

# **Collective Agreement**

between

**Brock University**

and the

**Canadian Union of Public Employees  
Local 4207, Unit 1**

**July 1, 2013 to September 6, 2016**





## Table of Contents

| Article   | Page      |
|---|-----------|
| 1 - Definitions .....   | 1         |
| 2 - Purpose .....   | 2         |
| 3 - Recognition .....   | 2         |
| 4 - Management Rights .....   | 3         |
| 5 - No Discrimination or Harassment .....   | 4         |
| 6 - Union Security .....  | 4         |
| 7 - Grievance Procedure .....   | 8         |
| 8 - Arbitration .....   | 11        |
| 9 - No Strikes or Lockouts .....  | 12        |
| 10 - Labour/Management Committee .....  | 13        |
| 11 - Union Representation .....   | 13        |
| 12 - Reprimands, Discipline and Dismissal .....   | 14        |
| 13 - Wages .....  | 17        |
| 14 - Postings .....   | 18        |
| 15 - Appointments .....   | 21        |
| 16 - Seniority .....  | 24        |
| 17 - Academic Freedom .....   | 25        |
| 18 - Information .....  | 26        |
| 19 - Leaves of Absence .....  | 26        |
| 20 - Health and Safety .....  | 30        |
| 21 - General .....  | 31        |
| 22 - Workload .....   | 32        |
| 23 - Holidays .....   | 37        |
| 24 - Accommodation For Employees With Disabilities .....  | 37        |
| 25 - Correspondence .....   | 37        |
| 26 - Pension .....  | 38        |
| 27 - Duration .....   | 39        |
| <br>  |           |
| <b>Appendix "A" - Ontario Labour Relations Board Certification Order .....</b>                  | <b>40</b> |
| <b>Appendix "B" - Wage Settlement .....</b>   | <b>43</b> |
| <b>Appendix "C" - Allocation of Hours Form .....</b>  | <b>45</b> |
| <br>  |           |
| <b>Letter of Understanding - re: Graduate Student Supplement .....</b>                          | <b>47</b> |
| <b>Letter of Understanding - re: Benefits Fund .....</b>  | <b>48</b> |
| <b>Letter of Understanding - re: Allocation of Hours Form .....</b>                             | <b>49</b> |
| <b>Letter of Understanding - re: Email Addresses .....</b>                                      | <b>50</b> |
| <b>Letter of Understanding - re: Library Borrowing Privileges<br/>and Email Addresses .....</b> | <b>51</b> |

## **Article 1: Definitions**

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

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

## **Article 2: Purpose**

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

## **Article 3: Recognition**

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

and persons for whom a trade union held bargaining rights on April 1, 1998.

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

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

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

- 4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

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

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

#### **Article 6: Union Security**

- 6.01 The Employer agrees to deduct from every employee, the equivalent of such regular monthly Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution

and By-Laws, from the first pay of each present employee and each new employee following the completion of the first working day of active employment.

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

The Employer shall remit the amount deducted to the Union no more than five (5) calendar days after deductions have been made.

- 6.02 The Employer agrees to provide the Union with the following information:
- a. **Union Dues Report** – A hard copy list that includes the following information will be provided no more than (5) calendar days after each bi-weekly pay where union dues deductions have been made from a member's pay: for all employees who have held an appointment in the current calendar year, employee number, name, address, union dues for current pay period, and union dues deducted for the current calendar year.
  - b. **Member Contact Information Report** – An electronic list that includes the following information for all members who have been employed in the current academic year will be provided to the Union on or before September 15<sup>th</sup>, September 30<sup>th</sup>, November 30<sup>th</sup>, January 31<sup>st</sup>, March 31<sup>st</sup>, and May 31<sup>st</sup> each year: employee number; name; department; home address; phone number; e-mail address.
  - c. **Employment Information Report** – An electronic list that includes the following information for all members who have been employed in the current academic year will be provided to the Union on or before September 15<sup>th</sup>, September 30<sup>th</sup>, November 30<sup>th</sup>, January 31<sup>st</sup>, March 31<sup>st</sup>, and May 31<sup>st</sup> each year: employee number; name; contract number(s); start date; end date; job title; department; faculty; course; academic session; academic duration; rate of pay; number of stipends or hours, as appropriate; and total dollar value of contract.
- 6.03
- a. The Employer agrees to inform all employees that a Union Collective Agreement is in effect by stating such on all job postings and in each offer of appointment.
  - b. The Employer will make the text of the Collective Agreement available on the Human Resources website ([www.brocku.ca/hr](http://www.brocku.ca/hr)).

- c. The Employer will inform an employee that she may obtain a hardcopy of the Collective Agreement from the Employer or the Union on all job postings and in each offer of appointment.
  - d. The Employer shall direct employees to the Union's website, phone extension and office by including such information in each offer of appointment.
- 6.04 The Employer agrees to prepare and provide copies of this Collective Agreement within forty-five (45) days of the signing of said Collective Agreement. The cost associated with printing the Collective Agreement will be shared equally by the Parties. The Employer shall provide the Union with 300 copies of the Collective Agreement and shall provide the Union with a machine-readable version of the Collective Agreement. Should the Union require additional copies of the Collective Agreement, the Union may request that additional copies be printed. The Union will not unreasonably request additional copies of the Collective Agreement and the University will not unreasonably deny such a request. The cost of printing additional copies of the Collective Agreement will be shared equally by the parties.
- 6.05 The Employer shall provide a reasonably sized demarcated area of bulletin board space in each academic department of no less a size than twenty-two by twenty-eight inches (22" x 28"). This will be clearly marked "Canadian Union of Public Employees, Local 4207 Notices" and shall be for the use of official Union notices. The Employer shall send a list of the locations of bulletin boards to the Union annually.
- 6.06 The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The Employer shall allow the Union the use of all University services, computing services and audio-visual services at internal rates.
- 6.07
- a. The Employer will provide the Union with e-mail addresses, upon request, for up to fifteen (15) of its Executives and Officers.
  - b. The Employer shall provide the Union with free Internet access, as well as space on the University website for a Canadian Union of Public Employees, Local 4207 web-page, to be used for Union communications. The Union agrees to save the University harmless from any liability from any action resulting from Union use of University computing services.

c. The Employer will provide the Union with suitable, serviced (telephone and power) office space. The Union will bear the cost of telephone service at internal user rates. The Parties agree that MC C402 shall be the office space provided to CUPE, Local 4207.

6.08 The Employer shall permit the Union to book University rooms through conference services for business meetings of the Local on the same basis as other internal users. CUPE, Local 4207 will be responsible for any set up costs associated with the room booking.

6.09 The Employer shall invite the Union to attend orientation sessions that are organized at the University or Department level for members of this Bargaining Unit. Departments who hold course specific orientation sessions may invite the Union to attend on the same basis as University and Department level orientation sessions. The Union shall be given a reasonable amount of time at these sessions in order to acquaint members with the Union and the Union's Executive.

The Employer shall write to department/program chairs/directors in August of each year to recommend that a department and/or course level orientation session be held for members of the bargaining unit to, among other things, familiarize the members with relevant duties and relevant terms and conditions of employment that may apply under the Collective Agreement. The Union shall be copied on all such communication. By writing to department/program chairs/directors, the Parties agree that the University has fulfilled its requirement under this article.

6.10 Employees who are graduate students and who are elected or appointed to a position in, or employed by, the Union, may submit a request to the Dean of Graduate Studies for an extension to their specified time to completion for their degree. It is understood that 1) extensions must not be greater than twelve (12) months; 2) members may request a maximum of one extension during the completion of their degree; 3) a maximum of three (3) requests for extension may be granted per academic year; 4) when considering requests based on such service, the Dean of Graduate Studies shall take into account the effect of such service upon the completion of the student's degree; 5) requests shall not be unreasonably denied by the Dean of Graduate Studies.

For the purpose of this clause only, the Union shall include CUPE 4207's executive, the Canadian Labour Congress, the Ontario

Federation of Labour, and the Ontario division or national body of CUPE.

- 6.11 It is understood by both parties that it is the responsibility of employees who are also students, to manage their time appropriately in order to fulfill both their academic and employment responsibilities. However, if an employee who is also a graduate student can demonstrate that, through no fault of his/her own, a direct conflict exists between employment responsibilities and a deadline for the completion of an academic assignment (excluding tests and examinations), they may apply to the appropriate Chair/Program Director(s) to reschedule, where possible and within the following two (2) weeks, the employment responsibilities which created the direct conflict. It is understood that requests for such rescheduling of work will not be unreasonably sought by the employee, nor unreasonably denied by the Chair/Program Director(s).
- 6.12 For the purposes of assisting the Union in providing Bargaining Unit members with an orientation package, the Employer agrees to include a statement on contracts of employment for Bargaining Unit positions that an orientation package is available for pick up in the CUPE 4207 office (MC C402).

## **Article 7: Grievance Procedure**

- 7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 7.02 The Parties shall be bound by this Article, and shall promptly implement all decisions arrived at under the procedures described in this Article.
- 7.03
- a. An individual grievance, defined as involving a single employee reporting to a single supervisor, may be initiated by the Union at Stage 1 of the grievance procedure.
  - b. A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Union or the University at Stage 2 of the grievance procedure.
  - c. A group grievance, defined as a grievance that involves more than two (2) employees working the same faculty, may be initiated at Stage 1 of the grievance procedure.

- d. A grievance involving suspension or dismissal shall be initiated at Stage 1.
- e. A grievance involving health and safety shall be initiated at Stage 1.

7.04 The Union shall have carriage of all grievances. The Employer shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance and arbitration procedures. It is understood that the grievor has a right to attend and participate in any of the aforementioned meetings.

7.05 Formal grievance proceedings shall be initiated by formal written notice of grievance to the other Party. Notice of grievance shall specify the provision or provisions of this Agreement at issue in the dispute, including also, where appropriate, reference to past practices or other established procedures incorporated in this Agreement by articles of inclusion, and the remedy or remedies being sought.

7.06 The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration process.

7.07 **Informal Complaint Stage**

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

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

## 7.08 Formal Grievance Procedure

### Stage 1:

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

### Stage 2:

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

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

resolved in mediation, the time limits will commence the day following said meeting.

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

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

## **Article 8: Arbitration**

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

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

- 8.03 For a single arbitrator, the following shall apply:

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

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

- b. The persons named in (a) above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of

personal involvement in the subject matter of the particular dispute.

- c. If none of the persons named in (a) above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list in (a) above, to appoint an arbitrator.

- 8.04 The single arbitrator or Board of Arbitration shall give full opportunity for both Parties to the grievance to present evidence and make representations.
- 8.05 The single arbitrator or Board of Arbitration shall have no power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 8.06 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both Parties.
- 8.07 The Parties shall share equally the fees and expenses of a single arbitrator or those of the Chair of an Arbitration Board. Each Party to the grievance shall bear its own expenses of appearing at hearings.
- 8.08 In any case involving termination of employment for just cause, the burden of proof will rest with the Employer.
- 8.09 Suspensions and dismissals take effect at the time specified in the notice to the individual. If the Union grieves a suspension without pay, the member will continue to receive salary and be eligible for all applicable benefits until the grievance is decided, or until the end of the members' current appointment, whichever is the lesser. If the Union grieves a dismissal, the member shall continue to receive salary and be eligible for all applicable benefits until the grievance is decided, or until the end of the members' current appointment, whichever is the lesser.

## **Article 9: No Strikes or Lockouts**

- 9.01 The Union undertakes that there will be no strikes and the Employer undertakes that there will be no lockouts so long as this Agreement continues to operate. The meaning of the words "strike" and "lockout" will be as defined in the Ontario Labour Relations Act.

- 9.02 In the event that another employee group at the University establishes picket lines on campus, CUPE 4207 employees shall not be required to cross said line if they reasonably perceive it to be hostile. Time missed as a result of employees failing to report to work under such circumstances shall be unpaid.

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

- 10.01 There shall be a Labour/Management Committee made up of equal numbers of representatives of the Parties including at least, the President of CUPE, Local 4207 or designate, the Chief Steward or designate, the Vice-President Academic or designate, and the Associate Vice-President Administration or designate. The Committee may consider any matter relating to the interpretation or administration of the Collective Agreement.
- 10.02 The Committee will meet within ten (10) working days of the call of either Party. Prior to the meeting, the Party calling the meeting will advise the other of the proposed agenda for the meeting. The responding Party will, likewise, advise of any further agenda items.
- 10.03 The Labour/Management Committee shall not adjudicate any grievances. However, should the Committee decide to discuss a grievance, it is understood that the grievor shall have the right to attend and participate.
- 10.04 The Labour/Management Committee shall not have the authority to add to or modify the terms of this Agreement.
- 10.05 Each party shall designate a co-chair who will alternately preside at each committee meeting.
- 10.06 The presiding co-chair shall prepare a summary of issues and decisions reached by the Parties each time the Committee meets. This summary will then be forwarded to the other party's co-chair within a reasonable period of time after the meeting. The co-chairs shall then review the summary and, if the summary accurately reflects the decisions reached in the meeting, sign the document.

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

- 11.01 In order to provide for effective communication between the Union and the Employer on matters arising from this Collective Agreement,

the Employer agrees to recognize:

- One (1) Chief Steward from the Bargaining Unit.
- One (1) Steward from each Faculty employing persons covered by the Collective Agreement.

11.02 The Union will provide the Employer by September 30<sup>th</sup> of each year the names and contact information (i.e. phone number and email address) of its Officers and Stewards. The Union shall notify the Employer if this information changes throughout the year.

11.03 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to University premises to consult with the Union.

11.04 The Employer shall provide the Union with the equivalent of one full-course instructor stipend annually to compensate Executive Board members of CUPE Local 4207 who meet with the Employer in dealing with grievance and collective agreement issues. The stipend will be provided to the Union on May 1<sup>st</sup> of each year and be administered by the Union.

11.05 In any disciplinary investigation where the University requires the attendance of a Bargaining Unit member, the University will schedule the meeting during the member's regular working hours or compensate the member at their appropriate rate of pay for time spent attending the meeting.

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

12.01 Discipline shall be for just cause only.

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

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

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

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

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

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

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

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

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

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

## **Article 13: Wages**

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

### **13.02 Direct Deposit**

- a. Appointments starting September 1, 2005 or later shall be paid by direct deposit for all members of the Bargaining Unit.
- b. Individual members will be responsible for ensuring that Human Resources has up-to-date banking information. Members who do not provide banking information will receive a pay cheque for their first pay period but shall have all further payments held until up-to date banking information is provided to Human Resources.
- c. The Employer shall instruct members on each offer of appointment to provide Human Resources with up-to-date banking information and shall inform members on each offer of appointment that they are authorizing direct deposit by signing the contract of employment.
- d. All appointments shall be paid using a two-week waiting period (e.g. work completed during the week ending Friday the 5<sup>th</sup> shall be paid on Friday the 19<sup>th</sup>). During the life of the collective agreement the employer will endeavour to ensure that there are no unnecessary delays associated with the processing and payment of contracts of employment for members of the Bargaining Unit.

Effective September 1, 2011, all Bargaining Unit members who are employed under a contract of employment will be paid to date during the term of the contract of employment (e.g. payments scheduled for the week ending Friday the 5<sup>th</sup> shall be paid on Friday the 5<sup>th</sup>). All Bargaining Unit members who are employed under a time sheet authorization shall be paid using a two-week waiting period (e.g. work completed during the week ending Friday the 5<sup>th</sup> shall be paid on Friday the 19<sup>th</sup>).

It is understood that if an appointment is terminated for any reason and the Bargaining Unit member was paid for work not yet completed, the member will be required to reimburse the University for any payment made but not earned. If an appointment is cancelled by the University, any payment owed to

the employee under Article 15.05 will be deducted from the amount owing under this Article (13.02.d).

- e. Wages shall be paid every second Friday unless the employee requests that payment be made for an appointment as follows:
  - i. In two installments (i.e. half way through the appointment and at the conclusion of the appointment); or
  - ii. In one installment at the termination of the appointment.

## **Article 14: Postings**

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

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

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

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

- 14.02 a. Departments shall post each position in the Bargaining Unit as it arises for a minimum of ten (10) working days.

Bargaining Unit positions shall be posted on a centralized, universally accessible, University wide website. Individual departments may continue to post vacancies on the appropriate Departmental website, provided the position is also posted on the University wide website.

Departments may post hard copies of postings if the Department so chooses. If the position is posted on a CUPE 4207 bulletin board (Article 6.04) the Department shall ensure that there is a reasonable amount of space still available on the bulletin board for Union notices.

All Teaching Assistant, Lab Demonstrator and Course Coordinator postings for the Fall term shall be posted in accordance with Article 14.02(a) – these positions will normally

be posted no sooner than June 1<sup>st</sup> and normally have a closing date no later than August 7<sup>th</sup> each year.

All Instructor posting for the Fall term shall be posted in accordance with Article 14.02(a) – these positions will normally be posted no sooner than April 1<sup>st</sup> and normally have a closing date no later than August 7<sup>th</sup> each year.

The parties agree that it may become necessary to post Fall term Instructor, TA, CC, and/or LD positions after August 7<sup>th</sup> (e.g. in situations where the work becomes available on a date that prevents a posting by August 7<sup>th</sup>). The parties agree that it is not a violation of this collective agreement to post Instructor, TA, LD, and/or CC positions after August 7<sup>th</sup> in the event of bona fide circumstances that have prevented the University from meeting this posting deadline.

Individual departments may choose, but are not required, to post positions for the Winter term during the posting period identified above in Article 14.02 (a).

Prior to the expiration of this Agreement, the Parties agree to meet to discuss and evaluate the posting period outlined in Article 14.02 (a).

No later than June 1, 2012, the University will make provision to allow members to submit job applications electronically.

No later than June 1, 2012, the University will make provision to indicate to the Union when the qualifications for a Bargaining Unit position have been changed from the previous posting.

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

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

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

### **14.03 Work of the Bargaining Unit**

If a position is posted as a Bargaining Unit position, the position will normally be filled by an applicant who is or will become a member of the Bargaining Unit. However, if there are no applicants appointed in accordance with Article 15, the University may appoint someone to the position who would not become a member of the bargaining unit (e.g. a BUFA member being assigned to instruct a course).

## Article 15: Appointments

- 15.01 a. The Parties acknowledge that the criteria, which the Employer shall use in selecting the successful applicant for a position, shall include the qualifications as stated on the job posting (Article 14.02 (b)), the applicant's seniority and any preference in hiring (Article 15.02).
- b. In evaluating an applicant's qualifications, performance in a previous appointment will be deemed satisfactory if no written performance evaluation to the contrary exists, or if no performance evaluation has been conducted.
- c. An applicant shall be deemed qualified if she meets the qualifications as stated in the posting. In the event that there is more than one (1) qualified and eligible applicant, seniority and preference in hiring (if applicable) shall be used to determine the successful applicant. Where no successful applicant is determined by the Employer, the Employer may assign the work to someone deemed suitable and that person shall become a member of this Bargaining Unit, subject to the exceptions identified in the certification order (i.e. those individuals saved and excepted).
- d. In deeming someone suitable under Article 15.01 (c), the Employer shall first consider applicants to the position who, while not qualified according to the job posting, may possess reasonably equivalent qualifications that demonstrate expertise and currency in the specified discipline. If there is more than one (1) applicant to the position who is suitable as described in this Article (15.01 (d)), then the most senior of these applicants shall be appointed to the position. If there is no applicant who is suitable as described in this Article (15.01 (d)), the University may appoint anyone it deems suitable to the position.
- e. In cases where two (2) or more qualified applicants have equal seniority, departments will divide available work between these candidates in blocks of two seminars (or equivalent). In cases where an additional appointment exists after the work has been equally distributed in blocks of two seminars (or equivalent), departments shall appoint the remaining work to the applicant with the highest employee number in even calendar years and the applicant with the lowest employee number in odd calendar years.

## 15.02 Preference in Hiring

- a. Preference in hiring shall be given to qualified full-time students in the following order:
  - i. Full-time doctoral candidates enrolled at Brock University;
  - ii. Full-time graduate students enrolled in a master's program at Brock University.

For the purpose of Article 15.02 (a), full-time graduate students who are granted an approved Leave of Absence from full-time study on bona fide grounds will not have the period of leave counted against the defined length of their program for preference in hiring purposes. For clarity, graduate students do not have a preference in hiring during an approved Leave of Absence.

- b. In the case of Article 15.02 (a) (i) and (ii), above, preference in hiring shall be extended to qualified prospective full-time students who have made application to be enrolled in a graduate studies program at Brock University. All incoming graduate students will be deemed to have applied to all Bargaining Unit positions for the first two (2) academic terms of their graduate studies. The Employer will ensure each Department has the necessary information on file to appoint graduate students to appropriate positions. Graduate students will be required to apply for positions in subsequent academic terms.
- c. It is understood that preference in hiring under Article 15.02 (a) will be limited to:
  - i. Four (4) years from the commencement of study in the case of a doctoral candidate. If the length of the program is less than four (4) years, preference in hiring will be limited to the defined length of the program.
  - ii. Two (2) years from the commencement of study in the case of a master's level graduate student. If the length of the program is less than two (2) years, preference in hiring will be limited to the defined length of the program.
- d. It is understood that preference in hiring does not apply to the position of Instructor.
- e. If there are no qualified applicants from any of the above groups then qualified part-time students and applicants who are not

enrolled as students at Brock University will be considered for the position.

- 15.03 a. Successful applicants to instructor postings shall be notified of an offer of appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment. The University will endeavour to notify successful applicants normally no later than the first working day immediately following: August 1<sup>st</sup> for appointments beginning in the Fall term, December 1<sup>st</sup> for appointments beginning in the Winter Term, and April 1<sup>st</sup> for appointments beginning either the Spring or Summer terms.
- b. Successful applicants to teaching assistant, lab demonstrator, and course coordinator positions shall be notified of an offer of appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment. The University will endeavour to notify successful applicants normally no later than the first working day immediately following: September 1<sup>st</sup> for appointments beginning in the Fall term, January 1<sup>st</sup> for appointments beginning in the Winter Term, and May 1<sup>st</sup> for appointments beginning either the Spring or Summer terms.
- c. It is understood that situations may arise where it is necessary and practicable to make appointments after the dates indicated in (a) and (b) above; however, the University will endeavour to make offers of employment in such time that will allow applicants the time provided under Article 15.03(e) to accept the appointment.
- d. Successful applicants to marker-grader positions shall be notified of an appointment of an appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment.
- e. Successful applicants shall inform the Employer, in writing, as soon as possible and no later than two (2) weeks after the offer having been made as to whether or not they accept the offer. In cases where a position has been appointed in accordance with Article 14.02 (e), successful applicants shall inform the Employer, in writing, no later than one (1) week after the offer having been made.
- f. Within four (4) weeks of the University making an offer of appointment for a bargaining unit position, the Union shall be notified of the applicant(s) who have been appointed to (and who have accepted) the position and their seniority date(s). [NOTE:

the University will begin notifying the union under this article starting with Spring 2012 appointments].

- 15.04 In every case, the employee's supervisor shall be the Chair of the Department, or a person specifically designated by the Chair.
- 15.05 If the Employer cancels an appointment prior to the start of an appointment it will pay the employee a cancellation stipend of 5% of the value of the appointment cancelled. If the contract is cancelled after the start of the appointment, the employee will be paid a cancellation fee of 5% or a pro-rated amount equal to the percentage of work performed, whichever is greater.
- 15.06 An Employee who has successfully taught a course as an Instructor on at least two (2) occasions during the previous three (3) occasions in which the course was offered shall have the right of first refusal on the next Instructor posting for that course provided that the Employee has applied for the position. The Parties agree that Instructors will remain current with developments in their disciplines and on a regular basis update the subject matter in the course they teach. It is understood that right of first refusal does not override seniority.

## **Article 16: Seniority**

- 16.01 a. Seniority shall be based on the employee's original date of hire in the Bargaining Unit.
- b. Seniority and employment shall cease for any of the following reasons:
- i. Termination of employment;
  - ii. Failing to report for a work assignment after accepting such appointment;
  - iii. Abandoning a contract;
  - iv. A break in service.
- c. A termination of employment shall be deemed to have occurred if an individual employed by the University resigns or is dismissed.
- d. A break in service shall be deemed to have occurred if an individual employed by the University did not hold an appointment in the Bargaining Unit in the previous academic year. Upon request, an employee whose name does not appear on the seniority list but who has held an appointment in the Bargaining Unit in the previous twenty-four (24) months and who wishes to

apply to a Bargaining Unit position will be reinstated without loss of seniority.

- e. A seniority list shall be maintained by the Human Resources Department and shall be updated three times per year, in June, October and February. The Employer shall provide a copy of the seniority list to the Union by the last working day of the month in which the seniority list is being updated.
- f. It is understood that an employee shall be considered probationary until she has been appointed and worked in the Bargaining Unit for two (2) academic terms and has been re-appointed in a third (3<sup>rd</sup>) academic term without suffering a break in service as defined in Article 16.01 (d).

16.02 Effective July 1, 2010, members who accept a Limited Term Faculty Appointment (LTA) or Instructional Limited Term Faculty Appointment (ILTA) at Brock University will be deemed to be on an approved leave of absence for the duration of the LTA and/or ILTA appointment. Accordingly, the period of time that a member spends as an LTA and/or ILTA will not count towards a break in service.

## **Article 17: Academic Freedom**

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

## **Article 18: Information**

### **18.01 Human Resources File**

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

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

## **Article 19: Leaves of Absence**

### **19.01 Sick Leave**

- a. Where a member holds an appointment that includes scheduled contact hours with students (i.e. lecture, seminar, and/or lab components), salary and benefits will be maintained for a period of up to five (5) working days each term (i.e. Monday to Friday) during periods when the member is unable to attend these scheduled contact hours due to illness or accident. It is understood that members may not take sick leave on any specific day of the week more than once per term (e.g. members may only take one Monday off per term).

Where the member holds an appointment that does not include scheduled contact hours with students, and in cases where the member has marking/grading duties to complete after scheduled contact hours with students have ended for the term, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading in the case of an absence due to illness or accident.

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

#### 19.02 **Pregnancy and Parental Leave**

- a. Pregnancy and parental leave shall be granted to members in accordance with the Ontario Employment Standards Act.
- b. Pregnancy related illness will be managed in accordance with the Sick Leave provisions outlined in Article 19.
- c. Seniority shall continue during any term of pregnancy or parental leave.
- d. Any member who assumes the primary childcare responsibility upon the birth or adoption of a child shall have the right to the pregnancy and parental leave benefits of this agreement.
- e. A paid paternity leave shall be granted to any member who becomes a father by the birth or adoption of a child. Such leave shall be for a period of up to five (5) consecutive calendar days.
- f. An employee who is eligible for pregnancy/parental leave shall provide the Employer with at least one (1) months notice of the expected start date of the leave, together with a medical certificate estimating the date of the delivery.

#### 19.03 **Bereavement Leave**

- a. In the event of a death in the immediate family and upon request of her Chair/Director, an employee shall be granted, at the time of the death, a leave of absence with pay up to a period of five (5) consecutive working days. Immediate family is defined as:

Parent, Step-Parent, Spouse, Same-sex Partner, Brother, Sister, Child, Ward, Step-Child, Grandparent, Grandchild, Brother-in-Law, Sister-in-Law, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, any blood relative residing in the home of the employee.

- b. An extension of Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however, where possible, the employee may arrange with their supervisor to make up any time lost as a result of the extension. Extensions under Article 19.03(a) shall not be unreasonably sought by a member or unreasonably denied by the Employer.

#### **19.04 Academic Conference Leave**

An employee who has been invited to deliver a paper, present research findings, or chair a session at an academic conference, may apply for a leave to attend the academic conference. It is understood that an employee may be granted such a leave only twice per academic year for a period not exceeding three (3) consecutive working days. In seeking written approval of the appropriate Chair/Program Director(s) for such leave, the employee and appropriate Chair/Program Director(s) shall develop a plan for how the employee's duties will be covered during the leave. Requests for such leave will not be unreasonably denied.

#### **19.05 Emergency Leave**

Where an employee is unable to perform scheduled duties due to a bona fide emergency, s/he shall, as soon as possible, notify the appropriate Chair/Program Director(s) and provide reasons for the absence. The employee shall, in consultation with the appropriate Chair/Program Director(s), reschedule those duties or make other arrangements which, subject to the approval of the appropriate Chair/Program Director(s), may include providing a substitute or trading assignments with another employee.

#### **19.06 Union Leave**

Any employee elected, employed or appointed to a position in the Union is entitled to a renewable unpaid leave of up to one (1) year. For the purpose of this clause, the Union shall include the local executive, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian

Union of Public Employees. Members shall continue to accrue seniority while on Union Leave.

#### **19.07 Union Business**

- a. The President of the Union or her representative, Chief Steward and Stewards, have regular duties to perform on behalf of the Employer. No such employee shall absent herself from her regular duties unreasonably in order to deal with grievances or other Union business; nor shall she leave her regular duties prior to receiving permission from her supervisor. Such permission to leave shall not be unreasonably withheld.
- b. The Employer and the Union are committed to ensuring that students are not disadvantaged as a result of leaves described under this article (19.07). To that end, wherever possible, the Parties agree to schedule negotiations, grievance hearings and other meetings between the Parties at times that do not require members of this Bargaining Unit to absent themselves from scheduled meetings with students.
- c. In accordance with this understanding, the Employer shall compensate each of the Union President or her representative, Chief Steward and Stewards for this regularly scheduled work time in servicing grievances and attending meetings between the Parties, up to and including Stage 1 of the grievance procedure. The Parties agree that the Employer's obligation under this article (19.07 (c)) is met by providing the Union with the stipend as required under Article 11.04.

#### **19.08 Union Conventions and Seminars**

- a. Employees elected or appointed by the Union to attend conventions, schools and conferences of the Union, shall be granted leave of absence without pay, provided that the Employer is given at least ten (10) working days advance written notice of the leave. The Parties may mutually agree to exceptions to this notice period.
- b. No more than ten (10) employees may be absent at any one time and such leaves cannot total more than sixty (60) working days in one (1) academic year, excluding travel time. The Employer may refuse a request for such leave of absence where two (2) or more employees requesting such leave are from the same department.

- c. The Employer shall continue to pay the Employee's wages and any benefits, including statutory benefits, based on the Employee's basic rate during such leave. The Union shall reimburse the Employer for such costs.

#### **19.09 Jury Duty/Crown Witness Duty**

An employee called for Jury Duty or an employee who is subpoenaed by the court to serve as a witness shall absent herself from work only to such reasonable extent as will allow her to carry out her duties.

Such an employee shall pay to the Employer the amount of the Jury or Witness fees, excluding meal and mileage allowance, and shall be paid for her standard scheduled hours for such absence at her basic rate of pay. The Employee shall not be required to pay the Employer an amount that exceeds the pay she would have received for scheduled hours during the leave.

- 19.10 An employee exercising her right for leave under this article shall suffer no loss of seniority as determined by Article 15.

#### **Article 20: Health and Safety**

- 20.01 The Parties agree that they are bound by the Ontario Occupational Health and Safety Act.

- 20.02 The Union shall be entitled to two (2) representatives on the University Occupational Health and Safety Committee.

- 20.03 The Employer and Union agree that employees covered under this Collective Agreement may, in their assigned duties, be required to act in a supervisory role as defined by the Ontario Occupational Health and Safety Act. When supervising student or other employees of the University, the member shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27 and 28. The Parties further agree that the onus for providing any necessary training shall rest with the Employer and such training may be subject to review by the Joint Health and Safety Committee or addressed in a Labour/Management Committee meeting.

- 20.04 The University will offer opportunities for members of the Bargaining Unit to be trained with respect to Health and Safety, including need to know information on safety procedures, at Brock University. Members are eligible to be paid, at their basic hourly rate, for completing this training once every two (2) academic years. Upon request, the Union and University shall meet once annually to discuss the content of the

training identified in Article 20.04 - such discussions shall take place during a Labour/Management meeting (see Article 10).

## **Article 21: General**

21.01 The Employer shall ensure that employees are provided with adequate access to and use of available libraries, laboratories, equipment (including photocopying) and any other existing University facilities required for the performance of their contractual responsibilities. All employees shall have access to the University Library and shall have borrowing privileges on the date of the confirmation of employment and expiring one (1) month following the last day of the appointment.

21.02 Adequate provision shall be made for members of the Bargaining Unit to receive mail in the office of the Department or Program in which they are employed.

For the purposes of Article 21.02, "adequate provision" includes protecting confidential information regarding individual members.

### **21.03 Travel Allowance**

If an employee is assigned to undertake University business away from campus, the Employee shall be reimbursed for travel to and from the University. Mileage shall be reimbursed at the current University rate.

21.04 Employees shall not be required to transport students in their personal vehicles.

21.05 Members of the Bargaining Unit shall not be required to personally pay for textbooks or other course materials that the University requires for the Member to discharge her duties.

21.06 The Parties recognize the importance of making adequate access to office space available to members of this Bargaining Unit for the specific purpose of completing assigned duties as part of the member's contract of employment with the University. However, the Parties also recognize the very high demand that is placed on limited space resources at the University. To that end, the University shall ensure that consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for holding assigned office hours with students.

## Article 22: Workload

22.01 General descriptions of duties for all Bargaining Unit positions and nominal workloads for Instructors and Teaching Assistants are set out below. It is understood that the number of hours actually required to complete the assigned work may vary from assignment to assignment due to the Employee's experience and familiarity with the course material, the nature of the material presented, student participation, etc.

a. **Instructor:**

Associated with the position of Instructor is a nominal workload of 195 hours per half-credit course. This nominal workload is normally made up of scheduled contact time with students and non-classroom time. The non-classroom time is made up of preparation of lectures, student consultation, marking or grading and course administration, including grade appeals and cases of academic dishonesty. In the case of a two-hour lecture per week, or the equivalent of a two-hour lecture per week, the incumbent shall also be responsible for the first hour of seminar in each course.

Upon request by an Instructor, the Employer and the Instructor will review the workload for the course to ensure that assigned duties can be completed within the assigned workload of 195 nominal hours per half credit course (see Article 22.01 (a)). If it is determined that the work cannot be completed within the assigned time, the Employer may either 1) amend the contract to provide enough nominal hours to complete assigned duties; 2) provide additional resources (e.g. TAs, Course Coordinators, Marker-Graders, etc) to assist the member in completing the work within the assigned time; or 3) confirm the original workload assignment. In the case that the employer confirms the original workload assignment, the employee may request written instruction on how to complete the duties in the assigned time. If requested by the employee, the employer shall provide such written instruction.

b. **Graduate Student Teaching Assistantship:**

Associated with a Graduate Student Teaching Assistantship is a nominal workload of 120 hours per term. The Graduate Student Teaching Assistantship can include Teaching Assistant, Marker-Grader, Course Coordinator and/or Lab Demonstrator duties. The Employer may assign Graduate Student Teaching Assistantships to full-time students enrolled in a master's degree or doctoral

program at Brock University. Graduate students who are not offered a Teaching Assistantship under Article 22.01 (b) may be assigned or apply to individual appointments under Article 22.01 (c), (d), (e) and/or (f).

c. **Teaching Assistant:**

Associated with the position of Teaching Assistant is a nominal workload of 60 hours per half-credit course. This nominal workload is normally made up of scheduled contact time with students and non-classroom time. The non-classroom work may include preparation of seminar material, student consultation, marking or grading, examination proctoring, attending lectures, holding office hours, and other course administration as may be required.

Where the duties and the responsibilities for an assignment are greater or less than 60 nominal hours, the Employer shall post the number of hours associated with the position on the job posting and shall pay the appropriate hourly rate.

In cases where additional duties are required as part of a Teaching Assistant's duties (duties required beyond 60 hours per half credit course), these hours shall be compensated at the appropriate Teaching Assistant rate.

d. **Course Coordinator:**

The number of nominal hours assigned to a Course Coordinator may vary from department to department and from course to course. The Employee will report to the Department Chair or Course Instructor. The Course Coordinator's duties include the following: overseeing the seminar/tutorial/lab sections for a particular course(s); coordinating Teaching Assistants/Lab Demonstrators/Marker-Graders and holding meetings with them; assisting in the preparation of marking schemes and coordinating the marking of course assignments and/or midterm, progress and final exams; and any other related duties as may be required by the course instructor(s).

e. **Marker-Grader:**

The number of nominal hours assigned to a Marker-Grader will vary from department to department and from course to course. Marker-Graders assist in marking assignments, term projects, case reports, midterm, progress and final exams, and any other marking related duties including examination proctoring and entering grades into databases.

f. **Lab Demonstrator:**

The number of hours assigned to a Lab Demonstrator will vary from department to department and from course to course. A Lab Demonstrator is defined as an individual whose duties may include: preparing the lab; preparing and presenting an introduction to the lab; supervising the lab for safety matters; teaching and assisting students during the lab; cleaning up after the lab; grading lab reports; and, in some cases, grading tests and exams from the lecture. Participation in one or more health and safety workshops for Lab Demonstrators will be required by the Department.

22.02 **Appointment Dates**

a. Appointment dates for Instructors and Teaching Assistants shall be as follows:

- In the Fall/Winter session - nominally from September 1 to April 30 for a full-credit course and either September 1 to December 31 or January 1 to April 30 for half-credit course.
- In the Spring session – nominally from May 1 to July 17 for a full-credit course and either May 1 to June 12 or June 1 to July 17 for a half-credit course.
- In the Summer session – nominally from July 1 to August 30.

The Parties recognize that variations in the Calendar regarding the start and end of classes, scheduling of exams, and requirements for filing marks with the Registrars Office or the Office of Graduate Studies may result in variances of actual start and end dates from term to term, year to year and employee to employee.

Instructors are required to attend unanticipated course related responsibilities that may be assigned after the end date of the contract of employment (e.g. grade appeals, academic dishonesty cases, etc). If the member is required to attend to these unanticipated responsibilities, the University will review the total nominal workload assigned to the member to ensure the work can reasonably be completed. If this unanticipated work cannot reasonably be completed within the nominal hours assigned, the member will be paid for assigned work at their basic hourly rate.

b. Appointment dates for all other classifications shall be as stated in the job posting.

22.03 Employees shall submit to their supervisor, before the end of the appointment period, complete marking records for individual students in the course together with any examinations, tests or essays that have not been returned to students and any other course materials that are not the personal property of the Employee.

#### 22.04 **Workload Limits**

- a. **Full-time Graduate Students** - Graduate Students enrolled at Brock University shall not accept an appointment in excess of an average of ten (10) hours per week over an academic term, in which she is enrolled as a full time student, without the prior permission of the Dean of Graduate Studies. Such permission shall not be unreasonably denied, however, the Parties recognize the importance of this workload limit as it relates to a students time to completion.
- b. **Undergraduate Students** - Undergraduate Students enrolled at Brock University shall not accept more than nine (9) Teaching Assistant appointments, or the equivalent of nine (9) Teaching Assistant appointments in any classification, per term minus the number of courses in which that student is currently enrolled (i.e. if a student is enrolled in five (5) courses, she may hold a maximum of four (4) Teaching Assistant appointments, or the equivalent of four (4) Teaching Assistant appointments in any classification).
- c. **Part-time Graduate Students and Non-Students** - Part-time Graduate Students and Non-Students shall not accept any appointment which, taken together with all other appointments at the University, would cause the member to exceed the maximum number of regular hours (i.e. not overtime hours) allowable in a work week under the Employment Standards Act, as amended from time to time.
- d. It is the responsibility of the member to accept only as many appointments (i.e. hours of work) as will allow her to successfully complete the duties assigned for each appointment. It is understood that members who accept multiple appointments will be held to the same standards and expectations as other members of the Bargaining Unit and, in particular, other members working in the same course and/or department.

## 22.05 Allocation of Hours

- a. Supervisors shall meet with each Employee who has been appointed to a Teaching Assistant, Lab Demonstrator, Course Coordinator and/or Marker-Grader appointment, either individually or as a group by the end of the second full week of classes (if possible). The purpose of this meeting is to inform the Employee(s) of her specific duties, responsibilities, as well as expectations of the Supervisor and/or Department, and to provide the Employee(s) with an Allocation of Hours Form (refer to Appendix 'C') that will outline the nominal time (see definition of nominal in Article 1) to be spent on each duty required by the appointment. The Employee, the Supervisor and the Chair shall each sign the Allocation of Hours Form to acknowledge that the process has taken place. A copy of this form shall be provided to the Employee and shall be kept on file in the department.
- b. If an Employee believes that the duties specified in the Allocation of Hours Form cannot be completed in the allotted time, then the Employee shall promptly inform her Supervisor of the specific nature of her concern. The Employer shall then respond either by amending the Allocation of Hours Form, or by confirming the original Allocation of Hours Form. If the Employer confirms the original allocation of hours, the Employee may request that the Employer provide written instruction on how to complete the duties in the allotted time. It is understood that employees are not permitted to work additional paid hours without the specific written permission of the appropriate Chair and this statement will appear on the Allocation of Hours Form.
- c. The supervisor may amend the duties and assigned hours as indicated on the Allocation of Hours Form as reasonably required during the appointment. Such amendments shall be made after consulting with the Employee and shall be in writing by providing a new Allocation of Hours Form that shall be signed by the Supervisor and the Employee. A copy of the amended form shall be provided to the Employee and kept on file in the Department.
- d. If an employee refuses to sign the Allocation of Hours Form, or an amended Allocation of Hours Form, the supervisor shall note the refusal to sign on the Form and provide a copy of the Form to the employee.

22.06 The parties recognize that the workload associated with a seminar increases with the number of students enrolled in that seminar. Accordingly, when the enrolment for a seminar is greater than 20

students, the Teaching Assistant will be assigned an additional two hours for each student in excess of 20 (e.g. TAs will receive an additional two hours if the enrolment is 21, an additional four hours if the enrolment is 22, etc).

By “enrolment”, the parties mean the number of students who are officially registered for the seminar after the fourth week of class (or equivalent length of time in the spring/summer terms).

### **Article 23: Holidays**

23.01 No member of the Bargaining Unit shall be required to work on any of the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, or any holiday declared by the President of the University. The Employer is cognizant of the fact that some employees may, for reasons based on creed, in accordance with the Ontario Human Rights Code and Commission Guidelines, wish to observe holidays other than those listed above. In such cases, the employee shall be entitled to observe such alternate holidays, provided that adequate arrangements have been made with the Department Chair, through written notice, whenever possible, at least 30 days in advance of the absence, to re-schedule assigned duties and student contact hours.

### **Article 24: Accommodation For Employees With Disabilities**

24.01 The Parties recognize their rights under the University's Accommodation For Employees With Disabilities Policy.

24.02 Members of this Bargaining Unit have the right to be accompanied by a Union representative at any stage of the Policy.

### **Article 25: Correspondence**

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

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

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

## **Article 26: Pension**

- 26.01   Members are eligible to participate in the Brock University Pension Plan.
- 26.02   Membership shall be in accordance with the terms of the Brock University Pension Plan.
- 26.03   While it is understood that the terms of the Brock University Pension Plan shall govern, it is recognized that to be eligible to join the Brock University Pension Plan, Members must have been employed at the University for two consecutive years or more and: (1) have earned at least 35% of the YMPE (\$47,200 for 2010) in each of the two preceding calendar years; or (b) have worked a minimum of 700 hours in each of the two preceding calendar years.
- 26.04   Once any employee joins the Brock University Pension Plan, that decision cannot be reversed while employed.
- 26.05   Membership in the Brock University Pension Plan is optional for Members of CUPE, Local 4207.
- 26.06   The Employer shall provide to the Union a copy of the annual report on the pension plan within ten (10) working days after it has been presented to the Board of Trustees.
- 26.07   The Employer shall, annually, contact all members of CUPE 4207 who are eligible to enroll in the pension plan to provide them with details of the plan and inform them that they are eligible to join. At the time of notifying members who are eligible to enrol in the pension plan, the Employer shall provide to the Union a list of the number of members in each department who are eligible to join the pension plan.
- 26.08   At such time that CUPE 4207 members account for fifty-five (55) active members in the pension plan, the University will recommend to the Board that a representative from CUPE 4207 be added to the committee.

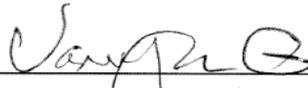
**Article 27: Duration**

27.01 This Agreement shall become effective on July 1, 2013 and such Agreement shall remain in effect until September 6, 2016, and from year to year thereafter unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement or any anniversary of such date.

27.02 IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 20th day of November, 2013.

On behalf of the Board of Trustees  
of Brock University

On behalf of the Canadian  
Union of Public Employees,  
Local 4207

  
\_\_\_\_\_  
Neil McArthur  
\_\_\_\_\_  
Michael J. Pyle  
\_\_\_\_\_  
Jonathan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Phil Wastel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Chris  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A

### ONTARIO LABOUR RELATIONS BOARD

**4976-97-R** Canadian Union of Public Employees, Applicant v. **Brock University**, Responding Party v. Group of Employees, Objectors.

**BEFORE:** Gail Misra, Vice-Chair.

**DECISION OF THE BOARD:** May 5, 1998

1. This is an application for certification in which a hearing was scheduled to commence on May 4, 1998. However, prior to the commencement of the hearing the parties resolved all matters in dispute.
2. The Board received four statements of desire to make representations within the time fixed by the Board following the taking of the representation vote pursuant to the Board's direction of April 1, 1998. Only one of the individuals who had filed a statement attended at the Board on the hearing date. That individual, following the Minutes of Settlement being reached between the applicant and responding party indicated she was waiving her right to speak to the Board. The representations received raised concerns that some of the objecting employees had not had adequate notice of the vote, had to wait in line to vote, and had been unable to cast a ballot before having to leave to write an exam, that the union had not spoken to them about the organizing drive, or that no one had contacted them directly about the vote arrangements.
3. There is no requirement for either the applicant or the responding party to contact each and every employee to alert them to either the possibility of a certification application or that a vote has been scheduled. That is the purpose served by the postings in multiple locations throughout the University. It is unfortunate that some individuals did not attend at the University during the period between the posting of notices and the day of the vote, but that is not sufficient reason for the Board to hold a hearing for that purpose.
4. The Labour Relations Act, 1995 mandates the Board to hold hearings within five days, whenever it is possible to do so. In this case, at the request of Brock University, the Board delayed the holding of the vote to a date of the University's choice. By 3:00 p.m. on April 3, 1998 thirty six copies of the certification application, the Board's decision directing the vote, and Notice of Vote had been posted at various sites throughout the

University by the employer. The employees therefore had five days notice of when the vote would be held, more time than is normally given to employees in certification applications. The Board is satisfied that employees received adequate notice of this application and vote.

5. Having considered all of the representations, the Board is satisfied that the objecting employees have raised no allegations which, even if proved true, would change the result of the application.
6. Having regard to the agreement of the parties, the Board further finds that:

all employees of Brock University employed as Course Coordinators, Instructors, Seminar Leaders, Teaching Assistants, Demonstrators, and Marker/Graders, save and except persons employed as Instructors, Program Co-Ordinators and On-Site Facilitators in the Faculty of Education, and all other persons employed in an on-going capacity whose positions are primarily clerical, technical, administrative or professional and who may teach, coordinate, advise or demonstrate as an integral part of that position and persons for whom a trade union held bargaining rights on April 1, 1998, constitute a unit of employees of the responding party appropriate for collective bargaining.

### **Clarity Note**

It is understood and agreed that the bargaining unit description/scope clause does not include employees who are otherwise regularly employed by Brock University in a managerial capacity or in a confidential capacity in matters relating to labour relations.

7. On the taking of the representation vote directed by the Board, more than fifty per cent of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.
8. A certificate will issue to the applicant.
9. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before the expiration of such 30 day period.

10. The responding party is directed to post copies of this decision immediately, adjacent to all copies of the “Notice of Vote and of Hearing” posted previously. These copies must remain posted for 30 days.

**“Gail Misra”**

for the Board

## Appendix B

### Wage Settlement (July 1, 2013 to September 6, 2016)

#### Instructors:

Instructors have a nominal workload of 195 hours per half credit course.

|                   | <b>Half-Course<br/>Stipend</b> | <b>Full-Course<br/>Stipend</b> |
|-------------------|--------------------------------|--------------------------------|
| July 1, 2013      | \$6,067                        | \$12,134                       |
| September 7, 2015 | \$6,188                        | \$12,376                       |

Note - the above rates include 4% vacation pay.

#### Teaching Assistants, Course Coordinators and Lab Demonstrators:

Teaching Assistant, Course Coordinator and Lab Demonstrator appointments are paid on the following basis:

**Graduate Rate** - Employees who are enrolled at Brock University in a graduate program or an employee who holds a four-year honours degree or a three-year pass degree will be paid the Graduate Rate.

**Under-Graduate Rate** - Employees who are enrolled at Brock University in an undergraduate program or an employee who does not hold an undergraduate degree will be paid the Undergraduate Rate.

Teaching Assistants and Course Coordinator stipends have a nominal workload of 60 hours per half credit course appointment or 120 hours per full credit course appointment. Both positions can also be paid on an hourly basis.

Lab Demonstrators are paid on an hourly basis at the appropriate hourly rate listed below.

|                                 | <b>Hourly Rates</b>           | <b>Half-Course Stipend<br/>(60 Nominal Hours)</b> | <b>Full-Course Stipend<br/>(120 Nominal Hours)</b> |
|---------------------------------|-------------------------------|---|--|
| <b>TAs/Demonstrators/Coord.</b> |                               | <b>TAs &amp; Coordinators</b>                     | <b>TAs &amp; Coordinators</b>                      |
|                                 | <b><i>Under-Grad Rate</i></b> | <b><i>Under-Grad Rate</i></b>                     | <b><i>Under-Grad Rate</i></b>                      |
| July 1, 2013                    | \$18.88/hour                  | \$1,133   | \$2,266  |
| September 7, 2015               | \$19.26/hour                  | \$1,156   | \$2,311  |
|                                 | <b><i>Graduate Rate</i></b>   | <b><i>Graduate Rate</i></b>                       | <b><i>Graduate Rate</i></b>                        |
| July 1, 2013                    | \$29.73/hour                  | \$1,784   | \$3,568  |
| September 7, 2015               | \$30.32/hour                  | \$1,819   | \$3,638  |

Note - the above rates include 4% vacation pay.

**Graduate Student Teaching Assistantship:**

Graduate Student Teaching Assistantships have a nominal workload of 120 hours per appointment and are paid on the following basis:

|                   | <b>Graduate Student Teaching Assistantship</b> |                |
|-------------------|--|----------------|
|                   | <b>Hourly Rates</b>                            | <b>Stipend</b> |
| July 1, 2013      | \$29.73/hour                                   | \$3,568        |
| September 7, 2015 | \$30.32/hour                                   | \$3,638        |

Note - the above rates include 4% vacation pay.

**Marker-Graders:**

Marker-Graders shall be paid according to the following schedule:

**Graduate Rates**

- Masters Degree Complete Rate* - Paid to employees who have completed a masters degree.
- Undergraduate Complete Rate* - Paid to employees who have completed a four-year honours degree or a three-year pass degree.

**Undergraduate Rates**

- Third Year Complete Rate* - Paid to employees who have completed the third year of an undergraduate honours degree.
- Second Year Complete Rate* - Paid to employees who have completed the second year of an undergraduate degree.
- First Year Complete Rate* - Paid to employees who have completed the first year of an undergraduate degree.

|                   | <b>Masters Complete</b> | <b>Undergraduate Complete</b> | <b>Third Year Complete</b> | <b>Second Year Complete</b> | <b>First Year Complete</b> |
|-------------------|-------------------------|-------------------------------|----------------------------|-----------------------------|----------------------------|
| July 1, 2013      | \$28.07                 | \$24.19                       | \$17.86                    | \$15.71                     | \$14.82                    |
| September 7, 2015 | \$28.63                 | \$24.67                       | \$18.22                    | \$16.02                     | \$15.12                    |

Note – 4% vacation pay will be added to the above rates.

The Parties agree that July 1 shall refer to the start of the Summer term rather than the actual calendar date. The Parties further agree that this interpretation of July 1 shall be strictly for the purpose of this Appendix.

## Appendix C

### ALLOCATION OF HOURS FORM Teaching Assistants, Course Coordinators, Lab Demonstrators, Marker/Graders

The purpose of this form is to outline the nominal time (see definition of nominal in Article 1) to be spent on each duty and responsibility for the appointment and is in accordance with Article 22 (Workload) of the Collective Agreement between Brock University and CUPE, Local 4207.

Employee Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Job Title: \_\_\_\_\_

Start Date: \_\_\_\_\_

Course: \_\_\_\_\_

End Date: \_\_\_\_\_

Course Enrolment: \_\_\_\_\_

Number of Seminars: \_\_\_\_\_

| Duties  | Hours | Details  |
|---|-------|--|
| 1. Orientation/Training                                     |       |  |
| 2. Preparation  |       |  |
| 3. Attending Lectures                                       |       |  |
| 4. Contact Time - Labs/Seminars                             |       |  |
| 5. Marking/Grading  |       |  |
| Marking/Grading   |       |  |
| Marking/Grading   |       |  |
| Marking/Grading   |       |  |
| 6. Student Consultation<br>(e.g. office hours, email, etc.) |       |  |
| 7. Proctoring Exams   |       |  |
| 8. Coordinator Duties                                       |       |  |
| 9. Other Duties   |       |  |
| 10. Other Duties  |       |  |
| 11. Other Duties  |       |  |
| <b>TOTAL HOURS</b>  |       | <b>TOTAL HOURS MUST EQUAL ASSIGNED HOURS ON CONTRACT</b> |

**EMPLOYEES ARE NOT PERMITTED TO WORK ADDITIONAL PAID HOURS WITHOUT THE WRITTEN PERMISSION OF THE APPROPRIATE CHAIR**

\_\_\_\_\_  
Prepared By (Course Supervisor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved By (Chair/Designate Authority)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By (Employee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please check the box if this form replaces or amends a previous Allocation of Hours Form.

# ALLOCATION OF HOURS FORM EXPLANATION

## Purpose

The purpose of this form is to clearly layout the duties and responsibilities, as well as the amount of nominal time to be spent on each duty and responsibility, for each student. This will result in the student having more direction as to the time to be spent on each duty and will lessen the possibility of a student working more or less nominal hours than they are paid for under their contract of employment. Supervisors are required to inform the employee(s) of her specific duties and responsibilities and to provide the employee(s) with an Allocation of Hours Form.

## How to Complete the Form

- Review the sample list of duties below (note: the sample duties listed are organized to match the categories listed on the reverse side of this form).
- List the number of hours associated with each duty in the "hours" column of the form. If a particular item on the form does not apply to an appointment, simply mark the item as N/A (not applicable). The total hours must equal assigned hours on contract.
- When allocating time for marking, indicate the number of individual items to be marked and the time allotted to each item. If the number of students is not known, estimate as accurately as possible and revise as necessary.
- Provide a description of the duties to be performed in the "details" column of the form.
- Once the form is completed, have it signed and dated by the employee, the supervisor and Chair and provide a copy of the completed form to the employee.

## Revision of Allocation of Hours Form

Should it become necessary to revise the allocation of hours, it is necessary that the revision be discussed with the employee. A revised Allocation of Hours Form should be prepared and provided to the employee, and for the Department's records. When preparing an amendment or revision of the form, remember to check the box at the bottom of the form.

## THE FOLLOWING CORE DUTIES SHOULD BE CONSIDERED WHEN FILLING OUT THE ALLOCATION OF HOURS FORM

This list is descriptive, not prescriptive. It is not exhaustive nor, of course, will all duties listed here apply to all Departments or to all types of positions. The intent of this list is to provide a sample of duties that may be assigned to each employee.

### 1. Orientation/Training

- Attending mandatory TA training/orientation sessions
- Attending Health and Safety training sessions
- Meetings with supervisor or course coordinator

### 2. Preparation

- Preparing handouts for seminars
- Preparing reading lists for seminars
- Preparing bibliographies for seminars
- Designing and preparing tests/examinations for seminars
- Preparing assignments/problem sets for seminars
- Reading assigned texts/manuals/source materials
- Preparing tutorial/lecture notes
- Preparing/setting up audiovisual materials and equipment
- Maintaining course web/webCT site

### 3. Attending Lectures

- Attending supervisor's lectures/seminars
- Attending supervisor's labs/tutorials
- Attending special seminars/workshops

### 4. Contact Time - Labs/Seminars

- Conducting tutorials/seminars/practical sessions
- Conducting special seminars/workshops
- Demonstrating in laboratory
- Demonstrating use of equipment

### 5. Marking/Grading

- Language tapes
- Problem sets
- Computer programs
- Data sheets
- Laboratory reports
- Checking lab books
- Book reviews
- Oral presentations
- Demonstrations
- Projects/Journals
- Essays (indicate page length)
- Quizzes
- Mid-terms
- End-of-term tests
- Examinations
- Calculating/recording/tabulating grades

### 6. Student Consultation

- Assigned meetings with students
- Consulting with students electronically

### 7. Proctoring Exams

- Exam/test invigilation

### 8. Coordinating Duties

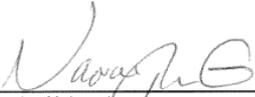
- Coordinating Teaching Assistants
- Lab Demonstrators, Marker-Graders
- Assisting in the preparation of marking schemes
- Coordinating the marking of course assignments, midterm and final exams

**Please Note - While Teaching Assistants, Lab Demonstrators and Marker Graders may be required to identify suspected cases of plagiarism, detailed investigations of such allegations will be the responsibility of the Course Supervisor.**

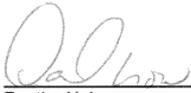
Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207  
Re: Graduate Student Supplement

The Parties agree to provide graduate students a Graduate Student Wage Supplement of \$200/120 hours of work (prorated in cases where members work more or less than 120 hours). The purpose of this supplement is to provide additional financial support for graduate students who are completing their program of studies. This supplement will be added to the hourly wage rate for graduate students in order to apportion the supplement regularly over the course of employment. Members who continue their employment after completing their graduate studies will no longer have the wage supplement attached to their hourly wage rate.

This Letter of Understanding is in effect for the life of this Collective Agreement.

  
\_\_\_\_\_  
For the University

20.11.13  
\_\_\_\_\_  
Date

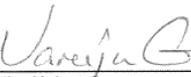
  
\_\_\_\_\_  
For the Union

October 4, 2013  
\_\_\_\_\_  
Date

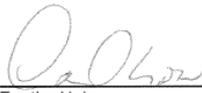
Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207  
Re: Benefits Fund

The University will renew current funding for the benefit fund described in the letter of understanding dated November 7, 2007 (Benefits). That is, the current fund will be continued and the University will contribute \$36,000/year to this fund for each year of the collective agreement.

This Letter of Understanding is in effect for the life of this Collective Agreement.

  
\_\_\_\_\_  
For the University

20.11.13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

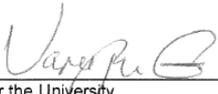
October 4, 2013  
\_\_\_\_\_  
Date

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207  
Re: Allocation of Hours Form

The Employer agrees to write to department/program chairs/directors in August of each year to confirm the purpose of the Allocation of Hours form and the applicable procedures and provisions outlined in the Collective Agreement for completing, reviewing and amending the form. The Union shall be copied on all such communication. In particular, the University will confirm the definition of nominal hours, as outlined in Article 1.18, and that the assignment of time to be spent on each duty required by the appointment must be based on nominal hours.

The Parties agree that by writing to department/program chairs/directors, and copying the Union on such communication, the Employer has satisfied the terms of this Letter of Understanding.

This Letter of Understanding is in effect for the life of this Collective Agreement.

  
\_\_\_\_\_  
For the University

20.11.13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

October 4, 2013  
\_\_\_\_\_  
Date

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207  
Re: Email Addresses

Currently, Bargaining Unit members are not required to submit an e-mail address on job applications and email addresses are not required to process a contract of employment. No later than June 1, 2012, the University shall ensure that members' email address information is required on job applications and input on with contracts of employment so that a complete list of email addresses can be provided to the Union under Article 6.02(b).

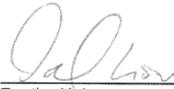
This Letter of Understanding is in effect for the life of this Collective Agreement.



For the University

20. 11. 13

Date



For the Union

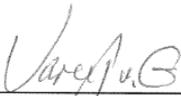
October 4, 2013

Date

Letter of Understanding  
Between  
Brock University  
And  
CUPE, Local 4207  
Re: Library Borrowing Privileges and Email Addresses

Recognizing that the Union has proposed an extension (from one month to four months) to the length of time that members of the Bargaining Unit can maintain access to email and library borrowing privileges under Article 21.01, and recognizing the University has raised concern regarding whether licensing agreements associated with online library resources will allow this extension, the parties agree to the following during the life of the collective agreement: 1) the parties will review the Union's request for an extension in the context of the aforementioned licensing agreements that are currently in place; and 2) if permissible under the terms of these licensing agreements, the University will agree to extend email access and library borrowing privileges (from one month to four months) under Article 21.01 for Instructors who make such a request to the University. Normally, requests will be approved if it is reasonably anticipated that the Bargaining Unit member will be offered a subsequent appointment in the Bargaining Unit. In any event, the Parties acknowledge that any extension provided for under this Letter of Understanding must be consistent with the University's obligations under the provisions of applicable licensing agreements.

This Letter of Understanding is in effect for the life of this Collective Agreement.

  
\_\_\_\_\_  
For the University

20. 11. 13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

October 4, 2013  
\_\_\_\_\_  
Date



