

COLLECTIVE AGREEMENT

between

The Public Service Alliance of Canada



on behalf of

Postdoctoral Fellows

at Queen's University (Local 901, Unit 2)

(hereinafter called the Union)

and

QUEEN'S UNIVERSITY AT KINGSTON

(hereinafter called the Employer)

October 24, 2013 to June 30, 2016



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Article 1 – Purpose

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the 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.

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:

1. persons who secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding;
2. supervisors and persons above the rank of supervisor;
3. 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;
4. persons who hold appointments to the General Support Staff of the University;
5. persons employed as research assistants, research associates, research fellows, clinical fellows, clinical scholars, visiting scholars, visiting researchers and visiting faculty;
6. voting members of the Board of Trustees;
7. employees for whom a trade union held bargaining rights on November 9, 2010;
8. 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
9. members of the legal or medical profession employed in their professional

capacity.

Article 3 – Definitions

1. 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.
2. 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.
3. 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.
4. 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.
5. Calendar Day – One sequential 24 hour period as denoted on a calendar, regardless of the day of the week.
6. Employer – Queen’s University at Kingston, Ontario in its capacity as the employer of Postdoctoral Fellows.
7. 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.
8. Letter of Appointment – Correspondence from the Employer to a prospective Employee outlining the offer of employment.
9. Local – The Public Service Alliance of Canada (PSAC) directly chartered Local 901, Unit 2.
10. PSAC – The Public Service Alliance of Canada or its Local 901
11. Postdoctoral Fellow (“PDF”) – A member of the Bargaining Unit as described in (d) above.
12. Probationary Period – Is the period of time as defined in Article 18 Probationary Employees.
13. Union – Means the Public Service Alliance of Canada, or its Local 901, representing Employees of the University who are members of the Bargaining Unit.

- 14.** 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:
1. determine job requirements, work assignments, methods, hours of work, schedules, and standards;
 2. determine the size, composition, and deployment of the workforce;
 3. 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,
 - ~~4.~~ 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. The Employer shall advise Post Doctoral 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 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 15th 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 T-4 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 names 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 Post-Doctoral 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 within thirty (30) Calendar Days of the ratification of this Collective Agreement, and every quarter thereafter, in an electronic format that is mutually agreed to by the parties, the following information:
- (a) A list that shall include: name, employee number, start date of appointment, end date of appointment, Academic Unit, Faculty Supervisor, Queen's salary, full-time equivalent, birthdate, home address, 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 for the first time no later than February 15, 2014, and will thereafter 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 e-mail 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 fifty (50) 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) 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 & 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 30th of each year, a lump sum to assist the Union in the administration of the Collective Agreement equivalent to one-half of the base rate for PDFs as set out in Appendix A.

Article 11 – No Discrimination No Harassment

- 11.01 The Employer agrees to provide a working environment that is free from discrimination and harassment. 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*, the University's *Harassment and Discrimination Policy*, 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, and membership/non-membership or participation/non-participation in Union activity.

11.03 Harassment in the workplace 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. It includes objectionable acts, comments, or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. Harassment may be related to one or more of the prohibited grounds of discrimination under Article 11.02.

11.04 Sexual Harassment includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:

- (a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or
- (b) submission to such conduct by an individual is used as a basis for employment, or for academic advancement; or
- (c) such conduct interferes with an individual's work or academic performance; or
- (d) such conduct creates an intimidating, hostile or offensive working or academic environment.

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 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.
- 11.06 When a discrimination or harassment complaint arises, the Employee may seek assistance from the University Human Rights Office, or may elect to file a grievance. 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.
- 11.07 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.
- 11.08 The parties agree that allegations of discrimination and harassment shall be dealt with in a timely manner. 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.
- 11.09 An allegation of discrimination or harassment in the workplace, where the subject matter is not covered by the University's *Harassment and Discrimination Policy*, will, if not otherwise resolved, be processed as a grievance in accordance with the Collective Agreement.
- 11.10 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.

- 11.11 Where a complaint is dealt with under the University's *Harassment and Discrimination Policy*, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the Policy have been completed.
- 11.12 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.
- 11.13 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 will be suspended and the applicable timelines will be extended pending any decision by the Tribunal.
- 11.14 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.
- 11.15 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 11.16 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.

- 11.17 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.
- 11.18 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 or 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, and campus location. The letter shall also include a link to the Collective Agreement. The Union shall be copied on all signed-back letters of appointment to Employees within ten (10) Business Days.

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 or 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 Related Expenses Policy and Procedures 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 or 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 or she may share the results with his or her Union Representative.
- 15.04 An Employee shall be entitled to append his or 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 or 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:

1. Individual grievance: an individual Employee grieves against the University;
2. 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;
3. 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.
4. 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:

1. 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.
2. 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

1. 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.
2. 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.
3. 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. 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, 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.
- 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:

1. works,
2. patentable and patented inventions,
3. trademarks (whether or not registered),
4. registerable and/or registered industrial designs,
5. trade secrets, and

6. 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; and 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.

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 comes to his/her 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 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.
- 23.03 Insofar as is possible, reports should provide 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.
- 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. Time spent in such training shall be considered time worked.
- 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.

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 60 calendar days' notice prior to the change.
- 27.02 Employees are to be paid by direct deposit in to 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 Employee's 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 Income Plan (Premiums are 100% paid by the Employee)

- (a) Employees may choose to enrol in the Long Term Disability Insurance 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 Effective July 1, 2014 Employees will be eligible for **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:

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday (currently 1st Monday in August)
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. 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 pro-rated for any portion of an Employee's appointment that is less than 12 months.

Completed Years of Continuous Service as at the Beginning of the Appointment Year	Vacation Entitlement
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:
1. 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;
 2. 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 or 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:

1. 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; and,

2. 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.

3. 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:

1. Weeks 1 & 2

1. 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,
2. 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.

2. 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 six (6) 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:
1. any proceeding before the Ontario Labour Relations Board in respect to PSAC Local 901, Unit 1 and/or Unit 2
 2. any proceedings under Article 19 – Grievance Procedure and Article 20 – Arbitration; and,
 3. 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 (15th) 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, 2016.
- 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

The Employer agrees to establish a minimum base salary applicable to Employees from all combined sources of \$31,000 effective the first (1st) day of the month that follows the month in which the Collective Agreement is ratified. The minimum base salary and the salaries of all Postdoctoral Fellows will increase by the following amounts:

Year	Effective Date	Annual Increase
2012		
2013	*	\$600 lump sum
2014	July 1	1.75%
2015	July 1	2.0%

**Lump sum will be paid in the next payroll cycle in accordance with payroll deadlines.*

Appendix B – Postdoctoral Fellow Form

Postdoctoral Fellow Form



SECTION A (For Departmental Use Only)

Name of Postdoctoral Fellow: _____

Department/Academic Unit: _____

Faculty Supervisor: _____

Duration of Appointment: _____

Salary: _____

SECTION B

Postdoctoral Fellow Areas for Discussion	Notes
1. *Research and Associated Training	
2. *Professional and Career Development/Objectives	
3. *Supervisory Duties	
4. Other	

* See reverse of Form for further guidelines

As the primary responsibility of the Postdoctoral Fellow is research, this form is intended to review and discuss the anticipated areas of responsibilities, expectations, and development of the Postdoctoral Fellow in his or her employment. It is suggested that the form be reviewed and updated periodically by the Postdoctoral Fellow and their Faculty Supervisor.

Reviewed by (Faculty Supervisor)

Reviewed by (Postdoctoral Fellow)

Date

Date

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: _____ and www.psac901.org

***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

2. Professional and Career Development/Objectives

- a) Participating and/or organizing conferences, workshops, seminars, etc.

3. Supervisory Duties

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

Letter of Agreement Re Provision of USB

Between

Queen's University ('Queen's')

And

The Public Service Alliance of Canada Local 901 Unit 2 (PSAC)

The Parties recognize the benefit of providing Postdoctoral Fellows with information and the Collective Agreement in electronic format on a USB drive. Therefore:

1. The Employer agrees to provide each Employee with a copy of the Collective Agreement on a USB drive upon being hired.

2. The Employer also agrees to include the URL of the following policies on the USB drive:
 1. Queen's University Health & Safety Policy
<http://www.safety.queensu.ca/safety/policy/health%20and%20safety%20managment%20system.pdf>

 2. Queen's University Biosafety Manual
<http://www.safety.queensu.ca//biocom/manual/bioman.pdf>

 3. Queen's University Emergency Manual
<http://www.queensu.ca/security/emergency/emergency-booklet.pdf>

 4. Queen's University Harassment and Discrimination Policy
<http://www.queensu.ca/secretariat/policies/senateandtrustees/harassment.html>

5. Queen's University Travel and Related Expenses Policy and Procedures

<http://www.queensu.ca/financialservices/policy/newtravelpolicy.html>

6. Queen's University Policy and Procedures for Safe Disclosure Reporting and Investigation

http://www.queensu.ca/secretariat/policies/senateandtrustees/Safe_Disclosure_Policy.pdf

7. Queen's University Senate Policy on Integrity in Research

http://www.queensu.ca/secretariat/policies/senateandtrustees/research_integrity_policy.pdf

8. PSAC Local 901, Unit 2, Postdoctoral Fellows at Queen's University

<http://psac901.org>