Collective Agreement

between

Brock University

and the

Canadian Union of Public Employees Local 4207, Unit 2

July 1, 2010 to June 30, 2013

CUPE·SCFP
Local / Section locale 4207

Brock

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Article 1-Definitions

1.01 The “Act” means the Brock University Act, S.O. 1964, c. 127 as amended by S.O. 1971, c. 107 and from time to time.

1.02 “Union” means the Canadian Union of Public Employees (CUPE), Local 4207.

1.03 “University” or “Brock University” means the body constituted as Brock University and defined by the Brock University Act, S.O. 1964 and any subsequent amendments. Hereafter called the Employer.

1.04 “Agreement” means this Agreement between Brock University and the Canadian Union of Public Employees, Local 4207, Unit 2.

1.05 “Parties” means Parties to this Agreement, that is, Brock University and the Canadian Union of Public Employees, Local 4207, Unit 2.

1.06 “Member” means a member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 2647-07-R, dated 21st day of December, 2007, attached as Appendix ‘A’.

1.07 “Day(s)” means calendar day(s).

1.08 “Working Day(s)” means Mondays to Fridays when the University is normally open for business.

1.09 “CUPE Local 4207 Unit 2” means the Bargaining Unit as defined in this Agreement.

1.10 “Director” means the Director of International Market Development. “Associate Director” means the Associate Director of ESL Services.

1.11 “Supervisor” means the Associate Director, or someone specifically designated by the Director.

1.12 To the extent practicable the use of a gender specific pronoun shall be considered to include males, females and or transgendered persons.

1.13 “Employee Applicant” means an individual who has seniority under this Collective Agreement and has submitted an application for employment within this Bargaining Unit.

1.14 “Applicant” means all individuals (including employee applicants) who have submitted an application for employment within this Bargaining Unit.

1.15 “Successful Applicant” means an “employee applicant” or “applicant” who has been offered employment within this Bargaining Unit by the Employer.

1.16 “Maximum Medical Recovery” means an employee absent from work due to illness or injury (i.e. sick leave; LTD; and/or WSIB) reaches a plateau in their recovery and any further significant improvement in their medical impairment is unlikely.

Article 2-Purpose

2.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints.

Article 3-Recognition

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 4207 as the bargaining agent of all Full Time Coordinators employed in ESL Services at Brock University in the region of Niagara save and except supervisors and persons above the rank of supervisors and those persons already represented by a trade union.

Article 4-Management Rights

4.01 The Union acknowledges that the Employer has retained and shall possess and exercise all rights and functions, powers and privileges and authority that it possessed prior to the signing of this Agreement, excepting those that are relinquished or restricted in this Agreement.

4.02 a. The Employer also has the right to make and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to, and discussion with, the Union.

b. Rules and regulations adopted by the Employer which affect employees in the Bargaining Unit will be communicated to the members.

4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

Article 5-No Discrimination or Harassment

5.01 There shall be no discrimination or harassment against any employee based on any of the grounds covered by the Ontario Human Rights Code.

5.02 The Parties also recognize their rights and responsibilities under the University's Respectful Work and Learning Environment Policy (RWLEP).

5.03 The University shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.

5.04 A copy of the RWLEP and relevant contact information regarding the RWLEP will be provided on the University website. Hard copies of the RWLEP may be obtained from the Department of Human Rights and Equity Services upon request.

5.05 A claim that the University's application of the RWLEP is inconsistent with either the policy or this Collective Agreement shall be initiated at Stage 2 of the grievance procedure.

5.06 Members of the Union are entitled to Union representation in all stages of the RWLEP processes.

Article 6-Union Security

6.01 The Employer agrees to deduct from every employee, the equivalent of such regular monthly Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution and By-Laws.

Thirty (30) days written notice of any change in dues will be provided to the Employer by the Treasurer of CUPE, Local 4207.

The Employer shall remit the amount deducted to the Union no more than ten (10) calendar days after deductions have been made. Such remittance shall be accompanied by a list identifying the employee

name, employee number, Social Insurance Number, amount of dues deducted, and year to date of the amount of dues deducted. CUPE, and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by CUPE and/or the Bargaining Unit.

6.02 On the commencement of employment or within a reasonable time thereafter, the University agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and provide the new employee with the name, work location, and phone number of the Bargaining Unit President and Steward.

6.03 a. The Employer agrees to inform all employees that a Union Collective Agreement is in effect by stating such on all job postings and in each offer of appointment.

b. The Employer will make the text of the Collective Agreement available on the Human Resources website (www.brocku.ca/hr).

c. The Employer will provide each current member and new hire with a copy of the Collective Agreement.

6.04 The Employer agrees to prepare and provide copies of this Collective Agreement within forty-five (45) days of the signing of said Collective Agreement. The cost associated with printing the Collective Agreement will be shared equally by the Parties. The Employer shall provide the Union with 15 copies of the Collective Agreement and shall provide the Union with a machine-readable version of the Collective Agreement.

6.05 The Employer shall provide a reasonably sized demarcated area of bulletin board space in ESL Services of no less a size than twenty-two by twenty-eight inches (22" x 28"). This will be clearly marked “Canadian Union of Public Employees, Local 4207 Notices” and shall be for the use of official Union notices.

6.06 The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The Employer shall allow the Union the use of all University services, computing services and audio-visual services at internal rates.

6.07 The Employer shall permit the Union to book University rooms through conference services for business meetings of the Local on

the same basis as other internal users. CUPE, Local 4207 will be responsible for any set up costs associated with the room booking.

Article 7-Grievance Procedure

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

7.02 The Parties shall be bound by this Article, and shall promptly implement all decisions arrived at under the procedures described in this Article.

7.03

a. An individual grievance, defined as involving a single employee reporting to a single supervisor, may be initiated by the Union at Stage 1 of the grievance procedure.

b. A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Union or the University at Stage 2 of the grievance procedure.

c. A group grievance, defined as a grievance that involves two (2) or more employees, may be initiated at Stage 1 of the grievance procedure.

d. A grievance involving suspension or dismissal shall be initiated at Stage 1.

e. A grievance involving health and safety shall be initiated at Stage 1.

7.04 The Union shall have carriage of all grievances. The Employer shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance and arbitration procedures. It is understood that the grievor has a right to attend and participate in any of the aforementioned meetings.

7.05 Formal grievance proceedings shall be initiated by formal written notice of grievance to the other Party. Notice of grievance shall specify the provision or provisions of this Agreement at issue in the dispute, including also, where appropriate, reference to past practices or other established procedures incorporated in this Agreement by articles of inclusion, and the remedy or remedies being sought.

7.06 The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process.

7.07 **Informal Complaint Stage**

It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. To that end it is understood that an employee has no grievance until they have first discussed their complaint with the Director, International Market Development, or designate without satisfaction. The employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Chief Steward. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay.

If a formal grievance is to be filed, it shall be initiated within fifteen (15) working days of the date of the employee having knowledge of the act in question. Grievances filed by the Union shall be filed in writing to the Director, International Market Development with a copy to the Associate Vice-President of Human Resources.

7.08 **Formal Grievance Procedure**

Stage 1:

a. Within ten (10) working days of the initiation of a grievance, the Director, International Market Development, or designate, and the President of the Union, or designate, shall meet to attempt to resolve the grievance.

b. The Parties shall attempt to resolve the grievance for a period of up to ten (10) working days starting with the meeting outlined in Article 7.08 (a).

c. If the grieving Party is not satisfied with the disposition of the grievance after the ten (10) working day period outlined in Article 7.08 (b), the grieving Party may submit the grievance to Stage 2, provided that it acts within ten (10) working days from havingreceived the formal response from Stage 1, or if no response has been received, from the date of the meeting outlined in Article 7.08 (a).

Stage 2:

d. Within ten (10) working days of the initiation of a grievance to Stage 2, the Associate Vice-President of Human Resources

or designate, and the President of the Union, or designate, shall meet to attempt to resolve the grievance.

e. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.

f. If the grieving Party is not satisfied with the disposition of the grievance, or if no reply has been received within the time limit outlined in Article 7.08 (e), the grieving Party may submit the grievance to Arbitration, provided that it acts within twenty (20) working days from having received the formal response from Stage 2 (Article 7.08 (e)) or, if no response has been received, from the date of the Stage 2 meeting.

7.09 Prior to a grievance being submitted to arbitration, the Parties may, by mutual agreement, request the assistance of a grievance mediation officer. If the Parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The cost of grievance mediation officer services will be jointly shared by the Parties.

7.10 It is understood that submitting a grievance to arbitration means that the grieving Party shall notify the other Party of its intention to do so in writing. Prior to contacting an arbitrator, the Parties shall confirm with one another which arbitrator is scheduled to hear the grievance in accordance with Article 8.03. The appropriate arbitrator shall not be contacted until after the grieving Party has informed the other Party, in writing, of its intention to proceed to arbitration.

Article 8-Arbitration

8.01 The Parties agree that the practices and procedures of the Labour Relations Act governing grievance arbitration of collective agreements shall generally apply, as well as the following provisions:

8.02 Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration.

8.03 For a single arbitrator, the following shall apply:

a. The Parties agree that the following persons serve as arbitrators on a rotating basis during the term of this Agreement:

Mr. Kevin Burkett
Ms. Pamela Picher
Mr. Owen Shime
Mr. Ken Swan
Ms. Paula Knopf

b. The persons named in (a) above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute.

c. If none of the persons named in (a) above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list in (a) above, to appoint an arbitrator.

8.04 The single arbitrator or Board of Arbitration shall give full opportunity for both Parties to the grievance to present evidence and make representations.

8.05 The single arbitrator or Board of Arbitration shall have no power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

8.06 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both Parties.

8.07 The Parties shall share equally the fees and expenses of a single arbitrator or those of the Chair of an Arbitration Board. Each Party to the grievance shall bear its own expenses of appearing at hearings.

8.08 In any case involving termination of employment for just cause, the burden of proof will rest with the Employer.

8.09 Suspensions and dismissals take effect at the time specified in the notice to the individual. If the Union grieves a suspension without pay, the member will continue to receive salary and be eligible for all applicable benefits until the grievance is decided. If the Union grieves a dismissal, the member shall continue to receive salary and be eligible for all benefits until the grievance is decided.

Article 9-Strikes and Lockouts

9.01 There shall be no strike or lock-out during the term of this Agreement. The term strike and lock-out shall be as defined in the Labour Relations Act, as amended from time to time.

9.02 No Bargaining Unit member shall be required to perform work of another employee who is on strike.

Article 10-Labour Management Committee

10.01 There shall be a Labour Management Committee consisting of up to two (2) members appointed by the University and up to two (2) members appointed by the Bargaining Unit.

10.02 The committee shall meet as required at the request of either Party to discuss matters of common concern. A meeting shall be convened within ten (10) working days of a request by either Party, unless otherwise agreed. Prior to the meeting, the Party calling the meeting will advise the other of the proposed agenda for the meeting. The responding Party will, likewise, advise of any further agenda items.

10.03 Meetings of the Committee shall take place at times mutually agreeable to the Parties and shall be considered time worked for the Bargaining Unit members of the Committee. It is understood that no additional compensation will be provided to members attending Labour Management Committee meetings.

Article 11-Union Representation

11.01 In addition to those members of the CUPE Local 4207 Executive who are members of Unit 1, the Employer agrees to recognize:

- One (1) Steward from the Bargaining Unit.
- One (1) Vice-President, CUPE Local 4207 Unit 2

A maximum of one (1) Bargaining Unit member (i.e. a Bargaining Unit member from CUPE Local 4207, Unit 2), acting on behalf of the unit, may be present at meetings between the Parties. The Parties may mutually agree to exceptions to this limit. Exceptions to this limit will not be unreasonably sought or denied.

11.02 The Union will provide the Employer by September 30th of each year the names and contact information (i.e. phone number and email address) of its Officers and Stewards. The Union shall notify the Employer if this information changes throughout the year.

11.03 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to University premises to consult with the Union.

11.04 In the years when the Collective Agreement is being re-negotiated, the Union may establish a negotiating committee of up to two (2) members of the Bargaining Unit.

11.05 The members of the Bargaining Unit who serve on the Union's negotiating team shall be treated in all respects during time spent in scheduled negotiations as if they were actively at work. It is understood Bargaining Unit members on the negotiating team shall not receive additional compensation for hours spent in bargaining outside of regularly scheduled hours.

Article 12-Reprimands, Discipline and Dismissal

12.01 Discipline shall be for just cause only.

12.02 a. At any meeting which is convened by the Employer for purposes of discussing a disciplinary, suspension or discharge matter with an employee, such employee shall have the right to the presence of the Steward. The employee may discuss the matter privately with the Steward, at a place on the premises, before the meeting.

b. Within fifteen (15) working days of the University having knowledge of an act in question, a meeting shall be held between the University and the employee(s) in question, for the purpose of investigating the situation. The Union shall be informed of the time and location for such meeting and shall have the right to attend.

c. Any warning, reprimand or other discipline shall be in writing to the employee within ten (10) working days of the meeting outlined in Article 12.02 (b). A copy of the letter shall be forwarded to the Union at the same time as the letter is forwarded to the employee in question, giving the name of the employee concerned and the reason for the discipline, discharge or suspension.

d. The employee may respond to the letter in writing within ten (10) working days of receipt of said letter and such response shall form part of the record.

12.03 Any grievance resulting from a disciplinary warning letter shall be processed through the grievance procedure starting at Stage 1.

12.04 a. In imposing discipline, discharge or suspension on a current charge, the Employer will not take into account any infractions for which any disciplinary or warning letters were issued earlier than two (2) years prior to the imposition of the discharge or suspension, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current discharge or suspension.

b. A claim by an employee that they have been disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director of International Market Development or designate with a copy to the appropriate Chair/Program Director or designate and Human Resources as per the grievance procedure in this Collective Agreement (Article 7).

c. A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is filed at Stage 2 of the grievance procedure within ten (10) working days after the discharge or suspension, or within ten (10) working days after the Union has been notified, whichever is the later.

d. Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties or by the Arbitration Board.

e. Notwithstanding Article 12.02, it is recognized that under rare circumstances it may be necessary to suspend an employee without a steward's presence. If such action is taken it shall be confirmed in writing, with a copy to the Union, and a meeting between the Employer and the Union will be convened within three (3) working days of the suspension to discuss the matter. Prior to any employee being suspended, the Employer agrees to make reasonable efforts to notify the Union.

12.05 Any disciplinary action shall be commensurate with the severity and frequency of the violation, and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.

12.06 Discipline, if taken, will be in one of the following forms, listed in increasing order of severity:

a. A letter of warning.
b. A letter of reprimand.
c. Suspension from work.
d. Dismissal for just cause.

In addition, the Employer may impose temporary restrictions on rights and privileges related to the offence, and to a degree commensurate with its severity.

12.07 Both parties acknowledge that disciplinary investigations and actions shall be treated on a confidential basis by their authorized representatives.

Article 13-Salary, Benefits and Pension

Salary

13.01 Members of the Bargaining Unit shall be paid twice monthly as follows:

a. The last banking day prior to the 15th of each month; and
b. The last banking day of the month

13.02 All members shall receive their pay by electronic deposit to a financial institution of their choice. The member shall be responsible for ensuring that the University has up to date banking information to ensure the accuracy of such electronic transfers.

13.03 Salary increases during the life of this collective agreement shall be as follows:

Scale Increases – Scale increases during the life of this Agreement shall be as follows:

a.	Effective July 1, 2010	2.00%
b.	Effective July 1, 2011	1.50%
c.	Effective July 1, 2012	1.50%

Progression Through the Range (PTR) – Members who are below the maximum salary for their job group are eligible to receive the same PTR increase as non-unionized Administrative-Professional staff members at the University up to the maximum salary for their job group. The University will determine and communicate the amount of this PTR increase to the Union at the same time that it communicates the PTR increase to non-unionized Administrative-Professional staff members at the University.

Benefits

13.04 The benefits (i.e. Extended and Health and Dental Benefits, LTD, and Life Insurance) provided to members of the Bargaining Unit will be those in effect on the date the Union was certified. These benefits shall be subject to the rules and regulations of the benefit carriers and shall be in accordance with the carrier's master policies. Members can obtain specific information regarding benefit coverage by contacting the Office of Human Resources.

Pension

13.05 The Brock University Pension Plan (BUPP) shall be the recognized Pension Plan for members of the Bargaining Unit.

13.06 The terms and conditions of the Brock University Pension Plan shall govern.

13.07 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Bargaining Unit.

13.08 There shall be no reduction of benefits as provided in the Pension Plan as at the date the Bargaining Unit was certified.

13.09 Mandatory retirement in the Province of Ontario was eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The Brock Pension Plan, the

Canadian Income Tax Act and other relevant statutes govern the administration of the Pension Plan, including the right of Bargaining Unit members to participate in the Pension Plan. Accordingly, members of the Bargaining Unit who work beyond age 65 are eligible to participate in the Pension Plan in accordance with and to the extent allowed by the terms of the Pension Plan, the Canadian Income Tax Act and other relevant statutes.

Article 14-Postings and Appointments

14.01 Posting Period – Vacancies that the University intends to fill shall be posted for a period of at least seven (7) full working days before the deadline forapplications for the position.

14.02 Posting Distribution – Each job posting will be at a minimum 1) posted on the bulletin board outside the Human Resources Office; 2) posted on the Human Resources web site (www.brocku.ca/hr); 3) posted on the CUPE, Local 4207 bulletin board in ESL Services; and 4) sent to the President of the Bargaining Unit.

14.03 Each job posting shall include:

a. that the position is a CUPE, Local 4207 Unit 2 position;
b. the group level;
c. job title;
d. annual salary range;
e. number of hours of work per week;
f. term of appointment where applicable;
g. start date if known;
h. requirements and qualifications of the position;
i. to whom applicants should be sent; and
j. the due date for such application.

14.04 An employee who wishes to apply for a posted vacancy shall submit an updated resume and cover letter by the due date indicated on the posting.

14.05 The University shall base its selection of the successful applicant to fill a posted vacancy on the required skills, ability, relevant past performance, and the qualifications required to perform the work as outlined in the job posting.

14.06 For the purpose of 14.05, if the selection is to be made from two (2) or more applicants whose skills, ability, relevant past performance, and qualifications required to perform the work as outlined in the posting

are considered relatively equal, the senior applicant, if there are any internal applicants, will be appointed.

14.07 Where possible, the University shall notify the successful candidate within three (3) working days of the selection decision.

14.08 The University shall notify the unsuccessful candidates within four (4) working days of the final selection and acceptance by the candidate for the position.

14.09 As soon as possible, the University shall notify the Bargaining Unit President, in writing, of the name of the successful applicant to posted positions.

14.10 Where an employee has been interviewed for a position, that employee shall receive a debriefing about their skills and interview upon request. Such meeting will be arranged within a reasonable time and if the employee chooses, they may be accompanied by a union representative.

14.11 During the hiring process, the University may temporarily fill the vacancy, while considering applications.

Article 15-Probationary Period

15.01 A member will be considered probationary until the member has worked for a period of six (6) months in a position covered by this Bargaining Unit. It is further understood that the University may extend the probationary period of a probationary member for an additional three (3) months. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension.

15.02 A member shall be informed in writing, with a copy to the Bargaining Unit President, upon the successful completion of their probationary period.

15.03 It is understood that probationary employees are subject to a lesser standard of just cause and may be terminated at any time during the probationary period at the sole discretion of the University. Such discipline or discharge will be done in good faith and in a non-arbitrary fashion.

Article 16-Seniority

16.01 Seniority shall be calculated based on the members first day of work in the Bargaining Unit.

16.02 A probationary member of the Bargaining Unit will not be placed on the seniority list during their probationary period. However, it is understood that a member will be placed on the seniority list at the successful completion of their probationary period and that the member's seniority date will be based on the member's first day of work in the Bargaining Unit (see Article 16.01).

16.03 The University shall establish and maintain the seniority list as follows:

a. The seniority list shall be arranged from the most senior to the most junior, indicating each member's name and seniority date only.

b. The seniority list shall be updated on May 1st of each year.

c. A copy of the updated seniority list shall be sent to the Bargaining Unit President on May 1st of each year.

16.04 A member of the Bargaining Unit shall lose their seniority under the following conditions:

a. If the member resigns from, or otherwise terminates their employment in the Bargaining Unit.

b. If the member is discharged and is not reinstated through the grievance or arbitration procedure

c. If the member is absent from work without permission and without a reasonable explanation for failing to seek such permission for three (3) consecutive days.

d. If the member has exhausted all of their rights under the layoff and recall provisions of this Collective Agreement, or if the member fails to return to work after being recalled from layoff within the set number of days set out in the Layoff and Recall Article.

e. If a member suffers a break in service (i.e. does not hold a position within the Bargaining Unit) greater than twelve (12) months.

f. If an employee fails to report for duty following the completion of an approved leave of absence, unless mutually agreed to in writing by the University and the employee.

g. Upon the member's retirement.

h. If a member accepts a permanent position outside the Bargaining Unit.

i. If a member reaches their Maximum Medical Recovery (see Article 1.16), and the member is unable to be accommodated within a Bargaining Unit position. If the University accommodates a member by placing them in a position outside of the Bargaining Unit, the University will ensure that the affected member's service the Employer is recognized.

16.05 A member will continue to accumulate seniority under the following conditions:

a. While on an approved leave of absence as provided under this Agreement

b. While on Pregnancy or Parental Leave

c. While working scheduled time (which includes vacation and holidays)

d. While on layoff and continues to maintain rights of recall

Article 17-Personnel File

17.01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department. The file shall be available and open to the employee for inspection in the presence of a Human Resources Officer by contacting the Human Resources Department and arranging an appointment.

17.02 Opportunities to view a personnel file shall not be unreasonably requested, delayed and/or denied.

17.03 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.

17.04 In the event an employee is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the

Bargaining Unit President, or designate, who shall be supplied, upon request, with copies of any materials contained in the file.

17.05 A member shall have the right to be accompanied by a Bargaining Unit representative when reviewing their personnel file.

Article 18-Leaves

Bereavement Leave

18.01 An employee shall be entitled to a leave of absence with pay in the event of the death of a member of their family, as follows:

a. Five (5) consecutive working days of paid leave at their regular rate of pay in the event of a death of an immediate family member. Immediate family member is defined as one of the following: spouse; common law spouse; same-sex partner; child; spouse's child; grandchild; foster child who is currently in the member's custody; brother; sister; father; mother

b. Three (3) consecutive working days of paid leave at their regular rate of pay in the event of a death of an extended family member. Extended family member is defined as one of the following: father-in-law; mother-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; spouse's grandparent; step-mother; step-father; foster parent.

c. An extension of Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however the employee may arrange to use vacation or lieu time, or arrange with their supervisor to make up any time lost as a result of the extension. Extensions under Article 18.01 (c) shall not be unreasonably sought by a member nor denied by the Employer.

d. In the event that a member wishes to attend the funeral of a relative or friend not covered by Article 18.01 (a) or (b), the member may do so by arranging to use vacation or lieu time, or by arranging with their supervisor to make up any lost time.

Jury and Witness Duty

18.02 Employees shall be granted leave with pay and without loss of benefits, seniority or experience to serve as a juror or a subpoenaed witness in any proceeding.

18.03 Employees called for Jury Duty or an employees who are subpoenaed by the Court to serve as a witness shall absent themselves from work to carry out their duties. Such an employee shall pay to the Employer the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for their standard scheduled hours for such absence at their basic hourly rate of pay.

Union Leave

18.04 Union leave shall be granted, upon request, for the purpose of carrying out Union business. Such leave shall be in accordance with the terms and conditions set out in this Article.

18.05 Union leave shall be granted to representatives of the Bargaining Unit for the purpose of carrying out Union business for up to a total of six (6) days per year for the Bargaining Unit. The Union and University may mutually agree to increase the number of days available to Bargaining Unit members under this article (18.05). It is understood by the parties that such leave is exclusive of other union leaves outlined in this Article. The President of the Bargaining Unit shall make a written request to the appropriate supervisor and Human Resources for individual Bargaining Unit representatives. Such request shall be made as soon as possible and not later than two (2) weeks prior to the commencement of the planned leave using a form provided by the Employer. The Bargaining Unit shall reimburse the Employer for the cost of such member on leave as outlined in 18.05.

18.06 For the purpose of 18.05 there shall be a maximum of two (2) members on leave at any one time. The Bargaining Unit may request specific exceptions to the limits outlined in this Article (18.06) and the Employer will not unreasonably deny such a request. Any exceptions must be agreed to in writing.

18.07 Union leave shall be granted to representatives on University joint committees which meet during the normal workday of the member. Such leave shall not be deducted from the days outlined in 18.05. There shall be no reimbursement to the University for members attending such meetings.

18.08 Any employee elected, employed or appointed to a position in the Union is entitled to a renewable unpaid leave of up to one (1) year. For the purpose of this clause, the Union shall include the local executive, the Canadian Labour Congress, the Ontario Federation of Labour and the Ontario Division or the National body of the Canadian Union of Public Employees. Members shall continue to accrue

seniority while on Leave under Article 18.08. If a leave is to be taken under 18.08, the Union shall normally provide at least sixty (60) days notice to the University. It is understood that due to unforeseen circumstances, the Union may not be able to provide sixty (60) days notice. In these cases the Union may request a shorter notice period and such requests shall not be unreasonably denied.

18.09 At the end of the period of leave granted in 18.08 the member shall return to the same position held prior to the leave, if it still exists, or to a similar position that may be available following the procedure outlined in Article 24, Layoff and Recall.

Religious Holidays

18.10 The Parties are cognizant of the fact that some employees may, for reasons based on creed and in accordance with the Ontario Human Rights Code, wish to observe religious holidays that are not identified as Paid Holidays under this Collective Agreement. In such cases, the employee shall be entitled to observe such alternate holidays under the following conditions:

a. The holiday may be observed as an unpaid day, however the employee may arrange to use vacation or lieu time, or arrange with their supervisor to make up any time lost as a result of observing the holiday.

b. The employee shall be required to provide their supervisor with reasonable written notice of their intent to observe the holiday and must ensure that adequate arrangements have been made with their supervisor prior to the holiday.

Sick Leave

18.11 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process with respect to short- and long-term disability leaves.

18.12 It is understood that not all illnesses and injuries require an employee to be absent from work. However, if an employee is unable to attend work as a result of their illness or injury, they shall be entitled to regular earnings and benefits for up to 105 days per illness/injury. These days are intended to allow a member’s regular earnings and benefits to continue until the member is able to return to work, or until the member becomes eligible to apply for LTD benefits, whichever occurs first.

18.13 The member shall inform their supervisor as soon as possible of their illness so adequate arrangements can be made to fulfill the member's duties. It is understood that members should make every reasonable effort to contact their supervisor directly (e.g. phone or voice mail) in the event they cannot attend work due to illness; however, it is also understood that this may not be possible in every instance. In these cases, the member should make other arrangements to notify their supervisor in an appropriate manner.

18.14 For absences of three (3) days or more, or when a member is absent repeatedly over a period of time, the Employer may, with reasonable notice, request the member provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform their duties. If there is a charge for obtaining the medical certificate, the Employer shall reimburse the employee for such cost.

18.15 In the event the member remains unable to perform their duties and attend work as a result of illness or injury after 105 days, they are eligible to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan.

Personal Leaves of Absence

18.16 Unpaid leaves of absence of up to one (1) year may be granted to members of the Bargaining Unit for a variety of reasons such as educational leave, extended vacation time, extended parental leave, child or elder care needs, or other personal reasons. This leave may be granted to members under the following conditions.

a. The leave must be requested in writing to the supervisor with a copy to Human Resources.

b. The written request must include the start and expected return date of the leave as well as the reason for the leave.

c. Members shall give at least sixty (60) calendar days prior written notice for a leave of more than two (2) weeks, and at least thirty (30) calendar days prior written notice for a leave of two (2) weeks or less, except in cases where the member cannot reasonably anticipate the need for the leave in these cases the member shall provide as much notice as possible prior to the requested commencement of the leave.

d. Normally, personal leaves of absence intended to extend vacation by twenty (20) working days or less will be dealt with through Voluntary Reduction (see Article 21.08); however, the

Employer will consider these requests in the context of a personal leave of absence in exceptional and extenuating circumstances.

e. Members may apply for an unpaid personal leave of absence from their position to accept a temporary non-bargaining unit position at Brock University for a period of one (1) year or less. If the position is converted to a permanent position and/or the member accepts an ongoing position during the leave, the member will be deemed to have resigned and their seniority shall be terminated. Employees who accept alternate employment outside of the University during their leave shall have their seniority terminated.

f. The member may continue benefits coverage during the leave by reimbursing the University for the cost of benefits coverage during the leave.

g. Except in exceptional or extenuating circumstances, leaves shall not be renewed or extended.

h. Leaves under this Article shall be granted at the sole discretion of the University. The University shall not unreasonably deny a request for such leave, but may do so for reasons including the operational needs of the University or an inability to reasonably accommodate the leave. It is understood by the Parties that a leave that appears to be requested continually for the same time period each year (e.g. the whole summer) may be denied as an unreasonable request.

Miscellaneous Leaves

18.17 The University shall grant a leave of absence with pay and without loss of benefits for one (1) working day to attend the post-secondary graduation of the member's or member's spouse's child.

Family Responsibility Leave

18.18 The purpose of this leave is to assist members with balancing their family and work responsibilities. The following conditions apply to the use of this leave:

a. The Parties understand that Sick Leave is only to be used for a member's own illness and Family Responsibility Leave is to be used for other family responsibilities.

b. The operational requirements of the University must be met; however, it is recognized that effort will be required to accommodate requests for Family Responsibility Leave. Leaves will be approved unless precluded by operational requirements.

c. Three (3) days per calendar year of Family Responsibility Leave will be available to each member of the Bargaining Unit.

d. The Leave must be used in blocks of time not less than one (1) hour.

e. If possible, the Leave must be requested in advance.

f. Family Responsibility Leave is available on a “borrow” basis and will be repaid by mutual agreement between the member and the supervisor. Time take can be repaid by, for example, working shortened lunch breaks, starting work earlier, or working late.

g. Unused Family Responsibility Leave will not accumulate from one year to the next if not used.

h. Any outstanding time owing must be repaid by March 1st of the year following the year that the Leave is taken.

i. In addition to Family Responsibility Leave, a member may apply for an unpaid leave of absence (Article 18.16) to accommodate their family responsibilities.

j. Family Responsibility Leave shall not be unreasonably sought by a member nor denied by the Employer.

Pregnancy/Parental/Paternity Leave

18.19 Employees are entitled to pregnancy and parental leave benefits as outlined in the Employment Standards Act.

18.20 Pregnancy related illness will be managed in accordance with the Sick Leave provisions outlined in Article 18.

18.21 General Provisions for Pregnancy or Parental Leave

a. Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.

b. Seniority shall continue during any term of pregnancy or parental leave.

c. The Employer shall continue to pay the Employer's portion of benefits and pension during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of the costs, if there is such cost.

d. At the discretion of the Employer, pregnancy or parental leave may be granted to any employee who has not been employed with the University for thirteen (13) weeks.

e. An employee returning from pregnancy or parental leave shall return to their previous position, if it exists, or a comparable position following the Layoff and Recall procedure in Article 24.

18.22 Supplementary Employment Benefit

A female employee is entitled to at least seventeen (17) weeks of paid pregnancy adoption leave if the employee:

a. Has been continuously employed by the University for at least twelve (12) months; and

b. Has applied for and received Employment Insurance benefits.

18.23 If the employee has met the conditions, outlined in Article 18.21, then the employee shall be eligible for a paid pregnancy/adoption leave as follows:

a. During the first two (2) weeks of the leave the Employer shall continue to pay the employee their regular wage.

b. During the remaining fifteen (15) weeks of the leave the Employer shall pay the employee 95% of their regular wage, less Employment Insurance benefits.

18.24 If a member who is male assumes the primary childcare responsibility upon the birth or adoption of a child, the pregnancy/adoption leave benefits of this agreement shall apply to him.

18.25 A paid paternity leave shall be granted to any member who becomes a father by the birth or adoption of a child. Such leave shall be for a period of up to five (5) consecutive working days.

18.26 An employee who is eligible for pregnancy/adoption leave shall provide the Employer with at least one (1) months notice of the expected start date of the leave, together with a medical certificate estimating the date of the delivery.

Family Medical Leave

18.27 Family Medical Leave specifically refers to the Family Medical Leave as provided under Ontario's Employment Standards Act.

18.28 In situations where a member of the Bargaining Unit qualifies for Employment Insurance Compassionate Care Benefits, the member will be placed on a leave without pay for the duration of Family Medical Leave. During the two (2) week waiting period for the Employment Insurance benefits to commence, the member may choose to take a leave without pay, or the member may choose to have the Employer maintain their salary. If the member chooses to have their salary maintained during the two (2) week waiting period, the member will arrange to make up this time by 1) using vacation or lieu time; 2) arranging for an agreed to flexible hours schedule consistent with Article 21.07; or 3) by using/purchasing Voluntary Reduction days under Article 21.08.

Article 19-Health and Safety

19.01 It is agreed that both Parties will cooperate for the prevention of accidents and the promotion of health and safety. The Employer will make reasonable provisions for the safety and protection of the health of employees during the hours of employment.

19.02 The Parties recognize their obligations under the Ontario Occupational Health and Safety Act and its accompanying regulations. The Parties also recognize their obligations under the University's Occupational Health and Safety Policy.

19.03 When supervising students or other employees of the University, members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.

19.04 The Parties agree that the Bargaining Unit shall have the right to raise Health and Safety issues at Labour Management Committee

meetings. The University shall investigate such issues brought forward for discussion and report back to the Bargaining Unit.

19.05 The Collective Agreement between Brock University and CUPE, Local 4207 (Unit 1) currently provides for up to two union appointed representatives from that Bargaining Unit on the University's Joint Health and Safety Committee (JHSC). Subject to the approval of CUPE, Local 4207 (Unit 1), a member of CUPE, Local 4207 (Unit 2) may serve as one of these two representatives on the University's JHSC.

19.06 The University will offer opportunities for members of the Bargaining Unit to be trained with respect to Health and Safety, including need to know information on safety procedures, at Brock University. Members may complete this training once every two (2) years.

WSIB

19.07 The Parties recognize the responsibility of individual members of the Bargaining Unit and the Employer to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act.

19.08 A member who is on a WSIB or LTD absence shall have the right to return to their position, if it exists, for a period of two (2) years from the start of the WSIB or LTD Claim. If the member's position no longer exists they shall be entitled to exercise their rights under the Layoff and Recall Article 24.

19.09 If two (2) years have elapsed or if the Employer has been advised that the employee has reached their Maximum Medical Recovery and is unable to return to their position, the position shall be posted if it still exists.

19.10 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.

19.11 Prior to finalizing the timely and safe return to work plan, the Employer shall consider, among other factors, the member's pre-injury job classification and skills, current functional abilities, and work demands in the department.

19.12 The Union shall be notified of return to work meetings between a member of the Bargaining Unit and the Employer. Members have the right to have Union representation present during any return to work

meeting. The Union will be provided with a copy of the timely and safe return to work plan for any member of the Bargaining Unit.

Article 20-General

20.01 Members of the Bargaining Unit shall not be required to personally pay for textbooks or other course materials that the University requires for the member to discharge their duties.

20.02 Travel Allowance

a. Members who are required to use their own vehicle in the normal course of their employment at the University shall be reimbursed for mileage at the University's current mileage rate.

b. Members shall submit mileage reports to the University, on a form provided by the University, in order to receive mileage payments.

c. Employees shall not be required to transport students, unless it is within the scope of their job duties. Members whose job responsibilities involve transporting students shall not be required to use their own vehicles. If a member is required to transport students in the course of their job responsibilities, the member may request the use of a rental vehicle

20.03 The University shall include two academic coordinators on its hiring committees for part-time teaching staff within ESL Services. The Parties agree and understand that all hiring decisions are the sole responsibility of the University.

Article 21-Workload

21.01 The establishment of a job description for a new position shall be the responsibility of the Employer. Each time a position is created or changed, the job description shall be forwarded to the Union.

21.02 Upon request of individual members of the Bargaining Unit, the University shall provide a copy of the member's most recent job description for the position they hold.

Hours of Work

21.03 a. The normal workweek for full-time employees shall be thirty-five (35) hours per week.

b. Effective May 1, 2011, the normal teaching workload for Academic Coordinators in the fall/winter term shall include two (2) courses in each term. Except by mutual agreement, Academic Coordinators will not be assigned a teaching workload in the spring/summer terms. However, Academic Coordinators may be assigned to cover classes in the spring/summer terms when the regular ESL Instructor is unavailable. In these cases, Article 21.18 shall apply.

21.04 An employee working a full day (i.e. 7 hours) shall be entitled to an unpaid, one (1) hour lunch period.

21.05 An employee is entitled to a paid fifteen (15) minute rest period for each half day worked.

21.06 An employee's regularly scheduled hours of work shall not be amended without reasonable prior consultation and notice to the affected employee and the Bargaining Unit. Such consultation shall include the reasons for such change.

Flexible Hours

21.07 The University recognizes that employees may work flexible hours (i.e. altering starting and stopping times) subject to the following conditions:

a. The Parties recognize that departments have an obligation to provide the highest level of service possible to students and the University Community in general. Any request for flexible hours must consider this obligation and may be denied by the University if service is adversely affected.

b. The Parties recognize that the University has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a member's department is open. Any request for flexible hours must consider these requirements and may be denied by the University if operational needs are not being met.

c. An agreed to flex hour schedule shall ensure the hours worked are within the hours outlined in this Article and shall ensure that lunch and break times are incorporated within those hours.

d. An agreement for an employee to work flexible hours shall not be considered to be an ongoing commitment. Agreements to work flexible time may be time limited (e.g. for only the summer months) or may be terminated by the University if circumstances, service commitments or the operational requirements within an affected department change.

e. An employee's flexible hours shall not be terminated without reasonable consultation and notice to the affected employee and the Bargaining Unit. Such consultation shall include the reasons for such termination.

f. Requests to work flexible time shall not be unreasonably sought by a member nor denied by the University.

Voluntary Reduction

21.08 Voluntary reduction is defined as unpaid time off that may be purchased by members of the Bargaining Unit in blocks of five (5) days, to a maximum of twenty (20) days per calendar year. The following conditions apply to voluntary reduction:

a. The member must apply annually by the November 30th prior to the calendar year in which the time will be purchased and used.

b. The member must apply in writing to their supervisor with a copy to Human Resources. Application must be made using a form supplied by the University.

c. The cost of the leave is 2% of the member's nominal annual salary for each five (5) day block of voluntary reduction purchased. The cost of the time purchased shall be spread out over the entire calendar year in question and deducted from the member's pay.

d. The member's benefits will not be reduced as a result of taking voluntary reduction.

e. The member will continue to make regular (i.e. as if no voluntary reduction was being taken by the member) pension contributions and the University will continue to match those contributions in accordance with the Pension Plan

f. The Parties are aware that pensionable service and contributions to the Pension Plan during unpaid leaves are subject to Canada Revenue Agency limits.

g. The Parties recognize that departments have an obligation to provide the highest level of service possible to students and the University community in general. Any request for voluntary reduction must consider this obligation and may be denied by the Employer if service is adversely affected.

h. The Parties recognize that the University has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a member's department is open. Any request for voluntary reduction must consider these requirements and may be denied by the University if operational needs are not being met.

i. Request for voluntary reduction shall not be unreasonably sought by a member nor denied by the University.

21.09 Notwithstanding Article 21.08 (above), members of the Bargaining Unit who are fifty-five (55) years of age or older at the date of application and who have accumulated at least 10 years of service to the University at the date of application are eligible to apply for a maximum of forty (40) days of voluntary reduction per calendar year. The same conditions outlined in Article 21.08 apply to these members, except as follows:

a. Members of the Bargaining Unit shall only be able to take more than twenty (20) days of voluntary reduction for a total of five (5) years.

b. The member must apply annually by the September 30th prior to the calendar year in which the time will be purchased and used.

c. Any application for voluntary reduction under Article 21.09 must specify how and when the voluntary reduction is to be used.

Overtime

21.10 Employees shall be paid their regular hourly rate for their regularly scheduled hours each week.

21.11 Overtime shall be paid in accordance with the Employment Standards Act. Opportunities for overtime and unscheduled work assignments amongst Bargaining Unit members shall be divided as equitably as practicable.

21.12 Accumulated overtime may be taken as time off at a later date (i.e. lieu time). Lieu time shall only be taken at times mutually agreeable between the member and the University.

21.13 A maximum of 105 hours of lieu time may be carried into the next calendar year unless otherwise specifically agreed to by the University.

21.14 Approval from an appropriate supervisor must be obtained before any overtime work can be undertaken by a member of the Bargaining Unit.

21.15 Except in unexpected or emergency situations, the University shall provide at least one (1) days advance notice of any overtime activity that may be required.

21.16 Overtime work shall be distributed as evenly as is practicable among those normally performing the work in the Bargaining Unit.

21.17 An employee who is called in to work on an unscheduled basis shall receive a minimum of three (3) hours pay for the “call back”.

21.18 If a member of the Bargaining Unit is required to cover an ESL class to which they are not normally assigned, the University will endeavour to reschedule, reassign, and/or reduce the member’s or other regular duties so that the member is not required to work overtime as a result of covering additional classes. If the University is unable to reschedule, reassign, and/or reduce the member’s other regular duties, and as a result, the University instructs the member to work additional time, the member shall receive overtime in accordance with this Article (Article 21).

Article 22-Professional Development

22.01 The Parties recognize the importance of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through learning, skills training and professional development. The Parties recognize their joint responsibility in and commitment to active participation in the area of learning, skills training and professional development.

22.02 The University recognizes its responsibility to ensure members of the Bargaining Unit have the necessary skills, and are provided with any necessary training, that may be required to perform the duties and responsibilities of their position as required by the Employer.

22.03 The Parties recognize that, in addition to skills training, other forms of professional development may benefit both the member and the Employer. Professional Development is defined as learning and development opportunities offered through the University and the Union, including but not limited to: formal academic programs; short-term continuing education activities; certification programs; independent learning; training initiatives offered through the office of Human Resources and Environment, Health and Safety, or through the Union; and University committee participation.

22.04 In addition to recognizing the importance of learning, skills training and professional development opportunities, the Parties also recognize that the Employer has service and operational needs that must continue to be met. To that end, the Parties agree as follows:

a. The Parties recognize that not all professional development opportunities offered through the University are directly related to the assigned duties and responsibilities of a Bargaining Unit member's position; however, it may still be possible for a member of the Bargaining Unit to participate in these opportunities by arranging for a flex time schedule (Article 21.07) and/or a personal leave of absence consistent with this collective agreement;

b. The Parties recognize that departments have an obligation to provide the highest level of service possible to students. Any request related to a member's involvement in a learning, skills training and/or professional development opportunity must consider this obligation and may be denied by the Employer if service is adversely affected;

c. Requests to be involved in learning, skills training and professional development opportunities shall not be unreasonably denied by the Employer.

22.05 The Employer agrees to consult with the Union prior to determining the training opportunities to be offered through the Office of Human Resources and Environment, Health and Safety each year.

22.06 The University will maintain a professional development fund for members of the bargaining unit. Professional development funds may

be used for legitimate skill development opportunities (such as conference presentations, attendance at conferences, etc) and resources (such as subscriptions to relevant journals, purchase of books or other resources related to assigned work). It is understood that any materials or resources purchased with this fund remain the property of the University.

The allocation of specific funding amounts provided to members will be based on the available funding and will not exceed $800 per member per year (May to April) without the agreement of the University. The member will submit requests for funding, including a supporting rationale, to his/her supervisor. Expenditures will only be made with the approval of the University. Approval of expenditures in accordance with this article will not be unreasonably denied.

Article 23-Job Security

23.01 No member of the Bargaining Unit shall be laid off, or have their hours of work or salary reduced, due to contracting out.

23.02 No member of the Bargaining Unit shall be laid off, or have their hours of work or salary reduced, due to the use of volunteers or students in Bargaining Unit positions.

Article 24-Layoff and Recall

24.01 A layoff is defined as the elimination of a Bargaining Unit position or an ongoing reduction in regularly scheduled hours of work for a Bargaining Unit position. For the purpose of this Article “ongoing reduction” shall be defined as a reduction in hours for more than one (1) month in a twelve (12) month period.

24.02 The provisions of this Article shall not apply in the following situations:

a. When an employee’s appointment is for a limited duration of two (2) years or less and the appointment expires and is not renewed;

b. When a seasonal employee is laid-off for the portion of the year in which they are normally not employed.

24.03 In the event of layoffs, the University will identify the affected Bargaining Unit position(s) to the Bargaining Unit and the affected member(s) in writing. The Parties shall meet in advance of the layoff(s) to discuss options to minimize the impact of the layoffs and bumping. If the Parties do not agree the University shall have the right

to layoff the affected member(s) and follow the provisions of Article 24.04.

24.04 Members who are laid off will be given the following opportunities in the following order:

a. The affected member will be given a preference in hiring over external candidates for any Bargaining Unit position posted at the time of layoff for which the affected member is qualified. The Employer may utilize a qualified member on layoff to temporarily fill a vacancy during the posting process;

b. If there is no such position available, the affected member will be entitled to bump the most junior Bargaining Unit member who holds a Bargaining Unit position for which the affected member is qualified;

c. If there is no other Bargaining Unit member who is junior to the affected member and who holds a position for which the affected member is qualified, the affected member will be given a preference in hiring for any Bargaining Unit position that is subsequently posted and for which the affected member is qualified. It is understood that the provisions of Article 24.04 (c) shall only apply while the affected member maintains rights of recall (see Article 24.07)

24.05 A member who has been laid off and unwilling to displace another member shall be entitled to rights of recall in accordance with Article 24.07.

24.06 A member who is to be laid off shall be given notice as set out in the Employment Standards Act. The University may elect to pay an amount equivalent to the notice period in lieu of notice.

24.07 Members who have been laid off or bumped shall have the right to be recalled for twenty-four (24) months from the date of layoff.

24.08 Members who maintain rights of recall and accept a permanent position at the University shall lose their rights of recall.

24.09 If a member’s recall rights expire in accordance with Article 24.07 the University will pay severance in accordance with the Employment Standards Act.

24.10 Members who are declared surplus and, as a result, assume a position in a lower job group shall have their salary adjusted as follows:

a. If the member's current salary is greater than the range maximum for the new position their current salary shall be red circled (i.e. maintained at the current rate) for a period of up to one (1) year. After a one (1) year period, the member's salary shall be reduced to the range maximum for the position they acquired through the layoff process.

b. If the member's current salary is less than or equal to the range maximum for the new position their current salary shall be maintained and they shall progress on the salary grid for the new position they acquired through the layoff process in accordance with the terms of this Agreement.

Article 25-Job Performance Appraisal

25.01 Performance appraisal is intended to be a culmination and confirmation of discussions that have taken place between the supervisor and the employee throughout the preceding period. Performance appraisals may be used by the University to make decisions related, but not limited to: promotion, demotion, discipline and hiring.

25.02 All performance appraisals shall be made in writing and signed by the evaluator, with a copy being sent to the employee. The written appraisal shall be made available to the employee at the earliest possible opportunity.

25.03 A formal performance appraisal shall be conducted once per year for employees who have completed their probationary period. Formal performance appraisals shall be completed before the end of June each year.

25.04 Probationary employees shall have a formal performance appraisal half way through their initial probationary period, as well as just prior to the end of their probationary period.

25.05 Unless otherwise mutually agreed, supervisors shall provide at least five (5) days notice to the employee prior to any formal performance appraisal and encourage the employee to provide a written summary of their work performance over the preceding period that includes, but is not limited to: achievements; areas for improvement; areas for job related development; and performance goals for the next period.

25.06 Performance appraisal shall include a face-to-face meeting between the supervisor and the employee to discuss the appraisal. This meeting shall take place prior to the supervisor writing the formal appraisal. An employee who becomes uncomfortable in this meeting may stop the meeting until such time as they have Union representation at the meeting.

25.07 A performance appraisal that alleges an employee's performance is unsatisfactory shall outline: 1) the reason(s) that the employee's performance is unsatisfactory; and 2) specific recommendations for improvements necessary to achieve satisfactory performance in the area(s) that the supervisor has alleged are unsatisfactory.

25.08 If a member is to receive an unsatisfactory review, the Bargaining Unit President or designate will be notified and be present at: 1) the meeting where the member is informed that they are to receive an unsatisfactory rating; and 2) the interim meeting(s) (Article 25.13) scheduled to discuss an unsatisfactory rating.

25.09 Once the supervisor has completed the written performance appraisal, the employee shall be given an opportunity to sign the performance appraisal and attach written comments, if so desired, prior to the appraisal being forwarded to the appropriate division head.

25.10 If the employee disputes the accuracy or completeness of their performance appraisal they may request a meeting with their supervisor to discuss their performance appraisal prior to the supervisor confirming the appraisal and it being placed in their personnel file.

25.11 Employees shall have the right to attach a response or written comments to their performance evaluation. Any such response or written comments will be included with the performance appraisal in the employee's personnel file. It is understood that the supervisor shall be given the opportunity to review any such response or written comment prior to the document being placed in the employee's official personnel file (as described in Article 17 – Personnel File).

25.12 By signing the performance appraisal, the employee is indicating a review and discussion have taken place and that they have received a photocopy of the appraisal but does not imply agreement or disagreement on behalf of the employee.

25.13 If a member receives an unsatisfactory performance review, they shall not receive a PTR increase, as scheduled, in the year that they receive the unsatisfactory review. In the case of an unsatisfactory review, two (2) interim reviews will be conducted. The first interim review will be conducted three (3) months after the unsatisfactory rating and, if performance remains unsatisfactory, the second interim review will be conducted six (6) months after the initial unsatisfactory rating. If performance improves to a satisfactory level during either of these reviews, the member shall receive their PTR increase retroactive to the date the PTR increase would have normally been received. If performance is still unsatisfactory, the member shall not receive their PTR increase for the year.

Article 26-Holidays

26.01 Members shall be entitled to a holiday with pay on each of the following days:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

The period beginning at 12:00 noon on Christmas Eve and ending at 11:59 p.m. on December 31.

One (1) additional day shall be observed in conjunction with the Canada Day holiday in order to provide a four (4) day weekend, except when Canada Day falls on a Wednesday, in which case the additional day shall be observed on a day mutually agreeable to the member and the Supervisor. Agreement shall not be unreasonably sought or withheld.

Any Holiday declared by the President of the University.

26.02 Employees working less than thirty-five (35) hours per week will be paid for such holidays on a prorated basis to their normal hours worked. It is understood that seasonal employees are not entitled to holiday pay if the holiday falls during their seasonal layoff.

Article 27-Paid Vacations

27.01 Every member of the Bargaining Unit shall be granted vacation according to the following schedule:

Years of Service	Vacation Entitlement
Up to one year	1.25 days/month
1-2 years	15 working days/annum
3-15 years	20 working days/annum
16 years	21 working days/annum
17 years	22 working days/annum
18 years	23 working days/annum
19 years	24 working days/annum
20-29 years	25 working days/annum
30+ years	30 working days/annum

Calendar year of service refers to a full calendar year (i.e. the twelve (12) month period between January and December).

For the purpose of computing vacation time for new members of the Bargaining Unit, the date of January 1st closest to the date of hiring will be used to determine vacation credits, except during the first year of service where the actual hiring date will determine vacation credits.

It is understood that employees who are members of the Bargaining Unit at the time of ratification will maintain their current Vacation Calculation Date.

If a new member of the Bargaining Unit was previously employed by the University immediately before entering this Bargaining Unit, the new member of this Bargaining Unit will have “years of service” (for the purpose of Article 27.01 only) calculated as follows:

Previous employment with the University will be collapsed into full time equivalent service (e.g. one year of full-time employment with the University equals one “year of service”, while one year of half-time employment with the University equals one half “year of service” for the purposes of Article 27.01). “Previous employment” means employment with the University immediately prior to entering this Bargaining Unit without having suffered a break in service of greater than three months.

27.02 Members of the Bargaining Unit and their supervisor shall mutually agree on when vacation time shall be taken. The members requested dates for vacation shall not unreasonably withheld.

27.03 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the appropriate supervisor and Human Resources.

27.04 A member who leaves the employ of the University for any reason shall have their vacation entitlement for the year prorated to the termination date. If all or part of vacation has not been taken, the balance of such entitlement will be added to the employee's final pay cheque. Vacation taken but not earned will be deducted from the employee's final pay cheque.

Article 28-Accommodation of Persons With Disabilities

28.01 At a member's request, a Union Representative may accompany a Bargaining Unit member to any meeting under the University's Accommodation Policy.

Article 29-Correspondence

29.01 Except where otherwise provided, official communications in the form of correspondence between the Union and the Employer shall be sent as follows:

To the Employer:	Associate Vice-President, Human Resources Brock University - ST 1240 500 Glenridge Avenue St. Catharines, ON L2S 3A1
To the Union:	The Executive Canadian Union of Public Employees, Local 4207 Brock University 500 Glenridge Avenue St. Catharines, ON L2S 3A1

Article 30-Technological Change

30.01 For the purpose of this Article, technological change is defined as a development in technology and/or equipment which, when introduced into the workplace, has a significant impact on the working conditions of those employees directly affected by it.

30.02 When a technological change requiring additional skills is introduced into the workplace, the Employer shall provide the employee(s), directly affected by such technological change, with training, where required. The employee shall be given a reasonable training period to satisfactorily use the new or updated technology.

30.03 The University shall ensure that employees are provided with adequate access to and use of available office equipment and resources required for the performance of their assigned responsibilities.

Article 31-Duration

31.01 This agreement shall become effective on July 1, 2010 and such agreement shall remain in effect until June 30, 2013, and from year to year thereafter unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this agreement or any anniversary of such date.

31.02 IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 30th day of May, 2011.

On behalf of the Board of Trustees Brock University

On behalf the Canadian Union of Public Employees, Local 4207, Unit 2

Appendix "A"

File No. 2647-07-R

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

Canadian Union of Public Employees,

Applicant,

- and -

Brock University,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH CERTIFY Canadian Union of Public Employees as the bargaining agent of all full-time co-ordinators employed in ESL Services at Brock University in the Region of Niagara save and except supervisors and persons above the rank of supervisors and those persons already represented by a trade union.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 21st day of December, 2007.

ONTARIO LABOUR RELATIONS BOARD

Tim R. Parker

Registrar

SEAL