:

- e) vacation credits will continue to accrue while a person is on maternity leave provided she returns to work for at least one month.

**21.12** (*Adoption*) An employee who adopts a **child(ren)** will be subject to the same rights and obligations as those specified for maternity except that the period of up to 6 months leave of absence will commence when the **child(ren)** is received.

**21.13** While an employee is on maternity leave, the replacement procedure shall be as follows:

The senior employee within that department, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the maternity leave. Should there be no employee in the department who is willing and able to fill the vacancy, then the position shall be offered to a member of the bargaining unit who has previously performed the duties for a minimum of four (4) months. In the event that this is not possible, then the position shall be offered to the most senior candidate in the bargaining unit who possesses the qualifications, ability and willingness necessary to perform the job. Should the above be unsuccessful, the replacement will be hired externally.

Upon return from maternity leave, the employee shall be placed in the position she held prior to going on maternity leave. If an employee on maternity leave decides not to return at the end of her leave, that position shall then be posted.

**21.14** (*Extension of Maternity Leave*) Subject to the written approval of the Chief Librarian, which shall not be unreasonably refused, an employee who has completed her maternity leave may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed six (6) months. During this leave, the replacement procedures specified in Article 21.13 shall be continued.



**21.15** (*Senate Library Committee*) The Union shall select or elect a member of the Union to be present at meetings of the Senate Library Committee and such attendance shall be without the loss of salary during regular working hours.

**21.16** (*Qualification Points*) Any employee who is granted a leave of absence without pay exceeding twenty (20) working days will not accumulate qualification points except for leave for maternity or Union business.

## **ARTICLE 22**

### **JOB CLASSIFICATIONS**

**22.01** Typical Generic Position Descriptions which include minimum qualifications and corresponding points for Library Technician 2 through 6 have been developed jointly by the Employer and the Union and shall be considered part of this Agreement.

A description for each specific position shall be written by the Employer with consultation with the employee who is the incumbent. Each specific position description shall be reviewed by the Union/Management Committee and shall be compared with the Generic Descriptions to determine its appropriate salary classification. If there is disagreement as to the description or the salary classification, such dispute may be resolved through the Grievance Procedure.

**22.02** During the term of this agreement should the Employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Appendix A, the appropriate rate of pay for such position shall be discussed by the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the dispute shall be submitted to arbitration in accordance with the grievance and arbitration provisions of this agreement.

**22.03** In the future should there be any other programmer analyst or programmer positions required in the library, these positions will be posted within the jurisdiction of the bargaining unit and the appropriate salary ranges will be developed.

**22.04** The memorandum of agreement regarding generic descriptions, dated June 2, 1982, shall form part of this agreement.

**22.05** The memorandum of agreement regarding the job evaluation of all employees represented by C.U.P.E. Local 1302 shall form part of this agreement.

## **ARTICLE 23**

### **STAFF BENEFIT PLANS**

**23.01** The Employer shall continue to make available to the employees the plans as outlined below in accordance with the policies and regulations for and regarding such plans as laid down by the Employer. Should it become necessary to amend or change any of the said plans, the Employer will discuss such amendments or changes with the Union. Furthermore, if there should occur any increase in the share of cost of these plans paid by the University, as outlined below, for any other group in the University, such changes would automatically apply to the employees covered by this Collective Agreement.

- a) Revised Pension Plan of Queen's University (Employer pays 7 1/2% of salary including Canada Pension Plan and employee pays 4 1/2% of salary up to Canada Pension Plan maximum, and 6% over Canada Pension Plan maximum, plus Canada Pension Plan).
- b) Long Term Disability Income Plan (100% paid by Employee).
- c) Group Life Insurance (55% paid by Employer and 45% paid by Employee).

- d) Queen's Supplementary Medical Plan (70% paid by Employer and 30% paid by Employee).
- e) Ontario Health Insurance Plan  $66 \frac{2}{3}\%$  paid by Employer and  $33 \frac{1}{3}\%$  paid by Employee).

## **ARTICLE 24**

### **UNION/MANAGEMENT**

**24.01** It is agreed that a joint committee will be established with four (4) designated representatives from each of the Union and the 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 shall be to exchange views on matters which may help to promote improvement in the functions of the Library and the welfare of its employees. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement. Such matters shall be handled by the Bargaining Committee as defined in Article 8.

**24.02** The Union Grievance Committee shall consist of the Union members of the Union/Management Committee plus the Steward involved with the grievance.

## **ARTICLE 25**

### **TECHNOLOGICAL OR OTHER CHANGES**

**25.01** In this article "technological change" means the introduction and use in the workplace of new machines or equipment which result in significantly different work duties.

In this article "organizational change" means a change in the size, composition or reporting relationship of any work group.

In this article “operational change” means a significant alteration in work patterns, methods or processes, including the floor or building where the work in question is performed.

**25.02** The Employer shall notify the Union at least six (6) months before the introduction of any major technological change which will affect the level or function of any group of employees.

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 employees.

**25.03** The Employer shall notify the Union at least three (3) months before the introduction of any **organizational** or operational changes which will affect the level or function of 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 effects of the changes at least two (2) months prior to any of the changes being incorporated.

**25.04** Should technological, **organizational** or operational change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of her position or a new position created by the changes covered in Article 25.01, the affected employee shall promptly receive the required on-the-job-training or, if the Employer deems necessary, training elsewhere up to one week in length at the cost of the Employer.

**25.05** An employee who is displaced from her regular position because of technological, **organizational** or operational change will suffer no reduction in normal earnings and shall remain employed in a position covered by this Collective Agreement.

The Employee who is displaced will automatically be considered before posting any vacancy which becomes available at the same level or one level lower if the em-

ployee has the required minimum qualifications for the vacant position. The employee shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position at the same level or one level lower for which she is qualified.

**25.06** Should a group or part of a group of employees and their positions in one unit or section be displaced because of technological, **organizational** or operational change, all employees in the affected group will be given the opportunity to volunteer for transfer to other available work. Failing a sufficient number of volunteers, employees will be transferred in reverse order of seniority, with the same rights as stated above.

**25.07** Former members of the **RECON** Section, Cataloguing Unit who were placed in a position at a lower classification at the completion of the project and who still hold those positions will continue to be automatically considered as applicants for any posted positions for which they are qualified and which are at the same level as their former positions, except as noted below.

An employee's salary rate as established in her former **RECON** position will be red-circled until she begins work in a position at a higher classification or the rate for the new position passes the level of her former salary and she will accrue points at her **RECON** position rate, unless otherwise agreed by the parties.

## ARTICLE 26

### MISCELLANEOUS PROVISIONS

**26.01** (*Monthly Salary*) The Employer shall pay salaries on a monthly basis in accordance with the salary schedule attached hereto and forming part of this Collective Agreement by dividing the annual salary by twelve (12).

**26.02** (*Meal Allowance*) Where an employee is required to work more than one hour overtime beyond her normal quitting time, and has been required to stay at the University rather than go home for a meal, she shall be reimbursed for any expense up to a maximum of six dollars (\$6.00) per meal.

**26.03** (*Taxi Voucher*) If an employee is called in to work between 10:00 p.m. and 7:00 a.m. or if normal hours of work or overtime hours end during this time, arrangements for taxi vouchers will be made by the Employer.

**26.04** (*Equal Pay*) The principle of equal pay for equal work shall apply regardless of sex.

**26.05** (*Acting Pay*) When an employee temporarily substitutes and performs the major duties of a higher graded position for a period in excess of fifteen (15) working days, she shall receive acting pay for the full period while filling the temporary position. When an employee is temporarily promoted from one grade to another she shall be placed in the step of the new grade which produces an increase of at least \$300 per year. In no case will the new rate exceed the maximum for the grade.

**26.06** (*Union Notices*) The Employer agrees to provide space on the bulletin boards marked "Local 1302, C.U.P.E." and on computer bulletin board screens (if available) for notices of official Union meetings, on the understanding that such notices will be in keeping with the general spirit and intent of the Collective Agreement.

**26.07** (*Collective Agreement*) The Employer agrees to print and supply sufficient copies of the Collective Agreement for the Union and its members.

**26.08** (*Official Correspondence*) All official correspondence arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Personnel Services and the Secretary of Local 1302, C.U.P.E.

**26.09** It is agreed that employees will have access to the School of Physical and Health Education facilities in accordance with the policies and regulations as laid down by the University.

**26.10** The Employer agrees that Appendices A and B form a part of this agreement.

**26.11** The Union President, Secretary, and the C.U.P.E. National Representative, shall be listed as **PROFS** users for purposes of electronic mail and information exchange with the Employer.

## **ARTICLE 27**

### **HEALTH AND SAFETY**

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

**27.02** (*Video Display Terminals*) The Employer recognizes the importance of taking precautions to ensure that employees who use video display terminals on a continuous basis in their work are protected from serious risk to their health. To achieve this objective, the Employer will consult actively with the employees concerned and with the Union on these matters.

Each new video display terminal or a machine which has suffered a hardware malfunction shall be tested to measure dangerous emissions of x-rays and electromagnetic radiation. The results of the test of each machine shall be provided to the Joint Health and Safety Committee.



An employee who uses a video display terminal on a continuous basis in her work may request, and shall be granted, alternate duties during the last one-half (1/2) hour before the end of her regular shift.

A pregnant employee whose job duties involve the major use of a video display terminal for most of her work may request, and shall be granted, priority in filling temporarily any vacant position which does not involve a major use of a terminal at her current salary level. The pregnant employee will return to her original position following her maternity leave.

Each employee whose duties involve a major use of video display terminals shall be eligible for an eye examination, including tests for cataracts, when she assumes such a position and once per year thereafter. The advisability of more frequent examinations will be investigated and implemented if necessary at the Employer's expense.

**27.03** The Employer shall notify the Union's Health and Safety representative immediately of all accidents to bargaining unit members which require medical attention. The representative shall have an opportunity to investigate and shall have access to accident reports. The Union shall also have the right to appoint an alternate.

## ARTICLE 28

### DURATION OF THE AGREEMENT

**28.01** The Agreement shall continue in force and effect from July 1, 1987 until June 30, 1988.

Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 1988 present to the other party in writing, proposed terms of a new or further agreement **and/or** amendments to this Agreement, and a conference shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement



by June 30, 1988 this Agreement and all its terms with the exception of Article 7 will continue in force and effect until a new Agreement is reached.

**APPENDIX A**

**LIBRARY TECHNICIAN SALARIES**

July 1, 1987 - June 30, 1988

Effective July 1, 1987 the following adjustments will be made in the order shown:

- a) all employees who have not yet reached the top rate in their salary classification will progress one step;
- b) the salary rates of the January 1, 1987 salary grid will be increased by 4.2% and the salaries of those employees in a) above will be increased accordingly;
- c) those employees at the top of their range who do not get a step and who are not red-circled will receive a \$300.00 cash payment (pro-rated for those working less than full-time).

Therefore, following the adjustment above, the salary grid in effect as of July 1, 1987 shall be as follows:

	1	2	3	4	5	6
LT2	16,781	17,212	17,654	18,107		
LT3			18,467	18,922	19,388	19,865
LT4			21,873	22,429	23,001	23,588
LT5			25,307	26,002	26,716	27,448
LT6			26,722	27,459	28,215	28,994

Administrative Procedures

- a) When an employee is promoted from one grade to another she shall be placed in the step of the new grade which produces an increase (in full-time base rate) of at least \$300.00 per year.

- b) New employees will receive a salary that is \$250.00 per year less than the first step on the grid for their position until they have successfully completed their probation period as defined in Article 13.03.
- c) The normal starting salary for employees moving into the classifications of Driver or Secretary will be at that of LT3 Step Three (the probationary rate for new employees would be in accordance with b) above).

## APPENDIX B

### POINTS FORMULA BASIS

	<u>Point Weights</u>
1. Ontario Secondary School Graduation Diploma (Ontario year); or equivalent • subtract 2.5 points for each year of secondary school less than above	10
2. Ontario Secondary School Graduation Diploma (Honours), (Ontario Year 5); or equivalent • acceptance as a mature student (i.e., after successful completion of one full course at Queen's) will be considered the equivalent of holding the OSSGD(H).	13
3. Business college diploma, or teacher training certificate, equivalent to one academic year of full-time study • Qualification points will not apply until after one year of Library Service	3
4. Community colleges and Colleges of Applied Arts and Technology, per course completed (maximum of 7.5 points for a diploma) • qualification points will not apply until after one year of Library service	1
5. University degree (Bachelor's) acceptable to a Canadian university for further study • maximum together with secondary school is 26 points • qualification points accruing from university credits will not apply until after one year of Library service	13
6. University courses (as above), per course completed (no degree, maximum of 13) • university courses taken after completion of a university degree or de-	1

degrees beyond the first Bachelor's degree do not count for extra point credit, as the total number of points which may be allocated for education is 26

- qualification points accruing from university courses completed prior to entry into the bargaining unit will not apply until after one year of Library service
7. Diploma in library technology 7.5
    - qualification points will not apply until after one year of Library service
  8. Language other than English (fluent reading/speaking knowledge) where required by duties and specified in position description 7.5
  9. Full-time relevant outside experience, points per year according to entry level and decrease at the same rate as experience in Queen's University Libraries accrues
    - **LT2** maximum points 6 (1 year), decrease at 4 points per year
    - **LT3** maximum points 10 (1.5 years), decrease at 5 points per year
    - **LT4** maximum points 15 (2 years), -decrease at 6 points per year
    - **LT5** maximum points 21 (2.5 years), -- decrease at 7 points per year
    - **LT6** maximum points 28 (3 years), -decrease at 8 points per year
  10. Queen's Library experience, per year, at level 1 (prior to May 1, 1985, when level 1 was eliminated) 3
  11. Queen's Library experience, per year, at level 2 4
  12. Queen's Library experience, per year, at level 3 5
  13. Queen's Library experience, per year, at level 4 6
  14. Queen's Library experience, per year, 7

- at level 5
15. Queen's Library experience, per year,  
at level 6
16. Minimum point scores for individual grades  
of Library Technicians:
- LT2 - n/a
  - LT3 - 16
  - LT4 - 26
  - LT5 - 38
  - LT6 - 50

NOTE. Situations which are not covered by the above  
Formula or which leave room for doubt will be  
resolved individually by the Union/Management  
Committee of the Library.

## APPENDIX C

### Commitments Made to the Kingston Library Technicians Union C.U.P.E. Local 1302 in 1987/88 negotiations

1. E.A.P. It is the University's intention to meet with a small group of interested parties to determine if there is a need for Employee Assistance Program. One representative from each C.U.P.E. local will be included in this group. This group will research the services that are presently provided on campus and in the community to help the troubled employee with personal problems and look at programs at other institutions.  
If it is determined that such a program is required, a proposal will be prepared for presentation to the Vice-Principal (Resources) requesting the implementation of an Employee Assistance Program and suggesting the kind of program which should be considered.
2. Self-Funded Leave Early in 1988, or upon the enactment of the required regulations, the University will present a self-funded proposal for consideration by Locals 229, 254 and 1302. Information provided by these C.U.P.E. locals will assist in the design of such a proposal. This mutually agreed proposal will form part of their collective agreements.
3. Long Term Disability As of May 1, 1988, any new full-time continuing employees of C.U.P.E. locals will be required, unless otherwise adequately covered, to **enroll** in the Long Term Disability insurance plan.

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W.D.R. Millage, for the ~~Canadian~~ Union of Public Employees

*Dated at the City of Kingston, Province of Ontario,  
this 8th day of April 1988.*

4. Dental Plan The University will implement a basic dental plan for each C.U.P.E. local. The implementation date will be July 1, 1988 with 50% of the premium paid by the University. Participation in this plan will be compulsory unless an individual is covered by another plan. The Union recognizes that the funding for this benefit will come from