

# **COLLECTIVE AGREEMENT**

**between**

**The Public Service Alliance of Canada, and its Local PSAC  
901, Unit 2, on behalf of Postdoctoral Fellows  
at Queen's University**

**(hereinafter called the Union)**



**and**

**Queen's University at Kingston**

**(hereinafter called the Employer)**



**March 23, 2017 to June 30, 2020**

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## **Article 1 – Purpose**

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between Queen’s University at Kingston (hereinafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union).
- 1.02 The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer, and the Union and its members, on the principles of mutual respect and cooperation, and to foster a research environment appropriate for the promotion of excellence in the University.
- 1.03 The parties recognize the importance of Employees’ contribution to research and to advancing the University.

## **Article 2 – Recognition and Exclusions**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all persons employed as Postdoctoral Fellows by Queen’s University at Kingston, in the Province of Ontario, save and except the following:
- (a) persons who secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding;
  - (b) supervisors and persons above the rank of supervisor;
  - (c) persons who hold appointments to the Academic Staff of the University as defined by the University’s Statement on Adjunct Academic Staff and Academic Assistants, unless such persons come within the Bargaining Unit independently of this status;
  - (d) persons who hold appointments to the General Support Staff of the University;
  - (e) persons employed as research assistants, research associates, research fellows, clinical fellows, clinical scholars, visiting scholars, visiting researchers and visiting faculty;
  - (f) voting members of the Board of Trustees;
  - (g) Employees for whom a trade union held bargaining rights on November 9, 2010;
  - (h) persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations within the

meaning of s. 1(3)(b) of the Ontario Labour Relations Act, 1995; and

- (i) members of the legal or medical profession employed in their professional capacity.

### **Article 3 – Definitions**

- (a) Agreement – Means the Collective Agreement negotiated between and ratified by Queen’s University and Public Service Alliance of Canada, Local 901, Unit 2 in respect of the bargaining unit for postdoctoral fellows.
- (b) Bargaining Unit – Is the bargaining unit defined in the Certification Order of the Ontario Labour Relations Board, issued July 20th, 2011 and as set out in the Collective Agreement at Article 2, Recognition and Exclusions.
- (c) Business Day – A normal business day when the University is open, i.e., days other than weekends, statutory holidays, and other days when the University is officially closed. Unless otherwise specified in the Collective Agreement, the ‘business day’ shall prevail.
- (d) Bargaining Unit Member or Employee – Means a postdoctoral fellow employed by Queen’s University at Kingston who is in the bargaining unit described in Article 2, Recognition and Exclusions.
- (e) Calendar Day – One sequential 24 hour period as denoted on a calendar, regardless of the day of the week.
- (f) Employer – Queen’s University at Kingston, Ontario in its capacity as the employer of postdoctoral fellows.
- (g) Faculty Supervisor – Means the faculty member or faculty members to whom an employee normally reports regarding matters pertaining to their employment in the bargaining unit.
- (h) Letter of Appointment – Correspondence from the employer to a prospective employee outlining the offer of employment.
- (i) Local – The Public Service Alliance of Canada (PSAC) directly chartered Local 901, Unit 2.
- (j) PSAC – The Public Service Alliance of Canada or its Local 901
- (k) Postdoctoral Fellow (“PDF”) – A member of the bargaining unit as described in (d) above.

- (l) Probationary Period – Is the period of time as defined in Article 18 Probationary Employees.
- (m) Union – Means the Public Service Alliance of Canada, or its Local 901, representing employees of the University who are members of the bargaining unit.
- (n) Union Representative – Means an authorized staff representative of the PSAC or a person who has been duly authorized to represent the union through election or appointment in accordance with the local's by-laws.

## **Article 4 – Management Rights**

- 4.01 The Union recognizes that the management of Queen's University is fixed exclusively in the University and without restricting the generality of the foregoing, the Union acknowledges that, except as modified by this Collective Agreement, it is the exclusive function of the University to:
- (a) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
  - (b) determine the size, composition, and deployment of the workforce;
  - (c) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and
  - (d) establish, alter, and enforce reasonable policies, guidelines, rules and regulations governing the operation of the University.
- 4.02 The University agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.

## **Article 5 – Union Security**

- 5.01 Every Employee shall become a member of the Union on the date of appointment unless the Employee opts out by written notice to the Union within thirty (30) Calendar Days of that date. Such written notice of opt-out shall not include the opt-out of Union Dues Check Off as described in Article 5.06. The Employer shall advise Postdoctoral Fellows in their Letter of Appointment that they are included

in the Bargaining Unit represented by the Union, and that their appointment will be governed by the terms and conditions set out in the Collective Agreement. The Letter shall also include the Union's website address and the website address where the Collective Agreement may be accessed.

- 5.02 The Employer agrees to provide the Union with copies of all Letters of Appointment within ten (10) Business Days of acceptance by an Employee, but in any case not more than ten (10) Business Days after they have begun their appointment.
- 5.03 The Employer shall provide each Employee with a copy of the Collective Agreement upon being hired.
- 5.04 The Employer recognizes the right of every Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.
- 5.05 No Employee shall be required by the Employer to perform duties that are not related to the research and training program for which the Employee has been hired as specified in the Postdoctoral Fellow Form which shall be completed upon hiring.

#### **Dues Check Off**

- 5.06 The Employer agrees to deduct from the wages of Employees covered under this Collective Agreement an amount equal to the monthly membership dues as certified to the Employer by the Union. The Employer shall remit the amount deducted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made, in an electronic spreadsheet, with a unique identification number for each Employee, name, hours of work, and hiring department.
- 5.07 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 5.08 Subject to Article 5.07, deductions from pay for each Employee for each calendar month will start with the first full calendar month of employment.
- 5.09 The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T4 statement.
- 5.10 The Union shall provide at least sixty (60) days written notice to the Employer of any change in the monthly membership dues.

- 5.11 The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

## **Article 6 – Union Representation and Activities**

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 6.02 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing, and on the Union's website, with the names and position titles of its Officers and the names and jurisdiction of its Local Representatives, as well as the name of its Regional Representative.
- 6.03 The Employer shall provide the Union, in writing, with the names and position titles of those in Faculty Relations and in Human Resources who are responsible for liaison with the Union; and with the names of Deans of Faculties, or equivalent. Both parties shall provide updates or changes of the above representatives as they occur.
- 6.04 The Union shall determine the jurisdiction of each representative.
- 6.05 The Employer shall ensure that new Employees are provided with the list cited in 6.02 and the Union's website URL.
- 6.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Bargaining Unit with members of the Bargaining Unit or with official representatives of the Employer on University property, provided such business does not interfere with the normal operations of the University.
- 6.07 A Union representative shall be entitled to up to thirty (30) paid minutes at the conclusion of each New Employee Orientation Session held by Human Resources to meet a newly hired Employee and provide information about the Collective Agreement and the Union.
- 6.08 The Employer shall convene at least two Postdoctoral Orientation Sessions in each calendar year. A Union Representative shall be entitled to up to fifteen (15) minutes during such orientation sessions to provide an overview of the role of the Union.

- 6.09 Employees covered by this Collective Agreement shall be entitled to convene a meeting with the Faculty Supervisor to discuss any aspect of their employment performance or working conditions, with Union representation, with at least twenty-four (24) hours' notice.

## **Article 7 – No Strike/No Lockout**

- 7.01 The parties agree that there shall be no strike or lockout as defined by the *Ontario Labour Relations Board* during the term of this Agreement.
- 7.02 In the case of the strike or lockout of another University bargaining unit, Employees shall not be required to perform the duties of striking or locked-out employees.
- 7.03 Where Employees, other than those in the Bargaining Unit are involved in a strike or lock-out and maintain picket lines, and where Employees in the Bargaining Unit could suffer personal harm, the Employer will endeavor to safeguard such Employees. The Employee will suffer no loss of wages or benefits as a result of this situation.

## **Article 8 – Correspondence and Information**

- 8.01 Except where otherwise specified in this Agreement, correspondence between the Employer and the Union arising out of this Agreement or incidental to it shall pass between the Local Representative, PSAC Regional Representative and the Employer, or their designates.
- 8.02 It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to his/her address. Where an Employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the Employee to his/her last known address.
- 8.03 The Employer agrees to provide the Union the following information:
- (a) the names, titles, and correct contact information of all persons appointed to any joint committee formed in accordance with any of the clauses of this Collective Agreement; and
  - (b) the names, titles and contact information of individuals appointed to senior administrative positions, including the Principal, the Vice-Principals, and the Provost and Vice-Principal (Academic).

- 8.04 The Union agrees to provide the University the following information:
- (a) the names, titles, and contact information of all persons appointed or elected to positions in the Local Union and authorized to represent it in its relationship with the Employer;
  - (b) the name and contact information of the PSAC Regional Representative; and
  - (c) the names, titles, and contact information of all persons appointed to any joint committee formed in accordance with any of the clauses of this Collective Agreement.

### **Information for the Union**

- 8.05 The Employer shall provide the Union with the following information, on a monthly basis, in an electronic format that is mutually agreed to by the parties:
- (a) A list that shall include: first name, last name, employee number, start date of appointment, end date of appointment, Academic Unit, Faculty Supervisor, Queen's salary, full-time equivalent, birth date, home address, Employee email address, and whether the Employee is a temporary resident. If provided by the Employee, the Employer shall also provide his/her gender, permanent mailing address, and telephone number. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
  - (b) A list of all Employees whose employment has been terminated, the date of termination and the category of termination.
- 8.06 If provided by the Employee, the Employer shall provide information identifying, by Faculty, the number of Employees within the Bargaining Unit who have self-identified as belonging to each of the equity groups at Queen's. The Employer shall provide this information once per calendar year at the request of the Union. In accordance with Ontario's Freedom of Information and Protection of Privacy Act, such data will not be provided in cases where individuals could be identified.
- 8.07 Unless otherwise provided by this Agreement, the University's internal mail (both electronic and hardcopy is required) shall be deemed adequate for correspondence between the Employer and the Union.
- 8.08 When a new Collective Agreement has been signed, the Employer shall post the text of the Agreement on its website, and shall notify current Employees by email that a new Agreement is available, with a link to the Agreement.

- 8.09 The Employer shall provide each Employee with a copy of the Collective Agreement. The Employer shall further make available a printed copy of the Collective Agreement in each Academic Unit and shall provide the Union with eighty (80) printed copies. The cost of providing a copy of the Collective Agreement shall be shared equally between the Employer and the Union, both parties will mutually agree on the printing arrangements. The Employer will invoice the Union for the costs associated with the printed copies.

## **Article 9 – Joint Union-Management Committee**

- 9.01 There shall be a Joint Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the Employer.
- 9.02 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the parties, but the Committee shall not have the power to deal with any matters which are the subject of a current grievance or the subject of current negotiations.
- 9.03 The Committee shall meet whenever the need arises, but in any event, at least once every four (4) months.
- 9.04 The Committee shall have Co-Chairpersons appointed by the respective parties. Each Co-Chairperson will alternatively be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members at least seven (7) Calendar Days prior to the next meeting.
- 9.06 The Joint Union-Management Committee shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

## **Article 10 – Services and Facilities**

- 10.01 The Employer agrees to provide the Union with office space on the main campus.
- 10.02 The Employer agrees to post on its website a link to the Local Union's website, and will provide a bulletin board to be placed outside the PSAC office.

- 10.03 The Employer shall provide the Union access to meeting rooms on campus for Union business through Room Reservations Services in accordance with normal booking procedures and regulations.
- 10.04 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, audio-visual services, reprographic services, internet access, and web page access, subject to the protocols determined by the Employer for internal users.
- 10.05 The Employer shall provide to the Union, no later than September 30<sup>th</sup> of each year, a lump sum to assist the Union in the administration of the Collective Agreement equivalent to one times the minimum base salary for PDFs as set out in Appendix A.

## **Article 11 – No Discrimination/No Harassment/No Violence**

- 11.01 The Employer agrees to provide a working environment that is free from discrimination, harassment, and violence. The parties are committed to fair treatment of all members of the University community and do not condone behaviour that is contrary to the *Human Rights Code*, this Article, the University's workplace policies with respect to harassment, discrimination and violence, or the *Occupational Health and Safety Act*.
- 11.02 The parties agree that every Employee has a right to equal treatment with respect to employment without discrimination because of race, colour, ancestry, place of birth, ethnic or national origin, citizenship, creed, religious or political affiliation or belief or practice, sex, sexual orientation, gender identity or expression, physical attributes, marital status, family status, age, physical or mental illness or disability, place of residence, record of offences for which a pardon has been granted, language (except where competence in a language is a bona fide occupational requirement), and membership/non-membership or participation/non-participation in Union activity.
- 11.03 "Workplace Harassment" is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against another person or persons in the workplace or work-related third-party premises that is known or ought reasonably to be known to be unwelcome, including "Workplace Sexual Harassment" as defined in Article 11.04. "Workplace Harassment" may be related to one or more of the prohibited grounds of discrimination under Article 11.02, and may include a pattern of behaviour, such as bullying, that causes humiliation, embarrassment, or intimidation.
- 11.04 "Workplace Sexual Harassment" means,
- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender

expressions, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees or bona fide academic discussion.

11.05 “Workplace Violence” means,

- (a) the exercise of physical force against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

11.06 A reasonable action taken by the Employer or its Employees relating to the management and direction of workers or the workplace is not harassment. For example, workplace harassment does not include properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University Employees.

11.07 When a discrimination or harassment complaint arises on the basis of a prohibited ground under the *Human Rights Code*, the Employee may seek assistance from the University Human Rights Office. Upon being approached by the Employee, staff of the University's Human Rights Office shall inform the Employee of his/her right to seek assistance and representation from the Union, which may include filing a grievance.

11.08 The Employer agrees that information and training regarding harassment and discrimination is essential and will ensure that Bargaining Unit Members are provided with appropriate information and training about the University's discrimination and harassment policies and programs, which will include information about applicable legislation.

11.09 The parties agree that allegations of discrimination and harassment shall be dealt with in a timely manner. Where it is required under either the *Occupational Health and Safety Act* or the *Human Rights Code*, the Employer shall ensure

that an investigation is conducted into incidents and complaints of harassment. In cases where harassment or discrimination is/are found to have occurred, the situation may be addressed through education or mediation, as may be appropriate to the specific circumstances of a case. Such education or mediation may be part of the informal resolution stage of the grievance procedure if the matter is pursued under that procedure.

- 11.10 If the Employer becomes aware, or ought to reasonably be aware that domestic violence that would expose an Employee to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.
- 11.11 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's discrimination, harassment, and violence policies and procedures will, if not otherwise resolved, be processed as a grievance in accordance with the Collective Agreement.
- 11.12 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 11.13 Where a complaint is dealt with under the University's harassment, violence, and discrimination policies and procedures, the timelines for the grievance and arbitration procedures shall be automatically extended until those procedures have been completed.
- 11.14 The Employer shall notify the Union of any investigation into an allegation of discrimination or harassment made against an Employee, and Employees shall be notified of their right to union representation prior to any meeting with the Employer to investigate such complaints.
- 11.15 An Employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Should the Tribunal decide to hear the matter before the grievance and arbitration procedure has been completed, all proceedings under Article 19 – Grievance Procedure and Article 20 – Arbitration Procedure will be suspended and the applicable timelines will be extended pending any decision by the Tribunal.
- 11.16 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.
- 11.17 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.

- 11.18 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under the Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance.
- 11.19 In dealings with the University on matters of discrimination, or harassment an Employee who is a complainant or respondent has the right to be represented, and an Employee who is a potential witness has the right to be accompanied by a Union Representative. At the complainant's, respondent's or witness' option, this person can be a Bargaining Unit Member appointed by the Union.
- 11.20 Consistent with the Ontario *Human Rights Code*, the parties acknowledge that the University has a legal duty to accommodate up to undue hardship, and the Union has an obligation to assist in that accommodation. In such situations, the Employee and the University shall meet and make every effort to reach a resolution. The Employee shall be informed of his/her right to Union Representation at such meetings.

## **Article 12 – Appointments**

- 12.01 The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Employment Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.
- 12.02 Except in the above circumstances, the Employer agrees that Postdoctoral Fellowship positions shall be posted for a period of not less than ten (10) days, and no offer of employment shall be made until the posting has closed. This requirement to post shall not limit the Employment Supervisors' ability to hire under Article 12.01 above.
- 12.03 Such positions will be posted on the Queen's University Human Resources website and an electronic copy of the posting will be provided to the Local at the same time.
- 12.04 A posting will identify the following: job title, description of the area or topic of research, remuneration, supervision and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, required documentation (e.g., CV, references, publications, etc.), and any employment equity statement.
- 12.05 Appointments shall not normally be for periods of less than twelve (12) months in circumstances where funding has been secured.
- 12.06 All Employees shall receive a Letter of Appointment, signed by the Employer, which shall include, at a minimum, the following information: start date of contract, end date of contract, salary, name of Faculty Supervisor, campus

location, and how to enroll in the group benefits for which they are eligible as per Article 28 of the Collective Agreement. The Letter shall also include a link to the Collective Agreement, a link to the current University policies and procedures listed in Schedule A, and a link to the PSAC Local 901, Unit 2 website. The Union shall be copied on all signed-back Letters of Appointment to Employees within ten (10) Business Days.

- 12.07 The template Letter of Appointment utilized by the Employer, as updated from time-to-time, shall be posted on the Faculty Relations website.

## **Article 13 – Hours of Work and Overtime**

- 13.01 The parties recognize that Employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The parties recognize that this arrangement is mutually beneficial for both Employees and Faculty Supervisors.

### **Workweek Averaging and Overtime**

- 13.02 The normal hours of work shall be 37.5 hours per week, recognizing that the needs of the research and the needs of the Faculty Supervisor's research program may require flexibility in the performance of these hours.
- 13.03 In no case shall an Employee be required to work more than 50 hours in any one work week.
- 13.04 When a Faculty Supervisor has given prior approval for any hours worked in excess of 162 hours in a pay period and up to 173 hours, the Employee shall be paid at straight time rates.
- 13.05 No Employee shall work more than 173 hours in any pay period without advance written approval from his/her Faculty Supervisor.
- 13.06 If an Employee works in excess of 173 hours in any pay period, the Employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay. This shall be calculated at a rate of 1.5 hours for every additional hour worked provided that all such additional hours, and form of compensation, were approved in accordance with Article 13.05.
- 13.07 If Employees request compensatory time off in lieu of overtime pay, the Employee will discuss the taking of any such accrued time with his/her Faculty Supervisor and time in lieu will be taken at date(s) mutually agreeable to the Faculty Supervisor and Employee, but in all cases it will be taken within six (6) months of the pay period in which the time was earned, and prior to the end of the Employee's contract.

- 13.08 Employees shall submit to their Faculty Supervisor, in writing, no later than the first Business Day of the week, the number of hours he/she worked in the previous week. If the Employee fails to do so, the hours worked for the previous week shall be deemed to be 37.5, or the regular weekly hours of work if the Employee holds a part-time appointment.
- 13.09 If a Faculty Supervisor and Employee agree that the Employee will attend a conference, seminar or workshop, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the Employee's normal hours of work and shall not result in overtime compensation.

## **Article 14 - Research and Professional Expenses and Facilities**

- 14.01 Employees shall seek prior approval for all research related expenses before they are incurred. The Employer recognizes that unanticipated expenses may arise in the course of conducting research. Any claims submitted for such unanticipated expenses must be considered for approval by the Faculty Supervisor, and shall not be unreasonably denied.

### **Travel and Mileage**

- 14.02 Employees shall be reimbursed for travel expenses in accordance with the University Travel and Related Expenses Policy and Procedures.
- 14.03 A link to the University Travel and Expense Reimbursement Policy shall be provided to each Employee on the date of appointment or in the Appointment Letter.

### **Reimbursement for Research-Related Certifications and Expenses**

- 14.04 Employees shall be reimbursed for personal certifications, licensing (e.g., professional, motor vehicle) and/or a registration fee that is required to complete the research.
- 14.05 Employees shall be reimbursed for fees and/or passes and/or permits for access to particular research environments required for the research.

### **University Facilities**

- 14.06 Each Employee shall be provided a Queen's University email address and NetID, telephone number, fax number, library access, and mailbox.
- 14.07 Each Employee shall be provided access to a computer and/or a free connection for a personal computer, at an on-campus location, to the University computer system and the internet.

- 14.08 Subject to Library regulations, Employees shall be given access to all of the library holdings on campus.
- 14.09 The Employer shall provide each Employee with appropriate work space (lab and/or workstation), and access to computing resources, equipment and materials, printing, photocopying, faxing and mailing, and basic office, laboratory and research supplies necessary for the performance of the Employee's work.
- 14.10 Reimbursement of any other employment-related expenses incurred and not specified in this Article shall be subject to the approval of the Faculty Supervisor.

## **Article 15 – Evaluations and Employee Relations**

- 15.01 The parties agree that the purposes of evaluation are to assess the performance of Employees; to assist Employees in improving the quality of their research skills; and to confirm, discuss, and comment on the scope of work and the research performed as documented by the Employee and confirmed in writing by the Faculty Supervisor.
- 15.02 An evaluation may be proposed by the Employee or by the Faculty Supervisor. At an Employee's request, he/she shall be entitled to at least one evaluation within each six-month period.
- 15.03 The results of any evaluation conducted by the Employer shall be shared with the Employee, and if the Employee so desires, he/she may share the results with his/her Union Representative.
- 15.04 An Employee shall be entitled to append his/her comments to any written evaluation.
- 15.05 At the request of an Employee nearing the conclusion of a postdoctoral appointment, a meeting shall be held between the Employee and his/her Faculty Supervisor, and a final evaluation shall be conducted if requested by the Employee.
- 15.06 If requested by the Employee, the Faculty Supervisor may serve as a reference or provide a letter of reference to a potential employer, and such request shall not be unreasonably denied.
- 15.07 An exit interview reviewing the period of employment shall be conducted by Human Resources upon request of the Employee.

## **Article 16 – Discipline, Suspension, Discharge**

- 16.01 The Employer shall not discipline, suspend, or discharge an Employee without just cause.
- 16.02 The Employer and the Union recognize the principle of progressive discipline, which provides that a verbal reprimand or written warning should normally precede suspension or discharge.
- 16.03 Discipline, where warranted, shall only be imposed in a meeting with the Faculty Supervisor specifically convened for this purpose. Employees shall also be informed of any allegations of misconduct against them in a meeting specifically convened for this purpose. An Employee will be given twenty-four (24) hours' notice of any such meeting and advised that they are entitled to be accompanied by a Union Representative.
- 16.04 Where an Employee has received discipline, the Employee may submit a written response/comment regarding such discipline, which will be placed in the Employee's Personnel File along with the record of discipline. The Union shall be copied on any discipline within three (3) Business Days of the discipline being issued to the Employee.
- 16.05 In cases involving allegations of a threat to the safety of a person or property, the Dean (or delegate) of the Faculty in which the Employee works may, as a precautionary measure, suspend the Employee with pay during an investigation.
- 16.06 An Employee who has been suspended or discharged will be given the reason(s) immediately and, within three (3) Business Days, such reason(s) will be confirmed in writing to the Employee and the Union.
- 16.07 The Employer shall complete any investigation into allegations against an Employee within thirty (30) days or the Employee being informed of such allegations, or within thirty (30) days of a suspension in accordance with clause 16.06 above. If the Employer requires additional time to complete its investigation prior to making its disciplinary decision, the Union will not unreasonably withhold agreement to extend the thirty (30)-day period referenced above. During any meetings between the Employee and the Employer during the investigation, the Employee shall be entitled to Union Representation.
- 16.08 Where at the conclusion of the investigation, the allegations are unfounded, there shall be no record of the investigation in the Employee's personnel file.
- 16.09 When making a disciplinary decision, the Employer will not consider any prior discipline after the Employee has worked for eighteen (18) months during which there has not been subsequent discipline imposed. Records of discipline will be removed from an Employee's file in accordance with Article 17 – Personnel Files.

- 16.10 The Union shall be notified of any investigation of a Bargaining Unit Member under the Queen's University Senate Policy on Integrity in Research. Such investigation shall be conducted in accordance with the provisions and the timelines of that Policy.

## **Article 17 – Personnel Files**

- 17.01 Employees shall have the right to review and have photocopied his/her employment file by submitting such a request in writing to Human Resources. An appointment to review the file will be arranged, normally within two (2) Business Days of receipt of such request.
- 17.02 An Employee may request a photocopy of his/her employment file if they are unable to personally meet with Human Resources. Such authorization must be in writing and with the original signature of the Employee making the request.
- 17.03 Upon request, records of discipline shall be removed from an Employee's file eighteen (18) months from the date of such discipline, provided that no further discipline has been recorded within that period.
- 17.04 Upon request, records of discipline shall be removed from an Employee's file three (3) months after the end of an appointment, unless the Employee accepts a new appointment at Queen's University, in which case the record of discipline shall remain in the file as per Article 17.03.

## **Article 18 – Probationary Employees**

- 18.01 An Employee shall be considered to be on probation for the first three (3) full months of active employment.
- 18.02 The Probationary Period is intended to be a period of time for the Faculty Supervisor to adequately evaluate the Employee's skills and qualifications and to provide the Employee with feedback regarding his/her performance and suitability for the appointment.
- 18.03 The parties recognize that there may occasionally be circumstances in which the initial Probationary Period is not sufficient. In such circumstances, the Faculty Supervisor may extend the Probationary Period by a further period not to exceed six (6) weeks. Reasons for such extension must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial Probationary Period.
- 18.04 In the event of a discharge of a Probationary Employee, a meeting will be held to advise the Employee. The Employee shall be given twenty-four (24) hours' notice of such meeting and shall be informed of his/her right to Union Representation. In such cases, the Probationary Employee will not have

recourse to the grievance or arbitration procedure unless the dismissal is exercised in a manner that is arbitrary, discriminatory, or in bad faith.

- 18.05 Reasons for the dismissal of a Probationary Employee shall be in writing with a copy to the Union, and such Employee shall be provided with at least one week's notice or pay in lieu of notice.

## **Article 19 – Grievance Procedure**

- 19.01 A grievance is any dispute or difference arising out of the interpretation, application, administration, or alleged violation of the specific terms of this Agreement. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.
- 19.02 The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance, and the Employee shall be entitled to be present at every step of the grievance procedure.
- 19.03 A grievance may be one of the following types:
- (a) Individual grievance: an individual Employee grieves against the University;
  - (b) Group grievance: two or more Employees grieve against the University for the same or similar reason, or based on the same or similar event, transaction, or decision;
  - (c) Union or policy grievance: the Union grieves against the University's interpretation, application, administration, or alleged violation of this Agreement. The regular grievance procedure shall not normally be by-passed when an Employee(s) could themselves institute a grievance directly affecting him/her; and
  - (d) University grievance: the University grieves against an action of the Union.
- 19.04 At any stage of the grievance procedure, the Faculty Supervisor may be accompanied by another representative of the Employer.
- 19.05 The parties agree to use every reasonable effort to resolve grievances arising from this Agreement informally and promptly. All exchanges of information, communications, and offers of settlement shall be kept confidential and are without prejudice.
- 19.06 No Employee shall be disciplined for exercising his/her right to present a grievance as provided in this Collective Agreement or for exercising his/her rights under the *Ontario Labour Relations Act*.

19.07 INFORMAL DISCUSSION:

Whenever it is possible before a grievance is filed, the Faculty Supervisor will be given the opportunity to resolve the matter in accordance with the following:

- (a) The matter shall be brought to the attention of the Faculty Supervisor within fifteen (15) Business Days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence or the circumstance giving rise to the matter.
- (b) After the matter has been brought to the attention of the Faculty Supervisor, the Faculty Supervisor, and the Employee shall discuss the matter, and a representative of the Union may accompany the Employee if he/she wishes. The discussion shall take place within five (5) Business Days after the matter is brought to the attention of the Faculty Supervisor. The Faculty Supervisor shall respond within five (5) Business Days of the discussion. If requested, a written response will be provided. Any response from the Faculty Supervisor will be without prejudice to the Employer's position on this or any similar matter.

19.08 STEP ONE

- (a) If a matter is not resolved by the Informal Discussion with the Faculty Supervisor as provided for in Article 19.07, a formal grievance may be submitted to the Department Head (or delegate) of the academic unit in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of the discussion provided for in Article 19.07. The grievance must be stated in writing, by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a Representative of the Union.
- (b) The Department Head (or delegate) shall convene a meeting with the Employee, the Faculty Supervisor, and the Union representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance, in writing, within ten (10) Business Days of this meeting.
- (c) Where the Department Head is the Faculty Supervisor or in a non-Departmentalized Faculty, if a matter is not resolved by the Informal Discussion with the Faculty Supervisor as provided for in Article 19.07, then the grievance shall proceed from the Informal Discussion directly to STEP TWO of the grievance procedure.

19.09 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the

grievance may be submitted to the Dean of the Faculty (or delegate) in which the Employee works. Where the Dean is the Faculty Supervisor, the grievance shall be submitted to the Vice-Principal of Research (or delegate). Such grievance shall be submitted within ten (10) Business Days of the STEP ONE response. The Dean (or delegate) shall convene a meeting with the Employee and the Union Representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance, in writing, within ten (10) Business Days of this meeting.

- 19.10 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to arbitration as set forth in Article 20 – Arbitration Procedure. If no written request for arbitration is received within twenty-five (25) Business Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.
- 19.11 Where no response is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended by written agreement between the Employer and the Union, shall be deemed to have been withdrawn.
- 19.12 Group grievances, Union policy grievances, University grievances, suspension and dismissal grievances shall be initiated at STEP TWO of the Grievance Procedure. Grievances initiated by the Union shall be delivered to the Associate Vice-Principal (Faculty Relations). Any grievance initiated by the University shall be submitted to the PSAC Kingston Regional Office. A decision by the Union will be delivered to the Associate Vice-Principal (Faculty Relations) in writing within the timelines laid out in Article 19.09 and Article 19.10.
- 19.13 The Employer and the Union will make reasonable efforts to schedule grievance meetings that do not interfere with either the grievor's or the Representative's employment duties. In the event that an Employee's presence is required for a grievance meeting or for attendance at arbitration, the Employee will provide his/her Faculty Supervisor with as much notice as possible. The grievor and the Representative who accompanies the grievor will not suffer any loss of pay as a result of attendance at meetings between the Employer and the grievor.
- 19.14 After a grievance has been filed, no negotiation of this grievance shall take place outside of the Grievance Procedure.

## **Article 20 - Arbitration Procedure**

### **Appointment of an Arbitrator**

- 20.01 Grievances shall be heard by a single arbitrator.

- 20.02 If the Employer or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within twenty-five (25) Business Days of the written decision of STEP TWO. The grieving party will propose three (3) arbitrators to the responding party in their submission for arbitration.
- 20.03 If the responding party cannot agree to the appointment of any of these three (3) proposed arbitrators, it will propose three (3) alternate arbitrators to the grieving party.
- 20.04 If the parties cannot agree on an arbitrator within twenty five (25) Business Days of receiving the written request cited in Article 20.02, either party may request that the appointment of an arbitrator be made by the Minister of Labour for the Province of Ontario, or may continue to attempt to reach agreement on the selection of an arbitrator.

### **Authority**

- 20.05 An arbitrator has the power and authority as provided for in the *Ontario Labour Relations Act*, including the power to interpret and apply human rights and other employment-related statutes. The arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, or to make a decision which has such effect, unless the parties have expressly agreed, in writing, to the arbitrator's specific authority to do so.
- 20.06 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure, except that the parties may, by mutual written consent, extend the time limits fixed in the Arbitration Procedures.
- 20.07 The written decision of the Arbitrator will be final and binding upon the parties hereto and the Employees.
- 20.08 Each of the parties hereto will bear one-half of the fees and expenses of the Arbitrator.
- 20.09 Where appropriate, the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts.

### **Article 21 – Academic Freedom and Responsibilities**

- 21.01 The parties agree to uphold the academic freedom of Employees, which is defined as the right of Employees to act without deference to prescribed doctrine in performing activities of a Postdoctoral Fellow, such as to do research, to learn, to engage in scholarly activity, to publish, to provide academic comment and

critique, to examine, to acquire, develop and transmit knowledge, to create and to perform, and in those instances where the Letter of Appointment so indicates, to teach.

- 21.02 The academic freedom of the Employee shall be exercised in accordance with the scope of the work.
- 21.03 As a member of the academic community, each Employee has responsibilities as well as rights, and is responsible, within the framework of the research program of the Faculty Supervisor, for his/her research findings and conclusions.
- 21.04 Authorship of published work shall be determined in a manner consistent with the respective contributions of the Employee and other contributors, the standards for the academic and professional discipline, and authorship policies of relevant publications. Employees shall receive recognition consistent with their contribution.
- 21.05 Should conflict arise relating to research contribution that cannot be resolved by informal means at the level of the academic unit, advice should be sought from the Vice-Principal (Research) or delegate. If the dispute is not resolved, it may be subject to Article 19 – Grievance Procedure and Article 20 – Arbitration Procedure.
- 21.06 In his/her capacity as a researcher and scholar, an Employee shall not purport to represent the views of the Employer unless so authorized. The Employer accepts no responsibility for such expressions and shall exercise no censorship.

## **Article 22 – Intellectual Property**

- 22.01 Intellectual Property (“IP”) refers to inventions, discoveries, creations, writings, and other products, however arising, which are the result of intellectual or artistic activity, and which are capable of protection pursuant to the laws of Canada.

These include but are not limited to:

- (a) works;
- (b) patentable and patented inventions;
- (c) trademarks (whether or not registered);
- (d) registerable and/or registered industrial designs;
- (e) trade secrets; and
- (f) confidential information.

- 22.02 “Intellectual Property Rights” or “IP Rights” means any right relating to Intellectual Property such as, but not restricted to copyrights, rights to obtain patents, rights under patents, rights to protect or register trade-marks, rights under protected or registered trade-marks, rights to register artistic or literary works or industrial designs; rights under registered artistic, literary or industrial designs, rights to protect trade secrets and confidential information, and other similar rights in any country.
- 22.03 The Employer shall not claim ownership of any IP produced or owned by Employees prior to their appointment with the Employer.
- 22.04 In an academic research environment, collaboration and teamwork are common and the IP rights of all creators or inventors must be respected, along with any other arrangements agreed to in advance.
- 22.05 The Employer retains a royalty-free irrevocable right to use for educational and research purposes any Intellectual Property created by an Employee in relation to his/her research activities.
- 22.06 When it is determined that commercialization of Intellectual Property is to be pursued, ownership of the IP shall be established in writing between the Faculty Supervisor, the Employee, and other collaborators or sponsors, taking into consideration each party’s contributions and obligations to the Employer and/or others. Such obligations may include, but are not limited to, any arrangement where ownership or license of IP or IP Rights must be assigned as a condition of employment or any arrangement by the Employer to a third party as a condition of funding or support of the research. Owners of commercializable IP shall be entitled to share in the net proceeds in proportion to their contributions, unless agreed otherwise. Employees shall be entitled to convene a meeting with the Faculty Supervisor and other contributing parties, to discuss or agree upon ownership and commercialization of IP, with Union Representation, with at least twenty-four (24) hours’ notice and shall be entitled to Union Representation at any meeting involving the signing by the Employee of any written agreement referenced herein.
- 22.07 Any disputes arising from the administration of this Article shall first be referred to the Vice-Principal (Research) or delegate to discuss the dispute and explore possible resolutions. If the dispute cannot be resolved, it may be subject to Article 19 – Grievance Procedure and Article 20 – Arbitration Procedure.

## **Article 23 – Safe Disclosure**

### **Reporting Actual or Suspected Violations**

- 23.01 Employees are strongly encouraged to report actual violations of laws, regulations, University policies or procedures, including violations of ethical and

professional standards that come to their attention. Employees are also strongly encouraged when he/she has a bona fide basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such beliefs are based.

- 23.02 In addition to the specific reporting processes established under University policies, an Employee may report a suspected or actual violation directly to his/her Faculty Supervisor or he/she may contact Faculty Relations. In appropriate circumstances, reports may be made anonymously. However, to the extent that it is legally required, the Employer will disclose information reported, and it is acknowledged that University policies may limit the extent to which anonymous reports can be investigated and/or acted upon.
- 23.03 Insofar as is possible, reports pursuant to Article 23.01 should be in writing, providing sufficient, precise, and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.
- 23.04 Investigations shall be conducted on the timelines specified by the applicable Queen's University policies.

### **Protection of Employees**

- 23.05 Any Employee who in good faith reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- 23.06 No member of the University community shall discharge, demote, suspend, threaten, harass, or discriminate against an Employee for making a bona fide report. This protection extends to each individual who, with bona fide reasons to believe the veracity of information of which he/she is aware, provides that information in relation to an investigation of a report by an Employee.
- 23.07 Any act of retaliation shall be treated by the University as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.

### **Article 24 – Technological Change**

- 24.01 The parties recognize that Employees' work may include developing, using and/or implementing new technologies. No Employee will be laid off because of the introduction of a new technology.

- 24.02 Where the introduction of a new technology is required as a component of an Employee's duties, training will be provided at no cost to the Employee. All hours spent in such training shall be considered time worked.

## **Article 25 – Health and Safety**

- 25.01 The Employer is subject to the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations, including the provision that calls for a worker representative selected by the Union on the University Joint Health and Safety Committees. It is agreed that the University and the Union will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at University workplaces. To this end, the parties acknowledge and agree that all University Employees on University and third-party premises where Employees work, are required to comply with work-site specific policies, procedures, regulations, and standards relating to health and safety.
- 25.02 The Employer recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act* where there is an immediate danger to the Employee's health and safety or to the health and safety of others.
- 25.03 The Union will select a worker representative for each applicable Joint Health and Safety Committee formed under the *Occupational Health and Safety Act*. Time spent attending meetings of the Committee or carrying out duties as a worker representative shall be considered time worked.
- 25.04 A worker representative on a Joint Health and Safety Committee may become a certified worker representative on the Committee. The University will provide the required training for certification at no cost to the Employee or the Union. Time spent in such training shall be considered time worked, as outlined in Article 13 – Hours of Work and Overtime.
- 25.05 When a worker representative on a Joint Health and Safety Committee ceases to be employed in the Bargaining Unit, he/she will cease to be a worker representative on the Committee.
- 25.06 The University will supply, and Employees will wear and/or utilize, personal protective equipment and the other devices that the University requires Employees to wear and/or utilize.
- 25.07 The Employer shall provide information, training and supervision to an Employee to protect the health and safety of that Employee. With reference to Article 13, time spent in such training shall be considered time worked, as outlined in Article 13 – Hours of Work and Overtime.

- 25.08 The name and contact information of the Health and Safety Officer in each Academic Unit shall be posted in the Department/Academic Unit.
- 25.09 In accordance with the *Occupational Health and Safety Act*, persons with authority in the workplace, including any Employees, shall ensure that persons under their authority are informed of health and safety hazards, and advised of policies and procedures associated with the safe handling of materials and equipment.

## **Article 26 – Outside Professional Activities**

- 26.01 Employees receive appointments at the University based on their expertise and competence in their respective professional fields. Outside professional activities may enhance the professional and scholarly competence of the Employee as well as the reputation of the University.
- 26.02 Employees may engage in professional activity with the community outside the University, provided that such activity does not conflict or interfere with the Employee's duties or responsibilities to the Employer. The Employee shall not represent himself or herself as acting on behalf of the University. However, nothing shall prevent the Employee from stating the nature and place of his/her employment at the University.
- 26.03 Should outside professional activities involve the use of University employees, facilities, supplies, or services, such use shall be subject to the prior written approval of Dean or their designate and shall be at the prevailing rates unless the Dean or their designate agrees in writing to waive all or part of the charges.

## **Article 27 – Wages and Pay Administration**

- 27.01 Employees shall be paid on a monthly basis, by bank deposit on the last work day of each month, for a period equal to the length of their contract. The Employer may increase the frequency of the pay period provided Employees receive at least sixty (60) Calendar Days' notice prior to the change.
- 27.02 Employees are to be paid by direct deposit into the account and institution of their choice provided the institution is licensed to accept deposits in Canada. Employees are responsible for setting up and maintaining accurate information through the Employee self-service internet application provided by the Employer.
- 27.03 While Faculty Supervisors retain flexibility in determining the appropriate salary for each Employee having regard to available funding, a candidate's specific qualifications, experience, references, and academic record and market trends, in no case shall an Employee's total base annualized salary from all combined sources, including internal and external sources, be less than the amount

stipulated in Appendix A, or the prorated equivalent for an Employee who is working less than full-time hours in the Bargaining Unit.

- 27.04 If at any time during the Employee's appointment, the Employee obtains salary support for postdoctoral work that was not originally anticipated in the current Appointment Letter, the Faculty Supervisor's financial commitment may be offset, in whole or in part, by the amount of the salary support. If such salary support for postdoctoral work is reduced or eliminated, the Faculty Supervisor will reinstate his/her financial commitment by the amount of such reduction, up to the level of the Faculty Supervisor's financial commitment originally stated in the current Appointment Letter. This requirement does not extend to appointment extensions or new appointments.
- 27.05 The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary/stipend paid by the Faculty Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A.

## **Article 28 – Pensions and Benefits**

- 28.01 The University will make available to Employees the plans as outlined below. The Employee's contributions to these benefits, where applicable, are debited from the PDFs salary payment by Human Resources. Employees must sign on for any optional benefits at Human Resources and coverage is not effective until the necessary enrollment documentation is completed.
- 28.02 These plans shall be administered in accordance with the policies and procedures established by the University and/or the insurer.
- 28.03 **The Pension Plan**  
Employees may choose to participate in the Queen's Pension Plan after a period of two continuous years of employment if they have earned 35% of the YMPE (Canada Pension Plan annual maximum pensionable earnings or worked at least 700 hours in each of two consecutive years).
- 28.04 **Long Term Disability Plan** (Premiums are 100% paid by the Employee)
- (a) Employees may choose to enrol in the Long Term Disability Plan.
  - (b) The Union will be notified by the University when LTD application documents have been sent to an Employee.
- 28.05 **Group Life Insurance** (Premiums are 55% paid by the University and 45% paid by the Employee)
- 28.06 **Queen's Supplementary Medical Plan** (Premiums are 100% paid by the Employer)

28.07 **Queen's Dental Plan** (Premiums are 100% paid by the Employer)

## **Article 29 – Statutory Holidays**

29.01 (a) The following holidays will be granted with pay:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (currently 1st Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

The parties agree that the Bargaining Unit will not be exempt from University-wide holidays or any other day the University is considered to be officially closed, excluding normal weekend closure (Saturday and Sunday).

(b) When a holiday falls on a day the Employee is not scheduled to work, the Employer will set an alternate day (generally the next working day) for the observance of the holiday.

29.02 Employees required to work on an observed holiday will receive payment at time and one-half for the actual hours worked, in addition to their regular pay for the day itself. An Employee has the option to receive payment for actual hours worked in the form of monetary compensation or equivalent time off at the applicable overtime rate, at a mutually convenient time to the Faculty Supervisor and the Employee. The Employee shall advise the Faculty Supervisor which option will be chosen prior to the observed holiday.

## **Article 30 – Vacations**

30.01 Employees shall be entitled to vacation allowances, per appointment year, in accordance with the following chart and will be prorated for any portion of an Employee's appointment that is less than 12 months.

<b>Completed Years of Continuous Service as at the Beginning of the Appointment Year</b>	<b>Vacation Entitlement</b>
Less than one (1) year	fifteen (15) days (three (3) weeks)
one (1) year or more	fifteen (15) days
three (3) years or more	sixteen (16) days
four (4) years or more	seventeen (17) days
five (5) years or more	eighteen (18) days
six (6) years or more	nineteen (19) days
seven (7) years or more	twenty (20) days (four (4) weeks)
ten (10) years or more	twenty-one (21) days

- 30.02 The Employee and his/her Faculty Supervisor will make every effort to ensure that full vacation entitlement is scheduled and taken during the period for which it was granted. Unused vacation time cannot be carried forward into subsequent appointment years without the express written consent of the Faculty Supervisor.
- 30.03 A break in employment of one hundred and twenty (120) Calendar Days duration or less shall not constitute a break in the employment relationship for the purpose of 30.01.
- 30.04 With the express written consent of the Faculty Supervisor in accordance with Article 30.02 above, an Employee who accepts a new position within the Bargaining Unit at the University shall be entitled to carry over a maximum of ten (10) unused vacation days. In such cases, accrued vacation over and above ten (10) days will be paid out.

## **Article 31 – Leaves of Absence**

- 31.01 In addition to the leaves outlined in this Article, the Employer may grant leaves of absence with or without pay to Employees for legitimate personal reasons. Requests for such leaves shall not be unreasonably denied.

- 31.02 No leave of absence shall extend beyond the end date of the appointment in which the leave of absence commenced, except as may otherwise be required by the *Employment Standards Act*.

### **Bereavement Leave**

- 31.03 An Employee shall be granted time off for a leave of absence with pay from one (1) to five (5) consecutive Business Days, depending on circumstances, to travel and/or attend to arrangements associated with the death of a family member or close relative. Notwithstanding the foregoing, in the case of the death of an Employee's parent, step-parent, foster parent, spouse, partner, child, step-child, foster child, sibling or step-sibling, the Employee shall be granted leave of absence with pay of five (5) Business Days.
- 31.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above, and such request shall not be unreasonably denied.

### **Court Leave**

- 31.05 Upon written request to the Faculty Supervisor, an Employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summonsed to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the Employee is not a party.
- 31.06 The Employee shall provide evidence confirming the period of jury or witness duty served to qualify for paid Court Leave, and shall provide to his/her Faculty Supervisor proof of the amount of pay received for jury or witness duty, excluding payment for days that are not part of the Employee's normally scheduled work week, travelling, meals, or other out-of-pocket expenses.
- 31.07 The Employee must present a copy of the summons or subpoena to the Faculty Supervisor which indicates the period of jury duty or witness service required.
- 31.08 To qualify for paid Court Leave, the Employee must provide evidence confirming the period of jury or witness duty served.

### **Family Medical Leave**

- 31.09 For the purposes of Family Medical Leave, family shall be defined as per the *Employment Standards Act of Ontario*. An Employee shall be granted leave without pay for the care and support of family in accordance with the following conditions:

- (a) An Employee shall notify the University in writing of the date such leave is to commence, unless, because of urgent or unforeseeable circumstances, such notice cannot be given; and
- (b) An Employee shall provide the Faculty Supervisor with a copy of a medical certificate issued by a qualified health practitioner as proof that the ill family member has a serious medical illness with a significant risk of death occurring within twenty-six (26) weeks.

31.10 Leave granted for Family Medical Leave shall be for a minimum period of one (1) week and for a maximum of eight (8) weeks. Leave shall be taken in periods of whole weeks.

31.11 Service shall continue to accrue during periods of Family Medical Leave.

### **Pregnancy and Parental Leave**

31.12 Following thirteen (13) weeks of continuous service, an Employee shall be eligible for pregnancy and/or parental leave as defined in the *Employment Standards Act*.

#### Pregnancy Leave

31.13 An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks. Pregnancy leave may begin up to seventeen (17) weeks prior to the Employee's expected date of delivery. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An Employee shall inform her Faculty Supervisor in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

#### Parental Leave

31.14 Parental leave, separate from pregnancy leave, shall be granted to any Employee who becomes a parent of a newborn or a newly adopted child or children. Parental leave is a leave from work of up to thirty-seven (37) weeks; however, where an Employee has also taken pregnancy leave, parental leave is a leave from work of up to thirty-five (35) weeks. Where both parents are employees of Queen's University, either or both parents may be eligible for parental leave and can take it at the same time. The Employee shall inform the Faculty Supervisor in writing of his/her plans for taking parental leave at least four (4) weeks in advance of the initial date of the parental leave, or such lesser period where there is a valid reason why that notice cannot be given.

31.15 An Employee who has taken pregnancy leave, if she chooses to also take parental leave, shall take the parental leave immediately following the

pregnancy leave, unless the child has not come into the custody, care, and control of the mother at the end of the pregnancy leave (e.g., is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

- 31.16 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Articles 31.29 to 31.32 – Sick Leave. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child, shall notify the University as soon as possible.

#### Supplementary Employment Insurance Benefits

- 31.17 To qualify for Supplementary Employment Insurance Benefits, an Employee must have been employed continuously for at least one year, hold a current appointment of at least one year, and provide proof that he/she is in receipt of Employment Insurance Benefits. The Application for Supplementary Employment Insurance Benefits will be made through Human Resources. The one (1) year period shall be calculated from the commencement of employment to the commencement of the Employee's pregnancy or parental leave.

#### Supported Maternity Leave

- 31.18 "Supported Maternity Leave" is a Maternity Leave that is financially supported, with top-up payments as outlined in 31.19 below, for up to twenty (20) weeks.

- 31.19 The Supplementary Employment Insurance Benefits shall be in the amount of:

- (a) Weeks 1 & 2

a payment equivalent to 100% of the Employee's normal basic earnings at the commencement of the leave for the initial two (2) week waiting period for Employment Insurance Benefits;

- (b) Weeks 3 to 17

a payment equivalent to the difference between 100% of the Employee's normal basic earnings and the amount of Employment Insurance Benefits the Employee receives for the next fifteen (15) weeks; and

- (c) Weeks 18 to 20

a payment equivalent to 100% of the Employee's normal basic earnings for the remaining three (3) weeks of the leave.

- 31.20 In the event of a miscarriage or stillbirth, the Employee will be entitled to pregnancy leave in accordance with the *Employment Standards Act* and will be eligible for Supplementary Employment Insurance Benefits during that period,

provided that the Employee meets the eligibility requirements stated in Article 31.17. Leave in excess of this period for medical reasons will be treated in accordance with Articles 31.29 to 31.32 – Sick Leave.

### Supported Parental Leave

- 31.21 “Supported Parental Leave” is a Parental Leave that is financially supported, with top-up payments as outlined in Article 31.22 below, for up to fifteen (15) weeks.
- 31.22 Eligibility for top-up payment for Weeks 1 and 2 will depend on whether the Employee is required to serve a waiting period for purposes of entitlement to Employment Insurance Benefits. If the Employee is required to serve a waiting period of two (2) weeks (a)i. below will apply. If not, then (a)ii. will apply. The Supplementary Employment Insurance Benefits shall be in the amount of:
- (a) Weeks 1 & 2
    - i. a payment equivalent to 100% of the Employee’s normal basic earnings at the commencement of the leave for the initial two (2) week waiting period for Employment Insurance Benefits; or
    - ii. a payment equivalent to the difference between 100% of the Employee’s normal basic earnings and the amount of Employment Insurance Benefits the Employee receives.
  - (b) Weeks 3 to 15
    - a payment equivalent to the difference between 100% of the Employee’s normal basic earnings and the amount of Employment Insurance Benefits the Employee receives for the next thirteen (13) weeks.
- 31.23 For the parents of a newborn child, the parental leave must conclude no later than fifty-two (52) weeks after the child is born or comes into the custody, care, and control of the parent for the first time.
- 31.24 For the parents of an adoptive child, the parental leave must conclude no later than fifty-two (52) weeks after the child comes into the custody, care, and control of the parent for the first time.
- 31.25 If an Employee is eligible for Supported Maternity Leave *and* Supported Parental Leave the total combined number of weeks for which she is eligible to receive top-up payments shall not exceed twenty (20) weeks. In all other cases, the maximum period for which an Employee can be eligible to receive Supported Parental Leave top-up payments shall not exceed fifteen (15) weeks.

- 31.26 If, before six (6) months have elapsed since his/her return to work, an Employee voluntarily resigns from his/her employment, or the Employee is discharged for cause, he/she will be indebted to the Employer for the sum of monies paid to them by the Employer during his/her leave.

### **Religious Observance Leave**

- 31.27 Where there is a conflict between an Employee's scheduled work and the Employee's observance of spiritual, cultural, or holy days consistent with his/her religious beliefs, the Employee, in consultation with his/her Faculty Supervisor, shall be allowed to reschedule his/her work.

### **Reservist Leave**

- 31.28 Employees are entitled to Reservist Leave without pay in accordance with the *Employment Standards Act of Ontario*, as amended from time to time.

### **Sick Leave**

- 31.29 Employees shall be granted up to nine (9) days of sick leave with pay annually. Unused sick leave may be carried over into the next calendar year.
- 31.30 Employees are to notify their Faculty Supervisors as early as possible of their absence and expected date of return to work.
- 31.31 Where an Employee is unable to perform his/her duties because of illness or injury for a period beyond the period of paid sick leave, the Employee shall be granted sick leave without pay for the period of illness or injury.
- 31.32 The Employer shall not routinely require a medical certificate for absences due to illness or injury of less than three (3) consecutive days. When required by the Employer to provide a medical certificate, the cost shall be reimbursed by the Employer.

### **Union Leave**

- 31.33 Subject to operational requirements, the Employer shall grant leave with pay for an Employee participating as a party, a witness, or a representative of the Local in respect to:
- (a) any proceeding before the Ontario Labour Relations Board in respect to PSAC Local 901, Unit 1 and/or Unit 2;
  - (b) any proceedings under Article 19 – Grievance Procedure and Article 20 – Arbitration Procedure; and
  - (c) scheduled meetings with the Employer on behalf of the Union.

- 31.34 The Employer shall recognize a negotiating team consisting of up to four (4) Employees. Employees who are members of the negotiating team shall not lose pay during any negotiating meetings with the Employer, but held during the Employee's regular working hours.
- 31.35 Subject to operational requirements, the Employer shall grant leave with pay for up to a maximum of fifteen (15) Calendar Days per year to allow an Employee(s) to administer PSAC 901, Unit 1 and/or Unit 2 Union Business, participate in Union education or training programs, or attend Union conferences or conventions. Where leave with pay is granted under this Article, the PSAC will reimburse the Employer for the salary costs of the Employee during the period of approved leave with pay.
- 31.36 Request for leave under this Article will be directed through Faculty Relations. The Union will endeavour to request such leave with as much advance notice as practicable, normally at least ten (10) Business Days in advance.

### **Article 32 – PSAC Social Justice Fund**

- 32.01 The University agrees to deduct on a monthly basis, prior to the fifteenth (15<sup>th</sup>) day of the month following the deduction, the amount of \$.01 cent per hour from the wages of Employees in the Bargaining Unit, who have elected to participate, for all compensated hours, to pay the amount so deducted to the PSAC Social Justice Fund and to forward such payment either by electronic bank transfer or to the PSAC National Office and to advise in writing both the PSAC Social Justice Fund and the Local Union that such payment and the names of all Employees in the Bargaining Unit on whose behalf such payment has been made.
- 32.02 Contributions to the PSAC Social Justice Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

### **Article 33 – Duration and Renewal**

- 33.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until June 30, 2020.
- 33.02 This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

## Appendix A – Wages

Following ratification of this renewal Agreement, the Employer shall provide a minimum base salary applicable to Employees from all combined sources of \$32,496\*. The minimum base salary and the salaries of all Employees will increase-as follows:

Year	Effective Date	Increase Amount	Minimum Base Salary
2016	*	1.0%*	\$32,496*
2017	July 1, 2017	1.25%	\$34,000
2018	July 1, 2018	1.5%	\$34,600
2019	July 1, 2019	1.75%	\$34,900

\*This wage increase will take effect as of the first day of the month that follows the date of ratification of this renewal Agreement (the "Effective Date"), and will be implemented within the first two pay periods that follow the date of ratification. To receive this increase, Employees must be actively employed in the Bargaining Unit on the Effective Date. Employees who are not actively employed in the Bargaining Unit on the Effective Date will not receive an increase. Employees who are actively employed in the Bargaining Unit following the Effective Date will be paid no less than the minimum base salary set out above.

## Appendix B – Postdoctoral Fellow Form



### Postdoctoral Fellow Form

<b>SECTION A</b> (For Departmental Use Only)	
Name of Postdoctoral Fellow:	
Department/Academic Unit:	
Faculty Supervisor:	
Duration of Appointment:	
Salary:	
<b>SECTION B</b>	
Postdoctoral Fellow Areas for Discussion	Notes
1. *Research and Associated Training	
2. *Professional, Career, and Employee Development Activities and Objectives	
3. *Supervisory Duties	
4. Other	
<p>* See reverse of form for guidelines.</p> <p>As the primary responsibility of the Postdoctoral Fellow is research, this form is intended as a guide to a discussion of the anticipated areas of responsibilities, expectations, and development of the Postdoctoral Fellow in his/her employment. It is suggested that the form be reviewed and updated periodically by the Postdoctoral Fellow and their Faculty Supervisor.</p>	
Reviewed by (Faculty Supervisor)	Reviewed by (Postdoctoral Fellow)
Date	Date
<p>Note to Postdoctoral Fellows: As a Postdoctoral Fellow, you are represented by the Public Service Alliance of Canada, Local 901, Unit 2. The terms and conditions of your employment and your bargaining rights are set out in the Collective Agreement which can be found at: <a href="http://queensu.ca/facultyrelations/post-doctoral-fellows/collective-agreement">http://queensu.ca/facultyrelations/post-doctoral-fellows/collective-agreement</a> and <a href="http://www.psa901.org">www.psa901.org</a></p>	

## **\*Guidelines for Discussion**

### **1. Research and Associated Training**

- (a) The nature of the research to be undertaken
- (b) Projects such as primary, collaborative and affiliated projects
- (c) All work associated with research such as publications/grant writing, administrative, fieldwork and lab work
- (d) Anticipated availability of funding, Hours of Work (Article 13) and expectations with respect to overtime/compensatory time

### **2. Professional, Career and Employee Development Activities and Objectives**

- (a) Participating in and/or organizing conferences, workshops, seminars, etc.
- (b) Skills and/or research development and/or activities.

### **3. Supervisory Duties**

- (a) Supervision of students
- (b) Supervision of staff such as lab technicians, research assistants, etc.

## **Appendix C – Childcare Benefit Plan**

### **Eligibility**

1. An Employee who satisfies all of the following criteria (“Eligible Employee”) will be eligible for reimbursement of Eligible Childcare Expenses incurred under the Childcare Benefit Plan:
  - (a) The Employee held an appointment at the time the expense was incurred;
  - (b) The Employee has at least one Eligible Child under the age of seven (7) with respect to daycare, and/or at least one Eligible Child under the age of twelve (12) for purposes of Eligible Childcare Expense other than daycare.
2. "Eligible Child" includes a natural, step, foster, ward, common-law, or adopted child of an Eligible Employee under the age of seven (7) or twelve (12), depending on the type of Eligible Childcare Expense as per paragraph 1(b)
3. “Eligible Childcare Expense” generally includes an expense incurred for the purpose of providing child care services to an Eligible Child, including daycare, before and/or after school care, professional activity days, and summer camps, subject to restrictions set out below.
4. Except as set out in paragraphs 1, 2 and 3, capitalized terms in this Appendix are defined under Article 3 – Definitions of this Agreement.

### **Plan**

5. Applications for reimbursement may be submitted once per benefit year by an Eligible Employee. Applications must include proof of attendance and rates paid for benefit(s) within the benefit year. Applications for reimbursement and supporting documents must be submitted by February 1 following the benefit year in which the Eligible Childcare Expense(s) were incurred.
6. The nominal value of the fund established for this plan is \$55,000.00 per annum; therefore, the combined plan maximum for reimbursements that will be paid to all Employees in the Bargaining Unit is \$55,000.00 annually.
7. This is a taxable benefit.
8. Reimbursements for Eligible Childcare Expenses are subject to the following restrictions:

- (a) Eligible Employees will be eligible for a maximum reimbursement of \$2,000.00 per child per benefit year, subject to further restrictions set out in this Appendix, including, without limitation, paragraph 6;
- (b) There is no carry-over provision if the amount outlined above in 8.(a) is not used per year;
- (c) Reimbursements are limited to 50% of the amount paid by an Eligible Employee for Eligible Childcare Expenses each benefit year;
- (d) These funds will be renewed on July 1 of each year of this Agreement. Should the eligible claims exceed the total amount available in any given benefit year, the reimbursement amounts will be prorated based on the number of eligible claims. Funds will not be borrowed from future plan years, i.e., there will be no deficit in any given year. If the value of all eligible claims is less than the total amount available, there will be no carry forward to the next year, and the unused amounts will be retained by the Employer;
- (e) There are a number of similar plans covering various employee groups at the University. If both parents are employees of Queen's University and each parent is covered under this Childcare Benefit Plan or under a separate Queen's University plan, only one claim per child will be reimbursed by the University;
- (f) Reimbursements will be made only for childcare expense payments that satisfy Canada Revenue Agency's definition and interpretation of "Childcare Expense Deduction";
- (g) Daycare reimbursements will only be made if the Eligible Childcare Expenses are incurred at the usual facility attended by the child. -Reimbursements will not be provided for casual or emergency care;
- (h) The maximum half-day daycare reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours and less than six (6) hours, where the parent is being charged a half-day rate by the daycare facility;
- (i) The maximum full-day daycare reimbursement will be \$20.00 per day. A full-day rate is defined as a minimum of six (6) hours, where the parent is being charged a full-day rate by the daycare facility;
- (j) If a monthly rate was paid, maximum daycare reimbursement for half-day attendance will be \$220.00 or full-day attendance will be \$440.00;

- (k) The daily maximum reimbursement for before, after or both before and after school programs will be \$5.00;
- (l) If a monthly rate was paid, maximum reimbursement for before and/or after school programs will be \$110.00;
- (m) The daily maximum reimbursement for professional activity days will be \$5.00;  
and
- (n) The daily maximum reimbursement for summer camps will be \$5.00.

## Appendix D – Signature Page

In witness whereof, the Parties have executed this Agreement as of the 23<sup>rd</sup> day of March, 2017.

For Queen's University

  
Dan McKeown, Chief Negotiator

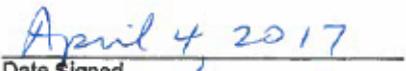
  
Brian Bennett  
Bargaining Team Member

  
Brenda Brouwer  
Bargaining Team Member

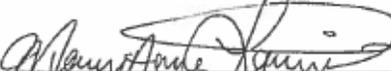
  
Kevin Deluzio  
Bargaining Team Member

  
John Fisher  
Bargaining Team Member

  
Jada McNaughton  
Bargaining Team Member

  
Date Signed

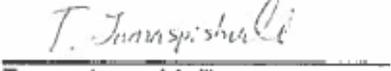
For the Public Service Alliance of  
Canada Local 901, Unit 2

  
Mary Anne Laurico, Chief Negotiator

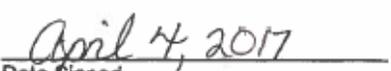
  
Abigail Agresta  
Bargaining Team Member

  
Silja Freitag  
Bargaining Team Member

  
Monique Giroux  
Bargaining Team Member

  
Tamara Jamaspishvili  
Bargaining Team Member

  
Sharon DeSousa  
Regional Executive Vice-President, Ontario

  
Date Signed

## Attachment A – Contact Information

### PSAC Local 901, Unit 2

Public Service Alliance of Canada Local 901, Unit 2  
Mac-Corry Room E324  
Email: [info@psac901.org](mailto:info@psac901.org)  
Website: [www.pvac901.org](http://www.pvac901.org)  
Phone: (613) 533-6000 ext. 77010

### Queen's University

Queen's University at Kingston  
Richardson Hall, University Avenue  
Email: [faculty.relations@queensu.ca](mailto:faculty.relations@queensu.ca)  
Website: <http://www.queensu.ca/facultyrelations/>  
Phone: (613) 533-3133

## Schedule A - University Policies and Procedures

With reference to Article 12.06 of the Collective Agreement, the Employer shall, for the life of the current Collective Agreement, provide a link on the Faculty Relations website to the following University policies and procedures:

- [Queen's University Environmental Health & Safety Policies and Procedures](#)
- [Queen's University Biosafety Manual](#)
- [Queen's University Responding to Emergencies Booklet](#)
- [Queen's University Interim Harassment & Discrimination Policy and Procedures](#)
- [Queen's University Harassment/Discrimination Complaint Policy and Procedure](#)
- [Queen's University Travel and Expense Reimbursement Policy](#)
- [Queen's University Policy and Procedures for Safe Disclosure Reporting and Investigation](#)
- [Queen's University Senate Policy on Integrity in Research](#)
- [Policy on Sexual Violence Involving Queen's University Students](#)

# **LOA #1 – Employee Group Benefit Plan**

## **Letter Of Agreement (“LOA”)**

### **Re: Employee Group Benefit Plan**

**Between**

**Queen’s University (“the Employer”)**

**And**

**PSAC Local 901, Unit 2 (“the Union”)**

**Hereinafter referred to as “the parties”**

**WHEREAS** in the course of negotiating a renewal Collective Agreement that would succeed the 2013-2016 Collective Agreement, the parties discussed the Employee Group Benefit Plan (the “Plan”);

**AND WHEREAS** the parties have expressed a mutual interest in reviewing the Plan for the purpose of improving the benefit package available to PSAC Local 901, Unit 2 members with a view to maximizing value without adding expense to the Plan as measured by the associated premiums that are University-paid, University/Member- paid and/or Member-paid;

**AND WHEREAS** a review of the Plan commenced in January 2016, by a multi-employee group Employee Benefits Committee (“Committee”) in respect of which PSAC Local 901, Unit 2 has been an active participant;

**NOW THEREFORE** the parties agree as follows:

1. PSAC Local 901, Unit 2 shall continue to participate on the Committee;
2. The review, as referenced in the recitals of this LOA, comprises a review of the Plan design where for purposes of this LOA, the Plan is comprised of the items listed in the Collective Agreement at Articles 28.04, 28.05, 28.06 and 28.07.
3. Following a review of the Plan design, the Employer shall conduct a formal Request for Proposals (“RFP”) with regard to the Plan, and an RFP process shall be conducted in accordance with and be governed by the policies and procedures set out in the Queen’s Procurement Policy and the Broader Public Service Procurement Directive. The Committee shall recommend criteria to be used in evaluating vendors who participate in the RFP process.
4. The Employer will maintain sole discretion and final responsibility with regard to:
  - (a) The selection of a preferred vendor(s) following the RFP process as contemplated at paragraph 3 of this LOA; and

(b) The negotiation of a contract(s) with the vendor(s).

5. This LOA will expire upon the expiration of the renewal Collective Agreement that succeeds the 2017-2020 Collective Agreement.

For the University:  
ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Dan McKeown*  
*Acting Associate Vice-Principal (Faculty Relations)*

For the Union:  
ORIGINAL SIGNED BY:

\_\_\_\_\_  
*MaryAnne Laurico*  
*Regional Representative, PSAC*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Silja Freitag*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Jessica Merolli*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Aaron Franks*  
*Bargaining Unit Member*

## **LOA #2 – Appendix C – Childcare Benefit Plan – First Year Administration**

### **Letter of Agreement (“LOA”)**

#### **Re: Appendix D – Childcare Benefit Plan – First Year Administration**

**Between**

**Queen's University ("the Employer")**

**and**

**The Public Service Alliance of Canada Local 901, Unit 2 ("the Union")**

Whereas the Employer and the Union agree that the Childcare Benefit Plan described in Appendix C of the Collective Agreement (“the Plan”), will be administered differently in the first year of the renewed Collective Agreement (i.e., July 1, 2016 to June 30, 2017) (“the First Year”) and they have, therefore, entered into this LOA to record their agreement, specifically:

1. Appendix C will govern administration and interpretation of the Plan, except as provided for in this LOA with respect to the First Year.
2. For the purposes of this LOA, during the First Year, the benefit year is the period commencing July 1, 2016 and ending December 31, 2016 (“the Benefit Period”). Eligible Employees who incur Eligible Childcare Expenses during the Benefit Period may submit an application for reimbursement in accordance with this LOA.
3. In the First Year, notwithstanding the fact that the Benefit Period is only six (6) months duration, the nominal value of the fund (described at Paragraph 6 of Appendix C) will be \$55,000.00, and the maximum reimbursement (referred to at Paragraph 8(a) of Appendix C) will be \$2000 per child for the Benefit Period.
4. There will be a six (6) week window (“Application Window”) for Employees to apply seeking reimbursement of Eligible Childcare Expenses they incurred during the Benefit Period. The specific dates of the Application Window opening and closing will be determined by the University following ratification of the renewed Collective Agreement. Payments will be made approximately two (2) months following the closing of the Application Window subject to monthly pay deadlines.
5. This LOA will expire, and cease to have any force or effect, following the payments referred to in Paragraph 4 of this LOA.

[signatures on the following page]

SIGNED THIS 13<sup>th</sup> DAY OF February, 2017

ORIGINAL SIGNED BY:

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QUEEN'S UNIVERSITY  
*per Dan McKeown*  
*Chief Negotiator*

ORIGINAL SIGNED BY:

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PSAC  
*per MaryAnne Laurico*  
*Chief Negotiator*

ORIGINAL SIGNED BY:

---

*Tamara Jamaspishvili*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

---

*Abigail Agresta*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

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*Monique Giroux*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

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*Silja Freitag*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

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*Mathieu Brûlé*  
*PSAC Research Officer*

# **LOA #3 – Queen’s Family Health Team Pilot Project**

## **Letter of Agreement (“LOA”)**

### **Re: Queen's Family Health Team Pilot Project**

**Between**

**Queen's University ("Employer")**

**and**

**The Public Service Alliance of Canada Local 901, Unit 2 ("the Union")**

### **Hereinafter referred to as “the parties”**

Whereas the Union has identified a priority of increasing access to healthcare services for Employees and their family members; and

Whereas the Employer has, through consultation with Queen's Family Health Team ("QFHT"), arranged to implement a pilot project in which Employees and their family members will be provided with direct access to family healthcare services through QFHT;

The Employer and the Union agree that:

#### **1. General**

- (a) Subject to “Process for Direct Access to Family Healthcare Services”, paragraph 2, the Employer will endeavour to provide a process of direct access to the family healthcare services of the Queen's Family Health Team ("QFHT") as a Pilot Project for the term of the current Collective Agreement between Queen’s University and PSAC, Local 901, Unit 2 (“Agreement”) only. This Pilot Project will not be continued in subsequent terms of this Agreement unless it is specifically agreed upon by the parties to this Agreement in future rounds of collective bargaining.
- (b) QFHT is a collaboration of Queen’s University (“University”) physicians within the University’s Department of Family Medicine, post graduate resident physicians and other health care professionals who provide patient-centred care. QFHT will provide primary health care to Employees and their "family members" (defined below).
- (c) As an academic teaching centre, QFHT is part of the Employer’s Department of Family Medicine, providing a teaching environment for family medicine residents. QFHT provides services to patients at two Kingston locations, including 220 Bagot Street and 115 Clarence Street both of which also serve as post-graduate medical education facilities. At QFHT, patients must be aware of, and agree to, the teaching nature of the QFHT clinics. In this setting, patients will see their family doctor (or other health care provider such as a

nurse practitioner) along with residents at the clinic. Residents work under the supervision of a staff physician.

- (d) Unless otherwise indicated, all capitalized terms in this Letter of Agreement are defined in Article 3 – Definitions.
- (e) For the purposes of this Letter of Agreement, a "family member" means the spouse or partner of an Employee (i.e., the legally married spouse of an Employee, or a person of the opposite or same sex who has continuously lived with the Employee for a period of at least one year in a conjugal relationship outside marriage.), or a dependent child of the Employee (including a natural child, adopted child, foster child, ward, or step-child), or a person in respect of whom an Employee is the legal guardian.

## **2. Process for Direct Access to Family Healthcare Services**

- (a) **Eligibility:** Subject to the terms and conditions set out below, Employees (i.e., currently appointed Postdoctoral Fellows) and their family members will have direct access to a family physician within the family practice clinic of the QFHT. During this Pilot Project, Employees will gain access by contacting QFHT directly.
- (b) Monthly, the Employer will provide QFHT with an up-to-date list of the names of all Employees. The Employer will not provide further information about the Employees to QFHT, and QFHT will use this list only for the purposes of confirming the identity of Employees who contact QFHT to obtain family medical services. QFHT will not redistribute this information, or use it for other purposes. Employees who wish not to be included in this list may opt out by emailing the Faculty Relations Office, Office of the Provost and Vice Principal (Academic) at [faculty.relations@queensu.ca](mailto:faculty.relations@queensu.ca).
- (c) QFHT will establish a single, initial point of contact for Employees and their family members to access a family physician. Contact information for this point of access will be published on the Faculty Relations website. Employees who seek access to a family physician will initiate access through this point of contact.

## **3. Other Terms & Conditions**

- (a) This Appendix establishes a process for direct access to a family physician at QFHT. Employees must make an appointment at a time and location determined to be suitable by QFHT (i.e., this is not a walk-in clinic service).
- (b) Employees and their family members who make and attend appointments at QFHT should have their health insurance information readily available. Employees and their family members are responsible for ensuring family medical services are paid for, whether under the Ontario Health Insurance Plan or otherwise.

- (c) The parties to the Agreement agree that this is a Pilot Project and that it may be cancelled by the Employer. If the Pilot Project is cancelled, no Employee enrolled in the Pilot Project shall lose access to the QFHT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

ORIGINAL SIGNED BY:

\_\_\_\_\_  
QUEEN'S UNIVERSITY  
*per Dan McKeown*  
*Chief Negotiator*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
PSAC  
*per MaryAnne Laurico*  
*Chief Negotiator*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Tamara Jamaspishvili*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Abigail Agresta*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Monique Giroux*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Silja Freitag*  
*Bargaining Unit Member*

ORIGINAL SIGNED BY:

\_\_\_\_\_  
*Mathieu Brûlé*  
*PSAC Research Officer*