Collective Agreement

between

Brock University

and the

Canadian Union of Public Employees Local 1295

May 1, 2010 to April 30, 2013

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ARTICLE 1 - PURPOSE

1.01 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 2 - RECOGNITION

2.01 a. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees maintaining grounds, buildings, heating and refrigeration equipment; truck drivers, cleaners and cafeteria employees of Brock University in the Regional Municipality of Niagara, save and except supervisors, persons above the rank of supervisor, security guards, students employed during the school vacation period, students engaged in office and administrative departments, teaching personnel, academic technicians, persons regularly employed for not more than twenty-four hours per week and office staff as defined and agreed to and persons covered by other collective agreements.

b. The Employer recognizes Parking Lot Attendants who regularly work more than 24 hours per week for the fall and winter season (mid September to mid April) as Permanent Part-Time covered by this Agreement.

The Employer recognizes Parking Lot Attendants who regularly work 40 hours per week for the calendar year (less recognized and approved leaves) as Permanent Full-time employees covered by the Collective Agreement.

c. No student, as defined in Article 2.01 (a), shall be hired if any regular employee is on short time or layoff.

2.02 The word "employee" in this Agreement shall mean the employees of the Employer for whom the Union is the Bargaining Agent as set out in Article 2.01.

2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

2.04 Supervisory personnel and employees not covered by the terms of this Agreement shall not work on any jobs which are normally

done by employees covered by this Agreement except for the purposes of instruction, experimentation, emergencies, or when a regular qualified employee is not readily available and the work involved is less than one (1) hour's duration.

Experimentation will be recognized as the initial testing of new equipment and systems.

2.05 Persons employed as Porters/Facility Supervisors in the University Residence shall not work on any jobs which are included in the Bargaining Unit except in emergencies.

2.06 In order to provide job security for the members of the Bargaining Unit, the Employer agrees that regular employees shall not be laid off or have their hours of work reduced as a result of contracting out.

2.07 For the purposes of all articles in this Collective Agreement the word spouse shall include marital partner or common law partner.

ARTICLE 3 - UNION SECURITY

3.01 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, from the first pay in each month of each present employee and of each new employee, in the first calendar month following the completion of his/her first thirty (30) working days of active employment.

3.02 With the first transmission of dues the Employer will deliver a list of the employees from whom the deductions were made and the amount of the deductions to the Local Secretary-Treasurer of the Union. With subsequent transmissions the Employer will show any changes in employees or deductions. The amount of such regular monthly union dues shall be certified to the Employer by the Local Secretary-Treasurer of the Union. The list of employees and the amount of deductions shall be forwarded regularly each month by the Employer to the Local Secretary-Treasurer of the Union with a copy of such list of employees to be forwarded to the National Secretary-Treasurer of the Union, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7.

3.03 The Employer will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any

and all responsibility and/or liability for deducting or failure to deduct Union dues.

3.04 The Employer agrees to forward to the Union President the addresses and phone numbers of all members of CUPE, Local 1295 and this shall be updated twice per year at the same times as when the seniority lists are updated.

3.05 The Union shall be allowed to carry out Union business on the University's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings and executive meetings between representatives and members of the Bargaining Unit. The University shall permit the Union to book University rooms through Conference Services for business meetings of the Bargaining Unit on the same basis as other internal users. CUPE 1295 will be responsible for set up costs associated with the room booking.

3.06 The Union shall have the use, free of charge, of the internal University postal services. External mailing costs of the Union shall be borne by the Union.

3.07 There shall be a suitable CUPE, Local 1295 office for the sole use of the Bargaining Unit with the use of Internet and email at no charge to the Bargaining Unit. The cost of the phone lines and long distance charges (phone and fax) shall be borne by the Union at internal University rates. It is understood that the use of these systems shall be for official University and/or Union business only.

3.08 Upon request, the Union shall be entitled to space on the University web site for a CUPE, Local 1295 web page, to be used for official Union communications only. The Union agrees to save the University harmless from any liability from any action resulting from Union use of University computing services.

ARTICLE 4 - RELATIONSHIP

4.01 The Union acknowledges that it is the exclusive right and function of the Employer to:

a. maintain order, discipline and efficiency;

b. hire, classify, direct, transfer, promote, lay-off;

c. discharge, demote and suspend or otherwise discipline employees for just cause;

d. generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, schedules of production, kinds, output of machines and maintenance of same, and tools to be used, processes and control of materials and parts to be incorporated in the work.

4.02 a. The Employer also has the right to make and alter from time to time rules, regulations and policy 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. Copies of all rules and regulations adopted by the Employer which affect the employees in the Bargaining Unit are to be:

i. forwarded to the Union; and
ii. posted on all bulletin boards.

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 - PERSONNEL FILE

5.01 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 during normal office hours.

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

5.03 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 CUPE, Local 1295 President or designate, who shall be supplied, upon request, with copies of any materials contained in the file. The employee shall have the right to respond in writing

to any documents contained therein, such a reply becoming a part of the permanent record. It is understood that this would only take place in circumstances related to a possible grievance or discipline situation.

ARTICLE 6 - DISCRIMINATION AND HARASSMENT

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

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

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

6.04 A copy of the RWLEP will be provided to each member at the same time they receive a copy of the Collective Agreement (Article 36.02). In addition, a copy of this policy and relevant contact information regarding this policy will be provided on the University website.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 The Employer will recognize:

a. five (5) Stewards including a Chief Steward, all of whom shall be employees of the Employer; and

b. a Union Committee of up to five (5) employees of the Employer, one (1) of whom shall be the President of the Local Union or his/her representative, a second shall be the Chief Steward. If a grievance is to be considered, another may be the Steward concerned with the grievance. A Representative of the Canadian Union of Public Employees shall have access to the Employer's premises upon obtaining permission from the Employer in order to investigate and assist in the settlement of a grievance.

c. a Union Bargaining Committee consisting of not more than five (5) members of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiations to amend this Agreement. The Union will advise the Employer

of the Union nominees to the Committee. The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when negotiating with the Employer.

7.02 The Stewards and members of the Union committee shall have been placed on the seniority lists. The Union shall notify the Employer in writing of the names of its officers, chief steward, stewards and the Union Committee and the area over which each Steward is responsible. The Employer shall notify the Union in writing of the names of the Employer's officials who have functions under this Agreement and stating their functions.

7.03 Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both Parties. A statement outlining the matters for discussion will be submitted by each Party not less than two (2) working days prior to the time of the scheduled meeting, except in the case of an emergency. The resume of decisions reached at such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within fourteen (14) days, noting its agreement or pointing out any inaccuracies in the resume.

7.04 The President of the Union or his/her representative, Chief Steward and Stewards, have regular duties to perform on behalf of the Employer. No such employee will absent himself/herself from his/her regular duties unreasonably in order to deal with Grievances or other Union business; nor will he/she leave his/her regular duties prior to receiving permission from his/her Supervisor. Such permission to leave will not be unreasonably withheld.

7.05 In accordance with this understanding, the Employer will compensate each of the Union President or his/her representative, Chief Steward and Stewards for this regularly scheduled work time spent in servicing Grievances and attending meetings between the Parties, up to and including Step 3 of the Grievance Procedure and in reviewing and amending this Agreement up to the time an application is made for Conciliation.

7.06 A representative of the Union shall be given a reasonable amount of time, not to exceed one (1) hour, during regular working hours, without loss of pay, to interview each new regular employee during such employee's first month of employment.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed his/her complaint with his/her immediate supervisor without satisfaction. The employee may, if he/she wishes, be accompanied by his/her 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, in the following manner:

8.02 **STEP 1** - In the first instance, an employee shall take up any such Grievance in writing direct with his/her immediate Supervisor within ten (10) working days of the event upon which the Grievance is based. The immediate Supervisor shall, if requested by the employee, arrange for the presence of his/her Steward. The Supervisor will give his/her decision in writing within ten (10) working days.

8.03 **STEP 2** - If not then settled in Step 1, the Grievance may, within ten (10) working days, be submitted to the Associate Vice-President, Facilities Management or his/her representative. The Chief Steward accompanied, if he/she wishes, by the appropriate Steward shall be given an opportunity to discuss the Grievance with the Associate Vice-President, Facilities Management, or his/her representative within ten (10) working days of submission of the Grievance. The Associate Vice-President, Facilities Management or his/her representative, shall give his/her decision in writing within ten (10) working days of the discussion. The Grievance shall specify the facts and the article or articles claimed to be violated or relied upon and decisions in Steps 2 and 3 shall specify the facts and reasons upon which the decision is based.

8.04 **STEP 3** - If not then settled, the Grievance may, within ten (10) working days, be submitted in writing by the Union Committee to the Associate Vice-President, Human Resources or his/her representative, to be dealt with at a meeting under Article 7.03, to be held within ten (10) working days of the submission. At Step 3 and at meetings provided for in Article 7.03, there may be present a representative of the Union if requested by either Party. The decision of the Employer or the Union Committee in case of an

Employer Grievance shall be given in writing within ten (10) working days after the meeting at which it was discussed.

8.05 **STEP 4 - ARBITRATION**

a. If the Grievance is still not settled, the Union will notify the Employer, or in the case of an Employer Grievance, the Employer will notify the Union, within twenty (20) days of the reply in Step 3, of their desire to proceed to Arbitration.

b. The Parties will attempt to agree upon an Arbitrator and if they cannot agree within a further fifteen (15) days, then an Arbitrator shall be appointed by Mr. Owen Shime or failing him the Minister of Labour, at the request of either Party.

c. Each of the Parties hereto shall jointly bear the expense of the Arbitrator.

d. The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

e. The decision of the Arbitrator will be final and binding on the Parties.

f. No Grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The Party receiving notice of arbitration may, within fifteen (l5) days of its receipt, give written notice to the other Party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitrator shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitrator shall reserve judgement on the question of arbitrability and proceed with the matter on the merits. The Arbitrator in his/her award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitrator shall not consider the matter further and the decision of the Employer or the Union Committee, in the case of an Employer Grievance, shall stand.

8.06 At any stage of the Grievance Procedure, including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses.

8.07 Within ten (10) days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other, alleging the violation of a term of this Agreement. Such a Grievance shall set out the facts and the Article or Articles claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure. No grievance shall be submitted by the Union under Article 8.07 unless it involves:

a. More than three (3) employees, provided that the matter has first been discussed with the supervisor concerned; OR

b. Any number of employees working for different supervisors.

8.08 The Parties agree to follow the Grievance Procedure in accordance with the Steps, Time Limits, and Conditions contained herein. If in any Step the Employer's representative fails to give his/her written answer within the required time limit, the Union and the employee may appeal the Grievance to the next step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required Steps, Time Limits, and Conditions, the Grievance shall be deemed settled on the basis of the Employer's last answer.

8.09 In this Article 8, days shall exclude Saturdays, Sundays and Paid Holidays.

8.10 **Grievance Mediation**

a. 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.

b. The Union shall be allowed to have a committee of three (3) employees in attendance during grievance mediation

meetings, one (1) of whom shall be the President of the Local or his/her designate.

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

ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES

9.01 **Disciplinary Hearings**

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

b. It is recognized that it may be necessary to suspend or discharge an employee without a steward's presence. If such action is taken, a meeting will be convened within three (3) working days of the discharge or suspension in accordance with Article 9.01 (a).

9.02 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.

9.03 In imposing 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.

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

a. verbal warning
b. written warning
c. suspension from work
d. termination

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

9.05 A grievance involving a disciplinary or warning letter shall be initiated at Step 1 of the grievance process.

9.06 A grievance involving suspension or dismissal shall be initiated at Step 3 of the grievance procedure. 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 an Arbitrator.

9.07 Prior to any discharge or disciplinary action being taken, the University will convene a meeting between the supervisor and the employee to discuss the matter. This meeting will be convened within fifteen (15) working days of the Employer having knowledge of the act in question.

9.08 The Employer will notify the Union and the employee in all discharge and discipline cases within fifteen (15) working days of the meeting outlined above in Article 9.07, giving the name of the employee concerned and the reason for the discharge or discipline. A copy of any discharge or discipline letter shall be forwarded to the Union at the same time as the letter is forwarded to the employee in question.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

10.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

10.02 a. Employees shall make every effort to pass through a picket line which results from a legal strike. It is agreed that should employees face such a picket line which, in the judgement of the Employer, is a hostile picket line, their failure to cross the picket line shall not be considered a violation of this Agreement. Under such conditions, employees will receive payment for the balance of the shift lost to a maximum of eight (8) hours pay at the straight time rate for any one (1) strike.

b. Prior to the Employer deciding whether or not a picket line shall be defined as "hostile", there will be discussion with the Union.

ARTICLE 11 - SENIORITY

11.01 a. Seniority is defined as service in the Bargaining Unit.

b. A regular employee shall be an employee who holds a permanent position in the Bargaining Unit.

c. A regular employee shall be placed on the Seniority List as at the date of his/her hiring, after a probationary period of three (3) months of active employment in any one (1) year.

d. Until an employee is so placed on the Seniority List, he/she shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such discharge will be discussed at a meeting provided for in Article 7.03.

e. The Employer shall post copies of the Seniority List and deliver copies to the Union. The List shall be brought up to date as at May 15 and October 15 of each year and copies shall be posted and copies shall be delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to the Union President or his/her representative upon reasonable application to the proper administration office.

f. Parking lot attendants (Permanent Part-Time) will have their names placed in order of their seniority on the seniority list. Seniority shall be converted to years by calculating 2080 hours worked equals one year of seniority.

11.02 Seniority and employment shall cease for any of the following reasons:

a. If an employee quits;

b. After twenty-four (24) consecutive months of lay-off;

c. If an employee is discharged and the discharge is not reversed through the grievance procedure;

d. If an employee has been absent for three (3) consecutive working days without having been granted a leave-of-absence in accordance with Article 16.01;

e. If an employee is laid off and fails to return to work within five working days after being notified by registered, or some other form of receipted mail to his/her last known address on the employers records to report for work and does not give a satisfactory reason;

f. If an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, or provide a reason satisfactory to the Employer for the overstaying of such leave.

ARTICLE 12 - PARKING LOT ATTENDANTS

12.01 Permanent Full-time Parking Lot Attendants shall be covered by the terms of this Collective Agreement.

12.02 Permanent Part-time Parking Lot Attendants shall be covered by the terms of this Collective Agreement, except as specified in Article (12.03).

12.03 Permanent Part-time Parking Lot Attendants:

a. Seasonal Lay-off – Permanent Part-time Parking Lot Attendants are subject to seasonal lay-off and recall. Normally, Permanent Part-time Parking Lot Attendants will be employed from the week before classes begin in September until the week after most exams are complete in mid-April. Permanent Part-time Parking Lot Attendants will be notified of their recall date at the time they are laid off in the spring. Permanent Part-time Parking Lot Attendants will be given first opportunity for work as a Parking Lot Attendant on a casual basis during the summer lay-off period.

b. Seniority – Permanent Part-time Parking Lot Attendants will not be able to use their seniority to bump other employees at the time of seasonal lay-off. However should a Permanent Part-time Parking Lot Attendant be permanently laid off, that person will be entitled to bump in accordance with Article 15.01.

c. Posted Vacancies – Parking Lot Attendants shall be entitled to apply for vacant posted positions as set out in Article 14.

d. Overtime Pay – Permanent Part-time Parking Lot Attendants will be entitled to overtime at the rate of time and one-half for hours worked in excess of eight (8) hours per day and forty (40) hours per week.

e. Vacation Pay – Permanent Part-time Parking Lot Attendants shall receive vacation pay at the end of their seasonal term of employment as a percentage of gross earnings during the period of employment. Years of Service for purposes of calculating the percentage of vacation pay will be based on accumulated seniority as set out in Article 11.01 (f).

f. Benefits – Permanent Part-time Parking Lot Attendants are entitled to life insurance and extended health and dental insurance at eighty percent (80%) of full-time benefit levels year around. Accidental Death and Dismemberment Insurance will only be available during the seasonal period of employment.

g. Pension Plan - Membership in the Pension Plan is optional for Permanent Part-time Parking Lot Attendants.

h. Educational/Tuition Assistance Plans – Educational Assistance is provided on an eighty percent (80%) basis to Permanent Part-time Parking Lot Attendants who wish to take Brock credit courses. The University Tuition Assistance Plan for dependants does not apply to Permanent Part-time Parking Lot Attendants.

12.04 Parking Lot Attendants shall wear the uniform as supplied by the University.

ARTICLE 13 - CASUAL EMPLOYEES

13.01 A casual employee is an employee who does not hold a permanent position.

13.02 **Rate of Pay**

Casual employees shall receive the rates of pay outlined in Schedule ‘A’ of this Collective Agreement. Specifically, casual employees shall be paid the “Interim & Probationary Rate (A)” or “Start Rate” for their position.

13.03 **Benefits**

a. Casual employees are not eligible for any form of benefits coverage under this Collective Agreement, except as specified in Article 13.03 (b), below. This includes, but is not limited to, extended health and dental benefits, paid short-term sick leave, long term disability benefits, tuition waiver, paid non-statutory holidays, etc.

b. Notwithstanding 13.03 (a), a casual employee who is employed for either 1) sixty (60) consecutive working days on a full-time schedule (i.e. 40 hours per week for 12 consecutive weeks); or 2) sixty (60) cumulative working days over a ninety (90) working day period (i.e. 480 hours over a 16 week period), is entitled to receive only the following benefits on the same basis as a regular full-time member:

    i. Extended Health and Dental Benefits;
    ii. Life Insurance and Accidental Death and Dismemberment Insurance;
    iii. Employee Family Assistance Program (EFAP);
    iv. Bereavement Leave.

c. In order to maintain eligibility for benefit coverage as identified in 13.03 (b), a casual employee must continue to work at least sixty (60) cumulative working days over a ninety (90) working day period (i.e. 480 hours over a 16 week period). If, at any point in time, a casual employee works less than 480 hours in the preceding 16-week period, benefits eligibility will be withdrawn for that employee.

13.04 Notwithstanding Article 13.02, casual custodial employees who qualify for the benefits identified under Article 13.03 and who have worked more than two-thousand-and-eighty (2080) hours shall be paid the “After Probationary Rate (B)” for their position. Article 13.04 is only effective on the date of ratification of this Collective Agreement.

13.05 **Vacation and Public Holiday Pay**

a. Casual employees are entitled to vacation and public holiday pay in accordance with the Employment Standards Act. Vacation pay will be added to a casual employee’s pay each pay period.

b. Notwithstanding Article 13.05 (a) casual custodial employees who qualify for benefits identified under Article 13.03 and who have worked more than six-thousand-two-hundred-and-forty (6240) hours shall receive six (6) percent vacation pay.

c. Notwithstanding 13.05 (a) casual custodial employees who qualify for benefits identified under Article 13.03 and who have worked two-thousand-and-eighty (2080) hours shall receive a holiday with pay in accordance with Article 22 for the following days:

i.	New Years Day;	ii.	Family Day;
iii.	Good Friday;	iv.	Victoria Day;
v.	Canada Day;	vi.	Civic Holiday;
vii.	Labour Day;	viii.	Thanksgiving Day;
ix.	Christmas Day;	x.	Boxing Day

13.06 **Appointment to a Permanent Position**

A casual employee who is appointed to a permanent position will be entitled to apply the number of days worked as a casual employee against the three (3) month probationary period provided that the work performed as a casual employee was in the classification to which he/she has been permanently appointed.

13.07 **Hours of Work**

A casual employee who is available for work when requested by the Employer will receive at least six (6) hours of work.

13.08 **Seniority**

a. Casual employees cannot exercise seniority against a regular employee.

b. Qualified casual employees will be considered to fill a vacancy before a new employee is hired. If more than one casual custodial employee applies to any posted position, the most senior casual employee will be determined based on the following process:

i. hire date alone, with no reference to hours or shifts worked, will be the deciding factor. If there is a tie,

ii. the first scheduled shift that was worked (i.e. days, then afternoons, then nights) will be the deciding factor. If there is still a tie,
iii. the total number of hours worked as a casual cleaner in the Bargaining Unit up to and including the day the posting closes will be the deciding factor. If there is still a tie,
iv. a random method, acceptable to the Union and the Employer, will be used to break the tie (e.g. a flip of a coin).

The names, number of hours worked and dates of employment of casual employees shall be supplied to the Union on May 15th and October 15th of each year.

13.09 **Pension**

Casual employees are eligible to participate in the Brock University Pension Plan (BUPP) in accordance with the terms of the BUPP.

ARTICLE 14 - JOB POSTINGS AND APPOINTMENTS

Appointment Criteria for Cleaner Position (Classification #20)

14.01 a. When a cleaning position is posted seniority will be the deciding factor amongst the applicants who possess the abilities to perform the duties of the position. The most senior applicant may not be selected on the basis of seniority if the employee has been notified in writing, prior to the position being filled, that the employer has a legitimate complaint about the ability of the employee to do the work of the job (e.g. this may include reasons including, but not limited to: attendance problems; a lack of efficiency on the part of the employee; or some other issue relating to the employees past performance).

b. The Employer agrees that within five (5) working days of the closing of a cleaner vacancy the successful employee will be notified and the Union will be provided with a copy of the notification.

Appointment Criteria for Positions other than Cleaner

14.02 a. For all other positions not covered by Article 14.01, the following factors shall apply in promotion and transfer decisions:

i. seniority;
ii. knowledge, efficiency and ability to do the work of the job;
iii. physical ability to do the job;
iv. when factors (ii) and (iii) are relatively equal then seniority shall govern.

b. Promotions to supervisory positions, however, shall be at the discretion of the Employer, and such job openings shall not be posted. No employee will be promoted to a supervisory position without such employee's agreement in writing, a copy of which shall be forwarded to the Union.

14.03 Vacancies which the Employer intends to fill shall be posted within one (1) week of vacancy, if possible, for a period of three (3) working days (excluding Saturdays, Sundays and Paid Holidays). If no suitable candidate applies, the job may be filled by the Employer from among other employees, or by new hirings.

14.04 The posting shall show whether the vacancy is a permanent or temporary vacancy. If the vacancy is temporary the posting will state the anticipated length of the vacancy, where possible. The posting shall show the classification vacant, the requirements of the job, the wage rate, the required qualifications, the posting period (time and date) and whether the posting is the first or a subsequent posting. The Employer shall also show the location and shift on the posting but this shall be without prejudice to future temporary transfers made by the Employer within a classification regardless of location and shift.

14.05 a. An employee may apply in writing on a form to be supplied for a posted job through his/her immediate supervisor, setting out in detail his/her qualifications for the job. Upon the filling of a posted job, the Employer shall post the name and the seniority status of the successful applicant. If the most senior applicant is not awarded the job, the Employer shall notify the Union in writing.

b. Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why he/she did not get the job. Any such request shall be made through his/her immediate supervisor within five (5) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the making of the request.

14.06 Postings shall be numbered in consecutive order according to contract year.

14.07 **Temporary Appointments (no posting required)**

a. During the posting process, the Employer shall be free to temporarily fill a vacancy immediately if it sees fit.

b. The Employer should be free to temporarily appoint a lead hand for periods of limited duration, such as illness or emergency leave of absence. If the appointment of a temporary lead hand is to be longer than 10 consecutive working days, notification of such appointment shall be posted for the duration of the appointment and a copy of the notification shall be forwarded to the Union.

14.08 **Types of Vacancies**

a. A short term vacancy refers to a position that is available for a period of 40 consecutive working days or less. Short-term vacancies will be filled in a manner deemed best by the Employer. Normally a short-term vacancy will be filled by casual employees who possess the ability to do the job. Short-term assignments will be distributed as equitably as possible to casual employees.

b. A temporary vacancy refers to a position that is available for a period of more than 40 consecutive working days. The length of a temporary vacancy will vary depending on the nature of the situation (e.g. length of an approved leave) and shall normally not exceed 2 years. Any available temporary vacancies shall be posted and filled in accordance with Article 14.01 and 14.02, respectively, and shall be identified on the posting as a temporary vacancy.

c. A permanent vacancy refers to a position that may arise through resignation, new jobs, LTD absences, etc. Any available permanent vacancies shall be posted and filled in

accordance with Article 14.01 and 14.02, respectively, and will be identified on the posting as a permanent vacancy.

14.09 An employee who is the successful applicant to a temporary or long term/permanent vacancy and who accepts the position shall not be eligible to apply for another vacancy in the same job classification (i.e. the employee's classification) for 6 months from the date of the first working day in the new position. The provisions of Article 14.09 will not apply if the new job is a long term/permanent vacancy (Article 14.08 (c)).

14.10 For the purpose of this Article, when posting for a cleaner position (classification #20) there are four areas that make up Brock University's Facilities Management:

a. Area 1 – Scotia Bank Hall, South Academic, Harrison Hall, Kenmore Centre and Walker Complex (Field House, Physical Education, and Aquatic Building).

b. Area 2 – Schmon Tower, Thistle Complex, Robert Welch Hall, David S Howes Theatre (Playhouse), Plaza 2006, Faculty and Staff Club (Alphie's Trough).

c. Area 3 – Decew Residence, Vallee Residence, Earp Residence, Lowenberger Residence, Village Residence and Quarry View Residence.

d. Area 4 – Academic East, Central Utilities Building, Captain John Decew School, Wright House and the Greenhouse, Mackenzie Chown Complex, CCOVI building, Students Centre, 573 Glenridge, and Taro Hall.

14.11 If a current employee accepts a temporary or long term/ permanent vacancy and, as a result, creates a subsequent vacancy the Employer shall only be required to post the subsequent vacancy in the following instances:

a. When the subsequent vacancy is in a different area (as defined in Article 14.10) than the original posting; and/or

b. When the subsequent vacancy is on a different shift than the original posting.

If the University is not required to post a position under this article the University will give first consideration to senior permanent employees on the day (2), afternoon (3), and night (4)

shift (see Article 14.11) in the filling of the position. Employees will only be offered a position if they possess the abilities to perform the duties of the position.

14.12 The Employer shall give the Union notice in writing of a decision to postpone filling, or not to fill a vacancy, as soon as such decision is made. If the vacancy has been posted, such notice shall be given not later than ten (10) working days after the end of the posting period.

14.13 An employee accepted for a posted job shall be placed on the job for a trial period of up to 60 days. If the employee's performance is unsatisfactory to the Employer at any time during this period the Employer may require that the employee revert back to their former classification and rate.

14.14 A copy of all job postings and the names of all successful applicants to job postings will be provided to the President of CUPE, Local 1295 as they are posted.

ARTICLE 15 - RECALL AND LAYOFF

15.01 **Layoff**

a. Both Parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in reverse order of their seniority.

b. Such employee(s) affected, if qualified, shall have the right to displace the employee(s) in the same or another classification with the least seniority and with the same number of hours. If there is not an employee with the same number of hours an employee with fewer hours may be displaced.

c. A layoff shall be defined as a severance from active employment which may be temporary or permanent and which arises from a shortage of work and/or a reduction in an employee's hours of work for five (5) consecutive working days or longer.

d. No permanent, qualified employee will be laid off or receive any reduction in their hours of work while a casual employee (except those covered under Schedule "D" - Apprenticeships) is still employed.

15.02 **Recall**

a. Any person with seniority rights to recall, on lay-off from the classification to be filled, shall be recalled before the vacancy is posted.

b. Laid off employees will be recalled to a Bargaining Unit position in order of seniority with the most senior laid off person being recalled first, provided that they are qualified to do the work.

c. Within the period set out in 11.02 (b), a laid off employee will have the right to refuse recall until a position of comparable hours and comparable wage rate to the position laid off from becomes available.

d. No new employee may be hired until any employee on layoff who is available and qualified for the position that is available has been given the opportunity to return to work and has failed to do so.

e. Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

15.03 The Employer will supply in writing to the Union, advice of each regular employee laid off from work, and recalled to work following a period of layoff of unspecified duration.

15.04 An employee having seniority under this Agreement, who is transferred out of the Bargaining Unit shall, on transfer back to the Bargaining Unit, be entitled to claim his/her former position provided the transfer back is within two (2) years.

15.05 When considering lay-off, top seniority rights shall be accorded to each standing member of the Union Executive and the following members of the Executive of the Local Union: President, Vice-President, Recording Secretary, Treasurer and Chief Steward, provided that the aforementioned have served one (l) year's continuous employment with the Employer, which shall mean that these employees shall be retained in the employ of the Employer during their respective terms of office notwithstanding their positions on the Seniority Lists, so long as the Employer has work available which they are qualified to perform.

ARTICLE 16 - LEAVES

Personal Leave of Absence

16.01 The Employer may grant a leave of absence without pay for good and sufficient reasons. Request for such leave of absence shall be in writing and shall be submitted to his/her supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. The supervisor will advise the employee as soon as possible, and not later than five (5) working days, giving his/her reply in writing. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Article 16.05. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave.

16.02 Copy of leave of absence letters will be provided to Union President.

Union Leave

16.03 Employees elected or appointed by the Union to attend conventions, schools and conferences of the Union, shall be granted a leave of absence without pay, provided the immediate supervisor and Human Resources is given at least ten days (10) days advance written notice of the leave. The Parties may mutually agree to exceptions to this notice period. The President of CUPE, Local 1295 or designate will fill in the appropriate requested leave forms and submit them to the appropriate supervisor and Human Resources and provide a copy to the Treasurer of CUPE, Local 1295.

No more than five (5) employees may be absent at any one time and such leaves cannot total more than sixty (60) working days in one calendar year, excluding travel time. The Employer may refuse a request for such a leave of absence where two (2) or more employees requesting such leave are from one classification.

The Employer shall continue to pay the employee’s wages and benefits based on the employee’s basic hourly rate during such leave. The Union shall reimburse the Employer for such costs.

16.04 The Union President or his/her representative shall be allowed up to four (4) hours with pay for time lost to attend the funeral of

an employee covered by this Agreement or the funeral of such employee's spouse or child.

16.05 Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, The Ontario Division or the National Body of the Canadian Union of Public Employees, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining Unit within one (1) year he/she shall be entitled to claim his/her former position. If the employee returns to the Bargaining Unit after one (1) year, the employee is entitled to apply his/her seniority for any position for which he/she is qualified and in accordance with Article 11.02 (a) or for which he/she becomes qualified within a period of six (6) months.

16.06 The Employer shall continue to pay the employee's regular basic hourly wage and benefits when an employee is on leave of absence for Union business and shall bill the Union for the cost of same. The Union shall reimburse the Employer for such costs.

Pregnancy/Parental/Adoption Leave

16.07 Pregnancy/Parental/Adoption Leave is provided in accordance with Schedule "E" of this Agreement.

Miscellaneous Leave

16.08 An employee shall be allowed up to eight (8) hours time off with pay to process his/her Canadian Citizenship application. It is agreed that an employee shall not absent himself/herself from work unreasonably in order to process a Canadian Citizenship application.

16.09 At the discretion of the Employer, an employee may be paid up to a maximum of eight (8) hours pay at the employee's basic hourly rate in the event of an absence of an emergency nature.

16.10 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 a member’s or a member’s spouse’s child.

Bereavement Leave

16.11 An employee shall be entitled to a leave of absence with pay in the event of the death of a member of his/her family, as follows:

a. Six (6) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of a spouse, common law spouse, same-sex partner and/or a child.

b. Five (5) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of an immediate family member not included in 16.11 (a) above. Immediate family member is defined as one of the following: spouse's child; grandchild; foster child who is currently in the member's custody; brother; sister; father; mother.

c. Three (3) consecutive working days of paid leave at his/her 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.

d. One (1) working day of paid leave at his/her regular rate of pay in the event of a death of an employee's Aunt, Uncle, Niece or Nephew.

e. For the purpose of this Article, there are normally five (5) consecutive working days in each workweek (for example, Monday to Friday or Wednesday to Sunday). It is understood that employees are entitled to either three (3), five (5) or six (6) consecutive working days, as appropriate.

f. An extension to the 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.

g. In the event that a member wishes to attend the funeral of a relative or friend not covered by Article 16.11 (a), (b), (c) or (d), 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 or a leave without pay.

Jury & Witness Duty

16.12 An employee called for Jury Duty or an employee who is subpoenaed by the Court to serve as a witness shall absent himself/herself from work only to such reasonable extent as will allow him/her to carry out his/her duties. Such an employee shall pay to the University the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for his/her standard scheduled hours for such absence at his/her basic hourly rate of pay.

It is understood that this clause shall not apply in circumstances where the University is directly involved unless the employee is called to give evidence on the University's behalf.

ARTICLE 17 - EXCUSED ABSENCE FROM WORK

17.01 Time off with pay may be authorized by the Employer for the purpose of attending doctor appointments and dentist appointments and time must be made up after the appointment by any of the following methods, as the employee chooses:

a. using part of vacation entitlement still due;

b. using overtime hours worked but not taken (lieu time);

c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.01 (a)) or lieu time (17.01 (b)).

d. time off without pay; however, if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.01 (a)), lieu time (17.01 (b)) or arranging to work extra time outside of scheduled working hours (17.01 (c)).

In order to be considered for this paid leave the employee must make every reasonable effort to schedule medical and dental appointments at times other than working hours. When it is not possible to make health care appointments outside working

hours, employees will arrange their appointments as close as possible to the beginning or end of their regular shift.

17.02 Time off with pay, not exceeding three (3) days, may be authorized by the Employer for the purpose of arranging care for a family member who is ill and must be made up after the time off by any of the following methods, as the employee chooses:

a. using part of vacation entitlement still due;

b. using overtime hours worked but not taken (lieu time);

c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.02 (a)) or lieu time (17.02 (b)).

17.03 The Parties understand that Sick Leave must only be used when a member is unable to attend work due to that member's own illness or injury (Article 27).

ARTICLE 18 - CLASSIFICATIONS AND WAGES

18.01 Positions shall be classified and wages shall be paid during the term of this Agreement, in accordance with Schedule "A" which is attached to and which forms part of this Agreement.

18.02 a. When the duties in any classification are substantially changed or increased (other than temporarily), or when any Bargaining Unit position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification or rate of pay of the job in question, such dispute shall be subject to the grievance procedure. Should the Arbitrator determine that a new classification has been created, the Arbitrator, in establishing the rate of pay for the new classification shall consider the rates of pay, increments and classifications set out in Schedule "A" and will ensure equitability with existing rates of pay.

b. No regular employee shall be laid off or have his/her base rate reduced due to a decision of the Employer to:

i. hire a casual employee; or
ii. change a classification or establish a new classification under the procedure specified in (a) above.

18.03 a. The Employer will make wage payments on the basis of two-week pay periods and hourly rates of pay with all deductions described and itemized, showing hours worked and overtime hours worked. Overtime and shift premiums earned during the pay period will be itemized and date of pay period will be included on the payroll information slip for that period

b. Direct deposit payment of wages will be electronically transferred to the employee's bank account sometime after midnight on the Thursday prior to the Friday pay date.

ARTICLE 19 - HOURS OF WORK

19.01 The standard hours of work shall be:

a. eight (8) hours per day; and

b. forty (40) hours per week, with the exception of those classifications required on a three-shift, seven days per week basis, in which case, the standard hours of work shall be forty (40) hours per week averaged over a complete work cycle as set out in their regular schedule.

19.02 The starting and stopping times shall be in accordance with Schedule "B" attached to and which forms part of this Agreement.

19.03 The Employer does not guarantee the above standard or other hours of work, but before any change is made in a regular schedule or the stopping and starting times or new and different shifts are established, there will be prior notice to and discussion with the Union.

19.04 An employee who reports for scheduled work and who is sent home either because work is not available or because of inclement weather shall receive the greater of eight (8) hours pay at the employee's basic hourly rate or pay for time worked.

ARTICLE 20 - OVERTIME

20.01 An employee who is required and authorized by the Employer to work in excess of the standard hours of work, shall be paid at the rate of:

a. overtime at time and one-half for hours worked in excess of the standard eight (8) daily hours;

b. double time for overtime performed on a regularly scheduled day off.

20.02 There shall be no pyramiding of overtime premiums under this Agreement.

20.03 Opportunities for overtime shall be divided equally as practicable among permanent regular employees who are qualified to perform the work that is required by the Employer. Custodial staff overtime distribution shall be as per Schedule "G".

20.04 a. No casual employee or student will be offered overtime or will work overtime while a permanent employee in the same classification is available to do the work.

b. No student will be offered overtime or will work overtime while a casual employee in the same classification is available to do the work.

20.05 An employee shall not be required to work more than sixteen (16) hours in any twenty-four (24) hour period.

20.06 An employee shall not be laid off during regularly scheduled hours for the purpose of equalizing overtime worked.

20.07 Payment Options for Overtime Worked

a. Members may elect cash payment or equivalent time off (lieu time) for overtime worked.

b. If the member elects lieu time rather than cash payment, the scheduled time off must be agreed to by the Employer.

c. Employees will not be permitted to accumulate lieu time of more than one hundred-and-sixty (160) hours. Employees currently in excess of one hundred-and-sixty (160) hours will not be permitted to accumulate additional lieu time.

20.08 Employees required to work three (3) or more hours of unscheduled overtime, which is not separated from a scheduled shift, shall be provided with a meal allowance of ten dollars ($10.00). Allowances will be paid within two (2) weeks of the overtime being worked.

ARTICLE 21 - VACATIONS

21.01 The vacation year is 1 January - 31 December. Vacation time off for the current vacation year will be based on an employee's service with the University as at 1 July of the current vacation year.

21.02 A full-time employee shall receive paid vacation on the following basis (NOTE: A full year of service is the period 1 January to 31 December):

Years of Service as at 1 Jan (current year)	**Vacation Time Off**
Up to one (1) year	One working day per month to a maximum of ten (10) days.
One (1) year but less than three (3) years	Ten (10) working days
Three (3) years but less than nine (9) years	Fifteen (15) working days
Nine (9) years but less than seventeen (17) years	Twenty (20) working days
Seventeen (17) years but less than thirty (30) years	Twenty-five (25) working days
Thirty (30) years and over	Thirty (30) workings days

The Employer agrees that current members of the Bargaining Unit will not suffer any loss in vacation entitlement or pay due to the implementation of Article 21.01. New employees hired after the ratification of this Collective Agreement will have vacation entitlement as outlined above.

21.03 Vacation pay will be paid on any overtime hours worked as follows:

Years of Service as at 1 Jan (current year)	**Vacation Pay % paid for overtime worked**
Up to one (1) year	4%
One (1) year but less than three (3) years	4%
Three (3) years but less than nine (9) years	6%
Nine (9) years but less than seventeen (17) years	8%
Seventeen (17) years but less than thirty (30) Years	10%
Thirty (30) years and over	12%

21.04 At the end of each calendar year employees can receive their accumulated vacation pay based on overtime hours worked as:

a. a lump sum cash payment; or

b. banked lieu time, providing that they have room in their lieu time bank (Article 20.07 (c)).

21.05 Casual employees shall receive vacation pay in accordance with the Employment Standards Act, as outlined in Article 13.05.

21.06 Vacation times shall be set by the Employer who shall take into consideration the wishes of the employees on the basis of seniority.

21.07 An employee's vacation pay for the current vacation year will be paid to him/her by maintaining normal pay during the member's vacation through direct deposit.

21.08 The vacation pay to which a deceased employee was entitled at the time of death shall be paid to his/her legal representative. Where employment is terminated for any reason, vacation pay shall be paid according to the percentage amounts indicated in the schedule in Article 21.03 for the period for which vacation pay credit is still due.

Vacation time may not be carried over to the next calendar year without the written approval from the University.

ARTICLE 22 - PAID HOLIDAYS

22.01 Each employee shall be entitled to a holiday with pay on each of the following days, or on a day declared in lieu thereof by the Employer:

a. New Year’s Day;
b. Family Day;
c. Good Friday;
d. Victoria Day;
e. Canada Day;
f. Civic Holiday;
g. Labour Day;
h. Thanksgiving Day;
i. Christmas Day;
j. Boxing Day;

k. The last four (4) hours of a shift on Christmas Eve, and all additional days, excluding Saturdays and Sundays, between Christmas and New Year's;

l. One 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 employee and the University;

m. Where New Year's Day, Canada Day or Christmas Day falls on a Sunday, the next regularly scheduled workday following is in lieu thereof a Paid Holiday in accordance with the specifications in Article 22;

n. Any holiday declared by the President of the University.

22.02 Employees are eligible to receive their paid holidays or shall receive the equivalent of his/her regular day’s pay therefore, provided:

a. he/she works his/her scheduled working days next preceding and next following the holiday unless excused in writing by his/her Supervisor; and

b. if he/she is off sick, he/she produces an acceptable medical certificate.

22.03 Casual employees shall receive holidays with pay in accordance with the Employment Standards Act, as outlined in Article 13.05

22.04 An employee who is scheduled to work on a legal day of observance of one of the Paid Holidays or an employee who is scheduled to work on such day declared in lieu thereof by the Employer

a. and who works on such paid holiday, shall receive double time in addition to the pay provided in Article 22, or shall not receive the pay provided in Article 22, but shall receive double time and be granted a day off with pay, the date of such day must be acceptable to the Employer;

b. and who does not work on such paid holiday, shall not receive the pay provided in Article 22.

It is understood that employees who work on a day declared a holiday by the President of the University (Article 22.01 (m)) are only entitled to regular pay on that day and will be granted a day off in lieu for having worked that day.

22.05 If a paid holiday is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof.

22.06 If a paid holiday is observed on an employee's regular day off, such employee shall have the right to elect another day off without pay, the date of such day must be acceptable to the Employer.

ARTICLE 23 - SHIFT PREMIUMS

23.01 An employee who is required to work an eight (8) hour day and/or a forty (40) hour week, other than a regular day shift, Monday to Friday, will receive a shift premium as follows:

a. Employees who work “Afternoon Shift (3)” (see Schedule B) shall receive a shift premium of sixty-five (65) cents per hour for each hour worked.

b. Effective May 1, 2010, employees who work “Night Shift (4)” (see Schedule B) shall receive a shift premium of sixty-five (65) cents per hour for each hour worked. Effective upon the ratification of this Collective Agreement, employees who

work “Night Shift (4)” (see Schedule B) shall receive a shift premium of eighty (80) cents per hour for each hour worked.

23.02 The Employer agrees to give forty-eight (48) hours' notice before employees are required to change from their regular shift to another shift except when a temporary change of shift is required because of vacations, illness, or emergency leave of absence. Failure to provide such forty-eight (48) hours' notice of change of shift shall result in payment to an employee required to change shifts at the applicable overtime rate for the first eight (8) hours of such changed shift. This provision shall not apply when an employee reverts to a regular shift.

23.03 Premium payments shall not be duplicated. If premium payments are provided under two or more provisions of this Agreement, payment shall be made under the single provision which provides the highest rate of pay.

ARTICLE 24 - TRANSFERS

24.01 A PERMANENT TRANSFER is one where an employee is required to be reclassified to a different job as a result of:

a. a job Posting; or

b. a reduction in the work force; or

c. position transferred to a different shift (see Article 24.03 and 24.04).

24.02 A TEMPORARY TRANSFER is a job transfer other than a Permanent Transfer, where an employee is NOT required to be re-classified to a different job as above, and following which, he/she is expected to return to his/her regular job with which he/she is still classified.

24.03 The Employer has the right to transfer a position to a different shift (i.e. Day, Afternoon or Night Shift).

24.04 If the Employer transfers a custodial position to a different shift that is currently held by a member of the Bargaining Unit, that member may choose to:

a. accept the new shift; or

b. displace the least senior member of the Bargaining Unit in Area 1 (see Article 14.10) who 1) holds the same classification, 2) works on the same shift from which the affected member is being displaced, and 3) is regularly scheduled to work the same number of hours as the affected member; or

c. displace the least senior member of the Bargaining Unit in Area 2 (see Article 14.10) who 1) holds the same classification, 2) works on the same shift from which the affected member is being displaced, and 3) is regularly scheduled to work the same number of hours as the affected member; or

d. displace the least senior member of the Bargaining Unit in Area 3 (see Article 14.10) who 1) holds the same classification, 2) works on the same shift from which the affected member is being displaced, and 3) is regularly scheduled to work the same number of hours as the affected member; or

e. displace the least senior member of the Bargaining Unit in Area 4 (see Article 14.10) who 1) holds the same classification, 2) works on the same shift from which the affected member is being displaced, and 3) is regularly scheduled to work the same number of hours as the affected member; or

f. displace the least senior member of the bargaining unit from the same classification, regardless of the shift that member works.

It is understood that members of the Bargaining Unit cannot displace any member under this Article (24.04) who has greater seniority.

24.05 Where a successful applicant has been promoted or transferred to a posted position he/she shall be placed at the wage rate set out in Schedule "A". Normally, this will be at the "A" rate, however, an employee will be credited with all service in the previous two (2) years in the classification of the job to which he/she has been transferred or promoted and shall progress on the wage scale accordingly.

24.06 If an employee is temporarily transferred for a period in excess of one (1) hour to a higher rated job group, he/she shall receive not

less than the rate that he/she was receiving at the time of the transfer, or the rate of the job into which he/she is being transferred, whichever is the higher. Normally, this will be at the "A" rate, however, an employee will be credited with all service in the previous two (2) years in the classification of the job to which he/she has been transferred or promoted and shall progress on the wage scale accordingly.

24.07 In the case of a temporary transfer of a cleaner to a Cleaner/Floater position, the cleaner will receive the higher rate of pay. It is agreed that under the following examples of situations a cleaner would receive the Cleaner/Floater rate of pay:

a. when furniture, equipment and/or paraphernalia are moved in and/or out of a room or hallway;

b. when furniture, equipment and/or paraphernalia are moved from building to building;

c. when assigned to unload trucks or to move departmental furniture;

d. when assigned to work with a Cleaner/Floater doing other than normal cleaner work. Normal setups where a Cleaner/Floater helps a cleaner would not apply; and

e. set-ups where the furniture is outside of the room (e.g. convocation, examinations and other gymnasium set-ups).

24.08 When an employee is temporarily transferred to a position paying a lower rate, his/her wage rate shall not be reduced unless the request for the transfer is made by the employee.

24.09 Payment for permanent transfers as a result of either a reduction in the work force or a job posting, will be according to the normal "B" rate if and when a qualified employee reverts to one of his/her previous classifications on record.

ARTICLE 25 - CALL - IN PAY

25.01 An employee who is called in outside of his/her scheduled hours or an employee who is required to work for a period that is separate from the beginning or ending of his/her regular shift shall be paid a minimum of four (4) hours at the appropriate overtime rate.

ARTICLE 26 - GROUP INSURANCE PROGRAM

26.01 Benefit coverage shall be subject to the rules and regulations of the carriers and shall be in accordance with the master policies. Members can obtain specific information regarding benefit coverage by contacting the Office of Human Resources.

26.02 The benefits provided to members of the Bargaining Unit will be those in effect on the date of ratification, except as specified below:

a. **Vision Care** – Effective January 1, 2007, the current vision benefit can be applied to laser eye surgery.

b. **Audio** – Effective January 1, 2007, reimbursement for standard hearing aids, repairs, or replacement parts up to a maximum of $750 per ear once every two years. Batteries are not included in this benefit.

c. **Life Insurance** – Effective January 1, 2007, life insurance will improve to three times annual salary raised to the next highest $1,000 to a maximum of $250,000.

d. **Major Restorative Services** – Effective May 1, 2007, 100% co-insurance to a maximum of $1,500 per person per calendar year. Major restorative services will be extended to include repair or recementing of bridgework on natural teeth and standard bridges, including pontics, abutment retainers/crowns on natural teeth.

e. **Orthodontic Services** – Effective May 1, 2007, 50% co-insurance to a maximum of $3,000 per person per lifetime.

f. **Paramedical Services** – Effective May 1, 2008, paramedical services (excluding physiotherapy) will be covered at $20 per visit, up to a $500 maximum per paramedical discipline per calendar year. Effective May 1, 2008, physiotherapy will be covered at 100% per visit, up to a $1,000 maximum per calendar year.

g. **Dental Care** – Effective May 1, 2012, Dental Rates shall be updated to current ODA rates.

26.03 Participation for eligible employees shall be compulsory to the extent there is no unnecessary duplication of coverage.

Coverage shall become effective as of the first of the month following date of employment or as soon thereafter as can be arranged with the carrier.

26.04 The Employer shall pay for each participating regular employee one hundred percent (100%) of the cost of the items in Article 26.02 above, except that

a. An employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which he/she is laid off or terminated; however, where lay-off is of a temporary nature, the person laid off may continue under the program by paying the total cost to the Employer, by the 15th day of each month, if so arranged with the Employer;

b. An employee on authorized leave of absence of up to four (4) months shall continue to be eligible for the Group Insurance Program if he/she pays his/her share of the costs to the Employer by the 15th day of each month, or by some other arrangement satisfactory to the Employer. If the leave of absence exceeds four (4) months, the employee may continue under the program by paying the total cost to the Employer by 15th day of each month. This does not apply to a person on leave of absence to assume any full-time position in any union or to a similar position in public office;

c. An employee who retires early or who retires due to disability shall be eligible to continue to participate in the Group Insurance Program if he/she pays the full cost of premiums. Such eligibility shall be to the earlier of age 65 or the date that the disability ends.

26.05 The existing terms of the policies and the rules and requirements of the carriers of the various parts of the Plan, shall govern. The Employer shall provide the Union with the full text of all plans and the full text of the contracts between the carriers of the plans and the Employer.

26.06 The Employer shall pay one hundred percent (100%) of Long Term Disability (LTD) premiums to cover seventy-five percent (75%) of salary to a maximum of $4,000 per month for any Bargaining Unit member on LTD. This benefit includes two (2) years protection for the member's own job. Payments will begin after the 105 day elimination period as identified in and in accordance with the master policy. This benefit is subject to the

rules and regulations of the carrier and shall be in accordance with the master policy.

26.07 The Parties agree that the Employer has properly discharged its obligations with respect to premium rebates under the Unemployment Insurance Act.

26.08 All Benefits under the Extended Health Care Plan, Dental Plan and the Tuition Waiver Policy for dependants shall continue for the family of the deceased member of the Bargaining Unit for twelve (12) months from the time of death.

26.09 Mandatory retirement in the Province of Ontario will be eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The terms of the LTD benefit coverage available to Bargaining Unit members do not extend past 65. Accordingly, members of the Bargaining Unit who work beyond age 65 are not eligible for LTD benefit coverage.

ARTICLE 27 - SICK LEAVE PLAN

27.01 It is the responsibility of each employee to be punctual and regular in his/her attendance at work.

27.02 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.

27.03 If an employee is absent from work due to illness or injury, he/she must communicate and cooperate with the Employer regarding the illness or injury.

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

27.05 Employees who are unable to attend work because of illness or injury shall inform their supervisor (or designate) as soon as possible, and normally before the start of the employee’s scheduled shift, so adequate arrangements can be made to fulfill the employee’s duties. Normally, employees will inform their supervisor (or designate) personally regarding an absence due to illness or injury, rather than someone calling or acting on behalf of the employee.

27.06 The University may, with reasonable notice, request the employee provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform his/her duties and prognosis with respect to the employee's ability to return to work. If there is a charge for obtaining the medical certificate, the University shall reimburse the employee for such cost.

27.07 The Employer may require an employee to be examined by an Employer appointed medical practitioner regarding an illness or injury. The Employer shall reimburse the employee for any charges not covered by OHIP for this examination.

27.08 In the event the employee remains unable to perform his/her duties as a result of illness or injury after 105 days, he/she is eligible to apply for benefits in accordance with the provision of the Long Term Disability Income Plan.

27.09 Those employees who have accumulated sick leave credit as a result of accumulating that credit prior to the Collective Agreement that was effective 2003 to 2006 shall continue to have that sick leave credit recognized in accordance with Article 27.10.

27.10 Those employees who have accumulated sick leave credit (see Article 27.09) are eligible to receive payment for that credit as follows:

a. an employee who retires under the provisions of any pension or compulsory retirement regulation of the Employer, or

b. the beneficiary, as determined by the Employer, of an employee who dies while in the service of the Employer, or

c. an employee who resigns or is terminated from employment, who has at the date of his/her resignation or termination five (5) or more years of seniority with the Employer, shall receive a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to his/her credit to be computed using the employee's basic hourly rate at the time of retirement, death, resignation or termination to a maximum of one thousand one hundred and ninety-six (1196) hours.

27.11 The Parties agree that Article 27.09 and 27.10 will remain in force until all employees with accumulated sick leave credits under those Articles have left the employ of the University.

ARTICLE 28 - WORKERS' COMPENSATION

28.01 If an employee suffers a compensable injury while on the job on behalf of the Employer, following the day of injury, if and while the employee is receiving full Workers' Compensation benefits, the Employer shall maintain the employee's normal basic earnings and benefits with all normal deductions continuing to be made. The employee shall endorse all such Workers' Compensation benefits cheques over to the Employer.

ARTICLE 29 - PENSIONS

29.01 An employee who retires under the normal retirement provisions of the Pension Plan shall not be re-employed to do the work of the Bargaining Unit except by mutual agreement of the Parties.

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

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

29.04 The Bargaining Unit shall be entitled to have one (1) representative on the Brock University Pension Committee.

29.05 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Union.

29.06 There shall be no reduction of benefits as provided in the present Plan.

29.07 The Union representative on the Pension Committee shall be released from regularly scheduled duties to attend Pension Committee meetings that are scheduled during the representative’s normal working hours.

29.08 It is understood that employee and employer pension contributions will be based on an employee’s base rate of pay and any Lead Hand Premiums that are applied on a long-term/permanent basis as defined in Article 14.08 (b) and (c).

29.09 Mandatory retirement in the Province of Ontario will be eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The Brock University Pension Plan (BUPP), 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 30 - SAFETY AND HEALTH

30.01 a. The Employer will continue to make adequate provision for the safety and health of all employees during the hours of employment.

b. A safety committee shall be established and composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union who are employees of the Employer. The safety committee shall hold meetings and carry out inspections as required by the Ontario Occupational Health and Safety Act and matters related to safety and health shall be dealt with at such meetings. Minutes of all safety committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union.

30.02 The Union Representatives on the Joint Health and Safety Committee shall be given the opportunity to participate in certification and other training programs. The Joint Health and Safety Committee will determine the programs that each member of the Joint Health and Safety Committee participates in. The University shall pay all costs associated with such training.

30.03 Upon presentation of a receipt, the Employer shall pay for each regular employee up to one hundred twenty-five dollars ($125.00) towards the purchase of appropriate C.S.A. certified protective footwear (as determined by the Supervisor) per calendar year or two hundred fifty dollars ($250.00) once every two years. Employees purchasing boots or shoes under this Article shall wear them at work.

30.04 The University agrees to respond to all recommendations made by the Joint Health and Safety Committee within twenty-one (21) days of such recommendations.

30.05 The Union Representatives on the Joint Health and Safety Committee shall be treated in all aspects by the University as if

they are at work while performing any duties associated with the Committee, or as assigned by the Committee.

ARTICLE 31 - BULLETIN BOARDS

31.01 The Employer agrees to the posting of Union notices on bulletin boards which will be provided in each lunch room made available for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs.

ARTICLE 32 - NOTICES

32.01 Each employee shall keep the Associate Vice-President; Human Resources informed of his/her current address and telephone number.

32.02 All communications between the Parties shall be addressed to:

a. Associate Vice-President,
Human Resources
Brock University
St. Catharines, Ontario
L2S 3A1

b. The President of Local 1295 of C.U.P.E. or his/her representative who shall be an employee of this Employer, at his/her last known address. (In the case of the Union.)

c. Copy to the Niagara Area C.U.P.E. Office.

ARTICLE 33 - EDUCATIONAL ASSISTANCE

33.01 An employee may, outside of regular hours, take credit courses at Brock University and outside courses approved by the Employer and such employee will be reimbursed for up to 100% of the cost of tuition and fees of such approved courses.

33.02 a. Reimbursement will be made upon satisfactory completion of an eligible course for which approval by the Employer has been obtained in advance of registration, provided the employee registered for the course subsequent to his/her employment with the Employer and provided he/she is still employed when the course is completed.

b. Application for educational assistance shall be made by the employee in writing, on a form provided by the Employer.

c. Eligible course shall mean:

   i. Any credit course given by Brock University;
   ii. In the case of a course taken at or sponsored by an institution other than Brock University, a course which is directly related to the responsibilities of the position which the employee holds at the time the course is approved;
   iii. Schedule “F” outlines the Education Reimbursement Program for non-job related courses.

d. Satisfactory completion shall mean the attainment of at least a passing grade which would entitle the employee to full credit for the course, or, if a grade is not given, submission of evidence from the instructor that the course was completed in accordance with the standard.

e. Tuition shall mean the instruction charges for each course established by the institution as shown in its official announcement or bulletins and actually paid by the employee. Tuition waiver for employees and dependants will be limited to the actual cost of tuition only at the regular undergraduate rate current from time to time.

f. Fees shall mean the registration fee, laboratory or other fee directly related to each course as shown in its official announcement or bulletin and actually paid by the employee; but excluding matriculation or graduation fees, activity or health fees, the cost of books, supplies or equipment, deposits for laboratory breakage, meals, travel expense, etc.

33.03 Eligible courses should be taken at a fully accredited University, College or Technical Institute requiring attendance in person. However, courses sponsored by a professional society may be approved if they meet standards substantially equal to College level instruction and courses offered by approved and reputable correspondence schools may be approved if comparable resident courses are not available within a reasonable commuting distance. Courses designed to upgrade technical and trade skills will also be considered eligible courses.

33.04 Any employee is eligible to apply for financial assistance under this policy provided he/she does not receive educational benefits from any government and provided all or any part of the tuition and fees are not paid or waived because of a fellowship, scholarship, or other comparable financial assistance.

ARTICLE 34 - GENERAL

34.01 No employee will be required to use his/her vehicle in the service of the Employer.

34.02 The University agrees to supply each employee with a copy, in booklet form, of the Collective Agreement. Each of the Parties hereto agrees to pay fifty per cent (50%) of the cost of printing such booklet.

34.03 Custodial members have the right to be present when a quality assurance check is being conducted in their area.

34.04 The University will, for all Custodial positions (excluding Cleaner/Floater positions) provide the employee and Union with an up to date Job Routine. If the University updates the Job Routine, a revised copy will be given to the employee and the Union at the time of the revision.

34.05 Retired members of the Bargaining Unit shall be entitled to membership at the Brock University Athletic Facility at the rate available to Brock University staff.

34.06 The University agrees that the classification column will be excluded from the CUPE, Local 1295 wage schedule posted on the Brock University web page during the life of the Collective Agreement.

ARTICLE 35 - DURATION OF AGREEMENT

35.01 This Agreement shall become effective on the 1st day of May 2010 and such Agreement shall remain in effect until the 30th day of April 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 30th day of April, 2013 or any anniversary of such date.

35.02 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of such notification.

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 13th day of January 2012.

BROCK UNIVERSITY

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295

SCHEDULE "B"
STARTING AND STOPPING TIMES

1. Classification not otherwise specified:
   Normally, 8:00am to 4:30pm, Mondays through Fridays unless otherwise stated on the job posting for the position.

2. Maintenance Staff:
   Normally, 7:30am to 4:00pm, Mondays through Fridays, unless otherwise stated on the job posting for the position.

3. Cleaner:
   Day Shift (1) – Normally Shift starts anytime between 6:00am and 10:30am and lasts for a total of 8.5 hours (i.e. 8 hours paid work and a 30 minute unpaid meal period), Monday through Friday.

   Day Shift (2) – Normally Shift starts anytime between 6:00am and 10:30am and lasts for a total of 8.5 hours (i.e. 8 hours paid work and a 30 minute unpaid meal period), other than Monday through Friday.

   Afternoon Shift (3) – Normally, 3:00pm to 11:30pm, unless otherwise stated on the job posting for the position.

   Night Shift (4) – Normally, 11:00pm to 7:30am, unless otherwise stated on the job posting for the position.

4. Permanent Full-time Parking Lot Attendant:
   Normally, 6:30am to 3:00pm, Mondays through Fridays, unless otherwise stated on the job posting for the position.

5. Permanent Part-time Parking Lot Attendant:
   As scheduled by the Employer.

Each 8.5 hour shift includes:

1) a 30 minute unpaid meal period; and
2) two paid fifteen (15) minute rest periods.

Schedules for meal and rest periods shall be as specified by the Employer. The Employer will advise employees of the regularly scheduled times for meal and rest periods. The Employer will provide two weeks notice in the event of an ongoing change to regularly scheduled meal and rest breaks.

SCHEDULE "C"
UNIVERSITY TUITION PLANS**

DEPENDENT CHILDREN & SPOUSES

Eligibility

Dependent children under 25 years of age and spouses of full-time, retired or deceased faculty and staff members of the University will be eligible to receive tuition waiver for undergraduate credit courses at Brock University subject to specified conditions as outlined below. Only Brock employees will be eligible for tuition waiver for courses at the graduate level.

Tuition means the instruction charges for each course as established by the University from time to time. Tuition fees do not include such miscellaneous charges as student health fees, late registration fees, identification card, etc. Tuition waiver for employees and dependents will be limited to the actual costs of tuition only at the regular undergraduate rate current from time to time.

Tuition waiver is not permitted for non-credit, audited courses or courses taken at the graduate level.

Conditions

The faculty or staff member must have been employed on a full-time basis for a period of one (1) year before a spouse or dependent child shall be eligible to register in a course under the terms of this policy.

The faculty or staff member must be a full-time employee at the time of registration. Dependent children are those who are financially dependent on the faculty or staff member and are under 25 years of age at the time of registration.

In order to maintain the privilege of tuition waiver, the student must be promoted and/or pass the course or courses in which he/she is enrolled.

Should a student not successfully complete a course or withdraw from a course, it will be necessary that the student pay the tuition or withdrawal fees in order to re-establish the privilege of free tuition. Such charges will be those in effect at the time of payment.

Administration

Prior to registration, the faculty or staff member should submit the Waiver of Tuition Application For Dependants to Human Resources indicating that a dependent child or spouse is eligible to register under the terms of this policy. Please forward the completed form to Human Resources for approval. The approved application must be presented by the student at confirmation of registration.

Free tuition for dependents or spouses is a taxable benefit for the faculty or staff member receiving the benefit and therefore the appropriate amount will be shown on the faculty or staff member's T4 slip.

EMPLOYEES

Tuition means the instruction charges for each course as established by the University from time to time. Tuition fees do not include such miscellaneous charges as student health fees, late registration fees, identification cards, etc. Tuition waiver for employees and dependents will be limited to the actual costs of tuition only at the regular undergraduate rate current from time to time.

Tuition waiver is not permitted for non-credit or audited courses.

Eligibility

Tuition waiver is available to all Permanent Faculty/Staff of Brock University. Permanent full-time staff members (i.e. employees who work on average, 35 hours a week or more) will be entitled to receive tuition waiver for undergraduate and graduate credit courses given by Brock University.

For permanent employees who are part-time or seasonal the waiver will be pro-rated to reflect the percentage of benefit entitlement they are receiving at the time of registration. The tuition will be waived at the time of registration and the employee will be billed for the amount owing at a later date.

Should you not successfully complete a course given by Brock University or withdraw from the course, it will be necessary for you to pay the tuition or withdrawal fees in order to re-establish the privilege of free tuition. Such charges will be those in effect at the time of payment.

Courses scheduled during an employee's regular working hours

For employees applying to take Brock University courses which are scheduled during an employee's regular working hours, the tuition waiver must be accompanied by a letter from the supervisor approving the application and setting out how the absence will be accommodated and the time made up.

Off-Campus Courses

When a course is being taken at an institution other than Brock University, authorization must be obtained prior to registration. The waiver of tuition must be forwarded to Human Resources with your supervisor's authorization. Off-campus courses will be approved if in the opinion of the Dean or Department Head and Human Resources, they will benefit the employee, the department and the University. In order to be reimbursed for an off-

campus course, please forward a receipt of payment to Human Resources for the course as well as an official transcript showing that the course was successfully completed.

Administration

An Educational Assistance application form must be completed prior to enrollment in the courses desired by the faculty/staff member. Educational Assistance forms are available from Human Resources. A new application must be completed for each session.

The application must be approved by your immediate supervisor and the Chair/Head of your department if the course is off campus or during regular working hours. Please forward the completed form to Human Resources for approval.

Tuition waiver is a taxable benefit for the faculty or staff member receiving the benefit and therefore the appropriate amount will be shown on your T4 slip.

** PARKING LOT ATTENDANTS (Permanent Part-Time)

Educational assistance is provided on an 80% basis to Parking Lot Attendants who wish to take Brock credit courses. The University Tuition Assistance Plan for dependents does not apply to Parking Lot Attendants.

SCHEDULE "D"
APPRENTICESHIPS

Memorandum of Agreement

An agreement with respect to the employment of Apprentices:
BETWEEN:
Brock University, St. Catharines, Ontario
and
The Canadian Union of Public Employees, Local 1295

1. Apprentices shall be appointed as Casual Employees.

2. Wages shall be paid as follows:

   - 1st year (i.e. 0 to 1800 hours worked) - Labourers current wage rate

   - 2nd year (i.e. 1801 to 3600 hours worked) - increase rate by $1.00 per hour over previous year's rate

   - 3rd year (i.e. 3601 to 5400 hours worked) - increase rate by $1.00 per hour over previous year's rate

   - 4th year (i.e. 5401 to 7200 hours worked) - increase rate by $1.00 per hour over previous year's rate

   - 5th year (i.e. 7201 hours worked and up) - 90% of the Journeyman's "Start" rate.

3. Apprenticeships will be in accordance with the requirements of the Ministry of Skills Development, Apprenticeship Branch. An apprenticeship will involve training on the job and formal classroom instruction at an accredited College.

4. Apprentices are expected to proceed through the program by successfully completing the examinations and other requirements at various stages. Apprentices will have no more than two (2) opportunities to successfully complete examinations at any stage.

5. Apprentices would be laid off for the periods of formal training which are required. Apprentices would be entitled to Unemployment Insurance during these periods.

6. Apprentices have no guarantee of continued employment after completion of the program except as specified in Article 13.

7. Members of the Bargaining Unit who are selected as apprentices will be subject to the following additional conditions:

a. Employees will become casual employees as set out in Article 13.08.Positions vacated by the successful candidates will be posted as "temporary, possibly becoming regular positions after three (3) months" so as to allow for the period set out in Item 7 (b).

b. Employees will serve a three (3) month probationary period. During this period the apprentice's performance will be assessed and the University or the employee may initiate the employees return to his/her former position and status.

c. Employees will maintain but not accumulate seniority until after the completion of the first required period of schooling. If the employee continues in the Apprenticeship program, all accumulated seniority other than as a casual employee will cease. Should the employee not continue, he/she will return to regular status in the Bargaining Unit in the first available position for which he/she is qualified at the seniority he or she had at the beginning of the apprenticeship.

d. Employees would be entitled to fringe benefits as would a casual employee. They will be deemed to have completed the sixty (60) day requirement set out in Article 13.03. Vacation entitlement will be in accordance with Employment Standards.

e. Employees will not accumulate sick leave as apprentices but will have available to them during the apprenticeship the amount of sick leave accumulated prior to becoming an apprentice. After the first period of schooling an employee who would be entitled under Article 27.09 will have the option of maintaining the bank of sick leave as set out above or having the appropriate portion paid out as per Article 27.10.

8. Positions vacated by the successful candidates will be posted as "temporary, possibly becoming regular positions after three (3) months" so as to allow for the period set out in Item 7 (b).

SCHEDULE "E"
PREGNANCY/PARENTAL/ADOPTION LEAVES

On December 20, 1990, Bill 14, a Bill to amend the Employment Standards Act respecting this leave, became law in Ontario. In addition to the 17-week pregnancy leave for mothers, the new law provides each working parent with 18 weeks of unpaid parental leave to care for newborn and newly adopted children.

An employee who is entitled to take this leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave. All of the new provisions except the rights to accrual of seniority and continuation of benefits during this leave are retroactive to and including November 18, 1990. Special provisions concerning rights to leave applied during the transitional period November 18, 1990 to and including December 19, 1990.

Seniority for all purposes continues to accrue during these leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

While an employee is on this leave, the employer must continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions (if any) to such plans. The leave provisions of the Act apply to full-time and part-time employees. The employer is not required to pay wages to an employee while he or she is on this leave.

PREGNANCY LEAVE

An employee is entitled to at least 17 weeks of unpaid leave of absence for pregnancy if she has been employed with her employer for at least 13 weeks proceeding the estimated day of delivery.

The leave may be commenced up to 17 weeks before the expected date of delivery. To be eligible for pregnancy leave wage top-up, the full-time female members must have been continuously employed at Brock University for at least twelve (12) months. During such leave the University will pay to the member a Supplementary Employment Benefit for up to 17 weeks.

All members seeking paid pregnancy leave shall apply for Employment Insurance (EI) leave benefits. The normal wage of a member who is entitled and receives the EI pregnancy leave shall continue for the first two (2) weeks of leave, and 95% of such wage, less EI pregnancy leave benefits shall be provided from the University's Supplemental Benefit Plan for up to 15 additional weeks. The member must apply for and be in receipt of EI to be eligible for Supplemental Employment Benefits.

The combination of Supplemental Employment Benefits, EI pregnancy benefits, plus any other earnings received from all sources by the member cannot exceed 95% of the member's normal wages for the period of leave.

An employee who is entitled to the leave is required to give her employer two (2) weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth. A pregnancy leave will normally end 17 weeks after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or 17 weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for 17 weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she must give her employer four (4) weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the employer four (4) weeks written notice before the date the leave was to end.

PARENTAL LEAVE

An employee who is a parent and has been employed with his or her employer for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time, is entitled to a 35 week unpaid parental leave.

Parental leave can be claimed by one (1) parent or shared between each parent but cannot exceed a combined maximum of 35 weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within 35 weeks after the birth or after the child first comes into the custody, care and control of a parent.

An employee who is entitled to a parental leave is required to give the employer two (2) weeks written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks notice before the earlier date, or to a later date by giving two (2) weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the employer written notice of his or her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she must give the employer four (4) weeks written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the 18 week maximum length of leave) the employee must give the employer four (4) weeks written notice before the date the leave was to end.

SCHEDULE "F"
EDUCATION REIMBURSEMENT PROGRAM

Mission Statement

To provide a practical means of self-improvement to enhance and encourage a strong interdependent team of employees committed to changing and directing their futures while staying within the business plan provided by the Local 1295 and Brock University. To develop and encourage a desirable workplace with highly qualified and versatile employees committed to meeting and exceeding the needs of the public.

Program Benefits

(a) Courses that are eligible do not have to be taken solely at Brock University.

(b) Provides opportunities for Full-Time members of Local 1295-Brock University to improve their skills and competencies to better prepare them for an ever changing future.

(c) Front-end course reimbursement for up to 85% of the course.

(d) Annual reconciliation of Course Disbursement.

(e) Promoting a healthier, more independent means of self managing job opportunities.

(f) Provides a happier work environment by empowering members of Local 1295-Brock University in directing their own futures.

(g) Promotes, Challenges, stimulates the mind and Independent thinking to enhance confidence and self-esteem.

(h) Financed and Re-Financed equally by Brock University ($5,000) and Local 1295 ($5,000) as funds are required.

SCHEDULE "G"
DISTRIBUTION OF OVERTIME – CUSTODIAL STAFF

The following procedure shall be observed in the assignment of overtime for custodial staff:

1. Overtime sign up sheets will be posted in the custodial supervisor's office for five (5) full days in advance of the two (2) week period. The list will be for a two (2) week period. Employees who are available and willing to work overtime for the current week will record their name on this sign up sheet.

2. If overtime becomes available, it will be offered to employees who have signed the overtime sign-up sheet for that week and that shift, in reverse order of total number of overtime hours worked in the current calendar year, starting with the employee who has accumulated the fewest overtime hours.

3. In the event that two or more employees have accumulated the same number of hours of overtime, seniority will be the deciding factor.

4. Should an emergency arise and the procedure set out above cannot be followed, for the purpose of keeping track of an employee's eligibility for future overtime only, the employee/ employees actually performing the overtime will be credited with the appropriate hours of overtime worked.

5. A list of all custodial employees will be maintained by the Custodial Supervisor to keep track of all hours of overtime worked or deemed to work. Each employee added to the list will be credited with overtime hours equaling one (1) hour more than the employee with the most overtime hours currently on the list. The list will posted in the Custodial Supervisor office each Monday with a copy to the President of CUPE local 1295.

6. For the purpose of allocation of overtime to Custodial Services employees, all employees will be classified as either "Available" or "Unavailable" as follows:

   a) An employee is available if he/she has signed up on the overtime sheet.

   b) An employee is unavailable (and not offered overtime) if he/she:
      i. is on "work restrictions", light duty, modified work, worker's compensation; or
      ii. who is on vacation, lieu time, at the time of classification; or
      iii. sick leave and leave of absence; or
      iv. has not signed the overtime available shift on the sign-up sheet.

7. An employee will be charged for the appropriate overtime hours if:
   a) he/she works the available overtime hours; or
   b) he/she is deemed as unavailable for the overtime shift; or
   c) refuses to work the overtime after he/she has been offered the overtime.

8. An employee will not be charged for the overtime hours if:
    a) he/she is available but is not asked to work the hours; or
    b) he/she is available to work, but is not offered the overtime for gender reasons.

9. An employee who is offered overtime during their shift for the purpose of extending their eight (8) hour shift will not be charged if refused, but those who work the hours of overtime will be charged the hours worked.

10. An employee who signs up to work an overtime shift, and then subsequently declines to work the overtime three times in one calendar year, will be considered unavailable to work overtime for the remainder of the calendar year or ninety (90) days, whichever is greater.

11. An employee found to be signing up another employees name to overtime shifts without the written permission of the employee involved will be considered unavailable to work overtime for 90 days and will be subject to discipline under this agreement.

12. The records referred to above are maintained for the sole purpose of establishing eligibility for overtime with the aim of distributing the opportunity for overtime as equally as is practicable. Payments for time actually worked will be made in accordance with the collective agreement.

Letter of Understanding
Between
Brock University
And
CUPE, Local 1295
RE: Article 11 (Seniority)

Notwithstanding Article 11.01(c) and Article 13.07, the Parties may mutually agree in writing to extend an employee's probationary period for up to an additional three (3) months.

This Letter of Understanding is in effect for the life of this Collective Agreement.

For the University

JAN. 12/2012
Date

For the Union

JAN. 18/2012
Date

Letter of Understanding
Between
Brock University
And
CUPE, Local 1295
RE: Lead Hand

CUPE 1295 members who are employed as a permanent or temporary lead hand are entitled to receive the lead hand premium during paid leaves if the member is scheduled to be a lead hand on the working day immediately prior to the paid leave and the working day that immediately follows the paid leave. A "temporary" lead hand is a member who has been appointed for a period of 40 consecutive working days.

This Letter of Understanding is in effect for the life of this Collective Agreement.

For the University

JAN. 12/2012
Date

For the Union

JAN 18/2012
Date