

Collective Agreement

between

Brock University

and the

**Canadian Union of Public Employees
Local 1295
(Students)**

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 the rates of pay, hours of work and other working conditions which have been agreed upon, along with procedures for dealing with grievances and complaints.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees regularly employed for not more than twenty-four (24) hours per week and students employed during the summer vacation period in 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, security guards, students engaged in office and administrative departments, teaching personnel, academic technicians and office staff as defined and agreed to and persons covered by other collective agreements.

The Employer agrees that only students employed during the Summer vacation period will work full time hours of work. Summer vacation period is recognized as commencing after Winter term examinations have been completed and finishing at the commencement of Fall classes.

All students who work other than the summer vacation period will work 24 hours or less per week.

- 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 or the Agreement covering CUPE, Local 1295 full-time employees, 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 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 employee during such employee's first month of employment. The Employer agrees to advise the Union in writing of the hire of each new employee prior to the completion of the employees second week of employment.
- 2.06 a. The Employer shall hire full-time Brock University students. Students who work in the Spring/Summer term (i.e. May to August) must be eligible and scheduled to return to full-time studies at Brock University.
- b. For the purposes of grounds' students who work at Rodman Hall Arts Centre, the University may hire other university or college students who possess the required qualifications.

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 of each present employee and each new employee following the completion of the first working day of active employment.
- 3.02 With the first transmission of dues the Employer will forward a list of employees from whom the union dues deductions were made and the amount of the deductions to the CUPE, Local 1295 Treasurer. With subsequent transmissions the Employer will show any changes in employees and/or deductions. The amount of such regular union dues deductions shall be certified to the Employer by the CUPE, Local 1295 Treasurer. 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 part-time members of CUPE, Local 1295 and this shall be updated by June 1 each year.
- 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, Local 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.

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 policies to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union.
 - b. 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.
- 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 CUPE, Local 1295 President or designate, who shall be supplied, upon request, with copies of any materials contained in the file. 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.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 The Employer will recognize:
 - a. A Union Committee of two (2) 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 Steward. 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.
 - b. A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Union, as the appointees 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 Union shall notify the Employer in writing of the names of its officers, steward and the Union committee. 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 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 and Steward, 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 and Steward 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.

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 eight (8) 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 five (5) days.

- 8.03 **STEP 2** - If not then settled in Step 1, the Grievance may, within five (5) days, be submitted to the Executive Director of 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 Executive Director of Facilities Management, or his/her representative within five (5) days of submission of the Grievance. The Executive Director of Facilities Management or his/her representative shall give his/her decision in writing within five (5) 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 five (5) days, be submitted in writing by the Union Committee to the Executive Director of Human Resources or his/her representative, to be dealt with at a meeting under Article 7.03, to be held within seven (7) 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 seven (7) 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 (15) 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 five (5) 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 five (5) 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 judgment 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 part-time employee is one who is employed for not more than twenty-four (24) hours per week. The use of the word "regular" shall not mean a guarantee of year-round employment.
- c. An employee who is regularly employed for not more than twenty-four (24) hours per week shall attain seniority as at the date of his/her hiring, after a probationary period of five-

hundred and twenty (520) hours or three (3) months of active employment, whichever occurs first. Seniority shall be calculated by hours worked.

- d. Until a person has attained seniority he/she shall not be considered as an employee who may 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. An employee who is employed during the summer vacation period shall not accumulate seniority.
- f. 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 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.

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

- a. if an employee quits;
- b. after twelve (12) consecutive months of lay-off;
- c. if an employee is discharged and the discharge is not reversed through the grievance procedure;
- d. if the employee has been absent for five (5) consecutive working days without having been granted a leave of absence by his/her immediate supervisor or the Executive Director of Human Resources;
- e. if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his/her last known address on the Employer's records, to report for work and does not give a satisfactory reason;
- f. if the employee ceases to become a full-time Brock University student.

ARTICLE 12 – LAYOFF AND RECALL

12.01 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 employees hours of work for five (5) consecutive working days or longer.

12.02 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.

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

ARTICLE 13 – JOB POSTINGS AND APPOINTMENTS

- 13.01 Vacancies which the Employer intends to fill shall be posted for a period of three (3) working days (excluding Saturdays, Sundays and Paid Holidays).
- 13.02 The posting will show the classification, the requirements of the job, the wages, length of time the job is available, shift and the closing date of the job posting.
- 13.03 An employee may apply in writing on a form to be supplied for the posted job from the Human Resources Department.
- 13.04 In job selection the following factors shall be considered:
- i. length of seniority;
 - ii. knowledge, efficiency and ability to do the basic requirements of the job.
- 13.05 Upon the filling of a posted job, the Employer shall post the name and seniority status of the successful applicant.
- 13.06 Any employee applying for a vacancy filled by an employee with less seniority may request and receive reasons why he/she did not receive the job. Any such request shall be made in writing to the Human Resources Department within five (5) working days of the employee becoming aware that they were unsuccessful in obtaining the posted vacancy.
- 13.07 The Human Resources Department will respond in writing to the employee within five (5) working days of receipt of the request under 13.06, above.
- 13.08 During the posting process, the Employer shall be free to temporarily fill a vacancy immediately if it sees fit.
- 13.09 Vacancies shall mean a job that is available due to termination of an employee, a new position or a job that arises due to the illness/absence of an employee.

- 13.10 A vacancy known to be of a duration of less than one (1) month, will be filled by the Employer in a manner deemed best, while giving due consideration to employees who have previously indicated their interest in the position. If the vacancy is going to extend beyond the one (1) month then the Employer will post the position as per the Collective Agreement.
- 13.11 The Employer will give the Union written notice of a decision to postpone the filling of a vacancy and the reasons for the postponement of the filling of the vacancy within one (1) week of the decision to postpone.
- 13.12 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.
- 13.13 Employees shall work on jobs assigned to them by the Employer.

ARTICLE 14 - CLASSIFICATIONS AND WAGES

- 14.01 Positions shall be classified and wages shall be paid during the term of this Agreement as set out below:

<u>Classification</u>	<u>Rate of Pay Per Hour</u>
Students employed under this agreement:	
May 1, 2010	\$11.57
May 1, 2011	\$11.74
May 1, 2012	\$11.97

- 14.02 If the Employer changes the classification so that a rate change is justified, or establishes a new classification, the Employer shall set the rate and notify the Union in writing. After a trial period of thirty (30) days, the Union may notify the Employer in writing that the Union does not agree with the rate and wishes to negotiate it. If the Union does not give such notice or the Parties agree in negotiations, the new rate and, if needed, the new classification, shall become part of this Agreement. If the Parties do not agree in negotiations, the matter may be referred to Arbitration as provided in Article 8.
- 14.03 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 15 - OVERTIME

- 15.01 a. An employee who is required and authorized by the Employer to work overtime shall be paid at the rate of time and one half ($1\frac{1}{2}$) for hours worked in excess of eight (8) hours daily and/or hours worked in excess of forty (40) hours per week.
 - b. All overtime hours worked on Saturdays, Sundays and Paid Holidays shall be paid at the rate of double time.
- 15.02 There shall be no pyramiding of overtime premiums under this Agreement.
- 15.03 Opportunities for overtime shall be divided equally as practicable among employees who are qualified to perform the work that is required by the Employer. In no case shall overtime work be offered where an employee under the CUPE, Local 1295 full-time agreement is available and qualified to do the work.
- 15.04 An employee shall not be required to work more than sixteen (16) hours in any twenty-four (24) hour period.
- 15.05 An employee shall not be laid off during regularly scheduled hours for the purpose of equalizing overtime worked.
- 15.06 By mutual agreement between the Employer and the employee involved, equivalent time off may be granted in lieu of cash payment for overtime worked. If mutual agreement cannot be reached, cash payment will be made.

ARTICLE 16 - HOLIDAYS AND VACATIONS

- 16.01 Employees shall receive vacation pay at 4% of gross earnings on each pay cheque, bi-weekly.
- 16.02 Employees shall be entitled to receive statutory holidays as per the Employment Standards Act. To receive statutory holiday pay

an employee must have worked their last scheduled shift before the statutory holiday and the first scheduled shift after the statutory holiday.

ARTICLE 17 - TRANSFERS

- 17.01 A PERMANENT TRANSFER is one where an employee is required to be reclassified to a different job as a result of:
- a. job posting; or
 - b. a reduction in the work force.
- 17.02 A TEMPORARY TRANSFER is a job transfer other than a Permanent Transfer, where an employee is NOT required to be reclassified 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.
- 17.03 If an employee is transferred or reclassified other than on a temporary basis to a higher rate job group, he/she shall receive not less than the rate that he/she was receiving at the time of the transfer or the starting rate of the job into which he/she is being transferred whichever is the higher.
- 17.04
- a. 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.
 - b. When an employee is temporarily transferred for a period in excess of one (1) hour to a position paying a higher rate, he/she shall receive the rate of the new classification, including the one (1) hour referred to above.
- 17.05 If an employee is transferred to a lower rated job as a result of either a reduction in the work force or a job posting, he/she shall receive the rate of the lower rated job.

ARTICLE 18 - SAFETY AND HEALTH

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

- 18.02 Upon presentation of a receipt, the Employer shall pay up to a maximum of seventy-five dollars (\$75.00) of the cost of CSA approved safety boots/shoes annually. In the case of employees working the during the summer vacation period, the boots/shoes must be purchased within the first month of employment. Employees purchasing boots or shoes under this article shall wear them at work.

ARTICLE 19 - NOTICES

- 19.01 Each employee shall keep the Executive Director of Human Resources informed of his/her current address and telephone number.
- 19.02 All communications between the Parties shall be addressed to:
- a. Associate Vice-President,
Human Resources
Brock University
St. Catharines, ON L2S 3A1
 - b. The President of CUPE, Local 1295 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 Union Office.

ARTICLE 20 – GENERAL

- 20.01 If an employee is temporarily assigned to work on another campus, the Employer will continue to supply transportation to such other campus and return to the original job location at the end of such shift or assignment according to current practice. No employee will be required to use his/her vehicle in the service of the Employer.
- 20.02 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 percent (50%) of the cost of printing such booklet.
- 20.03 Employees required to work more than three (3) hours of unscheduled overtime, which is not separated from a scheduled shift, shall be provided with a meal allowance of eight dollars (\$8.00).

- 20.04 Custodial students have the right to be present when a quality assurance check is being conducted in their area.
- 20.05 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 21 - SHIFT PREMIUMS

- 21.01 An employee who is required by the Employer to work hours of work after 18:30 hours shall receive a shift premium of forty (40) cents per hour for each hour worked after 18:30 hours in addition to his/her regular wage.

ARTICLE 22 - BULLETIN BOARDS

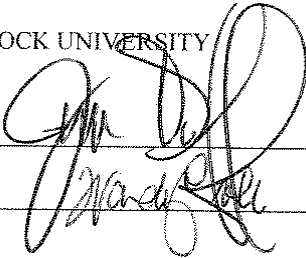
- 22.01 The Employer agrees to the posting of Union notices on bulletin boards which will be provided in each lunch room made available for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs.

ARTICLE 23 - DURATION OF AGREEMENT

- 23.01 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.
- 23.02 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of such notification.

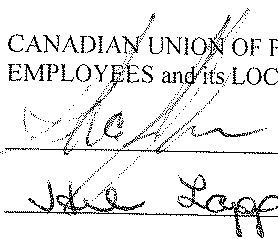
IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives on this 30th day of January 2012.

BROCK UNIVERSITY



A large, stylized handwritten signature in black ink, written over a horizontal line.

CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 1295



A handwritten signature in black ink, written over a horizontal line.

