

COLLECTIVE AGREEMENT

between

YORK **UNIVERSITY**

and

THE CANADIAN UNION OF **PUBLIC** EMPLOYEES

AND ITS LOCAL **1356**

TABLE OF CONTENTS

Page	Article	
1		Recognition
1	2	Management Functions
1	3	Union Security
3	4	Union Representation
5	5	Union Representation (Stewards)
6	6	Grievance Procedure
9	7	Arbitration
10	8	Discipline
11	9	No Strikes - No Lockouts
11	10	Probationary Period
11	11	Seniority
14	12	Loss of Seniority
15	13	Job Posting
17	14	Jury Leave
18	15	Bereavement Leave
19	16	Leave
21	17	Union Duty Leave
22	18	Pregnancy, Parental, Adoptions and Paternity Leave
26	19	Sick Leave
30	20	Holidays
31	21	Vacations
33	22	Hours of Work
35	23	Wages
36	24	Employee Benefits and Pension Plans
38	25	General
41	26	Correspondence
42	27	Duration and Modification of Agreement
43		Schedule A - Basic Hourly Rates
		Letter of Intent
45		- Caretaker Classification
46		- Employee Assistance Plan
47		Letter of Understanding
48		Letter of Understanding - Work Accommodation Programme

**AGREEMENT**

between

**YORK UNIVERSITY**

(hereinafter referred to as the "University")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1356**

(hereinafter referred to as the "Union")

Effective Dates: **September 1, 1993**

**TO**

**March 31, 1996**

Ratification: **August 3, 1993**

**GENERAL PURPOSE**

**The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union.**

**ARTICLE 1**

**Recognition**

**1.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated March 1, 1971, the University recognizes the Union as the sole and exclusive bargaining agent of all its employees engaged in maintenance, services and plant operations, save and except supervisor, persons above the rank of supervisor, office staff, students employed during the school vacation period, persons regularly employed for not more than 24 hours per week, and persons covered by other collective agreements with the University.

**ARTICLE 2**

**Management Functions**

**2.01** Except as expressly abridged by this Agreement, the management of the University, the direction of the work force, the right to determine the means, methods, processes, materials and schedules of operations, shall be the right, solely and exclusively, of the University.

**ARTICLE 3**

**Union Security**

**3.01** The University and the Union agree there shall be no discrimination, interference, restriction or harassment or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin or ancestry, political or religious affiliation, sex, family status or marital status, place of residence, sexual orientation, handicap, nor by reason of membership or activity in the Union.

**3.02** During the period of this Agreement all employees who are, at the date of signing of this Agreement, members of the Union or who later become members of the Union shall remain members in good standing. All new employees hired subsequent to the date of signing of this Agreement shall become members of the Union and shall pay an initiation fee after successful completion of the probationary period as provided for in Article 10.01.

**3.03** An amount equal to monthly Union dues and/or assessments will be deducted from each employee from the first pay in the month following date of hire, and in each month following, as authorized by the Union and certified to the University by the Secretary-Treasurer of Local 1356.

**3.04** The University shall remit the amounts deducted to the Secretary-Treasurer of Local 1356 by the end of the month in which the deductions were made. At the same time the University will provide a statement showing the names of those employees from whose pay a deduction was made and a copy of this list will be sent to the Union's National Headquarters.

**3.05** A Union Steward, or member of the Executive, shall be given the opportunity to interview a new employee once, during that employee's probationary period, during regular working hours and without loss of pay. This interview, which shall not exceed 15 minutes, shall be for the purpose of discussing with the new employee the benefits, duties and responsibilities of Union Membership, and shall be held, if possible, within five (5) working days of the employee having commenced work. The time and place for the interview will be arranged by the Supervisor of the new employee.

**3.06** The University shall continue to provide CUPE, Local 1356 with office accommodation at the Keele Campus.

**3.07** The University and the Union agree that they are jointly responsible for the attainment of employment equity goals and are jointly committed to the fostering of employment equity principles.

**3.08** The University recognizes its responsibility to provide a workplace free from sexual, gender, or racial harassment or discrimination. If an employee feels so harassed and needs to seek recourse other than with supervisory staff or a Union Steward, there exists at the University the Centres for Race and Ethnic Relations and Sexual Harassment whose mandate includes the development of policies and procedures consistent with the Human Rights Code.

Information on policies and procedures are available through the above mentioned offices or can upon request, be made available through supervisory staff or a Union Steward. In addition, through the auspices of these offices the University shall make arrangements to provide information or education sessions for all members of CUPE Local 1356 and management.

For purposes of this article the definitions of harassment shall be consistent with that provided by the offices referred to in paragraph one.

#### **ARTICLE 4**

##### **Union Representation**

**4.01** The University will recognize a Negotiation Committee composed of the President and up to six members of Local 1356. The Union will advise the University in advance of the members' names. The Union agrees that, except for the President, there shall not be more than one employee elected or appointed to the Negotiation Committee from any one classification within Maintenance or Grounds.

**4.02** Employees appointed to this Committee shall have service with the bargaining unit.

**4.03** The Union shall be entitled to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the University.

**4.04** Members of the Negotiation Committee shall be given time off during their normal working hours without loss of pay while actually attending meetings with the University. Any member of the Negotiation Committee who normally works on the afternoon or night shift will be given time off with pay of 4 hours - if the negotiation meeting lasts 4 hours or less - and 8 hours - if the negotiation meeting lasts more than 4 hours.

**4.05** The privilege of the President, or designate to leave work during normal working hours without loss of pay for the purposes of investigating disputes and presenting STEP 3 grievances will be granted provided that verbal permission is obtained from the Superintendent or designated representative before leaving work and that the President reports immediately back upon return. Such permission shall not be unreasonably withheld.

**4.06** The University agrees that the Chief Steward/President, CUPE, Local 1356 shall, if appropriate, be transferred to the day shift during the period of such official's term of office. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of Article 13.02 Term/Task, and duration of the term may be extended without re-posting. Upon completion of the term of office the employee shall be returned to the employee's former position. It is understood that the employee's Basic Hourly Rate shall not be reduced as a result of such transfer.

**4.07** The University agrees that the Vice-President, CUPE, Local 1356 shall, if appropriate, be transferred to the day shift when the Chief Steward and the President are on scheduled or unscheduled absences of five (5) or more days. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of Article 13.02 Term/Task, and duration of the term may be extended without re-posting.

**4.08** The Union shall be entitled to elect one member to the Advisory Board of the Retirement Centre. The Union shall advise the University and the Retirement Centre of the name, and term of office, of such representative.

**4.09** The University agrees to place one representative, designated by the Union, on the Board of Trustees of the Pension Plan.

**4.10** The University agrees to continue an All-University Committee representing the different groups of participants in the York Pension Plan (including pensioners and the Board of Trustees of the York Pension Plan) to discuss changes to the York Pension Plan and report back periodically to their constituencies.

**ARTICLE 5**

**Union Representation (Stewards)**

**5.01** The University acknowledges the right of the Union to appoint full-time employees as Stewards to represent employees in various areas of the University. It is agreed that representation shall be as follows:

Chief Steward	(1)
Caretaking (Days) - York Campus	(1)
Caretaking (Nights) - York Campus	(3)
Glendon College	(1)
Grounds - York Campus	(1)
Housing	(1)
Maintenance - York Campus	(1)

**5.02** The Union shall advise the University, in writing, of the name and area represented of each of the Stewards. The University will recognize the status of such employees as Stewards only from the date of receipt of such written notice.

**5.03** All Stewards shall have service within the bargaining unit and shall be actively employed in a bargaining unit position.

**5.04** The privileges of Stewards to leave their work during their normal working hours without loss of pay for the purposes of investigating disputes and presenting grievances will be granted provided that:

- (a) The Steward concerned obtains permission from the Steward's immediate Supervisor, or designated representative, before leaving work, and reports immediately upon return. Such permission shall not be unreasonably withheld;
- and
- (b) the Steward also obtains the permission of the immediate Supervisor of the employee concerned before discussing the matter with the employee concerned;
- and
- (c) the time away from the Steward's work shall be devoted to the prompt handling of a grievance;
- and
- (d) no Steward shall spend an unreasonable amount of time servicing grievances.

ARTICLE 6

**Grievance Procedure**

**6.01** The purpose of this Article is to provide the sole method for the settlement of a grievance alleging that a specific provision or interpretation of this Agreement has been violated. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions herein set forth.

**6.02** No grievance shall be considered where the request for the Complaint Stage meeting, if applicable, or the submission of the written grievance at the appropriate Step, occurs more than five (5) working days after an employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

**6.03 COMPLAINT STAGE** If an employee has a grievance the employee shall first discuss the matter with the immediate Supervisor, accompanied by a Union Steward, if the employee so wishes. No grievance shall be deemed to exist until it has been discussed by the employee and the immediate Supervisor, at a suitable time to be fixed by the Supervisor, within two (2) working days of the date of the request for such a discussion. The Supervisor's oral answer shall be given within two (2) working days after the said discussion.

**6.04 STEP 1** If the grievance is not settled as provided for in 6.03, it shall be given, in writing, within three (3) working days to the employee's Superintendent, Manager, or designate. The written grievance shall be signed by the grievor and the Union Steward and shall contain details of the matter in dispute, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The Superintendent, Manager, or designate, will give a written reply, within three (3) working days of receipt of the grievance, to the Union Steward concerned, with a copy sent to the Chief Steward. In the event that a meeting is held to discuss the matter, the written reply shall be given within three (3) working days after the conclusion of this meeting.

**6.05 STEP 2** If the grievance is not settled in STEP 1 it shall be clearly noted STEP 2, dated, signed by the grievor and the Union Steward and submitted to the appropriate Director, within three (3) working days following receipt of the STEP 1 reply. The Director will give a written reply, within three (3) working days of receipt of the STEP 2 grievance, to the Union Steward concerned, with a copy sent to the Chief Steward. In the event that a meeting is held to discuss the matter, the written reply shall be given within three (3) working days following the conclusion of this meeting.

**6.06 STEP 3** If the grievance is not settled in **STEP 2** it may be clearly noted **STEP 3**, dated, signed by the Chief Steward and submitted to the Assistant Manager, Labour Relations within three (3) working days of receipt of the **STEP 2** reply. The Assistant Manager, Labour Relations and the appropriate management representative(s) shall meet to discuss the grievance with the grievor, the Union Steward concerned, the Chief Steward and a Union Official at a time to be mutually agreed-upon within three (3) working days following receipt of the request for such meeting. The University's written reply shall be given to the Chief Steward, within three (3) working days following the conclusion of this meeting.

**6.07** The parties agree to follow the Grievance Procedure in accordance with the Steps, time limits and conditions contained herein. If, in any Step, the University's representative fails to give a written answer within the required time limit, the Union and the employee may submit the grievance to the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required Steps, time limits and conditions, the grievance shall be deemed settled on the basis of the University's last answer.

**6.08** Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedure. Any of the time allowances set out in this Article may be extended if mutually agreed to, in writing.

**6.09** A group grievance is defined as a grievance where two or more employees in one or more sections allege that a specific provision or interpretation of this Agreement has been violated and the employees request the identical relief. The group grievance shall be presented directly at **STEP 1** if only one section is involved or at **STEP 2** if two or more sections are involved. However, no grievance shall be considered where the grievance is filed more than five (5) working days after the Union became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise

**6.10** An employee who wishes to submit a grievance concerning an unsuccessful bid for a job posting shall submit this grievance, which shall indicate the Job Posting Number in question, directly at **STEP 2**.

**6.11** A Policy Grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of this Collective Agreement, which arises directly between the University and the Union. It shall be submitted directly at **STEP 3** subject to the time limits set out in Article **6.02**. The provisions of this section may not be used with respect to a grievance directly affecting individual employees or a group of employees.

## **ARTICLE 7**

### **Arbitration**

**7.01** If a grievance is not settled in **STEP 3**, it may be taken to Arbitration either under the provisions of Section 46 of the Ontario Labour Relations Act or by a written notice signed by the President of Local 1356, or designate and given to the Manager, Labour Relations within five (5) working days after receipt of the University's written reply as required in **STEP 3**.

**7.02** In the latter case:

- (a) If the matter is to proceed to a three-person board, the written notice shall contain the name and address of the Union's appointee to the board, the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought. The University shall, within five (5) working days, notify the Union of the name and address of its appointee to the board.
- (b) The two appointees shall, within ten (10) working days, select an impartial Chair. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select a Chair.

**7.03** Each party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator or Chair, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

**7.04** The arbitrator or the Arbitration Board shall hear and determine the matter in dispute and shall issue an award which shall be final and binding upon the parties to this Agreement. The arbitrator or Arbitration Board shall, however, have no authority to add to, subtract from, ignore or alter any provision of this Agreement, nor to make an award which has such effect.

**7.05** The parties agree that the Steps, time limits and conditions specified in Article 6, Grievance Procedure, shall be binding upon the parties for the purpose of this Article unless an extension of such time limits has been mutually agreed to, in writing. Subsection 6 of Section 45 of the Labour Relations Act shall not apply to this Agreement.

**7.06** It is further agreed that the parties may agree to a single mutually agreed-upon arbitrator to hear the matter.

## **ARTICLE 8**

### **Discipline**

**8.01** An employee, other than a probationary employee, who is called before the Supervisor concerning any disciplinary matter shall be accompanied by a Union Steward. If the employee receives a reprimand, or if the employee is suspended or discharged, this shall be confirmed in writing to the employee within five (5) working days. Copies of this letter shall be sent concurrently to the Union and placed in the employee's Personal File in the Department of Human Resources. If twelve (12) months elapse without further similar or related incidents this letter shall be removed from the employee's Personal File and the employee's past record shall not be used against the employee.

**8.02** If an employee wishes to grieve the reprimand or suspension such grievance shall be submitted directly at **STEP 1** within five (5) working days from the date of the written confirmation provided for in **8.01**. A grievance concerning a discharge may be submitted directly at **STEP 3** within five (5) working days from the date of such written confirmation.

## **ARTICLE 9**

### **No Strikes - No Lockouts**

**9.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.

**9.02** In the event that any employees of York University, other than those covered by this Agreement, engage in a lawful strike or are locked out, employees covered by this Agreement shall not be required to perform work normally done by those employees.

## **ARTICLE 10**

### **Probationary Period**

**10.01** Unless the University and the Chief Steward, Local 1356, agree, in writing, to an extension of time, all employees shall be considered probationary employees for a period of sixty (60) days worked commencing from the date of the employee's most recent appointment to a bargaining unit position. The termination of an employee during the probationary period shall be at the sole discretion of the University based upon reasonable standards of performance and suitability.

## **ARTICLE 11**

### **Seniority**

**11.01** Seniority shall be defined as length of service in the bargaining unit.

**11.02** Upon successful completion of the probationary period the employee's seniority shall be deemed to have commenced from the date of most recent entry to the bargaining unit.

**11.03** Upon successful completion of the probationary period the seniority of an employee returning to the bargaining unit shall be adjusted to include the probationary period and accrued seniority, if any.

**11.04** The accrued seniority of an employee who is transferred or promoted out of the bargaining unit, but who remains an employee of the University, shall be retained by that employee, to the date of such transfer or promotion but will not continue to accumulate. If the employee returns to the bargaining unit within a period of two years the terms of **11.03** above shall apply.

**11.05** When a position is declared redundant, the employee who is displaced, will be offered the opportunity to transfer to any vacant position in the same classification and same shift and the Union will be so notified.

**11.06** The University agrees to observe the seniority of employees in connections with layoffs and recalls. It is understood that all term and task assignments will be terminated in a "classification" prior to any layoff.

In the event of a layoff the University will give the affected employee formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act. Concurrently, a copy of this notice will be sent to the Union.

The Union and the University shall meet with the employee within three (3) working days of receipt of such notice to discuss with the employee the following options:

- (a) Placement in vacant position at the same classification level if or;

- (b) if there is no vacancy, the employee may bump into a position at the same classification level, or lower, if qualified, where the incumbent has the least seniority, or;
- (c) if the employee is not placed in a vacant position or chooses not to bump, the employee may elect to receive severance pay at the rate of one week's pay at the employee's regular rate of pay for each completed year of service to fifteen (15) years, and at the rate of two (2) week's pay for each additional completed year of service to a total maximum of twenty-six (26) weeks (a partial year of service will be pro-rated at the appropriate rate by completed months). The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of receipt of such monies.

**11.07 RECALL:**

For a twelve (12) month period following the date of layoff employees shall retain their recall rights. While on layoff an employee may continue to participate in the Extended Health Care, Vision Care, Group Life and Dental Care plans, if a plan member prior to layoff. For the first three (3) months of layoff the employee may continue to pay the employee's regular portions of the applicable premiums to the University, in advance, monthly. For the balance of the layoff, not to exceed nine (9) months, the employee may continue to participate in the Extended Health Care, Vision Care, Group Life and Dental Care plans by paying the total cost of the applicable premiums to the University, in advance, monthly subject to the provisions of the plans.

Employees shall be recalled in order of their seniority as they meet the qualifications for the positions available.

Recall rights shall be terminated on the loss of seniority in accordance with **Article 12.01 (c)**.

Grievance concerning layoffs and recalls shall be initiated at STEP 3 of the grievance procedure.

**11.08** Top seniority rights shall be accorded to current members of Local 1356's Executive Board and Stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their position on the seniority list, provided full-time work for which they are qualified and which they are able to perform, at their own or lower Basic Hourly Rate is available.

**11.09** The Union shall be advised each month of all persons hired into, terminated from or transferred into, within or from the bargaining unit before the end of the following month.

**11.10** A seniority list will be prepared and a copy posted in the appropriate locations on the first working day each April and October. At the same time a copy will be forwarded to the Recording Secretary of Local 1356.

## **ARTICLE 12**

### **Loss of Seniority**

**12.01** Employee seniority and the employment relationship shall be terminated for any of the following reasons:

- (a) If an employee quits the employ of the University for any reason.
- (b) If an employee is justifiably discharged and not reinstated.
- (c) If an employee has been laid-off for a period exceeding twelve (12) months.
- (d) If an employee fails to notify the University of intention to return to work following a lay-off within ten (10) working days of the date of a registered recall letter mailed to the employee's last address as set out in the University records. It shall be the responsibility of the employee to keep the University informed of any change of address.

- (e) If an employee, having notified the University of intention to return to work as provided for in (d) above, fails to return to work within ten (10) working days of the date of the original letter.
- (f) If an employee uses an approved leave of absence for a purpose other than that given as the reason for the leave.
- (g) If an employee is absent for two consecutive scheduled working days without notifying the Supervisor, and if the Supervisor is not available, the Superintendent or Manager, as appropriate, and providing a reasonable explanation.

**12.02** An employee shall not be promoted or transferred to a position outside the bargaining unit without the employee's consent. An employee who has accepted such promotion or transfer shall retain any seniority accrued to the date of such move but shall not continue to accumulate seniority. If the employee does not return to a bargaining unit position within two years from the date of such promotion or transfer, this accrued seniority shall be lost.

## **ARTICLE 13**

### **Job Posting**

**13.01** If the University elects to fill a Caretaker Nights bargaining unit position, for which no termination date is anticipated at the time of appointment, such position shall be posted in accordance with the SPEEDY POSTING PROCEDURE below. If the University elects to fill a Caretaker Days or Evenings, bargaining unit position, for which no termination date is anticipated at the time of appointment, such position shall be posted indicating Complex, where applicable, and shift, for a period of five (5) working days with a copy being sent to the Union. All other bargaining unit positions, for which no termination date is anticipated at the time of appointment, shall be posted, indicating shift, for a period of five (5) working days with a copy being sent to the Union. The University agrees that any persons who are being considered for "casual" employment must first meet the qualifications for such positions.

1. The posting will be on special paper and posted on official notice boards indicating complex, where applicable and shift;
2. the posting will be forty-eight (48) hours duration (two (2) working days). Applicants will apply, using special application forms, to the Department of Physical Resources Personnel Office where a drop box will be located;
3. within two (2) working days following the closing of the posting, the most senior, qualified candidate will be selected;
4. notice will be sent to the Union, including starting date, name and seniority date of successful applicant, and the names and seniority dates of the unsuccessful applicants. Letters will be sent to unsuccessful applicants;
5. the above process will occur until there are no qualified bargaining unit applicants with seniority, and then the University will extend its search.

**13.02** If the University elects to fill a bargaining unit position for a definite term or task that is expected to last more than three (3) months but not more than twelve (12) months, such position shall also be posted, but no secondary posting will occur. Upon completion of the definite term or task the employee, provided the employee transferred from a continuing bargaining unit position, shall be returned to the employee's original position. In the event the original position no longer exists, such employee will be placed in a vacancy in the employee's former classification. If no such vacancy exists, the employee will be allowed to exercise seniority to bump in accordance with **11.06 (b)**.

Otherwise, upon completion of the definite term or task the employee will be terminated. If the employee fills another term or task position it will also be considered as a temporary transfer and the employment relationship will be terminated upon the completion of the additional assignment(s).

**13.03** An employee wishing to apply for a posted position must do so in writing within five (5) working days of the date of posting. A decision by the University shall be made within a further fifteen (15) working days and the affected employee(s) will be notified within an additional five (5) working days. The University shall provide the Union with a Job Posting Summary which shall include the name, seniority date and classification of all applicants, whether or not an applicant was selected, or that the University intends to extend its search.

**13.04** When filling a vacancy the qualifications of the applicant shall be given primary consideration. Where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection.

**13.05** When promoted or transferred to a new position the employee shall have a trial period of forty (40) days worked. If the employee is unable to perform the duties of the position in a manner satisfactory to the University, or if the employee finds the position unsatisfactory, the employee shall be returned to the former position. Any other employee who had been promoted due to the initial transfer or promotion shall be returned to that employee's former position. During the trial period the University may elect not to fill the vacancy created.

**13.06** The University will provide CUPE, Local 1356, for information, with the qualifications required for current classifications as these become available. The University will also provide CUPE, Local 1356 with any qualification updates as determined by changing conditions or outdated qualifications.

## **ARTICLE 14**

### **Jury Leave**

**14.01** An employee who has been summoned to be a juror or witness by any body in Canada with the power to subpoena shall supply the Supervisor, or designate, with a copy of the summons as soon as possible after receipt of same.

**14.02** An employee who has complied with 14.01 shall be given leave of absence without loss of normal pay for each day of service performed which the employee otherwise would have been scheduled to work and does not work. To receive this pay, upon return to work the employee shall provide the Supervisor with written confirmation of the dates of service, signed by the appropriate official.

## ARTICLE 15

### Bereavement Leave

**15.01** Bereavement leave with pay is provided for the purpose of attending a funeral or for the purpose of providing services or solace to the family of the deceased or for purposes of dealing with the shock of a personal loss. It is agreed that these factors will be considered in determining the length of a bereavement leave. Therefore, in the event of a death in the family an employee will be granted, upon request, up to a maximum of three days without loss of pay calculated at the employee's basic hourly rate. The term "in the family" means the employee's spouse, common-law spouse, child, stepchild, brother, sister, parent or step-parent, mother-in-law, father-in-law, grandparent or grandchild. If Overnight travel beyond Toronto is necessary for attendance at the funeral, the employee shall be granted, upon request, a further two days, without pay, for travelling time.

**15.02** If the family requests pallbearers to form an honour guard at the funeral of a deceased member of CUPE, Local 1356, the University shall grant the necessary time off without pay for up to six (6) members in the bargaining unit to attend the funeral and serve in such capacity.

ARTICLE 16

Leave

**16.01** It is agreed that an employee may be granted a leave of absence without pay for personal reasons for up to twelve (12) months. The following conditions apply to such a leave:

- (a) For personal leave of up to three (3) months, application must be made in writing and submitted to the employee's Supervisor at least four (4) weeks prior to the start of the leave, except in cases of emergency when such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied. Replies to such requests shall be made in writing and, if the leave is denied, the reason(s) shall be provided.
- (b) For personal leave greater than three (3) months but not longer than twelve (12) months, application must be made in writing and submitted to the employee's Supervisor at least three (3) months prior to the start of the leave. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied. Replies to such requests shall be made in writing and, if the leave is denied, the reason(s) shall be provided.
- (c) Personal leave without pay cannot be used for the purpose of alternative employment either at the University or elsewhere.
- (d) If a leave of absence does not exceed three (3) months, seniority shall continue to accrue. The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (24.01). On return to work, employees shall be reinstated in their former position.

- (e) If a leave of absence exceeds three (3) months, seniority shall be frozen and not accrue after three (3) months. Employees may continue to participate in the Employee Benefit Plans (24.01) by paying the total cost of applicable premiums to the University in advance, monthly, for any full months in which they do not work, subject to the provisions of the Plans. This arrangement shall not exceed nine (9) months. Upon expiry of the leave, employees shall be reinstated in their former position, if it continues to exist. If it does not, then the employee shall be reinstated in a comparable position in the employee's classification. If no such position exists, the employees may bump into a position and classification for which he or she is qualified.
- (f) A leave of absence without pay cannot be combined with any other leave such that the combination of leaves exceeds twelve (12) months.

**16.02** An employee who is elected to a full-time political office shall be granted upon request, in writing and fourteen (14) days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to the date of commencement of such leave. The posting of the resulting vacancy shall not be bound by the Term/Task time provisions of Article 13.02 and the duration of the term may be extended without re-posting. Upon receipt of a written request at least four (4) weeks in advance the University will return the employee to the same or comparable position the employee was in at the start of the leave.

**16.03 Special Leave** shall be granted to employees under the following circumstances and with five (5) days advance notice, in writing, by the employee to the Supervisor:

- (a) An employee, who is graduating, or whose spouse or dependent child is graduating, from York University, shall be entitled to be absent from work, with pay, for one (1) day in order to attend the Convocation ceremonies.

- (b) An employee who is notified to attend a formal ceremony in order to become a Canadian citizen shall be entitled, to be absent from work, with pay, on the actual day of the ceremony.

**16.04** The parties will agree to sign a letter of intent regarding the existence of a Self-Funded Leave Plan.

**16.05** At the request of the Union the University agrees to grant a two (2) hour period once during the term of the Collective Agreement for purposes of a ratification meeting. The University agrees to grant time off from work without loss of pay to those employees regularly scheduled to work during that time.

## **ARTICLE 17**

### **Union Duty Leave**

**17.01** An employee who is elected or selected by Local 1356 to represent it at Union Conventions or Seminars will receive every consideration by the University to make attendance possible and permission shall not be withheld unreasonably. Such leave shall be without pay and without loss of seniority and shall be limited to not more than five (5) employees at one time with not more than one person from any one trade classification. Requests will be considered if received in writing by the Superintendent or Manager at least fourteen (14) days in advance and, if granted, shall not exceed a total of forty (40) working days in any calendar year.

**17.02** An employee who is elected or appointed to a position within the Union for more than three (3) consecutive months but not more than three (3) years shall be granted upon request, in writing and fourteen (14) days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to the date of commencement of such leave. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of **Article 13.02 Term/Task**, and the duration of the leave may be extended to a maximum of three (3) years without re-posting. Upon receipt of a written request at least four (4) weeks in advance the University will return the employee to the same or comparable position that the employee was in at the start of the leave. In the event the original position no longer exists such employee will be placed in a vacancy in the employees former classification.

## **ARTICLE 18**

### **Pregnancy, Parental, Adoptions And Paternity Leave**

**18.01** An employee who is pregnant and who has been employed by the University for a period of at least thirteen (13) weeks immediately preceding the estimated birth date, shall be entitled upon her application to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request. If an employee commences pregnancy leave prior to completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.

**18.02** The written request for such leave shall be given at least two (2) weeks prior to the day on which the employee intends to commence her pregnancy leave and shall include the intended duration of such leave. This request shall also include the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated birth date.

**18.03** The University may require a pregnant employee to commence leave at any time when the duties of her position cannot reasonably be performed by the pregnant woman, or the performance of her work is materially affected by the pregnancy.

**18.04** No employee shall be required to return to work following her pregnancy leave earlier than six (6) weeks following the actual birth date; nor shall she be permitted to do so unless she has given one (1) week's notice of her intention to return and has provided her supervisor, or designate, with a certificate signed by a legally qualified medical practitioner stating that she is able to resume the full duties of her position.

**18.05** The Employer agrees to maintain the current "Supplemental Unemployment Benefits Plan" made pursuant to the Unemployment Insurance regulations in regard to maternity, parental and adoption leave, and to make appropriate amendments as may be permitted, and to pay an employee her paid leave entitlement as provided in Article 18.

**18.06**

- (a) An employee who intends to resume her employment on the expiration of her pregnancy leave shall provide her supervisor, or designate with at least two (2) week's notice of the date of her return. Upon return to work she will be returned to her prior position. If the employee requests a leave of absence, without pay, Article 16.01 - Leave - will apply.
- (b) An employee wishing to return earlier from a seventeen (17) week pregnancy leave, (excluding under the terms of Article 18.04) shall notify her supervisor, or designate, in writing, at least four (4) weeks in advance, giving the revised date of return.

**18.07** The University shall supplement the benefit paid by the Unemployment Insurance Commission for fifteen (15) weeks so that the total from both sources will equal 95% of the employee's normal salary.

In order to receive the above payments, the employee will have been employed by York University for a period of at least ten (10) months immediately preceding the estimated birth date, and will be required to produce a record of payment from the Unemployment Insurance Commission upon her return to work.

In addition, provided the employee is eligible for the above payments, the University will pay the employee for the first two (2) weeks of leave, i.e. the Unemployment Insurance Commission's unpaid waiting period - an amount equal to 95% of her normal earnings.

**18.08** An employee shall be granted up to five (5) days absence, with pay, for paternity or adoption leave. Except in exceptional circumstances the employee shall provide the Supervisor, or designate, with two (2) week's advance notice, in writing, of the approximate date of commencement of such leave.

#### **PARENTAL LEAVE**

**18.09** An employee who has been employed, by the University, in a bargaining unit position for at least thirteen (13) weeks shall be entitled to a leave of absence without pay of up to eighteen (18) weeks following:

- a) The birth of the child; or
- b) the coming of the child into the custody, care and control of a parent for the first time.

If an employee commences parental leave prior to the completion of the employee's probationary period, the full probationary period shall begin anew upon the employee's return from such leave.

**18.10** The parental leave of an employee who has taken pregnancy leave shall commence immediately upon the completion of her pregnancy leave unless the child has not yet come into the custody, care and control of a parent for the first time. In the latter case, the parental leave shall begin no later than thirty-five (35) weeks after the day the child came into the custody, care and control of a parent for the first time.

**18.11** The parental leave of an employee who has not taken pregnancy leave shall commence no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

**18.12** If an employee intends to take parental leave the employee shall notify their supervisor, or designate, in writing, four (4) weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

**18.13** An employee wishing to return from a parental leave prior to the original date of return shall notify the supervisor, or designate, in writing, at least four (4) weeks in advance, giving the revised date of return.

**18.14** An employee who wishes to follow a parental leave with a leave of absence without pay shall, if possible, request the leave prior to the commencement of the parental leave. Otherwise, the employee shall request parental leave four (4) weeks prior to the commencement of such leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not however be unreasonably denied.

**18.15** Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed twelve (12) months, employees shall be reinstated in their former position. If the combined absence exceeds twelve (12) months, employees may, upon providing written confirmation of availability to return to work, use their seniority to obtain a position as provided for in **Article 13 - Job Posting**, for a maximum period of three (3) months following termination of the leave.

**18.16** The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefits and Pension Plans - **Article 24** during pregnancy leave and/or parental leave.

**ARTICLE 19**

**Sick Leave**

**19.01** Each employee shall accrue a sick leave credit of one and one half days at the end of each full calendar month of employment, except for those months in which the employee is absent in excess of fifteen (15) normal working days other than on approved vacation. Unused credits shall accumulate from year to year to a maximum of one hundred and fifteen (115) working days.

**19.02** Employees may be eligible for sick pay if:

- (a) Prevented by personal sickness or injury for which Workers' Compensation is not payable, from performing their normal duties; or,
- (b) must remain at home to care for an ill household member, or must attend a doctor's or dentist's office during working hours; or,
- (c) is under quarantine because of exposure to a contagious disease; or,
- (d) is receiving Workers' Compensation payments, in which case Article 19.05 will apply.

**19.03** To qualify for sick pay, employees must:

- (a) Have satisfactorily completed the probationary period; and,
- (b) have sufficient sick leave credits; and,

(c) have reported intended absence by telephoning:

Bookstore	736-5024
Caretaking	736-5666
Glendon Housing	487-6714
Glendon Physical Plant	487-6784
Grounds and Vehicles	736-5501
Housing	736-5831
Maintenance	736-5554

before the start of the first missed shift, unless exceptional circumstances prevent doing so; and while absent shall contact the University at reasonable intervals and shall notify the University in advance of return to work;

(d) when requested to do so, provide proof of sickness in the form of a certificate acceptable to the University and signed by a medical practitioner. Such certificate will usually be required if the absence exceeds three (3) working days.

**19.04** Approved sick pay claims shall be paid at the employee's basic hourly rate for the period concerned and the balance of sick credits or parts thereof shall be reduced accordingly. On or about February 1st, the University shall post a list showing each employee's sick credit balance and the number of days sick during the preceding twelve (12) months.

**19.05** An employee absent due to a compensable accident or illness within the meaning of the Workers' Compensation Act shall continue to be paid the employee's normal day's pay through the University's Payroll until the employee's accumulated sick leave credits - which will be paid at the applicable legislative amendments - are exhausted. The University shall arrange with the Workers' Compensation Board to be reimbursed by them for all payments made during this period. When sick leave credits are exhausted, Workers' Compensation Board payments will become payable directly to the employee. When able to return to work, the employee shall notify the University of intention to do so one week in advance and shall also provide proof, in the form of a certificate signed by the Board's Doctor, of physical fitness to perform regular duties.

**19.06** At December 31st of each year, each employee having two or more years' continuous service with the University at that date, whose sick leave credits stand ten or more days higher than the level indicated twelve months previously on the posted list referred to in **19.04**, may elect in writing, during the month of February, to be paid for five (5) days of such credits (calculated at the employee's basic hourly rate in effect December 31st of the year in which such credits accumulated) the balance carrying forward into the following year.

**19.07** An employee who retires or resigns from the University after having accrued five (5) years' continuous service with the University shall receive an amount equal to 50% of the employee's outstanding sick leave credits. In the event of the death of an employee having five (5) years' continuous service with the University, an amount equal to 50% of the employee's outstanding sick leave credits, if any, shall be paid to the employee's surviving spouse. In the event there is no surviving spouse, the amount shall be payable to the employee's estate. This article shall not apply to any employee joining the bargaining unit after April 30, 1988.

**19.08** The Attendance Improvement Committee shall make recommendations on methods of improving attendance in the bargaining unit. The Committee shall consist of up to four representatives from the Union, four representatives from the Department of Physical Resources, one representative from Business Operations and two representatives from the Department of Human Resources. The Committee shall have access to all attendance records for members of the Union. The Committee shall be able to advise employees that an improvement in attendance

19.09

(a) Seniority shall accrue during any period of sick leave referred to in this Article. An employee returning from sick leave that has not exceeded twelve (12) months shall be reinstated to the employee's former classification. An employee returning from sick leave that has exceeded twelve (12) months will be placed in a vacant position in the employee's former classification or, if no vacancy exists and if the employee has sufficient seniority, the employee may elect to bump the employee in the returning employee's former classification with the least seniority.

(b) The seniority of an employee on sick leave from a non-continuing Term/Task position shall continue to accrue for a period of one (1) month from commencement of such sick leave. Such employee shall be reinstated in that employee's former Term/Task position, if such position exists, if returning from a sick leave that has not exceeded one (1) month.

A Term/Task employees from a non-continuing position, who is on sick leave that has exceeded one (1) month shall not accrue seniority during the extended period.

The end date of a Term/Task position shall be clearly identified in the appointment letter from Human Resources beyond which there is no guarantee or commitment of employment.

(c) An employee who is on sick leave from a Term/Task position, but who has transferred to the Term/Task position from a continuing position, shall continue to accrue seniority as provided for in 19.09 (a) above. Such employee, returning from sick leave that has not exceeded one (1) month, shall be reinstated in that employee's former Term/Task position, if such position exists. If the Term/Task position no longer exists, or if the employee is returning from sick leave that has exceeded one (1) month, the provisions of 19.09 (a) shall apply.

**ARTICLE 20**

**Holidays**

**20.01** The following Holidays will be granted with pay calculated at the employee's basic hourly rate:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Working Day Before Christmas Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

**20.02** In addition to the above noted Holidays, if additional days during the Christmas - New Year's period are granted to other members of staff, such days will be granted to those employees who would not otherwise have been absent on those days on any kind of approved leave.

**20.03** The foregoing provision concerning payment for Holidays shall not apply if:

- (a) The employee having been scheduled to work on such Holiday, fails to report;
- (b) the employee does not work the full scheduled shift before and after the Holiday unless on paid sick leave or other reasonable cause;
- (c) the Holiday involved occurs or is observed by the University during a period when the employee concerned is absent from work on unpaid leave or by reason of being laid-off.

**20.04** An employee who works on any of the above specified Holidays shall receive, if otherwise qualified as set out in 20.03 above, pay for such time worked at two times the employee's Basic Hourly Rate in addition to pay as provided for in 20.01. Where a Holiday is observed by the University on a day other than its calendar date, the actual day of the Holiday shall be deemed to be the Holiday for the purpose of this Article.

**ARTICLE 21**

**Vacations**

**21.01** For the purpose of calculating vacation credits, Vacation Credit Years will be computed from July 1st in each year to June 30th Inclusive in the following year. Employees will accrue the under-noted vacation credits for each month in which they work fifteen days or more during their first and subsequent Vacation Credit Years. For the purposes of entitlement, paid vacation and paid sick leave, other than absence due to a compensable accident or illness within the meaning of the Workers' Compensation Act, will be considered as days worked.

Employees shall accrue vacation credits for time spent on the Work Accommodation Program.

**21.02** Employees shall accumulate vacation credits as provided for in **Articles 21.01** and **21.03** to a maximum of thirty (30) days. Requests for vacation will be submitted as provided for in **Article 21.06** and such requests will be approved after due consideration to University scheduling requirements and employee seniority.

**21.03 CREDITS**

During first Vacation Credit Year:

1 day/month to a maximum of ten days.

During second to seventh Credit Year:

1 1/4 days/month to a maximum of fifteen days/year.

During eighth to nineteenth Credit Year:

1 2/3 days/month to a maximum of twenty days/year.

During twentieth and subsequent Credit Year:

2 1/12 days/month to a maximum of twenty-five days/year.

**21.04** To receive any wages due during the vacation period, prior to commencement of vacation, employees must notify their Supervisor, in writing, at least thirty days in advance of their intended vacation.

**21.05** If a Holiday occurs during the period an employee is on vacation an extra day in lieu may be taken at another time period which is agreed to by the University and the employee.

**21.06** Vacation requests will be received and confirmed in line with the following schedule. Requests made after the deadline(s) noted will not be subject to seniority claims.

<u>For vacations during:</u>	<u>Deadline for requests to be in:</u>	<u>Vacation times confirmed/denied by:</u>
Jan 1 - June 30	October 1	November 1
July 1 - Dec 31	April 1	May 1

**21.07** Sick Leave may be substituted for vacation where the employee can substantiate by provision of an acceptable certificate signed by a legally qualified medical practitioner, that the employee was incapacitated for a period of five (5) or more consecutive working days during the vacation period.

**21.08** An allowance for vacation credits, earned but not taken, and appropriate overtime percentage shall be paid upon termination of an employee.

**21.09** In addition to the above vacation credits employees shall receive, in the first full pay period each July, an additional payment for all overtime worked during the previous Vacation Credit Year. This payment shall be calculated as follows:

During the first Vacation Credit Year:  
4% of overtime hours worked.

During second to seventh Vacation Credit Year:  
6% of overtime hours worked.

During eighth and subsequent Vacation Credit Year:  
8% of overtime hours worked.

**21.10** Where an employee has attained the age of sixty and where age plus service equals eighty, that employee will be entitled to an extra week's vacation, once, prior to retirement.

## **ARTICLE 22**

### **Hours of Work**

**22.01** The normal work week shall consist of five consecutive days Monday to Friday and the normal work day shall consist of eight hours exclusive of a lunch period, which shall not be paid for. This shall not be construed as a guarantee of hours per day or days per week. A fifteen minute rest period with pay will be scheduled by the Supervisor in each half shift and a five minute wash-up time with pay allowed before the end of the complete shift. Where examples of the Continental Work Week exist these may continue but no move to coverage in additional areas will be made.

**22.02** Overtime will be divided fairly among employees available and qualified to perform the work available. Overtime will be offered first to those persons in the applicable classification. All overtime hours which an employee has worked, refused, or for which the employee was unavailable will be recorded by Section, updated bi-weekly, and posted and a copy sent to the Union.

**22.03** An employee required to work in excess of eight hours a day or forty hours a week, shall be paid at the premium rate of time and one half the employee's Basic Hourly Rate.

**22.04** An employee who has completed a normal day's work and is recalled to work extra time shall receive a minimum of three hours' pay at the appropriate overtime rate or the actual hours worked at the appropriate overtime rate, whichever is greater.

**22.05** No premium pay provided for in this Agreement shall be included as part of the Basic Hourly Rate of any employee for the computation of overtime pay. Further, if premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

**22.06** A meal allowance of \$6.00 will be provided, if an employee:

- (a) Receives less than ~~twenty-four~~ (24) hours' notice of overtime hours and continues work for more than one (1) hour past stop time and at intervals thereafter of four (4) hours;
- OR
- (b) working pre-arranged overtime on a day off, works for more than nine (9) hours and at intervals thereafter of four (4) hours.

**22.07** Employees may be allowed, at the discretion of the Supervisor, to take time off from regular duties at a rate of one and one-half hours for each overtime hour worked. This formula is in lieu of an employee receiving overtime pay. The procedure will be that an employee, after having worked an overtime assignment, shall inform the Supervisor of the intention of banking the overtime hour(s). The request for banking shall be made prior to the end of that pay period in which the overtime was worked. If the employee does not request to bank the hours, then the normal pay procedure will apply.

Employees may take a maximum of five days off in any May 1 - April 30 fiscal year period. It must be emphasized that in making any decision regarding the granting of permission under this policy, the operational requirements of the Department shall be deemed of primary importance.

An employee who wishes to take time off and draw hours from the overtime bank shall first request permission from the immediate Supervisor at least five days in advance of the time desired to be absent from regular duties. Granting of permission shall be at the sole discretion of the Supervisor. Should permission not be given, the normal grievance procedure shall not apply.

If permission is granted, the hours shall be deducted from the employee's bank. Employees shall not be allowed to take time off from regular duties for more than two consecutive days per any one occasion, and not more than one occasion per month. An employee may elect to cash out the overtime bank at any time prior to the ending of a pay period.

## **ARTICLE 23**

### **Wages**

**23.01** Basic Hourly Rate shall be as noted on Schedule 'A' attached as part of this Agreement.

**23.02** Pay day shall usually be every other Thursday by direct deposit to the employee's bank account.

**23.03** If an employee is temporarily filling a higher paying classification than the employee's present classification, the employee shall receive the higher rate of pay provided the employee works more than one hour in any one day in the new classification. If an employee is temporarily filling a lower paying classification than the employee's present classification, the employee's rate shall not be reduced until after thirty (30) consecutive working days.

**23.04** When any classification not covered by Schedule 'A' is established during the term of this Agreement, the Basic Hourly Rate shall be subject to negotiation between the University and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**23.05** Any employee assigned to be a Lead Hand shall receive 50¢ per hour above the employee's Basic Hourly Rate for all hours worked as a Lead Hand.

**23.06** The Evening Shift shall be defined as any shift when more than one-half the scheduled hours fall between 5:00 p.m. and 12:00 midnight. The Night Shift shall be defined as any shift when more than one-half of the scheduled hours fall between 12:00 midnight and 8:00 a.m. A premium of 40¢ per hour worked shall be paid (other than to those employees in the classification Caretaker I - Nights or Caretaker II - Nights) for each hour worked on an Evening or Night shift as defined herein. In the case of permanent, continuing positions, this premium will be added to the rates in Schedule A to form the basis for the hourly rate for that position on that shift. The position shall be deemed to be added to Schedule A and shall not be subject to **Article 23.04**.

#### ARTICLE 24

##### Employee Benefits and Pension Plans

**24.01** The Employee Benefit Plans shall consist of the following:

1. Ontario Health Insurance Plan
2. Extended Health Care Plan - Private room
3. Group Life Insurance Plan
4. Long Term Disability Plan
5. Dental Plan - Current Ontario Dental Association Fee Guide with a change to the new O.D.A. Guide on the first of the month following its announcement by the Ontario Dental Association.
6. Vision Care - Single coverage to a maximum of \$250/24 months with no deductible. Effective September 1, 1993 to March 31, 1996.

Hearing Care - Single coverage to a maximum of \$300/36 months, no deductible. Effective September 1, 1993 to March 31, 1996.

An employee may elect to pay any additional premiums required to extend Vision/Hearing Care coverage to family.

**24.02** The applicable Plan policies in effect at the signing of this Agreement define the terms of participation and level of benefits under this Article.

**24.03** The University shall contribute towards the cost of each plan listed in **24.01** above an amount equal to:

- (1) 100%
- (2) 100%
- (3) 100%
- (4) 100%
- (5) 100%
- (6) 100% (employee coverage only)

of the rate applicable to an individual. In the event an employee is absent on Leave or Union Duty not exceeding three (3) months, the University shall continue to pay its portion of the applicable rate. However, if such a Leave exceeds three (3) months, the employee may continue to participate in the plan only if the employee pays to the University, in advance, the total cost of the coverage.

**24.04 Pension Plan**

- a) For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan, as approved and amended from time to time by the University.
- b) Effective the first of the month following notice of ratification employees currently on payroll, and who are not members of the York University Pension Plan, shall be required to participate in accordance with the terms of the Plan.

- c) Employees joining the bargaining unit on or after May 1, 1988 shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.

## ARTICLE 25

### General

**25.01** The University will provide a bulletin board for the posting of Union notices provided all such notices are signed by an officer of the Union and are limited to notification of meetings and other items of legitimate interest to local Union members.

**25.02** The University will arrange for the printing of copies of this Agreement in booklet form. Each party shall pay for the costs of printing the copies required by the party. The University will supply each new employee with a copy of the Collective Agreement.

**25.03** Supervisory personnel shall not work on any jobs included in the bargaining unit other than for purposes of instruction, experimentation or emergency, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

**25.04** The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management committee. This committee shall consist of an equal number of Union representatives, who shall be appointed by the Union, and management representatives, appointed by the University. The committee shall function in an advisory capacity only making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify in any way the terms of this Agreement. Members of this committee shall be given time off during normal working hours without loss of pay while attending committee meetings with the University.

The Committee shall select, from itself, one Union member and one Employer member to act as joint chairs who shall, alternately, be responsible for preparing and distributing agenda for meetings and presiding over meetings. This Committee shall meet at least once every two (2) months. As per (Section 44(3)) Labour Act.

Ad hoc meetings may be called at the request of either party. Such requests shall be made, in writing, and shall include the proposed agenda. Where either party has indicated, in writing, that there is an urgent matter requiring an ad hoc meeting, the parties agree to make every reasonable effort to schedule the meeting within 10 days of receipt of the request.

**25.05** The University will continue to make adequate provisions for the occupational health and safety of employees. The Union and the University undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

**25.06** Where the University deems it desirable in the interests of health or safety for employees to wear protective clothing or equipment issued by the University, the wearing of same shall be a condition of employment.

**25.07** The University will provide suitable uniforms. Employees may have the choice of pants or shirts when uniforms are being renewed. Grounds Keepers shall also be supplied with coveralls. Employees in the Maintenance and Grounds Sections will be reimbursed up to \$75.00 per calendar year for the purchase of approved safety shoes or boots. The wearing of these uniforms and shoes or boots shall be a condition of employment.

**25.08** The University agrees that one employee shall not be required or allowed to work alone in a swimming pool room. The University agrees that an employee, scheduled to work alone in a building, will be issued a two-way radio on a sign-in/sign-out basis for the applicable shift. Whenever possible, an escort shall be arranged, upon request, for a Night Shift employee who is required to move from building to building during the performance of that employee's duties.

**25.09** Employees shall be eligible to participate under the terms of the Academic Fee Waiver Policy in effect at the signing of this Agreement or as may be amended from time to time by the University.

**25.10** Maintenance Helpers and Trades I, II, III and IV employees shall receive replacement hand tools to a maximum value of \$75.00 per person per calendar year.

**25.11** Normal retirement date shall be the first of July coincident with or next following attainment of age 65. Continuation of employment past normal retirement date shall be subject to the terms of the Retirement Policy in effect at the signing of this Agreement or as may be amended from time to time by University.

**25.12** The parties recognize that the University contracts out bargaining unit work on occasion. It is agreed that no current bargaining unit member shall be placed on layoff or have their classification reduced as a result of such practise. Further, it is not the intent of the University to use this practise to limit increases to the bargaining unit when such increase is appropriate and economically and operationally feasible. The University agrees to notify the Union at least two (2) weeks in advance of contracting out work normally performed by bargaining members except in cases of emergency where such notice would not be possible.

**25.13** The parties agree that the official Personal File for each employee is located in the Department of Human Resources. Employees shall have the right, during normal business hours and on notice in writing to the Department of Human Resources, to examine their file and to make a copy of any document contained in that file. The employee shall have the right to be accompanied by a Union Steward.

**25.14 Technological Change**

The parties recognize the concerns that the employees may have regarding the impact of technological upon terms and conditions of employment.

For the purposes of this Article, technological change shall mean the introduction of new equipment, new material, or a change in the manner in which the University carries on its operations that is related to the introduction of the equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee.

In the event the University decides on the introduction of technological change it shall notify the Union, in writing, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification shall be given at least ninety (90) days before such introduction.

Any employee affected by such technological change shall, at the University's expense, be given the opportunity for a reasonable amount of re-training to equip the employee for the operation of the equipment or adaptation to new procedures, where such training is deemed by the University necessary to perform the duties of the position.

In the event that the employee is not suitable for the above mentioned re-training, or that there is no available position **Article 11 - Seniority (11.06 and 11.07)** will apply.

**ARTICLE 26**

**Correspondence**

**26.01** Except where otherwise provided, official communications in the form of correspondence between the University and the Union shall be sent by registered mail as follows:

To the University:  
Manager, Labour Relations  
Department of Human Resources  
York University  
North York, Ontario  
M3J 1P3

To the Union:  
President  
Canadian Union of Public Employees  
Local 1356  
Box 18, Central Mail Room  
Curtis Lecture Hall  
York University  
North York, Ontario  
M3J 1P3

or as notified by the corresponding party.

**ARTICLE 27**

**Duration or Modification of Agreement**

**27.01** This Agreement shall continue in force and effect until March 31, 1996 and shall continue automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

**SCHEDULE 'A'**  
(See Article 23)

CLASSIFICATION	BASIC HOURLY RATES:
Caretaker I *	
- Days	14.05
- Evenings	14.53
- Nights	14.53
Caretaker	
- Days	14.32
- Evenings	14.75
- Nights	14.75
Driver/Caretaker	
- Days	14.57
- Evenings	14.97
Labourer	
- Days	14.53
- Evenings	14.93
Grounds Keeper	15.10
Driver	15.62
Maintenance Helper	15.62
Glendon Grounds Maintenance Person	15.71
Bus Driver	15.92
Carpet Repairer	16.07
Operator	
- Days	17.28
- Evenings	17.68

\* The Caretaker I rate of pay will remain in Schedule 'A' until such time as there is no employee performing work in that position.

**SCHEDULE 'A'**  
**(Continued)**

**CLASSIFICATION                      BASIC HOURLY RATES:**

Trades I                                      \$20.00

- Horticulturist
- Locksmith
- Carpet Installer

Trades II                                     \$20.98

- Steeplejack
- Painter

Trades III                                  \$22.36

- Control Mechanic
- Plasterer and Tile Setter
- Carpenter
- Millwright
- Automobile Mechanic

Trades IV                                    \$22.54

- Electrician
- Plumber

- Basic Hourly Rates applicable upon satisfactory completion of the Probationary Period. Hiring rate is 50¢ per hour less.

## LETTER OF INTENT

### Caretaker Classification

The Cleaner I Days, Nights and Evenings and Cleaner II Days, Nights and Evenings classifications will be combined and titled Caretaker Days, Nights, and Evenings. The wage rate for a Caretaker will be based on the existing Cleaner II rate of pay respective of the shift worked. Those employees presently classified in the Cleaner I classification will be given the opportunity to receive a ninety (90) days worked training programme to qualify for a Caretaker position. The duties of a Caretaker will be those specified on the present Cleaner II job posting respective of the shift worked. Those employees that qualify for the position of Caretaker following the training period will be placed in a Caretaker position on the same shift presently being worked. It is understood that an employee must perform all of the duties in the position of Caretaker in order for that employee to be paid the Caretaker rate of pay. Those employees that do not qualify for the position of Caretaker will remain as a Cleaner I and be paid the existing rate of Cleaner I plus any negotiated increases that are applicable to that category.

It is understood that all future employees in the Caretaking Section hired into this position will be Caretaker Days, Nights or Evenings. It is further understood that employees hired as casuals may not be fully qualified to perform all of the functions of a Caretaker.

Cleaner I Employees will be notified in writing within thirty (30) days of the ratification of this Agreement that they will have the opportunity of entering a ninety (90) days worked training programme to qualify for a Caretaker position. The training programme will commence within five (5) working days after the employee indicates an interest in becoming a Caretaker. If the Cleaner I employee is not interested and/or fails to meet the written qualifications for a Caretaker the University will be notified in writing by the Caretaking Section and a copy of this notice will be placed in the Employee's Personal File. Concurrently a copy of this notice will be sent to the Union.

LETTER OF INTENT

Employee Assistance Plan

The University agreed to maintain the Employee Assistance Plan for the period January 1, 1994 - December 31, 1994.

**LETTER OF UNDERSTANDING**

It is understood between the parties, that the University will be restructuring the workplace in order to achieve targeted base budget reductions. To this end, the University will initiate the following.

(1) The University will recommend to the Board of Governors the establishment of an Early Retirement Programme. Such a programme will be available to members of CUPE Local 1356.

(2) The University will use attrition, including existing vacancies to assist in achieving savings and to minimize the impact on current CUPE Local 1356 members. It is understood that the impact of re-structuring on service expectations will be addressed with members of the community.

(3) In order to achieve the restructuring of the workplace during the life of this agreement, it is understood that the University will be transferring employees where necessary. Such transfers will be kept to a minimum and wherever possible shall be on a voluntary basis.

**LETTER OF UNDERSTANDING**

**work Accommodation Programme**

The Employer will establish a Work Accommodation Committee; comprising of four (4) representatives from the Union and four (4) representatives from the University. Such a committee will meet within thirty (30) working days following ratification, to review the current work accommodation program and procedures.

This committee will make recommendations which will be presented to the Union for ratification and agreement by the University no later than March 1, 1994.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives.

YORK UNIVERSITY

CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1356

K. Irani

K. Barger

S. MacDonald

S. Birtasevic

C. Mark

L. Figueiredo

D. Moon

C. Henry

B. Mullick

I. Lehto

N. Noddle

V. Mariani

P. Ridout

J. McCann, Jr.

G. Williams