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AGREEMENT

between

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

and

**CANADIAN UNION
OF PUBLIC EMPLOYEES
WORKERS' UNION
LOCAL 1302**

July 1st, 1997 - June 30th, 1999

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TABLE OF CONTENTS

Article 1.	General Purpose	1
Article 2.	Management Rights	1
Article 3.	Recognition	1
Article 4.	No Discrimination	5
Article 5.	Union Security	5
Article 6.	Dues Deduction	7
Article 7.	No Strikes or Lockouts	7
Article 8.	Bargaining Committee	8
Article 9.	Stewards	8
Article 10.	Grievance Procedure	10
Article 11.	Arbitration	12
Article 12.	Discipline, Discharge and Suspension	14
Article 13.	Seniority	15
Article 14.	Job Posting	16
Article 15.	Lay-offs and Recalls	21
Article 16.	Hours of Work	22
Article 17.	Overtime	24
Article 18.	Holidays	25
Article 19.	Vacations	27
Article 20.	Sick Leave	29
Article 21.	Leaves of Absence	31
Article 22.	Job Classifications	39
Article 23.	Staff Benefit Plans	40
Article 24.	Union/Management Committee	41
Article 25.	Technological or Other Changes	42
Article 26.	Miscellaneous Provisions	44
Article 27.	Health and Safety	46
Article 28.	Duration of Agreement	47
Appendix A	Salaries	48
Appendix B	Points Formula Basis	51
Appendix C	EAP	54
Appendix D	Self-Funded Leave	55
Appendix E	Dental Plan	61
Appendix F	Tuition Assistance Program	62

ARTICLE 1

GENERAL PURPOSE

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.

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

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 (17½) hours a week.

The Employer may engage students or other persons for summer and other temporary employment provided that such employment does not adversely affect the rights of employees under this Agreement. However, any employees engaged under this paragraph will automatically come under the jurisdiction of the Union once the period of employment exceeds one (1) month, or in the case of summer students, four (4) months.

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

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

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.

It is understood the Library and Archives are two separate entities at the University. Accordingly, where the Collective Agreement refers to Chief Librarian/University Archivist, it is agreed that the Union will address matters relating to this Collective Agreement to the proper Management representative.

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 his/her term appointment without receiving a continuing appointment, then his/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 one (1) month 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 be eligible to be considered for any posted vacancy which will result in a continuing appointment or for other term appointments which are posted ten (10) working days prior to the end of the current term appointment. If a temporary employee receives a continuing appointment and is unsuccessful during the trial period, then employment with the University shall be terminated. If the employee is

displaced by the reversion of another employee and cannot return to the former temporary position because it no longer exists, the employee may be placed in another temporary position for which he/she is qualified. If no such position exists, employment with the University shall be suspended but the temporary employee shall retain seniority for the purpose of job postings for one (1) month.

- 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 his/her seniority dated from his/her date of employment in the bargaining unit.
- 6) A temporary employee who is rehired within thirty (30) days of termination of employment shall suffer no loss of accrued seniority for the purpose of job postings and continuing appointments.
- 7) The Union shall receive a copy of the appointment letter of each temporary employee.
- 8) 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 21.05 and 21.06.
- 9) 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.
- 10) 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 to a maximum of twenty (20) days.

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, 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 7(2) of The Human Rights Code, Section 7(3)(a) and (b) of The Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against his/her will.

ARTICLE 5

UNION SECURITY

5.01 All existing members of the Union shall remain members of the Union and all new employees as a condition 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 Employer **recognizes** the role of elected union officials in labour management relations and shall not discriminate against them.

5.04 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 duties as outlined by the terms of this agreement. Members of the executive shall provide a minimum of three days written notice, where possible, to their non-union supervisor when requesting leave to attend to such union duties.

5.05 In consideration of this acknowledgement and undertaking, the Employer agrees to the following:

- a) Union officials asked to serve on University Committees or asked to attend meetings with University administration, not otherwise covered by this collective agreement will normally be granted, subject to the operational needs of the Unit, leave with pay for the meeting time. Union officials shall report back to their non-union supervisor or designate when the meeting ends.
- b) All requests for paid leave shall be submitted to the Employer as much in advance as possible.
- c) Leave with pay granted under this Article shall not extend beyond normal working hours.

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 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.

ARTICLE 8

BARGAINING COMMITTEE

8.01 For the purpose of negotiations between the parties as provided for in Article 28 (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 28 (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 his/her grievance in accordance with the Grievance Procedure.

9.03 The Employer agrees to **recognize** and deal with a Union Grievance Committee of three (3) Union representatives including the Local Union President (or designate).

9.04 The Union acknowledges that Union Stewards and Grievance Committee members have duties to perform for the Employer, and they shall not absent themselves from their duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the Employer will compensate them for time spent in handling grievances of employees. Such compensation shall not extend beyond working hours. Stewards, or Grievance Committee members shall be required to request leave from their non-union supervisor or designate before leaving their place of work and to report back to the non-union supervisor or designate on returning to work. Such permission shall not be unreasonably withheld.

9.05 A Union steward 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 withheld.

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

9.07 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.

The Employer shall notify the Union in writing of the name of each non-union supervisor, and designate.

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

9.09 All requests for paid leave under this article shall be submitted to the Employer as much in advance as possible.

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 his/her Steward may request his/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 his/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 his/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 Human Resources by the Union within five (5) working days of the date when the Chief Steward received his/her answer in writing from the Chief Librarian. A grievance meeting will be arranged by the Director of Human Resources with the Union grievance committee within five (5) working days after his/her receipt of the grievance. The National Representative of the Union shall have the right to attend such meeting. The Director of Human Resources 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 he/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.

10.07 Each employee, along with a Union Steward, shall have the right to review his/her own personal file and review his/her record.

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 Chairperson.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the 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 Chairperson 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 Chairperson.

11.05 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 1302, in matters between Queen's University and C.U.P.E. Local 1302. A copy of all requests for leaves under this article shall be submitted to the Manager, Staff Relations in Human Resources as much in advance as possible.

11.06 *Time Limits*

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

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

11.08 Nothing in this agreement shall prevent the Union from exercising its rights to use Section 49 of the Labour Relations Act, 1995.

ARTICLE 12

DISCIPLINE, DISCHARGE AND SUSPENSION

12.01 An employee shall be accompanied by his/her Steward at any formal interview with his/her non-union supervisor held for the purpose of discussing unsatisfactory aspects of his/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 his/her reply shall also become part of his/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 him/her at any time after twenty-four (24) months.

12.04 Each employee shall have the right to review his/her own personal file and review his/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 his/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 successfully completed their probationary period. The probationary period shall be three (3) months, however, it may be extended for an additional three (3) months by mutual agreement of the Employer and the Union. 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 he/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 twenty-four (24) 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 his/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.

13.08 Where a University employee who is a member of C.U.P.E. Local 229 or 254 is the successful applicant to a vacancy in this bargaining unit, that employee shall transfer his/her full seniority and service into the bargaining unit.

ARTICLE 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 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: summary section from the job description, qualifications related to the needs of the job, required knowledge and education, ability and skills, hours of work, working conditions 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.

Tests where required shall be administered in accordance with objective and uniform standards and provide a follow-up counselling service to the involved employee. The parties agree that compliance with this Article may be achieved by having test(s) and follow-up counselling provided by an appropriate department at the University.

14.02 If a continuing employee is appointed to a temporary position and that position is to be **reposted** as a permanent position, then the incumbent shall be given first refusal before the position is posted.

14.03 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).

14.04 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 his/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 his/her interest in each vacancy for which he/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.

14.05 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 14.04.

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

14.06 The successful applicant shall be placed on trial for a period of three (3) months from the time the new duties are assumed. A trial period may be extended for an additional three (3) months by mutual agreement of the Employer and the Union. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, he/she shall be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate. Any other employee, promoted or transferred because of the rearrangement of positions, shall also be returned to his/her

former or equivalent position without loss of seniority, and at his/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 trial period.

14.07 An employee who has been transferred to a permanent position must serve at least six (6) months in that position before he/she is eligible for consideration for any other position, unless otherwise consented to in writing, by both Management and Union. Such a request shall not be unreasonably denied. A continuing employee who has been transferred to a temporary position shall not be eligible for any position other than a permanent position until the temporary position has ended.

14.08 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 his/her term.

14.09 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 his/her approval.

14.10 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 Personnel 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 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 dates 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 Personnel 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. At no time shall a job exchange become permanent.
 - 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 In the event of a reduction of work force, 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.

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

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

15.04 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.

15.05 In the event of a layoff, the Employer shall notify the Union of such layoff fourteen (14) days in advance of the required notice to employees.

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

It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

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 his/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/Archives 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-half (1½) times the employee's normal rate.

16.04 An employee may, with the prior approval of his/her supervisor reduce his/her normal one (1) hour lunch period to one-half (½) hour and finish his/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 shall 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 (1½) 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 his/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 his/her normal number of daily working hours:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Monday of Reading Week or Heritage Day

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

- a) if he/she has worked his/her full regular day immediately preceding and immediately following the holiday.
- b) if he/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 his/her regular holiday pay plus pay for any time worked at one and one-half (1½) times his/her regular rate. The employee may choose to receive a day off with pay, scheduled at a mutually convenient time, in lieu of his/her regular holiday pay.

18.03 If a holiday should occur on an employee's regular scheduled day off or during his/her vacation period, he/she shall receive an additional day off with pay at a mutually convenient time.

18.04 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 17.01. Alternately, where operational requirements permit, an employee may choose to be compensated by taking the time and one-half as lieu time, at a mutually convenient time to the Employer and the employee.

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/Archives.

In order to have a vacation period request considered on the basis of seniority, an employee must notify the Employer of his/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 his/her vacation immediately following his/her regularly scheduled day off.

19.02 If a paid holiday falls or is observed during an employee's vacation period, he/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) members who have completed more than one (1) year of continuous service as of July 1st have vacation entitlement as follows:

<i>Years of Continuous Service</i>	<i>Vacation Days</i>
after 1 year	15 days
after 2 years	15 days
after 3 years	16 days
after 4 years	17 days
after 5 years	18 days
after 6 years	19 days
after 7 years	20 days
after 10 years	21 days
after 12 years	22 days
after 14 years	23 days
after 16 years	24 days
after 18 years	25 days
after 19 years	26 days
after 20 years	27 days
after 22 years	28 days
after 24 years	29 days
after 25 years	30 days

The above table shall apply to full-time employees. However, employees working less than full-time shall have their vacation entitlement pro-rated.

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

19.06 An employee terminating his/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.

19.07 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.

19.08 *Extended Vacation*

With the permission of the Chief Librarian/University Archivist at the time that vacation schedules are being prepared for the current year, an employee may defer his/her entitlement or a part thereof to use with his/her vacation entitlement the following year for an extended vacation. Such a request shall not be unreasonably denied.

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 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 (6) months of continuous absence. Records of absence will be kept by the Employer. However, personal attendance records shall not be publicly displayed or distributed.

20.02 Sick leave is defined as absence from work and performance of regular duties because of the employee's bona fide illness, injury, or quarantine through exposure to contagious disease.

20.03 An employee may, with prior warning, be required

to provide a doctor's certificate certifying that the employee is medically unable to carry out normal duties due to illness.

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

20.04 An employee shall notify his/her non-union supervisor or designate as soon as possible on the first day of his/her absence due to illness. In the case of longer absences, progress toward recovery and expected date of return to work shall be reported to the non-union supervisor or designate at reasonable intervals.

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

20.06 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 his/her position 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.

20.07 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 21.05, Bereavement Leave, such leave may also be substituted for vacation. The resulting unused vacation would then be rescheduled at a mutually convenient later date.

20.08 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.

ARTICLE 21

LEAVES OF ABSENCE

21.01 *(General)*

Subject to the written approval of the Chief Librarian/University Archivist, 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 (50) working days for the whole bargaining unit in any calendar year. 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.

21.03 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.

21.04 *(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.

21.05 *(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.

21.06 *(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 to work if there are three (3) or more hours remaining on his/her shift.

21.07 *(Moving Day)*

The Employer may grant up to one (1) day of leave with pay per calendar year to an employee who is moving from their principal residence to another in the local area.

21.08 *(Training)*

Where the Employer requires that any educational course be undertaken, leave of absence with pay shall be granted along with payment of course-related costs. Employees are encouraged to advise the Employer of job-related courses. Permission to attend such courses shall not be unreasonably withheld and where permission is granted, this Article shall apply in its entirety. If the employee must attend the course at time outside his/her normal hours of work, any hours so spent shall be considered as banked time to be taken at a mutually convenient later date.

21.09 *(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 him/herself. All such premiums or contributions must be paid in advance in accordance with arrangements made by Human Resources.

21.10 *(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, a medical or dental appointment or other such infrequent emergency.

21.11 *(Tuition Assistance Program)*

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

21.12 *(Maternity)*

An employee who becomes pregnant may apply for maternity leave of absence. Unpaid leave shall be granted, regardless of length of service, upon written request. Paid maternity leave however, shall be granted upon written request if the employee has one (1) year or more of service and presently holds a current appointment of a year's duration or longer. The total maximum period of the maternity leave both before and after the termination of the pregnancy shall be twenty (20) weeks. With at least three (3) weeks prior notice of a desire to return to work from maternity leave, the employee will be **re-instated** in her previous position or a comparable one with no loss of salary. During the last three (3) weeks prior to the employee's return to work, she shall be eligible to apply for any job posted during the three (3) week period.

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

- a) Maternity Leave allowance as follows:
 - (i) (Weeks 1 & 2)

100% of the employee's normal basic earnings for the first two (2) weeks of the maternity leave;

(ii)(Weeks 3 to 17)

for the next fifteen (15) weeks of the maternity leave, the employee will receive from the University a salary payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance maternity benefit the employee is expected to receive if she qualifies for EI benefits;

(iii)(Weeks 18 to 20)

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

- b) any period of leave beyond this twenty (20) weeks shall be without pay;
- c) during the full period of maternity leave both the employee and the University shall continue to pay their respective shares of the costs of the benefits plans in which the employee is enrolled;
- d) eligible employees will receive the salary and benefits provisions specified above on the understanding that the employee is expected to work for the University for at least six (6) months following the date of her return from her paid maternity leave (including any additional leave such as parental leave or unpaid leave of absence);
- e) vacation credits will continue to accrue while a person is on maternity leave;

-) all payments under this policy must be in accordance with the Sub-Plan agreement that is riled by Queen's University with Human Resources Development Canada pursuant to Regulation 37 of the Employment Insurance Regulations and the provisions of this Collective Agreement.

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/ University Archivist, which shall not be unreasonably refused, an employee who has completed her maternity and parental leaves may be granted a leave of absence without pay and without loss of accrued seniority for a specified period of time not to exceed seventeen (17) weeks to a maximum total, including parental leave, of twelve (12) months leave. During this leave, the replacement procedures specified in Article 21.13 shall be continued.

21.15 *(Adoption Leave with Pay)*

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

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

parents may choose which one will apply for a paid leave of absence, but the leave time may be divided between them.

21.16 (Parental Leave)

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

21.17 (Paternity Leave)

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

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

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

- a) Paternity Leave allowance as follows:
 - (i) (Weeks 1 & 2)

100% of the normal basic earnings for the first two (2) weeks of the paternity leave;

(ii)(Weeks 3 to 12)

for the next ten (10) weeks of the paternity leave, the employee will receive from the University a salary payment equal to the difference between 100% of the employee's normal basic earnings and the amount of Employment Insurance Parental Leave benefit the employee is expected to receive if he/she qualifies for EI benefits;

(iii)(Weeks 13 to 15)

100% of the normal basic earnings for the remaining three (3) weeks of the paternity leave;

- b) under the Employment Standards Act, paternity leave falls under the provisions of Parental Leave and therefore a further three (3) weeks of leave without pay is available. Any period of leave beyond that falls under the provisions of leave of absence without pay;
- c) paternity leave must be completed within fifteen (15) weeks after the infant child is born or released home from the hospital;
- d) paternity leave may not be substituted for Adoption Leave;
- e) it is the responsibility of the employee applying for Paternity Leave to demonstrate to his department head that his request meets the criteria for the leave as set out above.

21.18 (*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.

21.19 (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 March 17, 1994, 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: the basic employee contribution (**4.5%** of normal basic earnings up to the Canada Pension Plan ceiling and **6%** of normal earning in excess of the **CPP ceiling**) will be matched by the University. The University's contribution to the Minimum Guarantee Fund shall be as determined by a valuation prepared by the Plan's actuaries. Such contribution shall be in accordance with the requirements of the Pension Benefits Act of Ontario and also shall not exceed the maximum amount that is permitted under the Income Tax Act.
- b) Long Term Disability Income Plan (**100%** paid by Employee).
- c) Group Life Insurance (**55%** paid by Employer and

- d) 45 % paid by Employee).
Queen's Supplementary Medical Plan (70 % paid by Employer and 30% paid by Employee).

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

23.02 Any new full-time continuing employees of C.U.P.E. Local 1302 will be required, unless otherwise adequately covered, to enrol in the Long Term Disability Insurance Plan.

23.03 *Dental Plan*

The Employer will continue to make available on a compulsory basis to all eligible employees who are not covered on an alternate plan a basic dental plan as described in Appendix E.

The Employer agrees to pay 75% of premiums at current ODA rates minus one year.

ARTICLE 24

UNION/MANAGEMENT COMMITTEE

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/Archives 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. Where possible, agendas of matters for discussion

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

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

In the event that a displaced employee is awarded a position at a lower salary level, he/she may continue to apply for positions at the higher salary level which was previously held, and Article 14.07 shall not apply in this case.

Employees who are "purple circled" as of the date of ratification of the Collective Agreement shall remain purple circled until June 30, 1999. The definition of purple circled is that where the individual has been placed in a lower level classification and the individual's current salary exceeds the new range maximum, the employee will receive the **annual** scale increase only.

An individual who is placed in a lower level classification after the date of ratification of the Collective Agreement shall suffer no reduction in wages, however their salary shall be "red-circled" and frozen until their salary comes back into line with their new range maximum.

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 The work of any position that has been or will be declared redundant will not be contracted out.

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 his/her normal quitting time, and has been required to stay at the University rather than go home for a meal, he/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, he/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 he/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 Manager, Staff Relations in Human Resources 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 and the Union agree that all Appendices attached hereto form a part of this agreement.

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 an extensive basis may request, and shall be granted, alternate duties during the last one-half ($\frac{1}{2}$) hour before the end of the regular shift. All employees shall be encouraged to structure their work day, where possible to ensure variation between terminal and non-terminal work.

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. In the event there is no suitable vacancy, every attempt will be made to accommodate the employee by rearrangement of duties within the department. 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 he/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. In the event that the Union's Health and Safety Officer cannot be reached, the President of the Local will be notified immediately. 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 AGREEMENT

28.01 The term of the Collective Agreement shall be July 1, 1997 to June 30, 1999.

Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 1999 present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement, and a conference shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by June 30, 1999 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, 1997 - June 30, 1999

Effective July 1, 1997, 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 current salary grid will be increased by 1.5%* and the salaries of those employees referred to in (a) above will be increased accordingly;
- c) those employees not eligible to progress one step as in (a) above shall have their salaries adjusted by 1.5%*.
- d) Members of the bargaining unit who are actively employed as of the date of ratification of the Collective Agreement shall receive a one-time lump sum payment of \$200.00 (less deductions required by law).

* *The 1.5 % adjustment is comprised of a .9% scale increase and a special adjustment of .6% in recognition of restructuring within the Library System and the resolution of outstanding arbitrations.*

Salary Grid Effective July 1, 1997								
	1	2	3	4	5	6	7	8
LT2	24602	25119	25649	26194	26751	27567		
LT3			26624	27171	27730	28302	28891	29706
LT4			31082	31757	32452	33165	33981	
LT5			35252	36096	36964	37852	38667	
LT6			36970	37867	38784	39731	40547	

Effective July 1, 1998, 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 July 1, 1997 salary grid will be increased by 1.0% and the salaries of those employees referred to in (a) above will be increased accordingly;
- c) those employees not eligible to progress one step as in (a) above shall have their salaries adjusted by 1.0%.

Salary Grid
Effective July 1, 1998

	1	2	3	4	5	6	7	8
LT2	24848	25370	25906	26456	27019	27843		
LT3			26891	27442	28007	28585	29180	30003
LT4			31393	32076	32776	33497	34321	
LT5			35604	36457	37334	38231	39054	
LT6			37340	38245	39172	40128	40953	

Administrative Procedures

- a) When an employee is promoted from one grade to another he/she shall be placed in the step of the new grade which produces an increase (in full-time base rate) of at least **\$300** per year.
- b) The normal starting salary for employees moving into the positions of Driver or Secretary will be that of **LT3** Step Three.
- c) When an employee transfers voluntarily to a position at a lower grade, he/she shall be placed in the step of the new grade which does not provide a salary increase.

APPENDIX B

POINTS FORMULA BASIS

		Point Weights
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 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 | 1 |
| 7. | Diploma in library technology
● qualification points will not apply until after one year of Library service | 7.5 |
| 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
● m maximum points 6 (1 year), decrease at 4 points per year
● m maximum points 10 (1.5 years), decrease at 5 points per year
● m maximum points 15 (2 years), decrease at 6 points per year
● m maximum points 21 (2.5 years), decrease at 7 points per year
● m maximum points 28 | |
| 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, 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, at level 5 | 7 |
| 15. | Queen's Library experience, per year, at level 6 | 8 |
| 16. | Minimum point scores for individual grades of Library Technicians: <ul style="list-style-type: none">• 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

E.A.P.

C.U.P.E. Local 1302 shall elect or appoint its representative to the joint E.A.P. administrative committee, established by the University, for the purposes of implementing and monitoring an Employee Assistance Program.

APPENDIX D

SELF-FUNDED LEAVE PLAN

General

1. Recent amendments to the Income Tax Act have allowed Queen's to establish a plan which will provide tax relief to Employees who wish to self-fund a leave of absence.
2. This document describes the general terms, and administration of a self-funded leave plan. The precise terms and conditions governing the plan are set out in a formal agreement which the Employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this document or in the formal agreement with the Employee, conflicts with the Income Tax Act or any other legislation, that legislation shall take precedence.
3. The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in *the Staff Policy Manual*, or the Collective Agreements between the University and its Bargaining Units.
4. Under this plan, a part of an Employee's salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only **75%** of his/her normal salary. The remaining **25%** would be held in an interest-bearing trust for the Employee. In year

four, the Employee would go on leave of absence and receive the amounts which had been set aside in the previous years. (The 75%/25 % are used to illustrate how the program works.) The Employee has many options for the deferred amount and the length of the leave. Restrictions on **length** of leave, the amount of salary deferral and deferral period are outlined in the following section *Terms and Conditions*.

5. The tax advantage to this program is that the Employee may earn income in one year, but not pay tax on that income until a subsequent year. Also, by receiving 75% of full-time salary for four years instead of 100% salary for **three** years, the Employee may possibly end up in a lower tax bracket and pay less total tax on the same total salary.

Terms and Conditions

1. The purpose of the plan is to fund a leave of absence. It is not intended to help fund a retirement or other permanent separation from the University. Upon completing **the** leave of absence, the Employee must return to the University for a period equal to or greater than the duration of the leave.
2. Deferral of salary may not exceed 33.33 % of earned salary. The Employee may defer any fraction which is less than this percentage. The deferred amount will be held in trust by the Bank of Montreal in the name of the Employee. Interest, based on the Bank of Montreal Savings Account rate, will be paid to the Employee at the end of each calendar year. The interest received is taxable and the amount will be reported to the individual's personal tax return for that year even though he/she has not received payment. The amount of interest earned will be reported to the Employee on a **T5** form each year.

3. The leave must be at least six (6) months, and no longer than one (1) year. The leave must start within six (6) years of the date of the first deferral.
4. During the years that an Employee is participating in the self-funded leave plan, EI and CPP must be based on actual earnings which, using our earlier example, would be 75%. Life insurance benefits may be based and supported by the University on nominal earnings (100%). Supplementary Medical, Dental and Semi-Private Hospitalization, because they are flat rates, will remain the same and will continue to be supported by the University. Long Term Disability benefits will be based on nominal earnings, so that if an individual were to become disabled during the deferral period or their leave, then full salary would be insured. Premiums will continue to be paid in full by the Employee. An Employee may also have the choice of contributing to the pension plan, based on their nominal or actual salary for the full term of the program (if allowed by Revenue Canada), with continued University support. Arrangements must be made before the leave for an Employee to pay his/her share of the premiums for their chosen benefit coverage.
5. Leaves must be taken at the end of the deferral period. The Employee may not, for example, take a leave in year two and then pay the University back over the next three years.
6. During the leave, the individual may not be employed by the University in any capacity, even if that employment is casual and unrelated to his/her normal duties.
7. It is expected that an individual will continue to be committed to his/her plan for self-funded leave. However, in the case of unforeseen or extenuating

circumstances, an Employee may withdraw from the plan prior to **taking** his/her leave of absence, provided that he/she notifies the Department Head and the Plan Administrator in writing. The accumulated salary deferral less required tax withholdings plus current year accrued interest will be returned to the Employee upon withdrawal. Withdrawal from the plan does not prevent the Employee from entering a new plan at a later date.

Eligibility

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

Application Process

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

Other Matters

1. On return from leave, an Employee shall be assigned to the same position, or an alternative position mutually agreeable to the Employee and the University at the same level as that held prior to going on leave. An Employee participating in this plan will not suffer a penalty in compensation or benefits should a delay be caused by the University in returning the Employee to their former position or an alternate position after the completion of their leave.
2. An Employee participating in the plan shall be eligible, upon return from leave, for any automatic

increase in salary that would have been received had the leave not been taken. Vacation entitlement shall not accumulate, but service credit will continue to accrue during the time spent on leave. If an individual becomes ill, no sick leave will be charged during the duration of the leave - sick leave will commence on the individual's return date.

3. If an individual becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan, but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.
4. Should an Employee die while participating in the plan, any balance in the Employee's account at the time of death shall be paid to the Employee's estate.
5. An Employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effects on pension provisions and income tax. Those wishing to participate in the last five (5) years before retirement should take care to look into the implications of doing so.
6. Participation in the plan shall not enlarge or establish any rights to employment with the University which the member did not formerly possess as an employee of the University.
7. No amendment to the plan initiated by the University shall operate to reduce the benefits accruing to Employees who are enrolled in the plan at the time of amendment.
8. This plan is administered by Human Resources. Questions regarding this policy, including about benefits plans should be addressed to Human

Resources. Questions regarding the Pension Plan should be addressed to Pension, Investments and Insurance.

Regulations governing this plan are available on request.

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

APPENDIX E

DENTALPLAN

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

- *oral examinations (one per six months)
- *dental X-rays (bitewings twice per year, full mouth once per 24 months)
- scaling and polishing (two per year)
- *fluoride treatment and oral hygiene instructions (once per six months)
- *space maintainers for children under 13
- pit and fissure sealants for children (ages 6 to 16)
- *amalgam, silicate, acrylic or composite fillings
- @retentive pins and cement restorations
- *stainless steel and polycarbonate crowns for children under 13
- minor surgical extractions and miscellaneous surgical procedures
- anaesthesia and sedative dressings
- endontic services (root canal therapy)
- periodontal services (treatment of gum disease)
- denture adjustments, repairs, relining and rebasing

Remember this is a basic plan and does not cover such dental expenses as major restoration work including denture installation or replacement nor is there any coverage for orthodontic work.

APPENDIX F

TUITION ASSISTANCE PROGRAM

Policy

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

The Tuition Assistance Program is divided into two (2) components - the Educational Development Fund which pays tuition fees for Queen's credit courses, and the Professional Development Fund which reimburses tuition fees (to a maximum of \$300 per year) for work-related courses at other recognized educational institutions.

Procedures

Educational Development Fund (Queen's credit courses)

Eligibility

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

- general staff (continuing, term, research grant and contract) with appointments of 40% time or more;
- members of C.U.P.E. Local 229, 254 and 1302;

- other employees (e.g., librarians, archivists) with continuing and term appointments of **40%** time or more;
- faculty with tenure or tenure-track appointments (as defined in the Senate document “Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff”), or continuing adjunct academic staff Group III (as defined in the Senate document “Statement on Adjunct Academic Staff and Academic Assistants”), both with at least **40%** appointments.

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

Certain units occupying space on the campus of Queen’s University are **not** subject to this policy. These units include:

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

- ‡ Telecommunications Research Institute of

- Ontario (TRIO)
- Theological College

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

Access

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

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

While departments are encouraged to allow employees to attend training programs on work-time, **the** University **recognizes** that operational requirements must also be met. Therefore, subject to the approval of the department head, employees (continuing and term) may have a maximum of three (**3**) hours of release time from work per week to attend

classes at Queen's University. This approval may be granted provided that such leave will not unreasonably disrupt the normal operations of the department nor place an unfair burden on remaining staff members. Special circumstances must be negotiated with the department head. Requirements for course work in addition to lecture hours (e.g., lab work, library research, study time) are to be met outside of working hours. When the examination for a course being taken by an employee is scheduled during the employee's normal working hours, release time from work will be granted.

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

Tuition Assistance Tracking System

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

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

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

Enrollment

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

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

Exclusions

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

are the responsibility of the employee. Employees in graduate programs who register as 'on campus' will be assessed additional fees that are not covered under this policy. Opting out on payment of these fees is the responsibility of the employee.

Other

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

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

Questions regarding the Educational Development Fund should be directed to the Employee Development Unit in Human Resources.

Professional Development Fund

Eligibility

All eligible Queen's University employees, as previously defined under the 'Educational Development Fund' are entitled to reimbursement of their tuition fees (to a maximum of \$300 per year) for job-related courses taken at other recognized educational institutions.

Conference, seminar, or workshop registration fees are not eligible for reimbursement through the Professional

Development Fund. Departments sending their employees to such programs may pay these fees from their departmental budgets.

Access

Eligible employees will be reimbursed external tuition fees to a maximum of \$300 in one year (a year being September to September) upon successful completion of a job-related course. Any additional fees will be the responsibility of the individual employee.

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

Reimbursement

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

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

The Coordinator, Employee Development will determine if a course is job related and, therefore, eligible for reimbursement. This will normally occur at the time of course registration.

Auditing, material, student interest, and other ancillary fees are not eligible for reimbursement and are the responsibility of the employee.

Upon successful completion of a course, a copy of a transcript or other official document will be forwarded to the Coordinator, Employee Development to obtain reimbursement of the tuition fees.

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

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

On behalf of Queen's University at Kingston

R. Weatherdon, Manager, Staff Relations

J. Mekarski, Assistant Manager, Staff Relations

A. Allen, Personnel Librarian

D. Marshall, Law Librarian

Heather Douglas, Manager, Compensation

On behalf of the Canadian Union of Public Employees, Local
1302

A. Redmond, President

L. Schuster, Member, Bargaining Committee

L. Allen, Member, Bargaining Committee

C. LeSarge, Member, Bargaining Committee

J. Lepine, for the Canadian Union of Public
Employees

Dated at the City of Kingston, Province of Ontario, this 30th
day of June, 1998.