

# **Collective Agreement**

**between**

**Brock University**

**and the**

**Canadian Union of Public Employees  
Local 4207, Unit 3**

**July 7, 2011 to July 6, 2014**





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## **Article 1: Definitions**

- 1.01 The “Act” means the Brock University Act, S.O. 1964, c. 127 as amended by S.O. 1971, c. 107 and from time to time.
- 1.02 “Union” means the Canadian Union of Public Employees (CUPE), Local 4207 – Unit #3.
- 1.03 “Employer” means Brock University as defined in the Act.
- 1.04 “Agreement” means this Agreement between the Employer and the Union.
- 1.05 “Parties” means Parties to this Agreement.
- 1.06 “Member” means a member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 0906-11-R.
- 1.07 “Day(s)” means calendar day(s).
- 1.08 “Working Day(s)” means Mondays to Fridays when the University is normally open for business.
- 1.09 Bargaining Unit means the Union as defined in Article 1.02.
- 1.10 “Director” means the Director, ESL Services or designate.
- 1.11 “Supervisor” means the Director or designate.
- 1.12 To the extent practicable the use of a gender specific pronoun shall be considered to include males, females and/or transgendered persons.
- 1.13 “Employee Applicant” means an individual who has seniority under this Collective Agreement and has submitted an application for employment within this Bargaining Unit.
- 1.14 “Applicant” means all individuals (including employee applicants) who have submitted an application for employment within this Bargaining Unit.
- 1.15 “Successful Applicant” means an “employee applicant” or “applicant” who has been offered employment within this Bargaining Unit by the Employer.

- 1.16 “Maximum Medical Recovery” means an employee absent from work due to illness or injury (i.e. sick leave; LTD; and/or WSIB) reaches a plateau in their recovery and any further significant improvement in their medical impairment is unlikely.
- 1.17 “Permanent Full-time Employee” means a member of the bargaining unit working 35 hours per week 12 months per year.
- 1.18 “Permanent Part-time Employee” means a member of the bargaining unit working 30 nominal hours per week 12 months per year.
- 1.19 “Part-time Employee” means any member who teaches on a course-by-course basis.
- 1.20 “Nominal” it is understood that nominal hours are the number of hours for which a member is paid. Nominal hours assigned represent a fair estimate of the numbers of hours required for an average, qualified member to complete the assigned duties for a contract. It is recognized that: 1) actual hours worked may vary from nominal hours assigned; 2) actual hours worked may vary from employee to employee even though they are assigned the same duties; and 3) employees are only paid for the number of nominal hours assigned to them, even though they may actually work fewer or more hours than assigned. For example, an experienced instructor may take less time to grade an exam than an instructor with less experience; however, these instructors will be paid for the same number of nominal hours.

## **Article 2: Purpose**

- 2.01 The purpose of this Agreement is to establish and maintain the collective bargaining relationship between the Union and the University; to provide for ongoing means of communication between the University and the Union; 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.
- 2.02 Wherever a feminine pronoun is used in the Agreement, it includes the masculine pronoun and vice versa where the context so requires.

### **Article 3: Recognition**

- 3.01 The Employer recognizes the Union as the bargaining agent of all Instructors employed in ESL Services at Brock University in the region of Niagara save and except supervisors and persons above the rank of supervisors and those persons already represented by a trade union.

### **Article 4: Management Rights**

- 4.01 The Union acknowledges that the Employer has retained and shall possess and exercise all rights and functions, powers and privileges and authority that it possessed prior to the signing of this Agreement, excepting those that are relinquished or restricted in this Agreement.
- 4.02 a. The Employer also has the right to make and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to, and discussion with, the Union.
- b. Rules and regulations adopted by the Employer which affect employees in the Bargaining Unit will be communicated to the members.
- 4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

### **Article 5: No Discrimination or Harassment**

- 5.01 There shall be no discrimination or harassment against any employee based on any of the grounds covered by the Ontario Human Rights Code.
- 5.02 The University shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union, or against any member who exercises their rights under the collective agreement.

- 5.03 A claim of discrimination or harassment shall be initiated in accordance with Article 7 (Grievance Procedure) of the collective agreement. Where the concern is against the member's immediate supervisor, the supervisor's supervisor shall receive the claim.
- 5.04 Members of the Union are entitled to Union representation in all stages of any investigation conducted by the employer where the member is required to be present with regards to discrimination or harassment.

## **Article 6: Union Security**

- 6.01 The Employer agrees to deduct from every employee, the equivalent of such regular monthly Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution and By-Laws.  
Thirty (30) days written notice of any change in dues will be provided to the Employer by the Treasurer of CUPE, Local 4207.

The Employer shall remit the amount deducted to the Union no more than five (5) calendar days after deductions have been made. Such remittance shall be accompanied by a list identifying the employee name, employee number, Social Insurance Number, amount of dues deducted, and year to date of the amount of dues deducted.

In addition, the employer shall also provide an electronic list that includes the following information for all members who have been employed in current academic year will be provided to the Union with each dues report: employee number; name; home address; phone number; e-mail address.

CUPE, and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by CUPE and/or the Bargaining Unit.

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

- 6.03 a. The Employer agrees to inform all employees that a Union Collective Agreement is in effect by stating such on all job postings and in each offer of appointment.
- b. The Employer will make the text of the Collective Agreement available on the Human Resources website ([www.brocku.ca/hr](http://www.brocku.ca/hr)).
- c. The Employer will provide each current member and new hire with a copy of the Collective Agreement.
- 6.04 The Employer and the Union will jointly prepare and distribute copies of this Collective Agreement within forty-five (45) days of the signing of said Collective Agreement. The cost associated with printing the Collective Agreement will be shared equally by the Parties. The Union will take possession of sixty (60) printed copies of the Collective Agreement. Each party will have an electronic copy of the printed Collective Agreement.
- 6.05 The Employer shall provide a reasonably sized demarcated area of bulletin board space in ESL Services of no less a size than twenty-two by twenty-eight inches (22" x 28"). This will be clearly marked "Canadian Union of Public Employees, Local 4207 Notices" and shall be for the use of official Union notices.
- 6.06 The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The Employer shall allow the Union the use of all University services, computing services and audio-visual services at internal rates.
- 6.07 The Employer shall permit the Union to book University rooms through conference services for business meetings of the Local on the same basis as other internal users. CUPE, Local 4207 will be responsible for any set up costs associated with the room booking.

## **Article 7: Grievance Procedure**

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

- 7.02 The Parties shall be bound by this Article, and shall promptly implement all decisions arrived at under the procedures described in this Article.
- 7.03
- a. An individual grievance, defined as involving a single employee, may be initiated by the Union at Stage 1 of the grievance procedure.
  - b. A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Union or the University at Stage 2 of the grievance procedure.
  - c. A group grievance, defined as a grievance that involves two (2) or more employees, may be initiated at Stage 2 of the grievance procedure.
  - d. A grievance involving suspension or dismissal shall be initiated at Stage 2.
  - e. A grievance involving health and safety shall be initiated at Stage 1.
- 7.04 The Union shall have carriage of all grievances. The Employer shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance and arbitration procedures. It is understood that the grievor has a right to attend and participate in any of the aforementioned meetings.
- 7.05 Formal grievance proceedings shall be initiated by formal written notice of grievance to the other Party. Notice of grievance shall specify the provision or provisions of this Agreement at issue in the dispute, including also, where appropriate, reference to past practices or other established procedures incorporated in this Agreement by articles of inclusion, and the remedy or remedies being sought.
- 7.06 The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process.

## **7.07 Informal Complaint Stage**

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

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

## **7.08 Formal Grievance Procedure**

### **Stage 1:**

- a. Within ten (10) working days of the initiation of a grievance, the Director, ESL Services, or designate, and the President of the Union, or designate, shall meet to attempt to resolve the grievance.
- b. The Parties shall attempt to resolve the grievance for a period of up to ten (10) working days starting with the meeting outlined in Article 7.08 (a).
- c. If the grieving Party is not satisfied with the disposition of the grievance after the ten (10) working day period outlined in Article 7.08 (b), the grieving Party may submit the grievance to Stage 2, provided that it acts within ten (10) working days from having received the formal response from Stage 1, or if no response has been received, from the date of the meeting outlined in Article 7.08 (a).

### **Stage 2:**

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

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

- e. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- f. If the grieving Party is not satisfied with the disposition of the grievance, or if no reply has been received within the time limit outlined in Article 7.08 (e), the grieving Party may submit the grievance to Arbitration, provided that it acts within twenty (20) working days from having received the formal response from Stage 2 (Article 7.08 (e)) or, if no response has been received, from the date of the Stage 2 meeting.

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

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

## **Article 8: Arbitration**

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

- 8.02 Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration.
- 8.03 For a single arbitrator, the following shall apply:
- a. The Parties agree that the following persons serve as arbitrators on a rotating basis during the term of this Agreement:  
  
Mr. Kevin Burkett  
Ms. Pamela Picher  
Mr. Owen Shime  
Mr. Ken Swan  
Ms. Paula Knopf
  - b. The persons named in (a) above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute.
  - c. If none of the persons named in (a) above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list in (a) above, to appoint an arbitrator.
- 8.04 The single arbitrator or Board of Arbitration shall give full opportunity for both Parties to the grievance to present evidence and make representations.
- 8.05 The single arbitrator or Board of Arbitration shall have no power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give

any decisions inconsistent with the terms and provisions of this Agreement.

- 8.06 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both Parties.
- 8.07 The Parties shall share equally the fees and expenses of a single arbitrator or those of the Chair of an Arbitration Board. Each Party to the grievance shall bear its own expenses of appearing at hearings.
- 8.08 In any case involving termination of employment for just cause, the burden of proof will rest with the Employer.
- 8.09 Suspensions and dismissals take effect at the time specified in the notice to the individual. If the Union grieves a suspension without pay, the member will continue to receive salary and be eligible for all applicable benefits until the grievance is decided. If the Union grieves a dismissal, the member shall continue to receive salary and be eligible for all benefits until the grievance is decided.

#### **Article 9: Strikes and Lockouts**

- 9.01 There shall be no strike or lock-out during the term of this Agreement. The term strike and lock-out shall be as defined in the Labour Relations Act, as amended from time to time.
- 9.02 No Bargaining Unit member shall be required to perform work of another employee who is on strike.

#### **Article 10: Labour/Management Committee**

- 10.01 There shall be a Labour Management Committee consisting of up to two (2) members appointed by the University and up to two (2) members appointed by the Bargaining Unit.
- 10.02 The committee shall meet as required at the request of either Party to discuss matters of common concern. A meeting shall be convened within ten (10) working days of a request by either Party, unless otherwise agreed. Prior to the meeting, the Party calling the meeting will advise the other of the proposed agenda for the meeting. The responding Party will, likewise, advise of any further agenda items.

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

### **Article 11: Union Representation**

- 11.01 In addition to the President and Chief Steward of CUPE Local 4207, the Employer agrees to recognize:

- One (1) Steward from the Bargaining Unit.
- One (1) Vice-President, CUPE Local 4207 Unit 3

A maximum of one (1) Bargaining Unit member (i.e. a Bargaining Unit member from CUPE Local 4207, Unit 3), acting on behalf of the unit, may be present at meetings between the Parties. The Parties may mutually agree to exceptions to this limit. Exceptions to this limit will not be unreasonably sought or denied.

- 11.02 The Union will provide the Employer by September 30<sup>th</sup> of each year the names and contact information for the above appointments. The Union shall notify the Employer if this information changes throughout the year.
- 11.03 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to University premises to consult with the Union.
- 11.04 In the years when the Collective Agreement is being re-negotiated, the Union may establish a negotiating committee of up to two (2) members of the Bargaining Unit.
- 11.05 The members of the Bargaining Unit who serve on the Union's negotiating team shall not lose any pay if they attend scheduled negotiations during their scheduled work hours. It is understood Bargaining Unit members on the negotiating team shall not receive additional compensation for hours spent in bargaining outside of regularly scheduled hours.

## **Article 12: Reprimands, Discipline and Dismissal**

- 12.01 Discipline shall be for just cause only.
- 12.02 a. At any meeting which is convened by the Employer for purposes of discussing a disciplinary, suspension or discharge matter with an employee, such employee shall have the right to the presence of the Steward. The employee may discuss the matter privately with the Steward, at a place on the premises, before the meeting.
- b. Within fifteen (15) working days of the University having knowledge of an act in question, a meeting shall be held between the University and the employee(s) in question, for the purpose of investigating the situation. The Union shall be informed of the time and location for such meeting and shall have the right to attend.
- c. Any warning, reprimand or other discipline shall be in writing to the employee within ten (10) working days of the meeting outlined in Article 12.02 (b). A copy of the letter shall be forwarded to the Union at the same time as the letter is forwarded to the employee in question, giving the name of the employee concerned and the reason for the discipline, discharge or suspension.
- d. The employee may respond to the letter in writing within ten (10) working days of receipt of said letter and such response shall form part of the record.
- 12.03 Any grievance resulting from a disciplinary warning letter shall be processed through the grievance procedure starting at Stage 1.
- 12.04 a. In imposing discipline, discharge or suspension on a current charge, the Employer will not take into account any infractions for which any disciplinary or warning letters were issued earlier than two (2) years prior to the imposition of the discharge or suspension, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current discharge or suspension.
- b. A claim by an employee that they have been disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the

Director, ESL Services or designate with a copy to Human Resources as per the grievance procedure in this Collective Agreement (Article 7).

- c. A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is filed at Stage 2 of the grievance procedure within ten (10) working days after the discharge or suspension.
- d. Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties or by the Arbitration Board.
- e. Notwithstanding Article 12.02, it is recognized that under rare circumstances it may be necessary to suspend an employee without a steward's presence. If such action is taken it shall be confirmed in writing, with a copy to the Union, and a meeting between the Employer and the Union will be convened within three (3) working days of the suspension to discuss the matter. Prior to any employee being suspended, the Employer agrees to make reasonable efforts to notify the Union.

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

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

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

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

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

## **Article 13: Wages, Benefits and Pension**

### **Wages**

- 13.01 Members of the bargaining unit shall be paid as follows:

Permanent Full-Time Members and Permanent Part-Time Members – monthly (the last banking day of each month) with a mid-month advance (the last banking day prior to the 15<sup>th</sup> of each month).

Part-Time Members - every second Friday.

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

- 13.03 Wages shall be paid during the term of this Agreement in accordance with Appendix B, which is attached and forms part of this agreement.

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

### **Benefits**

- 13.04 All benefits provided shall be subject to the rules and regulations of the benefit carriers and shall be in accordance with the carrier's master policies. Members can obtain specific information regarding benefit coverage by contacting the Office of Human Resources.

Benefits provided to Bargaining Unit members shall be as follows:

a. **Permanent Full-Time Members**

The benefits provided to Permanent Full-Time members shall be those in effect for those members on the date the union was certified. For clarity these benefits include: Extended Health and Dental, Life Insurance, Accidental, Death & Dismemberment, Short Term Disability, Long Term Disability, Tuition Waiver and Employee and Family Assistance Program.

b. **Permanent Part-Time Members**

The same benefits entitlement as Permanent Full-Time positions prorated to 80% of full-time coverage.

Life Insurance

Amount of coverage shall be equal to that in place for Permanent Full-Time members however will be based on actual earnings up to the maximum in place for Permanent Full Time members

Accidental, Death & Dismemberment and Employee and Family Assistance Program.

c. **Part-Time Members**

Health Care Spending Account – The University will establish a Health Care Spending Account (HCSA) for members with 3 or more courses per term. For purposes of administering the HCSA, the 3 terms shall be Fall, Winter and Spring/Summer. The maximum amount per eligible member for each calendar year shall be \$500. Deposits to eligible employee's HCSA in each term will be made based on the proportion of actual workload in each term compared to full workload (3 courses) multiplied by \$500. If a member does not have 3 or more courses in any term no deposit shall be made in that term.

## **Pension**

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

- 13.06 The terms and conditions of the Brock University Pension Plan shall govern.
- 13.07 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Bargaining Unit.
- 13.08 There shall be no reduction of benefits as provided in the Pension Plan as at the date the Bargaining Unit was certified.
- 13.09 Mandatory retirement in the Province of Ontario was eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The Brock Pension Plan, the Canadian Income Tax Act and other relevant statutes govern the administration of the Pension Plan, including the right of Bargaining Unit members to participate in the Pension Plan. Accordingly, members of the Bargaining Unit who work beyond age 65 are eligible to participate in the Pension Plan in accordance with and to the extent allowed by the terms of the Pension Plan, the Canadian Income Tax Act and other relevant statutes.
- 13.10 Permanent Part-time members and Part-time members are eligible to participate in the Brock University Pension Plan.
- 13.11 For Part-time members to be eligible to join the BUPP, members must have been employed at the University for two consecutive years or more and (a) have earned at least 35% of the YMPE (\$47,200 for 2011) in each of the two preceding calendar years; or (b) have worked a minimum of 700 hours in each of the two preceding calendar years.
- 13.12 Once an Employee joins the BUPP, that decision cannot be reversed while employed.
- 13.13 Membership in the BUPP is optional for Permanent Part-time and part-time members.
- 13.14 The Employer shall, annually, contact all members who are eligible to enroll in the pension plan to provide them with details of the plan and inform them that they are eligible to join. At the time of notifying members who are eligible to enroll in the pension plan, the Employer shall provide to the Union a list of the number of members who are eligible to join the pension plan.

## **Article 14: Postings and Appointments**

- 14.01 Posting Period – Vacancies that the University intends to fill shall be posted for a period of at least seven (7) full working days before the deadline for applications for the position.
- 14.02 Posting Distribution – Each job posting will be at a minimum 1) posted on the Human Resources web site ([www.brocku.ca/hr](http://www.brocku.ca/hr)); 2) posted on the CUPE Local 4207 bulletin board in ESL Services; and 3) sent to the President of the Bargaining Unit.
- 14.03 Each job posting shall include:
- that the position is a CUPE, Local 4207 Unit 3 position;
  - the group level;
  - job title;
  - annual salary range or wages per stipend;
  - number of hours of work per week;
  - term of appointment where applicable;
  - start date if known;
  - reasonable requirements and qualifications of the position;
  - to whom applications should be sent; and
  - the due date for such application.
- 14.04 An employee who wishes to apply for a posted vacancy shall submit an updated resume and cover letter by the due date indicated on the posting.
- 14.05 The Employer shall not alter the qualifications for a position with the effect of excluding applicants who previously have performed the appointment satisfactorily.
- 14.06 If a position is posted as a Bargaining Unit position, the position will normally be filled by an applicant who is or will become a member of the Bargaining Unit. However, if there are no applicants appointed in accordance with Article 14, the University may appoint someone to the position who would not become of the bargaining unit.
- 14.07 **Appointments**
- The criteria used by the Employer in selecting the successful applicant for a position shall include the qualifications as stated on the job posting.

- b. An applicant with seniority rights in the Union who has completed her/his probationary period shall be deemed qualified if s/he meets the posted qualifications. Appointments shall be made of the senior applicant deemed qualified for the posted position. If no applicant is deemed qualified, the Employer may assign the work to an applicant who is deemed suitable.
- c. In deeming someone suitable, the Employer shall first consider applicants to the position who, while not qualified according to the job posting, may possess reasonably equivalent qualifications to those on the job posting.
- d. For Instructors working on short-term contracts, in cases where two (2) or more qualified applicants have the same seniority, the senior applicant shall be determined by the Union.

- 14.08 Except in exceptional circumstances such as: (a) an employee withdraws from a work assignment; (b) an unanticipated work assignment occurs; (c) when a work assignment becomes available after the first day of classes as a result of illness or resignation; (d) when a work assignment is offered to an applicant who then declines to accept it; the employer shall notify successful applicants at least one (1) week prior to the start date of an appointment.
- 14.09 The Employer shall notify the unsuccessful bargaining unit member applicants within four (4) working days of the final selection and acceptance by the candidate for the position.
- 14.10 If the Employer cancels a part-time appointment prior to the start of an appointment it will pay the employee a cancellation stipend of 5% of the value of the appointment cancelled. If the part-time contract is cancelled after the start of the appointment, the employee will be paid a cancellation fee of 5% or a pro-rated amount equal to the percentage of the work performed, whichever is greater.

## **Article 15: Probationary Period**

- 15.01 A member shall be considered probationary until s/he has been appointed and worked as a bargaining unit member employee in two (2) academic terms.

It is further understood that the University may extend the probationary period for an additional one (1) academic term. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension. It is understood that members who have worked in the bargaining unit for longer than two (2) academic terms at the time of certification of this bargaining unit will be deemed to have served the probationary period.

- 15.02 A member shall be informed in writing, with a copy to the Bargaining Unit President, upon the successful completion of their probationary period.
- 15.03 It is understood that probationary employees are subject to a lesser standard of just cause and may be terminated at any time during the probationary period at the sole discretion of the University. Such discipline or discharge will be done in good faith and in a non-arbitrary fashion.

#### **Article 16: Seniority**

- 16.01 Seniority shall be calculated based on the members first day of work in the Bargaining Unit.
- 16.02 Seniority will operate on a bargaining unit wide basis.
- 16.03 The University shall establish and maintain the seniority list as follows:
  - a. The seniority list shall be arranged from the most senior to the least senior, indicating each member's name and seniority date only.
  - b. The seniority list shall be updated on May 1<sup>st</sup> and November 1<sup>st</sup> of each year.
  - c. A copy of the updated seniority list shall be sent to the Bargaining Unit President on May 1<sup>st</sup> and November 1<sup>st</sup> of each year.

#### **16.04 Loss of Seniority**

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

- a. If the member resigns from, or otherwise terminates their employment in the Bargaining Unit.
- b. If the member is discharged and is not reinstated through the grievance or arbitration procedure
- c. If the member is absent from work without permission and without a reasonable explanation for failing to seek such permission for three (3) consecutive working days.
- d. If the member has exhausted all of their rights under the layoff and recall provisions of this Collective Agreement, or if the member fails to return to work after being recalled from layoff within the set number of days set out in the Layoff and Recall Article.
- e. If a member suffers a break in service (i.e. does not hold a position within the Bargaining Unit) greater than twenty-four (24) months.
- f. If an employee fails to report for duty following the completion of an approved leave of absence, unless mutually agreed to in writing by the University and the employee.
- g. Upon the member's retirement.
- h. If a full-time member accepts a permanent position outside the Bargaining Unit.
- i. If a member reaches their Maximum Medical Recovery (see Article 1.16), and the member is unable to be accommodated within a Bargaining Unit position. If the University accommodates a member by placing them in a position outside of the Bargaining Unit, the University will ensure that the affected member's service with the Employer is recognized.

#### **16.05 Accumulation of Seniority**

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

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

- b. While on Pregnancy or Parental Leave
- c. While working scheduled time (which includes vacation and holidays)
- d. While on layoff and continues to maintain rights of recall
- e. During a break in service, as defined in Article 16.04 (e).

### **Article 17: Personnel File**

- 17.01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department. The file shall be available and open to the employee for inspection in the presence of a Human Resources Officer by contacting the Human Resources Department and arranging an appointment.
- 17.02 Opportunities to view a personnel file shall not be unreasonably requested, delayed and/or denied.
- 17.03 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.
- 17.04 In the event an employee is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the Bargaining Unit President, or designate, who shall be supplied, upon request, with copies of any materials contained in the file.
- 17.05 A member shall have the right to be accompanied by a Bargaining Unit representative when reviewing their personnel file.

### **Article 18: Leaves**

#### **Bereavement Leave**

- 18.01 An employee shall be entitled to a leave of absence with pay in the event of the death of a member of their family, as follows:
  - a. Five (5) consecutive working days of paid leave at their regular rate of pay in the event of a death of an immediate family member. Immediate family member is defined as one of the following: spouse; common law spouse; same-sex partner; child; spouse's child;

grandchild; foster child who is currently in the member's custody; brother; sister; father; mother.

- b. Three (3) consecutive working days of paid leave at their regular rate of pay in the event of a death of an extended family member. Extended family member is defined as one of the following: father-in-law; mother-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; spouse's grandparent; step-mother; step-father; foster parent.
- c. An extension of Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however, where possible, the employee may arrange with their supervisor to make up any time lost as a result of the extension.
- d. In the event that a full-time member wishes to attend the funeral of a relative or friend not covered by Article 18.01 (a) or (b), the member may do so by arranging to use vacation or lieu time, or by arranging with their supervisor to make up any lost time.
- e. In the event that a part-time member wishes to attend the funeral of a relative or friend not covered by Article 18.01 (a) or (b), the member may do so by arranging with their supervisor.

## **Jury and Witness Duty**

- 18.02 Employees shall be granted leave with pay and without loss of benefits, seniority or experience to serve as a juror or a subpoenaed witness in any proceeding.
- 18.03 Employees called for Jury Duty or an employees who are subpoenaed by the Court to serve as a witness shall absent themselves from work to carry out their duties. Such an employee shall pay to the Employer the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for their standard scheduled hours for such absence at their basic hourly rate of pay.

## **Union Leave**

- 18.04 Union leave shall be granted, upon request, for the purpose of carrying out Union business. Such leave shall be in accordance with the terms and conditions set out in this Article.
- 18.05 Union leave shall be granted to representatives of the Bargaining Unit for the purpose of carrying out Union business for up to a total of twenty-four (24) days per year for the Bargaining Unit. The Union and University may mutually agree to increase the number of days available to Bargaining Unit members under this article (18.05). It is understood by the parties that such leave is exclusive of other union leaves outlined in this Article. The President of the Bargaining Unit shall make a written request to the appropriate supervisor and Human Resources for individual Bargaining Unit representatives. Such request shall be made as soon as possible and not later than two (2) weeks prior to the commencement of the planned leave using a form provided by the Employer. The Bargaining Unit shall reimburse the Employer for the cost of such member on leave as outlined in 18.05.
- 18.06 For the purpose of 18.05 there shall be a maximum of two (2) members on leave at any one time.
- The Bargaining Unit may request specific exceptions to the limits outlined in this Article (18.06) and the Employer will not unreasonably deny such a request. Any exceptions must be agreed to in writing.
- 18.07 Union leave shall be granted to representatives on University joint committees which meet during the normal workday of the member. Such leave shall not be deducted from the days outlined in 18.05. There shall be no reimbursement to the University for members attending such meetings.
- 18.08 Any employee elected, employed or appointed to a position in the Union is entitled to a renewable unpaid leave of up to one (1) year. For the purpose of this clause, the Union shall include the local executive, the Canadian Labour Congress, the Ontario Federation of Labour and the Ontario Division or the National body of the Canadian Union of Public Employees. Members shall continue to accrue seniority while on Leave under Article 18.08.

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

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

At the end of the period of leave granted in 18.08 the part-time member shall return to the same part-time position held prior to the leave, if it still exists, or to a similar part-time position that may be available.

### **Religious Holidays**

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

- a. The holiday may be observed as an unpaid day, however the employee may arrange to use vacation or lieu time, or arrange with their supervisor to make up any time lost as a result of observing the holiday.
- b. The employee shall be required to provide their supervisor with reasonable written notice of their intent to observe the holiday and must ensure that adequate arrangements have been made with their supervisor prior to the holiday.

### **Sick Leave**

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

- 18.12 It is understood that not all illnesses and injuries require an employee to be absent from work. However, if a permanent employee is unable to attend work as a result of their illness or injury, they shall be entitled to regular earnings and benefits for up to 105 days per illness/injury. These days are intended to allow a member's regular earnings and benefits to continue until the member is able to return to work. A part-time employee will have salary maintained for up to five (5) working days each 15 week term or equivalent.
- 18.13 The member shall inform their supervisor as soon as possible of their illness so adequate arrangements can be made to fulfill the member's duties. It is understood that members should make every reasonable effort to contact their supervisor directly (e.g. phone or voice mail) in the event they cannot attend work due to illness at the earliest opportunity.
- 18.14 For absences of three (3) days or more, or when a member is absent repeatedly over a period of time, the Employer may, with reasonable notice, request the member to provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform their duties. If there is a charge for obtaining the medical certificate, the Employer shall reimburse the employee for such cost.
- 18.15 In the event the permanent member remains unable to perform their duties and attend work as a result of illness or injury after 105 days, they are eligible to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan.

### **Personal Leaves of Absence – Permanent Full-time**

- 18.16 Unpaid leaves of absence of up to one (1) year may be granted to full-time members of the Bargaining Unit for a variety of reasons such as educational leave, extended vacation time, extended parental leave, child or elder care needs, or other personal reasons. This leave may be granted to full-time members under the following conditions.
- a. The leave must be requested in writing to the supervisor with a copy to Human Resources.
  - b. The written request must include the start and expected return date of the leave as well as the reason for the leave.

- c. Full-time members shall give at least sixty (60) calendar days prior written notice for a leave of more than two (2) weeks, and at least thirty (30) calendar days prior written notice for a leave of two (2) weeks or less, except in cases where the member cannot reasonably anticipate the need for the leave in these cases the member shall provide as much notice as possible prior to the requested commencement of the leave.
- d. Normally, personal leaves of absence intended to extend vacation by twenty (20) working days or less will be dealt with through Voluntary Reduction (see Article 21.08); however, the Employer will consider these requests in the context of a personal leave of absence in exceptional and extenuating circumstances.
- e. Full-time members may apply for an unpaid personal leave of absence from their position to accept a temporary non-bargaining unit position at Brock University for a period of one (1) year or less. If the position is converted to a permanent position and/or the member accepts an ongoing position during the leave, the member will be deemed to have resigned and their seniority shall be terminated. Employees who accept alternate employment outside of the University during their leave shall have their seniority terminated.
- f. The full-time member may continue benefits coverage during the leave by reimbursing the University for the cost of benefits coverage during the leave.
- g. Except in exceptional or extenuating circumstances, leaves shall not be renewed or extended.
- h. Leaves under this Article shall be granted at the sole discretion of the University. The University shall not unreasonably deny a request for such leave, but may do so for reasons including the operational needs of the University or an inability to reasonably accommodate the leave. It is understood by the Parties that a leave that appears to be requested continually for the same time period each year (e.g. the whole summer) may be denied as an unreasonable request.

## **Miscellaneous Leaves**

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

## **Family Responsibility Leave**

- 18.18 The purpose of this leave is to assist members with balancing their family and work responsibilities. The following conditions apply to the use of this leave:
- a. The Parties understand that Sick Leave is only to be used for a member's own illness and Family Responsibility Leave is to be used for other family responsibilities.
  - b. Leaves will be approved unless precluded by operational requirements.
  - c. Three (3) days per calendar year of Family Responsibility Leave without pay will be available to each member of the Bargaining Unit.
  - d. The Leave must be used in blocks of time not less than one (1) calendar day.
  - e. If possible, the Leave must be requested in advance. Otherwise the member must contact her supervisor at the earliest opportunity.
  - f. Unused Family Responsibility Leave will not accumulate from one year to the next if not used.
  - g. In addition to Family Responsibility Leave, Permanent Full-time and Permanent Part-time member may apply for an unpaid leave of absence (Article 18.16) to accommodate their family responsibilities.
  - h. Family Responsibility Leave shall not be unreasonably sought by a member nor denied by the Employer.

## **Pregnancy/Parental Leave**

The following clause is applicable to Permanent Full-time and Permanent Part-time employees only:

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

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

### **18.21 General Provisions for Pregnancy or Parental Leave**

- a. Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.
- b. Seniority shall continue during any term of pregnancy or parental leave.
- c. The Employer shall continue to pay the Employer's portion of benefits and pension during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of the costs, if there is such cost.
- d. At the discretion of the Employer, pregnancy or parental leave may be granted to any employee who has not been employed with the University for thirteen (13) weeks.
- e. An employee returning from pregnancy or parental leave shall return to their previous position, if it exists, or a comparable position following the Layoff and Recall procedure in Article 24.

### **18.22 Supplementary Employment Benefit**

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

- a. Has been continuously employed by the University for at least twelve (12) months; and
- b. Has applied for and received Employment Insurance benefits.

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

- a. During the first two (2) weeks of the leave the Employer shall continue to pay the employee their regular wage.
- b. During the remaining fifteen (15) weeks of the leave the Employer shall pay the employee 95% of their regular wage, less Employment Insurance benefits.

18.24 A male member who assumes the primary childcare responsibility upon the birth or adoption of a child shall be entitled and eligible for a parental leave as specified under Articles 18.22 and 18.33.

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

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

18.27 A male employee who assumes the primary childcare responsibility as specified in Article 18.24 shall, where possible, provide the Employer with at least one (1) months notice of the date upon which the employee intends to begin his leave.

18.28 **Pregnancy/Parental Leave**

The following clause is applicable to part-time employees only

- a. Pregnancy and parental leave shall be granted to members in accordance with the Ontario Employment Standards Act.
- b. Pregnancy related illness will be managed in accordance with the Sick Leave provisions outlined in Article 18.
- c. Seniority shall continue during any term of pregnancy or parental leave.
- d. Any member who assumes the primary childcare responsibility upon the birth or adoption of a child shall have

the right to the pregnancy and parental leave benefits of this agreement.

- e. A paid paternity leave shall be granted to any member who becomes a father by the birth or adoption of a child. Such leave shall be for a period of up to five (5) consecutive calendar days.
- f. An employee who is eligible for pregnancy/parental leave shall provide the Employer with at least one (1) months notice of the expected start date of the leave, together with a medical certificate estimating the date of the delivery.

### **Family Medical Leave**

- 18.29 Family Medical Leave specifically refers to the Family Medical Leave as provided under Ontario's Employment Standards Act.
- 18.30 In situations where a full-time member of the Bargaining Unit qualifies for Employment Insurance Compassionate Care Benefits, the full-time member will be placed on a leave without pay for the duration of Family Medical Leave. During the two (2) week waiting period for the Employment Insurance benefits to commence, the full-time member may choose to take a leave without pay, or the full-time member may choose to have the Employer maintain their salary. If the full-time member chooses to have their salary maintained during the two (2) week waiting period, the full-time member will arrange to make up this time by 1) using vacation or lieu time; 2) arranging for an agreed to flexible hours schedule consistent with Article 21.06; or 3) by using/purchasing Voluntary Reduction days under Article 21.07.

### **Conference Leave**

- 18.31 Members shall be entitled to paid leave of up to two (2) consecutive working days per academic year to attend a conference related to ESL Services.

### **Article 19: Health and Safety**

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

- 19.02 The Parties recognize their obligations under the Ontario Occupational Health and Safety Act and its accompanying regulations. The Parties also recognize their obligations under the University's Occupational Health and Safety Policy.
- 19.03 When supervising students or other employees of the University, members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.
- 19.04 The Parties agree that the Bargaining Unit shall have the right to raise Health and Safety issues at Labour Management Committee meetings. The University shall investigate such issues brought forward for discussion and report back to the Bargaining Unit.
- 19.05 The Collective Agreement between Brock University and CUPE, Local 4207 (Unit 1) currently provides for up to two union appointed representatives from that Bargaining Unit on the University's Joint Health and Safety Committee (JHSC). Subject to the approval of CUPE, Local 4207 (Unit 1), a member of CUPE, Local 4207 (Unit 2) or a member of CUPE, Local 4207 (Unit 3) may serve as one of these two representatives on the University's JHSC.
- 19.06 The University will offer opportunities for members of the Bargaining Unit to be trained with respect to Health and Safety, including need to know information on safety procedures, at Brock University. Members may complete this training once every two (2) years.

### **Occupational Illness/Injury - WSIB**

- 19.07 The Parties recognize the responsibility of individual members of the Bargaining Unit and the Employer to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act.
- 19.08 A permanent member who is on a WSIB absence shall have the right to return to her/his position, if it exists, for a period of two (2) years from the start of the WSIB Claim. If the member's position no longer exists they shall be entitled to exercise their rights under the Layoff and Recall Article 24.

A part-time member who is on a WSIB absence shall have the right to return to her/his position, if it exists, for the remaining period of the member's part-time appointment.

- 19.09 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.
- 19.10 Prior to finalizing the timely and safe return to work plan, the Employer shall consider, among other factors, the member's pre-injury job classification and skills, current functional abilities, and work demands in the department.
- 19.11 The Union shall participate in return to work meetings.

### **LTD – Permanent Employees**

- 19.12 A permanent member who is on LTD absence shall have the right to return to her/his position, if it exists, for a period of two (2) years from the start of the LTD Claim. If the member's position no longer exists they shall be entitled to exercise their rights under the Layoff and Recall Article 24.
- 19.13 If two (2) years have elapsed or if the Employer has been advised that the employee has reached her/his Maximum Medical Recovery and is unable to return to her/his position, the position shall be posted if it still exists.
- 19.14 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.
- 19.15 Prior to finalizing the timely and safe return to work plan, the Employer shall consider, among other factors, the member's pre-injury job classification and skills, current functional abilities, and work demands in the department.
- 19.16 The Union shall participate in return to work meetings.

### **Article 20: General**

- 20.01 Members of the Bargaining Unit shall not be required to personally pay for textbooks or other course materials that the University requires for the member to discharge their duties. To the extent possible, the Employer shall provide members with textbooks and other course materials in advance of the commencement of classes.

## **20.02 Travel Allowance**

- a. Members who are required to use their own vehicle in the normal course of their employment at the University shall be reimbursed for mileage at the University's current mileage rate.
- b. Members shall submit mileage reports to the University, on a form provided by the University, in order to receive mileage payments.
- c. Employees shall not be required to transport students, unless it is within the scope of their job duties. Members whose job responsibilities involve transporting students shall not be required to use their own vehicles. If a member is required to transport students in the course of their job responsibilities, the member may request the use of a rental vehicle.

20.03 The employer shall provide e-mail accounts to all permanent employees for the duration of their permanent appointment. For purposes of communication and information within the University, part-time employees with seniority shall be provided with e-mail accounts which are in effect for a period of twelve (12) months from the date of appointment. The parties acknowledge and agree that the 12 months extension of e-mail service to part-time employees is not intended to change the status of their part-time employment or any other term and condition of part-time employees as described in this collective agreement.

20.04 The Employer shall provide adequate work space to all members of the Bargaining Unit including adequate space for consultations with students.

## **Article 21: Workload**

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

## Hours of Work

- 21.02 a. The normal workweek for full-time employees shall be thirty-five (35) hours per week.
- b. The normal teaching workload for Permanent Part-time employees shall be thirty nominal hours (30) per week.
- c. The normal teaching workload for full-time employees shall be nine (9) courses per year. Normally this shall consist of three (3) courses in the Fall term, three (3) courses in the Winter term, and three (3) courses in the Spring term.
- d. Associated with the position of part-time instructor is a nominal workload of 150 hours per course per term. This nominal workload is normally made up of scheduled contact time with students and non-classroom time. The following duties currently in the ESL Part-time Instructor job description will be deleted effective from the signing of the Collective Agreement: 1) "Duties Relating to TESL Program" on page 2; and 2) "Administrative and Non-Teaching Duties" on page 3.
- Upon request by an Instructor, the Employer and the Instructor will review the workload for the course to ensure that assigned duties can be completed within the assigned workload of 150 nominal hours as outlined above. If it is determined that the work cannot be completed within the assigned time, the Employer may either 1) amend the contract to provide enough nominal hours to complete assigned duties; 2) provide additional resources (e.g. part-time ESL Instructors) to assist the member in completing the work within the assigned time; or 3) confirm the original workload assignment. In the case that the employer confirms the original workload assignment, the employee may request written instruction on how to complete the duties in the assigned time. If requested by the employee, the employer shall provide such written instruction.
- e. Specific course appointments will be allocated to members based on seniority, with the most senior members having first choice of courses.

- f. Members may work up to four (4) courses per term. Full-time and Permanent Part-time employees shall be paid an additional stipend for each additional course to which they are appointed. A fourth course shall be offered to members in order of seniority, with offers first going to members with the highest seniority. It is understood that members shall be offered a fourth course for two consecutive terms, and shall not be offered a fourth course again until every member who holds a seniority date has been offered a fourth course for two consecutive terms. No member shall be offered a fourth course in any term until all members have been given the opportunity to take a full load of three courses in that term.

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

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

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

### **Flexible hours – Permanent Full-time Employees**

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

- a. The Parties recognize that departments have an obligation to provide the highest level of service possible to students and the University Community in general. Any request for flexible hours must consider this obligation and may be denied by the University if service is adversely affected.
- b. The Parties recognize that the University has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a member's department is open. Any request for flexible hours must consider these requirements and

may be denied by the University if operational needs are not being met.

- c. An agreed to flex hour schedule shall ensure the hours worked are within the hours outlined in this Article and shall ensure that lunch and break times are incorporated within those hours.
- d. An agreement for an employee to work flexible hours shall not be considered to be an ongoing commitment. Agreements to work flexible time may be time limited (e.g. for only the summer months) or may be terminated by the University if circumstances, service commitments or the operational requirements within an affected department change.
- e. An employee's flexible hours shall not be terminated without reasonable consultation and notice to the affected employee and the Bargaining Unit. Such consultation shall include the reasons for such termination.

### **Voluntary Reduction – Permanent Full-time Employees**

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

- a. The full-time member must apply annually by the November 30<sup>th</sup> prior to the calendar year in which the time will be purchased and used.
- b. The full-time member must apply in writing to their supervisor with a copy to Human Resources. Application must be made using a form supplied by the University
- c. The cost of the leave is 2% of the member's nominal annual salary for each five (5) day block of voluntary reduction purchased. The cost of the time purchased shall be spread out over the entire calendar year in question and deducted from the full-time member's pay.
- d. The full-time member's benefits will not be reduced as a result of taking voluntary reduction.

- e. The full-time member will continue to make regular (i.e. as if no voluntary reduction was being taken by the member) pension contributions and the University will continue to match those contributions in accordance with the Pension Plan
- f. The Parties are aware that pensionable service and contributions to the Pension Plan during unpaid leaves are subject to Canada Revenue Agency limits.
- g. The Parties recognize that departments have an obligation to provide the highest level of service possible to students and the University community in general. Any request for voluntary reduction must consider this obligation and may be denied by the Employer if service is adversely affected.
- h. The Parties recognize that the University has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a member's department is open. Any request for voluntary reduction must consider these requirements and may be denied by the University if operational needs are not being met.

21.08 Notwithstanding Article 21.07 (above), full-time members of the Bargaining Unit who are fifty-five (55) years of age or older at the date of application and who have accumulated at least 10 years of service to the University at the date of application are eligible to apply for a maximum of forty (40) days of voluntary reduction per calendar year. The same conditions outlined in Article 21.07 apply to these members, except as follows:

- a. Full-time-members of the Bargaining Unit shall only be able to take more than twenty (20) days of voluntary reduction for a total of five (5) years in the event that their appointments extends that far.
- b. The full-time member must apply annually by the September 30<sup>th</sup> prior to the calendar year in which the time will be purchased and used.

- c. Any application for voluntary reduction under Article 21.08 must specify how and when the voluntary reduction is to be used.

### **Overtime – Permanent Full-time Employees**

- 21.09 Employees shall be paid their regular hourly rate for their regularly scheduled hours each week.
- 21.10 Overtime shall be paid in accordance with the Employment Standards Act. Opportunities for overtime and unscheduled work assignments amongst Bargaining Unit members shall be divided as equitably as practicable.
- 21.11 Approved overtime may be taken as time off at a later date (i.e. lieu time). Lieu time shall only be taken at times mutually agreeable between the member and the University. Accumulated overtime must be taken as lieu time within ninety (90) days from the time overtime was incurred.
- 21.12 Carry over of accumulated overtime may be necessary under exceptional circumstances. In the event that overtime has to be carried forward into the next calendar year, the immediate supervisor's approval is required.
- 21.13 Approval from an appropriate supervisor must be obtained before any overtime work can be undertaken by a member of the Bargaining Unit.
- 21.14 Where possible, the University shall provide at least one (1) days advance notice of any overtime activity that may be required.
- 21.15 Overtime work shall be distributed as evenly as is practicable among those normally performing the work in the Bargaining Unit.
- 21.16 An employee who is called in to work on an unscheduled basis shall receive a minimum of three (3) hours pay for the "call back".
- 21.17 If a member of the Bargaining Unit is required to cover an ESL class to which they are not normally assigned, the University will endeavor to reschedule, reassign, and/or reduce the member's other regular duties so that the member is not required to work overtime as a result of covering additional classes. If the University is unable to reschedule, reassign, and/or reduce the

member's other regular duties, and as a result, the University instructs the member to work additional time, the member shall receive overtime in accordance with this Article (Article 21).

## **Article 22: Professional Development – Permanent Full-time**

- 22.01 The Parties recognize the importance of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through learning, skills training and professional development. The Parties recognize their joint responsibility in and commitment to active participation in the area of learning, skills training and professional development.
- 22.02 The University recognizes its responsibility to ensure members of the Bargaining Unit have the necessary skills, and are provided with any necessary training, that may be required to perform the duties and responsibilities of their position as required by the Employer.
- 22.03 The Parties recognize that, in addition to skills training, other forms of professional development may benefit both the member and the Employer. Professional Development is defined as learning and development opportunities offered through the University and the Union, including but not limited to: formal academic programs; short-term continuing education activities; certification programs; independent learning; training initiatives offered through the office of Human Resources and Environment, Health and Safety, or through the Union; and University committee participation.
- 22.04 In addition to recognizing the importance of learning, skills training and professional development opportunities, the Parties also recognize that the Employer has service and operational needs that must continue to be met. To that end, the Parties agree as follows:
- a. The Parties recognize that not all professional development opportunities offered through the University are directly related to the assigned duties and responsibilities of a Bargaining Unit member's position; however, it may still be possible for a member of the Bargaining Unit to participate in these opportunities by arranging for a flex time schedule (Article 21.07) and/or a personal leave of absence consistent with this collective agreement;

- b. The Parties recognize that ESL Services has an obligation to provide the highest level of service possible to students. Any request related to a member's involvement in a learning, skills training and/or professional development opportunity must consider this obligation and may be denied by the Employer if service is adversely affected;
- c. Requests to be involved in learning, skills training and professional development opportunities shall not be unreasonably denied by the Employer if such requests meet the provisions of Article 22.04 (b).

- 22.05 The Employer agrees to consult with the Union prior to determining the training opportunities to be offered through the Office of Human Resources and Environment, Health and Safety each year.
- 22.06 The University may develop a professional development fund for members of the bargaining unit. Professional development funds if developed and maintained may be used for legitimate skill development opportunities (such as conference presentations, attendance at conferences, etc.) and resources (such as subscriptions to relevant journals, purchase of books or other resources related to assigned work). It is understood that any materials or resources purchased with this fund require the approval of the Director and remain the property of the University. The member will submit requests for funding, including a supporting rationale, to his/her supervisor. Expenditures will only be made with the approval of the University.

### **Article 23: Job Security**

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

## **Article 24: Layoff and Recall**

- 24.01 A layoff is defined as the elimination of a Bargaining Unit position or in the case of full-time employees, an ongoing reduction in regularly scheduled hours of work for a Bargaining Unit position. For the purpose of this Article “ongoing reduction” shall be defined as a reduction in hours for more than one (1) month in a twelve (12) month period.
- 24.02 The provisions of this Article shall not apply when an employee’s appointment is expired and is not renewed.
- 24.03 In the event of layoffs, the University will identify the affected bargaining unit position(s) to the bargaining unit and the affected members in writing. The Parties shall meet in advance of the layoff(s) to discuss options to minimize the impact of layoffs and bumping. If the Parties do not agree the University shall have the right go layoff the affected employee(s) following the provisions of Article 24.04.
- 24.04 Members who are laid off will be given the following opportunities in the following order:
- a. The affected member will be given a preference in hiring over external candidates for any Bargaining unit position posted at the time of layoff or which the effected member is qualified. The Employer may utilize a qualified member on layoff to temporarily fill a vacancy during the posting process;
  - b. If there is no such position available, the affected member will be entitled to bump the most junior Bargaining Unit member who holds a bargaining unit position for which the effected member is qualified;
  - c. If there is no other Bargaining Unit member who is junior to the affected member and who holds a position for which the affected member is qualified, the affected member will be given preference in hiring for any bargaining unit position that is subsequently posted and for which the affected employee is qualified. It is understood that the provisions of Article 24.04 (c) shall only apply while the affected member maintains rights of recall (see Article 24.07).

- 24.05 A member who has been laid off and unwilling to displace another member shall be entitled to rights of recall in accordance with Article 24.07.
- 24.06 A member who is to be laid off shall be given notice as set out in the Employment Standards Act. The University may elect to pay an amount equivalent to the notice period in lieu of notice.
- 24.07 Members who have been laid off or bumped shall have the right to be recalled for twenty-four (24) months from the date of layoff.
- 24.08 Members who maintain rights of recall and accept a permanent position at the University shall lose their rights of recall.
- 24.09 If a member's recall rights expire in accordance with Article 24.07 the University will pay severance in accordance with the Employment Standards Act.

## **Article 25: Job Performance Appraisals**

**The following clause is applicable for full-time employees only.**

- 25.01 Performance appraisal is intended to be a culmination and confirmation of discussions that have taken place between the supervisor and the employee throughout the preceding period.
- 25.02 All performance appraisals shall be made in writing and signed by the evaluator, with a copy being sent to the full-time employee and the union in the event of negative reviews. The written appraisal shall be made available to the employee at the earliest possible opportunity.
- 25.03 A formal performance appraisal may be conducted once per year for employees who have completed their probationary period. Formal performance appraisals shall be completed before the end of June each year.
- 25.04 Probationary employees shall have a formal performance appraisal half way through their initial probationary period, as well as just prior to the end of their probationary period.
- 25.05 Unless otherwise mutually agreed, supervisors shall provide at least five (5) days notice to the employee prior to any formal performance appraisal and encourage the employee to provide a written summary of their work performance over the preceding

period that includes, but is not limited to: achievements; areas for improvement; areas for job related development; and performance goals for the next period.

- 25.06 Performance appraisal shall include a face-to-face meeting between the supervisor and the employee to discuss the appraisal. This meeting shall take place prior to the supervisor writing the formal appraisal.
- 25.07 A performance appraisal that determines an employee's performance is unsatisfactory shall outline: 1) the reason(s) that the employee's performance is unsatisfactory; and 2) specific recommendations for improvements necessary to achieve satisfactory performance in the area(s) determined by the supervisor.
- 25.08 If a member is to receive an unsatisfactory review, the Bargaining Unit President or designate will be notified and be present at: 1) the meeting where the member is informed that they are to receive an unsatisfactory rating; and 2) the interim meeting(s) (Article 25.13) scheduled to discuss an unsatisfactory rating.
- 25.09 Once the supervisor has completed the written performance appraisal, the employee shall be given an opportunity to sign the performance appraisal and attach written comments, if so desired, prior to the appraisal becoming a part of the employee's record.
- 25.10 If the employee disputes the accuracy or completeness of their performance appraisal they may request a meeting with their supervisor to discuss their performance appraisal prior to the supervisor confirming the appraisal and it being placed in their personnel file. Employees may also file a formal grievance if they dispute the accuracy or completeness of their performance appraisal.
- 25.11 Employees shall have the right to attach a response or written comments to their performance evaluation. Any such response or written comments will be included with the performance appraisal in the employee's personnel file. It is understood that the supervisor shall be given the opportunity to review any such response or written comment prior to the document being placed in the employee's official personnel file (as described in Article 17 – Personnel File).

- 25.12 By signing the performance appraisal, the employee is indicating a review and discussion have taken place and that they have received a photocopy of the appraisal but it does not imply agreement or disagreement on behalf of the employee.
- 25.13 If a member receives an unsatisfactory performance review, they shall not receive a PTR increase, as scheduled, in the year that they receive the unsatisfactory review. In the case of an unsatisfactory review, two (2) interim reviews will be conducted. The first interim review will be conducted three (3) months after the unsatisfactory rating and, if performance remains unsatisfactory, the second interim review will be conducted six (6) months after the initial unsatisfactory rating. If performance improves to a satisfactory level during either of these reviews, the member shall receive their PTR increase retroactive to the date the PTR increase would have normally been received. If performance is still unsatisfactory, the member shall not receive their PTR increase for the year.

## **Article 26: Holidays**

### **Permanent Full-time**

- 26.01 Permanent full-time members shall be entitled to a holiday with pay on each of the following days:

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

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

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

Any Holiday declared by the President of the University.

## **Permanent Part-time**

- 26.02 Permanent Part-time members working less than 35 hours per week will be paid for such holidays on a pro-rated basis to their nominal hours per week.

## **Part-time**

- 26.03 Part-time members shall be not be required to work on any of the following holidays:

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

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

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

Any Holiday declared by the President of the University.

## **Article 27: Paid Vacations**

### **Permanent Full-time**

- 27.01 Permanent full-time members of the Bargaining Unit shall be granted vacation according to the following schedule:

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

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

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

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

If a new full-time member of the Bargaining Unit was previously employed by the University immediately before entering this Bargaining Unit, where the information on employment history is available, the new full-time member of this Bargaining Unit will have “years of service” (for the purpose of Article 27.01 only) calculated as follows:

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

- 27.02 Full-time members of the Bargaining Unit and their supervisor shall mutually agree on when vacation time shall be taken. The members requested dates for vacation shall not unreasonably withheld.
- 27.03 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the appropriate supervisor and Human Resources.
- 27.04 A full-time member who leaves the employ of the University for any reason shall have their vacation entitlement for the year prorated to the termination date. If all or part of vacation has not been taken, the balance of such entitlement will be added to the employee’s final pay cheque. Vacation taken but not earned will be deducted from the employee’s final pay cheque.

## **Permanent Part-time**

- 27.05 In accordance with the above provisions, Permanent Part-time members working less than 35 hours per week will be paid for vacations on a pro-rated basis to their nominal hours per week.

## **Article 28: Accommodations of Persons with Disabilities**

- 28.01 Any meeting under the University's Accommodation Policy will require the participation of the University, the Union and the employee so that a full-discussion may pursue prior to determining the appropriate accommodation.

## **Article 29: Correspondence**

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

To the Employer: Associate Vice-President, Human Resources  
Brock University - ST 1240  
500 Glenridge Avenue  
St. Catharines, ON L2S 3A1

To the Union: The Executive  
Canadian Union of Public Employees, Local  
4207  
Brock University  
500 Glenridge Avenue  
St. Catharines, ON L2S 3A1

## **Article 30: Technological Change**

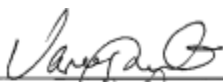
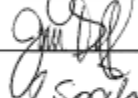
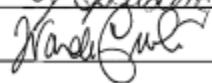
- 30.01 For the purpose of this Article, technological change is defined as a development in technology and/or equipment which, when introduced into the workplace, has a significant impact on the working conditions of those employees directly affected by it.
- 30.02 When a technological change requiring additional skills is introduced into the workplace, the Employer shall provide the employee(s), directly affected by such technological change, with training, where required. The employee shall be given a reasonable training period to satisfactorily use the new or updated technology.

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



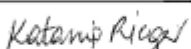
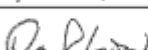
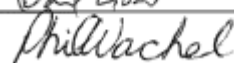
### **Article 31: Duration**

- 31.01 This agreement shall become effective on the date of certification and such agreement shall remain in effect until July 6, 2014 and from every year to year thereafter unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this agreement or any anniversary of such date.
- 31.02 IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 7th day of June, 2012.

On behalf of the Board of  
Trustees of Brock University

  
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On behalf of the Canadian Union  
of Public Employess, Local 4207,  
Unit 3

  
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## **Appendix A: Ontario Labour Relations Certification Order**

File No. 0906-11-R

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

Canadian Union of Public Employees,

**Applicant,**

- and -

Brock University,

**Responding Party.**

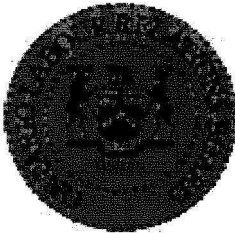
### **Certificate**

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

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

**DATED** at Toronto this 7th day of July, 2011.

ONTARIO LABOUR RELATIONS BOARD



A handwritten signature in black ink, appearing to read "Peter Gallus".

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Peter Gallus  
Registrar (Acting)

## **Appendix B: Pay Scales and Stipends**

**Scale increases** – scale increase during the life of this Agreement shall be as follows:

Effective July 7, 2011 - 2.0%

Effective July 1, 2012 - 1.5%

Effective July 1, 2013 - 1.5%

### **Permanent Full-time Employees (salary ranges):**

**July 7, 2011** - \$43,480 - \$50,410 - \$65,158

**July 1, 2012** - \$44,132 - \$51,167 - \$66,135

**July 1, 2013** - \$44,794 - \$51,934 - \$67,127

### **Permanent Part-time (annual salary):**

**July 7, 2011** - \$39,728

**July 1, 2012** - \$40,324

**July 1, 2013** - \$40,929

*Wage adjustments will be made if non-IELP courses are assigned.*

### **Part-time Employees (stipend per course):**

	<b>July 7, 2011</b>	<b>July 1, 2012</b>	<b>July 1, 2013</b>
IELP	\$3,820	\$3,877	\$3,935
PMPC	\$5,100	\$5,177	\$5,254
SELP – AHS	\$2,754	\$2,795	\$2,837
SELP – Bus	\$5,100	\$5,177	\$5,254
SELP – Exp	\$1,360	\$1,380	\$1,401
SELP – CCG	\$3,060	\$3,106	\$3,152
SELP – Saudi	\$2,550	\$2,588	\$2,627
SELP – Hok	\$803	\$815	\$827

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207 - 3

**Re: Assignment of Mentorship Duties to ESL Instructors**

The University intends and will make every effort to ensure ESL instructors will not be required to mentor more than one mentee at a time.

If additional demand for mentoring arises such that it may become necessary to assign an ESL Instructor a second mentee, the University will ensure that no ESL instructor will be assigned a second mentee until all instructors have been assigned a first mentee. Further, where a second assignment may become necessary, the University and the Union shall meet to determine any necessary adjustment of the instructor's workload.

  
University

  
Union

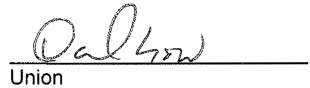
Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207 - 3

**Re: Union Representation**

The Parties agree that the two current departmental teacher representatives will cease from acting as teacher representatives transferring the role to the Vice- President of the Union and the Chief Steward of the Union.

The transferring of the roles described above will commence within 30 days of the ratification of this Agreement.

  
University

  
Union

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207 - 3

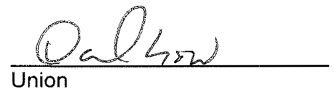
**Re: Joint Committee on Space Utilization (JCSU)**

The Parties acknowledge and agree that space utilization is a concern within ESL Services. Therefore, the parties agree to the creation of a joint four-person Space Utilization Committee of which two members will be appointed by the Union and two members will be appointed by the University.

The JCSU will have a one-year mandate unless otherwise agreed by the parties. JCSU will commence within 30 days of the ratification of this Agreement. At the end of one year period the JCSU will provide a report to the Union and the University.

The mandate of JCSU is to collect, review, and recommend space utilization options based on review of internal space utilization practices and external comparisons with other Ontario Universities of similar size and range of programs within ESL Services.

  
University

  
Union

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207 - 3

**Re: Work Responsibilities that may be performed  
outside of the workplace**

By June 30, 2012 the parties shall jointly review with the view of determining duties and responsibilities of full-time instructors that may be performed outside of the workplace.

  
University

  
Union