

# Collective Agreement

between

Brock University

and the

Ontario Secondary School Teachers  
Federation District 35



May 1, 2012 to April 30, 2015

Contact Information:

Human Resources and Environment Health and Safety  
Suite 1240, Schmon Tower  
Brock University  
St. Catharines, ON L2S 3A1  
905-688-5550 extension 3274

O.S.S.T.F., District 35  
TA 448  
Brock University  
St. Catharines, ON L2S 3A1  
905-688-5550 extension 4978

## Table of Contents

<u>Article</u>		
1	Purpose and Scope	1
2	Recognition	1
3	Management Rights	3
4	Union Membership	4
5	Union Dues and Assessments	4
6	Union Rights	5
7	Union Representation	8
8	Discipline and Dismissal	8
9	No Discrimination	9
10	Personnel File	9
11	Strike and Lock-out	10
12	Staff Relations Committee	10
13	Grievance and Arbitration Procedure	11
14	Job Description	14
15	Seniority	14
16	Job Postings and Appointments	17
17	Leaves	19
18	W.S.I.B	27
19	Temporary Employment Services	28
20	Temporary Assignments	30
21	Probationary Period	31
22	Job Classification and Reclassification	32
23	Job Performance Appraisals	34
24	Health and Safety	35
25	Hours of Work	36
26	Overtime	39
27	Paid Holidays	41
28	Paid Vacations	42
29	Travel Allowance/Mileage	43
30	Pay Schedule	43
31	Technological Change	44
32	Required Qualifications	44
33	Professional Development	44
34	Layoff and Recall	46
35	Job Security	49
36	Salary, Benefits and Pension	49
37	Definitions	56
38	General	56
39	Duration of Agreement	56
Appendix A – Salary Ranges		58
Appendix B – Ontario Labour Relations Board Certification Order		61
Appendix C – Tuition Waiver and Educational Assistance Policies		62
Appendix D – Re-Classification of Unionized Positions		64

## **Article 1 - PURPOSE AND SCOPE**

- 1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the University herein after called the Parties.
- 1.02 It is the expressed desire of the Parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

## **Article 2 – RECOGNITION**

- 2.01 The University recognizes The Ontario Secondary School Teachers Federation (O.S.S.T.F.), herein after called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all Office, Clerical, Administrative, and Library Support employees at Brock University in the Regional Municipality of Niagara and the City of Hamilton classified by the University in employee groups AA-H, who are full-time, part-time, permanent, or temporary, save and except the following employees: a) supervisors; b) those above the rank of supervisor; c) those engaged in a confidential capacity related to labour relations; d) administrative and professional staff classified in employee groups I-Q; e) those employed in Human Resources, the Offices of the President (1), Vice-Presidents (1 in each office), Secretary to the University (1) and the Dean of Education (1); f) casual employees as defined by the University; g) students; and h) any employee already covered by a Collective Agreement at the University.

A copy of the Certificate issued by the Ontario Labour Relations Board, 10 July 2002, OLBR File No. 0400-02-R has been attached as Appendix “B”.

- 2.02 The Union recognizes the Negotiating Committee of the University as the official committee authorized to represent the University and to negotiate on its behalf for the purpose of this Agreement.
- 2.03 The University recognizes the Negotiating Committee of the Bargaining Unit as the official committee authorized to represent the Bargaining Unit and to negotiate on its behalf for the purpose of this Agreement.
- 2.04 The University recognizes the right of the Ontario Secondary School Teacher’s Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 2.05 The Union recognizes the right of the University to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.06 Definitions of Employment Type:
- a. **Permanent Full-Time:** Members of the Bargaining Unit who are employed on an ongoing basis for 35, 37.5 or 40 hours per week, twelve (12) months per year.
  - b. **Permanent Part-Time:** Members of the Bargaining Unit who are employed on an ongoing basis for at least fourteen (14) hours per week, twelve (12) months per year.
  - c. **Seasonal Full-Time:** Members of the Bargaining Unit who are employed on an ongoing basis for 35, 37.5 or 40 hours per week, less than twelve (12) months per year. These members work for a set period each year, for example, September to April.
  - d. **Seasonal Part-Time:** Members of the Bargaining Unit who are employed on an ongoing basis for at least fourteen (14) hours per week, less than twelve (12) months per year. These members work for a set period each year, for example, September to April.
  - e. **Limited Term Full-Time:** Members of the Bargaining Unit who are employed on a contract basis with a fixed start and end date, for 35, 37.5 or 40 hours per week for a period greater than six (6) months.
  - f. **Limited Term Part-Time:** Members of the Bargaining Unit who are employed on a contract basis with a fixed start and end date, for at least fourteen (14) hours per week for a period greater than six (6) months.
  - g. **Temporary Employment Services:** Members of the Bargaining Unit who are employed as replacement employees for secretarial and/or clerical positions that are temporarily vacant due to vacation, illness or some other form of leave, or where extra assistance is required.
  - h. **Temporary Assignment:** Temporary Assignments are consistent with Article 20 of this Collective Agreement. A Temporary Assignment is an assignment that a) replaces a member of the Bargaining Unit who is on an approved leave of absence under this Collective Agreement and who is expected to return to their position: and b) is for a period of greater than six (6) months but not more than two (2) calendar years.

- 2.07 Casual employees who are exempted from the Bargaining Unit, as per the certification order, are employees who are appointed on either a limited term basis or a timesheet for six (6) consecutive months or less.
- 2.08 Employees who are excluded from the Bargaining Unit on the basis of being casual shall become members of the Bargaining Unit if they work an average of fourteen (14) or more hours per week for a period of greater than six (6) consecutive months. These members shall be appointed to a limited term appointment.
- 2.09 Limited term positions may exist for a maximum of two (2) consecutive years. If the appointment continues beyond a maximum of two (2) years the appointment shall be converted to a permanent appointment. It is understood that this two (2) year limit does not apply to positions that are funded by a research grant or another source of external funding.
- 2.10 The University may seek an extension to the maximum length of time that a limited term position may exist under Article 2.09. The University may seek up to a one year extension by writing to the Union and providing details of the request a minimum of sixty (60) days prior to the end of the limited term position. If the parties agree to such a request, the agreement will be recorded in writing.
- 2.11 No Bargaining Unit member taking credit courses at the University shall be considered a student as defined in Article 2.01.

### **Article 3 – MANAGEMENT RIGHTS**

- 3.01 Save and except to the extent specifically modified or curtailed by any provisions of this Collective Agreement, all rights and prerogatives which the University had prior to the execution of this Collective Agreement are retained by the University and remain exclusively and without limitation within the rights of the University.

The right to manage and conduct the business of the University is vested exclusively with the University.

Without limiting the generality of the foregoing, the University's rights shall include:

- a. The right to maintain order, discipline and efficiency and, in connection therewith, to make, enforce and alter from time to time, rules and regulations, policies and practices, to be observed by its employees.
- b. The right to select, hire, assign, evaluate, promote, transfer, classify, assign to shifts, lay-off, recall, discipline, and retire employees.

- c. The right to determine, fix, alter, make studies of and institute changes in tasks, work assignments, job duties, job qualifications, work loads, job classifications, quality and quantity standards; to select and retain employees for positions excluded from the Bargaining Unit and to transfer employees into the Bargaining Unit.
- d. The right to determine: the location and extent of its operations and commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the sub-contracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide the number of hours to be worked, starting and quitting time; are solely and exclusively the right of the University.
- e. The right to determine: the services, objectives and all activities of the University; purchasing of services; the right to plan, direct, control, manage, operate, extend, curtail, limit and discontinue the organization; are solely and exclusively the right of the University.
- f. The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the University.

3.02 It is agreed that all functions not referred to or limited by this Collective Agreement shall be considered residual to 3.01.

3.03 The University shall exercise its rights herein in a manner that is fair, reasonable and consistent with the terms of this Collective Agreement, and in accordance with relevant legislation governing employment in the Province of Ontario.

#### **Article 4 - UNION MEMBERSHIP**

4.01 Members of this Bargaining Unit shall, as a condition of employment, maintain their Union membership.

4.02 Nothing in this Collective Agreement shall require the University to discharge an employee or impose disciplinary sanctions against an employee on behalf of the Union.

4.03 All employees covered by this Agreement shall pay Union dues.

#### **Article 5 – UNION DUES AND ASSESSMENTS**

5.01 The University will deduct from each employee O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount as follows:

- a. for Temporary Employment Services employees, on each date, which an employee receives a pay cheque; and
  - b. for all other employees, at the end of every month
- 5.02 The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the University at least thirty (30) days prior to the expected date of change.
- 5.03 The O.S.S.T.F. dues deducted in accordance with 5.01 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were 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.
- 5.04 Dues specified by the Bargaining Unit in accordance with 5.01, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 35, no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were 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.
- 5.05 O.S.S.T.F. 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 O.S.S.T.F. and/or the Bargaining Unit.

## **Article 6 – UNION RIGHTS**

- 6.01 The University shall provide six (6) bulletin boards for the use of the Bargaining Unit at appropriate locations throughout the University's Glenridge campus. In addition, the University shall provide one (1) bulletin board at each off-campus location that employs five (5) or more members of the Bargaining Unit. Notwithstanding the foregoing, a bulletin board shall be provided at the Hamilton Campus and Brock Research and Innovation Centre. The bulletin boards shall be for the use of official Union notices only.
- 6.02 The University agrees to acquaint new employees with the fact that a Collective Agreement is in effect, provide them with a copy of the Agreement, and provide the new employee with the name, work location, and phone number of the Bargaining Unit President.

6.03 Preparation of the Collective Agreement:

- a. The University agrees to prepare and provide copies of this Collective Agreement within sixty (60) days of the signing of said Collective Agreement.
- b. The University shall provide the Bargaining Unit with two hundred (200) copies of the Collective Agreement for distribution to current members as well as making the text of the Collective Agreement available on the Human Resources web site ([www.brocku.ca/hr-ehs](http://www.brocku.ca/hr-ehs)) and provide the Bargaining Unit with an electronic version of the Collective Agreement.
- c. The University shall provide each future member with a copy of the Collective Agreement at the time of hire.
- d. The cost associated with printing copies of the Collective Agreement for members of the Bargaining Unit (i.e. Article 6.03 (b)) will be shared by the Parties. All other costs associated with the printing the Collective Agreement shall be paid by the University.
- e. Prior to printing, the Parties shall mutually agree to the composition and design of the Collective Agreement.

6.04 By February 1<sup>st</sup>, June 1<sup>st</sup> and October 1<sup>st</sup> of each year, the University shall provide a report to the Bargaining Unit President that includes the following information for all Bargaining Unit members:

- a. name;
- b. department;
- c. home address;
- d. telephone number;
- e. employee type;
- f. job grade; and
- g. employee status and return date (if applicable).

6.05 The Bargaining Unit shall be allowed to carry out Union business on the University's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings and executive meetings between representatives and members of the Bargaining Unit. The University shall permit the Bargaining Unit to book University rooms through conference services for business meetings of the Bargaining Unit on the same basis as other internal users. O.S.S.T.F., District 35 will be responsible for any set up costs associated with the room booking.

6.06 It is recognized that the Bargaining Unit President, or designate, may, from time to time, be required to leave their job to provide Union

representation to members of the Bargaining Unit as outlined under this Agreement. The Bargaining Unit President, or designate, shall obtain permission from his/her supervisor before absenting himself/herself from his/her place of work. Subject to operational requirements, permission shall normally be granted. Should operational requirements preclude the Bargaining Unit President, or designate, from attending the meeting, at the Union's request, the meeting shall be rescheduled to a more suitable time.

- 6.07 The Bargaining Unit shall have the use, free of charge, of the internal University postal services. External mailing costs of the Bargaining Unit shall be borne by the Bargaining Unit.
- 6.08 The Bargaining Unit shall also have the right to the use of the University's e-mail systems and fax machines. It is understood that the use of these systems shall be for official University and/or Union business only. The costs associated with the use of University fax machines for Union business shall be borne by the Bargaining Unit.
- 6.09 Any official correspondence from the University to the Bargaining Unit shall be directed to the Bargaining Unit President. Any official correspondence from the Bargaining Unit to the University shall be addressed to the Associate Vice President, Human Resources, or someone specifically designated by the Associate Vice President, Human Resources, unless otherwise stated in this Agreement.
- 6.10 The University will notify the President of the Bargaining Unit, in writing, when a member:
  - a. is hired;
  - b. is promoted;
  - c. is demoted;
  - d. is transferred;
  - e. is laid off;
  - f. is recalled;
  - g. is disciplined;
  - h. is put on review (i.e. receives an unsatisfactory performance review – see Article 23.08);
  - i. is terminated;
  - j. retires; or
  - k. otherwise leaves the employ of the University.

Notice will be sent to the Bargaining Unit President by way of copying the President on the notice sent to the member. Such notice will be forwarded to the Bargaining Unit President within ten (10) working days, or whatever other time limit may be specified in other relevant articles of this Agreement, of the notice being sent to the employee.

- 6.11 There shall be an O.S.S.T.F. office for the sole purpose of the Bargaining Unit on the University's Glenridge Campus at no charge to the Bargaining Unit. During the life of this Collective Agreement, the office assigned to the Union shall be TA448, or some other mutually agreeable space on the Glenridge Campus. The cost of the phone line and long distance charges (phone and fax) shall be borne by the Bargaining Unit at internal University rates.
- 6.12 The University shall provide web links to copies of relevant employment related provincial and federal legislation, as well as a web link to the Bargaining Unit on the University's website.

## **Article 7 – UNION REPRESENTATION**

- 7.01 The Bargaining Unit shall provide the University with the names of the members of its Executive and the name of Bargaining Unit Representatives who may represent a member at a meeting with the University. The Bargaining Unit shall also provide the name of a member who sits on any joint committees as the representative of the Bargaining Unit.
- 7.02
- a. In the years when the Collective Agreement is being re-negotiated the Bargaining Unit may establish a negotiating committee of up to four (4) members of the Bargaining Unit, excluding persons acting on behalf of or assisting the team.
  - b. Employees who are members of the Bargaining Unit's negotiating team shall be treated in all respects during time spent negotiating as if they were actively at work. There shall be no charge to the Bargaining Unit for members of the negotiating team attending scheduled negotiating meetings.

## **Article 8 – DISCIPLINE AND DISMISSAL**

- 8.01 No employee shall be disciplined without just cause.
- 8.02 Any disciplinary action shall be measured against the severity and frequency of the violation along with any aggravating and/or mitigating circumstances. Discipline shall be progressive except in very serious infractions.
- 8.03
- a. Prior to any disciplinary action being initiated, the University will convene a meeting between the Supervisor and the employee to discuss the reasons for taking any disciplinary action against the employee. The employee shall be informed of their right to Union Representation and may discuss the matter privately with the Union Representative, at a place on the premises, prior to the meeting.

- b. The University will inform the Bargaining Unit of the date, time and location of the meeting.
- c. Disciplinary meetings shall not occur without Union representation present. However, it is recognized that in exceptional circumstances, where the employee must be removed from their work location immediately due to the severity of their actions, it may be necessary to suspend or discharge an employee without Union representation. In these cases, the University will notify the Bargaining Unit as soon as possible of the suspension or discharge and convene a meeting to discuss the matter within two (2) working days.

- 8.04 Any warning, reprimand or other discipline shall be confirmed in writing to the employee within ten (10) working days of the meeting outlined in 8.03 (c), above. In cases where information regarding discipline and/or discharge is being sent to an employee's home address it shall be sent in a manner which requires a signature for receipt. A copy of any warning, reprimand or other discipline shall be forwarded to the Bargaining Unit at the same time as the letter is forwarded to the employee in question.
- 8.05 The employee may respond to the letter mentioned in 8.04 in writing within ten (10) working days of receipt of said letter and such response shall form part of the record.
- 8.06 In imposing discipline on a current charge, the University will not take into account any infractions for which any disciplinary letters were issued earlier than two (2) years prior to the imposition of the current charge, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current charge. Upon request of a member, any disciplinary letter placed in the member's personnel file shall be removed from the file if no discipline is on record for the previous twenty-four (24) month period.

## **Article 9 – NO DISCRIMINATION**

- 9.01 There shall be no discrimination or harassment against any employee based on any of the grounds covered by the Ontario Human Rights Code.
- 9.02 The Parties also recognize their rights and responsibilities under the University's Respectful Work and Learning Environment Policy.
- 9.03 The University shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.

## **Article 10 – PERSONNEL FILE**

- 10.01 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.

- 10.02 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.
- 10.03 In the event an employee is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the Bargaining Unit President, or designate, who shall be supplied, upon request, with copies of any materials contained in the file.
- 10.04 A member shall have the right to be accompanied by a Bargaining Unit representative when reviewing his/her personnel file.
- 10.05 Requests to review a personnel file shall not be unreasonably denied. The University reserves the right to limit the number of personnel file reviews per week.

#### **Article 11 – STRIKE AND LOCK-OUT**

- 11.01 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.
- 11.02 No Bargaining Unit member shall be required to perform work of another employee who is on strike.

#### **Article 12 – STAFF RELATIONS COMMITTEE**

- 12.01 There shall be a Staff Relations Committee consisting of up to three (3) members appointed by the University and up to three (3) members appointed by the Bargaining Unit.
- 12.02 The committee shall meet as required at the request of either Party to discuss matters of common concern. A meeting shall be convened within five (5) working days of a request by either Party, unless otherwise agreed.
- 12.03 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 Staff Relations Committee meetings.

## Article 13 – GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01 The Parties shall be bound by this Article and shall promptly implement all decisions arrived at under the procedures described in this Article.
- 13.02 Definitions:
- a. **Individual Grievance** - A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
  - b. **Policy Grievance** - defined as involving a question of general application or interpretation of this Agreement.
  - c. **Group Grievance** - defined as a grievance that involves more than three (3) employees or employees reporting to different supervisors.
  - d. **University Grievance** – defined as a grievance initiated by the Employer.
- 13.03 A Policy grievance, Group grievance, University grievance, and/or any grievance involving suspension or dismissal shall be initiated at Stage 2.
- 13.04 A grievance involving health and safety shall be initiated at Stage 1.
- 13.05 The Union shall have carriage of all Bargaining Unit initiated grievances. The University shall deal only with the Bargaining Unit with respect to a grievance. A representative of the Bargaining Unit shall be present at all stages of the formal complaint, grievance and arbitration procedures.
- 13.06 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.
- 13.07 The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process.
- 13.08 **Informal Complaint Stage**
- a. It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed the complaint with his/her immediate supervisor without satisfaction. The employee may, if he/she wishes, be accompanied by the Bargaining Unit President or designate. If there are unsatisfactory

results from such discussion a grievance may be filed. Should any difference arise between the University 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 it is not possible to first discuss the complaint with the supervisor, due to the circumstances of such complaint, the Parties may, by mutual agreement, bypass the informal complaint stage.

- b. If a formal grievance is to be filed, it shall be initiated within ten (10) working days of the date of the employee or the Bargaining Unit having knowledge of the act in question. Grievances filed by the Bargaining Unit shall be filed in writing to the appropriate Division Head and Human Resources.

### **13.09 Stage 1**

- a. Within ten (10) working days of the initiation of a grievance, the appropriate Division Head or his/her designate, and the President of the Bargaining Unit, or his/her designate, shall meet to attempt to resolve the grievance. It is understood that the Division Head may choose to invite the appropriate supervisor to attend this meeting.
- b. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- c. 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 13.03 (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.

### **13.10 Stage 2**

- a. Within ten (10) working days of the initiation of a grievance to Stage 2, the Executive Director of Human Resources, or his/her designate, and the President of the Bargaining Unit, or his/her designate, shall meet to attempt to resolve the grievance.
- b. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- c. 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 13.10 (b), 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 (13.10(b)).

### **13.11 Grievance Mediation**

- a. At any stage in the grievance procedure, the Parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- b. The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- c. The cost of Grievance Mediation Officers services will be jointly shared by the Parties.

### **13.12 Arbitration**

- a. If the grievance is still not settled, the Bargaining Unit will notify the University, or in the case of a University grievance, the University will notify the Bargaining Unit, within twenty (20) days of the reply in Stage 2, of their desire to proceed to arbitration.
- b. Upon receipt of the notice to proceed to arbitration, the Parties will attempt to agree upon an arbitrator. If no agreement can be reached within fifteen (15) working days, either Party may request that the Minister of Labour appoint an arbitrator.
- c. The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.
- d. The decision of the arbitrator will be final and binding on the Parties.
- e. The University and the Union will share equally the cost of the Arbitrator.

**13.13** Normally, all grievances that are referred to arbitration will be heard by a single arbitrator (Article 13.12). However, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration using the following process:

- a. The Party making the request to go to arbitration shall include the name of their appointee to the Arbitration Board in their notification. The other Party shall have five (5) working days to respond providing the name of their appointee.
- b. The nominees will then attempt to agree upon a Chair and if they cannot agree within a further fifteen (15) days, then such Chair shall be appointed by the Minister of Labour at the request of either Party.
- c. Each of the Parties hereto shall bear the expense of the nominee appointed by it and the Parties shall jointly bear the expense of the Chair.
- d. The proceedings of the Arbitration Board will be expedited by the Parties hereto and the decision of the majority of such Board will be final and binding on the Parties hereto. In case there is no majority of the Board, then the decision of the Chair shall be similarly final and binding.

#### **Article 14 – JOB DESCRIPTION**

- 14.01 The establishment of a job description for a new position shall be the responsibility of the University.
- 14.02 Upon request of individual members of the Bargaining Unit, the University shall provide an electronic copy of the member's most recent job description for the position they hold. A printed copy will be provided if requested by the member.
- 14.03 Each time a new position is created or changed, the job description shall be forwarded electronically to the President of the Bargaining Unit and to the incumbent.

#### **Article 15 – SENIORITY**

- 15.01 Seniority for members of the Bargaining Unit shall be determined as follows:
  - a. Seniority for all new permanent, seasonal, and limited term members shall be calculated based on the employee's first day of work in the Bargaining Unit.
  - b. Seniority for Temporary Employment Services employees shall be calculated based on the number of hours that each individual member works as a TES member. The "number of hours that each individual member works as a TES member" includes any hours worked under a Limited Term or Temporary Appointment covered by this Collective Agreement.

- c. At the time more than one (1) new employee is added to the seniority list the rank order shall be determined in the following order:
  - i. Previous service with the University in a position within the Bargaining Unit;
  - ii. Previous service with the University in a position outside of the Bargaining Unit;
  - iii. If still tied, by lot, in a manner mutually agreed by the Parties.

15.02 A probationary member of the Bargaining Unit will not be placed on the seniority list during their probationary period. However, it is understood that a member will be placed on the seniority list at the successful completion of their probationary period and that the member's seniority date will be based on the member's first day of work in the Bargaining Unit (see Article 15.01).

15.03 When a member of Temporary Employment Services becomes a permanent, seasonal or limited term member of the Bargaining Unit, seniority shall be calculated as follows:

- a. The total number of hours of seniority accumulated in the Temporary Employment Services pool (see Article 15.01 (b)) will be divided by 142.5 hours to determine an equivalent number of months' service.
- b. The number of months' service will be rounded up to the nearest half month. This number of months will then be added to the employee's start date in their permanent, seasonal or limited term position within the Bargaining Unit to determine their seniority date, vacation entitlement and placement on the salary grid.

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

- a. The seniority list shall be arranged from the most senior to the most junior, indicating each member's name and seniority date only.
- b. The seniority list shall be updated three times annually. The seniority list shall be updated at the same time the University provides information to the Union under Article 6.04 of this Collective Agreement.
- c. A copy of each updated seniority list shall be posted on each Bulletin Board designated for O.S.S.T.F. use.
- d. A copy of each updated seniority list shall be sent electronically to the Bargaining Unit President.

- 15.05 Any questions as to the accuracy of the seniority list must be submitted to Human Resources, in writing, within thirty (30) working days of the list being posted, with the Bargaining Unit President copied.
- 15.06 When a member contests the accuracy of his/her position on the seniority list, a Bargaining Unit representative, the member, and a Human Resources representative shall meet to clarify the position.
- 15.07 A member of the Bargaining Unit shall lose his/her seniority under the following conditions:
- a. If the member resigns from, or otherwise terminates his/her employment in the Bargaining Unit.
  - b. If the member is discharged and is not reinstated through the grievance or arbitration procedure.
  - c. If the member is absent from work without permission and without a reasonable explanation for failing to seek such permission for three (3) consecutive days.
  - d. If the member has exhausted all of his/her 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 of greater than six (6) months, in the case of a limited term member, or four (4) months in the case of a Temporary Employment Services member. It is understood that approved leaves of absence under this Agreement shall not constitute a break in service.
  - 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. If an employee retires or is retired.
  - h. If a member accepts a permanent position outside the Bargaining Unit.
- 15.08 A member will continue to accumulate seniority under the following conditions:
- a. While employed at the University and absent due to illness or injury;
  - b. While employed at the University and receiving WSIB benefits;

- c. While on an approved leave of absence as provided under this Agreement;
- d. While on Pregnancy or Parental Leave;
- e. While working scheduled time (which includes vacation and holidays);
- f. While on layoff and continues to maintain rights of recall.

## **Article 16 – JOB POSTINGS AND APPOINTMENTS**

### **Postings**

- 16.01 **Posting Period** - Vacancies that the University intends to fill shall be posted for a period of seven (7) full working days before the deadline for applications for the position.
- 16.02 **Posting Distribution** - Each job posting will be 1) posted on the bulletin board outside of the Human Resources Office; 2) posted on the Human Resources web site ([www.brocku.ca/hr-ehs](http://www.brocku.ca/hr-ehs)); and 3) sent electronically to the President of the Bargaining Unit.
- 16.03 Each job posting shall identify:
- a. the work location;
  - b. the group level;
  - c. job title;
  - d. annual salary range;
  - e. number of hours of work per week;
  - f. term of appointment where applicable;
  - g. start date if known;
  - h. requirements and qualifications of the position;
  - i. to whom applications should be sent; and
  - j. the due date for such application.
- 16.04 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.

### **Appointments**

- 16.05 In filling a posted vacancy, the University shall consider, in the order indicated:
- a. Recalling the most senior qualified member on recall.
  - b. Applications from qualified permanent, seasonal, and limited term members, and Temporary Employment Services (TES) members who have accumulated more than 1710 hours as a TES member.

- c. Applications from qualified TES members who have accumulated 1710 hours or less as a TES member.
- d. Hire from outside the Bargaining Unit.

- 16.06 If there are no qualified internal applicants for a posted position, the University shall notify those internal applicants directly that they were not successful in their application prior to the University interviewing external candidates for that position. For the purpose of Article 16.06, “internal applicants” are those applicants identified in Articles 16.05 (b) and (c), and “external candidates” are those identified in Article 16.05 (d).
- 16.07 If there are more than five (5) qualified internal applicants, they may be pre-screened by the University to establish a shortlist of at least five (5) qualified applicants.
- 16.08 The University will endeavour to hold interviews within fifteen (15) working days of the closing of the posting. If the University is unable to hold interviews within the time frame described in this Article, the University will advise the Bargaining Unit of the reasons.
- 16.09 For the purpose of 16.04, the University will base its selection of the successful applicant to fill a posted vacancy on the required skills, ability, relevant past performance, and qualifications, as outlined in the job posting. If the selection is to be made from two (2) or more applicants whose skills, ability, relevant past performance, and qualifications are considered to be relatively equal, the most senior applicant will be appointed. In the case of a TES applicant (Article 16.04 (b)), that member’s seniority date will be calculated for the purpose of the job posting in question by using the process outlined in Article 15.03.
- 16.10 Where possible, the University shall notify the successful candidate within three (3) working days of the selection decision and notify the unsuccessful candidates within four (4) working days of the final selection and acceptance by the candidate for the position.
- 16.11 Within ten (10) working days, the University shall notify the Bargaining Unit President, in writing, of the name of the successful applicant to posted positions and shall post the name of the successful candidate on the Human Resources web site.
- 16.12 Where an employee has been interviewed for a position, that employee shall receive a debriefing about his/her skills and interview upon request. The debriefing will take place during a scheduled meeting with a Human Resources representative. This scheduling of this meeting will not be unreasonably delayed.

- 16.13 The University may delay a transfer for up to thirty (30) days, for sufficient reason, after consultation with the employee and department(s) involved and the Bargaining Unit.
- 16.14 During the hiring process, the University may temporarily fill the vacancy, while considering applications from employees.
- 16.15 An employee who is the successful candidate for a temporary position, contract or leave of a six (6) month duration or longer, will not be considered for other vacancies within the first six (6) month period unless an opportunity arises that allows the employee to change his/her status to permanent or allows the employee to increase his/her work hours up to but not over forty (40) hours per week.

## **Article 17 – LEAVES**

### **Bereavement Leave**

- 17.01 An employee shall be entitled to a leave of absence with pay in the event of the death of a member of his/her family, as follows:
- a. Five (5) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of an immediate family member. 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 his/her regular rate of pay in the event of a death of an extended family member. Extended family member is defined as one of the following: father-in-law; mother-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; spouse's grandparent; step-mother; step-father; foster parent.
  - c. In the case of part-time members of the Bargaining Unit, bereavement leave shall be prorated to reflect the number of hours worked per week.
  - d. An extension to the Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however the employee may arrange to use vacation or lieu time, or arrange with their supervisor to make up any time lost as a result of the extension. Extensions under Article 17.01 (d) shall not be unreasonably sought by a member nor denied by the University.
  - e. In the event that a member wishes to attend the funeral of a relative or friend not covered by Article 17.01 (a) or (b), the member may do

so by arranging to use vacation or lieu time, or by arranging with their supervisor to make up any lost time.

### **Jury and Witness Duty**

- 17.02 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.
- 17.03 An employee called for Jury Duty or an employee who is subpoenaed by the Court to serve as a witness shall absent himself/herself from work to carry out his/her duties. Such an employee shall pay to the University the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for his/her standard scheduled hours for such absence at his/her basic hourly rate of pay.

### **Union Leave**

- 17.04 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.
- 17.05 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 forty (40) days per year for the Bargaining Unit. 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 at least one (1) week in advance of the planned leave using a form provided by the University. The Bargaining Unit shall reimburse the University for the replacement cost of such member on leave as outlined in 17.05, should that member be replaced during the leave.

The operational requirements of the University must be met; however it is recognized that effort will be required to accommodate requests for Union Leave under article 17.05. Requests for Union Leave under Article 17.05 will not be unreasonable sought by the Union, nor unreasonably denied by the University. In considering a request, the University may take into consideration operational requirements of the affected departments.

- 17.06 For the purposes of 17.05 there shall be a maximum of four (4) members on leave at any one time and a maximum of one (1) member on leave from a single department at any one time.

The Bargaining Unit may request specific exceptions to the limits outlined in this Article (17.06) and the University will not unreasonably deny such a request. Any exceptions must be agreed to in writing.

17.07 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 17.05. There shall be no reimbursement to the University for members attending such meetings.

17.08 The University shall grant a leave, for the term of office, for a member who is elected or appointed a position at the Provincial O.S.S.T.F. office. The Bargaining Unit shall ensure that the Provincial O.S.S.T.F. office reimburses the University for the cost of salary and benefits for an individual on leave as outlined in 17.08.

If a leave is to be taken under this Article then the Union shall provide the University with at least sixty (60) days written notice.

17.09 The University shall grant a leave, for the term of office, if requested, for a member who is elected or appointed to the position of Bargaining Unit President. If the Bargaining Unit requests a partial leave of absence under this Article, the leave must be for at least seventeen-and-one-half (17.5) hours per week, unless otherwise mutually agreed by the University and the Bargaining Unit. The Union shall reimburse the University for 70% of the salary cost only associated with the leave.

If a leave is to be taken under this Article then the Bargaining Unit shall provide the University with at least forty-five (45) days written notice. The Parties may agree in writing to a different notice period.

17.10 At the end of the period of leave granted in 17.08 and 17.09 the member shall return to the same position held prior to the leave, if it still exists, or to a similar position that may be available following the procedure outlined in Article 34, Layoff and Recall.

17.11 The Bargaining Unit President, if not on leave, or designate, shall be allowed up to four (4) hours with pay for time off to attend the funeral of an employee covered by this Agreement or the funeral of the employee's spouse or child.

17.12 The Bargaining Unit President, if not on release time, or designate, shall be given a reasonable amount of time, during regular working hours, to meet with each new employee during the employee's first month of employment.

### **Religious Holidays**

17.13 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**

- 17.14 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.
- 17.15 It is understood that not all illnesses and injuries require an employee to be absent from work. However, if an employee is unable to attend work as a result of their illness or injury, they shall be entitled to regular earnings and benefits for up to 105 days per illness/injury. These days are intended to allow a member's regular earnings and benefits to continue until the member is able to return to work, or until the member becomes eligible to apply for LTD benefits, whichever occurs first.
- 17.16 The member shall inform their supervisor as soon as possible of his/her illness so adequate arrangements can be made to fulfil the member's duties. It is understood that members should make every reasonable effort to contact their supervisor directly (e.g. phone, voice mail or email) in the event they cannot attend work due to illness; however, it is also understood that this may not be possible in every instance. In these cases, the member should make other arrangements to notify their supervisor in an appropriate manner.
- 17.17 For absences of five (5) days or more, or when a member is absent repeatedly over a period of time, the University may, with reasonable notice, request the member provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform his/her duties and prognosis with respect to the member's ability to return to work. If there is a charge for obtaining the medical certificate, the University shall reimburse the employee for such cost.
- 17.18 In the event the member remains unable to perform his/her duties and attend work as a result of illness or injury after 105 days, he/she is eligible

to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan.

## **Personal Leaves of Absence**

- 17.19 Unpaid leaves of absence of up to one (1) year may be granted to members of the Bargaining Unit for a variety of reasons such as educational leave, extended vacation time, extended parental leave, child or elder care needs, or other personal reasons. This leave may be granted to members under the following conditions:
- a. The leave must be requested in writing to the supervisor with a copy to Human Resources.
  - b. The written request must include the start and expected return date of the leave as well as the reason for the leave.
  - c. Members shall give at least sixty (60) calendar days prior written notice for a leave of more than two (2) weeks, and at least thirty (30) calendar days prior written notice for a leave of two (2) weeks or less, except in cases where the member cannot reasonably anticipate the need for the leave. In these cases the member shall provide as much notice as possible prior to the requested commencement of the leave.
  - d. Normally, personal leaves of absence intended to extend vacation by twenty (20) working days or less will be dealt with through Voluntary Reduction (see Article 25); however, the University will consider these requests in the context of a personal leave of absence in exceptional and extenuating circumstances.
  - e. Members may apply for an unpaid personal leave of absence from their position to accept a temporary non-bargaining unit position at Brock University for a period of one (1) year or less. If the position is converted to a permanent position and/or the member accepts an ongoing position during the leave the member will be deemed to have resigned and their seniority shall be terminated. Employees who accept alternate employment outside of the University during their leave shall have their seniority terminated.
  - f. The member may continue benefit 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**

- 17.20 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, member's spouse, or the member's or member's spouse's child.

### **Family Responsibility Leave**

- 17.21 The purpose of this leave is to assist members with balancing their family and work time responsibilities. The following conditions apply to the use of this leave:
- a. The Parties understand that Sick Leave is only to be used for a member's own illness and Family Responsibility Leave is to be used for other family responsibilities.
  - b. The operational requirements of the University must be met; however, it is recognized that effort will be required to accommodate requests for Family Responsibility Leave. Leaves will be approved unless precluded by operational requirements.
  - c. Three (3) days per calendar year of Family Responsibility Leave will be available to each member of the Bargaining Unit.
  - d. The Leave must be used in blocks of time not less than one (1) hour.
  - e. If possible, the Leave must be requested in advance.
  - f. Family Responsibility Leave is available on a "borrow" basis and will be repaid by mutual agreement between the member and the supervisor. Time taken can be repaid by, for example, working shortened lunch breaks, starting work earlier, or working late.
  - g. Unused Family Responsibility Leave will not accumulate from one year to the next if not used.
  - h. Any outstanding time owing must be repaid by March 1<sup>st</sup> of the year following the year that the Leave is taken.

- i. In addition to Family Responsibility Leave, a member may apply for an unpaid leave of absence (Article 17.19) to accommodate their family responsibilities.
- j. Family Responsibility Leave shall not be unreasonably sought by a member nor denied by the University.

### **Pregnancy/Parental/Paternity Leave**

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

17.23 Pregnancy related illness will be managed in accordance with the Sick Leave provisions outlined in Article 17.

17.24 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 University 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 University, 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/parental leave shall return to their previous position, if it exists, or a comparable position following the Layoff and Recall procedure in Article 34.

17.25 Supplementary Employment Benefit

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

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

- c. In the case of a seasonal employee, the University shall not be required to top-up members' wages during the period when the member is normally on seasonal layoff.
- 17.26 If the employee has met the conditions, outlined in Article 17.24, then the employee shall be eligible for a paid pregnancy/adoption leave as follows:
- a. During the first two (2) weeks of the leave the University shall continue to pay the employee their regular wage.
  - b. During the remaining fifteen (15) weeks of the leave the University shall pay the employee 95% of their regular wage, less Employment Insurance benefits.
- 17.27 If a member who is male assumes the primary childcare responsibility upon the birth or adoption of a child, the pregnancy/adoption leave benefits of this agreement shall apply to him.
- 17.28 A paid paternity leave shall be granted to any member who becomes a father by the birth or adoption of a child. Such leave shall be for a period of up to five (5) consecutive working days.
- 17.29 An employee who is eligible for pregnancy/adoption leave shall provide the University 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**

- 17.30 Family Medical Leave specifically refers to the Family Medical Leave as provided under Ontario's Employment Standards Act.
- 17.31 In situations where a member of the Bargaining Unit qualifies for Employment Insurance Compassionate Care Benefits, the member will be placed on a leave without pay for the duration of Family Medical Leave. During the two (2) week waiting period for Employment Insurance benefits to commence, the member may choose to take a leave without pay, or the member may choose to have the University maintain their salary. If the member chooses to have their salary maintained during the two (2) week waiting period, the member will arrange to make up this time by 1) using vacation or lieu time; 2) arranging for an agreed to flexible hours schedule consistent with Article 25.08; or 3) by using/purchasing Voluntary Reduction days under Article 25.09.

## **Article 18 – OCCUPATIONAL ILLNESS/INJURY - WSIB AND LTD**

### **WSIB**

- 18.01 The Parties recognize the responsibility of individual members of the Bargaining Unit and the University to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act.
- 18.02 A member who is on a WSIB absence shall have the right to return to their position, if it exists, for a period of two (2) years from the start of the WSIB Claim. If the member's position no longer exists, the member shall be entitled to exercise their rights under the Layoff and Recall Article 34.
- 18.03 If two (2) years have elapsed, or if the University has been advised that the employee has reached their maximum medical recovery and is unable to return to their position, the position shall be posted if it still exists.
- 18.04 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.
- 18.05 Prior to finalizing the timely and safe return to work plan, the University shall consider, among other factors, the member's pre-injury job classification and skills, current functional abilities, and work demands in the department.
- 18.06 The Union shall be notified and afforded the opportunity to attend return to work meetings between a member of the Bargaining Unit and the University. Members have the right to have Union representation present during any return to work meeting. The Bargaining Unit President will be provided with a copy of the timely and safe return to work plan for any member of the Bargaining Unit.

### **LTD**

- 18.07 A member who is on a LTD absence shall have the right to return to their position, if it exists, for a period of two (2) years from the start of the LTD Claim. If the member's position no longer exists, they shall be entitled to exercise their rights under the Layoff and Recall Article 34.
- 18.08 If two (2) years have elapsed, or if the University has been advised that the employee has reached his/her maximum medical recovery and is unable to return to their position, the position shall be posted if it still exists.
- 18.09 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.

- 18.10 Prior to finalizing the timely and safe return to work plan, the University shall consider, among other factors, the member's pre-injury job classification and skills, current functional abilities, and work demands in the department.
- 18.11 The Union shall be notified and afforded the opportunity to attend return to work meetings between a member of the Bargaining Unit and the University. Members have the right to have Union representation present during any return to work meeting. The Bargaining Unit President will be provided with a copy of the timely and safe return to work plan for any member of the Bargaining Unit.

## **Article 19 - TEMPORARY EMPLOYMENT SERVICES**

- 19.01 The University shall maintain a Temporary Employment Services (TES) pool to provide replacement employees for secretarial and/or clerical positions that are temporarily vacant due to vacation, illness or some other form of leave, or where extra assistance is required.
- 19.02 The University shall maintain a sufficient number of employees in the TES pool to adequately meet the needs of departments. Increasing the number of TES employees shall be at the discretion of the University. The University shall manage the number of employees in the pool so as not to unreasonably limit the work opportunities for members of the TES pool.
- 19.03 The University shall maintain a pool of applications for TES positions. The University shall accept applications to work in TES at any time.
- 19.04 The University shall post on the HR website and on the HR bulletin board: a description of the position; a summary of the required qualifications; and a note stating that applications will be accepted for TES positions at any time.
- 19.05 If the University decides to replace a member of the TES pool, who has left the University's employ, and/or increase the number of employees in the TES pool, the University shall draw upon the TES application pool.
- 19.06 Work assignments for TES members will be distributed as equally as practicable. However, it is understood that preferences of departments and employees, as well as the qualifications for the position will be considered in making each placement decision.
- 19.07 The selection of an individual to replace an employee in the Office of Human Resources, a Dean's Office, the President's Office, a Vice-President's Office or any other department that, in the opinion of the University, deals with sensitive or confidential information shall be at the discretion of the University.

- 19.08 TES members shall accumulate actual hours worked for each Bargaining Unit assignment that they accept.
- 19.09 TES members shall move through the salary range in accordance with the number of hours that they accumulate in TES. The “number of hours that they accumulate in TES” includes any hours worked under a Limited Term or Temporary Appointment covered by this Collective Agreement.
- 19.10 TES members shall be eligible for benefits coverage based on the number of hours that they have worked in the previous calendar year. TES members shall qualify for benefits coverage as follows:
- a. Employees who work at least 600 hours but less than 910 hours in the previous calendar year shall qualify for benefits coverage prorated to 40% of full-time coverage for the current calendar year.
  - b. Employees who work at least 910 hours but less than 1365 hours in the previous calendar year shall qualify for benefits coverage prorated to 60% of full-time coverage for the current calendar year.
  - c. Employees who work more than 1365 hours in the previous calendar year shall qualify for benefits coverage prorated to 80% of full-time coverage for the current calendar year.
- 19.11 The University shall provide the Union with the prorated benefits entitlement for all TES members by February 1 of each year.
- 19.12 Members of TES who suffer a break in service as defined in Article 15.07 (e), that is they do not accept an appointment in any four (4) month period, shall have their seniority and any benefits coverage terminated and will be removed from the TES pool.
- 19.13 It is understood that when a TES member replaces a regular employee who is on a short-term leave (i.e. less than three (3) months), the TES member is not expected to perform at the same job level as the regular employee. Therefore, it is agreed that TES members on temporary assignments of less than three (3) months shall be paid at their regular rate of pay. If the member works in a higher rated position for greater than three (3) months they shall receive the rate of pay for the higher rated position for the duration of the assignment and retroactive to the first day of the assignment.
- 19.14 It is understood that TES members are not eligible to apply to other Bargaining Unit positions until they have worked the equivalent of ten (10) weeks (i.e. 350 hours) within TES.

- 19.15 TES members are entitled to bereavement leave as outlined in Article 17.01. If the TES member would have been otherwise scheduled to work in the TES pool during the period of the bereavement leave, the member would be paid for those days that would have otherwise been worked. If the TES member would not have otherwise been scheduled to work in the TES pool during the period of the bereavement leave, the member is not entitled to paid bereavement leave.
- 19.16 If a TES member is appointed to provide “extra assistance” (see Article 19.01), the appointment of the TES member will not exceed the equivalent of six (6) months (full-time) without the prior agreement of the Union. If the TES member works in an existing higher rated position for greater than three (3) months they shall receive the rate of pay for the higher rated position for the duration of the assignment and retroactive to the first day of the assignment.

## **Article 20 – TEMPORARY ASSIGNMENTS**

- 20.01 A temporary assignment that is covered by this Collective Agreement is an assignment that
- a. replaces a member of the Bargaining Unit who is on an approved leave of absence under this Collective Agreement and who is expected to return to their position; and
  - b. is for a period of greater than six (6) months but not more than two (2) calendar years.
- 20.02 A temporary assignment shall be posted in accordance with Article 16 (Job Postings and Appointments).
- 20.03 It is understood that the original temporary assignment will be posted, as well one additional assignment that may become available as a result of a Bargaining Unit member filling the original temporary assignment. However, subsequent vacancies that are occasioned by the filling of these assignments are not required to be posted and the University shall fill these positions using qualified Temporary Employment Services members or, if there are no Temporary Employment Services members that are qualified, as it sees fit.
- 20.04 A member of the Bargaining Unit who is the successful candidate to a temporary posting shall return to their original position at the end of the temporary Bargaining Unit assignment if it still exists. If the original position does not exist, the member shall follow the procedure as outlined in the Layoff and Recall Article 34.
- 20.05 A member of the Bargaining Unit who is appointed to a temporary assignment shall be moved into the job group of the position to which

they are appointed. The member shall be placed at a step in the salary range of the temporary job that is equivalent to the step they were at prior to moving into the temporary assignment.

- 20.06 The University may extend a temporary assignment if
- a. the member who is being replaced is unable to return to their position at the originally expected end date of the temporary assignment; and
  - b. there is mutual agreement between the University and the Bargaining Unit.
- 20.07 If a temporary assignment is extended under Article 20.06, the member holding the temporary assignment may elect to return to their original position. However, requests for a member to stay in the temporary assignment for an extended period of time will not be unreasonably refused by the member or the Union.
- 20.08 A member who holds a temporary assignment may apply for another temporary assignment if it does not unreasonably affect the University's ability to meet the operational requirements in the member's originating department(s).

## **Article 21 - PROBATIONARY PERIOD**

- 21.01 A member will be considered probationary until the member has worked for a period of six (6) months in a position covered by this Bargaining Unit. It is further understood that the University may extend the probationary period of a probationary member for an additional three (3) months. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension.
- 21.02 Temporary Employment Services employees shall be considered probationary until the member has worked the equivalent of six (6) months within Temporary Employment Services. For the purposes of this Article, "within Temporary Employment Services" includes any hours worked under a Limited Term or Temporary Assignment covered by the Collective Agreement. It is further understood that the University may extend the probationary period of a probationary member for the equivalent of an additional three (3) months. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension.

21.03 A member shall be informed in writing, with a copy to the Bargaining Unit President, upon the successful completion of their probationary period. Normally, this notification will be sent to the member within ten (10) working days of the last day of the probationary period.

21.04 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.

Should the University terminate the employment of a probationary member, the Bargaining Unit may request to meet with the University to discuss the reasons for the termination. If requested, the University shall meet with the Bargaining Unit and the member to discuss the reasons for terminating his/her employment and the University shall confirm those reasons in writing.

21.05 Only a member newly hired by the University shall have a probationary period, except as follows:

- a. A Temporary Employment Services employee hired to another Bargaining Unit position that is not a Temporary Employment Services position, shall serve a probationary period of three and one-half (3.5) months. It is understood that this shorter probationary period is in recognition of the fact that TES members must serve the equivalent of at least ten (10) weeks in TES before being eligible to apply to other positions within the Bargaining Unit. It is further understood that the University may extend the probationary period of a probationary member for an additional three (3) months. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension.
- b. Employees who have left the employ of the University and, as a result, had their seniority terminated, shall serve a probationary period as outlined above if they return to a position within the Bargaining Unit.

## **Article 22 – JOB CLASSIFICATION AND RECLASSIFICATION**

22.01 There shall be a Job Classification and Reclassification Committee consisting of two (2) representatives of the Bargaining Unit, appointed by the Bargaining Unit, and two (2) representatives of the University, appointed by the University. Notwithstanding the above noted requirement for a four-person committee (i.e. two (2) members appointed

by each Party), the Parties may mutually agree to a different but equal number of representatives.

- 22.02 Unless otherwise mutually agreed by the Parties, the Job Evaluation Plan in place at the time of the Bargaining Unit's certification shall be used by the committee in the classification of positions created and the reclassification of positions that have changed.
- 22.03 If the University creates a new position, or changes an existing position, the University shall:
- a. Establish the job group using the Job Evaluation Plan.
  - b. Provide the Bargaining Unit with the new or revised job description.
  - c. Advise the Bargaining Unit of the assigned job group.
  - d. Call a meeting of the Job Classification and Reclassification Committee to review the job description and determine if a change to the job group is required. The Committee shall be called to meet within six (6) months of the position being created or changed.
- 22.04
- a. If the Job Classification and Reclassification Committee is unable to agree on the evaluation of a position, or if the member holding the position has reasonable grounds to disagree with the evaluation of the position, the position will be submitted to the Job Classification and Reclassification Appeals Committee.
  - b. The Appeals Committee shall consist of two (2) representatives of the Bargaining Unit, appointed by the Bargaining Unit, and two (2) representatives of the University, appointed by the University. Each party shall ensure that at least one (1) of its representatives appointed to the Appeals Committee was not part of the original Job Classification and Reclassification Committee.
- The member and the member's supervisor are required to participate in the meeting to provide clarification.
- The findings of the Appeals Committee shall be final and binding with respect to the evaluation of the position in question.
- c. In the event that the Appeals Committee is unable to reach consensus on the job group for a new or revised position, either party may file a Stage 2 grievance with respect to the outstanding issues.
- 22.05 The University shall provide each member with a copy of the most recent job description for the position they hold, upon request.

- 22.06 A member holding a new position that is evaluated, by the committee, shall be paid the appropriate rate for the job group retroactive to the first day they were assigned to the position.
- 22.07 Any re-evaluation of an existing position currently held by a member of the Bargaining Unit shall be retroactive to the date the revised job description was received in Human Resources. Retroactivity shall include any changes in salary.

## **Article 23 – JOB PERFORMANCE APPRAISALS**

- 23.01 Performance appraisal is intended to be a culmination and confirmation of discussions that have taken place between the supervisor and the employee throughout the preceding period. Performance appraisals may be used by the University to make decisions related, but not limited to: promotion, demotion, discipline and hiring.
- 23.02 All performance appraisals shall be made in writing and signed by the evaluator, with a copy being sent to the employee. The written appraisal shall be made available to the employee at the earliest possible opportunity.
- 23.03 A formal performance appraisal shall be conducted once per year for employees who have completed their probationary period.
- 23.04 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.
- 23.05 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 his/her 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.
- 23.06 Performance appraisal shall include a face-to-face meeting between the supervisor and the employee to discuss the appraisal. This meeting shall take place prior to the supervisor writing the formal appraisal. An employee who becomes uncomfortable in this meeting may stop the meeting until such time as they have Union representation at the meeting.
- 23.07 A performance appraisal that alleges an employee's performance is unsatisfactory shall outline: 1) the reason(s) that the employee's performance is unsatisfactory; and 2) specific recommendations for improvements necessary to achieve satisfactory performance in the area(s) that the supervisor has alleged are unsatisfactory.

- 23.08 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 36.02) scheduled to discuss an unsatisfactory rating.
- 23.09 Once the supervisor has completed the written performance appraisal, the employee shall be given an opportunity to sign the performance appraisal and attach written comments, if so desired, prior to the appraisal being forwarded to the appropriate division head.
- 23.10 If the employee disputes the accuracy or completeness of their performance appraisal they may request a meeting with the division head to discuss their performance appraisal prior to the division head confirming the appraisal and it being placed in their personnel file.
- 23.11 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 appropriate division head and/or 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 10 – Personnel File).
- 23.12 By signing the performance appraisal, the employee is indicating a review and discussion have taken place and that he/she has received a photocopy of the appraisal but does not imply agreement or disagreement on behalf of the employee.

## **Article 24 – HEALTH AND SAFETY**

- 24.01 It is agreed that both Parties will cooperate for the prevention of accidents and the promotion of health and safety. The University will make reasonable provisions for the safety and protection of the health of employees during the hours of employment.
- 24.02 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.
- 24.03 When supervising students or other employees of the University, members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.
- 24.04 The University shall provide and maintain, at no cost to the employee, all personal protective equipment, clothing or devices required by law. In the case of protective equipment that cannot be shared for hygiene reasons,

the University shall provide and maintain such equipment as needed to each employee, at no cost to the employee.

- 24.05 The University shall reimburse a member an amount of up to \$100.00 per calendar year or \$200.00 once every two (2) calendar years for the cost of C.S.A. approved work boots. It is understood that this reimbursement shall be available only to employees who are required to wear them as part of their duties. It is also understood that employees purchasing boots under this Article shall wear them at work.
- 24.06 The Parties agree that the Bargaining Unit shall have the right to raise Health and Safety issues at Staff Relations Committee meetings. The University shall investigate such issues brought forward for discussion and report back to the Bargaining Unit.

### **Joint Health and Safety Committee (JHSC)**

- 24.07 The Bargaining Unit shall be entitled to two (2) representatives on the University JHSC.
- 24.08 The Bargaining Unit representative/s on the JHSC shall be treated in all aspects by the University as if he/she is at work while performing any duties associated with the JHSC, or as assigned by the JHSC.
- 24.09 The Bargaining Unit representative/s on the JHSC shall be given the opportunity to participate in certification and other training programs. The JHSC will determine the programs that each member of the JHSC participates in. The University shall pay all costs associated with such training.
- 24.10 The University agrees to respond to all recommendations made by the JHSC within twenty-one (21) days of such recommendation.
- 24.11 The Bargaining Unit, through its JHSC representative/s, may at any time request copies of all information normally available to the JHSC.
- 24.12 If a Bargaining Unit member is directly involved in a workplace accident that is investigated by the JHSC, or if a Bargaining Unit member is directly involved in a work refusal that is investigated by the JHSC, a Bargaining Unit representative on the JHSC shall have the right to be present during and to participate in the JHSC's investigation.

### **Article 25 – HOURS OF WORK**

- 25.01 It is recognized that there are departments within the University that currently employ individuals on varying schedules and the intent of this Article is not to change these practices.

- 25.02 The normal workweek for full-time employees shall be as posted in specific job postings and shall be one of the following:
- a. thirty-five (35) hours per week, comprised of five (5) seven (7) hour days; or
  - b. thirty-seven-and-a-half (37.5) hours per week, comprised of five (5) seven-and-a-half (7.5) hour days; or
  - c. forty (40) hours per week, comprised of five (5) eight (8) hour days.
- 25.03 Permanent part-time employees covered under this Collective Agreement shall be defined as working not less than fourteen (14) hours per week.
- 25.04 An employee working a full day (i.e. 7, 7.5 or 8 hours) shall be entitled to an unpaid, one (1) hour lunch period each day.
- 25.05 An employee working less than seven (7) hours per day shall, based on the number of hours worked, be entitled to a lunch break in accordance with the Employment Standards Act of Ontario.
- 25.06 An employee is entitled to a paid fifteen (15) minute rest period for each half day worked.
- 25.07 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**

- 25.08 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 prior consultation and notice to the affected employee and the Bargaining Unit. Such consultation shall include the reasons for such termination.
- f. Requests to work flexible time shall not be unreasonably sought by a member nor denied by the University.

### **Voluntary Reduction**

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

- a. The member must apply annually by the November 30<sup>th</sup> prior to the calendar year in which the time will be purchased and used.
- b. The member must apply in writing to their supervisor with a copy to Human Resources. Application must be made using a form supplied by the University.
- c. The maximum number of days that can be purchased shall be pro-rated for part-time and seasonal members of the Bargaining Unit based on their actual hours worked each year. For example, a half-time member may purchase a maximum of ten (10) full days of voluntary reduction.
- d. The cost of the leave is 2% of the member's nominal annual salary for each five (5) day block of voluntary reduction purchased. The cost of the time purchased shall be spread out over the entire calendar year in question and deducted from the member's pay.
- e. The member's benefits will not be reduced as a result of taking voluntary reduction.

- f. The member will continue to make regular (i.e. as if no voluntary reduction was being taken by the member) pension contributions and the University will continue to match those contributions in accordance with the Pension Plan.
- g. The Parties are aware that pensionable service and contributions to the Pension Plan during unpaid leaves are subject to Canada Revenue Agency limits.
- h. 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 University if service is adversely affected.
- i. 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.
- j. Requests for voluntary reduction shall not be unreasonably sought by a member nor denied by the University.

25.10 Notwithstanding Article 25.09 (above), members of the Bargaining Unit who are fifty-five (55) years of age or older at the date of application and who have accumulated at least 10 years of service to the University at the date of application are eligible to apply for a maximum of forty (40) days of voluntary reduction per calendar year. The same conditions outlined in Article 25.09 apply to these members, except as follows:

- a. Members of the Bargaining Unit shall only be able to take more than twenty (20) days of voluntary reduction for a total of five (5) years.
- b. The member must apply annually by the September 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 25.10 must specify how and when the voluntary reduction is to be used.

## **Article 26 – OVERTIME**

- 26.01 Employees shall be paid their regular hourly rate for their regularly scheduled hours each week.
- 26.02 Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate in the following situations:

- a. For full-time members of the Bargaining Unit, hours worked in excess of their normally scheduled hours each week;
- b. For part-time members of the Bargaining Unit, hours worked in excess of 35 hours each week;
- c. Hours worked on a statutory holiday where the employee is regularly scheduled to work on the statutory holiday;
- d. Hours worked on a paid holiday, as defined in this Agreement, excluding any holiday declared by the President of the University (see Article 26.06); or
- e. Hours worked on a Saturday where the employee is not regularly scheduled to work on a Saturday.

26.03 Overtime shall be paid at the rate of two (2) times the employee's regular hourly rate in the following situations:

- a. Hours worked on a statutory holiday where the employee is not regularly scheduled to work on the statutory holiday;
- b. Hours worked on a Sunday where the employee is not regularly scheduled to work on the Sunday.

26.04 If an employee is required to work on a statutory or paid holiday, as defined in this Agreement, then the employee is entitled to overtime rates as described above, in addition to his/her regular wages for the holiday.

26.05 Notwithstanding Article 26.04, if a Temporary Employment Services employee is required to work on a statutory or paid holiday, as defined in this Agreement, then the employee is entitled to overtime rates as described above in addition to any "public holiday pay" that they may be entitled to under the Employment Standards Act.

26.06 Notwithstanding Article 26.04 and 26.05, if an employee is required to work on a day that is declared a holiday by the President of the University, then the employee is entitled to receive their regular hourly rate for all hours worked on the holiday in addition to his/her regular wages for the holiday.

26.07 Accumulated overtime may be taken as time off at a later date based upon the overtime rate that would have been paid. The supervisor and the employee shall mutually agree to when this time will be taken.

26.08 Accumulated overtime may be carried into the next calendar year, to a maximum of two (2) weeks. Any lieu time that is either not carried over

by the employee or is in excess of two (2) weeks will be paid to the employee on the last cheque of the calendar year.

- 26.09 Approval from an appropriate supervisor must be obtained before any overtime work can be undertaken.
- 26.10 Approved overtime will be tracked on a form, which shall be signed by both the employee and the supervisor.
- 26.11 Except in unexpected or emergency situations, the University shall provide at least one (1) days advance notice of any overtime activity that may be required.
- 26.12 Overtime work shall be distributed as evenly as is practicable among those normally performing the work in the particular department.
- 26.13 An employee who is called in to work on an unscheduled basis shall receive a minimum of three (3) hours overtime pay for the “call back”.

## **Article 27 – PAID HOLIDAYS**

- 27.01 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.

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

## Article 28 – PAID VACATIONS

28.01 Every member of the Bargaining Unit shall be granted vacation according to the following schedule effective January 2009:

<b>Years of Service</b>	<b>Vacation Time Off</b>
Up to one (1) year	0.83 days/month
In the first (1 <sup>st</sup> ) and second (2 <sup>nd</sup> ) calendar year of service	10 working days/year
In the third (3 <sup>rd</sup> ) to fifth(5 <sup>th</sup> ) calendar year of service	15 working days/year
In the sixth (6 <sup>th</sup> ) calendar year of service	16 working days/year
In the seventh (7 <sup>th</sup> ) calendar year of service	17 working days/year
In the eighth (8 <sup>th</sup> ) calendar year of service	18 working days/year
In the ninth (9 <sup>th</sup> ) calendar year of service	20 working days/year
In the tenth (10 <sup>th</sup> ) to fifteenth (15 <sup>th</sup> ) calendar year of service	20 working days/year
In the sixteenth (16 <sup>th</sup> ) calendar year of service	21 working days/year
In the seventeenth (17 <sup>th</sup> ) calendar year of service	25 working days/year
In the eighteenth (18 <sup>th</sup> ) calendar year of service	25 working days/year
In the nineteenth (19 <sup>th</sup> ) calendar year of service	25 working days/year
In the twentieth (20 <sup>th</sup> ) to twenty-fifth (25 <sup>th</sup> ) calendar year of service	25 working days/year
In the twenty-sixth (26 <sup>th</sup> )calendar year of service	26 working days/year
In the twenty-seventh (27 <sup>th</sup> ) calendar year of service	27 working days/year
In the twenty-eighth (28 <sup>th</sup> ) calendar year of service	28 working days/year
In the twenty-ninth (29 <sup>th</sup> ) calendar year of service	29 working days/year
In the thirtieth (30 <sup>th</sup> ) and subsequent calendar year of service	30 working days/year

In addition, members of the Bargaining Unit will receive two days of paid vacation in their 20<sup>th</sup> year of service only. This means members will receive 27 days of paid vacation in their 20<sup>th</sup> year of service rather than 25 days.

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

For the purpose of computing vacation time for new members of the Bargaining Unit, the date of January 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 the vacation credits.

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

- 28.02 Members of the Bargaining Unit who are part-time or seasonal shall be granted annual vacation allowance in accordance with the ratio of the number of annual hours/months compared to a full-time employee.
- 28.03 Members of a department and their supervisors shall mutually agree on when vacation time shall be taken. The members' requested dates for vacation shall not unreasonably be withheld.
- 28.04 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the appropriate supervisor(s) and Human Resources.
- 28.05 A member who leaves the employ of the University, for any reason, shall have their vacation entitlement for the year prorated to the termination date. If all or part of the vacation has not been taken, the balance of such entitlement will be added to the employee's final pay cheque. Vacation taken but not earned will be deducted from the employee's final pay cheque.

## **Article 29 - TRAVEL ALLOWANCE/MILEAGE**

- 29.01 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.
- 29.02 Members shall submit mileage reports to the University, on a form provided by the University, in order to receive mileage payments.
- 29.03 Members shall not be required to transport students.

## **Article 30 – PAY SCHEDULE**

- 30.01 Members of the Bargaining Unit shall be paid monthly (the last banking day of each month) with a mid-month advance (the last banking day prior to the 15th of each month).

- 30.02 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.
- 30.03 Temporary Employment Services members shall be paid bi-weekly.

### **Article 31 – TECHNOLOGICAL CHANGE**

- 31.01 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.
- 31.02 When a technological change requiring additional skills is introduced into the workplace, the University 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.

### **Article 32 – REQUIRED QUALIFICATIONS**

- 32.01 a. The University shall not unreasonably alter the qualifications required to perform the existing job functions of employees who are members of the Bargaining Unit.
- b. If the University alters the qualifications for a position and the member is able to perform the duties of the position despite the new qualifications (e.g. through a combination of relevant experience and qualifications) then the member shall not lose their position.
- c. If the University alters the qualifications for a position such that a current member is no longer able to perform the duties of the job, then the member shall be given a reasonable period of time, determined in consultation with the Bargaining Unit President, to meet the qualifications for the position. If the employee is unable to meet the qualifications in a reasonable period of time then the employee shall be declared surplus in accordance with the Layoff and Recall Article 34.
- d. It is understood that the provisions of this Article do not apply to situations covered by Article 31 (Technological Change).

### **Article 33 – PROFESSIONAL DEVELOPMENT**

- 33.01 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.

- 33.02 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 University.
- 33.03 The Parties recognize that, in addition to skills training, other forms of professional development may benefit both the member and the University. Professional Development is defined as learning and development opportunities offered through the University, including: formal academic programs (i.e. credit courses offered at the University); short-term continuing education activities; certification programs; independent learning; training initiatives offered through the office of Human Resources and Environment Health & Safety; and University committee participation.
- 33.04 In addition to recognizing the importance of learning, skills training and professional development opportunities, the Parties also recognize that the University 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 25.08) and/or a personal leave of absence (Article 17.19) consistent with the Collective Agreement.
  - b. 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 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 University if service is adversely affected.
  - c. 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 related to a member's involvement in a learning, skills training and/or professional development opportunity must consider these requirements and may be denied by the University if operational needs are not being met.

- d. Requests to be involved in learning, skills training and professional development opportunities shall not be unreasonably sought by a member nor denied by the University.

33.05 The University agrees to consult with the Bargaining Unit prior to determining the training opportunities to be offered through the Office of Human Resources and Environment, Health & Safety each year.

In cases where specific learning, skills training and professional development opportunities that 1) are relevant to the member's job; 2) would benefit both the member and the University; and 3) are not otherwise covered by this Article (33), the member may apply for a personal leave of absence and/or flex time in order to take advantage of the opportunity. The process for approving requests under this Article (33.05) will be in accordance with the processes for approving personal leave of absences (Article 17.19) or flextime (Article 25.08), as appropriate.

#### **Article 34 – LAYOFF AND RECALL**

34.01 A layoff is defined as the elimination of a position or an ongoing reduction in regularly scheduled hours of work for a position. For the purpose of this Article "ongoing reduction" shall be defined as a reduction in hours of more than one (1) month.

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

- a. When an employee's appointment is for a limited duration of two (2) years or less and the appointment expires and is not renewed.
- b. When a seasonal employee is laid-off for the portion of the year in which they are normally not employed.

34.03 a. In the event of layoffs, the University will: identify the affected Bargaining Unit position(s) to the Bargaining Unit in writing; and notify each affected member in writing.

- b. If there is only one (1) member in an affected Bargaining Unit position then that member shall be declared surplus.
- c. If there is more than one (1) member in the affected Bargaining Unit position and those members are within the same department then those members will be declared surplus in the following order:
  - i. Probationary members in reverse order of date of hire;
  - ii. Members who have completed their probationary period in order of seniority beginning with the least senior member.

34.04 In accordance with Article 34.05, a member who is declared surplus shall be given the opportunity to fill a vacant Bargaining Unit position or displace the most junior employee. It is understood that the surplus employee must have the ability and qualifications to perform the job in a manner which will not adversely affect the efficiency of the department beyond a short term familiarization period of no more than thirty (30) working days.

- 34.05 a. In accordance with Article 34.04, a full-time member declared surplus shall be given the opportunity, in order of seniority, to be placed in a vacant position or exercise bumping rights in the following order:
- i. To fill a full-time vacant position within the same job classification or, if there is no vacant position for which the member is qualified, then;
  - ii. To fill one or more part-time vacancies within the same job classification or, if there is no vacant position for which the member is qualified, then;
  - iii. To bump a full-time employee within the same job classification or, if there are no members who are more junior and/or who hold a position for which the member is qualified, then;
  - iv. To bump one or more part-time employees in the same job classification or, if there are no members who are more junior and/or who hold a position for which the member is qualified, then;
  - v. To fill a full-time vacant position in the next lowest job classification or, if there is no vacant position for which the member is qualified, then;
  - vi. To fill one or more part-time vacancies in the next lowest job classification or, if there is no vacant position for which the member is qualified, then;
  - vii. To bump a full-time employee in the next lowest job classification or, if there are no members who are more junior and/or hold a position for which the member is qualified, then;
  - viii. To bump one or more part-time employees in the next lowest job classification.

With respect to Article 34.05 (a)(ii), (a)(iv), (a)(vi), and (a)(viii) a surplus employee may only accept more than one part-time positions if the scheduling of the positions allows for it.

- b. In accordance with Article 34.04, a part-time member who has been declared surplus shall be given the opportunity, in order of seniority, to be placed in a vacant position or exercise bumping rights in the following order:

- i. To fill a part-time vacancy within the same job classification or, if there is no vacant position for which the member is qualified, then;
    - ii. To bump a part-time employee within the same job classification or, if there are no members who are more junior and/or who hold a position for which the member is qualified, then;
    - iii. To fill a part-time vacancy in the next lowest job classification or, if there is no vacant position for which the member is qualified, then;
    - iv. To bump a part-time employee in the next lowest job classification.
  - c. A member may not displace another member whose position is funded by a research grant or another source of external funding in circumstances where the research and/or the research grant/external funding will be negatively affected.
  - d. Members who have been declared surplus and who are unable or unwilling to displace another member shall be placed on the recall list.
- 34.06 An employee who loses their position during this process outlined in Article 34.05 will follow the same procedures to obtain a new position.
- 34.07 A member who is to be laid off shall be given notice of one (1) week for each year of service to a maximum of thirteen (13) weeks. The University may elect to pay an amount equivalent to the notice period in lieu of notice.
- 34.08 Members who are declared surplus and, as a result, assume a position in a lower job classification shall have their salary adjusted as follows:
- a. If the member's current salary is greater than the range maximum for the new position their current salary shall be red circled (i.e. maintained at the current rate) for a period of up to one (1) year. After a one (1) year period, the member's salary shall be reduced to the range maximum for the position they acquired through the layoff process.
  - b. If the member's current salary is less than or equal to the range maximum for the new position their current salary shall be maintained and they shall progress on the salary grid for the new position they acquired through the layoff process in accordance with the terms of this Agreement.
- 34.09 Members shall have the right to be recalled for twenty-four (24) months from the date of layoff.

- 34.10 Members on recall shall be eligible for appointments in accordance with Article 16 - Job Postings and Appointments. A member on recall who accepts a permanent position shall be removed from the recall list.
- 34.11 A member on the recall list who accepts a temporary position (Article 20) shall retain all rights of recall to a permanent position until the member's recall rights expire under Article 34.09.
- 34.12 If a member's recall rights expire in accordance with Article 34.09 the University will pay severance in accordance with the Employment Standards Act.
- 34.13 A member on recall shall have the right to refuse a position if the position being offered is not of equal or greater time and/or classification to their original position. However, a member who refuses a position that is equal or greater time and classification shall have their seniority terminated and shall be removed from the recall list.
- 34.14 A full-time employee who loses half of their position shall have the right to choose to either be placed on the recall list or, if they choose, to exercise their rights under Article 34.09.
- 34.15 Nothing in this article precludes the right of a member to file a grievance regarding the application of this Article.

## **Article 35 – JOB SECURITY**

- 35.01 No member of the Bargaining Unit shall be laid off, or have their hours of work or salary reduced, due to contracting out.
- 35.02 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 36 – SALARY, BENEFITS AND PENSION**

### **SALARY**

- 36.01 **All Employees** – Members shall be placed on the salary grid (Appendix A) at the time they are hired. Members shall receive their first step increase upon successful completion of their probationary period. Thereafter, members shall receive one (1) step increase every twelve (12) months until they reach the range maximum for their job classification.
- 36.02 **Performance Review** - If a member receives an unsatisfactory performance review he/she shall not receive a step 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 step increase retroactive to the date the step increase would have normally been received. If performance is still unsatisfactory, the member shall not receive their step increase for the year.

**36.03 Reclassification**

- a. Members who apply for and accept a position within the Bargaining Unit but in a different job group shall be placed in the new salary range at the same step that they held in their previous salary range.
- b. Members who are reclassified through job evaluation to a higher job group shall be placed in the new salary range at the same step that they held in the previous salary range.
- c. Members who are reclassified through job evaluation to a lower job group shall be placed in the new salary range at the same salary they held in the previous salary range, or at the new salary range maximum, whichever is less.

**36.04 Seasonal and Part-time Employees** - Seasonal and part-time members shall have a nominal salary assigned to them at the time they are hired. Nominal salary is defined as the salary a seasonal or part-time member would have received had the position been twelve-months full-time. Actual salary for seasonal and part-time members shall be the nominal salary for the position, prorated to reflect normally scheduled hours and/or months for the position. Any salary increases (i.e. step or scale increases) shall be applied to the member's nominal salary.

**36.05 Temporary Employment Services Employees** - Newly appointed T.E.S. employees shall receive their first step increase upon successful completion of their six (6) month full-time equivalent probationary period. Thereafter, T.E.S. members shall receive one (1) step increase each time they work the full-time equivalent of one (1) year of service.

**36.06 Scale Increases** - Scale increases during the life of this Agreement shall be as follows:

- a. Effective May 1, 2012      2.00%
- b. Effective May 1, 2013      1.75%
- c. Effective May 1, 2014      1.25%

Each cell in the 35-hour/week Salary Ranges (Appendix A) will be increased by the scale increase identified above.

Each cell in the 37.5 and 40-hour/week Salary Ranges (Appendix A) will be increased to ensure that the hourly rate for these salary ranges is the same as the 35-hour/week salary range.

## **BENEFITS**

- 36.07 The benefits provided to members of the Bargaining Unit will be those that were in effect during the life of the previous Collective Agreement (i.e. the Collective Agreement effective May 1, 2010 to April 30, 2012).
- 36.08 Benefit coverage summarized in Articles 36.08 and 36.09, and the summary below, shall be subject to the rules and regulations of the carriers and shall be in accordance with the master policies. Members can obtain specific information regarding benefit coverage by contacting the Office of Human Resources. A summary of all benefits is provided below (Article 36.10 (a) through (g)).

The University shall provide a copy of the master benefit plans to the President of the Bargaining Unit.

- a. **HEALTH SERVICES** - Deductible is \$10.00/Single or \$20.00/Family per calendar year; Co-insurance for Health Services is 100%.
- i. **DRUGS** - drugs legally requiring a prescription by law, diabetic needles and syringes, limited access and life sustaining over-the-counter drugs.
  - ii. **EMERGENCY TRANSPORTATION** - Ambulance Transportation, for land or air ambulance to the nearest hospital equipped to provide the required treatment.
  - iii. **ACCIDENTAL DENTAL BENEFITS** – Accidental Dental benefits for treatment by a dentist. A dental accident report form must be submitted immediately following the accident.
  - iv. **ACCOMMODATION - SEMI-PRIVATE** (Coverage is provided for a Semi-Private Room in a public general hospital); **PRIVATE** (Coverage is provided for a Private Room in a public general hospital); **NURSING HOME** (Long Term Care (LTC) Facility up to a \$55.53 maximum per day - prior approval is necessary).
  - v. **MEDICAL ITEMS** - Prosthetic Appliances and Durable Medical Equipment as well as replacements, repairs, fittings and adjustments of such devices. Includes coverage for Surgical Stockings – 2 pair per calendar year up to \$50 per pair.
  - vi. **AUDIO** - Reimbursement for standard hearing aids, repairs or replacement parts up to a maximum of \$750.00 per ear once every 2 calendar years. Batteries are not eligible.

b. PARAMEDICAL SERVICES

- i. Physiotherapist - usual, reasonable and customary charges with no annual maximum.
- ii. Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, Acupuncturist or Speech Therapist - \$20.00 co-pay (i.e. amount plan member pays) per visit to a \$500.00 maximum per paramedical discipline per calendar year.
- iii. Chiropractor X-rays, Osteopath X-rays and Podiatrist X-rays up to a \$15.00 maximum per paramedical discipline per calendar year.
- iv. Registered Massage Therapist (medical referral required) - \$20.00 co-pay (i.e. amount plan member pays) per visit to a \$500.00 maximum per calendar year.
- v. Psychologist Benefits - \$20.00 co-pay (i.e. amount plan member pays) per visit to a maximum of \$1,000.00 per calendar year.
- vi. Private Duty Nursing Benefits for the services of a Registered Nurse (R.N.) or Registered Practical Nurse (R.P.N.)/Licensed Practical Nurse (L.P.N.) in the home on a full or part shift basis. A Pre-Authorization Form for Private Duty Nursing must be completed by the attending physician and submitted to Green Shield. Failure to comply may result in non-payment.

NOTE:

- Ontario residents only: Podiatry Services are eligible in coordination with OHIP
- Paramedical services are only eligible when the practitioner rendering the service is licensed by their provincial association and that association is recognized by Green Shield Canada. Please contact the Green Shield Customer Service Centre to confirm eligibility when in doubt.

- c. VISION - maximum of \$375.00 every 2-calendar years for prescription eye glasses and/or contact lenses and/or laser eye surgery. Vision benefits include coverage for eye examinations within the maximum benefit of \$375.00 every two calendar years. Reimbursement for eye exams is subject to the rules and regulations of the benefit carrier as agreed to in Article 36.10 of the Collective Agreement.

d. DENTAL

- i. **Basic Services** – 100% co-insurance with 6-month recall exams, no maximum.
  - Recalls include exams, bitewing X-rays, preventive cleanings and fluoride treatments.
  - Complete, general or comprehensive oral exams, full mouth X-rays and panoramic X-rays.

- Basic restorations, fillings and inlays.
  - Extractions and surgical services. General anaesthetics and intravenous sedation only when done in conjunction with eligible extraction(s) and/or oral surgery. Sleep dentistry is not eligible.
- ii. **Comprehensive Basic Services** – 100 % co-insurance, no maximum.
- Endodontic treatment including standard root canal therapy, excluding retreatments.
  - Periodontal treatment including scaling and/or root planing.
  - Standard denture services including relining and rebasing of dentures plus denture adjustments after 3 months from installation.
- iii. **Major Restorative Services** – 100 % co-insurance to a maximum of \$1500.00 per calendar year.
- Standard dentures, complete, immediate and partial.
  - Standard crown restorations or onlays on natural teeth.
  - Repair or recementing of crowns, onlays and bridgework on natural teeth.
  - Standard bridges, including pontics, abutment retainers/crowns on natural teeth.
- iv. **Orthodontic Benefits** – 50% co-insurance to a maximum of \$3000.00 per lifetime.
- Orthodontic treatment to straighten teeth and correct the bite.
  - Subject to a usual and customary monthly cap as established by Green Shield.
- v. Eligible claims are reimbursed at the level stated above and in accordance with the current Ontario Dental Association Fee Guide for General Practitioners.
- e. **DELUXE TRAVEL PLAN QJ**
- i. Travel Benefits are eligible within the first 180 days per trip
  - ii. 100% Co-insurance to a maximum \$1,000,000.00 per calendar year for Emergency Services and \$50,000.00 per calendar year for Referral Services.
  - iii. Hospital and medical services are eligible only if the employee's provincial government health plan provides payment toward the cost of the services received.
- f. **TUITION WAIVER AND EDUCATIONAL ASSISTANCE** – See Appendix C for Terms and Conditions of the Brock University Tuition

Waiver Policy for Dependants and the Terms and Conditions of the  
Brock University Educational Assistance Policy for Employees.

- g. ELIGIBLE DEPENDENTS - Spouse, which includes marital partner or common-law partner; Children, step-children and common-law children under 21 years of age provided they rely upon the employee for support and maintenance; Children, step-children and common-law children under 25 years of age and attending an accredited educational institution, college or university on a full-time basis provided they rely upon the employee for support and maintenance; any mentally or physically disabled child past the maximum ages stated above provided they became disabled prior to the maximum ages and the disability has been continuous. The child, upon reaching the maximum age, must still be incapable of self-sustaining employment and be dependent on the employee for support and maintenance.

36.09 Where a member and a member's dependent are both employed at the University, claims shall be co-ordinated so that reimbursement from both coverage's is possible, but they shall not exceed one hundred percent (100%) of the actual claim.

36.10 Limited term members who work less than nine (9) consecutive months are not entitled to benefit coverage

36.11 Full time limited term members who are appointed to terms of nine (9) months or more are entitled to benefits as provided for in this Agreement during the term of their appointment.

36.12 Part time limited term members who are appointed to terms of nine (9) months or more shall be entitled to prorated benefits as follows:

- a. Employees who work between 33% and 49% (inclusively) full time equivalent service shall qualify for benefits coverage prorated to 40% of full time coverage over the term of their appointment.
- b. Employees who work between 50% and 74% (inclusively) full time equivalent service shall qualify for benefits coverage prorated to 60% of full time coverage over the term of their appointment.
- c. Employees who work between 75% and 99% (inclusively) full time equivalent service shall qualify for benefits coverage prorated to 80% of full time coverage over the term of their appointment.

36.13 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 terms of the Long Term Disability benefit coverage available to Bargaining Unit members do not extend past age

65. Accordingly, members of the Bargaining Unit who work beyond age 65 are not eligible for LTD benefit coverage.

- 36.14 Retired members of the Bargaining Unit shall be entitled to the following benefits: Brock University email account; library borrowing privileges; and membership at the Brock University Athletic Facility at the rate available to Brock University staff.
- 36.15 All benefits under the Extended Health Services Plan, Dental Plan and the Tuition Waiver Policy for dependents shall continue for the family of a deceased member of the Bargaining Unit for twelve (12) months from the time of death.
- 36.16 Members who retire and who are at least fifty-five (55) years old and who have at least ten (10) full years of service at the University shall continue to receive extended health and dental benefits until their normal date of retirement (i.e. the first day of the month coinciding with or next following attainment of age sixty-five (65)).

## **PENSION PLAN**

- 36.17 The Brock University Pension Plan (BUPP) shall be the recognized Pension Plan for members of the Bargaining Unit.
- 36.18 The terms and conditions of the Brock University Pension Plan shall govern.
- 36.19 The Bargaining Unit shall be entitled to have one (1) representative on the Brock University Pension Committee.
- 36.20 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Bargaining Unit.
- 36.21 There shall be no reduction of benefits as provided in the Pension Plan as at the date the Bargaining Unit was certified.
- 36.22 Mandatory retirement in the Province of Ontario was eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The Brock Pension Plan, the Canadian Income Tax Act and other relevant statutes govern the administration of the Pension Plan, including the right of Bargaining Unit members to participate in the Pension Plan. Accordingly, members of the Bargaining Unit who work beyond age 65 are eligible to participate in the Pension Plan in accordance with and to the extent allowed by the terms of the Pension Plan, the Canadian Income Tax Act and other relevant statutes.

## **Article 37 – DEFINITIONS**

O.S.S.T.F. or Union	Shall mean the Ontario Secondary School Teacher's Federation.
Bargaining Unit	Shall mean the Office, Clerical, Administrative, and Library Support Bargaining Unit of O.S.S.T.F., as described in Article 2.01.
The University or Employer	Shall mean Brock University.

## **Article 38 – GENERAL**

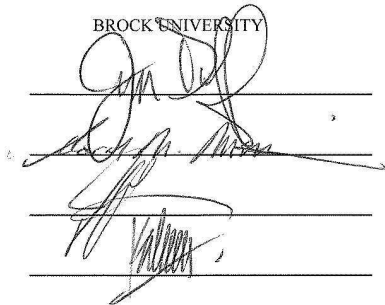
- 38.01 All schedules and appendices attached shall form an integral part of this agreement and are grievable.
- 38.02 There shall be a reasonable period of not less than four weeks, when parking passes are first available for purchase each year, during which O.S.S.T.F. members, BUFA members and University staff shall have opportunity to purchase parking passes before they are available for sale to other members of the Brock University community.

## **Article 39 – DURATION OF AGREEMENT**

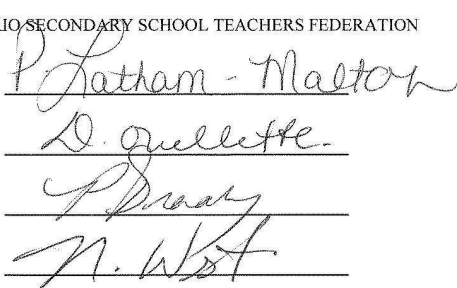
- 39.01 This Agreement shall be in effect from May 1, 2012 and shall continue in force up to and including April 30, 2015, and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.
- 39.02 If either Party gives notice of its desire to negotiate amendments in accordance with 39.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.

39.03 IN WITNESS whereof, the Parties 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 15<sup>th</sup> of August, 2012.

BROCK UNIVERSITY



ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION



# Appendix A

## Salary Ranges Effective May 1, 2012

### 35.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$24,883	\$26,127	\$27,433	\$28,528	\$29,386	\$29,973	\$30,572	\$31,184	\$31,807	\$32,442	\$33,091	\$33,753	\$34,518
A	\$26,127	\$27,433	\$28,804	\$29,955	\$30,854	\$31,471	\$32,099	\$32,742	\$33,397	\$34,065	\$34,746	\$35,441	\$36,243
B	\$27,433	\$28,804	\$30,243	\$31,454	\$32,396	\$33,045	\$33,704	\$34,378	\$35,066	\$35,765	\$36,482	\$37,212	\$38,056
C	\$28,804	\$30,243	\$31,756	\$33,023	\$34,017	\$34,637	\$35,291	\$35,969	\$36,662	\$37,375	\$38,109	\$38,863	\$39,659
D	\$30,243	\$31,756	\$33,345	\$34,678	\$35,718	\$36,432	\$37,162	\$37,905	\$38,662	\$39,435	\$40,226	\$41,028	\$41,958
E	\$31,756	\$33,345	\$35,012	\$36,413	\$37,504	\$38,255	\$39,019	\$39,800	\$40,596	\$41,408	\$42,236	\$43,081	\$44,054
F	\$33,345	\$35,012	\$36,763	\$38,233	\$39,380	\$40,167	\$40,969	\$41,788	\$42,626	\$43,476	\$44,348	\$45,233	\$46,257
G	\$35,012	\$36,763	\$38,601	\$40,145	\$41,350	\$42,176	\$43,019	\$43,879	\$44,757	\$45,652	\$46,565	\$47,496	\$48,569
H	\$36,763	\$38,601	\$40,532	\$42,153	\$43,417	\$44,286	\$45,172	\$46,075	\$46,997	\$47,938	\$48,895	\$49,875	\$50,997

### Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$13.67	\$14.36	\$15.07	\$15.67	\$16.15	\$16.47	\$16.80	\$17.13	\$17.48	\$17.83	\$18.18	\$18.55	\$18.97
A	\$14.36	\$15.07	\$15.83	\$16.46	\$16.95	\$17.29	\$17.64	\$17.99	\$18.35	\$18.72	\$19.09	\$19.47	\$19.91
B	\$15.07	\$15.83	\$16.62	\$17.28	\$17.80	\$18.16	\$18.52	\$18.89	\$19.25	\$19.65	\$20.05	\$20.45	\$20.91
C	\$16.62	\$17.45	\$18.15	\$18.69	\$19.15	\$19.46	\$19.83	\$20.23	\$20.64	\$21.05	\$21.45	\$21.86	\$22.35
D	\$17.45	\$18.32	\$19.24	\$20.01	\$20.61	\$21.02	\$21.44	\$21.87	\$22.31	\$22.75	\$23.21	\$23.67	\$24.21
E	\$18.32	\$19.24	\$20.20	\$21.01	\$21.64	\$22.07	\$22.51	\$22.96	\$23.42	\$23.89	\$24.37	\$24.85	\$25.42
F	\$19.24	\$20.20	\$21.21	\$22.06	\$22.72	\$23.17	\$23.64	\$24.11	\$24.59	\$25.08	\$25.59	\$26.10	\$26.69
G	\$20.20	\$21.21	\$22.27	\$23.16	\$23.86	\$24.33	\$24.82	\$25.32	\$25.82	\$26.34	\$26.87	\$27.40	\$28.02

### 37.3 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$26,657	\$28,002	\$29,387	\$30,557	\$31,493	\$32,117	\$32,760	\$33,404	\$34,086	\$34,769	\$35,451	\$36,173	\$36,992
A	\$28,002	\$29,387	\$30,869	\$32,097	\$33,053	\$33,716	\$34,398	\$35,081	\$35,793	\$36,504	\$37,226	\$37,967	\$38,825
B	\$29,387	\$30,869	\$32,409	\$33,696	\$34,710	\$35,417	\$36,114	\$36,836	\$37,577	\$38,318	\$39,098	\$39,878	\$40,775
C	\$30,869	\$32,409	\$34,028	\$35,393	\$36,446	\$37,167	\$37,928	\$38,669	\$39,449	\$40,248	\$41,048	\$41,867	\$42,822
D	\$32,409	\$34,028	\$35,724	\$37,148	\$38,279	\$39,039	\$39,819	\$40,619	\$41,418	\$42,257	\$43,095	\$43,953	\$44,948
E	\$34,028	\$35,724	\$37,518	\$39,020	\$40,190	\$40,989	\$41,808	\$42,647	\$43,505	\$44,363	\$45,260	\$46,157	\$47,210
F	\$35,724	\$37,518	\$39,390	\$40,370	\$41,298	\$42,198	\$43,095	\$44,037	\$45,069	\$46,086	\$47,122	\$48,158	\$49,269
G	\$37,518	\$39,390	\$41,360	\$43,017	\$44,304	\$45,182	\$46,098	\$47,015	\$47,951	\$48,906	\$49,901	\$50,895	\$52,046
H	\$39,390	\$41,360	\$43,427	\$45,162	\$46,527	\$47,444	\$48,399	\$49,374	\$50,349	\$51,363	\$52,397	\$53,430	\$54,639

### 40 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$28,434	\$29,869	\$31,346	\$32,594	\$33,592	\$34,258	\$34,944	\$35,630	\$36,358	\$37,086	\$37,814	\$38,584	\$39,458
A	\$29,869	\$31,346	\$32,926	\$34,237	\$35,256	\$35,963	\$36,691	\$37,419	\$38,168	\$38,938	\$39,707	\$40,498	\$41,413
B	\$31,346	\$32,926	\$34,570	\$35,942	\$37,024	\$37,773	\$38,522	\$39,291	\$40,082	\$40,872	\$41,704	\$42,536	\$43,493
C	\$32,926	\$34,570	\$36,296	\$37,752	\$38,875	\$39,645	\$40,456	\$41,245	\$42,078	\$42,931	\$43,784	\$44,658	\$45,677
D	\$34,570	\$36,296	\$38,106	\$39,624	\$40,830	\$41,642	\$42,474	\$43,326	\$44,179	\$45,074	\$45,968	\$46,893	\$47,944
E	\$36,296	\$38,106	\$40,019	\$41,621	\$42,869	\$43,722	\$44,595	\$45,490	\$46,405	\$47,320	\$48,277	\$49,234	\$50,357
F	\$38,106	\$40,019	\$42,016	\$43,701	\$45,001	\$45,906	\$46,821	\$47,757	\$48,714	\$49,690	\$50,690	\$51,688	\$52,874
G	\$40,019	\$42,016	\$44,117	\$45,885	\$47,258	\$48,194	\$49,171	\$50,149	\$51,147	\$52,166	\$53,227	\$54,288	\$55,515
H	\$42,016	\$44,117	\$46,322	\$48,173	\$49,629	\$50,606	\$51,626	\$52,686	\$53,706	\$54,787	\$55,890	\$56,992	\$58,282

# Salary Ranges Effective May 1, 2013

## 39.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$25,318	\$26,584	\$27,913	\$29,027	\$30,900	\$30,498	\$31,107	\$31,730	\$32,364	\$33,010	\$33,670	\$34,344	\$35,122
A	\$26,584	\$27,913	\$29,308	\$30,479	\$31,394	\$32,022	\$32,661	\$33,315	\$33,981	\$34,661	\$35,354	\$36,061	\$36,877
B	\$27,913	\$29,308	\$30,772	\$32,004	\$32,963	\$33,623	\$34,294	\$34,980	\$35,680	\$36,391	\$37,120	\$37,863	\$38,722
C	\$29,308	\$30,772	\$32,212	\$33,603	\$34,612	\$35,304	\$36,010	\$36,731	\$37,465	\$38,213	\$38,979	\$39,759	\$40,658
D	\$30,772	\$32,212	\$33,629	\$35,285	\$36,343	\$37,070	\$37,812	\$38,568	\$39,339	\$40,125	\$40,930	\$41,746	\$42,682
E	\$32,212	\$33,629	\$35,285	\$37,050	\$38,160	\$38,924	\$39,702	\$40,497	\$41,306	\$42,133	\$42,975	\$43,835	\$44,825
F	\$33,629	\$35,285	\$37,050	\$38,902	\$40,069	\$40,870	\$41,686	\$42,519	\$43,372	\$44,237	\$45,124	\$46,025	\$47,066
G	\$35,285	\$37,050	\$38,902	\$40,848	\$42,074	\$42,914	\$43,772	\$44,647	\$45,540	\$46,451	\$47,380	\$48,327	\$49,419
H	\$37,050	\$38,902	\$40,848	\$42,891	\$44,177	\$45,061	\$45,963	\$46,881	\$47,819	\$48,777	\$49,751	\$50,748	\$51,889

## Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$13.91	\$14.61	\$15.34	\$15.95	\$16.43	\$16.76	\$17.09	\$17.43	\$17.78	\$18.14	\$18.50	\$18.87	\$19.30
A	\$14.61	\$15.34	\$16.10	\$16.75	\$17.25	\$17.59	\$17.93	\$18.30	\$18.67	\$19.04	\$19.43	\$19.81	\$20.26
B	\$15.34	\$16.10	\$16.91	\$17.58	\$18.11	\$18.47	\$18.84	\$19.22	\$19.60	\$20.00	\$20.40	\$20.80	\$21.28
C	\$16.10	\$16.91	\$17.75	\$18.46	\$19.02	\$19.40	\$19.79	\$20.18	\$20.59	\$21.00	\$21.42	\$21.85	\$22.34
D	\$16.91	\$17.75	\$18.64	\$19.39	\$19.97	\$20.37	\$20.78	\$21.19	\$21.61	\$22.05	\$22.49	\$22.94	\$23.46
E	\$17.75	\$18.64	\$19.57	\$20.36	\$20.97	\$21.39	\$21.81	\$22.25	\$22.69	\$23.15	\$23.61	\$24.09	\$24.63
F	\$18.64	\$19.57	\$20.55	\$21.37	\$22.02	\$22.46	\$22.90	\$23.36	\$23.83	\$24.31	\$24.79	\$25.29	\$25.86
G	\$19.57	\$20.55	\$21.58	\$22.44	\$23.12	\$23.58	\$24.05	\$24.53	\$25.02	\$25.52	\$26.03	\$26.55	\$27.15
H	\$20.55	\$21.58	\$22.66	\$23.57	\$24.27	\$24.76	\$25.25	\$25.76	\$26.27	\$26.80	\$27.34	\$27.88	\$28.51

## 37.3 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$27,125	\$28,490	\$29,913	\$31,103	\$32,039	\$32,682	\$33,326	\$33,968	\$34,611	\$35,273	\$35,945	\$36,797	\$37,635
A	\$28,490	\$29,913	\$31,395	\$32,663	\$33,638	\$34,301	\$35,000	\$35,685	\$36,407	\$37,128	\$37,889	\$38,630	\$39,507
B	\$29,913	\$31,395	\$32,975	\$34,281	\$35,315	\$36,017	\$36,738	\$37,479	\$38,220	\$39,000	\$39,780	\$40,560	\$41,496
C	\$31,395	\$32,975	\$34,613	\$35,997	\$37,088	\$37,830	\$38,591	\$39,351	\$40,151	\$40,950	\$41,769	\$42,608	\$43,563
D	\$32,975	\$34,613	\$36,348	\$37,811	\$38,942	\$39,722	\$40,521	\$41,321	\$42,140	\$42,998	\$43,856	\$44,733	\$45,747
E	\$34,613	\$36,348	\$38,162	\$39,702	\$40,892	\$41,711	\$42,530	\$43,388	\$44,265	\$45,143	\$46,040	\$46,976	\$48,029
F	\$36,348	\$38,162	\$40,073	\$41,672	\$42,939	\$43,797	\$44,655	\$45,552	\$46,469	\$47,405	\$48,341	\$49,316	\$50,427
G	\$38,162	\$40,073	\$42,081	\$43,758	\$45,084	\$45,981	\$46,898	\$47,834	\$48,789	\$49,764	\$50,759	\$51,773	\$52,943
H	\$40,073	\$42,081	\$44,187	\$45,962	\$47,327	\$48,282	\$49,238	\$50,232	\$51,227	\$52,260	\$53,313	\$54,366	\$55,595

## 40 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$28,933	\$30,389	\$31,907	\$33,176	\$34,174	\$34,861	\$35,547	\$36,254	\$36,982	\$37,731	\$38,480	\$39,250	\$40,144
A	\$30,389	\$31,907	\$33,488	\$34,840	\$35,880	\$36,567	\$37,336	\$38,064	\$38,834	\$39,603	\$40,414	\$41,205	\$42,141
B	\$31,907	\$33,488	\$35,173	\$36,566	\$37,669	\$38,418	\$39,187	\$39,978	\$40,768	\$41,600	\$42,432	\$43,264	\$44,262
C	\$33,488	\$35,173	\$36,920	\$38,397	\$39,562	\$40,352	\$41,163	\$41,974	\$42,827	\$43,680	\$44,554	\$45,448	\$46,467
D	\$35,173	\$36,920	\$38,771	\$40,331	\$41,538	\$42,370	\$43,222	\$44,075	\$44,949	\$45,864	\$46,779	\$47,715	\$48,737
E	\$36,920	\$38,771	\$40,706	\$42,349	\$43,618	\$44,491	\$45,365	\$46,280	\$47,216	\$48,152	\$49,109	\$50,107	\$51,230
F	\$38,771	\$40,706	\$42,744	\$44,450	\$45,802	\$46,717	\$47,632	\$48,588	\$49,566	\$50,565	\$51,563	\$52,603	\$53,789
G	\$40,706	\$42,744	\$44,886	\$46,675	\$48,090	\$49,046	\$50,024	\$51,022	\$52,042	\$53,082	\$54,142	\$55,224	\$56,472
H	\$42,744	\$44,886	\$47,133	\$49,026	\$50,482	\$51,501	\$52,520	\$53,581	\$54,642	\$55,744	\$56,867	\$57,990	\$59,301

## Salary Ranges Effective May 1, 2014

## 39.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$25,634	\$26,916	\$28,262	\$29,390	\$30,274	\$30,879	\$31,496	\$32,127	\$32,769	\$33,423	\$34,091	\$34,773	\$35,561
A	\$26,916	\$28,262	\$29,674	\$30,860	\$31,786	\$32,422	\$33,069	\$33,731	\$34,406	\$35,094	\$35,796	\$36,512	\$37,336
B	\$28,262	\$29,674	\$31,157	\$32,404	\$33,375	\$34,043	\$34,723	\$35,417	\$36,126	\$36,846	\$37,564	\$38,306	\$39,068
C	\$29,674	\$31,157	\$32,716	\$34,023	\$35,045	\$35,745	\$36,460	\$37,190	\$37,933	\$38,691	\$39,466	\$40,256	\$41,166
D	\$31,157	\$32,716	\$34,353	\$35,726	\$36,797	\$37,533	\$38,285	\$39,050	\$39,831	\$40,627	\$41,442	\$42,268	\$43,226
E	\$32,716	\$34,353	\$36,070	\$37,513	\$38,637	\$39,411	\$40,198	\$41,003	\$41,822	\$42,660	\$43,512	\$44,383	\$45,385
F	\$34,353	\$36,070	\$37,874	\$39,388	\$40,570	\$41,381	\$42,207	\$43,050	\$43,914	\$44,790	\$45,688	\$46,600	\$47,654
G	\$36,070	\$37,874	\$39,768	\$41,359	\$42,600	\$43,450	\$44,319	\$45,205	\$46,109	\$47,032	\$47,972	\$48,931	\$50,037
H	\$37,874	\$39,768	\$41,757	\$43,427	\$44,729	\$45,624	\$46,538	\$47,467	\$48,417	\$49,387	\$50,373	\$51,382	\$52,536

## Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$14.06	\$14.79	\$15.53	\$16.15	\$16.63	\$16.97	\$17.31	\$17.65	\$18.00	\$18.36	\$18.73	\$19.11	\$19.54
A	\$14.79	\$15.53	\$16.30	\$16.96	\$17.46	\$17.81	\$18.17	\$18.53	\$18.95	\$19.28	\$19.67	\$20.06	\$20.52
B	\$15.53	\$16.30	\$17.12	\$17.80	\$18.34	\$18.70	\$19.08	\$19.46	\$19.85	\$20.25	\$20.65	\$21.06	\$21.54
C	\$16.30	\$17.12	\$17.98	\$18.69	\$19.26	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.68	\$22.12	\$22.62
D	\$17.12	\$17.98	\$18.88	\$19.63	\$20.22	\$20.62	\$21.04	\$21.46	\$21.89	\$22.32	\$22.77	\$23.22	\$23.75
E	\$17.98	\$18.88	\$19.82	\$20.61	\$21.23	\$21.65	\$22.09	\$22.54	\$22.98	\$23.44	\$23.91	\$24.39	\$24.94
F	\$18.88	\$19.82	\$20.81	\$21.64	\$22.29	\$22.74	\$23.19	\$23.65	\$24.13	\$24.61	\$25.10	\$25.60	\$26.18
G	\$19.82	\$20.81	\$21.85	\$22.72	\$23.41	\$23.87	\$24.35	\$24.84	\$25.33	\$25.84	\$26.36	\$26.89	\$27.49
H	\$20.81	\$21.85	\$22.94	\$23.86	\$24.58	\$25.07	\$25.57	\$26.08	\$26.60	\$27.14	\$27.68	\$28.23	\$28.87

## 37.3 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$27,456	\$28,841	\$30,284	\$31,493	\$32,429	\$33,092	\$33,755	\$34,418	\$35,100	\$35,802	\$36,524	\$37,265	\$38,103
A	\$28,841	\$30,284	\$31,785	\$33,072	\$34,047	\$34,790	\$35,432	\$36,134	\$36,855	\$37,596	\$38,357	\$39,117	\$40,014
B	\$30,284	\$31,785	\$33,384	\$34,710	\$35,763	\$36,465	\$37,206	\$37,947	\$38,708	\$39,488	\$40,288	\$41,067	\$42,003
C	\$31,785	\$33,384	\$35,061	\$36,446	\$37,557	\$38,298	\$39,059	\$39,839	\$40,638	\$41,457	\$42,276	\$43,134	\$44,109
D	\$33,384	\$35,061	\$36,816	\$38,279	\$39,429	\$40,209	\$41,028	\$41,847	\$42,686	\$43,524	\$44,402	\$45,279	\$46,313
E	\$35,061	\$36,816	\$38,649	\$40,190	\$41,399	\$42,218	\$43,076	\$43,934	\$44,811	\$45,708	\$46,625	\$47,561	\$48,633
F	\$36,816	\$38,649	\$40,580	\$42,198	\$43,466	\$44,343	\$45,221	\$46,118	\$47,054	\$47,990	\$48,945	\$49,920	\$51,051
G	\$38,649	\$40,580	\$42,608	\$44,304	\$45,650	\$46,547	\$47,483	\$48,438	\$49,394	\$50,388	\$51,402	\$52,436	\$53,606
H	\$40,580	\$42,608	\$44,733	\$46,527	\$47,931	\$48,887	\$49,862	\$50,856	\$51,870	\$52,923	\$53,976	\$55,049	\$56,297

## 40 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
AA	\$29,286	\$30,763	\$32,302	\$33,592	\$34,590	\$35,298	\$36,005	\$36,712	\$37,440	\$38,189	\$38,958	\$39,749	\$40,643
A	\$30,763	\$32,302	\$33,904	\$35,277	\$36,317	\$37,045	\$37,794	\$38,542	\$39,312	\$40,102	\$40,914	\$41,725	\$42,682
B	\$32,302	\$33,904	\$35,561	\$36,875	\$37,817	\$38,596	\$39,386	\$40,177	\$41,288	\$42,120	\$42,952	\$43,805	\$44,803
C	\$33,904	\$35,561	\$37,270	\$38,875	\$40,061	\$40,851	\$41,662	\$42,494	\$43,347	\$44,221	\$45,094	\$46,010	\$47,050
D	\$35,561	\$37,270	\$39,039	\$40,830	\$42,058	\$42,890	\$43,763	\$44,637	\$45,531	\$46,426	\$47,362	\$48,298	\$49,400
E	\$37,270	\$39,039	\$40,869	\$42,869	\$44,158	\$45,032	\$45,947	\$46,862	\$47,798	\$48,755	\$49,733	\$50,731	\$51,875
F	\$39,039	\$40,869	\$42,826	\$44,811	\$46,363	\$47,299	\$48,235	\$49,182	\$50,190	\$51,189	\$52,208	\$53,248	\$54,454
G	\$40,869	\$42,826	\$44,848	\$46,925	\$48,693	\$49,650	\$50,648	\$51,667	\$52,686	\$53,747	\$54,829	\$55,931	\$57,179
H	\$42,826	\$44,848	\$46,941	\$49,129	\$51,126	\$52,146	\$53,186	\$54,246	\$55,328	\$56,451	\$57,574	\$58,718	\$60,050

## Appendix B

File No. 0400-02-R

The Labour Relations Act, 1995

Before the Ontario Labour Board

Between:

Ontario Secondary School Teachers' Federation, **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 Ontario Secondary School Teachers' Federation as the bargaining agent of all office, clerical administrative, and library support employees at Brock University in the Regional Municipality of Niagara and the City of Hamilton classified by the University in employee groups AA-H, save and except the following employees: a) supervisors; b) those above the rank of supervisor; c) those engaged in a confidential capacity related to labour relations; d) administrative and professional staff classified in employee groups I-Q; e) those employed in Human Resources, the Offices of the President (1), Vice-Presidents (1 in each office), Secretary to the University (1) and the Dean of Education (1); f) casual employees as defined by the University; g) students; and h) any employee already covered by a collective agreement at the University.

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 9th day of July, 2002.

ONTARIO LABOUR RELATIONS BOARD

P.M. Grenier

(Seal)

---

Deputy Registrar

## **Appendix C**

### **Terms and Conditions of the Brock University Tuition Waiver Policy for Dependents**

#### **Eligibility:**

To be eligible to apply for waiver of tuition the applicant must meet the following criteria:

- Be the spouse of a permanent faculty or staff member, OR  
be a child of a permanent faculty or staff member, OR  
be the spouse or child of a retired or deceased permanent faculty or staff member.
- Children must be under 25 years of age and be financially dependent on the faculty or staff member.
- The current faculty or staff member must have been employed on a permanent basis for a period of one year prior to confirmation of registration.
- The current faculty or staff member must be a permanent employee at the time of registration.

#### **Conditions:**

- Tuition waiver is for undergraduate credit courses only. Audited, non-credit and graduate courses are not included.
- The waiver of tuition covers the cost of tuition only. Ancillary fees are not included and must be paid at confirmation of registration.
- Where the faculty or staff member is permanent but less than full time (i.e. eligible for 80%, 60%, or 40% tuition benefits), the spouse or child will be required to pay the difference in tuition costs at the time of confirmation of registration.
- In order to maintain the privilege of tuition waiver, the spouse or child must be promoted and/or pass the course(s) in which they are enrolled.
- Should a spouse or child not successfully complete a course or withdraw from a course, it will be necessary for that student to pay the tuition or withdrawal fees in order to re-establish the privilege of tuition waiver prior to their next confirmation of registration.
- Tuition Waiver for spouses and children is a taxable benefit for the faculty or staff member receiving the benefit and, accordingly, the applicable benefit amount will appear on the faculty or staff member's T4 slip.
- A copy of this waiver of tuition, approved by Human Resources, must be presented by the spouse or faculty member at confirmation of registration.

## **Terms and Conditions of the Brock University Educational Assistance Policy for Employees**

### **Eligibility:**

To be eligible to apply for educational assistance the faculty or staff member must be a permanent employee at the time of confirmation of registration. This includes employees whose job type is recognized as Permanent Full Time, Permanent Part Time or Permanent Seasonal.

### **Conditions:**

- Educational assistance is for Brock undergraduate and graduate credit courses only. Audited and non-credit courses are not included.
- The waiver of tuition covers the cost of tuition only. Ancillary fees are not included and must be paid at confirmation of registration.
- Where the faculty or staff member is permanent but less than full time (i.e. eligible for 80%, 70%, 60%, or 40% tuition benefits), they will be required to
- pay the difference in tuition costs at the time of confirmation of registration.
- In order to maintain the privilege of educational assistance, the employee must be promoted and/or pass the course(s) in which they are enrolled.
- Should the employee not successfully complete a course or withdraw from a course, they will be required to pay the tuition or withdrawal fees in order to re-establish the privilege of educational assistance prior to their next confirmation of registration.
- A copy of this Educational Assistance Application, approved by Human Resources, must be presented by the employee at confirmation of registration.

## **Appendix D**

### **Re-Classification of Unionized Positions**

With respect to the reclassification of Bargaining Unit positions, the University and the Union agree as follows:

1. Subject to paragraph 3 below, the Parties agree that positions currently in the Bargaining Unit (i.e. job groups AA to H as of June 1, 2005) that are re-evaluated and found to be re-classified to job groups I or J shall continue to be recognized as Bargaining Unit positions so long as they remain in those job groups (i.e. AA to J).
2. In the case of a position that was evaluated out of the Bargaining Unit to job group I or J prior to June 1, 2005, the Parties agree that the employees holding these positions will be given a choice as to whether or not they wish their position to be included in the Bargaining Unit. The Parties will mutually agree on how to offer affected employees this choice. If an employee chooses to have their position included in the Bargaining Unit, the position will become a Bargaining Unit position in the context of this Letter of Understanding; otherwise, the position will remain outside of the Bargaining Unit. Employees who enter the Bargaining Unit will have their current salary maintained and they will advance to the next higher step in the new range on their anniversary date.
3. Paragraph 1 shall not apply if the re-classified position falls within one of the exceptions set out in Article 2.01, Recognition, of the Collective Agreement.
4. The Parties agree that this Letter shall remain in effect for the life of the current Collective Agreement (May 1, 2012 to April 30, 2015) and will be subject to renegotiation by the Parties when the current Collective Agreement is renewed.
5. The salary ranges for Bargaining Unit employees in job groups I or J are as follows:

## Salary Ranges Effective May 1, 2012

### 35.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$38,601	\$40,532	\$42,560	\$44,260	\$45,589	\$46,501	\$47,430	\$48,379	\$49,348	\$50,334	\$51,340	\$52,368	\$53,547
J	\$40,532	\$42,560	\$44,686	\$46,473	\$47,870	\$48,824	\$49,802	\$50,798	\$51,814	\$52,851	\$53,908	\$54,986	\$56,225

### Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$21.21	\$22.27	\$23.38	\$24.32	\$25.05	\$25.55	\$26.06	\$26.58	\$27.11	\$27.66	\$28.21	\$28.77	\$29.42
J	\$22.27	\$23.38	\$24.55	\$25.53	\$26.30	\$26.83	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.21	\$30.89

### 37.5 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$41,360	\$43,427	\$45,591	\$47,424	\$48,848	\$49,823	\$50,817	\$51,831	\$52,865	\$53,937	\$55,010	\$56,102	\$57,369
J	\$43,427	\$45,591	\$47,873	\$49,784	\$51,285	\$52,319	\$53,352	\$54,425	\$55,517	\$56,628	\$57,759	\$58,910	\$60,236

### 40.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$44,117	\$46,322	\$48,630	\$50,586	\$52,104	\$53,144	\$54,205	\$55,286	\$56,389	\$57,533	\$58,677	\$59,842	\$61,194
J	\$46,322	\$48,630	\$51,064	\$53,102	\$54,704	\$55,806	\$56,909	\$58,053	\$59,218	\$60,403	\$61,610	\$62,837	\$64,251

## Salary Ranges Effective May 1, 2013

### 35.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$39,277	\$41,241	\$43,305	\$45,035	\$46,387	\$47,315	\$48,260	\$49,226	\$50,212	\$51,215	\$52,238	\$53,284	\$54,484
J	\$41,241	\$43,305	\$45,468	\$47,286	\$48,708	\$49,678	\$50,674	\$51,687	\$52,721	\$53,776	\$54,851	\$55,948	\$57,209

### Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$21.58	\$22.66	\$23.79	\$24.74	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59	\$28.14	\$28.70	\$29.28	\$29.94
J	\$22.66	\$23.79	\$24.98	\$25.98	\$26.76	\$27.30	\$27.84	\$28.40	\$28.97	\$29.55	\$30.14	\$30.74	\$31.43

### 37.5 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$42,081	\$44,187	\$46,391	\$48,243	\$49,706	\$50,700	\$51,714	\$52,748	\$53,801	\$54,873	\$55,965	\$57,096	\$58,383
J	\$44,187	\$46,391	\$48,711	\$50,661	\$52,182	\$53,235	\$54,288	\$55,380	\$56,492	\$57,623	\$58,773	\$59,943	\$61,289

### 40.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$44,886	\$47,133	\$49,483	\$51,459	\$53,019	\$54,080	\$55,162	\$56,264	\$57,387	\$58,531	\$59,696	\$60,902	\$62,275
J	\$47,133	\$49,483	\$51,958	\$54,038	\$55,661	\$56,784	\$57,907	\$59,072	\$60,258	\$61,464	\$62,691	\$63,939	\$65,374

## Salary Ranges Effective May 1, 2014

### 35.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$39,768	\$41,757	\$43,846	\$45,598	\$46,967	\$47,906	\$48,863	\$49,841	\$50,840	\$51,855	\$52,891	\$53,950	\$55,165
J	\$41,757	\$43,846	\$46,036	\$47,877	\$49,317	\$50,299	\$51,307	\$52,333	\$53,380	\$54,448	\$55,537	\$56,647	\$57,924

### Hourly

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$21.85	\$22.94	\$24.09	\$25.05	\$25.81	\$26.32	\$26.85	\$27.39	\$27.93	\$28.49	\$29.06	\$29.64	\$30.31
J	\$22.94	\$24.09	\$25.29	\$26.31	\$27.10	\$27.64	\$28.19	\$28.75	\$29.33	\$29.92	\$30.51	\$31.12	\$31.83

### 37.5 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$42,608	\$44,733	\$46,976	\$48,848	\$50,330	\$51,324	\$52,358	\$53,411	\$54,464	\$55,556	\$56,667	\$57,798	\$59,105
J	\$44,733	\$46,976	\$49,316	\$51,305	\$52,845	\$53,898	\$54,971	\$56,063	\$57,194	\$58,344	\$59,495	\$60,684	\$62,069

### 40.0 Hours/Week

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
I	\$45,448	\$47,715	\$50,107	\$52,104	\$53,685	\$54,746	\$55,848	\$56,971	\$58,094	\$59,259	\$60,445	\$61,651	\$63,045
J	\$47,715	\$50,107	\$52,603	\$54,725	\$56,368	\$57,491	\$58,635	\$59,800	\$61,006	\$62,234	\$63,461	\$64,730	\$66,206