



# ***TERMS and CONDITIONS of EMPLOYMENT***

between

**BRESCIA UNIVERSITY COLLEGE**

(hereinafter called “Brescia” or “the Employer”)

and

**BRESCIA UNIVERSITY COLLEGE**

**STAFF ASSOCIATION**

(hereinafter called “the BUCSA” or “the Staff Association”)

**May 1, 2019 to April 30, 2023**

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## 1 Preamble

Negotiations between the Staff Association and Brescia were carried out in the spirit of collaboration and mutual respect. The parties have agreed to a four-year Agreement, which will allow both parties the greater ability to plan for the future. Unless otherwise indicated, all items in agreement will be effective May 1, 2019.

## 2 Length of Agreement

This Agreement covers the four-year period, May 1, 2019 to April 30, 2023.

## 3 Purpose of Terms and Conditions of Employment

This document contains all working conditions and terms of employment that have been agreed to between the parties and that are currently in effect.

## 4 Recognition Statement

Brescia University College recognizes the Brescia University College Staff Association as the representative for all employees who belong to the Staff Association concerning salary, benefits, conditions of employment and related matters. Membership in the Staff Association is a condition of employment for all probationary, regular fulltime, and regular part-time employees in staff positions. It does not apply to employees on limited term contracts, student assistants, markers, or to casual employees of Brescia. Association dues will be deducted by Brescia and will be deposited into the Staff Association account.

The following three (3) positions will be excluded from the BUCSA Terms and Conditions of Agreement for the purposes of membership only: Executive Assistant to the Principal, Executive Assistant to the Vice-Principal and Academic Dean, and the Payroll and Benefits Officer.

## 5 Definitions

**Academic Term:** Refers to the Fall Term (September to December), the Winter Term (January to April), or the Summer Term (May to August).

**Academic Year:** September 1 to August 31.

**Anniversary Date:** Date of most recent hire.

**Association:** Refers to Brescia University College Staff Association.

**Brescia Administration:** Shall mean any individual that holds that title of Vice Principal or Director.

**Brescia University College:** Shall also be referred to as "Brescia" or "the Employer"

**Brescia University College Staff Association:** Shall also be referred to as "BUCSA" or "the Staff Association"

**Callback:** An authorized period of time, where an employee who has left his/her place of work and is subsequently called back to work prior to the starting time of his/her next scheduled shift

**Casual Employees:** Employees working less than 15 hours per week

**Contract Year:** May 1 to April 30.

**Days:** Working days.

**Dependent:** A dependent daughter shall be the employee's natural, adopted or step child who is unmarried, 25 years of age or less and dependent on the employee for financial care and support. Unmarried children over the age of 25 and who are financially dependent on the employee because of infirmity, either physical or mental, will also be considered dependent.

**Employee:** A member of the Brescia University College Staff Association and a person covered by this Agreement unless specifically indicated otherwise by the terms of this Agreement.

**Employer:** Refers to Brescia University College.

**FCE:** Full credit equivalent course (1.0 credit)

**Full-time Employee:** An employee who works a regularly scheduled work day of 7, 7.5 or 8 hours with a corresponding regular work week of 35, 37.5 or 40 hours for 12 months of the year.

**Full-time Seasonal Employee:** An employee who works a regularly scheduled workday of 8 hours with a corresponding regular work week of 40 hours for a designated part of the year (e.g. – August 15 to May 15). Employees in a full-time seasonal position are considered to be part-time employees.

**Job Analysis Questionnaire:** All staff positions shall have a Job Analysis Questionnaire (JAQ), which shall describe the duties and responsibilities of a job. The Supervisor shall be responsible for updating the JAQ in consultation with the incumbent in the role. For positions that are new, the Supervisor will develop that JAQ in consultation with the Director of Human Resources. The JAQ is the official document used for evaluating the level for the position and for the Job Evaluation Committee to review.

**Job Description:** Staff positions may have a job description, which shall indicate the duties and responsibilities of that job. The Director of Human Resources, in consultation with the appropriate department head and the staff member, authorizes changes in job descriptions and the creation of job descriptions for new positions. If available, job descriptions are available upon request from the Director of Human Resources.

**Member of Immediate Family:** Refers to the employee's spouse/partner, child, spouse/partner's child, employee's father/mother, spouse/partner's father/mother, brother, sister, stepfather or stepmother or foster child.

**Non-Special Projects:** Work that has been included within the normal range of duties of staff in one or more departments that is continuing in nature and that is non-optional for the continued operation of Brescia.

**Overtime:** An authorized period of work performed on a scheduled working day in addition to the regular working period, or performed on a regular day off

**Parties:** Shall refer to Brescia University College and the Brescia University College Staff Association.

**Part-Time Employee:** An employee who works fifteen (15) or more regularly scheduled hours per week but less than full-time hours. Normally part-time employees work for twelve months of the year. For the purpose of this Agreement, employees in full-time seasonal positions will be considered part-time employees.

**Personal Time:** Is available for use when an employee has a planned or elective absence. Examples include, but are not limited to: annual physicals, dental checkups, illness of a family member, maternity/specialist appointments, and religious days not observed by Brescia, etc.

**Regular Salary:** Refers to an employee's salary exclusive of overtime, stipends or other adjustments

**Sick Time:** Is available for use when an employee has a sudden and unexpected illness or injury and/or any doctor's appointment that results from the illness or injury, including but not limited to: influenza, broken bones, sprains, migraines, strep throat, etc.

**Supervisor:** Refers to anyone in the position of Supervisor, Manager, Director, Vice-Principal, Principal, Academic Dean or Division Chair.

**Staff Association:** Refers to Brescia University College Staff Association.

**UWO:** Refers to Western University.

## **6 Respectful Workplace**

- 6.1 Brescia University College and the Brescia Staff Association jointly affirm that every employee at Brescia shall be entitled to a respectful workplace in which all individuals are treated with respect and dignity.
- 6.2 The parties agree that a respectful workplace is one that is free from workplace harassment and workplace violence as defined and described in the relevant sections of the Ontario Occupational Health and Safety Act. The parties acknowledge Brescia's policies on Harassment and Discrimination, Workplace Violence and Sexual Violence. The parties also affirm that a respectful workplace protects the right of every employee to be free from discrimination, as defined and outlined in the Ontario Human Rights Code.
- 6.3 Brescia University College and the Brescia Staff Association will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.
- 6.4 Employees in violation of this may be subject to progressive discipline as outlined in Article 13, Section 13.3.

## **7 Management Rights Clause**

- 7.1 It is the desire of both the Employer and the Brescia Staff Association to establish and maintain positive relations. Both parties recognize their positions as equals when negotiating wages, benefits and the terms and conditions of employment.

- 7.2 Both parties recognize that items negotiated between the parties cannot be unilaterally changed but may only be changed in whole or in part if the parties mutually agree to renegotiate.
- 7.3 The Brescia University College Staff Association recognizes that the management and direction of employees is the exclusive right and responsibility of the Employer except as limited by the express provisions of any agreements between the parties. Without restricting the generality of the foregoing, the Association acknowledges it is the exclusive function of the Employer to:
- a. Maintain order, discipline and efficiency;
  - b. Hire, assign, retire, direct, promote, classify, lay off, recall employees, and to expand or reduce the size of the workforce;
  - c. Discharge, suspend or otherwise discipline non-probationary employees for just cause;
  - d. Discharge, suspend or otherwise discipline probationary employees;
  - e. Determine the qualifications for and requirements of a position and the standards of work to be performed;
  - f. Expand, reduce, alter, combine, transfer, or cease any position, department, operation, or service;
  - g. Determine the machinery and equipment to be used, the specifics of assigned work, the methods and techniques of work, the standards of performance, the schedules of work, and the number of personnel to be employed;
  - h. Establish, enforce, and alter from time to time rules, regulations and policies to be observed by employees.
- 7.4 The Parties are in agreement that policies need to be implemented consistently for all Brescia employees. However, there are times that policies need to be updated and/or changed. Brescia retains the right to create and alter a wide range of policies that do not involve negotiated benefits and working conditions. Where appropriate, Brescia will continue to collaborate and seek input from the Staff Association when creating and revising policies.
- 7.5 The Employer will exercise the foregoing rights in a manner that is fair, reasonable and consistent with the terms and provisions of this Agreement.
- 7.6 An allegation that the Employer has violated the specific terms of this Agreement through the exercise of its management's rights is a claim that is properly resolved through the grievance and arbitration process.

## **8 Staff Relations Committee**

The Staff Relations Committee (SRC) is a standing committee whose purpose is to facilitate open dialogue on an ongoing basis between Brescia Administration and the Staff Association, as well as to maintain mutual cooperation and respect. The SRC is responsible for discussing interpretation of the Terms and Conditions of Employment and other issues of common concern to both the Employer and the Staff Association. The activities of the SRC shall be governed by the committee's Terms of Reference (See Appendix C for the SRC Terms of Reference).

## **PART A - TERMS OF EMPLOYMENT**

### **9 STAFF HIRING PRACTICES**

#### **9.1 Principles**

- 9.1.1 Brescia searches for and engages the employee who is best qualified for each job that becomes available.
- 9.1.2 Brescia is committed to employment equity and considers the applications of all qualified candidates.

#### **9.2 Advertising**

- 9.2.1 Jobs are made available to all BUCSA members via an accessible web-based system (i.e. currently OWL). If advertising externally, the job will also be posted on Brescia's public website.
- 9.2.2 When advertising externally, jobs may also be posted through other appropriate channels as determined by the Director of Human Resources and the hiring supervisor.
- 9.2.3 Internal advertising will be posted five days in advance of any external posting. The 5 day advance posting period may be reduced if agreed to by the Staff Association President or designate. In addition, the requirement to advertise a vacancy internally for 5 days prior to or concurrently posting the vacancy externally shall be waived with the agreement of the Staff Association President or designate.

#### **9.3 Process for Hiring**

- 9.3.1 These procedures are used for all full-time and part-time positions covered by this Agreement.
- 9.3.2 A job description and/or Job Analysis Questionnaire (JAQ) will be provided for each job.
- 9.3.3 A Selection Committee is set up by the hiring supervisor in consultation with the Director of Human Resources. The hiring supervisor or the Director of Human Resources shall Chair the Selection Committee. This committee will include:
  - The hiring supervisor of the position
  - One staff member (member of the Staff Association)
  - Director of Human Resources, if appropriate
  - Any other members as determined by the Chair of the Selection Committee and/or the Director of Human Resources
- 9.3.4 The size of the committees will vary according to the complexity of the positions.

#### **9.4 Procedure for Selection Committee**



- 9.4.1 All applications will be made available to all members of the committee.
  - 9.4.2 All qualified internal applicants shall be granted interviews.
  - 9.4.3 The committee, guided by the hiring supervisor and the Director of Human Resources (if applicable), will establish and follow an appropriate procedure for selection, including development of a short list, interview content and approach, and approach to selection of a preferred candidate.
  - 9.4.4 The references of the preferred candidate will be checked.
  - 9.4.5 Following a successful reference check, the Selection Committee's recommendation will be sent to the applicable Vice-Principal for approval and forwarded to the Director of Human Resources in order to prepare an offer of employment.
  - 9.4.6 All information related to any applicants, interview questions and discussions by the Selection committee will be kept confidential and forwarded to Human Resources.
- 9.5 **Communication following Hiring**
- 9.5.1 After a position has been filled, the Hiring Manager or Co-Chair of the Selection Committee will personally communicate with all internal applicants that the position has been filled.
  - 9.5.2 After a position has been filled, the Hiring Manger will send out a communication to all staff and faculty welcoming the new employee to Brescia.
- 9.6 **Agreement**
- 9.6.1 The new employee is required to sign an Offer Letter that outlines hours, remuneration, benefits and probationary period. A copy of the JAQ will be provided to the employee. A signed copy of the Offer Letter will be filed in the employee's personnel file.
- 9.7 **Information**
- 9.7.1 The Payroll & Benefits Officer or the Director of Human Resources will provide the employee with all pertinent information about payroll deductions, vacation, benefits etc.
  - 9.7.2 Each new employee will be issued copies of this Agreement.
  - 9.7.3 The Payroll & Benefits Officer or the Director of Human Resources will provide the Staff Association Membership Committee Chair with the name of all new hires eligible for membership in the Staff Association within one week of the start date.

## 9.8 Staff Probation Periods

- 9.8.1 All newly hired staff are subject to a three month probationary period. During this probationary period, employees are subject to termination without notice or pay in lieu of notice.
- 9.8.2 Notwithstanding the probationary period, a supervisor may recommend the termination of a probationary staff member at any time who during the probation period is not learning the required skills and is not performing in a satisfactory manner.
- 9.8.3 A recommendation of termination by a supervisor will be made to the applicable Vice-Principal with ultimate responsibility for the staff member. Prior to taking the recommendation to the applicable Vice-Principal, the supervisor will discuss the reasons for termination with the Director of Human Resources.
- 9.8.4 If the applicable Vice-Principal approves the recommendation to terminate, either the supervisor or the Vice-Principal will inform the staff member in writing outlining the reasons for termination.
- 9.8.5 The decision to terminate an Employee during the probationary period cannot be grieved. This includes terminations that occur during any extended probationary periods.
- 9.8.6 An extension of the three month probationary period must be done in consultation with the Director of Human Resources. There must be valid reasons for the extension and its length must be communicated to the employee in writing. The supervisor, Director of Human Resources and probationary employee must all sign the probation extension. Written reasons and a copy of the probation extension agreement shall be placed in the employee's personnel file and a copy provided to the probationary employee. The extension period cannot extend beyond six months from the initial hire date.
- 9.8.7 If, at the completion of the extended probationary period a recommendation is made to terminate by the supervisor to the applicable Vice-Principal and the Vice-Principal approves the recommendation, either the supervisor or the Vice-Principal will inform the staff member in writing of the reasons for termination.
- 9.8.8 When an extended probationary employee is terminated for reasons unrelated to discipline, Brescia will give the employee advance notice or pay in lieu in accordance with the current Employment Standards Act on "*Periods of Statutory Notice.*"
- 9.8.9 At the completion of the extended probationary period, if the staff member's progress and performance is deemed satisfactory and if the position is still deemed necessary, the staff appointment will be confirmed in writing.

## 9.9 Staff Hiring Policies and Practices

- 9.9.1 Positions that are part-time and are re-designated to full-time hours do not require advertising or posting. (This does not apply to a part-time employee moving into a full-time vacancy).
- 9.9.2 A Brescia employee who has been selected to fill a vacant or newly created staff position within Brescia University College will have a one (1) month period to return to their original position (or a similar one).
- 9.9.3 Brescia may consider utilizing existing staff in temporary assignments or vacancies of limited duration (to a maximum of 12 months with the possibility of renewal with the consent of the parties) in order to meet temporary staffing needs. These temporary assignments or vacancies may include anticipatory leaves, unpaid leaves of absence, short/long-term disability, or other circumstances.
- 9.9.4 Human Resources must be consulted in the initial stages of the process before any commitments are offered or made.
- 9.9.5 A regular full-time member who is interested in this type of opportunity requires the consent of both the home Department Supervisor and the temporary Department Supervisor or appropriate Director/Vice-Principal. The decision to approve will be based on departmental operational needs.
- 9.9.6 Any member who is temporarily assigned to a higher classification shall be paid at the appropriate step as determined by the Director of Human Resources in consultation with the Director/Vice-Principal.
- 9.9.7 All arrangements pertaining to a temporary assignment shall be documented and filed with Human Resources.
- 9.9.8 At the end of the temporary assignment, the member returns to their position in their home department.
- 9.9.9 Time spent in the temporary position will count towards seniority and progression through the pay grid in the member's permanent role.

## 10 CONFIDENTIALITY

### 10.1 Policy Governing the Release of Employee Information

- 10.1.1 Policy relating to the release of information pertaining to employees at Brescia University College is intended to protect the employee's right to privacy and confidentiality concerning the employee's employment record.
- 10.1.2 Brescia undertakes to keep the employee's record confidential and unavailable to unauthorized persons.

10.1.3 All staff members must respect confidential employee information, which they acquire in the course of their work.

**10.2 Disclosure Limitations**

10.2.1 The employee agrees that her/ his information is available only to the Payroll Department, Director of Human Resources and Principal and they will not disclose information specific to the employee except as required by law, to professional advisors, or ancillary to a grievance or hiring.

10.2.2 Confirmation of dates of employment and job classification (position title) at Brescia may also be released without the employee's consent.

10.2.3 The employee may, by written request, authorize that specific information be released.

**11 STAFF PERFORMANCE APPRAISALS**

**11.1 Policy on Staff Performance Appraisals**

11.1.1 A formal written appraisal for each staff member is to be undertaken by the staff member's immediate supervisor once a year. The timing of the appraisal meeting will be determined by the supervisor.

11.1.2 The supervisor will discuss the contents of the appraisal with the staff member.

11.1.3 A Performance Appraisal will be conducted for an extended probationary staff member at the end of the extended probation period by the staff member's immediate supervisor or as outlined in the extended probationary agreement. Such performance appraisal(s) will follow the procedures detailed in Article 11.2.

**11.2 Administrative Procedure for Staff Performance Appraisals**

11.2.1 The formal written Performance Appraisals will be conducted according to the following procedures.

11.2.2 The supervisor will initiate the procedure by completing the appropriate Brescia Performance Appraisal Form.

11.2.3 The written appraisal will be reviewed and fully discussed with the staff member at the time of the appraisal.

11.2.4 The staff member is to be afforded the opportunity to record on the document any brief comments or additional observations that the staff member feels are warranted.

- 11.2.5 The supervisor and staff member must sign the form to confirm that its contents have been reviewed and discussed.
- 11.2.6 A copy of the completed Performance Appraisal will be forwarded to Human Resources for filing in the member's personnel file. Both the staff member's supervisor and the Director or Vice-Principal to whom the supervisor reports will review these Performance Appraisals.

## **12 GRIEVANCE PROCEDURES**

- 12.1 The *Terms and Conditions of Employment* document and other Brescia policies detail the ways in which decisions affecting staff employment are made at Brescia University College.
- 12.2 When an issue arises involving, the application or interpretation of this agreement, staff members and administration will make a reasonable effort to resolve the issue promptly by informal means.
- 12.3 A grievance is a claim in writing that there has been a violation, misinterpretation or improper application/administration of procedures detailed in the current documents: *Terms and Conditions of Employment* or other Brescia policies by a member of the Brescia administration.
- 12.4 A grievance can only be lodged by the Brescia University College Staff Association on behalf of an individual staff member or on behalf of a group of staff with common interest in the decision/interpretation in question.
- 12.5 A staff member on whose behalf a grievance has been filed will be accompanied and represented at all stages of the grievance procedure by a delegated representative of the Staff Association.
- 12.6 This procedure shall be without prejudice to employment.
- 12.7 A staff member will not lose pay for any time her/his presence is required at any step in the grievance procedure.
- 12.8 **Step 1: Informal Grievance Procedure**
  - 12.8.1 The first step in informally resolving the issue will be a meeting between the staff member and his/her supervisor.
  - 12.8.2 At the time of such a meeting, the staff member has the right to be accompanied by a representative of the Staff Association if she/he so wishes. The Staff Association representative chosen must get permission from her/his supervisor prior to leaving her/his work area to attend such meetings. Permission for Staff Association representatives to attend will not be unreasonably denied.

12.8.3 If the supervisor and staff member do not resolve the issue, the staff member may choose to initiate a grievance procedure.

**12.9 Step 2: Formal Grievance Procedure**

12.9.1 Everyone concerned will make a reasonable effort to resolve grievances as promptly as possible. The time limits detailed in this procedure are subject to reasonable adjustment due to the legitimate absence from Brescia of one or other parties involved or on the written agreement of both parties. For the purposes of a formal grievance, the official parties are Brescia University College and the Staff Association. The “griever” refers to the person or persons on behalf of whom the grievance has been filed.

**12.9.2 Step 1: Meeting with Department Manager**

12.9.3 A grievance must be submitted in writing using the BUCSA Grievance form to the member of the administration responsible for the department in which the griever works, as well as to the BUCSA President within 20 calendar days of the event or decision that has given rise to the grievance. Written notice of grievance will specify which provisions of the *Terms and Conditions of Employment*, or other Brescia policies are considered to have been misapplied or misinterpreted, the date on which the grievable event occurred, and the remedy proposed for the breach.

12.9.4 The Department Manager who receives the grievance will inform the Director of Human Resources and the applicable Vice-Principal with ultimate responsibility for the department (if a Vice-Principal is not the department head) and together they will meet with the griever and a member of the Staff Association within 10 calendar days. If there is no resolution of the grievance, a written response outlining the reasons will be provided to the Staff Association within 10 calendar days.

**12.10 Step 2: Meeting with the Principal**

12.10.1 Should Step 1 not produce satisfactory results and the Staff Association chooses to continue the process, the Staff Association will send a written statement to the Principal within 15 calendar days of receiving the Step 1 reply. This statement will include the same information listed in 12.9.3 above, along with the date on which the meeting referred to in 12.9.4 above was held, the date on which the Step 1 reply was received, and a copy of the Step 1 response.

12.10.2 The Principal will meet with the griever and Staff Association representative within 10 calendar days of receiving the notice of grievance. In the event of a collective/group grievance, the composition of the staff contingent must be communicated to the Principal beforehand. The Principal may invite others to the meeting, as she sees fit.

12.10.3 A person agreeable to both parties will keep minutes.

12.10.4 The parties will make a reasonable attempt to resolve the grievance. If this does not happen, the Principal will provide the reasons in writing to the Staff Association within 10 calendar days of the meeting.

**12.11 Step 3: Mediation**

12.11.1 If a grievance involving a matter that is grievable is not settled in Step 2, the Staff Association is entitled to mediation. Should the Staff Association choose to have mediation, a request in writing will be made to the Principal within 10 calendar days of receipt of the notice from the Principal advising of lack of resolution at Step 2.

12.11.2 The Principal will arrange for the formation of a Mediation Committee within 15 calendar days of receiving this request.

**12.12 Composition and Procedures of Mediation Committee**

12.12.1 The Mediation Committee will have three members:

- 1 staff member selected by the Staff Association
- 1 member of the administrative staff selected by the Principal
- 1 third party Mediator with training and experience, selected by the other two members from a list which will be created and reviewed periodically by the Staff Association and Brescia administration.

12.12.2 The Mediator will serve as Chair.

12.12.3 The Chair, in consultation with the other committee members, will determine the procedures to be used in addressing the grievance.

12.12.4 The Mediation Committee may consider documentation from previous steps.

12.12.5 The Mediation Committee will work closely with the affected parties towards a shared understanding of the grievance and a shared solution.

12.12.6 The Mediation Committee will work as expeditiously as possible and will complete their work in not more than 20 calendar days after the committee's formation.

12.12.7 If agreement is reached, the Chair will forward a report (signed by both parties and the griever) to the Principal and to the Staff Association.

12.12.8 If agreement is not reached, the Chair will forward to the Principal and to the Staff Association a report that gives the outcome of the mediation and indicates the remaining obstacles to agreement.

### **12.13 The Cost of Mediation**

12.13.1 The cost of mediation will be shared equally by Brescia University College and the Staff Association.

#### **12.13.2 Step 4: Binding Arbitration**

12.13.3 Should agreement not be reached by mediation, the Staff Association may, within 10 calendar days of the mediation, send written notice to the Principal requesting binding arbitration. The Principal also has the option of requesting arbitration and, if this is the case, will inform the Staff Association.

#### **12.13.4 Selecting the Arbitrator**

12.13.5 Brescia University College, in consultation with the Staff Association, will create and periodically review a list of four potential arbitrators. They will be individuals experienced in arbitration procedures, preferably with extended experience in a university environment.

12.13.6 Within 10 calendar days of a request for arbitration, the Principal will arrange for the services of a single arbitrator. The arbitrators will serve on a rotating basis according to the order in which they are listed. If an arbitrator is not available or agreeable to commence the arbitration meeting within 60 calendar days of being notified of the requested appointment, the next person on the list shall be selected, and so on, until one of those on the list is available. The parties may, by mutual consent in writing, select a listed arbitrator out of turn or select an arbitrator not on the list.

12.13.7 An arbitrator will not be chosen who has been involved with or has attempted to negotiate or settle the grievance or who has any other conflict of interest.

#### **12.13.8 Role of the Arbitrator**

12.13.9 The arbitrator will inform the parties to the grievance in writing, at least 30 calendar days in advance, of the time and place of the arbitration.

12.13.10 The arbitrator will determine the procedures that are to be used at the meeting and will decide what documentation can be presented, guided by principles of fairness and natural justice.

12.13.11 The arbitrator will have authority to arbitrate only the issues detailed in the earlier steps of the grievance procedure.

12.13.12 The decision of the arbitrator will be final and binding upon Brescia, the Staff Association, and the griever.



12.13.13 The arbitrator will provide a decision in writing to the Principal and the Staff Association within 10 calendar days of the completion of the arbitration meeting.

**12.13.14 Arbitration Meeting**

12.13.15 At the arbitration meeting, both parties will have the right to present evidence and to speak in support of their position on the grievance. Each party may call witnesses with relevant information and witnesses may be questioned by both parties.

12.13.16 Either party may be represented by legal counsel.

12.13.17 The arbitration meeting will be closed. Only individuals directly involved in the grievance, witnesses, representatives of the Staff Association or legal counsel may be present.

**12.14 Costs**

12.14.1 The cost of the arbitrator will be shared equally by Brescia and the Staff Association.

12.14.2 The parties will pay their own expenses of appearing at the arbitration hearing including the costs of their own legal counsel.

**13 DISCIPLINE AND DISMISSAL FOR CAUSE**

**13.1 Scope and principles**

13.1.1 Staff of Brescia University College play important roles in the smooth functioning of Brescia. All staff members are expected to fulfill the conditions of their contracts and their job descriptions, to follow all Brescia policies and to perform their work with a high degree of effectiveness and energy.

13.1.2 The procedures outlined in this section are intended to supplement the procedures in place for Staff Performance Appraisals and to facilitate communication between staff and their supervisors. It is intended that supervisors have clear and realistic expectations of staff and that staff will be given consistent and timely advice on how they can improve their job performance.

13.1.3 The Supervisor's responsibility in the disciplinary procedure will consist of:

- Identifying the performance problem;
- Correcting improper conduct or performance;
- Cautioning all employees that failure to conform with established rules and standards is subject to discipline;
- Enforcing the rules and safety practices of Brescia in a consistent and timely manner;
- Ensuring that the responsibilities of the job are carried out;

- Advising the disciplined employee that repeated infractions will lead to further discipline up to and including dismissal.

13.1.4 Medical disability shall not be a cause for discipline.

### 13.2 Informal measures

13.2.1 Staff members and their supervisors are encouraged to have informal discussions about job performance whenever either feels that such a discussion will be worthwhile. Supervisors should be supportive and considerate of staff, but have a responsibility to bring performance shortcomings to the attention of staff without delay.

13.2.2 Supervisors and staff members are encouraged to keep a record of informal discussions held with individual staff members but these records do not form part of the staff members personnel file.

13.2.3 These informal discussions are also referred to as coaching or counseling sessions and are not considered part of the disciplinary process.

### 13.3 Progressive Discipline

13.3.1 Progressive discipline is the concept of discipline where there are progressively stronger penalties for repeated offences. When the staff member persists in inappropriate behaviour, progressively more severe discipline is imposed in order to reinforce the supervisor's concern as well as to provide the employee with ample opportunity to improve before the staff member is dismissed.

There are four basic steps in the application of progressive discipline:

- (1) verbal warning
- (2) written warning
- (3) suspension (removal from employment without pay)
- (4) dismissal

Brescia reserves the right to initiate discipline at any step depending on the circumstances and/or severity of the conduct and/or behaviour.

13.3.2 A staff member who is to be disciplined will receive written notification from the supervisor advising that a meeting will take place to discuss the staff member's performance. The staff member can provide a copy of the letter to the Staff Association if she/he chooses to.

13.3.3 A staff member who is being disciplined is entitled to have a Staff Association representative present at the time the disciplinary action is imposed. Employees will be notified of this right before any meeting at which discipline is to be discussed or imposed.

13.3.4 Except for serious infractions or infractions that may expose Brescia to liability, disciplinary records which are more than two years old will not be relied upon by Brescia in taking disciplinary action provided that no further disciplinary action of any nature has occurred during the two year period.

13.3.5 In the event that the results of any investigation deny the allegations leading to the discipline, all records of the investigation shall be removed from the employee's personnel file and kept in a separate secure location.

#### **13.4 Verbal warnings**

13.4.1 A supervisor who has a concern with a staff member's performance may issue a "verbal warning." A verbal warning will state clearly what aspect of the staff member's performance is considered to be unsatisfactory, and how performance is to be improved. The supervisor will give the staff member an opportunity to provide her/his explanation of the events. The supervisor will advise the employee of further action that may be taken should the behaviour not be corrected.

13.4.2 The supervisor will keep a record of the date on which a verbal warning was issued to a staff member, and the subject of the conversation. The staff member is also encouraged to keep a record of the verbal warning.

13.4.3 The supervisor will inform the staff member that the conversation constitutes a verbal warning.

#### **13.5 Written warnings**

13.5.1 A supervisor will issue a written warning to a staff member when the supervisor feels that there has been a significant lapse in job performance or when there has been a prior verbal warning relating to the same issue and job performance has not improved. Prior to issuing the written warning, the supervisor will consult with the Director of Human Resources.

13.5.2 The supervisor will use the Written Warning form (Appendix A) to issue the warning. The form requires that the unsatisfactory behavior/performance be specified. Both the supervisor and staff member shall sign the written warning form and both will keep a copy. The staff member's signature only acknowledges that the warning has been received. The corrective steps to be taken will be detailed on an Action Plan (Appendix A) to be completed at the same time that a written warning is issued. The Action Plan shall be signed by the staff member and the supervisor. A copy of the Written Warning will be given to the staff member and a copy will be placed on the staff member's personnel file. An alternate form or letter may be used in addition to the Written Warning Form.

13.5.3 If the supervisor is not the member of administration responsible for the staff member's department, signed copies of written warnings and actions plans will be provided to the Director (if a Vice-Principal is not the department head) and the Vice-Principal with ultimate responsibility for the department. The applicable Director and/or Vice-Principal will be consulted prior to a written warning being issued.

### 13.6 **Suspension**

13.6.1 A supervisor, in consultation with the Director of Human Resources and the applicable Director and/or Vice-Principal, will impose a suspension without pay when a staff member persists in misconduct following a written warning.

13.6.2 A suspension may also be imposed for a first occurrence of a serious act or misconduct (including, but not limited, to: theft, the threat or use of violence in the workplace, possession of weapons in the workplace, harassment, use of illegal drugs in the workplace, dishonesty or other serious breaches of trust), and Brescia may move directly to suspension.

13.6.3 A non-disciplinary suspension with pay may be imposed when the supervisor/Brescia is in the midst of conducting an investigation.

13.6.4 If, at the end of an investigation, disciplinary action is required, the supervisor will meet with the staff member to impose the suspension as well as to explain the reasons for the action. Written confirmation of the suspension will be given to the staff member and a copy will be placed on the staff member's personnel file.

13.6.5 Benefits will continue during periods of suspension subject to the provisions of the Insurance Carrier's policy.

### 13.7 **Dismissal for Cause**

13.7.1 A staff member will be dismissed for just cause when the application of progressive discipline has not resulted in sufficient improvement in job performance.

13.7.2 In the case of a serious breach (including but not limited to theft, the threat or use of violence in the workplace, possession of weapons in the workplace, harassment, use of illegal drugs in the workplace, dishonesty or other serious breaches of trust), Brescia may move directly to dismissal.

13.7.3 A staff member who is alleged to have committed a serious breach will be interviewed, when possible at the time of the offense, by the applicable Director and/or Vice-Principal and the Director of Human Resources.

- 13.7.4 Information gathered by the supervisor and the Director of Human Resources will be reviewed with the Principal. If necessary, the Principal may also choose to interview the staff member within five working days of the offense.
- 13.7.5 Within the five working days after the offense, the Principal will decide on the appropriate course of action.
- 13.7.6 Article 13.7 does not limit in any way, Brescia's right to dismiss for cause pursuant to the Policy on Workplace Violence and the Policy on Harassment and Discrimination (the "Policies"). In the event of a conflict between Article 13.7 and the Policies, the Policies shall prevail. With respect to 13.7.4 and 13.7.5 above, every attempt will be made to adhere to the timeline laid out in this document, but in some situations, the timelines specified in policies outside of this agreement (such as the Workplace Violence Policy and Harassment and Discrimination Policy) may apply.
- 13.7.7 The supervisor, accompanied by the Director of Human Resources, will meet with the staff member to present the dismissal letter as well as to explain the reasons for this action. The Staff Association will be notified in advance of the meeting.
- 13.7.8 Dismissal policies will meet the standards set in the Employment Standards Act of the Province of Ontario.

#### **14 TERMINATION OF EMPLOYMENT (Non-disciplinary)**

##### **14.1 Scope and principles**

- 14.1.1 Staff may be terminated for reasons unrelated to discipline in response to changing needs of Brescia. The Staff Association shall be informed of all formal discussions on such matters and shall have the right to attend and make representation to all committees and decision-making bodies dealing with program redundancy and staff redeployment. Departments may be downsized in response to technological change, changes in the role of Brescia, or other factors which may arise from time to time.

##### **14.2 Notice and Severance Pay**

- 14.2.1 When an employee, other than a three-month probationary employee, is terminated for reasons unrelated to discipline, Brescia will provide the employee with advance notice (or pay in lieu of notice) in accordance with Appendix D and the Employment Standards Act.
- 14.2.2 Members are entitled to severance pay if the individual has worked at Brescia for 5 years or more. Severance pay shall be paid at a rate of 2 weeks per year of services plus any incomplete years of service to a maximum of 26 weeks. For complete Severance Pay formula, see Appendix D.

## **15 OVERTIME, CALLBACK AND ON-CALL**

### **15.1 Overtime**

- 15.1.1 Employees who work overtime in excess of 44 hours per week will be compensated at time and one-half their regular hourly rate.
- 15.1.2 Overtime hours worked prior to reaching the 44-hour threshold will be paid at straight time.
- 15.1.3 With mutual agreement between the employee and the supervisor, any overtime worked can be compensated as lieu time rather than overtime pay.
- 15.1.4 Employees are to contact their supervisor in advance of working any lieu time or overtime.
- 15.1.5 Any lieu time or overtime or lieu time accumulated must be recorded and submitted to Payroll using the approved Brescia system in place for recording and approving overtime and lieu time (currently the Employee Self-Serve Portal, located on the Brescia Intranet). Before submitting to payroll, prior approval must be received from an employee's supervisor.
- 15.1.6 Lieu time and overtime must be used within three months of it being earned.

### **15.2 Callback**

- 15.2.1 In rare situations (continuation of essential services, weather related problems, technological malfunctions etc.), it may be necessary that qualified employees (predominantly those in Physical Plant roles) to return to work prior to the start of their next scheduled shift.
- 15.2.2 All call back situations will be compensated at the rate of time and one-half the regular hourly rate with a minimum call back entitlement of one hour. Managers in at level 8 or above are not entitled to this pay.
- 15.2.3 With mutual agreement between the employee and the supervisor, any call back hours can be taken as lieu time rather than payment. Lieu time for call back hours must be given as 1.5 hours of paid time off for each call back hour.
- 15.2.4 Pre-Approved on-call (for non-Physical Plant roles) will be compensated in alignment with callback compensation rates when required to return to campus or remain on campus beyond their scheduled hours.
- 15.2.5 All lieu, overtime, or callback time accumulated must be recorded on and submitted to Payroll via the Employee Self-Serve Portal, or other approved system in place.

### 15.3 On-Call Pay

#### 15.3.1 Facilities Services only

Off Shift: A staff member who is required to report to work before his/her scheduled hours of work or off shift will receive a minimum of two (2) hours' pay at the time and half rate.

### 15.4 Stand By Compensation

15.4.1 Phone Calls: In recognition that members may spend a significant amount of time on the phone, assisting the call-in person through a technical problem or emergency situation, those members who provide this service will be compensated in the amount of one (1) hours at the straight time rate. The on-call person will record all phone calls of support on the appropriate on-call report form and will need to submit a timesheet related to any call(s).

15.4.2 Stand-By: As an integral part of some employee's job responsibilities, there is a requirement to serve as scheduled on stand-by for assignments. During such scheduled stand-by shifts, the employee must carry a cell phone and must be available for call-in via the telephone, and when called, arrive on campus within a reasonable timeframe.

15.4.3 A staff member fulfilling stand-by responsibilities after regular hours of work will be compensated at ½ hour per day at his/her base hourly rate.

### 15.5 Front Line Pay

15.5.1 During exceptional circumstances, it may be determined by Brescia that certain departments are required to be on site either during a closure or a reduction in the overall services model. Brescia administration will determine what services are required and will identify the appropriate number of staff in order to meet any operational needs of the University. Employees that are identified as essential services staff will be paid an additional \$5 per hour pay.

15.5.2 Managers at a level 8 or above are not entitled to the \$5 per hour pay.

## 16 BUILDING OR CAMPUS CLOSURES

16.1 Individual employees will not suffer any loss of regular salary if the Employer authorizes employees to leave work before the end of their regular working day.

### 16.2 Essential Services

16.2.1 Essential Services are defined as those services required to maintain the (i) health and safety of students, faculty, and staff (ii) preservation of machinery, equipment and premises; and (iii) minimization of serious environmental damage.

16.2.2 Services that are considered "essential" include: Clare Hall reception; snow removal, residence services (if students are in residence), food services (if students are in residence); emergency repair and maintenance; and payroll (if required to process the bi-weekly pay). If you are required to work on campus during a closure individuals will be paid at the time and a half rate of pay.

## **17 CONTRACTING OUT**

17.1 Brescia will make every effort to avoid laying-off, terminating or demoting any full-time or part-time BUCSA member who has more than one year of continuous service, due to contracting out (or subcontracting) for the duration of this Agreement. Such efforts shall include, but not be limited to the following:

- i. Prior to making a decision to "out-source" any existing job duties, Brescia shall undertake a full job analysis to ensure that the prospective out-sourcing is in the best interests of Brescia;
- ii. The job analysis shall include a good faith assessment of the responsibilities and competencies of the prospective out-sourced job duties in relation to the standards of service and performance required by Brescia;
- iii. In the event that the out-sourcing of job duties shall cause any current member(s) of the Staff Association to be displaced, the potentially displaced member(s) shall be given the first right of refusal to bid on the out-sourced job duties, standards and provisions on the same terms as Brescia proposes to contract, which right of first refusal must be accepted within 48 hours of the member being advised of the out-sourcing details;
- iv. In the event that the potentially displaced Staff Association member fails or refuses to accept the first right of refusal, as above, the member shall receive notice of termination, or pay in lieu thereof, so that each such employee receives the equivalent of two weeks for each year of service (or part year) to a maximum of 26 weeks.

## **18 SUBCONTRACTING**

18.1 Brescia will make reasonable efforts to make current staff aware of certain opportunities prior to tendering subcontracts. This provision will apply to non-special projects only (see definition).

## **19 EMPLOYEE FILES**

19.1 In the presence of either the Director of Human Resources or the Payroll & Benefits Officer, an employee shall be able to access his/her personnel file. At the written request of the employee, the employee can be accompanied by a representative of his/her choice from the Staff Association.

19.2 The employee will receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the employee's file. Failing this, the documents shall not be placed in the employee's file.

## **20 POSITION EVALUATION**

20.1 Any Staff Association member can request a review of his/her job analysis questionnaire (JAQ) at any time. The Staff Association member, in collaboration with his/her immediate supervisor, will complete/update/ his/her JAQ and forward the updated JAQ to the Director of Human Resources for evaluation by the Job Evaluation Committee. Any reclassification will affect only the position reviewed.



20.2 The Director of Human Resources, in consultation with the appropriate supervisor and Staff member, authorizes changes to the JAQ. JAQ's are available upon request from the Director of Human Resources.

20.3 All JAQ's must be reviewed as follows:

20.3.1 On a 5-year cycle by the Job Evaluation Committee; or

20.3.2 Any time there are significant changes to the role as determined by the Director of Human Resources, the Staff member and the Supervisor; or

20.3.3 Following the first year of a newly created position.

## **21 JOB EVALUATION Committee**

21.1 Brescia and the Staff Association recognize the mutual benefit in having a collaborative process, by way of a joint committee, when evaluating positions within the Staff Association.

21.2 This committee shall consist of four (4) representatives from the Brescia Administration (that includes the Director of Human Resources) and four (4) representatives from the Staff Association. The Staff Association will be responsible for the election of the 4 Staff Association representatives who will sit on the committee for a 5-year term. The Director of Human Resources shall chair and initiate committee meetings as required. The committee shall function in an advisory capacity only.

21.3 The Director of Human Resources will ensure that each member of the committee has the appropriate resources and training.

21.4 The Job Evaluation Committee will be responsible for conducting a review of the Job Analysis Questionnaire and subsequent Job Evaluation Tool every 5 years.

## **22 MANDATORY TRAINING**

22.1 The Staff Association and its members will support any Brescia initiative related to Health & Safety initiatives as well as any related mandatory training that is legislated (e.g. – WHMIS, Health and Safety, AODA). The Staff Association will support and/or encourage participation of its members in any mandatory training that is legislated or deemed necessary by Brescia (e.g. WHMIS, Health and Safety, AODA)

## **23 STAFF ASSOCIATION BUSINESS**

### **23.1 Committee Work**

23.1.1 To best utilize the expertise of all Staff Association members, supervisors will be encouraged to allow Employees the opportunity to participate on Brescia committees as representatives of the Staff Association. Recognizing that a cooperative environment between staff and Brescia must exist, any time required by Staff Association members to participate on committees must not interfere with the day-to-day functions of the Employer or the performance of the member's

responsibilities.

## 23.2 **BUCSA Executive**

23.2.1 Brescia recognizes that “reasonable time” should be allowed to the Staff Association Executive to work on concerns that best serve its members. Therefore, Staff Association Executive members (President, Vice President, Secretary, Treasurer, and Members Committee Chair) are entitled to up to two (2) hours of work time per month for Staff Association duties. The scheduling of this time is subject to the approval of the Executive member’s supervisor, and such approval will not be unreasonably withheld. The BUCSA Executive will report annually on the usage of this time through the Staff Relations Committee at its last scheduled meeting prior to the summer break.

23.2.2 Brescia will annually provide to the BUCSA Executive reports on usage of benefits consisting of numbers of staff maximizing the benefit and numbers of those not/or not fully using their benefit.

This will include:

- Personal time
- Vacation time
- ½ day negotiated day
- Tuition assistance and professional development
- Tuition assistance for dependents
- Computer Purchase Program
- Number of positions that have been reviewed by the Job Evaluation Committee (including new roles)

No personal information will be provided.

## 23.3 **BUCSA Negotiations Committee**

23.3.1 Staff Association Negotiations Committee members (President, Vice President, and two elected Negotiations Committee members) are entitled to up to three (3) hours of work time for each scheduled negotiation meeting with Brescia. The scheduling of this time is subject to the approval of the Committee member’s supervisor, and such approval will not be unreasonably withheld.

## 23.4 **BUCSA General Meetings**

23.4.1 All Staff Association members are entitled to three (3) hours of work time per contract year (May 1 to April 30) to attend meetings convened by the Staff Association. The Staff Association President (or their designee) will submit a request for approval on the scheduling of the meeting(s) to the Director of Human Resources. In a contract negotiations year, the Staff Association may also need to call additional meetings, subject to approval by the Director of Human Resources; such approval will not be unreasonably withheld.

## **24 SERVICE RECOGNITION**

- 24.1 The Employer will annually recognize publicly the contributions of long-serving staff members.
- 24.2 BUCSA will develop a staff service recognition award to be implemented by December 2020. The Employer will financially support the cost of this award on an annual basis.

## **PART B - COMPENSATION AND BENEFITS**

### **25 COMPENSATION**

- 25.1 Effective May 1, 2019, all steps on the Staff Association Wage Grid will be adjusted upward by 1%.
- 25.2 Effective May 1, 2020, all steps on the Staff Association Wage Grid will be adjusted upward by 1%.
- 25.3 Effective May 1, 2021, all steps on the Staff Association Wage Grid will be adjusted upward by 1%.
- 25.4 Effective May 1, 2022, all steps on the Staff Association Wage Grid will be adjusted upward by 1%, plus a \$600 one-time lump sum payment.
- 25.5 The Staff Association Wage Grid (Appendix B) will be posted on the Brescia intranet.

#### **Salary Wage Reopener**

- 25.6 Prior to budget approvals for the fourth year of this agreement, Brescia's negotiations representatives and the BUCSA Negotiations Committee shall agree to negotiate the salary increase identified in 25.4. Brescia agrees that during these negotiations meetings, the current salary offer in the fourth year of the agreement cannot be decreased.

### **26 GROUP HEALTH BENEFITS**

- 26.1 The Employer will pay 80% of the cost of the premiums for Group Health Benefits. The Employee will pay 20% of the premium costs. The premium will be deducted from each bi-weekly pay (except months when there are three pay dates).
- 26.2 Participation in the Group Health Plan is compulsory for all full-time employees unless they have similar coverage through a spouse/partner, in which participation in the Plan becomes optional. Coverage for full-time employees is effective following three (3) months of active employment, and after the application for benefits enrolment is completed.
- 26.3 Participation in the Group Health Plan is compulsory for all part-time employees, provided they meet the eligibility requirements, unless they have similar coverage through a spouse/partner, in which participation in the Plan becomes optional. Coverage for part-time employees is effective on the first calendar day of the month following having met eligibility requirements, and have been actively employed for no

less than three consecutive months and has completed the application for benefits enrolment.

26.4 Entitlement to Group Health benefits continues past the age of 65.

26.5 Effective May 1, 2012, Group Health Premiums will be pro-rated for all employees who work part-time hours:

- i. If the employee qualifies and elects to participate in the Group Health Plan, the co-pay portion of the premiums will be forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium, whichever is closest to the percentage that the employee's annual regularly scheduled hours compare to full-time employment. The employee will pay the full portion of the premium that does not qualify for co-pay;
- ii. An employee who does not join the plan on first becoming eligible to participate, or who elects to join the plan after opting out earlier, may make application in December of any year to commence coverage effective on January 1<sup>st</sup>;
- iii. An employee participating in the plan, and while still employed, who wishes to opt out of the plan, may make application in December of any year to terminate coverage effective January 1<sup>st</sup> ;
- iv. Notwithstanding (ii), on providing proof of similar coverage provided by a plan in which her/his spouse/partner participates has been terminated, an employee may opt into the plan at any time for coverage commencing the beginning of the month coinciding with or immediately following application and presentation of such evidence to Brescia.
- v. On providing proof of a significant family event occurring (marriage, divorce, birth/adoption, or death) an employee may move from single to family coverage or vice versa at any time for coverage commencing the beginning of the month coinciding with or immediately following application and presentation of such evidence to Brescia. In all other situations, the rules for opting in and out of the plan as found in part (ii) and (iii) will apply for level of coverage changes.
- vi. All changes to coverage are subject to the conditions/language contained in the insurance policy.
- vii. If the provisions contained in this document conflict with the Insurance Policy, the terms of the Insurance Policy shall prevail.

26.6 If Brescia is considering a change in benefit providers, Brescia will invite a Staff Association member to be involved in this process. This member would be appointed by the Staff Association to work on behalf of its members. This member can keep the Staff Association informed of changes but there will be no option for the Staff Association to vote on this matter.

- 26.7 Brescia is committed to making all decisions about changing coverage within providers transparent to the Staff.

## **27 GROUP INSURANCE BENEFITS**

- 27.1 Brescia will pay 60% of the premium cost for the Group Insurance Benefit Plan for Staff Association members. The Employee will contribute the remaining 40% of the premium cost. This premium will be deducted from each bi-weekly pay cheque.
- 27.2 Participation in the Group Insurance Plan is compulsory for all full-time employees. Coverage is effective following completion of three (3) months of active employment and the submission of a completed enrolment application.
- 27.3 Participation is compulsory for employees working part-time hours. For these employees, who meet all of the following criteria, coverage is effective following the date: (i) on which the employee meets the part-time eligibility requirements; (ii) has been actively employed at Brescia for a period of not less than three months; and (iii) has completed the enrolment application. Part-time employees must work more than 700 hours per year or have annual earnings greater than 35% of the Yearly Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan to be eligible for coverage.
- 27.4 With the elimination of mandatory retirement, entitlement to Long Term Disability will cease at age 65.

## **28 PENSION**

- 28.1 The Employer will contribute a total of 7% of regular earnings and the Employee will contribute a total of 5% of regular earnings into a pension plan or plans.
- 28.2 Participation in the Pension Plan is compulsory for all full-time employees. Contributions will start when the probationary period is completed.
- 28.3 Participation in the Pension Plan is optional for part-time employees. This group of employees is eligible to join the plan if they have earned at least 21% of the Canada Pension Plan's *Yearly Maximum Pensionable Earnings* in each of the two previous calendar years and if they have been employed for at least 24 consecutive months.

## **29 VACATION**

### **29.1 Full-time Entitlement**

- 29.1.1 A member of staff in his/her first two years of full-time employment is entitled to TWO WEEKS vacation per year (ten working days or .83 days per month);
- 29.1.2 Following completion of TWO FULL YEARS of fulltime employment, a member of the staff is entitled to THREE WEEKS vacation per year (fifteen working days or 1.25 days per month);
- 29.1.3 Following completion of FIVE FULL YEARS of fulltime employment, a member of the staff is entitled to FOUR WEEKS vacation per year (twenty working days or 1.67 days per month);

- 29.1.4 Following completion of FIFTEEN FULL YEARS of fulltime employment, a member of the staff is entitled to FIVE WEEKS vacation per year (twenty-five working days or 2.083 days per month);
- 29.1.5 Following completion of TWENTY-FIVE FULL YEARS of fulltime employment, a member of the staff is entitled to SIX WEEKS vacation per year (thirty working days or 2.5 days per month);
- 29.1.6 After fifteen (15) years of continuous service, Employees will receive 1 bonus week of vacation to be taken in year sixteen (16) with no carry over provision. This benefit will be pro-rated for part-time employees;

## 29.2 **Part-time Entitlement**

- 29.2.1 A part-time staff member is entitled to either annual vacation time or vacation pay based on earnings at the following rates for each completed year of employment:
  - i. Prior to an employee completing the equivalent of two years of full-time employment, part-time employees will earn vacation pay equivalent to 4% of earnings;
  - ii. Following completion of the equivalent of two years of full-time employment, part-time employees will earn vacation pay equivalent to 6% of earnings;
  - iii. Following completion of the equivalent of eight years of full-time employment, part-time employees will earn vacation pay equivalent to 8% of earnings;
  - iv. After 15 years of continuous service, Employees will receive 1 bonus week of vacation to be taken in year 16 with no carry over provision. This benefit will be pro-rated for Employees working part-time hours;

## 29.3 **Part-time to Fulltime Conversion**

- 29.3.1 An employee moving from part-time status to full-time status will have their vacation entitlement calculated based on all hours worked as a part-time employee. Those hours worked will be converted to a full-time equivalent by dividing the total number of hours worked by 1820 (35 hour positions) or 1950 (37.50 hour positions) or 2080 (40 hour positions). This conversion only applies to employees moving from a permanent part-time position to a permanent full-time position. Hours worked on a contract basis will not be considered for conversion

## 29.4 **Vacation Rules**

- 29.4.1 A full-time employee's vacation year will begin on May 1.
- 29.4.2 A newly hired employee will receive a prorated vacation entitlement starting from their hire date up to May 1.
- 29.4.3 Vacation entitlement for full-time employees will be calculated based on completed years of service.

- 29.4.4 Vacation credits earned in a vacation year should be used in the same vacation year. If vacation is remaining, only one year shall be carried forward.
- 29.4.5 For members that receive vacation pay (i.e. permanent part time employees) these individuals will be paid a percentage in accordance with the chart above on each bi-weekly pay.
- 29.4.6 Illness while on vacation - an Employee who has been hospitalized for a period longer than three working days (verified by a medical certificate) while on vacation, shall be able to request from his/her supervisor that the vacation days be replaced by sick days and the vacation days be rescheduled for another time.
- 29.4.7 The employer reserves the right to determine when vacation is scheduled. All vacation must receive prior approval from a member's supervisor.
- 29.4.8 The above change from anniversary date to May 1 each year will take place on May 1, 2021.

**30 STATUTORY HOLIDAYS**

30.1 The following days are designated and observed as public/statutory holidays in accordance with the Employment Standards Act or as designated by Brescia University College:

New Year's Day	Family Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day		

In addition, Brescia may designate additional days such as the period between the Fall and Winter Academic Terms as holidays. These confirmed dates will be determined by Brescia Administration and published in June of each year.

30.2 Should the statutory holiday fall on a regular day off, an alternate day will be designated by the Employer as the holiday and eligible employees will recognize the holiday on the alternate day and will not be required to work on the alternate day. In situations where an alternate day is designated as the statutory holiday, only those Employees required to work on the designated day in accordance with the Employment Standards Act will be eligible for premium pay. This provision applies to New Year's Day, Canada Day, Christmas Day, and Boxing Day.

**30.3 Pay for Public/Statutory Holidays**

30.3.1 An Employee is eligible to be paid for public holidays in accordance with the Employment Standards Act. Brescia designated holidays (Civic Holiday only) will be treated the same as public holidays.

30.3.2 Employees qualify for public holiday entitlements unless they fail, without reasonable cause, to work their entire shift or their regularly scheduled days of work before or after the public holiday, or if they fail, without reasonable cause, to work their entire shift on the public holiday if they agreed to or were required to work that day. Reasonable cause as defined by the Employment Standards Act means an

occurrence which is beyond the Employee's control that prevents him/her from working (e.g. – illness, injury, death in the family).

30.3.3 Employees who qualify for public holiday pay and are not required to work on the public holiday will take the public holiday off work and will receive public holiday pay at regular wages plus vacation pay for the public holiday.

#### **30.4 Pay for Work on Public/Statutory Holidays**

30.4.1 When an employee works on the public holiday, he/she is entitled to public holiday pay plus pay at 1-1/2 times regular pay for all hours worked on the public holiday OR regular pay for the hours worked plus a substitute day off with public holiday pay.

30.4.2 Each Staff Association member will be allowed to take a half-day paid leave to be used in conjunction with one of the three long weekends over the course of the summer. Such days must be arranged in advance with the supervisor so that key positions are not left unstaffed. The half-day leave will apply only to the Victoria Day, Canada Day and Civic Day long weekends. This half-day leave is non-cumulative and cannot be carried forward to the next year. This half-day leave will not be pro-rated for part-time staff.

### **31 SICK LEAVE**

31.1 Sick leave entitlements are defined as the right to receive full salary when absent due to illness or injury. Employees are to notify their immediate supervisor as soon as possible of their absence as well as the expected date of return to work.

#### **31.2 Sick Leave**

31.2.1 Employees are eligible for Sick Leave Benefits following one month of employment.

31.2.2 Fulltime employees are entitled to 12 days per fiscal year, covering the 12-month period May 1 to April 30 of the following year.

31.2.3 Employees working part-time time hours are entitled to a pro-rated portion of the 12 days based on the number of hours worked.

31.2.4 Employees starting employment part way through the entitlement year will receive a pro-rated portion of the 12 days based on the amount of time remaining in the year. The pro-rating of sick leave entitlement will also apply when an employee is approved for an unpaid leave of absence for part of the year.

31.2.5 An employee leaving part-way through the entitlement year will have her/his sick time pro-rated based on the time she/he has worked in the entitlement year. If the employee has used more than her/his entitlement at the point of notice, there will be no penalty. If the employee has used all of her/his sick days, any sick days during the notice period will be unpaid.

31.2.6 In the event of illness beyond 3 consecutive working days, and with the submission of a doctor's note, the Employee may utilize any unused sick days remaining from the previous 12-month period. A maximum of 12 sick days will be permitted before beginning Short Term Disability benefits.



- 31.2.7 After an absence of 1 week (7 calendar days) and when requested thereafter by the Employer, the Employee must provide to Human Resources a physician's note certifying the Employee is under the care of the physician. This requirement may be waived if the physician's note states a specified period of absence from work.
- 31.2.8 Where it is suspected that there may be an abuse of sick leave, an Employee may be required at any time during sick leave to provide Human Resources with a physician's note certifying the Employee is under the physician's care.
- 31.2.9 Employees are entitled to use sick time equivalent to two (2) days of their allotted twelve (12) days of sick time for their own healthcare appointments related to unanticipated illness or injury. Attendance tracking of sick time for appointments will be done in increments of one hour (e.g. – a 45 minute absence will be recorded as 1 hour and a 1.5 hour absence will be recorded as 2 hours). This benefit will be pro-rated for Employees working part-time hours.
- 31.2.10 Prior to returning to work following an illness or injury related absence of more than 2 weeks (14 calendar days), the Employee must provide Human Resources with a physician's note certifying that the Employee has been in the care of the physician and that either the Employee is able to return to work without restrictions or the Employee is able to return to work with the nature and duration of any restrictions described.
- 31.2.11 The immediate supervisor is entitled to a medical explanation of factors affecting the employee's health and ability to work when: (i) there are work restrictions or work accommodations required; (ii) the employee is on any medication that might affect the ability to work; or (iii) the employee will be absent from work for more than 5 days.
- 31.2.12 Absences for family emergencies are not to be recorded as sick time.

### **31.3 Short Term Disability**

- 31.3.1 Employees who have Group Insurance benefits are eligible to receive Short Term Disability (STD) benefits equivalent to two-thirds of gross earnings while absent from work due to illness or injury, for a maximum of 15 weeks from the date of illness or injury.
- 31.3.2 An employee who is on Short Term Disability, under this Article, that commences on a regularly scheduled working day in one entitlement year and continues to include a regularly scheduled working day in the following entitlement year is not entitled to a leave of absence with pay under this Article for a greater number of working days than are permitted under Article 31.3.1 in the two (2) years until the employee has again completed the service requirement described in Article 31.2.1.
- 31.3.3 Part-time employees who do not participate in the Group Insurance Plan are not entitled to Short Term Disability and are entitled to earned Sick Leave Days only.

- 31.3.4 Employees must be off work for 5 consecutive work days before STD benefits begin. A physician's note is required at the commencement of STD benefits.
  - 31.3.5 Employees who have not used up their earned Sick Leave benefits may use these earned sick days to a maximum of 12 before beginning STD benefits.
  - 31.3.6 Sick leave entitlements cannot be used to top-up the Short Term Disability Plan. Sick Leave days from the current contract year, or remaining Sick Leave days from the previous year, can be used to delay the beginning of Short Term Disability to a maximum usage of Sick Leave time equivalent to twelve (12) days.
  - 31.3.7 STD benefits may also be paid if an Employee is working part days due to illness or injury. The employee will be eligible for these benefits only on the recommendation from a physician. He/she is eligible to earn regular earnings for the portion of the day worked and two-thirds of his/her earnings for the portion of the day not worked for a period of up to 15 weeks.
  - 31.3.8 During a period when an Employee is in receipt of STD benefits, there will be no change to Group Health and Group Insurance benefits.
  - 31.3.9 During a period when an Employee is in receipt of STD benefits, the Employee's 5% contribution into the pension plan and the Employer's 7% contribution into the plan will be based on the reduced STD earnings.
- 31.4 Long Term Disability**
- 31.4.1 Brescia will pay 60% of the premium cost for the Long Term Disability (LTD) coverage for Staff Association members. The Employee will contribute the remaining 40% of the premium cost. This premium will be deducted from each bi-weekly pay.
  - 31.4.2 All full-time Employees must participate in the Group Insurance Plan (which includes LTD) after a 3 month waiting period.
  - 31.4.3 Participation in the Group Insurance Plan is optional for part-time employees. Part-time employees who do not participate in the Group Insurance Plan are entitled to earned Sick Leave only.
  - 31.4.4 After an absence of 15 weeks due to illness or injury, an Employee who is still unable to return to regular employment will be eligible to apply for LTD benefits. This benefit is equivalent to 60% of the Employee's salary to a maximum of \$2,500 per month.
  - 31.4.5 When an Employee becomes aware that their absence may extend beyond 15 weeks, he/she will contact Human Resources. Human Resources will submit any required forms to the Insurance carrier as early as possible to prevent any delay in processing and approval/denial of claims. Late notification on the part of the Employee that he/she will be absent for longer than 15 weeks may result in a delay of approval of any claim and a subsequent delay of any benefit entitlement.

31.4.6 During a period of LTD, the Employee is required to make arrangements with the Payroll Office to pay his/her share of the Group Health and Group Insurance premiums in order for these benefits to continue uninterrupted.

31.4.7 During a period of LTD, Employee contributions into the pension plan will cease. However, Brescia will continue to contribute to the pension plan at a contribution rate equivalent to the Employer's contribution level immediately prior to the disability period.

## **32 PERSONAL TIME**

32.1 Employees are entitled to five (5) days of Personal Time per contract year, to be used at their discretion.

32.2 Personal Time is available for use when an employee has a planned or elective absence. Absences will be recorded by minimum increments of 30 minutes.

32.3 Examples of Personal Time include, but are not limited to: annual medical physicals, dental checkups, illness of a family member, maternity / specialist appointments, additional bereavement days, volunteer/community service, religious days not observed by Brescia, mental health days, a day off with pay, etc.

32.4 Personal Time cannot be carried forward into the next contract year and will not be paid out.

32.5 Pro-rating –

32.5.1 This benefit will be pro-rated for employees who start employment at Brescia after the start of the contract year (after May 1)

32.5.2 This benefit will be pro-rated for employees who terminate their employment with Brescia prior to the end of the contract year (before April 30). Any employee who has already used more than their pro-rated entitlement at time of giving notice will not be required to pay back to Brescia any Personal Time already used.

32.5.3 This benefit will be pro-rated for any employee who requests and is approved for a leave of absence without pay.

32.5.4 Pro-rating of Personal Time will not be applied to employees on maternity/parental leave, WSIB, Short Term Disability or Long Term Disability.

32.5.5 This benefit will be pro-rated for part-time employees.

32.6 Requests for Personal Time must be submitted to the Employee's supervisor for approval using the Employee Portal.

### **33 BEREAVEMENT LEAVE**

- 33.1 Bereavement leave without loss of pay of five (5) working days shall be granted in the event of the death of the employee's spouse, child, spouse's child, employee's father/mother, spouse's father/mother, brother, sister, stepfather/stepmother or foster child.
- 33.2 Bereavement leave without loss of pay of three (3) working days shall be granted in the event of the death of the employee's brother-in-law, sister-in-law, spouse's brother, spouse's sister, employee's son-in-law, daughter-in-law, grandparents or grandchildren or any other relative residing with the employee.
- 33.3 One (1) additional day of unpaid leave will be granted to an employee if the funeral takes place more than 250 kilometers from the employee's residence.
- 33.4 The employee may submit a written request to the Director of Human Resources to add onto the bereavement leave any combination of vacation, personal time, floating holidays and/or unpaid leave not to exceed twenty-five (25) working days.

### **34 ILLNESS IN THE FAMILY**

- 34.1 In accordance with the provision of the Employment Standard's Act, 2000 and arranged with the supervisor, a staff member who is required to be absent from work to care for a member of the immediate family who is suffering illness may request permission to be absent. Such absences can be covered by personal time, vacation time, lieu time or be granted as a leave of absence without pay.
- 34.2 In the case of death of a family member during the illness in the Family Leave, an employee may request paid bereavement leave, if applicable, as outlined in Article 33.1-33.4.

### **35 PREGNANCY AND PARENTAL LEAVE**

- 35.1 Brescia Pregnancy and Parental Leave policies follow the guidelines outlined in the Employment Standards Act.
- 35.2 In addition to any entitlement under ESA legislation, an Employee, after completing at least one full year of employment in a full-time or part-time position, and who applies for and receives Employment Insurance Parental/Pregnancy benefits shall be entitled to receive:
  - i. On completion of at least one full year of continuous employment prior to the start of the leave, the difference between the Employment Insurance benefits and 85% of the employee's pre-leave salary for the initial weeks of the eligible leave, not to exceed 17 weeks.
  - ii. On completion of 2 full years of continuous employment prior to the start of the leave, the 85% benefit referred to above will be increased to 90%.

- iii. On completion of 3 full years of continuous employment prior to the start of the leave, the 85% benefit referred to above will be increased to 95%.
- 35.3 An Employee receiving Pregnancy or Parental benefits is eligible for continuation of benefits.
- 35.4 An Employee receiving Pregnancy or Parental benefits will continue to accrue vacation while on leave.

## **36 ALTERNATE WORK ARRANGEMENTS**

- 36.1 Alternate work arrangements allow employees the flexibility to perform their assigned duties outside of conventional business hours. Alternate work hours can help motivate staff, improve productivity, accommodate education activities or routine health appointments, and promote a culture that respects work-life balance.

Any alternate work arrangement option is not an employee benefit – it is a management option that provides an alternative means to fulfill work requirements.

### **36.2 Flexible Working Hours**

Brescia recognizes that employees may work flexible hours subject to the following conditions:

- a) The Parties recognize that departments have an obligation to provide the highest level of service possible to students and the University community in general. Any request for flexible hours must consider this obligation and may be denied by Brescia if service is adversely affected.
- b) The Parties recognize that Brescia has certain operational requirements that must be met, including having a sufficient number of staff available during the hours that a member's department is open. Any request for flexible hours must consider these requirements and may be denied by Brescia if operational needs are not being met.
- c) A flexible working hours arrangement will not place an unfair requirement or burden on any other employee(s) in the department or elsewhere within the University; and the arrangement must be feasible relative to the working schedules of other employees in the department or area involved;
- d) An agreed-to flex hour schedule shall ensure the hours worked are within the hours required by the department and shall ensure that meal and break times are incorporated within those hours. There will be no entitlement to overtime compensation for any extra time worked on a daily basis as a result of any flex time arrangement.
- e) An agreement for an employee to work flexible hours shall not be considered to be an ongoing commitment. Agreements to work flexible time may be temporary and time limited (for example, a day, a week, or for the summer months) or may be terminated by Brescia if circumstances, service commitments, or the operational requirements within an affected department change.
- f) In instances where the expiry of the flexible working arrangement was not pre-arranged upon approval of the arrangement, an employee's flexible hours shall not be terminated without prior consultation and notice to the affected employee. Such consultation shall include the reasons for such termination.

- g) Requests to work flexible time shall not be unreasonably sought by an employee nor unreasonably denied by the employer.
- h) The Parties agree that the approval of any flex time arrangement or the denial/discontinuation of a flex time arrangement cannot be the subject of a grievance.
- i) The flexible working arrangement must not contravene any provision of the employee's terms and conditions of employment, any Brescia policy, or any provincial or federal legislation.

**Programs:**

- (i) **Revised Daily Work Schedule** – An employee may be permitted to revise her/his regular daily working schedule to reflect a starting time and/or an ending time, which is different from the employee's normal hours of work schedule. In no circumstance may an employee's daily hours of work be modified to start earlier, or end later, by more than 90 minutes.  
**Reduced Lunch Break** – An employee with a regularly scheduled lunch break of one hour may be permitted to reduce this lunch break period to a half hour for the specific purpose of facilitating either a later starting time or an earlier ending time on designated days during the work week. The employee's reduced lunch period must be regularized and become part of the employee's regular daily work schedule. There is no increase or reduction in the employee's scheduled weekly hours of work.
- (ii) **Reduced Work Week** – A reduced work week can take the form of a shorter work day or a shorter work week where the total weekly hours are less than full time hours. Salary and benefits are prorated based upon the number of hours worked.
- (iii) **Job Sharing** – Two employees share a fulltime position. Both job share partners are considered part-time employees. Wages and benefits are pro-rated according to the hours worked.
- (iv) **Compressed Work Hours** – An employee may be permitted to work longer hours on some days in exchange for reduced hours on other days. Any compensatory time off will be taken at times which are mutually agreed upon between the employee and her/his immediate supervisor. The employee will not be entitled to overtime compensation for the extra daily or weekly hours worked under this arrangement. There is no banking or carry-forward of work hours beyond the pay periods required to bring the hours worked / hours owing to a zero balance.

**36.3 Working From Home**

The opportunity to work from home is not an entitlement or a right, and can only occur by formal agreement between the University and the employee.

- a) Either the supervisor or the employee can initiate the discussion about a Work From Home Agreement, but unless both parties agree, an employee cannot unilaterally decide to work from home nor can the employee be directed to work from home by the University, except in situations governed by Brescia's *Emergency Closing Policy*.
- b) Any work from home arrangement is to be non-recurring and unique in nature, and will not become a regular, recurring part of an employee's work schedule or structure. Brescia will track work from home arrangements and will terminate any work from home arrangements that recur to the point where it might be perceived that a regular part of an employee's working hours are worked from home.

- c) Brescia is under no obligation to approve a request from an employee to enter into a work from home arrangement.
- d) All conditions found in section 36.2 – Flexible Work Hours will apply.
- e) In addition, when asked to approve a working from home request, the immediate supervisor will consider issues such as:
  - i. The type of work and the amount of work;
  - ii. Can the work be completed efficiently;
  - iii. Can the work be completed without direct supervision;
  - iv. Will there be an adverse effect on customer service for positions that deal directly with students or that serve other Brescia departments;
  - v. Degree to which the employee is able to work independently in an unsupervised environment and the degree of self-motivation, organizational, prioritization and time management skills possessed by the employee.
- f) Other considerations include:
  - i. Communications – the employee agrees to be contactable and available for communication with the manager and other Brescia employees during the periods when working from home. This provision may be waived under specific situations and with prior approval of the supervisor;
  - ii. Performance – the supervisor and the employee will establish and implement an agreed procedure, appropriate to the work, by which the performance and productivity of the employee working at home can be measured and monitored;
  - iii. Hours of Work – the employee must maintain a record of hours worked. Overtime will only be allowed if approved by the supervisor in advance;
  - iv. Health & Safety – all health & safety policies which apply at work shall, as a far as practicable, apply when working from home;
  - v. All equipment, systems and infrastructure to enable the employee to work from home shall be at the expense of the employee (for greater clarity, Brescia will not reimburse the employee for computer hardware and software costs, telephone, cell phone, internet or any other costs associated with working from home).

36.4 Beginning with the May long weekend and ending the second week of August, employees will be given the option of flexible summer work hours. Flexible hours must be cleared with supervisors and workplace efficiency and productivity must not be compromised

36.5 It is acknowledged that there are some BUCSA staff positions at Brescia that, by their very nature, are not able to accommodate flexible working hours, work from home arrangements, or summer work hours (for example, reception positions, certain highly student-facing roles, or service roles that must adhere to a strict schedule to enable work to be done at certain times (such as custodial).

### **37 JURY DUTY, WITNESS DUTY, AND CITIZENSHIP**

- 37.1 It is the intent of Brescia to assist employees in meeting their civic obligations when called for jury duty or as a court witness. Employees will notify their supervisor as soon as possible of the date of the impending jury or witness duty and provide a copy of the subpoena. No loss of pay will occur during such leaves. Any fee received by the employee for appearing as a juror or witness will be paid to Brescia with the exception of fees received to cover expenses incurred by the employee.
- 37.2 An employee becoming a Canadian citizen shall be entitled to a half day off with pay in order to attend the citizenship proceedings.

### **38 UNPAID LEAVE OF ABSENCE**

- 38.1 Brescia will grant leaves of absence without pay for up to twelve (12) months to staff members, subject to the operating requirements of the unit concerned. The leave shall be granted at the discretion of the Employee's supervisor and the Director of Human Resources. These individuals will exercise discretion in a reasonable manner.
- 38.2 The Employee's request for a leave of absence must be made in writing to their supervisor, with a copy to the Director of Human Resources, at least four (4) months in advance of the requested leave. This notice period can be shortened or waived in emergency situations, at the discretion of the supervisor and the Director of Human Resources. The request shall state the period of time involved and reasons for the leave. A written reply will be given within ten (10) days of the request, and if the request is denied, reasons shall be given for the denial of the request.
- 38.3 When a leave of absence is granted, Brescia will provide the Employee with a letter outlining the details of the leave. This letter will be signed by the Employee, their supervisor and the Director of Human Resources.
- 38.4 The leave of absence shall be without pay, Group Health and Group Insurance benefits, and pension contributions. Employees may continue Group Health, Group Insurance and pension contributions provided the Employee pays the full cost of their contributions and/or premiums, if any, as well as the Employer portion of contributions/premiums. Payment will be by monthly post-dated cheques.
- 38.5 Seniority shall continue to accrue for employees only for the first six (6) months of any leave of absence, but service accrues for only the first two (2) weeks of the leave.
- 38.6 The Employee shall be entitled to return to his/her position at the end of the leave of absence, unless the position no longer exists.

### **39 WORKER'S COMPENSATION**

- 39.1 All Brescia employees are entitled to coverage provided by the Worker's Safety Insurance Board (WSIB) for work related injuries. Brescia pays 100% of a government-regulated fee to the WSIB. There is no cost to employees for WSIB coverage.
- 39.2 Employees are to report work related injuries immediately to his/her supervisor. In consultation with the supervisor, the incident will be investigated and if the work related injury results in either a medical claim or a lost time injury, the supervisor will



contact the Payroll Office. Only the Payroll Officer or the Director of Human Resources will submit the WSIB Form 7 to WSIB.

#### **40 TEMPORARY ASSIGNMENTS**

- 40.1 When the Employer temporarily assigns an employee to duties with a higher rate of pay than their own, the employee will receive the higher rate of pay for these temporarily assigned duties provided the temporary assignment is for a minimum of 4 hours per day and lasts for a minimum of 1 week. The rate of pay will be determined by Human Resources in consultation with the Employee's supervisor. The rate of pay will be determined based on the percentage of full duties being performed during the temporary assignment. This provision does not apply when providing vacation coverage. When the Employer temporarily assigns an employee to duties with a lower rate of pay than their own, the employee will continue to receive his/her normal rate of pay.

#### **41 TUITION ASSISTANCE AND PROFESSIONAL DEVELOPMENT**

- 41.1 Tuition Assistance is available to all Staff Association Members, including all part-time Employees, for courses offered by Brescia. This benefit applies to tuition fees only. All associated compulsory fees are the responsibility of the Employee. Employees may take 1.0 FCE courses per academic term, to a maximum of 3.0 FCE courses, from May 1 to April 30 of each contract year. Employees may only take more than 1.0 FCE credits per academic term with the approval of their supervisor.
- 41.2 Employees may take a maximum of 2.0 FCE courses and receive up to \$800 toward additional education or training related to the professional development of the Employee (this option is an alternative to (41.1). This benefit can be used for multiple course registrations to a maximum of \$800. This funding is subject to the approval of the Employee's supervisor and is pro-rated for part-time employees. This benefit cannot be carried forward into the next contract year.
- 41.3 Brescia will provide \$2,000 annually of additional professional development funding that members can access. These funds, accessed by employees on a first come, first served basis to a maximum of \$200 per employee, brings the total amount for professional development for an individual employee from \$800 to \$1,000.
- 41.4 Brescia will develop a Tuition Assistance Application form, which will be available on the Brescia University College Intranet.
- 41.5 Male staff members will be entitled to the same tuition assistance and professional development benefits found in (41.1), (41.2), and (41.3), but will be required to register as a student at King's, Huron or Western.
- 41.6 Employees taking courses under this Article will attend courses on their own time and not on Brescia time.

#### **42 TUITION ASSISTANCE FOR DEPENDENTS OF EMPLOYEES**

- 42.1 Dependents of eligible Brescia employees who meet university entrance requirements and register as a student at Brescia are eligible to receive a tuition benefit in accordance

with Brescia's provisions and guidelines (see definition of *Dependents*). Tuition benefits will cover undergraduate academic tuition fees only for a period of six years. Other compulsory fees or any additional costs are the responsibility of the student. Dependents who receive a tuition benefit will receive a T4A in the name of the dependent who receives the benefit.

- 42.2 Dependents of part-time employees do qualify for tuition benefits at Brescia. After the employee meets the required qualifying period, the benefit entitlement is pro-rated based on the percentage of hours worked annually by the part-time employee compared to hours worked by a full-time employee in the same or similar position.

### **43 COMPUTER PURCHASE PROGRAM**

- 43.1 Members of the Staff Association, who have been employed by Brescia for a minimum of two years in a full-time or part-time position, will be eligible for an interest free loan of up to \$3,000 for the purchase of computer equipment. The loan will be repayable over 24 months, in equal installments by payroll deduction during each pay period. Staff must sign an agreement guaranteeing payment of any outstanding balance should they leave Brescia before repayment of the loan in full. This interest free loan will be considered a taxable benefit by Canada Revenue Agency. The application for a computer loan is available on the Brescia Intranet in ITS (Computer Purchase Agreement).

### **44 EMPLOYEE ASSISTANCE PROGRAM**

- 44.1 All full-time and part-time staff members will be entitled to access an Employee Assistance Plan, following the completion of three months of employment, which Brescia will make available to staff members. The Employer will cover all costs of plan membership.

### **45 ENGAGEMENT FUND**

- 45.1 Brescia will provide BUCSA \$2000 annually for campus events; event(s) can be open to all staff/faculty of Brescia with the purpose employee engagement. BUCSA will contribute up to \$100 for events exceeding \$250. Events may include fitness, wellness or be socially themed. Some examples may include: yoga, zumba, urban polling, lunch and learns, family skates, or a family movie event at Western film. BUSCA members will be responsible for planning the event. BUCSA members will be given the opportunity to organize their event(s) with an estimate cost sent to the Director of Human Resources one month prior to the event.

**APPENDIX A**

- 1. Brescia University College: Written Warning form
- 2. Brescia University College: Action Plan form

**BRESCIA UNIVERSITY COLLEGE – WRITTEN WARNING**

Issued to: \_\_\_\_\_

Was a verbal warning issued? YES NO Date of Verbal Warning \_\_\_\_\_

This written warning is issued to the staff member as a result of inappropriate behavior or action or unsatisfactory performance of job requirements as follows:

The staff member is expected to improve his/her performance in the following way:

The staff member and his/her supervisor will discuss whether the performance has improved on:  
(Specify date, time, and place)

Is this is the employee’s first written warning? YES NO

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BRESCIA UNIVERSITY COLLEGE: EMPLOYEE ACTION PLAN**

This Action Plan is to be used in conjunction with written warnings. It is intended to give notice to the employee of the actions that must be undertaken to improve performance.

Name of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

The following action needs to be undertaken by the employee to improve performance:

Date on which performance will be re-evaluated:

I have read the Action Plan and understand it. I understand that if my job performance does not improve, further action will be taken that could lead to further discipline up and including my suspension and/or to dismissal.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

## APPENDIX B

**Brescia Wage Grids 2019-2023**

Annualized for a 35 hour work week

1%

Future Base Compensation Grid Model - Year 1 2019-2020 Staff Association Hourly Wage Grid														
Level	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	1st year		2nd year		3rd year		4th year		5th year		10th year		15th year+	
1	15.41	28,051	15.90	28,933	16.36	29,779	16.86	30,680	17.33	31,544	17.81	32,407	18.24	33,198
2	17.20	31,309	17.75	32,310	18.30	33,310	18.85	34,305	19.37	35,257	19.93	36,272	20.48	37,279
3	19.62	35,716	20.23	36,819	20.80	37,849	21.41	38,970	22.04	40,110	22.60	41,139	23.22	42,260
4	22.39	40,753	23.11	42,058	23.79	43,290	24.47	44,540	25.15	45,771	25.83	47,003	26.55	48,326
5	25.51	46,433	26.29	47,848	27.09	49,301	27.85	50,679	28.64	52,131	29.41	53,528	30.23	55,017
6	28.60	52,058	29.50	53,694	30.36	55,256	31.27	56,911	32.11	58,436	33.00	60,054	33.89	61,672
7	31.70	57,701	32.71	59,539	33.66	61,267	34.61	62,995	35.60	64,797	36.59	66,598	37.55	68,344
8	34.85	63,418	35.91	65,348	36.96	67,260	38.03	69,208	39.08	71,120	40.17	73,105	41.23	75,035
9	38.97	70,919	40.17	73,113	41.41	75,374	42.65	77,625	43.88	79,861	45.10	82,077	46.35	84,355
10	42.07	76,561	43.23	78,675	44.52	81,028	45.80	83,362	47.11	85,734	48.40	88,087	49.67	90,403
11	46.22	84,116	47.50	86,451	48.97	89,134	50.33	91,598	50.85	92,553	53.13	96,689	54.58	99,336

1%

Future Base Compensation Grid Model - Year 2 2020-2021 Staff Association Hourly Wage Grid														
Level	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	1st year		2nd year		3rd year		4th year		5th year		10th year		15th year+	
1	15.57	28,331	16.06	29,223	16.53	30,077	17.03	30,986	17.50	31,859	17.98	32,732	18.42	33,530
2	17.37	31,622	17.93	32,634	18.49	33,643	19.04	34,648	19.57	35,609	20.13	36,635	20.69	37,651
3	19.82	36,073	20.43	37,187	21.00	38,227	21.63	39,360	22.26	40,511	22.83	41,550	23.45	42,683
4	22.62	41,160	23.34	42,479	24.02	43,723	24.72	44,985	25.40	46,229	26.08	47,473	26.82	48,810
5	25.77	46,897	26.55	48,327	27.36	49,794	28.12	51,186	28.93	52,653	29.71	54,064	30.53	55,567
6	28.89	52,578	29.80	54,231	30.66	55,809	31.58	57,480	32.43	59,021	33.33	60,655	34.22	62,288
7	32.02	58,278	33.04	60,135	34.00	61,880	34.96	63,625	35.96	65,445	36.96	67,264	37.93	69,028
8	35.19	64,052	36.26	66,001	37.33	67,932	38.41	69,900	39.47	71,831	40.57	73,836	41.64	75,786
9	39.36	71,629	40.57	73,844	41.83	76,128	43.08	78,401	44.32	80,660	45.55	82,898	46.81	85,199
10	42.49	77,327	43.66	79,462	44.97	81,838	46.26	84,196	47.58	86,591	48.88	88,967	50.17	91,307
11	46.68	84,957	47.98	87,315	49.46	90,026	50.83	92,513	51.36	93,479	53.66	97,656	55.13	100,330

1%

Future Base Compensation Grid Model - Year 3 2021-2022 Staff Association Hourly Wage Grid														
Level	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	1st year		2nd year		3rd year		4th year		5th year		10th year		15th year+	
1	15.72	28,615	16.22	29,515	16.69	30,377	17.20	31,296	17.68	32,178	18.16	33,059	18.61	33,865
2	17.55	31,938	18.11	32,960	18.67	33,979	19.23	34,994	19.76	35,965	20.33	37,001	20.89	38,028
3	20.02	36,434	20.64	37,559	21.21	38,609	21.84	39,753	22.48	40,916	23.06	41,966	23.69	43,110
4	22.84	41,572	23.57	42,903	24.26	44,160	24.96	45,435	25.65	46,691	26.34	47,948	27.09	49,298
5	26.03	47,366	26.82	48,810	27.63	50,291	28.41	51,698	29.22	53,179	30.00	54,604	30.84	56,123
6	29.18	53,104	30.10	54,773	30.97	56,367	31.90	58,055	32.75	59,611	33.66	61,261	34.57	62,911
7	32.34	58,861	33.37	60,736	34.34	62,499	35.31	64,261	36.32	66,099	37.33	67,937	38.31	69,718
8	35.55	64,693	36.63	66,662	37.70	68,612	38.79	70,599	39.86	72,549	40.98	74,575	42.06	76,544
9	39.75	72,345	40.98	74,582	42.25	76,889	43.51	79,185	44.76	81,467	46.00	83,727	47.28	86,051
10	42.91	78,100	44.10	80,256	45.42	82,657	46.72	85,038	48.05	87,457	49.37	89,857	50.67	92,220
11	47.15	85,807	48.46	88,188	49.96	90,926	51.34	93,439	51.88	94,414	54.19	98,633	55.68	101,333

1.0% Plus \$600 one time lump sum

Future Base Compensation Grid Model - Year 4 2022-2023 Staff Association Hourly Wage Grid														
Level	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	1st year		2nd year		3rd year		4th year		5th year		10th year		15th year+	
1	15.88	28,901	16.38	29,810	16.86	30,681	17.37	31,609	17.86	32,499	18.35	33,389	18.79	34,204
2	17.72	32,258	18.29	33,290	18.86	34,319	19.42	35,344	19.96	36,325	20.53	37,371	21.10	38,408
3	20.22	36,798	20.84	37,935	21.43	38,995	22.06	40,151	22.71	41,325	23.29	42,385	23.92	43,541
4	23.07	41,988	23.81	43,332	24.51	44,601	25.21	45,889	25.91	47,158	26.61	48,427	27.36	49,791
5	26.29	47,840	27.09	49,298	27.91	50,794	28.69	52,215	29.51	53,711	30.30	55,150	31.15	56,684
6	29.47	53,635	30.40	55,321	31.28	56,931	32.22	58,635	33.08	60,207	34.00	61,874	34.91	63,540
7	32.66	59,449	33.71	61,343	34.68	63,124	35.66	64,904	36.68	66,760	37.70	68,616	38.69	70,415
8	35.90	65,340	36.99	67,328	38.08	69,298	39.18	71,305	40.26	73,275	41.38	75,320	42.48	77,309
9	40.15	73,068	41.39	75,328	42.67	77,658	43.94	79,977	45.21	82,281	46.46	84,564	47.75	86,911
10	43.34	78,881	44.54	81,059	45.87	83,483	47.19	85,888	48.53	88,331	49.87	90,756	51.18	93,142
11	47.62	86,665	48.94	89,070	50.46	91,835	51.85	94,373	52.39	95,358	54.74	99,619	56.23	102,346

**Brescia Wage Grids 2019-2023**

Annualized for a 37.5 hour work week

1%

Future Base Compensation Grid Model - Year 1 2019-2020 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.41	30,055	15.90	31,000	16.36	31,906	16.86	32,871	17.33	33,797	17.81	34,722	18.24
2	17.20	33,545	17.75	34,618	18.30	35,689	18.85	36,755	19.37	37,775	19.93	38,863	20.48	39,941
3	19.62	38,267	20.23	39,449	20.80	40,552	21.41	41,753	22.04	42,974	22.60	44,077	23.22	45,279
4	22.39	43,664	23.11	45,062	23.79	46,382	24.47	47,721	25.15	49,041	25.83	50,360	26.55	51,778
5	25.51	49,750	26.29	51,266	27.09	52,822	27.85	54,299	28.64	55,855	29.41	57,352	30.23	58,947
6	28.60	55,776	29.50	57,529	30.36	59,203	31.27	60,976	32.11	62,610	33.00	64,344	33.89	66,077
7	31.70	61,823	32.71	63,792	33.66	65,643	34.61	67,495	35.60	69,425	36.59	71,355	37.55	73,226
8	34.85	67,948	35.91	70,016	36.96	72,064	38.03	74,152	39.08	76,200	40.17	78,327	41.23	80,395
9	38.97	75,985	40.17	78,335	41.41	80,758	42.65	83,170	43.88	85,566	45.10	87,940	46.35	90,380
10	42.07	82,030	43.23	84,295	44.52	86,816	45.80	89,317	47.11	91,857	48.40	94,378	49.67	96,860
11	46.22	90,124	47.50	92,626	48.97	95,501	50.33	98,140	50.85	99,164	53.13	103,596	54.58	106,432

1%

Future Base Compensation Grid Model - Year 2 2020-2021 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.57	30,355	16.06	31,310	16.53	32,225	17.03	33,200	17.50	34,135	17.98	35,070	18.42
2	17.37	33,881	17.93	34,965	18.49	36,046	19.04	37,123	19.57	38,153	20.13	39,252	20.69	40,341
3	19.82	38,650	20.43	39,844	21.00	40,958	21.63	42,171	22.26	43,404	22.83	44,518	23.45	45,732
4	22.62	44,100	23.34	45,513	24.02	46,846	24.72	48,198	25.40	49,531	26.08	50,864	26.82	52,296
5	25.77	50,247	26.55	51,779	27.36	53,530	28.12	54,842	28.93	56,414	29.71	57,925	30.53	59,537
6	28.89	56,334	29.80	58,104	30.66	59,795	31.58	61,585	32.43	63,237	33.33	64,987	34.22	66,737
7	32.02	62,441	33.04	64,430	34.00	66,300	34.96	68,170	35.96	70,119	36.96	72,069	37.93	73,958
8	35.19	68,627	36.26	70,716	37.33	72,785	38.41	74,893	39.47	76,962	40.57	79,110	41.64	81,199
9	39.36	76,745	40.57	79,119	41.83	81,566	43.08	84,002	44.32	86,421	45.55	88,819	46.81	91,284
10	42.49	82,850	43.66	85,138	44.97	87,684	46.26	90,210	47.58	92,776	48.88	95,322	50.17	97,829
11	46.68	91,026	47.98	93,552	49.46	96,456	50.83	99,122	51.36	100,156	53.66	104,632	55.13	107,496

1%

Future Base Compensation Grid Model - Year 3 2021-2022 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.72	30,659	16.22	31,623	16.69	32,547	17.20	33,532	17.68	34,476	18.16	35,420	18.61
2	17.55	34,219	18.11	35,314	18.67	36,406	19.23	37,494	19.76	38,534	20.33	39,644	20.89	40,744
3	20.02	39,037	20.64	40,242	21.21	41,367	21.84	42,593	22.48	43,838	23.06	44,963	23.69	46,189
4	22.84	44,541	23.57	45,968	24.26	47,314	24.96	48,680	25.65	50,026	26.34	51,372	27.09	52,819
5	26.03	50,750	26.82	52,297	27.63	53,884	28.41	55,391	29.22	56,978	30.00	58,505	30.84	60,132
6	29.18	56,897	30.10	58,685	30.97	60,393	31.90	62,201	32.75	63,869	33.66	65,637	34.57	67,405
7	32.34	63,065	33.37	65,074	34.34	66,963	35.31	68,851	36.32	70,820	37.33	72,789	38.31	74,698
8	35.55	69,313	36.63	71,423	37.70	73,512	38.79	75,642	39.86	77,732	40.98	79,901	42.06	82,011
9	39.75	77,512	40.98	79,910	42.25	82,381	43.51	84,842	44.76	87,286	46.00	89,708	47.28	92,197
10	42.91	83,678	44.10	85,989	45.42	88,561	46.72	91,112	48.05	93,704	49.37	96,275	50.67	98,807
11	47.15	91,936	48.46	94,487	49.96	97,421	51.34	100,113	51.88	101,158	54.19	105,678	55.68	108,571

1.0% Plus \$600 one time lump sum

Future Base Compensation Grid Model - Year 4 2022-2023 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.88	30,965	16.38	31,939	16.86	32,873	17.37	33,867	17.86	34,821	18.35	35,774	18.79
2	17.72	34,562	18.29	35,667	18.86	36,770	19.42	37,869	19.96	38,919	20.53	40,041	21.10	41,152
3	20.22	39,427	20.84	40,644	21.43	41,781	22.06	43,019	22.71	44,277	23.29	45,413	23.92	46,651
4	23.07	44,987	23.81	46,428	24.51	47,787	25.21	49,167	25.91	50,527	26.61	51,886	27.36	53,347
5	26.29	51,257	27.09	52,819	27.91	54,423	28.69	55,944	29.51	57,547	30.30	59,090	31.15	60,733
6	29.47	57,466	30.40	59,272	31.28	60,997	32.22	62,823	33.08	64,508	34.00	66,293	34.91	68,079
7	32.66	63,696	33.71	65,725	34.68	67,632	35.66	69,540	36.68	71,529	37.70	73,517	38.69	75,445
8	35.90	70,007	36.99	72,137	38.08	74,248	39.18	76,399	40.26	78,509	41.38	80,700	42.48	82,831
9	40.15	78,288	41.39	80,709	42.67	83,205	43.94	85,690	45.21	88,158	46.46	90,605	47.75	93,119
10	43.34	84,515	44.54	86,849	45.87	89,446	47.19	92,023	48.53	94,641	49.87	97,238	51.18	99,795
11	47.62	92,855	48.94	95,432	50.46	98,395	51.85	101,114	52.39	102,169	54.74	106,735	56.23	109,657

**Brescia Wage Grids 2019-2023**

Annualized for a 40 hour work week

1%

Future Base Compensation Grid Model - Year 1 2019-2020 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.41	32,058	15.90	33,067	16.36	34,033	16.86	35,062	17.33	36,050	17.81	37,037	18.24
2	17.20	35,782	17.75	36,926	18.30	38,068	18.85	39,205	19.37	40,293	19.93	41,454	20.48	42,604
3	19.62	40,819	20.23	42,079	20.80	43,255	21.41	44,537	22.04	45,839	22.60	47,016	23.22	48,297
4	22.39	46,575	23.11	48,066	23.79	49,474	24.47	50,902	25.15	52,310	25.83	53,717	26.55	55,230
5	25.51	53,066	26.29	54,684	27.09	56,343	27.85	57,919	28.64	59,579	29.41	61,175	30.23	62,877
6	28.60	59,495	29.50	61,364	30.36	63,150	31.27	65,041	32.11	66,784	33.00	68,633	33.89	70,482
7	31.70	65,944	32.71	68,045	33.66	70,020	34.61	71,994	35.60	74,053	36.59	76,112	37.55	78,108
8	34.85	72,478	35.91	74,683	36.96	76,868	38.03	79,095	39.08	81,280	40.17	83,549	41.23	85,755
9	38.97	81,051	40.17	83,558	41.41	86,142	42.65	88,715	43.88	91,270	45.10	93,803	46.35	96,406
10	42.07	87,498	43.23	89,914	44.52	92,603	45.80	95,271	47.11	97,981	48.40	100,670	49.67	103,317
11	46.22	96,133	47.50	98,801	48.97	101,868	50.33	104,683	50.85	105,775	53.13	110,502	54.58	113,527

1%

Future Base Compensation Grid Model - Year 2 2020-2021 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.57	32,379	16.06	33,397	16.53	34,373	17.03	35,413	17.50	36,410	17.98	37,407	18.42
2	17.37	36,139	17.93	37,296	18.49	38,449	19.04	39,597	19.57	40,696	20.13	41,868	20.69	43,030
3	19.82	41,227	20.43	42,500	21.00	43,688	21.63	44,982	22.26	46,298	22.83	47,486	23.45	48,780
4	22.62	47,040	23.34	48,547	24.02	49,969	24.72	51,411	25.40	52,833	26.08	54,255	26.82	55,782
5	25.77	53,597	26.55	55,231	27.36	56,907	28.12	58,498	28.93	60,174	29.71	61,787	30.53	63,506
6	28.89	60,090	29.80	61,978	30.66	63,782	31.58	65,691	32.43	67,452	33.33	69,319	34.22	71,187
7	32.02	66,604	33.04	68,725	34.00	70,720	34.96	72,714	35.96	74,794	36.96	76,873	37.93	78,889
8	35.19	73,202	36.26	75,430	37.33	77,637	38.41	79,886	39.47	82,093	40.57	84,384	41.64	86,612
9	39.36	81,861	40.57	84,393	41.83	87,003	43.08	89,602	44.32	92,183	45.55	94,741	46.81	97,370
10	42.49	88,373	43.66	90,813	44.97	93,529	46.26	96,224	47.58	98,961	48.88	101,677	50.17	104,351
11	46.68	97,094	47.98	99,789	49.46	102,886	50.83	105,730	51.36	106,833	53.66	111,607	55.13	114,663

1%

Future Base Compensation Grid Model - Year 3 2021-2022 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.72	32,703	16.22	33,731	16.69	34,717	17.20	35,767	17.68	36,774	18.16	37,782	18.61
2	17.55	36,501	18.11	37,668	18.67	38,834	19.23	39,993	19.76	41,103	20.33	42,287	20.89	43,461
3	20.02	41,639	20.64	42,925	21.21	44,125	21.84	45,432	22.48	46,761	23.06	47,961	23.69	49,268
4	22.84	47,511	23.57	49,032	24.26	50,468	24.96	51,926	25.65	53,361	26.34	54,797	27.09	56,340
5	26.03	54,133	26.82	55,783	27.63	57,476	28.41	59,083	29.22	60,776	30.00	62,405	30.84	64,141
6	29.18	60,690	30.10	62,598	30.97	64,419	31.90	66,348	32.75	68,127	33.66	70,013	34.57	71,899
7	32.34	67,270	33.37	69,413	34.34	71,427	35.31	73,442	36.32	75,542	37.33	77,642	38.31	79,678
8	35.55	73,934	36.63	76,185	37.70	78,413	38.79	80,685	39.86	82,914	40.98	85,228	42.06	87,478
9	39.75	82,680	40.98	85,237	42.25	87,873	43.51	90,498	44.76	93,105	46.00	95,688	47.28	98,343
10	42.91	89,257	44.10	91,722	45.42	94,465	46.72	97,186	48.05	99,951	49.37	102,694	50.67	105,394
11	47.15	98,065	48.46	100,787	49.96	103,915	51.34	106,787	51.88	107,901	54.19	112,723	55.68	115,809

1.0% Plus \$600 one time lump sum

Future Base Compensation Grid Model - Year 4 2022-2023 Staff Association Hourly Wage Grid														
Level	Step 1 1st year		Step 2 2nd year		Step 3 3rd year		Step 4 4th year		Step 5 5th year		Step 6 10th year		Step 7 15th year+	
	1	15.88	33,030	16.38	34,069	16.86	35,064	17.37	36,125	17.86	37,142	18.35	38,159	18.79
2	17.72	36,866	18.29	38,045	18.86	39,222	19.42	40,393	19.96	41,514	20.53	42,710	21.10	43,895
3	20.22	42,055	20.84	43,354	21.43	44,566	22.06	45,886	22.71	47,228	23.29	48,441	23.92	49,761
4	23.07	47,986	23.81	49,523	24.51	50,973	25.21	52,445	25.91	53,895	26.61	55,345	27.36	56,904
5	26.29	54,674	27.09	56,341	27.91	58,051	28.69	59,674	29.51	61,384	30.30	63,029	31.15	64,782
6	29.47	61,297	30.40	63,224	31.28	65,064	32.22	67,012	33.08	68,808	34.00	70,713	34.91	72,618
7	32.66	67,942	33.71	70,107	34.68	72,141	35.66	74,176	36.68	76,297	37.70	78,418	38.69	80,474
8	35.90	74,674	36.99	76,946	38.08	79,197	39.18	81,492	40.26	83,743	41.38	86,080	42.48	88,353
9	40.15	83,507	41.39	86,089	42.67	88,752	43.94	91,403	45.21	94,036	46.46	96,645	47.75	99,327
10	43.34	90,150	44.54	92,639	45.87	95,409	47.19	98,158	48.53	100,950	49.87	103,721	51.18	106,448
11	47.62	99,046	48.94	101,794	50.46	104,954	51.85	107,855	52.39	108,980	54.74	113,850	56.23	116,967



## APPENDIX C

### Staff Relations Committee (SRC) Terms of Reference

**Purpose:** To facilitate open dialogue on an ongoing basis between Brescia Administration and the Staff Association, as well as to maintain mutual cooperation and respect

**Membership:** The Committee will be composed of equal representative from both parties, including a minimum of three representatives from the Staff Association, one of whom will be the President, and three representatives from Brescia Administration, one of whom will be the Director of Human Resources. Either party may invite one additional representative.

**Co-Chairs:** The Committee will have two co-chairs with one co-chair representing the Staff Association (BUCSA President) and one co-chair representing Brescia Administration (Director of Human Resources).

**Meetings:** The Committee will meet quarterly throughout the year or at the call of a Chair. A quorum for the meeting will be two representatives from both the Staff Association and Brescia Administration. Any agenda items will be forwarded to the respective co-chair one week prior to the scheduled meeting. Agendas with any background information will be sent out in advance when possible.

**Minutes:** A record of minutes will be taken by a Committee member other than the Co-Chairs. A draft of meeting minutes will be distributed within one week of the meeting taking place to all Committee members. Draft minutes need to be approved by the Committee at the next scheduled SRC meeting. Once approved, minutes will be posted to OWL for future reference. Confidentiality in the minutes must be observed, and no names will be referenced except for the person responsible for any action items resulting from the meeting.

**Areas for Discussion:** This Committee will review and discuss:

- policies that have an impact on Staff Association members.
- any recommendations going to ERC for approval.
- any item affecting Staff Association members and determining whether this Committee is the proper forum or refer the item to another committee for resolution

SRC will not discuss any item that is the subject of a grievance.

APPENDIX D

Notice and Severance Payment

<b>Services (Years Completed)</b>	<b>Notice Period (in weeks)</b>
<b>More than 3 months but less than one year</b>	1
<b>One year or more but less than 3 years</b>	2
<b>3</b>	3
<b>4</b>	4
<b>5</b>	5
<b>6</b>	6
<b>7</b>	7
<b>8+ years</b>	8

Severance Payment will be owed to an employee with 5 or more years of experience (be it active or inactive or continuous or not) as follows:

To calculate the amount of severance an employee is owed, you take their: **(regular week's wage x 2) x (number of completed employment years + number of months of an incomplete year, divided by 12).**

**Letter of Understanding**

**Between**

**Brescia University College Staff Association (“BUCSA”)**

**And**

**Brescia University College (“Brescia”)**

**Re: Parking**

1. The parties agree that prior to May 1<sup>st</sup>, 2021 Brescia will not increase staff reserved and non-reserved parking rates beyond the rates in place for 2019-2020.
2. The parties agree that between January 2021 and March 2021 Brescia will meet with BUCSA’s Negotiations Committee to discuss parking rates for the remainder of the Terms and Conditions Agreement.

We agree to this Letter of Understanding, and any changes to this understanding must be agreed upon by both parties.

**Letter of Understanding**

**Between**

**Brescia University College**

**and**

**Brescia University College Staff Association (BUCSA)**

**Re: Performance Appraisal Process**

1. The parties agree that within 12 months of signing this Agreement, Brescia University College will undertake a review of the current performance appraisal process.
2. The Director of Human Resources will re-establish the committee of staff volunteers to complete the work.
  - a. The committee that conducts this review will consist of:
    - i. Up to three (3) members of Brescia Administration, one (1) of which being the Director of Human Resources.
    - ii. A diverse representation of Brescia staff consisting of at least five (5) representatives from various departments across campus.
3. The review will consist of updating the current performance appraisal form and process, including accountabilities.
4. Upon completion of the review, Brescia has up to twelve (12) months to implement the new performance appraisal process. It is agreed that implementation will occur prior to the end of this contract.
5. Any training required as a result of the implementation process will be considered for inclusion in the Human Resources departmental budget in the normal course.

**Letter of Understanding**

**Between**

**Brescia University College**

**and**

**Brescia University College Staff Association (BUCSA)**

**Re: Grievance Form and Procedure**

1. The parties agree that within 6 months of signing this Agreement, the Staff Relations Committee (SRC) will complete the development and implementation of a Grievance Form and the procedure for which it will be used.
2. This form shall include the following information:
  - a. The BUCSA Grievance Form will be electronic and made available to members on the BUCSA website.
    - i. Section One (to be completed by Griever):
      1. Personal Information:
        - a. Surname
        - b. Given Names
        - c. Telephone Number
        - d. Home Address
        - e. Email Address
      2. Employment Information:
        - a. Employee Number
        - b. Position Title
        - c. Department and Supervisor
        - d. Expiry Date of Collective Agreement
      3. Grievance Details, which must reference the article that is being violated
      4. Corrective Action Requested
      5. Dated and signed by Employee
    - ii. Section Two (to be completed by BUCSA President):
      1. Dated and signed by BUCSA President
  - b. The Grievance Form will be automatically sent electronically to the BUCSA President.
  - c. Once the form is completed and signed, a copy will be distributed to the following individuals: Griever, BUCSA President, Director of Human Resources, and the Supervisor.
  - d. The BUCSA President will work with the Griever as it relates to the procedure outlined in Article 12 – Grievance Procedures in the BUCSA Staff Association Terms and Conditions.

**Letter of Understanding**

**Between**

**Brescia University College Staff Association (“BUCSA”)**

**And**

**Brescia University College (“Brescia”)**

**Re: Staff Service Recognition Award**

As agreed upon during contract negotiations between BUCSA and Brescia for May 1, 2019, this Letter of Understanding sets out the understanding between BUCSA and Brescia regarding the creation of a staff service recognition award:

1. BUCSA will develop the award criteria, including terms of reference which outline eligibility, selection process, and a development and implementation timeline.
2. Brescia agrees to financially support the cost of the physical award (i.e., plaque or trophy) on an annual basis.
3. Brescia agrees to work with BUCSA to identify an appropriate time and place for the presentation of this award, and where this award and recognition of its recipients will be displayed on campus.
4. Both parties agree that full implementation will be achieved by December 2020.

We agree to this Letter of Understanding, and any changes to this understanding must be agreed to by both parties.