

**Collective Agreement**

**between**

**Brock University**

**and the**

**Canadian Union of Public Employees  
Local 4207, Unit 4**

**February 6, 2023 – February 5, 2026**

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## **Article 1: Definitions**

- 1.01 "Union" means the Canadian Union of Public Employees (CUPE), Local 4207-4.
- 1.02 "Employer" or "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.
- 1.03 "Agreement" means this Collective Agreement, that is, Brock University and the Union.
- 1.04 "Parties" means Parties to this Agreement, that is, Brock University and the Union.
- 1.05 "Member" or "Employee" means a member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 1825-22-R, dated February 6, 2023, as attached as Appendix 'A'.
- 1.06 "Day(s)" mean calendar day(s).
- 1.07 "Working Day(s)" means Mondays to Fridays when the University is normally open for business.
- 1.08 "CNI" means Clinical Nursing Instructor.
- 1.09 "Dean" means Dean of Faculty of Applied Health Sciences.
- 1.10 "Department" means the Department of Nursing.
- 1.11 "Supervisor" means the Chair of the Department of Nursing.
- 1.12 "Internal Applicant" means an individual on the seniority list who has submitted an application for employment within the posting timeframe.
- 1.13 "Applicants" are all individuals (including internal applicants) who have submitted an application for employment for a job posting within the posting timeframe.
- 1.14 "Successful Applicant" means the applicant who has been offered employment and accepts the contract for work.
- 1.15 "Nominal Hours" are the numbers of hours for which a member is paid. Nominal hours assigned represent a fair estimate of the number of hours required for an average, qualified member to complete the assigned duties for a contract.
- 1.16 "2SLGBTQ+" means Two-Spirited, Lesbian, Gay, Bisexual, Transgender, and Queer. The + acknowledges the range of other sexual orientations and gender identities not specifically listed in the acronym.

## **Article 2: Purpose**

- 2.01 The 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.
- 2.02 The Parties recognize that it is in their mutual interests to encourage efficiency of operation and exceptional student experience.
- 2.03 The Parties are committed to addressing issues of Employment Equity in order to eradicate barriers that prevent racialized and Indigenous peoples, people with disabilities, women, and other equity-deserving and under-represented groups including 2SLGBTQ+, from participating fully as employees at Brock University.
- 2.04 To maintain gender neutrality, the pronouns, "They/Them/Theirs" shall be used throughout this agreement.
- 2.05 The Parties acknowledge that Brock University is located on the traditional lands of the Haudenosaunee and Anishinaabe peoples, many of whom continue to live and work here today. The territory is covered by the Upper Canada Treaties and is within the land protected by the Dish with One Spoon Wampum Agreement.

## **Article 3: Recognition and Scope**

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 4207-4 as the sole and exclusive bargaining agent for all employees of Brock University in the Province of Ontario employed as Clinical Nursing Instructors save and except supervisors and persons above the rank of supervisor.

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.

- 3.02 Supervisory personnel and employees not covered by the terms of this Agreement shall not work on any jobs that are normally done by employees covered by this Agreement except for the purposes of instruction, emergencies, or when a regular qualified employee is not readily available.
- 3.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives that contravenes the terms of 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, suspend, or otherwise discipline employees for just cause;
  - d. Discharge, suspend, or otherwise discipline probationary employees;
  - e. 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. University-wide rules and regulations adopted by the Employer that affect the employees in the Bargaining Unit will be posted on the University's website.
- 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 policies and any other applicable legislation related to discrimination and harassment. Such policies will be available on the University's website.
- 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 Members of the Union are entitled to Union representation in all stages of any complaint and resolution processes under the University's policies related to harassment and discrimination.

## **Article 6: Union Security**

### **Union Security**

- 6.01 The Employer agrees to deduct from every employee the equivalent of such regular Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution and By-Laws from each scheduled pay.
- 6.02 Thirty (30) days' written notice of any change in dues will be provided to the Employer by the Treasurer of CUPE, Local 4207.
- 6.03 a. The Employer shall remit the amount deducted to the Union no more than five (5) days after deductions have been made. Such remittance shall be accompanied by the Union Dues Report referenced in 6.09 a.
- b. The Union agrees to indemnify and save the Employer harmless against all claims, suits, attachments, or other forms of liability that may arise because of such deductions authorized by the Union.

### **Collective Agreements**

- 6.04 The Employer and Union will jointly prepare this Collective Agreement within forty-five (45) days of the signing of said Collective Agreement. The Employer shall provide the Union with ten (10) copies of the Collective Agreement and shall provide the Union with a machine-readable version. The cost associated with printing the Collective Agreement will be shared equally by the Parties. 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 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 will make the text of the Collective Agreement available on the Office of People & Culture website.

### **Use of University Services/Facilities**

- 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 The Employer shall permit the Union to book University rooms for business meetings of the Local on the same basis as other internal users. CUPE, Local 4207 will be responsible for any set-up costs associated with the room booking.
- 6.08 The Employer will provide the Union with suitable, serviced (telephone, internet, and power) office space. The Union will bear the cost of telephone service at internal user

rates. The Parties agree that GLN-A-123 shall be the office space provided to CUPE, Local 4207.

## **Reports**

6.09 The Employer agrees to provide the Union with the following information:

- a) **Union Dues Report** - An electronic 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, wages, union dues for the current pay period, and the total 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>, January 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>, January 31<sup>st</sup>, May 31<sup>st</sup> and July 31<sup>st</sup> each year: employee number; name; contract number(s); start date; end date; job title; course; academic session; academic duration; number of stipends or hours, as appropriate; and total dollar value of contract.

## **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, 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 two (2) or more employees, may be initiated at Stage 2 of the grievance procedure.
  - d. A grievance involving suspension or dismissal shall be initiated at Stage 2.

e. A grievance involving health and safety shall be initiated at Stage 1.

7.04 Each Party shall have carriage of the grievance(s) they have filed. 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 they have first discussed their complaint with the Supervisor, or designate, without satisfaction. The employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Lead 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 Chair, and Associate Director, Labour & Employment Relations.

7.08 **Formal Grievance Procedure**

Stage 1:

a. Within ten (10) working days of the initiation of a grievance, the Dean, or designate, and the President of the Union, or designate, and the Labour & Employment Relations Advisor shall meet to attempt to resolve the grievance. It is understood that the Dean may choose to invite the Chair 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 Director, Labour & Employment Relations or designate, and the President of the Union, or designate, shall meet to attempt to resolve the grievance.
  - e. The Party receiving formal notice shall make a 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 Unresolved grievances that are referred for arbitration shall be heard by a single arbitrator. The arbitrator shall be one that is mutually agreeable to the parties with the exception of the situation described in Article 8.03 (b).
- 8.03 For selecting an arbitrator, the following shall apply:

- a. The Union shall, in its notice of intent to proceed to arbitration, include the names of three (3) proposed sole arbitrators. The Employer shall respond within twenty (20) working days either agreeing to one of the proposed arbitrators or suggesting alternative arbitrators. The Parties will attempt to agree upon an Arbitrator.
  - b. If the Parties cannot agree on an arbitrator within forty-five (45) working days, either party may request that the Ministry of Labour for the Province of Ontario appoint an Arbitrator.
  - c. No person may be appointed as arbitrator for a grievance that would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute.
- 8.04 The arbitrator shall give full opportunity for both Parties to the grievance to present evidence and make representations.
- 8.05 The arbitrator 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 arbitrator, 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 the arbitrator. 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.

#### **Article 9: Labour/Management Committee**

- 9.01 There shall be a Labour/Management Committee made up of equal numbers of representatives of the Parties including the President of CUPE, Local 4207 or designate, the Unit 4 Vice President or designate, the Dean or designate, and the Associate Director Labour & Employment Relations or designate. The Committee may consider any matter relating to the interpretation or administration of the Collective Agreement.
- 9.02 The 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.
- 9.03 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.
- 9.04 Meetings shall take place at times mutually agreeable to the Parties.

9.05 The Committee shall not have the authority to add to or modify the terms of this Agreement.

#### **Article 10: Union Representation**

10.01 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 the authorized officers of the Union. The Union will notify the Employer of the identity of such officers.

10.02 The Union will provide the Employer by May 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.

10.03 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.

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

10.05 a. In the years when the Collective Agreement is being re-negotiated, the University shall recognize a Union Negotiating Team consisting of up to two (2) bargaining unit employees.

b. The Employer and the Union will endeavour to schedule negotiations such that it will not require the bargaining committee members to absent themselves from scheduled activities with students.

c. Members of the Bargaining Unit who serve on the Union's negotiating team shall not lose pay to attend scheduled negotiations. It is understood that Bargaining Unit members on the negotiating team shall not receive additional compensation for hours spent bargaining outside of their scheduled hours.

c. The University and the Union shall equally share the replacement costs required to backfill the bargaining unit employee(s) on the bargaining team up to the point of conciliation referral. The Union will be responsible for the full cost of the replacement(s) thereafter.

#### **Article 11: Reprimands, Discipline and Dismissal**

11.01 Discipline shall be for just cause only.

11.02 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. The Employer shall notify the President of the Union of any disciplinary meeting that may take place in advance.
  - c. 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.
  - d. Any warning, reprimand or other discipline shall be in writing to the employee within ten (10) working days of the meeting outlined in Article 11.02 (c). 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.
  - e. 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.
- 11.03
- 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.
  - d. Notwithstanding Article 11.02, 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.

- 11.04 Any disciplinary action shall be commensurate with the severity and frequency of the violation, and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.
- 11.05 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.

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

## **Article 12: Job Postings and Appointments**

- 12.01 Posting Period – Vacancies that the University intends to fill shall be posted on a centralized, universally accessible, University-wide website. The postings will normally be posted for ten (10) full working days before the deadline for applications. The Parties recognize that shorter posting periods may be required.
- 12.02 Each job posting shall include:
- a. Job Title;
  - b. Course;
  - c. Department;
  - d. Clinical Site Locations (If Known);
  - e. Clinical Day of the Week (If Known);
  - f. Reasonable Requirements and Qualifications as set by the University;
  - g. Terms of Appointment;
  - h. Nominal Hours of Appointment;
  - i. Wage Rate;
  - j. Due Date for Application;
  - k. That the Position is Represented by CUPE, Local 4207-4.
- 12.03 The University shall not be required to post any resulting work assignment if:
- i. A work assignment is offered to an applicant who declines the offer and there were other qualified applicants to consider.

- ii. An unanticipated work assignment occurs and there is not sufficient time to post;
- iii. A work assignment becomes available after the first day of work as a result of withdrawal, illness, or resignation.

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, or when time and/or operational needs require that the regular assignment procedure be suspended, the Employer may assign the work to any person deemed qualified.

- 12.04 a. Individuals who wish to apply for a posted vacancy shall apply online and shall include the information required on the job posting and as necessary for determining their seniority as defined in Article 14.
- b. For each application, applicants will submit an updated resume, cover letter, and attest they are a Registered Nurse with the College of Nurses of Ontario in good standing. Applicants will be asked to confirm they meet the clinical site occupational and immunization requirements and have acceptable vulnerable person's police check clearance (if noted/required in the posting).

### **Appointments**

- 12.05 The Parties acknowledge that the criteria that the Employer shall use in selecting the successful applicant for a position shall include the qualifications as stated on the job posting.
- 12.06 Offers will be extended to qualified internal applicants in seniority order before considering other applicants. (Internal candidates have seniority rights if they have successfully completed the probationary period noted in Article 13.)
- 12.07 Contracts for half-credit courses in the Fall will be from September 1 to December 31 and January 1 to April 30 for the Winter term. Contracts for Spring and/or Summer sessions will begin on the first day of the duration and end one day after the deadline to submit final grades to the registrar's office.
- 12.08 a. Members 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.
- b. It is the responsibility of the member to accept only as many appointments (i.e., hours of work) as will allow them to successfully complete their duties in a fully satisfactory manner.

### **Article 13: Probationary Period**

- 13.01 A member shall be considered probationary until they have been appointed and worked as a bargaining unit employee for a total of 700 contract hours.
- 13.02 It is further understood that the University may extend the probationary period for an additional 150 contract hours. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the member with a copy to the President of the Bargaining Unit and will include the reasons for the extension.
- 13.03 A member shall be informed in writing, with a copy to the Bargaining Unit President, upon the successful completion of their probationary period.
- 13.04 It is understood that probationary employees are subject to a lesser standard of just cause and may be terminated at any time during the probationary period at the sole discretion of the University. Such discipline or discharge will be done in good faith and in a non-arbitrary fashion.

### **Article 14: Seniority**

- 14.01 Seniority shall be based on the employee's original date of hire in the Bargaining Unit. For employees with the same start date, the Parties agree that the individual with the lower Brock employee identification number will be the most senior.
- 14.02 a. A seniority list shall be maintained by the Office of People & Culture and shall be updated three times per year in July, 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.
- b. The seniority list shall be arranged from the most senior to the least senior, indicating each member's name, employee identification number, and seniority date.
- 14.03 a. Seniority and employment shall cease for any of the following reasons:
- i. Termination of employment
  - ii. Failing to complete a contract as assigned without permissions and without a reasonable explanation for failing to seek such permission;
  - iii. A break in service.
- b. A termination of employment shall be deemed to have occurred if an individual employed by the University resigns or is dismissed. An employee may be dismissed for reasons such as probationary release, just cause, failure to remain registered as a Registered Nurse with the College of Nurses of Ontario in good standing, failure to meet all clinical site occupational and immunization requirements, or failure to provide an acceptable vulnerable person's police

check clearance if directed.

- c. A break in service shall not be deemed to have occurred if an individual employed by the University did not hold an appointment in the Bargaining Unit in the previous twenty-four (24) months. It is understood that seniority shall continue to accrue during any approved leave of absence.

### **Article 15: Schedule and Workload**

- 15.01 An employee's scheduled hours of work shall not be amended without reasonable prior consultation and notice to the affected employee and the union. Such consultation shall include the reasons for such change.
- 15.02 The CNI to student ratio is dictated by our clinical or community placement partners. As such, it is understood that the actual ratio may change from time to time as required. The typical maximum is:
  - a) 1:8 Patient Clinical
  - b) 1:16 Non-Patient Clinical / Pre-grad Consolidation Course
  - c) 1:12 Community Clinical
- 15.03 The nominal hours for a course are established by the employer. The nominal workload is normally made up of scheduled contact time with students and non-contact time. Upon request by a Clinical Nursing Instructor, the Supervisor, and the Clinical Nursing Instructor will review the workload for the course to ensure that the assigned duties can be completed within the nominal hours as outlined in the applicable job posting (in accordance with Article 12.02 h.).

In response to the review, the employer may:

- 1) Amend the contract to provide enough nominal hours to complete assigned duties; or
- 2) Provide additional resources 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.

### **Article 16: Wages and Vacation Pay**

- 16.01 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.



- 16.02 An employee with less than five (5) years of seniority shall be entitled to 4% vacation pay and an employee with five (5) years of seniority or greater shall be entitled to 6% vacation pay.
- 16.03 Wages and Vacation pay will be paid bi-weekly in accordance with the established payroll schedule.
- 16.04 Direct Deposit
- a. Appointments shall be paid by direct deposit for all members of the Bargaining Unit.
  - b. Individual members will be responsible for ensuring that the Office of People & Culture has up-to-date banking information.
  - c. 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.

#### **Article 17: Pension**

- 17.01 Members are eligible to participate in the Brock University Pension Plan.
- 17.02 Membership shall be in accordance with the terms of the Brock University Pension Plan.
- 17.03 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; (a) have earned at least 35% YMPE in each year of the two preceding calendar years; or (b) have worked a minimum of 700 hours in each of the two preceding calendar years.

Once an employee joins the Brock University Pension Plan, that decision cannot be reversed while employed.

Membership in the Brock University Pension Plan is optional for Members of CUPE, Local 4207-4.

- 17.04 The Employer shall, annually, contact all members of CUPE 4207-4 who are eligible to enroll in the pension plan to provide them with the details of the plan and inform them that they are eligible to join. At the time of notifying the members who are eligible to enroll in the pension plan, the Employer shall provide to the Union the number of members in the department who are eligible to join the pension plan.

#### **Article 18: Holidays**

- 18.01 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 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 19: Health & Safety**

- 19.01 It is agreed that both Parties will cooperate for the prevention of accidents and the promotion or advocacy of health and safety.
- 19.02 The Parties recognize their obligations under the Occupational Health and Safety Act and its accompanying regulations. The Parties also recognize their obligations under the University's Occupational Health and Safety Policy.
- 19.03 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 students or other employees of the University, the members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.
- 19.04 The Parties agree that the Bargaining Unit shall have the right to raise Health and Safety issues at Labour Management Committee meetings, only after such issues have been raised at the Joint Health and Safety Committee.
- 19.05 Employees may, if they wish, be accompanied by a union representative at all return to work and accommodation meetings held with the Health Management & Wellness department. The Employer will advise all employees of this right. With the consent of the employee, the Employer shall provide the Union with all Transitional Return to Work plans and/or Accommodation letters.
- 19.06 The University will, when deemed necessary in accordance with their policies, procedures or protocols, inform all employees of a student at risk.

### **Article 20: Leaves of Absence**

#### **Sick Leave**

- 20.01 The member shall inform their Supervisor, as soon as possible of their illness or injury so adequate alternative arrangements can be explored. If the clinical day for the students cannot be rescheduled, the Employer will be responsible for arranging coverage. The employee's contract will be reduced by the number of nominal hours assigned to an alternate employee when coverage is required.

- 20.02 An employee may be required to produce proof of sickness or injury to Health Management in the form of an Attending Physician's Statement (APS) to support an absence, but such a requirement shall not be unreasonably imposed. Should the Employer request such proof it shall reimburse the employee for the cost of the APS.

### **Pregnancy and Parental Leave**

- 20.03 a. Pregnancy and parental leave shall be granted to members in accordance with the Ontario Employment Standards Act.
- b. Seniority shall continue during any term of pregnancy or parental leave.
- c. An employee who is eligible for pregnancy or parental leave shall provide the Employer with at least two (2) weeks' notice of the expected start date of the leave, together with a medical certificate estimating the date of the delivery.

### **Bereavement Leave**

- 20.04 a. In the event of a death in the immediate family, an employee shall be granted, at the time of the death, a leave of absence with pay for up to five (5) consecutive days. Immediate family is defined as Spouse, Child, Parent, and Sibling.
- b. In the event of the death of an employee's Grandparent, Mother-In-Law, Father-In-Law, Sister-In-Law, or Brother-In-Law, the employee shall be granted, at the time of the death, a leave of absence with pay for a period of up to three (3) days.
- c. In the event of the death of an employee's Aunt, Uncle, Niece, or Nephew, the employee shall be granted, at the time of the death, a leave of absence with pay for a period of one (1) day.
- d. With approval by the chair, an employee may set aside one day of available bereavement leave to attend a funeral or burial service at a later date within the term of the employee's appointment.
- 20.05 Employees are required to enter their paid bereavement leave dates in Workday-HR system for approval and tracking purposes.

### **Union Leave**

- 20.06 a. Members of the Union Executive and Stewards have regular duties to perform on behalf of the Employer. No such employee shall be absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business; nor shall they leave their regular duties prior to receiving permission from their Supervisor.
- b. The Employer and the Union are committed to ensuring that students are not

disadvantaged as a result of the leaves described in this article. 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 work with students.

- c. There shall be a maximum of two (2) members of union leave at any one time. Written requests to the Chair, with a copy to the Labour & Employment Relations Advisor, shall be made as soon as possible and not later than two (2) weeks before the commencement of the planned leave. The Bargaining Unit shall reimburse the Employer for the cost to replace such member(s) on leave.

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

20.07 An employee called for Jury Duty or an employee who is subpoenaed by the court to serve as a witness shall absent themselves from work only to such reasonable extent as will allow them to carry out their 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 the estimated nominal hours for such absence at their basic rate of pay. The Employee shall not be required to pay the Employer an amount that exceeds the pay they would have received for scheduled hours during the leave.

### **Article 21: Personnel File**

- 21.01 The only recognized personnel file of any employee shall be maintained in the Office of People & Culture. The file shall be available and open to the employee for inspection in the presence of an Office of People & Culture Representative by contacting the Office of People & Culture and arranging an appointment.
- 21.02 Opportunities to view a personnel file shall not be unreasonably requested, delayed and/or denied.
- 21.03 Any employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.
- 21.04 In the event an employee is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the Bargaining Unit President, or designate, who shall be supplied, upon request, with copies of any materials contained in the file.
- 21.05 A member shall have the right to be accompanied by a Bargaining Unit representative when reviewing their personnel file.

### **Article 22: General**

- 22.01 Mandatory Departmental update or training meetings will be paid by the employer at the employee's regular rate of pay. It is understood that all employees will be paid a

minimum of three (3) hours to attend. If the training is longer than three (3) hours, employees shall be paid for the total time required.

22.02 When the CNI job description is updated by the Employer a copy shall be shared with employees and the Union.

### **Article 23: No Strikes or Lockouts**

23.01 There shall be no strikes (full or partial withdrawal of services) or lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" are as defined in the Ontario Labour Relations Act.

23.02 No Bargaining Unit member shall be required to perform the work of another employee who is on strike.

23.03 In the event that another employee group at the University established picket lines on campus, CUPE 4207-4 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 24: Correspondence**

24.01 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 Director, Labour & Employment Relations  
Office of People & Culture  
Brock University – ST 1240  
1812 Sir Isaac Brock Way  
St. Catharines, ON L2S 3A1

To the Union: The Executive – Canadian Union of Public Employees  
Local 4207 – Brock University  
GLN – A 123  
1812 Sir Isaac Brock Way  
St. Catharines, ON L2S 3A1

**Article 25: Duration**

25.01 This agreement shall become effective on February 6, 2023 and such agreement shall remain in effect until February 5, 2026, and from every year to year thereafter unless written notice 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.

25.02 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 15<sup>th</sup> day of July, 2024.

On behalf of the Board of Trustees of  
Brock University

DM Crundee  
Laebano  
Mildbrand  
[Signature]  
Snuff

On behalf the Canadian Union of  
Public Employees, Local 4207, Unit 4

Phil Wael  
M. J. Van Rn  
Belichon  
R. [Signature]  
AL

**Appendix A – Ontario Relations Board Certificate**



**ONTARIO LABOUR RELATIONS BOARD**

OLRB Case No: **1825-22-R**

Canadian Union of Public Employees, Applicant v **Brock University**, Responding Party

**CERTIFICATE**

The Board certifies:

Canadian Union of Public Employees

as the bargaining agent for the following bargaining unit:

all employees of Brock University in the Province of Ontario employed as Clinical Nursing Instructors save and except supervisors and persons above the rank of supervisor.

This certificate is subject to the terms and qualifications set out in the Board's Decision(s) in this matter.

**DATED:** February 6, 2023

ONTARIO LABOUR RELATIONS BOARD



Catherine Gilbert

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Registrar

**Appendix B: Wage Rates**

<b>Steps May 1, 2024</b>	<b>Seniority at Contract Start Date</b>	<b>Rate</b>
1	0 – 2 years of seniority	\$42.00
2	>2 years of seniority <5 years	\$45.00
3	5+ years of seniority	\$48.50

<b>Steps February 6, 2025</b>	<b>Seniority at Contract Start Date</b>	<b>Rate</b>
1	0 – 2 years of seniority	\$43.26
2	>2 years of seniority <5 years	\$46.35
3	5+ years of seniority	\$49.95

*Note 1: The pay rates above do not include vacation pay.*

*Note 2: Vacation pay shall be in accordance with Article 16.02.*

*Note 3: All rates of pay include Public Holiday Pay.*



Letter of Understanding  
Between  
Brock University  
And  
CUPE, 4207-4

**Re: The National Day for Truth and Reconciliation**

If September 30<sup>th</sup> falls on a scheduled workday, an employee may request release from their regular duties to attend or participate in University events, activities, or training related to Truth and Reconciliation. Provided service to students and operations will not be adversely affected, the department will endeavour to approve the request. If approved, there will be no loss of regular earnings.

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

(Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.)

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

July 15/24  
Date

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

July 3, 2024  
Date

Letter of Understanding  
Between  
Brock University  
And  
CUPE, 4207-4

**Re: Call-In List**

CNI's interested in providing coverage should indicate their interest in writing to the Supervisor. If the Department requires coverage, calls will be made to those on the call-in list in seniority order. The employee may decline the offer. The call-in list will be updated in September and January inclusive of the employee's specialty/specialties.

The Department may bypass a senior employee on the call-in list if they do not possess the qualifications for the specific area of assignment or the clinical site occupational and immunization requirements.

The total number of hours required shall be compensated at the appropriate hourly rate in accordance with Appendix B.

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

(Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024)

 \_\_\_\_\_

For the University

July 15, 2024  
Date

 \_\_\_\_\_

For the Union

July 3, 2024  
Date

Letter of Understanding  
Between  
Brock University  
And  
CUPE, 4207-4

**Re: Mask Fit Testing**

The Parties agree that having a valid Mask Fit Test is / shall be a requirement for some Clinical Nursing Instructor job postings based on the specific unit or assignment. The job applicant is responsible for ensuring they have a valid Mask Fit Test and providing proof of such.

If the University arranges Mask Fit testing for students, the information will be provided to Clinical Nursing Instructors regarding registration. The Parties recognize space may be limited. The Clinical Nursing Instructor would be responsible for any associated cost charged by the external provider, if any.

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

(Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024)



For the University

July 15/24  
Date



For the Union

July 3, 2024  
Date

