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Article 1: Definitions

- 1.01 The "Act" means the Brock University Act, S.O. 1964, c. 127 as amended by S.O. 1971, c. 107 and from time to time.
- 1.02 "Union" means the Canadian Union of Public Employees (CUPE), Local 4207.
- 1.03 "University" or "Brock University" means the body constituted as Brock University and defined by the Brock University Act, S.O. 1964 and any subsequent amendments. Hereafter called the Employer.
- 1.04 "Academic Year" means the period of time from the first day of July in one year to the last day in June in the year following, inclusive.
- 1.05 "Academic Term" means either the Fall, Winter, Spring or Summer terms.
- 1.06 "Agreement" means this Agreement between Brock University and the Canadian Union of Public Employees, Local 4207.
- 1.07 "Parties" means Parties to this Agreement, that is, Brock University and the Canadian Union of Public Employees, Local 4207.
- 1.08 "Member" means a member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 4976-97-R, dated May 5, 1998, attached as Appendix 'A'.
- 1.09 "Day(s)" means calendar day(s).
- 1.10 "Working Day(s)" means Mondays to Fridays when the University is normally open for business.
- 1.11 "Department" means any academic department or program at Brock University.
- 1.12 "Department Chair" means the chair of a department or the director of a program.
- 1.13 "Supervisor" means the Departmental Chair or Program Director, or someone specifically designated by the Department Chair or Program Director.
- 1.14 The use of the feminine pronoun shall be considered to include the masculine.

- 1.15 “Employee Applicant” means an individual who has seniority under this Collective Agreement and has submitted an application for employment within this Bargaining Unit.
- 1.16 “Applicant” means all individuals (including employee applicants) who have submitted an application for employment within this Bargaining Unit.
- 1.17 “Successful Applicant” means an “employee applicant” or “applicant” who has been offered employment within this Bargaining Unit by the Employer.
- 1.18 “Nominal” – it is understood that nominal hours are the number of hours for which a member is paid. Nominal hours assigned represent a fair estimate of the numbers of hours required for an average, qualified member to complete the assigned duties for a contract. It is recognized that: 1) actual hours worked may vary from nominal hours assigned; 2) actual hours worked may vary from employee to employee even though they are assigned the same duties; and 3) employees are only paid for the number of nominal hours assigned to them, even though they may actually work fewer or more hours than assigned. For example, an experienced TA may take less time to grade an exam than a TA with less experience; however, these TAs will be paid for the same number of nominal hours.

Article 2: Purpose

- 2.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union and to set forth an agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the Employer and the employees represented by the Union.

Article 3: Recognition

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 4207 as the sole and exclusive bargaining agent for all persons employed as Course Coordinators, Instructors, Teaching Assistants, Demonstrators, and Marker/Graders, save and except persons employed as Instructors, Program Coordinators and On-Site-Facilitators in the Faculty of Education, and all other persons employed in an ongoing capacity whose positions are primarily clerical, technical, administrative or professional and who may teach, coordinate, advise or demonstrate as an integral part of that position and persons for whom a trade union held bargaining rights on April 1, 1998.

- 3.02 For the purpose of clarity, it is understood and agreed that employees who are otherwise regularly employed by Brock University in a managerial capacity or in a confidential capacity in matters relating to labour relations are not included in the Bargaining Unit.
- 3.03 The University shall not redefine existing positions, or duties associated with existing positions, as described under Article 22 (Workload) of this Agreement, if redefining the position or duties would result in it no longer being covered by this Agreement.

Article 4: Management Rights

- 4.01 The Union acknowledges that it is the exclusive right and function of the Employer to:
- a. Maintain order, discipline and efficiency;
 - b. Hire, classify, direct, transfer, promote, lay-off;
 - c. Discharge, demote and suspend or otherwise discipline employees for just cause;
 - d. Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, work schedules, equipment and tools to be used and maintenance of same, processes and control of materials to be incorporated in the work and the requirements, procedures, and standards for each work assignment.
- 4.02
- a. The Employer also has the right to make and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to, and discussion with, the Union.
 - b. Copies of all rules and regulations adopted by the Employer which affect the employees in the Bargaining Unit are to be:
 - i. Forwarded to the Union; and
 - ii. Posted on the University's website. Members shall be notified of the website address on individual contracts of employment.
- 4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the

Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

Article 5: No Discrimination or Harassment

- 5.01 There shall be no discrimination or harassment against any employee based on any of the grounds covered by the Ontario Human Rights Code.
- 5.02 The Parties also recognize their rights and responsibilities under the University's Respectful Work and Learning Environment Policy (RWLEP).
- 5.03 The University shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.
- 5.04 A copy of the RWLEP and relevant contact information regarding the RWLEP will be provided on the University website. Hard copies of the RWLEP may be obtained from the Department of Human Rights and Equity Services upon request.
- 5.05 The Union and Employer agree that all employees of the University are responsible to adhere to the University's RWLEP. Complaints shall be dealt with in accordance with the policy. If through the RWLEP processes, the matter is not resolved to the satisfaction of the complainant or respondent, either of them will have recourse to Stage 2 of the grievance procedure (Article 7). Members of the Union are entitled to Union representation in all stages of the RWLEP processes.
- 5.06 Any changes to the RWLEP that the employer intends to make shall be made in accordance with Article 4.02 of this Collective Agreement. In making any changes, the employer will endeavour to address any issues or concerns that are raised by the Union during the discussion required under Article 4.02.

Article 6: Union Security

- 6.01 The Employer agrees to deduct from every employee, the equivalent of such regular monthly Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution and By-Laws, from the first pay of each present employee and each new employee following the completion of the first working day of active employment

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

The Employer shall remit the amount deducted to the Union no more than five (5) calendar days after deductions have been made. Each remittance to the Union will be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list will include:

- a. For all employees who have held an appointment in the current calendar year, employee number, name, address, e-mail address and phone number.
- b. In addition, the following information will be included for each appointment from which Union Dues are being deducted during the pay period in question: job title; course; department; start date; end date; number of sections or hours, as appropriate; number of stipends or hours, as appropriate; total dollar value of contract; union dues for current pay period; and union dues deducted for the current calendar year.

6.02

- a. The Employer agrees to inform all employees that a Union Collective Agreement is in effect by stating such on all job postings and in each offer of appointment.
- b. The Employer will make the text of the Collective Agreement available on the Human Resources website (www.brocku.ca/hr).
- c. The Employer will inform an employee that she may obtain a hardcopy of the Collective Agreement from the Employer or the Union on all job postings and in each offer of appointment.
- d. The Employer shall direct employees to the Union's website, phone extension and office by including such information in each offer of appointment.

6.03

The Employer agrees to prepare and provide copies of this Collective Agreement within forty-five (45) days of the signing of said Collective Agreement. The cost associated with printing the Collective Agreement will be shared equally by the Parties. The Employer shall provide the Union with 300 copies of the Collective Agreement and shall provide the Union with a machine-readable version of the Collective Agreement. Should the Union require additional copies of the Collective Agreement, the Union may request that additional copies be printed. The Union will not unreasonably request additional copies of the Collective Agreement and the University will not unreasonably deny such a request. The cost of printing additional copies of the Collective Agreement will be shared equally by the parties.

- 6.04 The Employer shall provide a reasonably sized demarcated area of bulletin board space in each academic department of no less a size than twenty-two by twenty-eight inches (22" x 28"). This will be clearly marked "Canadian Union of Public Employees, Local 4207 Notices" and shall be for the use of official Union notices. The Employer shall send a list of the locations of bulletin boards to the Union annually.
- 6.05 The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The Employer shall allow the Union the use of all University services, computing services and audio-visual services at internal rates.
- 6.06
- a. The Employer will provide the Union with access to e-mail through the University's modem pool for up to fifteen (15) of its Executives and Officers. Access will be provided on a basis equivalent to University Staff members. It is understood that use of the modem pool is intended for the conduct of Union and/or University business only.
 - b. The Employer shall provide the Union with free Internet access, as well as space on the University website for a Canadian Union of Public Employees, Local 4207 web-page, to be used for Union communications. The Union agrees to save the University harmless from any liability from any action resulting from Union use of University computing services.
 - c. The Employer will provide the Union with suitable, serviced (telephone and power) office space. The Union will bear the cost of telephone service at internal user rates. The Parties agree that Taro 448 shall be the office space provided to CUPE, Local 4207.
 - d. By August 31, 2009, the University will provide the Union with alternate office space than it currently occupies (i.e. Taro Hall 448 – Article 6.06(c)). This alternate space will be approximately the size of MC D402 (i.e. the office occupied by BUFA as of June 30, 2007), or equivalent. In the time leading up to the Union occupying this new, alternate office space, the Union shall be provided with reasonable access to a meeting room scheduled by the Office_of Human Resources if the Union is unable to book space under Article 6.07. The Union will book this space through the Office of Human Resources.
- 6.07 The Employer shall permit the Union to book University rooms through conference services for business meetings of the Local on the

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

- 6.08 The Employer shall invite the Union to attend orientation sessions that are organized at the University or Department level for members of this Bargaining Unit. Departments who hold course specific orientation sessions may invite the Union to attend on the same basis as University and Department level orientation sessions. The Union shall be given a reasonable amount of time at these sessions in order to acquaint members with the Union and the Union's Executive.
- 6.09 Employees who are graduate students and who are elected or appointed to a position in, or employed by, the Union, may submit a request to the Dean of Graduate Studies for an extension to their specified time to completion for their degree. It is understood that 1) extensions must not be greater than twelve (12) months; 2) members may request a maximum of one extension during the completion of their degree; 3) a maximum of three (3) requests for extension may be granted per academic year; 4) when considering requests based on such service, the Dean of Graduate Studies shall take into account the effect of such service upon the completion of the student's degree; 5) requests shall not be unreasonably denied by the Dean of Graduate Studies.

For the purpose of this clause only, the Union shall include CUPE 4207's executive, the Canadian Labour Congress, the Ontario Federation of Labour, and the Ontario division or national body of CUPE.

- 6.10 It is understood by both parties that it is the responsibility of employees who are also students, to manage their time appropriately in order to fulfill both their academic and employment responsibilities. However, if an employee who is also a graduate student can demonstrate that, through no fault of his/her own, a direct conflict exists between employment responsibilities and a deadline for the completion of an academic assignment (excluding tests and examinations), they may apply to the appropriate Chair/Program Director(s) to reschedule, where possible and within the following two (2) weeks, the employment responsibilities which created the direct conflict. It is understood that requests for such rescheduling of work will not be unreasonably sought by the employee, nor unreasonably denied by the Chair/Program Director(s).

Article 7: Grievance Procedure

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

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

7.07 **Informal Complaint Stage**

It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. To that end it is understood that an employee has no grievance until she has first discussed her complaint with her immediate supervisor, Chair/Program Director, or

designate without satisfaction. The employee may, if she wishes, be accompanied by her Steward or in the Steward's absence, the Chief Steward. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay.

If a formal grievance is to be filed, it shall be initiated within fifteen (15) working days of the date of the employee having knowledge of the act in question. Grievances filed by the Union shall be filed in writing to the Dean with a copy to the appropriate Chair/Program Director and Human Resources.

7.08 **Formal Grievance Procedure**

Stage 1:

- a. Within ten (10) working days of the initiation of a grievance, the appropriate Dean, or her designate, and the President of the Union, or her designate, shall meet to attempt to resolve the grievance. It is understood that the Dean may choose to invite the appropriate Chair/Program Director to attend this meeting.
- b. The Parties shall attempt to resolve the grievance for a period of up to fifteen (15) working days starting with the meeting outlined in Article 7.08 (a).
- c. If the grieving Party is not satisfied with the disposition of the grievance after the fifteen (15) working day period outlined in Article 7.08 (b), the grieving Party may submit the grievance to Stage 2, provided that it acts within twenty (20) working days from having received the formal response from Stage 1, or if no response has been received, from the date of the meeting outlined in Article 7.08 (a).

Stage 2:

- d. Within ten (10) working days of the initiation of a grievance to Stage 2, the Associate Vice President, Administration, or her designate, and the President of the Union, or her designate, shall meet to attempt to resolve the grievance.
- e. The Party receiving formal notice shall make formal written response within fifteen (15) working days of the meeting between designates of the Parties.

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

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

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

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

Article 8: Arbitration

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

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

8.03 For a single arbitrator, the following shall apply:

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

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

- b. The persons named in (a) above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute.
- c. If none of the persons named in (a) above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list in (a) above, to appoint an arbitrator.

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

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

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

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

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

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

until the end of the members current appointment, whichever is the lesser.

Article 9: No Strikes or Lockouts

- 9.01 The Union undertakes that there will be no strikes and the Employer undertakes that there will be no lockouts so long as this Agreement continues to operate. The meaning of the words “strike” and “lockout” will be as defined in the Ontario Labour Relations Act.
- 9.02 In the event that another employee group at the University establishes picket lines on campus, CUPE 4207 employees shall not be required to cross said line if they reasonably perceive it to be hostile. Time missed as a result of employees failing to report to work under such circumstances shall be unpaid.

Article 10: Labour/Management Committee

- 10.01 There shall be a Labour/Management Committee made up of equal numbers of representatives of the Parties including at least, the President of CUPE, Local 4207 or designate, the Chief Steward or designate, the Vice-President Academic or designate, and the Associate Vice-President Administration or designate. The Committee may consider any matter relating to the interpretation or administration of the Collective Agreement.
- 10.02 The Committee will meet within fifteen (15) working days of the call of either Party. Prior to the meeting, the Party calling the meeting will advise the other of the proposed agenda for the meeting. The responding Party will, likewise, advise of any further agenda items.
- 10.03 The Labour/Management Committee shall not adjudicate any grievances. However, should the Committee decide to discuss a grievance, it is understood that the grievor shall have the right to attend and participate.
- 10.04 The Labour/Management Committee shall not have the authority to add to or modify the terms of this Agreement.
- 10.05 Each party shall designate a co-chair who will alternately preside at each committee meeting.
- 10.06 The presiding co-chair shall prepare a summary of issues and decisions reached by the Parties each time the Committee meets. This summary will then be forwarded to the other party's co-chair within a reasonable period of time after the meeting. The co-chairs shall then review the

summary and, if the summary accurately reflects the decisions reached in the meeting, sign the document.

Article 11: Union Representation

- 11.01 In order to provide for effective communication between the Union and the Employer on matters arising from this Collective Agreement, the Employer agrees to recognize:
- One (1) Chief Steward from the Bargaining Unit.
 - One (1) Steward from each Faculty employing persons covered by the Collective Agreement.
- 11.02 The Union will provide the Employer by September 30th of each year the names and contact information (i.e. phone number and email address) of its Officers and Stewards. The Union shall notify the Employer if this information changes throughout the year.
- 11.03 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to University premises to consult with the Union.
- 11.04 The Employer shall provide the Union with the equivalent of one full-course instructor stipend annually to compensate Executive Board members of CUPE Local 4207 who meet with the Employer in dealing with grievance and collective agreement issues. The stipend will be provided to the Union on May 1st of each year and be administered by the Union.

Article 12: Reprimands, Discipline and Dismissal

- 12.01 Discipline shall be for just cause only.
- 12.02
- a. At any meeting which is convened by the Employer for purposes of discussing a disciplinary, suspension or discharge matter with an employee, such employee shall have the right to the presence of the Steward. The employee may discuss the matter privately with the Steward, at a place on the premises, before the meeting.
 - b. Within fifteen (15) working days of the University having knowledge of an act in question, a meeting shall be held between the University and the employee(s) in question, for the purpose of investigating the situation. The Union shall be informed of the time and location for such meeting and shall have the right to attend.

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

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

- 12.04
- a. In imposing discipline, discharge or suspension on a current charge, the Employer will not take into account any infractions for which any disciplinary or warning letters were issued earlier than two (2) years prior to the imposition of the discharge or suspension, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current discharge or suspension.
 - b. Any disciplinary action shall be imposed at the earliest reasonable opportunity and shall not be delayed unnecessarily. Therefore, a suspension will normally be served during the contract period in which the infraction occurred. However, in cases where the infraction occurs at a time or in a circumstance that would not allow the suspension to be served during the current appointment, the Employer and the Union shall agree on one of the following options:
 - i. That the suspension be served during a subsequent appointment; or
 - ii. That the suspension be served by withholding earnings from the employee equal to the amount of pay that would have been lost during the suspension.
 - c. A claim by an employee that she has been disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Dean or designate with a copy to the appropriate Chair/Program Director or designate and Human Resources as per the grievance procedure in this Collective Agreement (Article 7).

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

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

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

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

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

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

Article 13: Wages

13.01 Wages shall be paid during the term of this Agreement in accordance with Appendix 'C' which is attached to and forms part of this Agreement.

13.02 **Direct Deposit**

- a. Appointments starting September 1, 2005 or later shall be paid by direct deposit for all members of the Bargaining Unit.
- b. Individual members will be responsible for ensuring that Human Resources has up-to-date banking information. Members who do not provide banking information will receive a pay cheque for their first pay period but shall have all further payments held until up-to date banking information is provided to Human Resources.
- c. The Employer shall instruct members on each offer of appointment to provide Human Resources with up-to-date banking information and shall inform members on each offer of appointment that they are authorizing direct deposit by signing the contract of employment.
- d. All appointments shall be paid using a two-week waiting period (e.g. work completed during the week ending Friday the 5th shall be paid on Friday the 19th). During the life of the collective agreement the employer will endeavour to ensure that there are no unnecessary delays associated with the processing and payment of contracts of employment for members of the Bargaining Unit.
- e. Wages shall be paid every second Friday unless the employee requests that payment be made for an appointment as follows:
 - i. In two installments (i.e. half way through the appointment and at the conclusion of the appointment); or
 - ii. In one installment at the termination of the appointment.

Article 14: Postings

- 14.01 Vacancies in the Bargaining Unit, which the Employer intends to fill, shall be posted as they arise and in accordance with this Article. Within one (1) week, a copy of the posting shall be forwarded to the Union.

An employee applicant applying for a vacancy shall include the information necessary for determining her seniority as defined in Article 15 of this Collective Agreement.

The Employer shall advise on the posting that employee applicants are expected to submit the above mentioned information.

Successful applicants shall be appointed by the Dean of the Faculty on the recommendation of the appropriate Chair.

- 14.02 a. Departments shall post each position in the Bargaining Unit as it arises for a minimum of ten (10) working days. If the position is posted on the CUPE 4207 bulletin board (Article 6.04) the Department shall ensure that there is a reasonable amount of space still available on the bulletin board for Union notices. It is understood that the Employer may subsequently post the position in additional locations after the position has been posted in the department for ten (10) working days.

By August 1, 2008, all departments shall post Bargaining Unit positions in electronic format on the appropriate Departmental website or, if there is no Departmental website, on the University's website.

On or before August 1, 2009, all Bargaining Unit positions shall be posted on a centralized, universally accessible, University wide website. Beyond August 1, 2009, individual departments may continue to post vacancies on the appropriate Departmental website, provided the position is also posted on the University wide website.

Until the University wide website for Bargaining Unit positions is fully implemented, all Bargaining Unit positions shall continue to be posted in hard copy in the appropriate Department; however, once the University wide website for Bargaining Unit positions is fully implemented, departments shall not be required to post hard copies of postings if the Department so chooses.

- b. Postings shall be clearly identified as Canadian Union of Public Employees, Local 4207 and shall include the course, job classification, reasonable qualifications of the position, salary, and the application deadline.
- c. It is in the interest of both Parties that the posting process be fair and expeditious. Therefore, it is agreed that the qualifications posted for all positions in the Bargaining Unit must be reasonable and relevant to the posted position. Qualifications may include the following:
- i. Academic qualifications (e.g. degrees; certificates; research activity and publications; academic standing in courses and/or degree programs);

- ii. Academic teaching experience, including previous satisfactory appointments;
 - iii. Other qualifications and competencies related to the duties of the position (eg. being able to use specific equipment and software).
- d. The Parties agree that the stated qualifications for a position may change for pedagogical reasons when the position is subsequently posted. However, the Employer shall not alter the qualifications for a position for the sole purpose of excluding applicants who previously have performed the appointment satisfactorily.
- e. The Employer shall not be required to post any resulting work assignment if:
- i. An employee withdraws from a work assignment;
 - ii. An unanticipated work assignment occurs;
 - iii. When a work assignment becomes available after the first day of classes as a result of illness or resignation;
 - iv. When a work assignment is offered to an applicant who then declines to accept it.

In such cases where the Employer is not required to post a position, the Employer shall offer the work assignment to applicants with applications on file as per the regular appointment procedure. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the Employer may assign the work to a person deemed suitable.

Article 15: Appointments

- 15.01 a. The Parties acknowledge that the criteria, which the Employer shall use in selecting the successful applicant for a position, shall include the qualifications as stated on the job posting (Article 14.02 (b)), the applicant's seniority and any preference in hiring (Article 15.02).
- b. In evaluating an applicant's qualifications, performance in a previous appointment will be deemed satisfactory if no written performance evaluation to the contrary exists, or if no performance evaluation has been conducted.
- c. An applicant shall be deemed qualified if she meets the qualifications as stated in the posting. In the event that there is more than one (1) qualified and eligible applicant, seniority and

preference in hiring (if applicable) shall be used to determine the successful applicant. Where no successful applicant is determined by the Employer, the Employer may assign the work to someone deemed suitable and that person shall become a member of this Bargaining Unit, subject to the exceptions identified in the certification order (i.e. those individuals saved and excepted).

- d. In deeming someone suitable under Article 15.01 (c), the Employer shall first consider applicants to the position who, while not qualified according to the job posting, may possess reasonably equivalent qualifications that demonstrate expertise and currency in the specified discipline. If there is more than one (1) applicant to the position who is suitable as described in this Article (15.01 (d)), then the most senior of these applicants shall be appointed to the position. If there is no applicant who is suitable as described in this Article (15.01 (d)), the University may appoint anyone it deems suitable to the position.

Preference in Hiring

- 15.02
- a. Preference in hiring shall be given to qualified full-time students in the following order:
 - i. Full-time doctoral candidates enrolled at Brock University;
 - ii. Full-time graduate students enrolled in a master's program at Brock University.
 - b. In the case of Article 15.02 (a)(i) and (ii), above, preference in hiring shall be extended to qualified prospective full-time students who have made application to be enrolled in a graduate studies program at Brock University.
 - c. It is understood that preference in hiring under Article 15.02 (a) will be limited to:
 - i. Four (4) years from the commencement of study in the case of a doctoral candidate. If the length of the program is less than four (4) years, preference in hiring will be limited to the defined length of the program.
 - ii. Two (2) years from the commencement of study in the case of a master's level graduate student. If the length of the program is less than two (2) years, preference in hiring will be limited to the defined length of the program.
 - d. It is understood that preference in hiring does not apply to the position of Instructor.

- e. If there are no qualified applicants from any of the above groups then qualified part-time students and applicants who are not enrolled as students at Brock University will be considered for the position.
- 15.03
- a. Successful applicants to instructor postings shall be notified of an offer of appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment. The University will endeavour to notify successful applicants normally no later than the first working day immediately following: August 1st for appointments beginning in the Fall term, December 1st for appointments beginning in the Winter Term, and April 1st for appointments beginning either the Spring or Summer terms.
 - b. Successful applicants to teaching assistant, lab demonstrator, and course coordinator positions shall be notified of an offer of appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment. The University will endeavour to notify successful applicants normally no later than the first working day immediately following: September 1st for appointments beginning in the Fall term, January 1st for appointments beginning in the Winter Term, and May 1st for appointments beginning either the Spring or Summer terms.
 - c. It is understood that situations may arise where it is necessary and practicable to make appointments after the dates indicated in (a) and (b) above.
 - d. Successful applicants to marker-grader positions shall be notified of an appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment.
 - e. Successful applicants shall inform the Employer, in writing, as soon as possible and no later than two (2) weeks after the offer having been made as to whether or not they accept the offer.
- 15.04 In every case, the employee's supervisor shall be the Chair of the Department, or a person specifically designated by the Chair.
- 15.05 If the Employer cancels an appointment prior to the start of an appointment it will pay the employee a cancellation stipend of 5% of the value of the appointment cancelled. If the contract is cancelled after the start of the appointment, the employee will be paid a cancellation

fee of 5% or a pro-rated amount equal to the percentage of work performed, whichever is greater.

- 15.06 An Employee who has successfully taught a course as an Instructor on at least two (2) occasions during the previous three (3) occasions in which the course was offered shall have the right of first refusal on the next Instructor posting for that course provided that the Employee has applied for the position. The Parties agree that Instructors will remain current with developments in their disciplines and on a regular basis update the subject matter in the course they teach. It is understood that right of first refusal does not override seniority.

Article 16: Seniority

- 16.01 a. Seniority shall be based on the employee's original date of hire in the Bargaining Unit.
- b. Seniority and employment shall cease for any of the following reasons:
- i. Termination of employment;
 - ii. Failing to report for a work assignment after accepting such appointment;
 - iii. Abandoning a contract;
 - iv. A break in service.
- c. A termination of employment shall be deemed to have occurred if an individual employed by the University resigns or is dismissed.
- d. A break in service shall be deemed to have occurred if an individual employed by the University did not hold an appointment in the Bargaining Unit in the previous academic year. Upon request, an employee whose name does not appear on the seniority list but who has held an appointment in the Bargaining Unit in the previous eighteen (18) months and who wishes to apply to a Bargaining Unit position will be reinstated without loss of seniority.
- e. A seniority list shall be maintained by the Human Resources Department and shall be updated three times per year, in June, October and February. The Employer shall provide a copy of the seniority list to the Union by the last working day of the month in which the seniority list is being updated.
- f. It is understood that an employee shall be considered probationary until she has been appointed and worked in the Bargaining Unit for

two (2) academic terms and has been re-appointed in a third (3rd) academic term without suffering a break in service as defined in Article 16.01 (d).

Article 17: Academic Freedom

- 17.01
- a. All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course consistent with the explicit rights and responsibilities of Senate as outlined in the Act. All other employees shall be accorded academic freedom subject to the reasonable instructions of their Course Supervisor.
 - b. Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions relating to employees' teaching.
 - c. In the exercise of academic freedom, employees are required to discharge their responsibilities in accordance with the rightful expectations of the Employer, the needs of students and the legitimate claims of the community.
 - d. When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of Brock University.

Article 18: Information

18.01 Human Resources File

- a. Employees who have completed their probationary period have the right to review their Human Resources File. Normally, the file may be viewed once per term by contacting the Human Resources Department and making an appointment. An appointment to review the file shall be arranged within five (5) working days of the receipt of the request. At the request of the Employee, a Union representative shall be allowed to attend this appointment with the Employee.
- b. If correspondence between the Employer and the Employee is to be included in an Employee's file, the Employer will indicate such in the correspondence and/or inform the Employee of such in writing. The Employee shall have the right to respond to anything in her file in writing, and such response shall form part of the file.

18.02 The Employer shall provide to the Union a list of all Chairs, Directors and Deans by September 1 of each year.

Article 19: Leaves of Absence

19.01 Sick Leave

a. In cases where a member is unable to perform her duties as a result of illness or accident, she shall be entitled to full salary and benefits as follows:

- For Part-time Instructor appointments – 3 hours of scheduled meeting time per half-credit appointment;
- For Teaching Assistant and Lab Demonstrator appointments – 1 hour of scheduled meeting time per half-credit appointment.

For clarity, and as an example, if an Employee is employed as a Teaching Assistant in three (3) sections of a course, the Employee is entitled to three (3) hours of sick leave, i.e., one (1) hour of sick leave in each section.

b. It is recognized that the University utilizes a compressed timetable in the Spring/Summer terms, resulting in more scheduled classroom time per week than in the Fall/Winter terms. It is the intent of this Article to ensure that members are entitled to the same number of consecutive calendar days off for sick leave in the Spring/Summer as they are entitled to in the Fall/Winter under the provisions of this Article.

For example, if there were 3 hours of scheduled classroom time per week for a course in the Fall term and 8 hours of scheduled classroom time per week for the same course in the Spring term, the Instructor would be entitled to 3 hours of paid sick leave in the Fall term and 8 hours of paid sick leave in the Spring term.

- c. The member shall inform the Department Chair, or her supervisor as designated by the Department Chair, as soon as possible of her illness or injury so adequate alternative arrangements can be made to fulfill the member's duties. It is understood that the Employer is responsible for ensuring that alternate arrangements are made.
- d. An employee may be required to produce proof of sickness, in the form of a medical certificate, but such requirement shall not be unreasonably imposed. Should the Employer request such proof of

