

# **COLLECTIVE AGREEMENT**

**Between:**

**THE BROCK UNIVERSITY STUDENTS' UNION INC.**

**And:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1295-01**

**January 1, 2023 to December 31, 2024**

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This Agreement made this 19<sup>th</sup> day of September 2023.

Between:

THE BROCK UNIVERSITY STUDENTS' UNION, INC.  
Hereinafter called "The Employer",

PARTY OF THE FIRST PART

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295-01  
Hereinafter called "The Union",

PARTY OF THE SECOND PART

#### ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

#### ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure. The Union acknowledges that it is the exclusive function of the Employer to:

1. Maintain order, discipline, efficiency and enforce reasonable rules and policies;
2. Hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees provided that a claim that an employee who has acquired seniority has been discharged or otherwise discipline without just cause may be the subject of a grievance.

3. Plan, direct and control the work of the employees;
4. Introduce new and improved methods, facilities and equipment;
5. The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner consistent with them.

#### 2.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of their employment, except through just cause.

#### 2.03 BUSU Politics

Employees shall not be involved in BUSU politics.

### ARTICLE 3 - RECOGNITION AND NEGOTIATION

#### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all of its employees, save and except volunteers, part time casual student employees, members of the Brock University Student Administrative Council, General Manager of Brock University Students' Union Inc., Student Executives, BUSU managers, and those persons above those ranks, persons regularly employed for not more than twenty-four (24) hours per week, persons engaged on a casual basis, and those whose remuneration is by honorarium or on a per function basis.

#### 3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

#### 3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.

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ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of a protected ground as per the Ontario Human Rights Code as amended from time to time, nor by reason of their membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

5.02 A representative of the union shall be given a reasonable amount of time not to exceed an hour, during regular working hours to orientate each new employee during such employees first month of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th day of the following month, accompanied by a list of the names, addresses, telephone number (s) and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON K1G 1Z7.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

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ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental hitherto, shall pass to and from the General Manager and the President of the Brock University Students' Union Incorporated and the Recording Secretary and President of the Union.

A copy of any correspondence between the Employer or their designate and any employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this agreement, shall be forwarded to the Recording Secretary and President of the Union.

8.02 Bulletin Boards

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

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/Advisors shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### 9.03 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held with the Employer within working hours without loss of remuneration.

Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. The parties shall meet a minimum of 4 times per year. Agenda items for discussion will be submitted by each Party not less than two (2) working days prior to the time of the scheduled meeting, except in the case of an emergency. The minutes of such meetings shall be forward to the Union prior to the next schedule meeting. The Union will have the opportunity to note their agreement or point out any inaccuracies within the minutes prior to, or at the beginning of the next meeting.

## ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

### 10.01 Employer Shall Notify Union

Any reports or recommendations which have been made to the Council/Board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Council/Board.

## ARTICLE 11- GRIEVANCE PROCEDURE

### 11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

### 11.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours, except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

### 11.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly or improperly.

#### 11.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

##### Step 1

The grievor will discuss the matter with their Manager within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of the event becoming known to the grievor. The grievor may request the presence of their Steward. The Manager will give their response within five (5) working days.

##### Step 2

If the grievor is not satisfied with the Manager's response, the grievance shall be put in writing and submitted to the Manager within ten (10) working days of the response in Step 1. The grievance shall specify the article or articles and sub-section of the Agreement of which a violation is alleged, indicate the relief sought, and shall be signed by the employee. A meeting shall be held between the Manager, the Steward, the President of the Local Union and the grievor within five (5) working days of the submission. The Manager shall give their answer within five (5) working days of the meeting.

##### Step 3

If the Union is not satisfied with the Manager's response, the grievance shall be referred to the General Manager of the Employer or their designate within five (5) working days of the response in Step 2. A meeting shall be held within ten (10) working days between the General Manager, the Manager, the Steward, the President of the Local Union, the National Representative of the Union and the grievor. The Employer also has the right to have legal representation at this meeting. The Employer shall respond in writing within five (5) working days of the meeting.

##### Step 4

If the Union is not satisfied with the Employer's response, the matter may be submitted to Arbitration in accordance with Article 12 within thirty (30) working days of the response in Step 3. Failure by either party to advance a grievance to arbitration within the time limits set forth herein shall be deemed as a withdrawal of the grievance.

#### 11.05 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 the President of the Local or their designate, the CUPE National Representative and the grievor present.

- c) The cost of the grievance mediation officer's services will be jointly shared by the Parties.

#### 11.06 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Steps 1 and 2 of the Article will be bypassed.

#### 11.07 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

#### 11.08 Technical Objections to Grievance

An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision which they deem just and equitable.

### ARTICLE 12 - ARBITRATION

#### 12.01 Composition of Board of Arbitration

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) business days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson.
- (b) Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the Parties, or if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.

#### 12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour upon requests of either party.

### 12.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the differences or allegation and render a decision within ten (10) business days from the time the Chairperson is appointed.

### 12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

### 12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) business days.

### 12.06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One-half of the fees and expenses of the Chairperson.

### 12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the mutual consent of the parties.

### 12.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances or arbitrations unless that person making the written statement is present for the purposes of cross-examination. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 12.09 Sole Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitrators. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article.

All references in the Article to a board of arbitrators shall equally apply to a sole Arbitrator.

### ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

#### 13.01 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed their probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

#### 13.02 Discipline Procedure

The employee shall be notified in writing of the action and/or penalty with a copy to the Recording Secretary and President of the Union excepting in instances of verbal reprimand. The employee shall continue their employment with all rights and benefits while the Employer processes a grievance with the Union Grievance Committee, which shall render a decision within five (5) business days. In the case of alleged theft, verbal, sexual or physical harassment, criminal activity in the workplace or suspected fraud, the employer shall have the right to suspend their employment with all rights and benefits maintained pending an investigation and the grievance process. Should the dispute not be resolved by the grievance process, the employer shall continue their employment with all rights and benefits, unless an arbitration upholds the Employer's request to discipline the employee in the manner outlined in the notice.

#### 13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

#### 13.04 Warning

Whenever the Employer or their authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) business days thereafter, give written particulars of such censure to the Recording Secretary and President of the Union, with a copy to the employee involved.

#### 13.05 Sunset Clause

After eighteen (18) months, any letter of discipline shall not be used against an employee provided the employee has remained discipline free during that time, and said

discipline shall be removed from the employees file and destroyed.

#### 13.06 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of pay for the period involved.

#### 13.07 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel where there is an imposition of discipline or discharge. Where a supervisor intends to interview an employee for disciplinary purposes or issue a disciplinary action, the supervisor shall so notify the employee in advance of the purpose of the meeting in order that the employee may contact their Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

#### 13.08 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

### ARTICLE 14 - SENIORITY

#### 14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit-wide basis.

#### 14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

#### 14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first ninety (90) days worked of their

employment. The Employer shall have the right to discharge a probationary employee for any reason and such a discharge shall not be the subject of grievance. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 14.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign in writing and said resignation is accepted.
- 3) They fail to return to work within ten working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- 4) They are laid off for a period in excess of eighteen (18) consecutive months; or
- 5) They work for another employer while absent from their employment with the Employer, except while on layoff, unless the Employer grants a leave of absence to perform such other work
- 6) They fail to return to work upon an expiration of an authorized leave of absence unless due to illness and/or disability.

#### 14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

#### 15.01 Job Postings

When a new position is created, or when a permanent vacancy occurs, which shall include the resignation of an incumbent, inside the bargaining unit, and the Employer decides to fill such vacancy, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices physically or digitally. The Employer will exercise its discretion to fill a vacancy, if any, on the legitimate business interests of the Employer, and

will not exercise its discretion in a way that is arbitrary or discriminatory.

#### 15.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall indicate that BUSU is an equal opportunity employer.

#### 15.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until such time as the job is posted internally. All applications of present Union members within the bargaining unit will be fully processed prior to considering applications from outside sources.

#### 15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

### ARTICLE 16 - LAYOFFS AND RECALLS

#### 16.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

#### 16.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

#### 16.03 Recall Procedure

Employees shall be recalled in the order of their seniority.

#### 16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

#### 16.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. In any event, no employee with more than one year of seniority shall be laid off as a result of contracting out or technological change.

#### 16.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

### ARTICLE 17 - HOURS OF WORK

#### 17.01 Regular Daily Hours

The regular hours of work shall not be more than seven and one-half (7-1/2) hours per day or more than thirty-seven and one-half (37-1/2) hours per week, Monday through Friday. These hours must be performed between the hours of 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. unless mutually agreed to in advance between employee and supervisor.

#### 17.02 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift and a half hour unpaid meal period in an area made available by the Employer.

OR

An employee shall be permitted an eating period of up to sixty (60) consecutive minutes per shift in an area made available by the Employer. 30 minutes of this break period will be paid and 30 minutes will be unpaid.

#### 17.03 Union Meeting

Once per month, employees shall be allowed an extra hour paid lunch period for the purpose of attending a union meeting so long as there is a scheduled union meeting in that month. The Union must inform the employees/employer in advance of the meeting date, time and location.

#### 17.04 Reporting Pay Guarantee

An employee scheduled to report for work outside of their regular hours will be guaranteed

a minimum of three (3) hours at overtime rates when they report.

#### 17.05 No Work/ Inclement Weather

An Employee who reports for schedule work and who is sent home either because work is not available or because of inclement weather shall receive the greater of seven and half (7.5) hours pay at the employee's basic hourly rate of pay for time worked.

### ARTICLE 18 - OVERTIME

#### 18.01 Overtime Defined

All time worked in excess of 37.5 hours per week or on a holiday shall be considered overtime.

#### 18.02 Compensation for Work Before and After Daily Scheduled Hours

Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half.

#### 18.03 Compensation for Work Before and After Scheduled Weekly Hours

Overtime work before and after the regular weekly hours shall be paid for at the rate of time and one-half for hours worked in excess of the regular hours in any one week.

#### 18.04 Compensation for Work on the 6th or 7th Day not Regularly Scheduled

Overtime work on any 6th or 7th day not regularly scheduled shall be paid for at the rate of time and one-half.

#### 18.05 Compensation for Work on Saturday or Sunday not Regularly Scheduled

Overtime work on any Saturday or Sunday not regularly scheduled shall be paid for at the rate of time and one-half.

#### 18.06 Compensation for Work on Paid Holidays not Regularly Scheduled

Overtime work on a holiday when the employee was not scheduled to work shall be paid for at the rate of one and one-half times for work performed, plus another day off without loss of regular pay at a time designated by the employee.

#### 18.07 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

#### 18.08 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

#### 18.09 Overtime During Lay-Offs

There shall be no overtime worked in any operation while there are available employees on lay-off able to perform the work.

#### 18.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon.

### ARTICLE 19 - HOLIDAYS

19.01 The Employer will recognize all University closing days as Paid Holidays.

#### 19.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this agreement.

#### 19.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time designated by the employee.

### ARTICLE 20 - VACATIONS

#### 20.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than three years	-	3 weeks
Three years or more	-	4 weeks
Ten years or more	-	5 weeks

Vacation shall not be taken more than two consecutive weeks at a time unless by mutual agreement between the Employer and the employee.

#### 20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the Employer and the employee.

### 20.03 Vacation Pay

Vacation pay shall be the regular weeks pay plus 4% of gross annual earnings to be paid biweekly. It is understood that the 4% vacation pay is an addition to Article 20.01.

## ARTICLE 21 - SICK LEAVE

### 21.01 Paid Sick Days

An employee shall be entitled to 24 paid sick days per fiscal year. These days are reset annually on May 1st and cannot be carried forward from year to year.

There shall be no pay-out of sick leave credit accumulated at the time of lay off, discharge or retirement, and such sick time has no redemption value and is subject to the documentation obligations outlined in 21.03. Sick days under this Article may also be used for mental health and medical emergencies, as may be necessary, and shall be subject to the same obligations as outlined in Article 21.03.

### 21.02 Sick Leave

Sick leave means the period of time an employee is permitted to be absent from work due to illness, disability or exposure to a quarantinable disease.

### 21.03 Uncertified Sick Leave

Sick leave within a period of three (3) consecutive working days or less is referred to as uncertified sick leave. This leave may be approved on the strength of the employee's signed declaration that they were ill. Employees are entitled to six (6) working days of uncertified sick leave in any calendar year without having to obtain a medical certificate. For the 7<sup>th</sup> day and any subsequent days during the calendar year, regardless of the length of absence, the employee may be required to obtain a medical certificate. BUSU may, with reasonable notice, request the employee provide an acceptable medical certificate stating to the extent possible the impact on the individuals ability to perform their duties and prognosis with respect to the employees ability to return to work. If there is a charge for obtaining the medical certificate BUSU shall reimburse the employee for such cost.

### 21.04 Certified Sick Leave

If an employee is ill for four (4) or more consecutive work days or in the event of repetitive illness, they may be required to produce a medical certificate from a qualified medical practitioner certifying that they are sick, disabled or has been exposed to a quarantinable disease. BUSU may, with reasonable notice, request the employee provide an acceptable medical certificate stating to the extent possible the impact on the individuals ability to perform their duties and prognosis with respect to the employees ability to return to work. If there is a charge for obtaining the medical certificate BUSU shall reimburse the employee for such cost.

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## ARTICLE 22 - LEAVE OF ABSENCE

### 22.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

### 22.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### 22.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

### 22.04 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during their term of office.

### 22.05 Pay During Leave of Absence for Union Work or Conventions

An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

### 22.06 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage,

adoption, or common-law. Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed seven (7) days. Additional leave may be granted as warranted.

#### 22.07 Medical Leave

Employees shall be allowed up to twenty-two and one-half hours per annum paid leave of absence in order to engage in personal preventative medical health and dental care. On request, employees may be required to show proof of medical or dental care.

#### 22.08 Pregnancy/ Parental/Adoption Leave

Pregnancy/ Parental/Adoption leave shall be in accordance with the *Employment Standards Act, 2000*.

#### 22.09 Seniority Status During Pregnancy and Parental Leave

While on pregnancy or parental leave an employee shall retain their full employment status and accumulate all benefits under this collective agreement.

#### 22.10 Employer Payment of Employee Benefits During Pregnancy and Parental Leave

During the period of pregnancy or parental leave, the Employer shall continue to pay the health and dental benefits of this agreement including the same benefits as employees outside of the bargaining unit with respect to additional pregnancy or parental leave payments.

#### 22.11 Procedure Upon Return from Pregnancy and Parental Leave

When an employee decides to return to work after pregnancy or parental leave, they shall provide the Employer with at least two weeks' notice. On return from maternity leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in an equivalent position in their department.

#### 22.12 Time Off for Elections

Employees shall be allowed four consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

#### 22.13 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

#### 22.14 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offence which requires a Court appearance, they shall be entitled to a leave of absence without loss of seniority. In the event that the accused employee is jailed awaiting a Court appearance, they shall be entitled to an automatic leave of absence without loss of seniority. An employee who absents themselves for these reasons shall be entitled to time off without pay. In the event that the accused employee is found guilty and is incarcerated, and as a result thereof is unable to perform their job tasks, the Employer may terminate the employee.

#### 22.15 Personal Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority or benefits when their requests such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be denied without just cause. Such coverage of benefits shall not exceed ninety (90) days. Copies of leave of absence letters will be provided to the Recording Secretary and the Union President.

### ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

#### 23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for the current pay period in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this agreement. Overpayments shall not be recoverable by the Employer where such recovery would be unreasonable or unfair.

#### 23.02 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is at least 7% higher than their previous rate. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

Where the higher position is outside the bargaining unit the employee shall receive the rate of pay of the position filled, with a minimum increase of 15%. The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

#### 23.03 Pay on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

#### 23.04 Cash Shortages

An employee handling cash shall not be responsible for shortages, except in the case of negligence or theft.

#### 23.05 Legal Fees

The Employer shall pay all legal and court costs, as well as judgment costs, if any, for any action initiated against an employee by virtue of the performance of their employment duties, providing the employee was performing such duties within the scope of their employment.

#### 23.06 Child Care Allowance

The Employer shall reimburse, up to a limit of \$1.50 per hour, an employee who is a single parent of a young child or children for the cost of substitute care when an employee works outside of the regular hours of work.

#### 23.07 Increase of Income/Wages above this Agreement

Any increase of wages/income subsequent to the agreed upon wage rates in Schedule "A" of this Agreement must meet the following conditions:

- a) The wage increase must be ratified by BUSU Board of Directors.
- b) The wage increase must be approved by the executive of Brock University Student Union.
- c) A letter must be sent to the Union outlining the wage increase.
- d) A letter must be received from the Union confirming they have received the letter outlining the wage increase.

All of the above conditions must be met before any wage increases subsequent to the wage rates in Schedule "A" of this Agreement can take effect and be recognized by both parties of this Agreement.

#### 23.08 Parking and Bus Fares

The Employer shall pay parking charges at Brock University or pay for employee's bus fares to and from work and home.

### ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

#### 24.01 Job Descriptions

Shall be in accordance with the Memorandum of Understanding dated June 28, 2012, which provide for Terms of Reference for the positions of Bookkeeper, Accounting Clerk and Secretary/Receptionist. Both of these are attached to and form part of this Collective Agreement.

#### 24.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

#### 24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

### ARTICLE 25 - EMPLOYEE BENEFIT PLANS

#### 25.01 Workplace Safety and Insurance Act Pay Supplement

- a) All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.
- b) An employee receiving payment for a compensable injury under Workplace Safety and Insurance shall accumulate seniority and shall be entitled to all benefits under this collective agreement. While on Workplace Safety and Insurance, the Employer shall continue to pay their share of all premiums for employee benefits.

#### 25.02 Extended Health, Life and Disability Insurance

##### A) Extended Health

The Employer will cause to be maintained and extended health insurance plan and shall pay 100% of the premiums associated with such plan, for all Employees who have been employed for at least three months and their dependents and/or spouse subject to the approval of the insurance provider. The extended health insurance plan includes but is not limited to:

##### i) Extended Health Care

Deductible - \$0

Co-Insurance -\$100% of all eligible expenses Maximum - unlimited

Optical Maximum - prescription lenses (including contact lenses), frames and

fitting of glasses, \$300 every 24 months. Contact lenses following surgery, \$200 every 24 months

ii) Dental

Deductible - \$0

Co-Insurance - levels I & II - 100%

Maximum - levels I & II (combined) \$1,500 per individual per calendar year  
Provincial Fee Guide - Current

B) Life and Long Term Disability

The Employer will cause to be maintained long-term disability, accidental death and dismemberment and life insurance and shall pay 100% of the premiums associated with such plans, for all Employees who have been employed for at least three months, as follows and subject to the approval of the insurance provider.

- iii) Basic Life Insurance equal to 1 x annual earnings to the next higher \$1,000. to a maximum of \$100,000. This amount reduces by 50% at attainment of age 65 and will terminate at the earlier of retirement or attainment of age 70.
- iv) Accidental Death and Dismemberment Insurance equal to 1x annual earnings rounded to the next \$1,000. to a maximum benefit of \$100,000. with same reductions as Life Insurance above.
- v) Short Term Disability to the amount of 66-2/3% of weekly earnings rounded to the next higher \$1, to a maximum benefit of \$500.00. This benefit commences on the 1st day due to accident, 8th full day of disability due to sickness and the 1st day if hospitalized. Maximum benefit period 17 weeks. Upon providing BUSU with proof of payments from the insurance carrier, BUSU will top up an employees Short Term Disability payment to 75% of regular earnings for the length of the Short Term Disability claim.
- vi) Long Term Disability: To the amount of 66-2/3% of monthly earnings rounded to the next higher \$1, to a maximum benefit of \$2,500. Maximum benefit period ends at age 65 or retirement.

25.03 The Employer will match RRSP contributions up to 5% to a maximum contribution of \$4,000/annual.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Restrictions on Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person,

company, or non-unit employee, provided that no bargaining unit employee is laid-off as a result.

Nothing in this Agreement shall prevent the Employer from using temporary employees to replace in cases of illness, leave of absence, vacations. In cases of resignations or terminations of employment, the Employer may use a temporary employee during the posting period only. In the cases of additional workload or special projects, the period of temporary employment shall not exceed three (3) months. Such period may be extended by mutual agreement. Nothing in this Agreement shall be construed as preventing the Employer from utilizing the assistance of any Government Job Creation Program.

#### 26.02 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of reference upon request. Reference letter will provide information on term of employment, and duties performed.

#### 26.03 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

#### 26.04 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

#### 26.05 Courses

The Employer shall pay the tuition for one course per semester as taken by each employee with the following provision:

- i. payment for tuition disbursed in arrears, upon completion of course, with passing grade, and
- ii. courses scheduled during working hours must be considered to be mutually agreeable and any time missed from work schedule must be 'made up' by employee.
- iii. courses are taken for the purpose of professional development in the field in which the employee works.

### ARTICLE 27 - TERM OF AGREEMENT

#### 27.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing no earlier than October 1<sup>st</sup> in any year that it desires its

termination or amendment.

**27.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**27.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the period of 90 days prior to the termination date December 31, 2024, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

**27.04 Retroactive Pay for Terminated Employees**

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

**27.05 Retroactivity**

All changes in the new Agreement shall be adjusted retroactively to January 1, 2023 unless otherwise specified.

Signed in St. Catharines, Ontario this 15<sup>th</sup> day of February 2024.

FOR THE BROCK UNIVERSITY STUDENTS'  
UNION, INC.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1295

*Alt s Hill*

Brad Worden

*Kate Swiatek*  
Kate Swiatek (Feb 27, 2024 14:04 EST)

*BR*

**SCHEDULE 'A' WAGE RATES AND CLASSIFICATIONS**

<b>EFFECTIVE DATE – JANUARY 1, 2023 to April 30, 2023</b>			
<b>Classification</b>	<b>Probationary Rate per hour</b>	<b>After per hour after 60 days probation</b>	<b>Rate per hour for current Employees</b>
Secretary- Receptionist	20.22	20.61	21.04
Accounting Clerk	23.46	23.93	24.41
Bookkeeper- Accountant	28.53	29.12	30.33

<b>EFFECTIVE DATE – MAY 1, 2023 TO DECEMBER 31, 2023</b>			
<b>Classification</b>	<b>Probationary Rate per hour</b>	<b>After per hour after 60 days probation</b>	<b>Rate per hour for current Employees</b>
Secretary- Receptionist	21.59	22.00	22.46
Accounting Clerk	25.05	25.55	26.06
Bookkeeper- Accountant	30.46	31.19	32.38

<b>EFFECTIVE DATE – JANUARY 1, 2023 TO DECEMBER 31, 2024</b>			
<b>Classification</b>	<b>Probationary Rate per hour</b>	<b>After per hour after 60 days probation</b>	<b>Rate per hour for current Employees</b>
Secretary- Receptionist	22.35	22.77	23.25
Accounting Clerk	25.93	26.44	26.97
Bookkeeper- Accountant	31.93	32.28	35.51

**Note Regarding Current Employee.**

In the event that a new Employee has been hired – this is the rate they would achieve after they have been deemed to have become fully conversant with all aspects of the job.

- |                         |   |
|-------------------------|---|
| Receptionist- Secretary | - after one full year (12 months) of service    |
| Bookkeeper/Accountant   | - after three full years (36 months) of service |
| Accounting Clerk        | - after one full year (12 months) of service    |

JOB DESCRIPTION - SECRETARY/RECEPTIONIST

TITLE: SECRETARY/RECEPTIONIST

SUPERVISOR: BROCK UNIVERSITY STUDENTS' UNION  
INC. BUSINESS MANAGER

PRESENT MANAGER: RON GOURLAY

MANDATE:

The Secretary/Receptionist is responsible for answering telephones, acting as a first contact for Brock University Students' Union Inc. (BUSU), performing specific clerical duties, maintain record of room bookings, and type office correspondence for BUSU office employees as required.

DUTIES AND RESPONSIBILITIES:

The Secretary/Receptionist will be expected to receive people and answer the telephone in a pleasant manner. The Secretary-Receptionist will take and pass on messages to appropriate individuals on a timely basis. The Secretary/Receptionist will be responsible for opening and closing the office at the prescribed hours.

The Secretary/Receptionist is responsible for maintaining office files as directed, including office correspondence, copies of Press, Minutes of meetings, as well as keep an up to date set of policies and procedures, By-Laws, and Constitutions for both BUSU, Student Centre Board and The Press.

The Secretary/Receptionist is responsible for the booking of facilities for clubs and other BUSU functions. The Secretary/Receptionist will be guided by and seek guidance from the Programmer - Entertainment Services and Vice President Student Services. The Secretary/Receptionist will maintain an event calendar to record these bookings.

The Secretary/Receptionist will be the key operator for the photocopiers and will ensure that adequate paper and toner supplies are on hand at all times. The Secretary/Receptionist will also ensure that all machines are stocked with these supplies. The Secretary/Receptionist will also provide assistance to users who are having difficulties operating equipment.

The Secretary/Receptionist will be responsible for the ordering, preparation and issuance of vendacards to the G.B. and Sophie's Stores.

The Secretary/Receptionist will type correspondence for all executive and office employees as required. The Secretary/Receptionist will be responsible for opening and distributing incoming mail as well as being responsible for ensuring outgoing mail is dealt with promptly.

The Secretary/Receptionist will be responsible for making copies of correspondence, minutes, agreements, contracts, etc., as directed.

The Secretary/Receptionist will be responsible for approving posters for display on BUSU Bulletin Boards as per prevailing BUSU guidelines.

The Secretary/Receptionist will be responsible for maintaining the petty cash solely associated with sales.

The Secretary/Receptionist will be responsible for the monthly internal billing for services provided to other businesses, i.e. photocopies and facsimile usage.

The Secretary/Receptionist will be responsible for the selling of International Student Identification Cards.

The Secretary/Receptionist will be responsible for the ordering of office and equipment supplies on a regular basis.

The Secretary/Receptionist will be responsible for the arranging and booking of graduation photographs.

The Secretary/Receptionist will be responsible for assisting students in the use of facsimile machines and the collection of the appropriate fees.

The Secretary/Receptionist will assist with the sale of lockers, tutor referrals, and entry of book referral and book sales, through the year as required.

BUSU will be responsible for training the Secretary/Receptionist on new systems.

**EDUCATION AND SKILLS:**

Grade 12 or equivalent  
Familiar with Word Perfect 5.1

**ASSETS:**

Good organizational skills.  
Excellent interpersonal skills.  
2 - 3 years experience in an office environment.

### JOB DESCRIPTION – ACCOUNTING CLERK

TITLE: ACCOUNTING CLERK

SUPERVISOR: BROCK UNIVERSITY STUDENTS' UNION  
INC. ACCOUNTING MANAGER

MANDATE:

The Accounting Clerk will be responsible for processing payables, payroll and receivables for the Brock University Students' Union employees and operations.

#### SECTION 1: DUTIES AND RESPONSIBILITIES:

##### Accounting

- Set-up and maintain adequate filing systems for all accounting records
- Executes the weekly cheque requisition process
- Executes the processing of accounts receivable / payables of BUSU
- Assists the divisions with banking when needed

##### Payroll

- Processes payroll for all BUSU employees on a bi-weekly basis.
- Performs updates on payroll database
- Distributes payroll reports
- Completes payroll related tax submissions and reconciliations

##### General Duties

- Assist the Accounting Manager in duties as assigned
- Assist the GM in day-to-day accounting functions
- Assist the VPFA in the day-to-day accounting functions
- Performs duties as reasonably assigned by the Accounting Manager or General Manager

#### SECTION 2: POSITION REQUIREMENTS

- Completed undergraduate degree or diploma in accounting or related work experience
- Minimum one year experience in payroll and payables processing
- Strong mathematical, analytical, written and oral communication skills
- Knowledge of common and accepted accounting practices in the non-profit field
- Sound computer skills with experience in accounting software
- Extreme attention to detail
- Ability to maintain confidentiality of financial and human resource files
- Ability to work effectively in a fast-paced environment
- Ability to maintain a high level of accuracy.

### SECTION 3: ADDITIONAL QUALIFICATIONS

- Be able to maintain a high level of accuracy
- Good people skills
- Good organizational skills
- Ability to work alone with minimum direction
- Legally eligible to work in Canada
- Bondable
- Experience in a student focused environment an asset

Job Description - Bookkeeper

TITLE: BOOKKEEPER

SUPERVISOR: BROCK UNIVERSITY STUDENTS' UNION  
INC. BUSINESS MANAGER

PRESENT MANAGER: RON GOURLAY

MANDATE:

The Bookkeeper is responsible for the keeping of accurate accounting records for Brock University Students' Union Inc. (BUSU), including accounts receivable, accounts payable, general ledger, payroll and tax remittances.

DUTIES AND RESPONSIBILITIES:

The Bookkeeper is responsible for performing all accounting functions relative to the input of financial data from properly authenticated source documents for each unit/department of BUSU.

The Bookkeeper is responsible for performing all accounting functions relative to the output of Financial Statements and reports required on a regular basis or on request by the Executive or Business Manager. Such reports and statements are to be produced on a timely basis for each unit/department of BUSU.

The Bookkeeper is responsible for preparing and making the daily bank deposits in an accurate and timely fashion. All funds received are to be recorded in the appropriate ledgers and support documentation is to be scrutinized for completeness and accuracy for each unit/department of BUSU. The Bookkeeper is required to make the deposits at the bank for the General Brock Store of Sophies on an exception basis only.

The Bookkeeper is responsible for preparing cheques for settlement of invoices, cheque requisitions, payroll and tax remittance for each unit/department of BUSU.

The Bookkeeper shall liaise with the accountants in the completion of year end audits and preparation of Financial Statements.

The Bookkeeper shall be guided by BUSU policy and procedures manuals in force.

The Bookkeeper shall set up and maintain adequate filing systems for all accounting records.

The Bookkeeper shall share on an equal basis with other BUSU staff in answering the telephone in busy periods and in the absence of the Receptionist/Secretary.

BUSU shall be responsible for training the Bookkeeper on new systems.

EDUCATION AND SKILLS

A thorough knowledge of accounting principles and general practices.

3 - 5 years exposure to computerized accounting environment.  
A good knowledge of Lotus 123 or equivalent.  
Some word processing skills (Word Perfect 5.1 preferred).

**ASSETS:**

Be able to maintain high degree of accuracy.  
Ability to work alone with minimum direction.  
Good people skills.  
Good organizational skills.

LETTER OF UNDERSTANDING

Between

The Brock University Student Union Inc  
(hereinafter referred to as "The Employer")

Canadian Union of Public Employees  
L 1295-01  
(Hereinafter referred to as "CUPE Local 1295")

Both The Employer and CUPE Local 1295  
(Hereinafter referred to as "The Parties")

*Re: Joint Job Evaluation and Current Job Description*

The Parties agree to meet within six (6) months after the ratification of this agreement to establish a Joint Job Evaluation committee as pre the Pay Equity Act. The Parties agree to review existing job descriptions within the collective agreement.

In the review process the parties agree to ensure parity as between the members such that both the Employer and Union are adequately represented and both parties shall agree to a commitment to transparency and avoidance of any conflict in individual job description or classification review whereby individuals may be reviewing their own role.

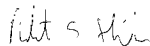
In the event the Committee fails to agree upon the job description and/or job rating, the matter may be referred to the Labour-Management Committee.

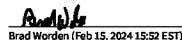
All time spent by the Committee members shall be deemed to be time worked.

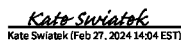
Signed in St. Catharines, Ontario this 15<sup>th</sup> day of February 2024.

FOR THE BROCK UNIVERSITY STUDENTS'  
UNION, INC.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1295



  
Brad Worden (Feb 15, 2024 15:52 EST)

  
Kate Swiatek (Feb 27, 2024 14:04 EST)

