

MEMBERS

2015

2016

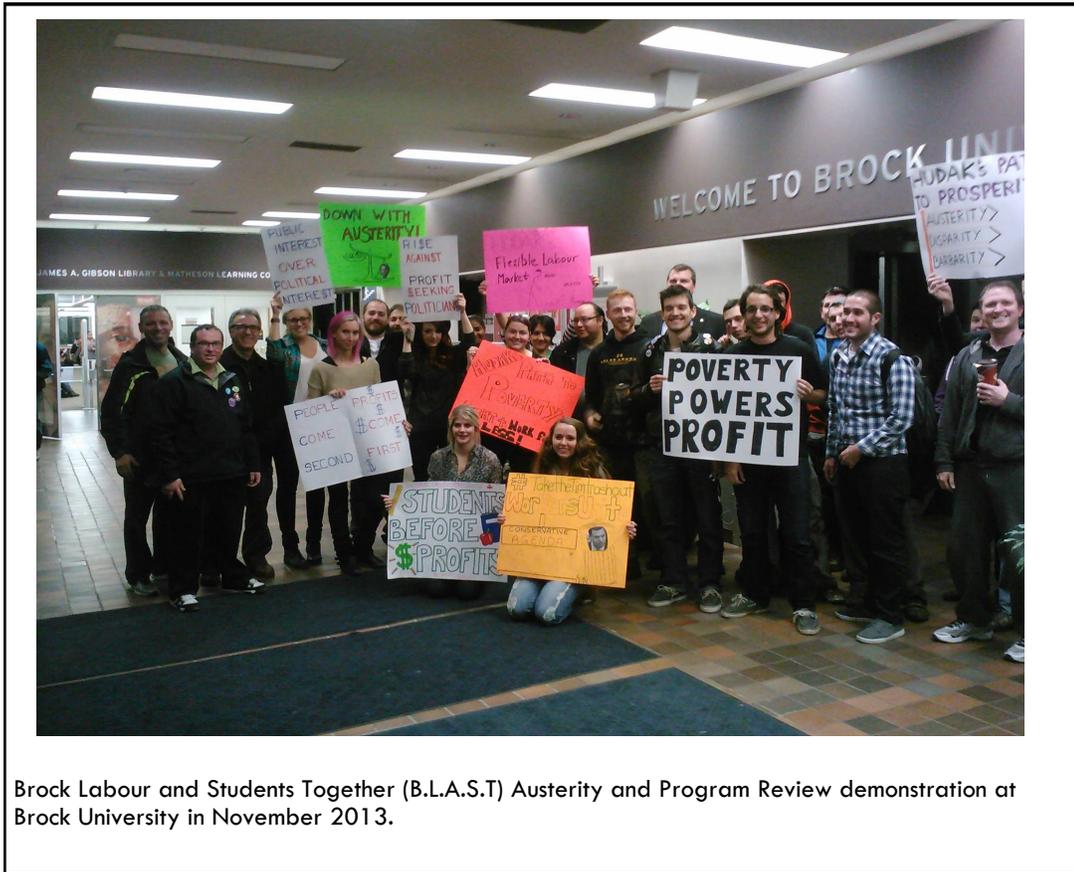
MANUAL

CUPE 4207

UNIT 1

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Brock Labour and Students Together (B.L.A.S.T) Austerity and Program Review demonstration at Brock University in November 2013.

CUPE 4207 office is located in **MC C 402**

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Phone extension **4766**

Website **<http://4207.cupe.ca/>**

The source of graphics in this publication is the Canadian Association of Labour Media, where CUPE 4207 holds a membership.



★ WHO WE ARE AND WHAT HAVE WE ACHIEVED? ★

Our local's roots go back to 1997 when a small group of employees at Brock began discussing all of the problems that they faced at work. It was not long before that group grew. As new employees came forward the list of issues with the employer increased. These ranged from a complete lack of transparency in what work was offered (and how it would be allocated), to the lowest wages for precarious academic labourers in the country, to discrimination and harassment, to rampant problems with paying people on time – to name but a few.

It was not long before we decided to form an official organizing committee, contacted the Canadian Union of Public Employees, and began the process of forming a union for Instructors, TAs, Lab Demonstrators, Course Coordinators and Marker-Graders. Between October 1997 and April 1998 we had enough people signed up to have a vote to decide if we would be unionized. We won that vote by a 2/3 majority, and began the long and continuous process of fighting to improve the conditions of work for our members.

Unit 2 was formed in 2008 when the full-time English as a Second Language (ESL) Coordinators voted to unionize. A few years later, in 2011, the ESL Instructors followed suit and formed Unit 3.

Here is a brief list of the things that we have been able to accomplish since we were certified as a union in 1998.

- Wage rates that are significantly higher than they were before we unionized. These increases represent a real wage gain over the period of our existence even when we factor in inflation.
- Mechanisms to make sure that all members are paid on time.
- Leaves of absence, including sick leave (so you can take paid time off work when you are ill), bereavement leave, and pregnancy and parental leave.
- An enforceable posting and hiring procedure that ensures that everyone can know what work is available, and how hiring decisions are made.
- Online postings so applicants can see what work is available without having to come on campus; we will also have the right to submit applications electronically.
- Provisions to protect against overwork: all members deserve to be paid for all of the work that we do. If you are working more hours than are in your contract, or if you just run the risk of working more hours, we can work together to get you paid for all of the work you are expected to do or get the amount of work that is expected of you reduced.
- A grievance procedure that allows members to get remedies if their rights have been violated. For example, if you were denied work that you were entitled to have, we can use the grievance procedure to get you that work, or in some cases get financial compensation for the work that you should have received.
- Union representation so that no member needs to deal with problems alone.
- A graduate student wage supplement to help defer the increasing costs of tuition fees.
- A modest dental plan (see page 12).

Know Your Rights — Unit 1

Our collective agreement (available at www.4207.cupe.ca) lays out all of your rights as a member of CUPE 4207. Members should read the collective agreement to get a sense of your terms and conditions of employment, and to know your rights at work. Under no circumstances can the employer deny you the rights that you have under our collective agreement. Unfortunately, from time to time, problems arise with the application of the collective agreement. The great benefit of having a union is that we can work together to make sure that the employer lives up to the agreement.

Below is a list of problems that can arise, and the sections of the collective agreement that allow us to fix those problems. If you have a concern that you think might be covered by our collective agreement, please contact the union as soon as you can.

Getting Paid on Time (Article 13)

Article 13 of our Collective Agreement defines when our members should be paid. All members should be paid, by direct deposit to their bank account, on the first pay day after the start of their contract (except for marker-graders working on a time-sheet authorization, who are subject to a two week waiting period). The right to be paid on time is also outlined in the Employment Standards Act (ESA). Members can only be paid on time if they have signed the contract(s) for the appointment(s) that they will work.

The employer is not always good at providing members with their contracts on time. If you are nearing the beginning of an appointment, and you have not yet signed a contract, you can contact the chair of the department in which you work to request the contract, or contact the union and we will submit the request on your behalf. If you have started work, and have not yet signed a contract, contact the union immediately and we will work to get you paid on time. Under no circumstances should the employer delay payment of your wages.

Hiring (Article 15)

The hiring process for work covered by our collective agreement is very simple: decisions are based on qualifications, preference in hiring (if applicable - e.g. preference does not apply to Instructor positions), and seniority. If there are two or more applicants who meet the posted qualifications, jobs first go to applicants with preference in hiring (as defined in Article 15.02 – applicants who do not meet the posted qualifications are not entitled to preference in hiring), and then go to members based on their seniority. Despite the simplicity of the process, mistakes are frequently made. If you believe that you should have been hired for positions, but were denied the jobs, contact the union immediately.

Departments are increasingly justifying decisions to deny employment by arguing that applicants have not sufficiently explained how they met the posted qualifications. In order to guard against potential problems, we encourage all members to be very detailed in their applications in order to explain how they meet all of the qualifications listed on the posting. You should do this even when you apply for work that you have performed in the past.

Postings (Article 14)

All positions covered by the CUPE 4207 collective agreement must be posted on the employer's

website. A link to job postings can be found at www.4207.cupe.ca. Jobs must be posted for a minimum of ten working days, and must indicate all of the necessary qualifications for the job. In an attempt to work towards a common posting time for all work, we have managed to negotiate language that defines the period when jobs for the Fall term (excluding marker-grader positions) must be posted – starting on April 1 of each year, with a closing date of no later than August 7.

Qualifications on postings may change for pedagogical reasons, but may not change if the purpose of the new qualifications is to exclude members. It is not uncommon for departments to change posted qualifications for reasons other than pedagogical concerns. If you notice that the posted qualifications for work that you do have changed from one year to the next contact the union.

All posted qualifications must be reasonable and relevant to the job. If you notice a qualification that you believe to be unreasonable, irrelevant, or unnecessary to the job, please contact the union to let us know of the issue.

Allocation of Hours (Article 22.05 and Appendix C)

Within the first 2 weeks of classes all TAs, Lab Demonstrators, Course Coordinators and Marker-Graders will have to have an Allocation of Hours form filled out. This form outlines all of the duties that are expected of you for the appointment, and should provide a **reasonable** estimate of the amount of time that it will take to accomplish those responsibilities. If you believe that the allocation of hours is unreasonable (e.g. if the time allocated is not enough to do the job, or if all of the duties of the job are not identified), you can discuss it with your supervisor to try to get it changed. In the event that it is not changed, you can formally challenge it through the union. You are entitled to union representation at any meeting at which you want to dispute the allocation of hours form. Keep track of how many hours it takes to do the work. The work log form can be found on the CUPE 4207 website (<http://4207.cupe.ca/updir/niagara127/worklog.pdf>) to help you keep track of the amount of time you work on each duty for your appointment. Even if you sign the original allocation of hours form, you still have the right to raise issues or file grievances later.

Workload (Article 22)

One of the most persistent problems for our members is the fact that we are assigned more work than can be accomplished in the hours for which we are paid. It is every members' right to be paid for every hour of work that they do. All positions, except Instructors, have access to the Allocation of Hours form to help keep track of how many hours they are expected to work (see above).

Instructors are also entitled to protections against overwork. In any case in which an Instructor runs the risk of working more than the 195 hours associated with a half-credit course, they can raise the issue with their department chair. In all cases, members are entitled to have a union representative accompany them to the meeting if they so choose.

Possible causes of over work for Instructors include student grade appeals, investigations into cases of suspected academic misconduct, large class sizes that lead to additional consultation with students, or administrative problems associated with the course. Possible remedies include amending the current contract to provide more hours, provision of other resources (e.g. TAs, Marker-Graders and/or Course Coordinators) to assist with the completion of the work, or written instruction from the employer on how to complete the tasks associated with the appointment. In cases where the member is not satisfied with the resolution proposed by the employer, it is possible to file a grievance to fight for a better resolution

Seminar Size (Article 22.06)

In recognition of the fact that workload increases with more students, members who have seminars that have more than 20 students are entitled to additional pay. For each student in a seminar above 20, members are entitled to an additional 2 hours of pay. This pay should be automatically added to contracts by the fourth week of classes (or equivalent length of time during the spring/summer terms). In cases in which you are entitled to additional pay but have not received it, please contact the union.

Sick Leave (Article 19.01)

All of our members have the right to five days of paid sick leave each term – with the caveat that you may not take the same work day off more than once. For example, you can only have one paid Monday off for sick leave. Under no circumstances are members expected to reschedule work when they take their paid sick leave.

If you are sick and can't come to work, contact your supervisor or department chair as soon as possible. It is the department's responsibility to find a replacement for you for that day, and to pay them. Our members DO

NOT have to find their own replacement or pay them out of our own pockets.

In cases where members are sick, and they do not have contact hours with students, or if the contact time with students has ended and there are still duties remaining in the appointment, members are still entitled to sick leave. In such cases, "every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading" – i.e. the employer cannot claw back hours from your contract, and deny you the pay to which you are entitled.

Pregnancy and Parental Leave (Article 19.02)

Members are entitled to continue their seniority during a leave of absence for pregnancy and parental leave. In order to protect your seniority for this leave, you will need to notify the departments in which you work prior to going on leave, at least one month prior to the start of the leave. The department should also be provided with a medical certificate estimating the date of delivery. Ask that the department forward this information to Human Resources.

Office Space/Office Hours

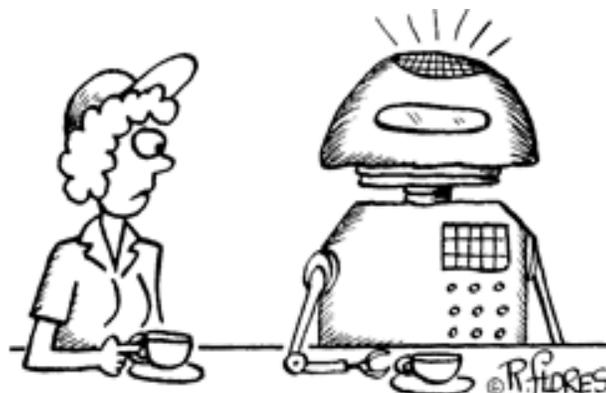
The university is required to provide its employees with adequate office space if such space is required to fulfill contracted employment duties. The most common example is for contact hours with students. If you are required to hold regular 'office hours' with your students, the university must provide you with office space. You should not be expected to hold office hours in the cafeteria, the library, the hallway or at any other location. If you are required to hold office hours and are not provided with adequate office space, you should notify your department and the union.



THE UNION ADVANTAGE

Modified from University of Western Ontario Staff Association

ISSUE	UNION	NO UNION
Dignity and Fair Treatment	Must be given at all times.	Only given if they like you. Little recourse to bullying behaviour.
Wages and Benefits	Spelled out in the Collective Agreement.	Privately negotiated by management, either without employee input or without any enforcement mechanism.
Wage Increases (Annual Raises)	Will be bargained for everyone.	Favouritism and discrimination can determine individual raises.
Discipline	The Union will defend you with Legal Assistance and a grievance process.	You are on your own, and have little ability to fight discipline.
Termination	You cannot be terminated without a just cause.	The employer can terminate your employment at will, without cause.
Problems on the Job	Your voice is heard. Violations of negotiated provisions in the Collective Agreement are subject to a definite grievance process.	There is no dispute mechanism; or, if there is, it is controlled by the employer.
Job Descriptions	Job descriptions must be accurate and evaluated based on objective criteria.	Job descriptions may be inaccurate and are evaluated at the employer's discretion.
Job Security	As fought out and won by workers, and as inscribed in the Collective Agreement, e.g., Seniority rights represent the minimum provision of job security.	In reference to the content of this column: a worker is never sure to hold any job permanently.

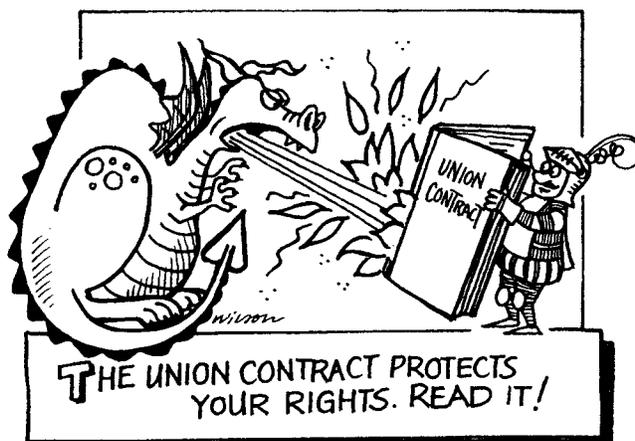


"Believe it or not, I used to be a person but then I became non-union."

INFORMATION FOR INSTRUCTORS

The following material is for general information purposes only. For more precise details, please see the referenced Articles in the 2013-16 Collective Agreement, available online on the CUPE 4207 website.

The standard Instructor employment contract at Brock for a half-credit course is 195 hours, which typically includes teaching a one-hour seminar in addition to course lectures (Article 22). Once you accept a teaching offer, it is important to submit your signed contract as soon as possible, either to the hiring department or to Human Resources, as per department instructions. In order to ensure that you receive your first pay in a timely fashion, contracts need to be submitted before September 1. There is a limit of four half-courses per academic year for Instructors.



All postings for teaching assistant and Instructor positions are available on-line on the Brock Human Resources webpage (there is a link to this page from 4207.cupe.ca).

If you are instructing at Brock for the first time, it is highly advisable that you speak with the department's administrator or secretary to arrange office space, email, library card, mailbox, photocopier access, etc. Some departments may have a specific document or manual for Instructors which provides detailed information about policies and procedures at Brock, such as exam script and grade submission deadlines, academic misconduct, and grading schemes. If you are working with teaching assistants in your course, you will also be responsible for negotiating reasonable workload requirements with your TAs, in keeping with the assigned TA contract hours. These discussions will need to be documented in a workload form, to be submitted to your department.

Your seniority will continue for 24 months after the end of a contract. If you do not take at least one contract in that period, your seniority will end after 24 months. For further details please see Article 16.

Like other members of the local, Instructors are eligible to participate in the Brock University Pension Plan after two consecutive years of service and after meeting other eligibility conditions (Article 26). While the employer is responsible for contacting those members who are eligible for the plan, it is a good idea to review Article 26 to find out whether you might qualify.

As per Article 19, there are provisions for leaves of absence, such as academic conference and health-related leaves, should members find themselves in certain personal circumstances that require accommodation. Speak to your union steward or executive if you need help with arranging leave.

HOW TO GET *involved*

Our union is member-driven: the work of CUPE 4207 is performed by CUPE 4207 members who give their time. What keeps us strong is the work of our members running the executive and the committees, doing administrative tasks, participating in the Local's meetings and political action, and protecting their rights in the workplace. As a union we aspire towards an **informed and active** membership.

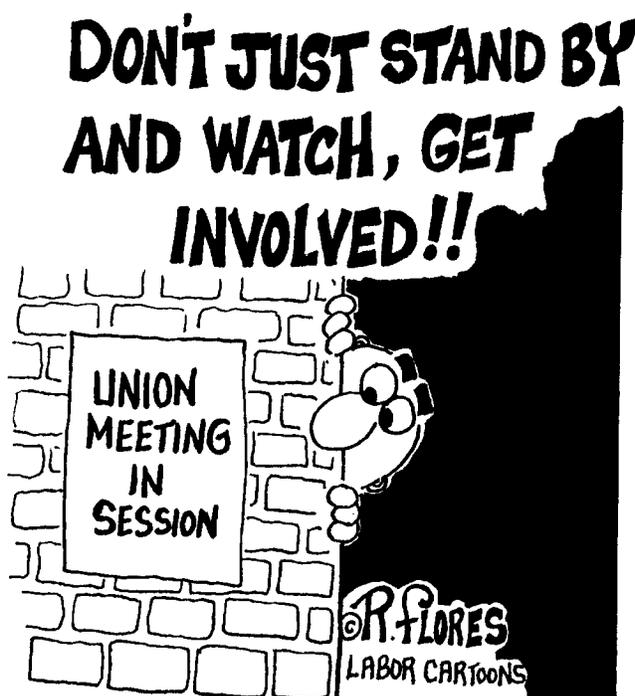
Paid Health & Safety Training

Basic Health and Safety (called *Need to Know*) training is offered by Brock. Unit 1 members get 2 hours of pay for attending one of the workshops that are offered from time to time. The website is <http://brocku.ca/hr/training/focus/>. Please Note: This applies to new Unit 1 members and to those U1 members who took the training two years ago (see Article 20.04).

There are at least five ways:

1. Join a Standing Committee (see page 10)

Committee work is necessary for running CUPE 4207. There are a number of committees that you can participate in. Committees are not just work—they allow you to get to know other members from across the university.



2. Come to General Membership Meetings (GMMs) and the Annual General Meeting (AGM)

The General Membership Meetings are important places for discussing new ideas and making decisions that affect our Union. Come with your ideas, and to vote on current issues and policies. Childcare claims can be submitted if needed.

3. Run for your Faculty Steward Position (see page 10)

Stewards are the front-line contact for our membership. Help spread the word about the rights that your 4207 colleagues have as workers and as Union Members with a Collective Agreement.

4. Attend an Education/Training Session run by CUPE School

CUPE periodically offers weekend training on Union Issues, Worker Activism, and training for Executive Positions (Stewarding, Financial Officers, etc.). Education/Training Sessions are generally open to CUPE members in good standing. Check out the CUPE 4207 website, or the CUPE Education website (<http://ontarioeducation.cupe.ca>) for details about upcoming CUPE Schools and Workshops.

5. Be an activist: advocate for Workers' Rights and protect the Collective Agreement in your Department

Your rights under the collective agreement protect you from unfair hiring practices, over-work, termination of employment without just cause, harassment, and discrimination, among other things. Knowing your rights under the collective agreement and telling your colleagues about their rights makes claiming those rights a lot easier. When your colleagues know their rights, it makes standing up against infringements on those rights much easier.

What is a Steward? What do Stewards Do?

Stewards play an important role in the functioning of the Union. They are the front-line contact for CUPE 4207 members. They act as both a liaison between members and the executive (e.g., the President, Membership Outreach Officer, Vice-President, Chief Steward, Equity Officer, etc.) and an advocate for fair workplaces and political action in our communities. Our Stewards receive training in order to perform their duties.

More specifically, Stewards help by:

- Orienting you on what the union can do for you.
- Providing information about your workplace rights
- Familiarizing members with the Collective Agreement
- Suggesting when a workplace incident is grievable, and the timelines for lodging a grievance.
- Following through on your grievance with the executive.
- Informing you of the activities of the Union and political action in the larger community.

Stewards also attend monthly meetings where they discuss effective ways to perform their duties and possible campaigns for member outreach and orientation sessions. Further, they stay informed on current workplace violations and inform the Union about trends in violations of the Collective Agreement and Workers' Rights.

Standing Committees

Policy, Finance and Bylaws Committee

The policy, finance and bylaws committee has two main functions. First, it recommends bylaw changes and policies for the local membership to adopt. We solicit suggestions from the membership and report back to the executive and the general membership on these suggestions. The policies developed by the committee generally concern the day-to-day functioning of the local. Secondly, the committee, working with the Treasurer, writes and recommends a budget to the executive each year (usually in February and March).

Political Action and International Solidarity Committee , PAISC

This committee monitors, reports, and participates in political action in the workplace (Brock), the municipality, the province, and the country. Internationally, the committee endeavours to build

solidarity with struggles abroad by engaging Brocks workers and students with larger campaigns organized by unions, or by building their own. The committee recognizes the imperialist stage of capitalism in which we exist and shall seek to educate members and how to fight it.

Communication Committee

This committee is a merger of two formerly separate committees. In addition to its primary function of membership mobilization, the committee facilitates and promotes two-way communication between the membership and the executive. The committee publishes the Local's newsletters, organizes educational and social events, and provides training and workshops facilitated either by the local or by the central union bodies. It cooperates closely with mobilization efforts of the Stewards Council and the Vice-Presidents.

Equity Committee

The Equity Committee advances the interests of equity seeking groups and facilitates members solidarity.

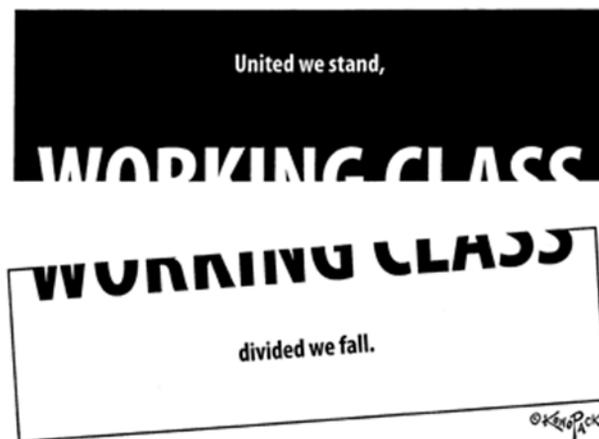
Bargaining Support/Organizing Committee

The Bargaining Support/Organizing Committee works to help mobilize members to prepare for bargaining, organizing mobilization campaign, media messaging and providing information to members of the state of bargaining. Also, it seeks to organize workers who are not protected by a union.

Health, Safety & Wellness Committee

The goals of the Health and Safety Committee of CUPE 4207 are to promote and maintain the wellness of our members. Prevention and protection is our focus. By identifying hazards and working with stakeholders we can find solutions.

Members of the committee will advocate for the health and safety needs of the Brock community, be a resource to workers who have queries and raise awareness of health and safety issues through education campaigns and events.



OUR DENTAL PLAN

How can you get you dental coverage?

First, you have to meet the eligibility requirements. In order to qualify for the benefit you must have worked at least 240 hours *and* held a contract with Brock in the previous year. The plan insures only you, as a member of CUPE 4207*, not your dependants or spouse, and you cannot have other group insurance (e.g., as a member of other union local). Once you fulfill these eligibility criteria the University will send you a package, informing you that you are eligible to file a claim for the benefit.

Secondly, check which procedures are covered under this policy on page two of the Agreement. You are insured for only \$500 of treatment per calendar year. Under the CUPE 4207 plan you are “80% coinsured”, meaning you will have to pay 20% of the outstanding balance after the deductible. This means that you must pay the first \$50 of your treatment and 20% of the remaining balance. The insurance plan will then cover the rest, up to \$500.

You can claim benefits up to 90 days after the end of the term for which you are eligible but only if you incurred the expense in that term. And you better hurry, since the policy works on “first come, first served” basis -- you may not get reimbursed even for the remains after the \$50 deductible and 20% coinsured cost if the fund for the claimed term has been exhausted.

How to claim:

Print out the Dental Claim Form. The information about the group policy number (it is 10640) and your individual certificate number is in the info package you receive once eligible. You can also have the dentist's office print out the form for you if you tell them the provider is RWAM. Fill in the form and send it to RWAM with an original invoice/bill attached. Make sure you retain a copy of the documents you sent. The insurer will mail you a cheque.

Your dentist office may allow you to pay your bill after you receive the cheque from RWAM, or you may have to pay the dentist first for the procedure from your own pocket. Remember, what you receive as an insured part of the whole bill is 80% of the remainder of the total cost (up to \$500) minus the \$50 deductible.

There, a cause for an improvement that is worth to sink our teeth in. Unfortunately the restorative surgery to the dental plan and the filling of the gaps in health benefits will not be painless. Your union is only as good as its members make it. Improvements to the provisions in our Collective Agreement are fought for every round of bargaining. If you feel inspired, or the fight for inclusive health benefits has long been on your list of grudges, please don't hesitate to contact the union headquarters. You are encouraged to form a committee and launch a campaign for the collective improvement of our health benefits. The Local is here to provide comprehensive assistance.

- You are excluded from this DENTAL coverage if you have coverage through the GSA or BUSU. As a graduate or an undergraduate student and a 4207member, you are asked to pay a premium for health insurance provided by your respective academic organization. You will need to make your claim through BUSU or GSA.

STAY IN TOUCH

Check the CUPE 4207 Website

Go to <http://4207.cupe.ca/>

We also have a facebook page and group: CUPE 4207 and *CUPE Local 4207 (Units 1, 2 and 3)*. Tweet *@cupe4207*.

Check the CUPE 4207 Bulletin Board in your Department

We have regularly-updated bulletin boards across campus. Check them out periodically for updates on membership meetings, union activities, and campaigns.

Provide us with your contact information

If you aren't already on our membership contact list*, please leave your name, phone number, email address (non-Brock email is preferred) and department information with our Membership Outreach Officer (*email cupe4207@brocku.ca*) or at our office (MCC 402). We will add you to our mailing list so that you can receive newsletters, and information about upcoming meetings, socials and other events.

Talk to your Faculty Steward

Your Faculty Steward is involved in Union activities and can inform you about current issues in the Union. They can also speak to you with workplace issues and assist you with taking action on upholding your rights. Check the CUPE 4207 website or the bulletin board for your Faculty Steward's name and contact information.

Stop by the office at MCC 402

Come by and talk to us if you have questions about your working conditions, the Union, or to find out what is going on in 4207. Check the office hours posted outside of MCC 402.

You are not on the list if you are not receiving communication such as event announcements from cupe4207@brocku.ca.