

# **Collective Agreement**

between

**Brock University**

and the

**Canadian Union of Public Employees  
Local 4207**

**July 1, 2004 to June 30, 2007**

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## **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 There shall be no discrimination, restraint or coercion against any employee because of membership in the Union and/or Union activities as provided for in this Agreement.

5.03 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

5.04 The Union and the Employer agree that all employees of the University are responsible to adhere to the University's Sexual Harassment Policy. A member's complaint shall be dealt with in accordance with steps 1, 2 and 3 of the Policy. Should the complaint not be resolved through the above steps, such complaint may be submitted to Stage 3 of the Grievance and Arbitration procedure (Article 7). Sexual harassment shall be defined as per the University Policy, which is attached to and forms part of this Agreement (Appendix 'B'). An employee may be accompanied by a Union representative at any step of the Policy.

5.05 The following amendments and clarifications shall apply to the way that the Sexual Harassment Policy (Appendix 'B') shall apply to members of the Union:

- (a) The final sentence of Section 1.1 which reads, "The University does not condone sexual harassment" shall be taken to mean that the University and the Union oppose sexual harassment because it violates personal dignity and integrity.
- (b) Section 1.2 (c) shall be interpreted so as not to limit a member's right to all of the information that she or he needs to make a full and effective defense against any allegation of improper behaviour.

- (c) The part of the definition of sexual harassment provided in Section 2.1.1 (d) shall be interpreted as referring only to behaviour that the individual or group engaging in the behaviour knows, or ought reasonably to know, will interfere to a significant degree with the academic or work environment or will create an intimidating or hostile atmosphere for other reasonable people.
- (d) The definition of “Supervisor” provided in Section 2.5 shall be replaced by “the appropriate Dean”.
- (e) In no case will the Sexual Harassment Advisor include in a file the identity of the person or persons about whom a complaint has been made without also including the identity of the complainant.
- (f) In any meeting under Section 5, whether for mediation or some other purpose, in which a member is a complainant or a respondent, the member may be accompanied by a Union observer if he or she so wishes.
- (g) Nothing that is said in the course of mediation shall be reported as evidence in any formal hearing under Section 6 of the Policy, nor under the discipline, grievance or arbitration articles of this Agreement.
- (h) In any action taken under Section 6, a member who is a complainant or respondent shall be represented by the Union, and the Union may choose to be represented by legal counsel. This right of representation will extend to the Hearing including the right to call and examine witnesses on behalf of the member.
- (i) Under Section 6.4, if a member is either the complainant or respondent, he or she and the Union will have the right to examine the entire file, including any portion that might have been considered closed under the terms of the Policy. In addition the Union will have the right to make copies of any material at its own expense.
- (j) Any clarification of any matter relating to the file that the Sexual Harassment Advisor makes under the terms of Section 6.5 may be requested in writing by the Panel on its own behalf or on behalf of the complainant or respondent, and shall be given in writing to all of the Parties, each of whom will have the opportunity to comment on the clarification. Such clarifications shall deal only with questions of fact, and shall not offer any opinion or judgment.

- (k) Should any disciplinary action be taken against a member resulting from the Formal Hearing, it will be done according to this Agreement.

#### **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. Each remittance to the Union will be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list will include:

- (a) For all employees who have held an appointment in the current calendar year, employee number, name, address, e-mail address (if available) and phone number.
  - (b) In addition, the following information will be included for each appointment from which Union Dues are being deducted during the pay period in question: job title; course; department; start date; end date; number of sections or hours, as appropriate; number of stipends or hours, as appropriate; total dollar value of contract; union dues for current pay period; and union dues deducted for the current calendar year.
- 6.02
- (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 web-site ([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.
- 6.03 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 200 copies of the Collective Agreement and shall provide the Union with a machine-readable version of the Collective Agreement.
- 6.04 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.
- 6.05 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.
- 6.06 (a) The Employer will provide the Union with access to e-mail through the University's modem pool for up to fifteen (15) of its Executives and Officers. Access will be provided on a basis equivalent to University Staff members. It is understood that use of the modem pool is intended for the conduct of Union and/or University business only.
- (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 Taro 448 shall be the office space provided to CUPE, Local 4207.

- 6.07 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.
- 6.08 The Employer shall invite the Union to attend orientation sessions that are organized at the University or Department level (i.e. not course specific orientation sessions) for members of this Bargaining Unit. 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.

#### **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 3 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 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 2.
- 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 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until she has first discussed her complaint with her immediate supervisor 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 ten (10) 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 chair or program director with a copy to the appropriate Dean and Human Resources.

Stage 1:

- 7.08 (a) Within seven (7) working days of the initiation of a grievance, the appropriate Chair or Program Director, or her designate, and the President of the Union, or her designate, shall meet to attempt to resolve the grievance.
- (b) The Parties shall attempt to resolve the grievance for a period of up to seven (7) 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 seven (7) working day period outlined in Article 7.08 (b), the grieving Party may submit the grievance to Stage 2, provided that it acts within fourteen (14) working days from the meeting outlined in Article 7.08 (a).

Stage 2:

- (d) Within seven (7) working days of receiving notice of intent to proceed to Stage 2, the appropriate Dean, 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 seven (7) 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 7.03 (e), the grieving Party may submit the grievance to Stage 3, provided that it acts within seven (7) working days from having received the formal response from Stage 2 or, if no response has been received, from the date of the Stage 2 meeting.

Stage 3:

- (g) Within seven (7) working days of the initiation of a grievance to Stage 3, 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.
- (h) The Party receiving formal notice shall make formal written response within seven (7) working days of the meeting between designates of the Parties.
- (i) 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 7.03 (h), 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 3 (Article 7.03 (h)) or, if no response has been received, from the date of the Stage 3 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 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.

**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 five (5) 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 five (5) 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 Chair of the Department or Director of the Program or designate as per the grievance procedure in this Collective Agreement.
- (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 3 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 'D' 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>).
- (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. If the position is posted on the 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.

It is understood that the Employer may subsequently post the position in additional locations after the position has been posted in the department for ten (10) working days.

- (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 (eg. 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.

#### **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).

#### **Preference in Hiring**

- 15.02 (a) Preference in hiring shall be given to qualified full-time students, enrolled in the department or program, 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.
  - (iii) Full-time undergraduate students enrolled in the 4<sup>th</sup> year of a four-year program at Brock University provided they have at least an 80% average.
- (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.

- (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.
    - (ii) Two (2) years from the commencement of study in the case of a master's level graduate student.
    - (iii) Four (4) years from the commencement of study in the case of an undergraduate student.
  - (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 shall be notified of their appointment, in writing, as soon as possible in advance of the scheduled commencement of the appointment.
- (b) 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.
- 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 three (3) occasions during the previous four (4) years 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 eighteen (18) 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 at the end of each academic year. The Employer shall provide a copy of the seniority list to the Union prior to the commencement of the fall academic term each year.
- (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).

## **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 Starting in 2005, the Employer shall provide an electronic list of employees to the Union in July of each year. This list will provide the following information for all appointments made to members of this Bargaining Unit in the eighteen (18) months immediately prior to July 1 each year: employee number; name; address; e-mail address (if available); phone number; job title; course; department; start date; end date; number of sections or hours, as appropriate; and total dollar value of the contract.
- 18.02 The Employer shall provide to the Union a copy of each general mailing from the Employer to the members.
- 18.03 The Union shall provide to the Employer a copy of each general mailing from the Union to its members. It is understood that the term "general" does not include confidential financial information, or confidential information relating to grievance or negotiation updates that may be provided to the membership.
- 18.04 **Human Resources File**

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.



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.

- 18.05 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) In cases where a member is unable to perform her duties as a result of illness or accident, she shall be entitled to full salary and benefits as follows:

- For Part-time Instructor appointments – 3 hours of scheduled meeting time per half-credit appointment;
- For Teaching Assistant and Lab Demonstrator appointments – 1 hour of scheduled meeting time per half-credit appointment.

For clarity, and as an example, if an Employee is employed as a Teaching Assistant in three (3) sections of a course, the Employee is entitled to three (3) hours of sick leave, i.e., one (1) hour of sick leave in each section.

- (b) It is recognized that the University utilizes a compressed timetable in the Spring/Summer terms, resulting in more scheduled classroom time per week than in the Fall/Winter terms. It is the intent of this Article to ensure that members are entitled to the same number of consecutive calendar days off for sick leave in the Spring/Summer as they are entitled to in the Fall/Winter under the provisions of this Article.

For example, if there were 3 hours of scheduled classroom time per week for a course in the Fall term and 8 hours of scheduled classroom time per week for the same course in the Spring term, the Instructor would be entitled to 3 hours of paid sick leave in the Fall term and 8 hours of paid sick leave in the Spring term.

- (c) 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 fulfil the member's duties. It is understood that the Employer is responsible for ensuring that alternate arrangements are made.

(d) 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.

(e) Unused sick leave time shall not be cumulative.

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

Pregnancy and parental leave shall be granted to members in accordance with the Ontario Employment Standards Act.

#### 19.03 **Bereavement Leave**

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 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.

#### 19.04 **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 Canadian Labour Congress, the Ontario Federation of Labour and the Ontario Division or the National Body of the Canadian Union of Public Employees. Members shall continue to accrue seniority while on Union Leave.

#### 19.05 **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 (19.05). 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 2 of the grievance procedure. The Parties agree that the Employer's obligation under this article (19.05 (c)) is met by providing the Union with the stipend as required under Article 11.04.

**19.06 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 thirty days (30) days advance written notice of the leave. The Parties may mutually agree to exceptions to this notice period.
- (b) No more than three (3) 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.

**19.07 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 Employer shall not be required to pay the Employer an

amount that exceeds the pay she would have received for scheduled hours during the leave.

It is understood that this clause shall not apply in circumstances where the Employer is directly involved unless the Employee is called to give evidence on the Employer's behalf.

- 19.08 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 a representative 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.

**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.

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, insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for holding office consultation 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.

**(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 48 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 48 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 48 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.

(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) **Non-Brock University Students, Part-time Graduate Students and Non-Students** - In general, nine (9) seminars, or the equivalent of nine (9) seminars in any classification, per week shall be considered the maximum allowable

It is recognized that experienced Teaching Assistants may be able to lead more than nine (9) seminars, or the equivalent of nine (9) seminars in any classification, maintain quality, and still not actually work more than the maximum number of hours per week specified in the Employment Standards Act. These Teaching Assistants may apply to the Deans of the Faculties in which they teach and to Human Resources to have a different standard applied to hours of work.

- (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.

### **Allocation of Hours**

- 22.05 (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 "E") 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.

**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, 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 of Persons With Disabilities**

24.01 The University's policy on the Accommodation of Persons With Disabilities is attached to and forms part of this Agreement (Appendix 'C').

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:                    Director, 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 (\$40,500 for 2004) 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.

**Article 27: Duration**

- 27.01 This Agreement shall become effective on July 1, 2004 and such Agreement shall remain in effect until June 30, 2007, 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 28<sup>th</sup> day of March, 2002.

On behalf of the Board of Trustees of Brock University	On behalf of the Canadian Union of Public Employees, Local 4207
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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

**Brock University Sexual Harassment Policy**

**1. PREAMBLE**

- 1.1 Brock University endeavours at all times to provide a working and learning environment that is supportive of scholarship and research and the fair treatment of all employees and students of the University. The basis for interaction is mutual respect, co-operation, and understanding. The University does not condone sexual harassment because it violates personal dignity and integrity.
- 1.2 In order to develop and maintain, in all areas within its jurisdiction, an environment free of sexual harassment, it is the policy of the University:
  - (a) to promote a clear understanding and awareness of sexual harassment through the provision of educational and training programs;
  - (b) to prohibit any act of sexual harassment (subjecting those committing such acts to a range of disciplinary actions);
  - (c) to act upon complaints of sexual harassment promptly, fairly, judiciously and with due regard to confidentiality for all parties concerned, insofar as such confidentiality does not interfere with the University's obligation to investigate allegations of misconduct and to take corrective action;
  - (d) to ensure that any member of the University community who seeks recourse/redress or is involved in any proceeding under this policy is able to do so without fear of reprisal;
  - (e) to ensure that those in positions of authority communicate this policy to all who come under their jurisdiction.
- 1.3 Periods of time set out in the process described herein may be extended with the consent of all concerned parties. Such an extension of time shall not be the basis of any subsequent grievance.
- 1.4 Sexual harassment is considered by Canadian courts and the various human rights commissions in this country to be a civil wrong and, therefore, the onus and standard of proof shall be the civil "preponderance of evidence" or "on a balance of probabilities" and the burden of proof rests with the complainant(s).

- 1.5 Notwithstanding this policy, individuals have the right to seek the advice and services of the Ontario Human Rights Commission.

## 2. DEFINITIONS

### 2.1.1 Sexual harassment shall include:

- (a) any unwanted attention of a sexually-oriented or gender-oriented nature directed at an individual or group by another individual or group of the same or opposite sex who knows (or ought reasonably to know) that this attention is unwanted, or
- (b) any implied or expressed promise of reward for complying with a sexually-oriented request or advance, or
- (c) any implied or expressed threat of reprisal for refusing to comply with an implied or expressed sexually-oriented request, or
- (d) any behaviour, verbal or physical, of a gender- or sexually-oriented nature that interferes with the academic or work environment of an individual or group or creates an intimidating or hostile atmosphere.

### 2.1.2 Sexual harassment can be psychological or physical and can include, but is not limited to, behaviour such as:

- (a) suggestive or demeaning remarks, jokes or other types of verbal abuse of a sexual or sexist nature directed at an individual or group, or
- (b) engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome, or
- (c) graphic or suggestive comments about an individual's dress or body, or
- (d) leering, or
- (e) the display in the workplace of pornographic objects or pictures, or
- (f) unnecessary touching and/or offensive gestures, or
- (g) compromising invitations, or
- (h) unwanted requests for sexual favours, or
- (i) sexual assault (an offence under the Criminal Code).

- 2.2 "Advisor" means the Sexual Harassment Advisor.
- 2.3 "Committee" means the President's Advisory Committee regarding Sexual Harassment.
- 2.4 "Days" means Monday through Friday when the University is open for business.
- 2.5 With the exceptions as noted throughout the policy, "Supervisor" means:
  - (a) Dean and Department Chair or Director in the case of faculty and other instructional personnel;
  - (b) Supervisor in the case of staff members, and
  - (c) Dean of Student Affairs in the case of students, or the Director of Residence if the incident occurs in Residence and involves students living in Residence.

### **3. STAFFING AND ORGANIZATION**

- 3.1.1 The Sexual Harassment Advisor is appointed by the President and is responsible to the President.
- 3.1.2 The Terms of Reference for this position shall be:
  - (a) To increase awareness of the issue of sexual harassment and of this policy on sexual harassment and to educate the University community through programs developed to address the needs of all the constituencies;
  - (b) To be the official contact in receiving allegations of sexual harassment;
  - (c) To provide a confidential advisory service to any individual or group on complaints of sexual harassment, which may include:
    - (i) hearing the concerns of the complainant;
    - (ii) assisting the complainant in determining if sexual harassment has occurred; and
    - (iii) delineating options for action available to the complainant.
  - (iv) as appropriate, the Advisor may also:



- a. take no further action on a complaint if the complaint is judged to be without basis or, if in the judgment of the Advisor sufficient action has been taken;
  - b. assist in the formulation of a written complaint;
  - c. initiate formal procedures;
  - d. advise the respondent and complainant of their rights and responsibilities under University policy and any relevant law of the land (e.g. Ontario Human Rights Code and the Canadian Criminal Code).
- (d) to provide counseling to Complainants and Respondents;
  - (e) to act as a referral to other agencies;
  - (f) to maintain complete records, as described below in sections 4 and 6.1, and pertinent statistics on all matters of sexual harassment; and
  - (g) to be a member of the Committee;
  - (h) to report annually to the University community through the President. The report will contain statistics on matters relating to sexual harassment while maintaining anonymity and confidentiality.

3.1.3 Annually, the President shall designate a Counselor/Therapist from the Brock University Counseling Centre who will serve as an alternate when the advisor is unavailable.

3.2 The President's Sexual Harassment Advisory Committee is appointed by the President and consists of the Advisor as an ex officio member and four (4) representatives from each of faculty, staff and students, two (2) males and two (2) females, who have an interest in sexual harassment issues and who shall normally serve for two (2) years.

#### **4. INITIATING PROCEDURES**

4.1 Normally, a complaint will be made to the Advisor by an individual or individuals who claim(s) to have been sexually harassed. Vexatious or malicious complaints will be regarded as serious offences by the University and will be dealt with accordingly.

4.2 Any member of the University may raise an issue of behalf of another; however, the Sexual Harassment Advisor shall not proceed with a

complaint unless a complainant agrees, or unless not acting would constitute a threat to the University community.

- 4.3 It is recognized that some individuals may wish to complain initially to their Supervisor or, in the case of students, to a staff or faculty member. When complaints are initiated at this level, the Supervisor, staff or faculty member has the responsibility of maintaining confidentiality and of encouraging the complainant to talk with the Sexual Harassment Advisor. If the complainant does not wish to make this contact, the supervisor, staff or faculty member must notify the Advisor of the complaint immediately and consult with the Sexual Harassment Advisor about any further actions.
- 4.4 Concerns may be discussed with the Sexual Harassment Advisor at any time, but options for action will be limited to complaints brought within six (6) months following the last alleged incident of harassment. Students who have filed a complaint with the Sexual Harassment Advisor may choose to have the complaint held in abeyance until one (1) week after the final date for submission of grades to the Registrar's Office.
- 4.5 If the Advisor decides to open a file that names a respondent in regard to a complaint, the respondent must be informed immediately of the existence of that file.
- 4.6 A file consists of a closed section and an open section. The closed section consists of documents where the confidentiality of the writer must be protected, such as letters solicited in confidence concerning the complaint. An inventory of documents in the closed section will list dates and general subject matter and will be placed in the open section.
- 4.7 The respondent and the appropriate Vice-President are notified that the file has been started. The Vice-President has access to the open and closed portions of the file. During informal procedures, the respondent will have access to only the open portion of the file. The respondent may request and examine excerpts of documents in the closed files provided that the confidentiality of the writer is maintained.
- 4.8 All documents are placed in the file including complaints, mediation records, communications from the respondent and other relevant materials. No anonymous documents are included in the file.
- 4.9 If the complaint is resolved informally, the file will be retained as a confidential document in the Office of the Sexual Harassment Advisor and no reference to its existence will be contained in the respondent's personnel file.

## 5. INFORMAL PROCEDURES

Informal procedures include those followed by the Advisor attempting to resolve complaints with the complainant alone or with only the complainant and the respondent. They are distinguished from formal procedures where other offices or hearing boards are involved. By adopting the term "informal" the University does not imply that the activities of the Advisor have any less support and sanction of the University than the formal procedures.

- 5.1 The Advisor, upon hearing the details of a complaint, will discuss with the complainant the appropriateness of the following options:
- (a) Action on the part of the complainant, such as writing a letter or meeting with the respondent. The complainant shall be advised to document all action and keep copies of all correspondence.
  - (b) The Advisor meeting with the respondent to discuss the complaint. This may be very specific discussion naming the complainant or may involve a more general discussion of the complaint not naming the complainant. Such meetings require several steps:
    - (i) The complainant must sign a written complaint and a release of information. The complainant may instruct the Advisor to withhold information that might identify the complainant.
    - (ii) The Advisor will then meet with the respondent to clarify what took place and will convey back to the complainant, with the written permission of the respondent, any undertakings on the part of the respondent;
    - (iii) If the respondent refuses to meet or fails to respond to the request for a meeting within ten (10) days of the request, the Advisor will report the refusal or failure to respond (not the details of the complaint) to the respondent's Supervisor in writing.
  - (c) If both the complainant and the Advisor are not satisfied with the results of the options described in (a) and (b), or see them as inappropriate in the circumstances, the Advisor may with the agreement of the parties involved proceed to mediation as follows:
    - (i) The Advisor will give to the respondent a copy of the complaint, signed by the complainant.
    - (ii) Only mediator, complainant, and respondent shall participate in mediation meetings.

- (iii) The mediator will ordinarily be the Advisor. However, if either the respondent or complainant objects to this individual serving as mediator, the President shall appoint a new mediator.
  - (iv) The purpose of the mediation will be to achieve a mutually satisfactory resolution. If this is achieved, an agreed upon resolution will be signed by both parties and the mediator. A copy of this Agreement will be provided to each party.
  - (v) The mediator will keep a record of the dates of all meetings with the parties and whether or not the mediation was successful.
  - (vi) Mediation shall be completed within six (6) weeks of the Advisor providing the respondent with the written complaint.
- (d) If the respondent is unwilling to proceed to mediation or if mediation does not result in an agreed upon resolution, the Advisor/mediator will inform the complainant about the remaining options; these may include information on and referral to the University's formal complaint procedure or the Human Rights Commission.
- 5.2 If at any point in processing a complaint the Advisor decides that further intervention is not appropriate, or that informal resolution is not possible, the Advisor shall inform the complainant of his/her right to request, in writing, that formal procedures be initiated (see Section 6).
- 5.3 If the Advisor and the complainant both agree that the options described in section 5.1 are not appropriate, the complainant may proceed directly to formal procedures as described in Section 6.
- 5.4 If at any time the complainant wishes to withdraw the complaint, normally no further action shall be taken and any ongoing process, such as mediation, will immediately end.

## **6. FORMAL PROCEDURES**

- 6.1.1 To initiate formal procedures, the complainant shall provide the Advisor with a written and signed request for a formal hearing including a statement of the complaint.
- 6.1.2 The decision on whether or not to proceed shall be made by the Advisor.

- 6.1.3 If the Advisor upon hearing the details decides to not proceed, the Advisor shall inform the complainant of his/her right to appeal this decision as outlined in Section 7.
- 6.1.4 If the Advisor agrees to proceed, the Advisor shall communicate in writing to the respondent and the President within ten (10) days of receipt of the written request, that formal hearing procedures will be initiated, and will provide a copy of the complainant's written complaint and request for a formal Hearing.
- 6.2 The Advisor will advise both the complainant and the respondent of support services on campus which they may wish to consult.
- 6.3.1 Upon the receipt of a request for formal procedures, a three-member Hearing Panel will be struck by the President.
- 6.3.2 Ordinarily, the Chair of the Committee will serve as the Chair of the Hearing Panel.
- 6.3.3 The other two (2) members will be the Supervisor of the respondent and the Supervisor of the complainant except where both respondent and complainant have the same Supervisor or where the complaint is against the complainant's Supervisor, whereupon an additional Supervisor from the University structure - agreed on by the two members of the Hearing Panel and approved by the President - will complete the Panel. In the case where the respondent and the complainant are both students, the Dean of Student Affairs and the Dean of the Faculty of the respondent's field of study shall comprise the other two members.
- 6.4 Following the establishment of the Hearing Panel, the Advisor will provide the appropriate Vice-President with the file. The Panel, complainant, and respondent shall be permitted to examine the file in the presence of the Vice-President prior to the Hearing.
- 6.5 The Advisor shall not actively participate in any subsequent proceedings but shall be available to the Hearing Panel to clarify any matter relating to the file.
- 6.6 The proceedings of the Hearing Panel will be held in camera and will not be open to the public.
- 6.7.1 Both the complainant and the respondent are entitled to attend the Hearing and to bring one (1) faculty, staff or student member of Brock University. In the event that one party does not appear at the meeting, despite reasonable notice (at least ten (10) days), the Panel may proceed with the Hearing in his/her absence.

- 6.7.2 Attendance at the Hearing of any persons other than the parties, their colleague and witnesses called by a party to the Hearing for the purpose of giving relevant information is at the discretion of the Hearing Panel.
- 6.8 Both parties and the Panel may present information and question witnesses as follows:
- (a) The Chair will require prior notice as to witnesses and will provide advance notification of the names of witnesses to each party.
  - (b) Witnesses will be present only when giving their testimony.
- 6.9 The Chair is responsible for ensuring that the Hearing is concluded as expeditiously as possible, and within a period not to exceed sixty (60) days from the date of notification that formal hearing procedures will be initiated (see 6.1.5).
- 6.10.1 The decision of the Hearing Panel need not be unanimous, but at least two (2) votes shall be required to sustain the complaint.
- 6.10.2 Within ten (10) days of the conclusion of the hearing, the Hearing Panel shall submit a written decision and recommendations regarding penalties and remedies, if any, to the parties, the President and appropriate Vice-President.
- 6.10.3 Penalties and remedies for:
- (a) persons in the employ of the University may include, but shall not be limited to, reprimand, adjustment of salary, suspension and dismissal.
  - (b) persons registered as students of Brock University may include, but shall not be limited to reprimand, suspension and expulsion.
- 6.11 After formal resolution of the complaint, the file will be placed in the respondent's official personnel file maintained in accordance with existing policies, agreements or contracts with the various University groups.

## **7. PROCEDURES FOR APPEALS AND GRIEVANCE OF FORMAL DECISIONS**

If, through the Informal Procedures and the Formal Hearing Panel, the matter is not resolved to the satisfaction of the complainant or the respondent, either of them will have recourse to the grievance or appeal procedure for his/her

constituency: i.e., the grievance procedure for faculty under the BUFA Collective Agreement; the grievance procedure for unionized staff under the CUPE Collective Agreement; the grievance procedure for staff as approved by the Board of Trustees; the appeal procedure for students as approved by the Board of Trustees.

October, 1991

**BROCK UNIVERSITY**

**A Policy on the Accommodation of Persons  
With Disabilities In Employment Opportunities**

**1. PREAMBLE**

The Brock University Mission Statement asserts in its section on University Personnel that the University will "implement fair and progressive employment policies for all University personnel" and will "increase the number of people from visible minority groups, Canadian Native Peoples and those with disabilities, in both academic and non-academic positions". The University is addressing this aspect of its Mission through its Employment Equity Policy (approved November, 1992) and the plan derived from that policy. One part of the plan is the commitment to addressing the accommodation needs of persons with disabilities.

The Ontario Human Rights Code defines disabilities in Section 10 (1). The Code requires that persons whose disabilities preclude them from fulfilling the essential duties or requirements of their jobs, or who cannot meet bona fide and reasonable occupational requirements be accommodated with respect to employment unless the accommodation causes Brock University undue hardship.

Accommodation in employment enables the employee to perform the duties and fulfill the requirements of the job and to participate in training and career development opportunities at the University.

This policy describes how the University will meet its responsibilities with regard to reasonable accommodation. However, it is recognized that for any accommodation to be successful the person with a disability and co-workers also have a responsibility to be cooperative and accommodating.

The following statement, therefore, takes into account the University's Mission Statement and the requirement of the Ontario Human Rights Code, 1990, which calls for the reasonable accommodation of employees and applicants for employment with a disability.

**2. APPLICATION AND SCOPE**

This policy applies to all employees and applicants for employment who have a disability requiring accommodation.



For the purpose of this policy, accommodation is defined as adjustments or steps taken in order to meet the needs of a disabled person which permit the disabled person to perform his/her job duties and to participate in employment activities.

### **3. PRINCIPLES**

1. Accommodations assist in the inclusion of persons with disabilities into employment activities.
2. Individuals are to be accommodated in ways which respect their dignity.
3. Accommodation is to be made only for those needs disclosed by the employee or applicant which directly relate to employment.
4. Accommodation needs are to be addressed in a way that is consistent with responsible financial management and does not pose an undue hardship on the University.

In accordance with these principles, such reasonable accommodation will be made individually, to meet the specific needs of individual employees and applicants and systematically, to make the University as a whole accessible to employees and applicants with disabilities and to meet the requirements of the University's Employment Equity Policy.

The purpose of reasonable accommodation is to enable a person to perform at least the essential requirements of the job that is posted. The essential requirements are core functions which are significant in terms of time, frequency, productivity or importance. The University is not required to create a job or so significantly alter a job as to have a different job in order to accommodate an applicant or an employee.

An employee or applicant who requires an accommodation must inform the University of this requirement and, furthermore, he/she is obligated to cooperate with the University in the provision of any accommodation. Persons with disabilities should be consulted individually in determining what accommodation is required to meet their needs and it is desirable that these needs be identified at the earliest possible stage in the recruitment process.

This Policy will be publicized to the University community.

### **4. ADMINISTRATIVE RESPONSIBILITY FOR ACCOMMODATION**

The University has adopted the following procedure to accommodate employees who have a disability:

1. Providing for accommodation is the joint responsibility of the department or faculty/division where the individual is or would be employed, Human Resources, and other University administrative departments, as appropriate.
2. Every attempt will be made to respect the individual's wishes with respect to confidentiality. However, it is recognized that knowledge of the disability by co-workers can have a positive influence on successful accommodation.
3. The person with a disability may contact either his/her supervisor or the Employment Equity Coordinator in Human Resources to discuss his/her accommodation needs. In turn, the individual's supervisor, or potential supervisor, Director or Dean together with Human Resources staff will consult to discuss the nature of any constraints occasioned by the disability and how the individual can most appropriately be accommodated within the principles of this policy. Sources of funding external to the University to assist with the cost of the accommodation, if any, may be investigated at this point. Consultative input can be sought from the Benefits Officer or the Occupational Health and Safety Officer in Human Resources or from the Coordinator for Students with Special Needs or from others with the appropriate expertise.

The University may require supporting documentation from appropriate health care professionals outlining the nature of the disability, the employee's job related capabilities and limitations, and the nature of the specific recommended accommodation.

4. If funds are required to pay for services, equipment or other modifications, which exceed funds available to the individual's faculty or department, a written request should be forwarded from the Dean or Director to the Associate Vice-President, Administration. This request should include the type of accommodation required, the approximate cost of such accommodation, and its intended purpose. The Associate Vice-President, Administration will review the request and, if appropriate, approve it and allocate the funds to the respective Faculty or department from a centralized budget source.
5. Accommodations required due to temporary disabilities or work-related injuries will be handled by Human Resources staff or by others with the appropriate expertise.

May, 1994

## Appendix D

Wage Settlement (July 1, 2004 to June 30, 2007)

**Instructors:**

	<b>Half-Course Stipend</b>	<b>Full-Course Stipend</b>
July 1, 2004	\$4,544	\$9,088
July 1, 2005	\$4,772	\$9,544
July 1, 2006	\$5,059	\$10,118

Note – the above rates include 4% vacation pay.

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

Teaching Assistants, Course Coordinators and Lab Demonstrators 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 48 hours per half credit course appointment or 96 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>Half-Course Stipend (48 Nominal Hours) TAs &amp; Coordinators</b>		<b>Full-Course Stipend (96 Nominal Hours) TAs &amp; Coordinators</b>	
	<b>Graduate Rate</b>	<b>Under-Grad Rate</b>	<b>Graduate Rate</b>	<b>Under-Grad Rate</b>
	July 1, 2004	\$883	\$693	\$1,766
July 1, 2005	\$945	\$720	\$1,890	\$1,440
July 1, 2006	\$1,020	\$756	\$2,040	\$1,512

	<b>Hourly Rates TAs/Coordinators/Demonstrators</b>	
	<b>Graduate Rate</b>	<b>Under-Grad Rate</b>
	July 1, 2004	\$18.38/hour
July 1, 2005	\$19.67/hour	\$15.00/hour
July 1, 2006	\$21.25/hour	\$15.75/hour

Note – the above rates include 4% vacation pay.

**Graduate Student Teaching Assistantship:**

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

<b>Graduate Student Teaching Assistantship</b>		
	<b>Stipend</b>	<b>Hourly Rates</b>
July 1, 2004	\$2,206	\$18.38/hour
July 1, 2005	\$2,361	\$19.67/hour
July 1, 2006	\$2,550	\$21.25/hour

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 years of a undergraduate honours degree.

*Second Year Complete Rate* – Paid to employees who have completed the second year of a undergraduate degree.

*First Year Complete Rate* – Paid to employees who have completed the first year of a undergraduate degree.

	<b>Undergraduate Rates</b>			<b>Graduate Rates</b>	
	<i>First Year Complete</i>	<i>Second Year Complete</i>	<i>Third Year Complete</i>	<i>Undergraduate Complete</i>	<i>Masters Complete</i>
July 1, 2004	\$11.30/hour	\$11.99/hour	\$13.64/hour	\$14.96/hour	\$17.36/hour
July 1, 2005	\$11.76/hour	\$12.47/hour	\$14.19/hour	\$16.01/hour	\$18.58/hour
July 1, 2006	\$12.35/hour	\$13.10/hour	\$14.90/hour	\$17.30/hour	\$20.07/hour

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.

