

COLLECTIVE AGREEMENT

between

Brock University



and the

**Canadian Union of Public Employees
Local 2220**



July 1, 2018 to June 30, 2021

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ARTICLE 1 – Purpose

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; to provide rates of pay, hours of work and other working conditions that have been agreed upon; and to promote harmonious relations between the Employer and its employees.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees, Local 2220 as the sole and exclusive bargaining agent for the following positions at Rodman Hall Arts Centre in St Catharines: Administrative Assistant; Volunteer Services Coordinator; Preparator; and Custodian hired specifically to work at Rodman Hall. For clarity, the Director, Curator, Assistant Curator and other Brock University employees who may work at Rodman Hall Arts Centre are excluded from the Bargaining Unit.
- 2.02 No employee covered by this agreement shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 2.03 A representative of the Union shall be given a reasonable amount of time, not to exceed one (1) hour, during regular working hours, without loss of pay, to interview each new regular employee during such employee's first month of employment.
- 2.04 The Employer agrees that members of the Union shall not be laid off or have their regular hours of work reduced as a result of contracting out.
- 2.05 The Union recognizes that the Employer uses unpaid volunteers. The Parties agree that unpaid volunteers can be used to perform work presently performed by members of the Bargaining Unit as long as members of the Union are not laid off or have their regular hours of work reduced as a result of the Employer using volunteers.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive right and function of

the Employer to:

- a. maintain order, discipline and efficiency;
- b. hire, classify, direct, transfer, promote, lay-off;
- c. discharge, demote and suspend or otherwise discipline employees for just cause;
- d. generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, schedules of production, kinds, output of machines and maintenance of same, and tools to be used, processes and control of materials and parts to be incorporated in the work.

3.02 Copies of all rules and regulations adopted by the Employer which affect the employees in the Bargaining Unit are to be:

- a. forwarded to the Union; and
- b. made available to all employees covered by this Agreement.

3.03 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 4 – UNION SECURITY

4.01 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.

4.02 With the first transmission of dues the Employer will deliver a list of the employees from whom the deductions were made and the amount of the deductions to the Local Secretary-Treasurer of the Union. With subsequent transmissions the Employer will show any changes in employees or deductions. The amount of such regular monthly union dues shall be certified to the Employer by the Local

Secretary-Treasurer of the Union. The list of employees and the amount of deductions shall be forwarded regularly each month by the Employer to the Local Secretary-Treasurer of the Union.

- 4.03 The Employer will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct Union dues.
- 4.04 The Employer agrees to forward to the Union President the addresses and phone numbers of all members of CUPE, Local 2220 and this shall be updated once per year at the same time as when the seniority lists are updated.
- 4.05 The Union shall be allowed to carry out Union business on the University's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings and executive meetings between representatives and members of the Bargaining Unit. The University shall permit the Union to book University rooms through Conference Services for business meetings of the Bargaining Unit on the same basis as other internal users. CUPE 2220 will be responsible for set up costs associated with the room booking.
- 4.06 The Union shall have the use, free of charge, of the internal University postal services. External mailing costs of the Union shall be borne by the Union.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Employer will recognize one (1) Union Steward elected by the Union.
- 5.02 The Union will provide the Employer by September 30th of each year the name and contact information (i.e. phone number and email address) of the Union Steward. The Union shall notify the Employer if this information changes throughout the year.
- 5.03 The Union Steward has regular duties to perform on behalf of the Employer. No such employee will absent himself/herself from his/her regular duties unreasonably in order to deal with Grievances or other Union business; nor will he/she leave his/her regular duties prior to receiving permission from his/her Supervisor. Such permission to

leave will not be unreasonably withheld.

- 5.04 In accordance with Article 26, the Employer will compensate the Union Steward for this regularly scheduled work time spent in servicing Grievances and attending meetings between the Parties, up to and including Step 2 of the Grievance Procedure and in reviewing and amending this Agreement up to the time an application is made for Conciliation.
- 5.05 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.
- 5.06 In the years when the Collective Agreement is being re-negotiated, the Union may establish a negotiating committee of up to two (2) members of the Bargaining Unit, one (1) of whom shall be the President of the Local 2220 or his/her representative.
- 5.07 The members of the Bargaining Unit who serve on the Union's negotiating committee shall be treated in all respects during time spent in scheduled negotiations as if they were actively at work. It is understood Bargaining Unit members on the negotiating committee shall not receive additional compensation for hours spent in bargaining outside of regularly scheduled hours.

ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE

- 6.01 There shall be a Labour Management Committee consisting of up to two (2) members appointed by the University and up to two (2) members appointed by the Bargaining Unit. In addition, the Union shall have the right to have the CUPE National Representative present.
- 6.02 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. 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.

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

ARTICLE 7 – HEALTH & SAFETY

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

ARTICLE 8 – WSIB

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

ARTICLE 9 – DISCRIMINATION AND HARASSMENT

- 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 recognize their rights and responsibilities under University policies related to discrimination and harassment. Such policies will be available on the University's website.
- 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 – GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 a. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- b. The Parties shall be bound by this Article and shall promptly implement all decisions arrived at under the procedures described in this Article.
- c. A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Bargaining Unit at Step 2 of the grievance procedure.
- d. A grievance involving suspension or dismissal shall be initiated at Step 2.
- e. A grievance involving health and safety shall be initiated at Step 1.
- f. The Union shall have carriage of all 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.
- g. 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.
- h. The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process.
- 10.02 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed his/her complaint with the Director without satisfaction. The employee may, if he/she wishes, be accompanied by his/her Union representative. Should any difference arise between the Employer and any employee

from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay, in the following manner:

- 10.03 **STEP 1** - In the first instance, an employee shall take up any such Grievance in writing directly with the Director within ten (10) working days of the event upon which the Grievance is based. The Grievance shall specify the facts and the article or articles claimed to be violated or relied upon and decisions in Step 1 shall specify the facts and reasons upon which the decision is based. The Director shall, if requested by the employee, arrange for the presence of his/her Union representative. The Director will give his/her decision in writing within ten (10) working days of discussion of the grievance.
- 10.04 **STEP 2** - If not then settled in Step 1, the Grievance may, within ten (10) working days, of receipt of the reply to Step 1, be submitted to the Associate Vice-President, Human Resources or his/her representative. A Union representative shall be given an opportunity to discuss the Grievance with the Associate Vice-President, Human Resources, or his/her representative within ten (10) working days of submission of the Grievance to the Human Resource Department. The decision of the Employer or the Union in the case of an Employer Grievance, shall be given in writing within ten (10) working days after the meeting at which it was discussed.
- 10.05 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 10.04, 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 Step 2.
- 10.06 **STEP 3 – ARBITRATION**
- a. If the Grievance is still not settled, the Union will notify the Employer, or in the case of an Employer Grievance, the Employer will notify the Union, within twenty (20) days of the reply in Step 2, of their desire to proceed to Arbitration.
 - b. The Parties will attempt to agree upon an Arbitrator and if they cannot agree within a further fifteen (15) days, then an Arbitrator shall be appointed by the Minister of Labour, at the request of either Party.
 - c. Each of the Parties hereto shall jointly bear the expense of

the Arbitrator.

- d. The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, or to make any decision inconsistent with the provisions thereof.
- e. The decision of the Arbitrator will be final and binding on the Parties.
- f. No Grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The Party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other Party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitrator shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitrator shall reserve judgment on the question of arbitrability and proceed with the matter on the merits. The Arbitrator in his/her award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitrator shall not consider the matter further and the decision of the Employer or the Union Committee, in the case of an Employer Grievance, shall stand.

10.07 At any stage of the Grievance Procedure, including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses. The Parties will endeavour to schedule grievance meetings during regular working hours.

10.08 Within ten (10) working days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other, alleging the violation of a term of this Agreement. Such a Grievance shall set out the facts and the Article or Articles claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 of the Grievance Procedure.

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

10.10 In this Article 10, days shall exclude Saturdays, Sundays and Paid Holidays.

10.11 Grievance Mediation

- a. Prior to a grievance being submitted to arbitration, the Parties may, by mutual agreement, request the assistance of a grievance mediation officer. If the Parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.
- b. The Union shall be allowed to have a committee consisting of two (2) employees and the President of the Local or his/her designate in attendance during grievance mediation meetings.
- c. The cost of the grievance mediation officer's services will be jointly shared by the Parties.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

11.01 Disciplinary Hearings

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

- b. It is recognized that it may be necessary to suspend or discharge an employee without a Union representative's presence. If such action is taken, a meeting will be convened within three (3) working days of the discharge or suspension in accordance with Article 11.01 (a).
- 11.02 Any disciplinary action shall be commensurate with the severity and frequency of the violation, and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.
- 11.03 In imposing discharge or suspension on a current charge, the Employer will not take into account any infractions for which any disciplinary or warning letters were issued earlier than two (2) years prior to the imposition of the discharge or suspension, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current discharge or suspension. Upon request of an employee, any disciplinary letter placed in the employee's personnel file shall be removed from the file if no discipline is on record for the previous two (2) year period.
- 11.04 Discipline, if taken, will be in one of the following forms, listed in increasing order of severity:
 - a. verbal warning
 - b. written warning
 - c. suspension from work
 - d. termination
- In addition, the Employer may impose temporary restrictions on rights and privileges related to the offence, and to a degree commensurate with its severity.
- 11.05 A grievance involving a disciplinary or warning letter shall be initiated at Step 1 of the grievance procedure.
- 11.06 A grievance involving suspension or dismissal shall be initiated at Step 2 of the grievance procedure. Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties or by an Arbitrator.
- 11.07 Prior to any discharge or disciplinary action being taken, the University

will convene a meeting between the Director and the employee to discuss the matter. This meeting will be convened within ten (10) working days of the Employer having knowledge of the act in question. The University and/or the Union may request an extension to the timelines to convene the meeting described in Article 11.07. Requests for an extension under Article 11.07 will not be unreasonably denied.

- 11.08 The Employer will notify the Union and the employee in all discharge and discipline cases within five (5) working days of the meeting outlined above in Article 11.07, giving the name of the employee concerned and the reason for the discharge or discipline. A copy of any discharge or discipline letter shall be forwarded to the Union at the same time as the letter is forwarded to the employee in question.

ARTICLE 12 – PERSONNEL FILE

- 12.01 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 and a Union Representative, if requested, by contacting the Human Resources Department and arranging an appointment during normal business hours. An employee shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.
- 12.02 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.
- 12.03 In the event an employee is ill or otherwise unavailable to review their file they may authorize, in writing, access to their file by the CUPE, Local 2220 President or designate, who shall be supplied, upon request, with copies of any materials contained in the file. The employee shall have the right to respond in writing to any documents contained therein, such a reply becoming a part of the permanent record. It is understood that this would only take place in circumstances related to a possible grievance or discipline situation.

ARTICLE 13 – NO STRIKES OR LOCKOUTS

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

- 13.02 a. Employees shall make every effort to pass through a picket line which results from a legal strike. It is agreed that should employees face such a picket line which, in the judgment of the Employer, is a hostile picket line, their failure to cross the picket line shall not be considered a violation of this Agreement. Under such conditions, employees will receive payment for the balance of the shift lost to a maximum of eight (8) hours pay at the straight time rate for any one (1) strike.
- b. Prior to the Employer deciding whether or not a picket line shall be defined as "hostile", there will be discussion with the Union.

ARTICLE 14 – SENIORITY & JOB POSTINGS AND APPOINTMENTS

- 14.01 a. Seniority is defined as service in the Bargaining Unit.
- b. A newly hired employee shall be on probation for the first six months of active employment. After completion of the probationary period, seniority shall be effective from the original date of employment. The Employer may request of the Union an extension to the probationary period of up to 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 employee with a copy to the President of the Bargaining Unit and will include the reasons for the extension.
- c. Until an employee is so placed on the Seniority List, he/she shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such discharge will be discussed at a meeting.
- d. The Employer shall post a copy of the Seniority List and deliver a copy to the Union. The List shall be brought up to date as at May 15 of each year and a copy shall be posted and delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to the Union President or his/her representative upon reasonable application to the proper administration office.

- 14.02 Seniority and employment shall cease for any of the following reasons:
- a. if an employee resigns, retires or otherwise terminates their employment in the Bargaining Unit;
 - b. after twenty-four (24) consecutive months of lay-off;
 - c. if an employee is discharged and the discharge is not reversed through the grievance procedure;
 - d. if an employee has been absent for three (3) consecutive working days without having been granted a leave-of-absence in accordance with Article 19.01;
 - e. If an employee is laid off and fails to return to work within five working days after being notified by registered, or some other form of receipted mail to his her last known address on the employers records to report for work and does not give a satisfactory reason;
 - f. If an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, or provide a reason satisfactory to the Employer for the overstay of such leave.
- 14.03 The University will notify the CUPE Local 2220 President of any resignation or retirement within five (5) business days of the effective date of such resignation or retirement.

Job Postings And Appointments

- 14.04 Bargaining unit vacancies that the University intends to fill will be posted with the following information:
- a. the work location;
 - b. the job title;
 - c. the annual salary range;
 - d. the number of hours of work per week;
 - e. the term of appointment, where applicable;
 - f. the start date if known;
 - g. the requirements and qualifications of the position;
 - h. to whom the applications should be sent; and
 - i. the due date for such application

- 14.05 An employee who wishes to apply for a posted bargaining unit vacancy shall submit an updated resume and cover letter by the due date indicated on the posting.
- 14.06 A copy of all bargaining unit job postings will be provided to the President of CUPE, Local 2220 as they are posted.
- 14.07 The University will base its selection of the successful applicant to fill a posted bargaining unit vacancy on the required skills, ability and qualifications, as outlined in the job posting.
- 14.08 The University shall notify the President of CUPE, Local 2220, in writing, of the name of the successful applicant to a posted bargaining unit position.
- 14.09 During the hiring process, the University may temporarily fill the bargaining unit vacancy, while considering applications.

ARTICLE 15 – HOURS OF WORK

- 15.01 The normal workweek for full-time employees shall be thirty-five (35) hours per week, comprised of five (5) seven (7) hour days.
- 15.02 An employee working a full day (i.e. 7 hours) shall be entitled to an unpaid, one (1) hour lunch period each day.
- 15.03 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.
- 15.04 An employee is entitled to a paid fifteen (15) minute rest period for each half day worked.
- 15.05 An employee's regularly scheduled hours of work shall not be amended without reasonable prior consultation and notice to the affected employee and the Bargaining Unit. Such consultation shall include the reasons for such change.

ARTICLE 16 – OVERTIME

- 16.01 Employees shall be paid their regular hourly rate for their regularly scheduled hours each week.
- 16.02 Approval from the Director must be obtained before any overtime work can be undertaken. The Director may appoint a designate for a defined duration of time for the purpose of approving overtime.
- 16.03 Overtime shall be paid at the rate of time and one half (1½) of the employee's regular hourly rate in the following situations:
- a. For hours worked in excess of 35 hours each week;
 - b. Hours worked on a statutory holiday where the employee is regularly scheduled to work on the statutory holiday;
 - c. Hours worked on a paid holiday, as defined in this Agreement, excluding any holiday declared by the President of the University (see Article 17.01); or
 - d. Hours worked on a Saturday where the employee is not regularly scheduled to work on a Saturday.
- 16.04 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.
- 16.05 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.
- 16.06 Notwithstanding Article 16.05, 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.

- 16.07 Accumulated overtime may be taken as lieu time at a later date based upon the overtime rate that would have been paid. The Director and the employee shall mutually agree to when this time will be taken.
- 16.08 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.
- 16.09 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.
- 16.10 Overtime work shall be distributed as evenly as is practicable among those normally performing the work.

ARTICLE 17 – PAID HOLIDAYS

- 17.01 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 Director. Agreement shall not be unreasonably sought or withheld.

Any Holiday declared by the President of the University.

- 17.02 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 18 – VACATIONS

18.01 Every member of the Bargaining Unit shall be granted vacation according to the following schedule:

Years of Service by July 1st	Vacation
Up to one year	1 working day per month to a Maximum of ten (10) days
One (1) year, but less than three (3) years	Ten (10) working days
Three (3) years, but less than nine (9) years	Fifteen (15) working days
Nine (9) years but less than seventeen (17) years	Twenty (20) working days
Seventeen (17) years but less than thirty (30) years	Twenty-five (25) working days
Thirty (30) years and over	Thirty (30) working 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 1st 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.

18.02 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.

- 18.03 Members of the Bargaining Unit and the Director shall mutually agree on when vacation time shall be taken. The members requested dates for vacation shall not unreasonably be withheld. Vacation requests shall be granted by seniority in case of conflict in vacation dates requested.
- 18.04 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the Director and Human Resources.
- 18.05 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 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 19 – LEAVES

Leaves of Absence without Pay

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

Emergency Leave

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

Union Business

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

Bereavement Leave

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

- a. Six (6) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of a spouse, common law spouse, same-sex partner and/or a child.
- b. Five (5) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of an immediate family member not included in 19.04 (a) above. Immediate family member is defined as one of the following: spouse's child; grandchild; foster child who is currently in the member's custody; brother; sister; father; mother.
- c. Three (3) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of an extended family member. Extended family member is defined as one of the following: father-in-law; mother-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; spouse's grandparent; step-mother; step-father; foster parent.
- d. One (1) working day of paid leave at his/her regular rate of pay in the event of a death of an employee's Aunt, Uncle, Niece or Nephew.
- e. 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.
- f. An extension to the Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however the employee may arrange to use vacation or lieu time, or arrange with the Director to make up any time lost as a result of the extension.

- g. In the event that a member wishes to attend the funeral of a relative or friend not covered by Article 19.04 (a), (b), (c) or (d), the member may do so by arranging to use vacation or lieu time, or by arranging with the Director to make up any lost time.

Jury & Witness Duty

- 19.05 An employee called for Jury Duty or an employee who is subpoenaed by the Court to serve as a witness shall absent himself/herself from work only to such reasonable extent as will allow him/her to carry out his/her duties. Such an employee shall pay to the University the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for his/her standard scheduled hours for such absence at his/her basic hourly rate of pay. It is understood that this clause shall not apply in circumstances where the University is directly involved unless the employee is called to give evidence on the University's behalf.

Sick Leave

- 19.06 It is the responsibility of each employee to be punctual and regular in his/her attendance at work.
- 19.07 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 calendar days per illness/injury.
- 19.08 If an employee is absent from work due to illness or injury, he/she must communicate and cooperate with the Employer regarding the illness or injury.
- 19.09 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.
- 19.10 Employees who are unable to attend work because of illness or injury shall inform the Director as soon as possible, and normally before the start of the employee's scheduled shift, so adequate arrangements can be made to fulfil the employee's duties. Normally, employees will inform the Director personally regarding an absence due to illness or injury, rather than someone calling or acting on behalf of the employee.
- 19.11 The University may, with reasonable notice, request the employee

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

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

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

ARTICLE 20 – EXCUSED ABSENCE FROM WORK

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

- a. using part of vacation entitlement still due;
- b. using overtime hours worked but not taken (lieu time);
- c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (20.01 (a)) or lieu time (20.01 (b)).

In order to be considered for this paid leave the employee must make every reasonable effort to schedule medical and dental appointments at times other than working hours. When it is not possible to make health care appointments outside working hours, employees will arrange their appointments as close as possible to the beginning or end of their regular shift.

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

- a. using part of vacation entitlement still due;
- b. using overtime hours worked but not taken (lieu time);
- c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (20.02 (a)) or lieu time (20.02 (b)).

The Parties understand that Sick Leave must only be used when a member is unable to attend work due to that member's own illness or injury (Article 19).

ARTICLE 21 – PAYMENT OF WAGES

21.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement.

21.02 Members of the Bargaining Unit shall be paid bi-weekly.

21.03 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.

ARTICLE 22 – GROUP INSURANCE PROGRAM

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

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

- a. **Drugs** – Mandatory Generic Drug Substitution – subject to the rules and regulations of the master plan, brand name drugs are not covered unless they do not have a generic equivalent.
- b. **Vision Care** – Effective January 1, 2007, the current vision benefit can be applied to laser eye surgery.
- c. **Audio** – Effective January 1, 2007, reimbursement for standard hearing aids, repairs, or replacement parts up to a maximum of \$750 per ear once every two years. Batteries are not included in this benefit.
- d. **Life Insurance** – Effective January 1, 2007, life insurance will improve to three times annual salary raised to the next highest \$1,000 to a maximum of \$250,000.
- e. **Major Restorative Services** – Effective May 1, 2007, 100% co-insurance to a maximum of \$1,500 per person per calendar year. Major restorative services will be extended to include repair or recementing of bridgework on natural teeth and standard bridges, including pontics, abutment retainers/crowns on natural teeth.
- f. **Orthodontic Services** – Effective May 1, 2007, 50% co-insurance to a maximum of \$3,000 per person per lifetime.
- g. **Paramedical Services** – Effective May 1, 2008, paramedical services (excluding physiotherapy) will be covered at \$20 per visit, up to a \$500 maximum per paramedical discipline per calendar year. Effective May 1, 2008, physiotherapy will be covered at 100% per visit, up to a \$1,000 maximum per calendar year.
- h. 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 to a maximum of \$50,000 per calendar year. 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.

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

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

- 22.04 The Employer shall pay for each participating regular employee one hundred percent (100%) of the cost of the items in Article 22.02 above, except that:
- a. An employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which he/she is laid off or terminated; however, where lay-off is of a temporary nature, the person laid off may continue under the program by paying the total cost to the Employer, by the 15th day of each month, if so arranged with the Employer;
 - b. An employee on authorized leave of absence of up to four (4) months shall continue to be eligible for the Group Insurance Program if he/she pays his/her share of the costs to the Employer by the 15th day of each month, or by some other arrangement satisfactory to the Employer. If the leave of absence exceeds four (4) months, the employee may continue under the program by paying the total cost to the Employer by 15th day of each month. This does not apply to a person on leave of absence to assume any full-time position in any union or to a similar position in public office;
 - c. An employee who retires early or who retires due to disability shall be eligible to continue to participate in the Group Insurance Program if he/she pays the full cost of premiums. Such eligibility shall be to the earlier of age 65 or the date that the disability ends.
- 22.05 The existing terms of the policies and the rules and requirements of the carriers of the various parts of the Plan, shall govern. The Employer shall provide the Union with the full text of all plans and the full text of the contracts between the carriers of the plans and the Employer.
- 22.06 The Employer shall pay one hundred percent (100%) of Long Term Disability (LTD) premiums to cover seventy-five percent (75%) of salary to a maximum of \$4,000 per month for any Bargaining Unit member on LTD. This benefit includes two (2) years protection for the member's own job. Payments will begin after the 105-day

elimination period as identified in and in accordance with the master policy. This benefit is subject to the rules and regulations of the carrier and shall be in accordance with the master policy.

- 22.07 The Parties agree that the Employer has properly discharged its obligations with respect to premium rebates under the Unemployment Insurance Act.
- 22.08 All Benefits under the Extended Health Care Plan, Dental Plan and the Tuition Waiver Policy for dependants shall continue for the family of the deceased member of the Bargaining Unit for twelve (12) months from the time of death.
- 22.09 Mandatory retirement in the Province of Ontario was eliminated on December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The terms of the LTD benefit coverage available to Bargaining Unit members do not extend past 65. Accordingly, members of the Bargaining Unit who work beyond age 65 are not eligible for LTD benefit coverage.

ARTICLE 23 – PENSIONS

- 23.01 An employee who retires under the normal retirement provisions of the Pension Plan shall not be re-employed to do the work of the Bargaining Unit except by mutual agreement of the Parties.
- 23.02 The Brock University Pension Plan (BUPP) shall be the recognized Pension Plan for the members of the Bargaining Unit.
- 23.03 The terms and conditions of the Brock University Pension Plan shall govern.
- 23.04 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Union.
- 23.05 There shall be no reduction of benefits as provided in the present Plan.
- 23.06 Mandatory retirement in the Province of Ontario was eliminated on December 12, 2006, allowing members of the Bargaining Unit to work past the age of 65. The Brock University Pension Plan (BUPP), the Canadian Income Tax Act and other relevant statutes govern the administration of the Pension Plan, including the right of Bargaining Unit members to participate in the Pension Plan. Accordingly, members of

the Bargaining Unit who work beyond age 65 are eligible to participate in the Pension Plan in accordance with and to the extent allowed by the terms of the Pension Plan, the Canadian Income Tax Act and other relevant statutes.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

- 24.01 The Employer shall draw up job descriptions for positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.
- 24.02 Following the introduction of Job Descriptions, if the duties, volume of work or hours of work in any classification are changed or increased, or where the Union and/or employee feels he is unfairly or incorrectly classified, the rate of pay shall be subject to negotiations with the Employer. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the negotiations with the Employer shall be considered as Step 2 of the Grievance Procedure and such dispute shall be submitted to Arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.
- 24.03 Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 25 – GENERAL

- 25.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer agrees to arrange to have printed at its own cost, sufficient copies of the Agreement within thirty (30) days of the signing.
- 25.02 The Employer agrees to the posting of Union notices on a bulletin board which will be made available for Bargaining Unit employees.

ARTICLE 26 – NOTICES

- 26.01 Each employee shall keep the Associate Vice-President, Human Resources informed of his/her current address and telephone number.
- 26.02 All communications between the Parties shall be addressed to:
- a. Associate Vice-President, Human Resources
Brock University
St. Catharines, Ontario
L2S 3A1
 - b. The President of Local 2220 of CUPE, or his/her representative, at his/her last known address. (In the case of the Union.)
 - c. Copy to the Niagara Area CUPE Office.

SCHEDULE "A"

Wage Schedule

Wage increases during the life of this Agreement shall be as follows:

July 1, 2018

Administrative Assistance	\$25.60
Volunteer Services Coordinator	\$20.99
Preparator	\$18.73
Custodian	\$18.54

July 1, 2019

Administrative Assistance	\$25.92
Volunteer Services Coordinator	\$21.25
Preparator	\$18.96
Custodian	\$18.77

July 1, 2020

Administrative Assistance	\$26.24
Volunteer Services Coordinator	\$21.52
Preparator	\$19.20
Custodian	\$19.00

****below wage rates to be adjusted accordingly**

SCHEDULE "B"

UNIVERSITY TUITION PLANS**
EMPLOYEES AND DEPENDENT CHILDREN & SPOUSES

Permanent full-time staff and their dependents will be eligible for tuition waiver for credit courses at Brock University subject to specified conditions. Specific eligibility and conditions are detailed in the policy available on the Brock University website. Questions shall be directed to the Human Resources department at Brock University.

SCHEDULE "C"

PREGNANCY/PARENTAL/ADOPTION LEAVES

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

An employee who is entitled to take this leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

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

While an employee is on this leave, the employer must continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions (if any) to such plans.

The leave provisions of the Act apply to full-time and part-time employees.

The employer is not required to pay wages to an employee while he or she is on this leave.

SUPPLEMENTARY EMPLOYMENT BENEFITS

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

The leave may be commenced up to 17 weeks before the expected date of delivery.

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

All members seeking paid pregnancy leave shall apply for Employment

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

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

LETTER OF UNDERSTANDING

BETWEEN:

CUPE Local 2220

"the Union"

-and-

BROCK UNIVERSITY

"the Employer"

Re: Travel Allowance

Brock University will reimburse the employees in accordance with its Travel, Meal and Hospitality Expense Policy at the University's kilometre reimbursement rate. Such policy and reimbursement rate will be available on the University's website.

A. Villada
For the University

S. Guelles
For the Union

Aug 20/18
Date

SEPT 10/18
Date