

AGREEMENT

between

QUEEN'S UNIVERSITY
AT KINGSTON, ONTARIO,

and

CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL **1302**

July 1st, 1988 - June 30th, 1990

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CONTENTS

ARTICLE 1 GENERAL PURPOSE	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 RECOGNITION	2
ARTICLE 4 NO DISCRIMINATION	4
ARTICLE 5 UNION SECURITY	5
ARTICLE 6 DUES DEDUCTION	6
ARTICLE 7 NO STRIKES OR LOCKOUTS	6
ARTICLE 8 BARGAINING COMMITTEE	7
ARTICLE 9 STEWARDS	7
ARTICLE 10 GRIEVANCE PROCEDURE	9
ARTICLE 11 ARBITRATION	10
ARTICLE 12 DISCIPLINE, DISCHARGE AND SUSPENSION	12
ARTICLE 13 SENIORITY	13
ARTICLE 14 JOB POSTING	14
ARTICLE 15 LAY-OFFS AND RECALLS	18
ARTICLE 16 HOURS OF WORK	19
ARTICLE 17 OVERTIME	22
ARTICLE 18 HOLIDAYS	23
ARTICLE 19 VACATIONS	24
ARTICLE 20 SICK LEAVE	27
ARTICLE 21 LEAVES OF ABSENCE	28
ARTICLE 22 JOB CLASSIFICATIONS	32
ARTICLE 23 STAFF BENEFIT PLANS	34
ARTICLE 24 UNION/MANAGEMENT	35
ARTICLE 25 TECHNOLOGICAL OR OTHER CHANGES	35
ARTICLE 26 MISCELLANEOUS PROVISIONS	38
ARTICLE 27 HEALTH AND SAFETY	39
ARTICLE 28 DURATION OF AGREEMENT	40
APPENDIX A	42
APPENDIX B	44
APPENDIX C	47
APPENDIX D	48
APPENDIX E	53

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.

ARTICLE 2

MANAGEMENT RIGHTS

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

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

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

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1302 as the sole and exclusive bargaining agency for all employees of the Library and Archives, save and except for

Librarians

Archivists

Senior Assistant, Acquisitions-Order/Receiving Section, position number 1

Evening Supervisor, position number 28

Senior Secretary, Library Administration, position number 68

Administrative Secretary, Library Administration, position number 69

Personnel Assistant, Library Administration, position number 179

Business Officer, position number 406

Computer Programmer Analyst, position number 459

Systems Coordinator, position number 464

persons regularly employed for not more than seventeen and a half (17 1/2) hours a week.

Included as employees will be the incumbents of position numbers 31, 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 top 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.

While this Collective Agreement is in effect July 1, 1988 until June 30, 1990, one (1) member from each party shall meet to reword articles with a view to achieving gender-neutral language. Such changes will be subject to ratification.

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

3.02 A temporary employee is an employee who is hired on a term appointment to cover the lengthy absence of a continuing employee or to fill a short-term temporary position created to supplement existing staff, and who falls within the definition of the bargaining unit as contained in Article 3.01. If a temporary employee reaches the end date of 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 three (3) months nor longer than one (1) year.
- 3) Temporary employees shall be paid in accordance with Schedule "A" of this agreement.
- 4) A temporary employee shall complete the full period of a term appointment and shall not be eligible to be considered for any posted vacancy unless the vacant position would result in a continuing appointment. However, if the employee received a continuing appointment and is unsuccessful during the trial period or is displaced by the reversion of another employee, and he/she cannot return to his/her former temporary position because it no longer exists and no temporary position for which the employee is qualified is held by an employee with less seniority, then his/her employment may be terminated.
- 5) A temporary employee shall not accumulate seniority for purposes of layoff and recall, but shall accumulate seniority for the purpose of job postings and continu-

ing 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) The Union shall receive a copy of the appointment letter of each temporary employee.
- 7) Temporary employees shall not be covered by the following articles or clauses of the collective agreement: Article 13 except for paragraph 5 listed above. Article 15, Article 21 except for 21.04 and 21.05.
- 8) Temporary employees shall be eligible for coverage under staff benefits plans (subject to the normal plan conditions) except for Long Term Disability Insurance and Queen's Pension Plan.
- 9) Notwithstanding Article 20, temporary employees shall be entitled to paid sick leave determined at the rate of two (2) days per calendar month of their appointment.

ARTICLE 4

NO DISCRIMINATION

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

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

4.02 *Sexual Harassment*

The University **recognizes** that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all library employees of its commitment to this principle. Reference to sexual harassment includes Section 6(2) of

The Human Rights Code. Section 6(3)(a) and (b) of The Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against 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 Union acknowledges that their Executive have duties to perform for the Employer and they will not absent themselves from such duties unreasonably to attend to Union functions. In consideration of this acknowledgement and undertaking, the Employer will compensate the Executive for time spent in handling such functions without prejudice provided they are not disruptive to operations of the Library. Such compensation shall not extend beyond normal working hours. The Executive will be required to request leave from their supervisor before

leaving their place of work and to report back to the supervisor on returning to work.

ARTICLE 6

DUES DEDUCTION

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

These monies shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union, and the monies deducted from the pay of non-members of the Union shall be treated as their payment towards the expenses of maintaining the bargaining unit.

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

ARTICLE 7

NO STRIKES OR LOCKOUTS

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

ARTICLE 8

BARGAINING COMMITTEE

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

8.02 The negotiating committee shall be entitled to have present and be represented by a representative(s) of the Canadian Union of Public Employees at all negotiation meetings held between the Employer and the Union which are held in accordance with Article 26 (Termination clause).

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

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

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

ARTICLE 9

STEWARDS

9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with

the Employer without proper authorization of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

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

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

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

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

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

ARTICLE 10

GRIEVANCE PROCEDURE

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

- a) In order that grievances shall not be harboured and shall be handled without delay, it is agreed that no grievance shall be considered where the alleged circumstances arose more than fifteen (15) working days prior to its registration in Step One (1) below.
- b) An employee and 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 Personnel Services 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 Personnel Services 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 Personnel Services shall reply in writing within five (5) working days if the matter is not resolved at this meeting.

10.05 In the case of an employee who feels that 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 Chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the specified time limit. either party may request that the appointment(s) be made by the Minister of Labour for Ontario.

11.02 Decisions of the Board

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

In no event, however, shall any Board of Arbitration have the authority to make any decision which is inconsistent with the terms of this Agreement or to change, alter, modify, or amend any of the provisions of this Agreement. The Board shall deal solely with the matter in dispute within the confines of this Collective Agreement.

11.03 *Discipline or Discharge Cases*

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

11.04 *Expenses of the Board*

Each party shall pay:

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

11.05 *Time Limits*

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

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

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

ARTICLE 12

DISCIPLINE, DISCHARGE AND SUSPENSION

12.01 An employee shall be accompanied by 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 his/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 worked for the Employer for a total of three (3) months. New employees who are covered by the above probationary period shall be given a written progress report every month during the probationary period.

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

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

13.06 An employee shall lose all seniority if 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 eighteen (18) months,
- d) following a lay-off, fails to advise the Employer within five (5) days of receipt of notification to return to work by registered mail of 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.

ARTICLE 14

JOB POSTING

14.01 At least five (5) working days prior to making any permanent staff change to a position covered by the terms of this Collective Agreement, the Employer will first post notices of such positions on library bulletin boards (in-

cluding computer bulletin boards if available) in order that employees will know about them. be able to make written applications. and be given first consideration in filling such vacancies. Each notice shall contain the following information: nature of the position. qualifications related to the needs of the job, required knowledge and education. ability and skills, hours of work and salary rate or range. A copy of each such posting will also be supplied to the Union.

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

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 14.03.

The positions concerned are numbers 2, 12, 15 and 1g. 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. Conditional on satisfactory performance during such a trial, promotion shall be confirmed after the three (3) month period, as applicable. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the 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 re-arrangement of positions, shall also be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate.

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

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

14.07 An employee who has been transferred to a permanent position must serve at least three (3) 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. A continuing employee who has been transferred to a temporary position shall not be eligible for any position other than those in permanent positions 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 Associate Librarian. This approval shall not be unreasonably refused.
- 2) A job exchange posting shall be incorporated and posted for other members of the bargaining unit who may want to exchange jobs for that period and wish to work in the department specified in the posting.
- 3) The applicant with the most points who has the minimum qualifications required to perform the duties of the job shall be given the exchange position subject to the the agreement of the initiator and the

approval of the Unit Heads of the two units concerned. If approval is granted then the departments concerned will work out the details as to 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 Associate Librarian. This approval shall not be unreasonably refused and the job exchange posting process will be omitted. Unit Head approval, however, will be required.
- 5) Any of the parties to the exchange (the two departments or either employee) may decide to cancel the exchange within one (1) month after the exchange begins. If the exchange is not cancelled within the first month, then the employees concerned shall complete the full period of the exchange and shall not be eligible to be considered for any posted vacancy. 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 The Employer agrees that no member of the bargaining unit will be laid off or have his/her normal working hours reduced during the time period ending August 31, 1990.

15.02 In the event of a reduction of work force after August 31, 1990, the Employer agrees that employees shall

be laid off in the reverse order of their seniority. It is agreed that temporary employees shall be laid off first.

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

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

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

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

15.07 A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained 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 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 (1 1/2) 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 (1/2) 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 should be evaluated objectively by the supervisor, taking into consideration the operational requirements of the department and the impact such a schedule would have on the work of the other employees.
- j) A request for a flexible working schedule shall not be refused without a clear explanation to the employee of the sound reason which prevents approval.

ARTICLE 17

OVERTIME

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

17.02 An employee who is called in and required to work outside 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 (1 1/2) 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 its staff the full time off between Christmas Day and New Year's Day inclusive. Where the library requires an employee to work on any of the days other than Christmas Day, Boxing Day or New Year's Day. he/she shall be paid for these days at the rate of time and one-half rather than at the regular straight time rate and will be compensated for missing the days off in that week by equivalent time off, at a mutually convenient time. including, for example, as an addition to the employee's vacation.

18.05 When Christmas Eve falls on a normal working day regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday, the full day off will be granted. Furthermore, when New Year's Day falls on a Thursday, Friday, January 2, will be granted as an additional day off.

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

ARTICLE 19

VACATIONS

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

In order to have a vacation period request considered on the basis of seniority, an employee must notify the Employer of 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

19.05 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.

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

19.07 *Extended Vacation*

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

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

ARTICLE 20

SICK LEAVE

20.01 Employees covered by this Collective Agreement are covered by the University's Sick Leave Plan. The arrangements provide leave with regular salary for any bona fide absence due to illness or injury and regardless of length of service. The maximum period covered will be six months of continuous absence. Records of absence will continue to be kept by the Employer except for those of less than half a day. 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 illness or injury, quarantine through exposure to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.

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

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

20.05 If during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed for a period of five (5) days or more and which is verified by a medical certificate, then sick leave may be substituted for vacation. Similarly, if the employee provides acceptable proof of entitlement to leave

under Article 21.04, such leave may also be substituted for vacation. The resulting unused vacation entitlement would then be rescheduled at a mutually convenient later date.

ARTICLE 21

LEAVES OF ABSENCE

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

21.02 Leave of absence without pay and without loss of seniority will be granted to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed twenty (20) working days for any one individual or fifty (50) working days for the whole bargaining unit in any calendar year.

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

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

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

21.05 (*Jury 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.

21.06 (*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.

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

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

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

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

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

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

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

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

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

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

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

to work. she shall be eligible to apply for any job posted during that three (3) week period.

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

- a) the University will pay 95% of the employee's normal basic earnings for the first two weeks of the maternity leave;
- b) during the following fifteen (15) weeks of the maternity leave the employee will receive from the University a salary payment equal to the difference between 95% of the employee's normal basic earnings and the amount of unemployment insurance maternity benefit the employee is receiving or that which she would be expected to receive if she qualified for benefits.
- c) any period of maternity leave beyond the above seventeen weeks shall be without pay;
- d) during the full period of maternity Leave both the employee and the University shall continue to pay their respective shares of the costs of the benefits plans in which the employee is enrolled;
- e) vacation credits will continue to accrue while a person is on maternity leave provided she returns to work for at least one month.

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

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

The senior employee within that department, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the maternity leave. Should there be no employee in

the department who is willing and able to fill the vacancy. then the position shall be offered to a member of the bargaining unit who has previously performed the duties for a minimum of four (4) months. In the event that this is not possible, then the position shall be offered to the most senior candidate in the bargaining unit who possesses the qualifications, ability and willingness necessary to perform the job. Should the above be unsuccessful, the replacement will be hired externally.

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

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

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

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

ARTICLE 22

JOB CLASSIFICATIONS

22.01 Typical Generic Position Descriptions which include minimum qualifications and corresponding points

for Library Technician 2 through 6 have been developed jointly by the Employer and the Union and shall be considered part of this Agreement.

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

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

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

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

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

ARTICLE 23

STAFF BENEFIT PLANS

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

- a) Revised Pension Plan of Queen's University: the employee contribution (4.5% of pensionable earnings up to the Canada Pension Plan maximum and 6% of pensionable earnings above the Canada Pension Plan maximum) will be matched by the University. The University will also contribute 1.5% of pensionable earnings to the Minimum Guarantee Fund.
- b) Long Term Disability Income Plan (100% paid by Employee).
- c) Group Life Insurance (55% paid by Employer and 45% paid by Employee).
- d) Queen's Supplementary Medical Plan (70% paid by Employer and 30% paid by Employee).
- e) Ontario Health Insurance Plan (77.7% paid by the Employer increasing to 88.8% effective July 1, 1989).

23.02 *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 50% of the premiums for this plan at 1987 ODA rates as of July 1, 1988 and 75%

of premiums at current ODA rates minus one year as of July 1, 1989.

ARTICLE 24

UNION/MANAGEMENT

24.01 It is agreed that a joint committee will be established with four (4) designated representatives from each of the Union and the Management. This Committee shall meet as required at a mutually convenient time and date. This committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. In general, the purpose of the committee shall be to exchange views on matters which may help to promote improvement in the functions of the Library and the welfare of its employees. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement. Such matters shall be handled by the Bargaining Committee as defined in Article 8.

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

ARTICLE 25

TECHNOLOGICAL OR OTHER CHANGES

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

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

In this article "operational change" means a significant alteration in work patterns, methods or processes,

including the floor or building where the work in question is performed.

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

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

25.03 The Employer shall notify the Union at least three (3) months before the introduction of any organizational or operational changes which will affect the level or function of any employee.

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

25.04 Should technological, organizational or operational change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of 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 as a candidate for any posted position at an equivalent or one classification lower than the one previously occupied by the employee in question. The successful applicant for the posted position shall be determined

in accordance with Article 14.04 except that a displaced employee does not have the option of refusing.

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.

An individual who is placed in a lower level classification shall suffer no reduction in wages. However, future wage increases shall be withheld until the maximum rate of the new lower-rated position is equal to the employee's red-circled rate of pay.

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

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

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

25.08 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 Director of Personnel Services and the Secretary of Local 1302, C.U.P.E.

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

26.10 The Employer and the Union agree that Appendices A, B, C, D and E form a part of this agreement.

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

ARTICLE 27

HEALTH AND SAFETY

27.01 The University's approach to health and safety matters is governed by the provisions of the Occupational Health and Safety Act of the Province of Ontario and its regulations. It is agreed that the Employer and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

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

sult actively with the employees concerned and with the Union on these matters.

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

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

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

Each employee whose duties involve a major use of video display terminals shall be eligible for an eye examination, including tests for cataracts, when 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. 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 Agreement shall continue in force and effect from July 1, 1988 until June 30, 1990.

Either party to this Agreement, may, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 1990 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, 1990 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, 1988 - June 30, 1990

Effective July 1, 1988 the following adjustments will be made in the order shown:

- a) an additional step will be added to the top of each of the LT2 and LT3 classifications;
- b) all employees who have not yet reached the top rate in their salary classification will progress one step;
- c) the salary rates of the 1987-1988 salary grid will be increased by 4.3% and the salaries of those employees referred to in b) above will be increased accordingly; and
- d) those employees not eligible to progress one step as per b) above shall have their salaries adjusted by 4.3%.

Therefore, following the adjustment above, the salary grid in effect as of July 1, 1988 shall be as follows:

	1	2	3	4	5	6	7
LT2	17,502	17,952	18,413	18,886	19,371		
LT3			19,261	19,735	20,222	20,719	21,230
LT4			22,814	23,394	23,990	24,602	
LT5			26,395	27,120	27,865	28,628	
LT6			27,871	28,640	29,428	30,241 30,241	

Effective July 1, 1989 the following adjustments will be made in the order shown:

- a) progression through the grid will be suspended;
- b) the salary rates of the 1988-1989 grid will be increased by \$1,325 and the salaries of all employees will be increased accordingly.

Therefore, following the adjustment above, the salary grid in effect from July 1, 1989 shall be as follows:

	1	2	3	4	5	6	7
LT2	18,827	19,277	19,738	20,211	20,696		
LT3			20,586	21,060	21,547	22,044	22,555
LT4			24,139	24,719	25,315	25,927	
LT5			27,720	28,445	29,190	29,953	
LT6			29,196	29,965	30,753	31,566	

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.

APPENDIX B

POINTS FORMULA BASIS

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

- university courses taken after completion of a university degree or degrees beyond the first Bachelor's degree do not count for extra point credit, as the total number of points which may be allocated for education is 26
 - qualification points accruing from university courses completed prior to entry into the bargaining unit will not apply until after one year of Library service
7. Diploma in library technology 7.5
 - qualification points will not apply until after one year of Library service
 8. Language other than English (fluent reading&peaking knowledge) where required by duties and specified in position description 7.5
 9. Full-time relevant outside experience, points per year according to entry level and decrease at the same rate as experience in Queen's University Libraries accrues
 - LT2 maximum points 6 (1 year), decrease at 4 points per year
 - LT3 maximum points 10 (1.5 years), decrease at 5 points per year
 - LT4 maximum points 15 (2 years), -decrease at 6 points per year
 - LT5 maximum points 21 (2.5 years). decrease at 7 points per year
 - LT6 maximum points 28 (3 years), -decrease at 8 points per year
 10. Queen's Library experience, per year, at level 1 (prior to May 1, 1985, when level 1 was eliminated) 3
 11. Queen's Library experience, per year. at level 2 4
 12. Queen's Library experience, per year. at level 3 5
 13. Queen's Library experience. per year. 6

- at level 4
- 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:
 - LT2 - n/a
 - LT3 - 16
 - LT4 - 26
 - LT5 - 38
 - LT6 - 50

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

APPENDIX C

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

E.A.P. It is the University's intention to meet with a small group of interested parties to determine if there is a need for Employee Assistance Program. One representative from each C.U.P.E. local will be included in this group. This group will research the services that are presently provided on campus and in the community to help the troubled employee with personal problems and look at programs at other institutions.

If it is determined that such a program is required, a proposal will be prepared for presentation to the Vice-Principal (Human Services) requesting the implementation of an Employee Assistance Program and suggesting the kind of program which should be considered.

2. Long Term Disability As of May 1, 1988, any new full-time continuing employees of C.U.P.E. locals will be required, unless otherwise adequately covered, to enroll in the Long Term Disability insurance plan.

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 *Personnel Policy and Procedure Manual for Support Staff*, or the Collective Agreements between the University and its Bargaining Units.
4. Under this plan, a part of an Employee's salary entitlement for a specified period would not be paid to the Employee, but would be put into an interest-bearing trust fund. At the end of the specified period, the Employee would go on leave of absence and be paid the amount set aside in the interest-bearing trust. For example, under this plan, an Employee may work full-time for three years, but receive (and pay tax on) only 75% of his/her normal salary. The remaining 25% would be held in an interest-bearing trust for the Employee. In year four, the Employee would go on leave of absence and receive the amounts which 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, UIC 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%). OHIP, Supplementary Medical 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 Personnel Services. Questions regarding this policy should be addressed to Personnel Services and questions regarding pension and benefits should be addressed to the Office of Pension and Benefits.

Regulations governing this plan are available on request.

This plan remains in effect from February 4, 1989 until June 30, 1990.

APPENDIX E

DENTALPLAN

As of July 1, 1988 a dental plan, underwritten by Canada Life, 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.

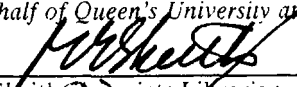
- oral examinations (one per six months)
- dental X-rays (bitewings twice per year, full mouth once per 24 months)
- scaling and polishing (two per year)
- fluoride treatment and oral hygiene instructions (once per six months)
- space maintainers for children under 13
- pit and fissure sealants for children (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**

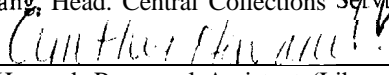
Remember this is a basic plan and does not cover such dental expenses as major restoration work including denture installation or replacement nor is there any coverage for orthodontic work.

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

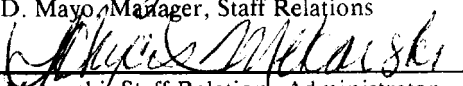

M.E. Skeith, Associate Librarian


D. Wang, Head, Central Collections Services Unit

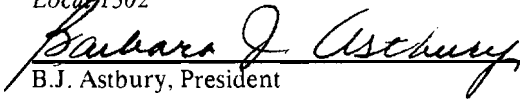

C.L. Howard, Personnel Assistant (Library)

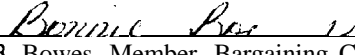
R.A. Little, University Solicitor


S.D. Mayo, Manager, Staff Relations

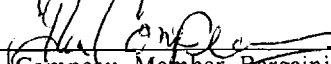

J. Mekarski, Staff Relations Administrator

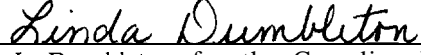
On behalf of the Canadian Union of Public Employees,
Local 1302


B.J. Astbury, President


B. Bowes, Member, Bargaining Committee


C.M. Brooks, Member, Bargaining Committee


E. Compeau, Member, Bargaining Committee


L.L. Dumbleton, for the Canadian Union of Public Employees

Dated at the City of Kingston, Province of Ontario, this
15th day of May 1993