



SOURCE	<i>Asm.</i>		
<i>Wages</i> EFF.	91	09	01
TERM.	92	08	31
No. OF EMPLOYEES	1100		
NOMBRE D'EMPLOYES	<i>D.P.</i>		

# COLLECTIVE AGREEMENT

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between

York University

and

The York University  
Staff Association

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1991-92

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JAN 20 1992

0529/05

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY

and

YORK UNIVERSITY STAFF ASSOCIATION

Effective Dates:

Ratification: September 19, 1991

Salaries: September 1, 1991

Agreement to: August 31, 1992

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9/2/3/19

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ARTICLE 1 - Purpose

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union and to set forth agreement covering rates of pay and other working conditions. The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 2 - Management Functions

- 2.01 The Union acknowledges that the prime function of the Employer is to provide teaching and research services and facilities to its students and faculty members.
- 2.02 Except as expressly abridged by this Agreement, the Employer shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its employees.
- 2.03 Without limiting the generality of the above, these rights include, but are not limited to the right to:
- (a) hire, classify, direct, promote, retire, transfer, layoff or recall, discharge, reprimand, suspend, demote or otherwise discipline employees for just cause;
  - (b) determine the requirements of a job and the standards of the work to be performed;
  - (c) expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
  - (d) determine the size and composition of the work force;
  - (e) make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;
  - (f) maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.
- 2.04 In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

ARTICLE 3 - Recognition

- 3.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated December 10th, 1975, the Employer recognizes the Union as the exclusive bargaining agent of all its employees within a 20 kilometre radius of Metropolitan Toronto performing office, clerical, laboratory or technical work save and except those positions excluded from the above noted certificate.
- 3.02 It is recognized and agreed by the Union that supervisors and managerial staff regularly and normally perform work that is also done by members of the bargaining unit. However, the Employer agrees that such supervisory or managerial staff shall not work in excess of current practice where the results of such action can be shown to be the significant factor leading to the reduction of hours of work or pay or the downgrading of the grade/classification of any employee.

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- 3.03 No employee shall lose employment with the Employer as a direct result of the Employer contracting out work normally performed by members of the bargaining unit. In the event the Employer is required to transfer any employee so affected to another position within the University Article 12 - Job Posting - shall not apply.

#### ARTICLE 4 - No Discrimination

- 4.01 (a) The Employer and the Union agree there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, political or religious affiliations, sexual orientation, record of offences, marital status, family status, handicap, immune status, nor by reason of membership or non-membership or activity or lack of activity in the Union.
- (b) The parties agree that, except where statutory provisions of Ontario or Canada stipulate otherwise, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.
- 4.02 No employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.
- 4.03 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and agree to take all possible and appropriate action to foster such an environment.
- 4.04 Sexual Harassment shall be defined as:
- (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (b) expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- (c) expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
- (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.
- 4.05 A grievance concerning the alleged sexual harassment of an employee may be submitted directly at Step 3 of the grievance procedure within 15 working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

#### ARTICLE 5 - No Strikes or Lockouts

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 5.02 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 6 - Union Membership**

- 6.01 Each employee who is a member of the Union on the date this Agreement is ratified shall remain a member.
- 6.02 A new employee hired after the date this Agreement is ratified shall have the option to join or not to join the Union. However, unless that employee signs a Revocation of Membership Form, available in the union office, within thirty calendar days of the date of hire, that employee shall be deemed to have become a member of the Union. Whether or not the new employee signs the Revocation of Membership Form, an amount equal to monthly dues and assessments shall be deducted from the employee's salary (if any) and remitted to the union according to 6.03 below. Any employees who had previously signed a revocation form shall continue to have an amount equal to the monthly union dues and/or assessments deducted from their salary (if any) and remitted to the Union. The Employer shall issue a copy of the Agreement to new employees at the time of their appointment.
- 6.03 The Employer will deduct each month from the salary (if any) of each bargaining unit member, a sum equal to the monthly Union dues and/or assessments as certified to the Employer from time to time by the Treasurer of the Union. The Employer shall remit the dues so collected to the Union by the last day of the month of collection, accompanied by a list of names, payroll numbers and departments of employees from whose salaries dues have been deducted.
- 6.04 The Union shall be advised each month of all persons hired, changes in classification (including temporary promotions), transfers between departments, terminations, addresses and gender of new persons hired and changes of names and addresses.

**ARTICLE 7 - Union Representation**

- 7.01 In order that no individual employee or group of employees shall undertake to represent the Union without proper Union authorization, the Union shall provide the Employer, in writing, with the names, departments and locations of all its union representatives mentioned within this Agreement. The Employer shall recognize such representatives only from the date of receipt of such notice, however such representatives shall not normally be eligible for time off from work to attend to union business earlier than three working days following receipt by the Employer of such notice. The Employer shall recognize that Executive Board members identified to the Employer as Officers may perform the same duties as Union stewards.
- 7.02 The Union acknowledges that its representatives have their duties to perform as employees of the Employer, and agrees that such persons shall not request nor be granted, unreasonable amounts of time off from work to attend to Union business as provided for in this Agreement. If more than one representative works in the same department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this Article. If an employee is elected/appointed to more than one Union position, and in the supervisor's opinion there may be operational difficulties in the amount of release time which may be required to attend to such Union business, the parties shall meet in a Labour Management meeting to attempt to devise a mutually agreeable schedule of release time.

- 7.03 The Employer agrees to grant, without loss of normal salary, a two-hour lunch period twice during the period September 1, 1991 to August 31, 1992 for the purpose of (a) a General Meeting and (b) an Agreement Ratification Meeting. For these meetings, YUSA members who work at locations other than the Keele campus will be allowed reasonable additional time for travel, not to exceed one hour, in order to be in attendance at the Keele campus. Six members of the Executive Board of YUSA shall be entitled up to a further six two-hour lunch periods during the period September 1, 1991 to August 31, 1992 for the purpose of attending general membership meetings. In the event that the Union deems it necessary for a further \_\_\_\_\_ to be present at the above-mentioned two-hour lunch period meetings, the Employer agrees to grant the necessary time off without loss of normal salary provided that the Department of Human Resources is advised of their names five working days in advance.
- 7.04 The Union's designated representatives on University committees, and members of Union committees specified in this Agreement, shall suffer no loss of normal salary while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer. Representatives may in addition be granted reasonable time off without loss of normal salary in order to investigate the circumstances \_\_\_\_\_ an employee's grievance or alleged grievance and to confer with the employee concerned. It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings \_\_\_\_\_ beyond or commencing prior to the employee's normal working hours.
- 7.05 Any representative needing time off during normal working hours to attend to Union business as allowed for in this Agreement, shall request permission from their supervisor, as far in advance as possible, and such permission shall not be unreasonably withheld. If permission is granted the employee shall report back to the supervisor immediately upon return.
- 7.06 The Employer will recognize the president and up to seven members of the Union as the Bargaining Committee who shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works an evening or night shift will be given time off with pay of three and one-half hours, if the negotiation meeting lasts three and one-half hours or less, and seven hours if the meeting lasts more than three and one-half hours.
- 7.07 (a) The appropriate representative shall be permitted to meet with a new employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed one hour, shall take place during working hours at a time to be approved by the supervisor of the new employee.
- (b) The Employer agrees that an employee may have a Union Steward present at a meeting, initiated by management, the purpose of which is to discuss the employee's assigned responsibilities in the workplace.
- 7.08 Recognizing the mutual benefits to be derived from joint consultation, the parties agree to appoint a standing Labour/Management Committee consisting of three Union and three Employer representatives. 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. The Committee shall meet at least once each calendar month and shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions. It shall not have the power to add to, subtract from, or amend the terms of this Agreement, nor shall it handle grievances. 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.

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**ARTICLE 8 - Grievances**

- 8.01 For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any employee bound by this Agreement or between the Employer and the union. For the purposes of Article 8 only, no employee in a YUSA bargaining unit position may be defined as the "immediate supervisor". Grievances shall be dealt with in the following manner.
- 8.02 with the exception of a grievance that may be submitted directly at step 3 as provided for in this Agreement, M g r i m shall be deemed to exist unless the matter has been discussed by the employee, accompanied by a Union steward, and the employee's immediate supervisor, who may be accompanied by another supervisor, at a time to be set by the supervisor. This discussion shall be requested by the employee or a Union Steward no later than fifteen working days after the employee became aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. The supervisor's reply shall be given to the employee or union steward no later than three working days following the discussion.
- 8.03 STEP 1. If the grievance is not settled as provided for in 8.02 above, it shall be set forth in writing on a form provided by the Union after consultation with the Employer, signed by the Grievor and a Union Steward and given to the immediate supervisor. The written grievance shall be submitted no later than five working days following receipt of the supervisor's reply provided for in 8.02 above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The d a t t e supervisor will give a written reply to the Union, with a copy to the employee, no later than three working days following receipt of the grievance.
- 8.04 STEP 2. If the grievance is not settled in STEP 1 it shall be submitted to the appropriate Dean or Department Head or designated representative, no later than three working days following receipt of the STEP 1 reply. The Employer's reply will be given in writing to the Union, with a copy to the employee, no later than three working days following receipt of the grievance.
- 8.05 STEP 3. If the grievance is not settled in STEP 2 it shall be submitted in writing to the Manager, Labour Relations no later than five working days following receipt of the step 2 reply. This grievance shall be signed by the employee and the Chair of the Grievance Committee or designated representative. The Manager, Labour Relations or designated representative and the appropriate management representatives shall meet to discuss the grievance with the Grievor, a Union Officer and other appropriate Union representatives at a time to be mutually agreed upon no later than three working days following receipt of the grievance. The Employer's written reply shall be given no later than five working days following the meeting.
- 8.06 The parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If, in any step, the Employer's representative fails to give a written reply within the required time limit, or fails to give a response as required in 8.02, the Union may submit the g r i m at the next step upon the expiration of such time limit. unless the union proceeds to the next stage in the Grievance/Arbitration Procedure in accordance with the time limits and conditions, the grievance shall be deemed to have been resolved.
- 8.07 A group grievance - defined as a grievance where two or more employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief - shall be submitted by the union directly at STEP 3. However, no grievance shall be considered where the g r i m is submitted more than fifteen working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise thereto.



- 8.08 A policy grievance shall be defined as a grievance involving a question of **general application or interpretation of an Article(s) of this Agreement**, and shall be **submitted** by the Union directly at **STEP 3**. However, a grievance shall be considered where the grievance is submitted more than fifteen working days after the union became aware or reasonably ought to have been aware of the circumstances giving rise thereto.
- 8.09 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, by the parties.
- 8.10 If a grievance is not settled in **STEP 3** it may be taken to Arbitration as provided for in Article 9 - Arbitration.

#### ARTICLE 9 - Arbitration

- 9.01 If a grievance is not settled in **STEP 3**, it may be taken to Arbitration either under the provisions of section 45 of the Ontario Labour Relations Act or by a written notice signed by the president of the union and given to the **Manager**, Labour Relations no later than fifteen working days following receipt of the **Employer's** written reply as required in **STEP 3**.
- 9.02 In the latter case:
- The written notice shall contain the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought from the arbitration board or a mutually agreed upon sole arbitrator.
  - If the matter is to proceed to a three-person board, the written notice shall also contain the name and address of the Union's appointee to the board. The Employer shall notify the union of the name and address of its appointee to the board 14 later than ten working days following receipt of the union's written notice. The two appointees shall, within ten 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.
  - If the matter is to proceed to a mutually agreed upon sole arbitrator, the written notice shall also include suggested name(s) of arbitrator(s). The Employer shall confirm its agreement with the union's suggested name(s), or in the absence of such agreement, shall provide the name(s) of suggested arbitrator(s) to the union. In either case, the Employer shall reply in writing 14 later than ten working days following receipt of the Union's written notice.
- 9.03 The arbitrator or the arbitration board shall hear and determine the matter in dispute, and 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, or alter any provision of this Agreement, nor make an award which has such effect.
- 9.04 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 shall be borne equally by the parties.

ARTICLE 10 - Seniority

- 10.01 (a) 'Seniority' shall mean an employee's length of service, calculated from the most recent date of appointment to the University in a position as provided for in **Article 31 - Definitions** and it therefore excludes any time spent outside the bargaining unit.
- (b) Notwithstanding the above, upon completion of a temporary assignment temporary employees shall be able to use their accrued seniority for the following four calendar months for the purpose of eligibility under **Article 12 - Job Posting**. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority, accrued sick leave and vacation credits, if any, and the balance of their personal leave entitlement, if any, reinstated. Provided that the probationary period had been completed prior to the bridging period, such employees shall not be considered as probationary. The salary of such employees shall be consistent with the terms of **Article 30.03**.
- 10.02 Unless the parties agree, in writing, to an extension of the probationary period, all employees shall be considered probationary employees for a period of up to three calendar months following date of appointment to the University. The termination of a probationary employee during this period shall be at the discretion of the Employer based on reasonable standards of performance and suitability. However, where practicable, employees will have their progress discussed with them during this period and a union Steward shall be present at such a meeting.
- 10.03 The Employer shall provide the Union, no less than once every six months, with an up-to-date seniority list which shall contain the name, gender, salary rate and corresponding job classification level or grade, campus address, department/faculty, and position title of each bargaining unit member. The seniority list shall be provided in both printed and electronic form.
- 10.04 The seniority of employees in positions where hours of work are other than full-time shall be determined on a pro-rata basis in accordance with the proportion of full-time hours paid, except as provided for elsewhere in this Agreement. It is agreed, however, that such employees shall accrue seniority for unpaid hours to a maximum of three months, per year.

ARTICLE 11 - Discipline and Discharge

- 11.01 An employee, other than a probationary employee, shall be accompanied by a Union Steward on the occasion of a meeting with no more than two representatives of management, unless otherwise agreed to by the parties, where discharge, reprimand, suspension, demotion or other disciplinary action is to be discussed.
- 11.02 A Union Steward shall be present on the occasion of a meeting where a probationary employee is to be terminated consistent with **Article 10.02**.
- 11.03 An employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than four working days following the meeting. This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. copies of this letter shall be concurrently sent to the YUSA office and placed in the Employee File in the Department of Human Resources.

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- 11.04 (a) If six months elapse without further similar or related incidents, **this** letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee File.
- (b) If twelve months elapse without further similar or related incidents, **this** letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee File.
- 11.05 A grievance concerning a discharge or suspension without pay may be submitted **directly** at STEP 3 no later than five working days following receipt of the letter provided for under 11.03 above.

### **ARTICLE 12 - Job Posting**

- 12.01 If the Employer elects to fill a bargaining unit position (see Article 31 - Definitions), the Employer shall endeavour to fill such positions without unreasonable delay. The Union shall be notified of all authorized recruitment requests no later than ten (10) working days after such requests are received by the Department of Human Resources. Such positions shall be posted as soon as possible. However, in the event it appears there will be a posting delay of sixteen (16) or more working days from receipt of such request, the Employer shall notify the Union, in writing, of the reason for the delay.
- 12.02 Bargaining unit positions shall be posted and the job posting procedure shall be as follows:
- (a) The position shall be posted in the York Bulletin, with a copy sent to the Union, indicating grade or classification, including a provisional notation if applicable, job title, department, qualifications, salary range and deadline date for applications. The posted qualifications shall clearly reflect the of the position. It is recognized that any employee may apply for any job so posted, providing the Employer shall not be required to consider an employee who has not successfully completed their probationary period, or any applicant who has accepted two or more positions, other than temporary positions, under Article 12 - Job Posting - in the previous six months.
- (b) Employees applying for a position shall complete and sign an Internal Application Form, available in the Department of Human Resources or at the Personnel Office, Glendon, and shall also submit a resume when the posting includes such request. A position description shall be available to applicants and the Union from the Department of Human Resources as soon as the position is posted. Position descriptions for Glendon postings shall also be available from the Personnel Office, Glendon as soon as the position is posted; and upon request, position descriptions for other postings shall be sent to that office as soon as possible. Applications submitted by bargaining unit members no later than five working days following the posting shall be considered as internal applications.
- (c) The Employer agrees that members of the bargaining unit have priority for all bargaining unit positions over persons outside the bargaining unit and late applicants. Only where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability shall seniority determine the selection.

- (d) If no qualified applicant has been appointed and where a training period of ten working days or less would allow the most senior unsuccessful applicant to meet the posted qualifications, such training shall be provided at the Employer's expense and shall constitute part of the trial period provided for under Article 13.05.
- (e) If the position cannot be filled under the terms of (c) or (d) above, the Employer may re-post the position or extend the search.
- (f) Unsuccessful applicants shall be notified, in writing, no later than ten working days following the decision being made, of the name of the applicant selected or that the Employer intends to re-post the position, or intends to extend the search.

At the request of the employee, prior to or during the verbal notification by the Employment Counsellor, such written notification shall include the major reason(s) provided by the Employment Counsellor for the applicant not being offered the position in question.

- (g) A Job Posting Summary shall be sent to the Union no later than five working days following a decision being made. This notice shall contain the location of the applicable position, the name, seniority date and current grade or classification of all bargaining unit applicants, together with the notation and start date of the successful applicant, or the intention of the Employer to re-post the position or to extend the search together with the reason for this decision.
- (h) If the search is extended the Employer will not hire a person who does not meet the posted qualifications. In the event an external applicant is hired, the Union shall be notified, in writing, no later than five working days following the decision being made. The Union shall be provided with information concerning the qualifications of the external applicant selected provided such information is requested, in writing, no later than ten working days following receipt of notification of the appointment.
- (i) If an unsuccessful applicant wishes to grieve the decision, a grievance may be submitted by the union directly at STEP 3 no later than ten working days following receipt of the written notice by the employee as provided for in 12.02(f).

12.03 If the Employer elects not to fill a bargaining unit position, or discontinues its attempts to fill a posted position, the Union will be notified in writing no later than twelve working days following the decision being made and be given the reason(s) in detail.

12.04 The Employer shall endeavour to complete the selection process without unreasonable delay. In the event that such decision has not been made within thirty working days following the date of the closing of the posting, the Union and the internal applicants shall be advised of the status of the selection process and the reason for the delay.

12.05 In the event that a vacancy occurs because a successful applicant fails to start on the appointed date, without providing a reasonable explanation, or leaves the position within ten working days of the start date, the Employer may elect to reconsider the original internal applicants provided that the original job posting had occurred no later than three months prior to such vacancy occurring. Such applicants will be advised of the intention to reopen the selection process and will be given an opportunity to provide the Department of Human Resources with updated information about their qualifications. The Union shall be notified, in writing, that the Employer has reopened the selection process no later than five working days following the occurrence of the vacancy, together with the reason. The Union shall also be notified of the selection of an internal applicant, consistent with the provisions of 12.02(g), or that the Employer intends to re-post the position.

- 12.06 An employee who has accepted a position shall not be required to withdraw from other job posting competitions. However, such employees shall endeavour to inform the Department of Human Resources of their intention with respect to such other applications without unreasonable delay.

### ARTICLE 13 - Transfers and Promotions

- 13.01 No employee shall be required to accept a transfer or promotion ah of the bargaining unit without that employee's consent.
- 13.02 An employee who has accepted a transfer or promotion out of the bargaining unit prior to October 15, 1987 shall retain any seniority acquired to the date of such move. However, employees who accept a transfer or promotion ah of the bargaining unit following October 15, 1987 shall lose their seniority if they do not return to the bargaining unit within one year from the date of such move.
- 13.03 (a) If an employee is temporarily assigned additional or alternative duties, a Personnel Action Form shall, whenever possible, first be filed with the Department of Human Resources including a description, prepared by the supervisor and initialled by the employee, of the additional or alternative duties. If the effect of such assigned duties would be to raise the job level above that of the current one of the affected employee, the appropriate Job Rate shall become effective on the date of such assignment.
- (b) Such temporary assignments shall normally be first offered to bargaining unit members within the department on the basis of relevant experience and seniority.
- (c) It is understood that such assignments shall not be used to delay unnecessarily the posting of positions or in lieu of creating bargaining unit positions.
- (d) A temporary assignment of additid or alternative duties shall not exceed twelve consecutive months.
- 13.04 Except as provided for below, Article 12 - Job Posting - shall not apply where an employee is promoted within a Technician classification or Computer series subseries, where such progress is normally anticipated as the employee gains additional satisfactory work experience. Job Posting shall apply to a vacancy in the initial position of a subseries or where there is no qualified applicant from within the subseries.
- 13.05 When transferred or promoted to a new job, the employee shall have a trial period of thirty working days unless otherwise agreed to, in writing, by the parties. The employee shall receive appropriate job instruction during the trial period. If the employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to the Employer, the employee shall be returned to the former position, if possible, or to one of equal grade. However, where practicable, the matter will have been discussed prior to the employee deciding to return. If the employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with the supervisor and the employee accompanied by a Union Steward prior to the decision being reached. In either case, the salary shall revert to that held immediately prior to the transfer or promotion. The Union shall be notified of any employee returning under this clause and the vacated job shall be re-posted unless the conditions of Article 12.05 prevail.

In the event that an external applicant has been appointed to, and starts in, a position to which a former incumbent elects to return, or is returned, under the above-noted provisions, the employee so affected shall be entitled to the provisions of Article 10.01 (b).

- 13.06 Any employee accepting a lateral transfer or a promotion shall not suffer any loss of salary as a result of such move.
- 13.07 An employee who accepts an appointment to a temporary position shall not suffer a reduction in eligibility for benefits as a result of such move.

#### ARTICLE 14 - JOB EVALUATION

- 14.01 The Employer will maintain job descriptions for all positions in the bargaining unit and they will be available in the Department of Human Resources.
- 14.02 The Employer shall inform and discuss with the Union in advance any major change to the current job evaluation programme.
- 14.03 The re-evaluation procedure is as follows:
- (a) Requests for re-evaluation of a position may originate from the incumbent, supervisor or Union.
  - (b) The incumbent and supervisor shall complete and sign their respective sections of a Position Description, and following approval by the Dean/Director or authorized representative it will be forwarded to the Department of Human Resources.
  - (c) The Department of Human Resources will advise the Union and the incumbent of the receipt of a properly completed Wition Description.
  - (d) Each request shall be processed in order of receipt.
  - (e) The incumbent may request to be interviewed by a Job Analyst.
  - (f) The official Position Description will be prepared by a Job Analyst and forwarded to the incumbent, supervisor, Dean/Director or authorized representative for signature.
  - (g) Following its return to the Department of Human Resources a signed copy of the official Position Description shall be forwarded to the chair of the YUSA Job Evaluation Committee.
  - (h) Any position shall be entitled to re-evaluation if more than thirty months have elapsed after the date of the previous re-evaluation request.
  - (i) Those positions which have been rated within thirty months of the date of request shall be entitled for re-evaluation only where it can be established by the Department of Human Resources that there has been a significant change within the position. Such changes shall be clearly identified in the request. The Union will be advised of the disposition of any such request and provided with a copy of the Position Description.
- 14.04 The Employer agrees with the phrase 'performs other related duties as assigned' shall not constitute more than five percent of the incumbent's duties and shall constitute part of the time percentage of the total position.
- 14.05 (a) When a new position is created, a provisional grade will be assigned to it by the Department of Human Resources and a copy of the Position Description shall be sent to the Union. After the position has been filled for a period of six months, the incumbent and supervisor will be requested to review the Wition Description. If there has been significant change to the position, the incumbent, supervisor and Dean/Director or authorized representative shall sign and forward to the

Department of Human Resources a Position Description within thirty days of receipt of the request for review. Such shall be clearly identified in the Position Description. Those positions determined by the Department of Human Resources as having a significant change will be rated by the Employer Rating Committee as provided for in 14.03 and 14.05. Otherwise, the provisional grade will be confirmed and notification sent to the union. Where a request for re-evaluation based on significant change is denied, the Union will be notified.

- (b) other positions will be rated by the Employer Rating Committee, the members of which are appointed by the Assistant Vice-President, Human Resources. The Committee will be composed of no less than two members. All rating meetings will be attended by the Resource Person(s) and YUSA Observer(s). It will be the Union's responsibility to ensure that a YUSA Observer is in attendance. The Job Analyst who conducted the job interview in question shall not participate as a voting member on the Rating Committee.
- 14.06 The and the Union will be notified in writing by the Department of Human Resources within ten working days after the Rating Committee has reached its decision.
- 14.07 A re-evaluation result — in a grade change will be retroactive to the first of the month following the date the Department of Human Resources received a properly completed and signed Position Description (see 14.03 (b) above).
- 14.08 If an incumbent's position is upgraded, the salary shall be placed at the Job Rate for the revised grade. If downgraded, the incumbent shall not suffer a loss of salary as a direct result of the re-evaluation.
- 14.09 RE Employer will process requests for reevaluation within a time period not longer than sixty days from receipt of request. If it becomes apparent that the Employer will be unable to complete the review within this time frame, the Union shall be notified and a mutually agreeable schedule for hearing all outstanding requests for re-evaluation will be compiled.
- 14.10 (a) The incumbent or Union may appeal the rating decision in writing to the Assistant Vice-president, Human Resources, on the basis that the duties and responsibilities of the position were not accurately presented to the Committee. RE written appeal, stating the reasons for submitting an appeal, must be submitted within thirty days of receipt of written notification of the rating decision. The union will be advised, in writing, in the event of a non-Union sponsored appeal within five working days of receipt of such appeal.
- (b) The Assistant Vice-president, Human Resources, or designated representative and the appropriate Job Analyst shall meet to discuss the appeal with the appropriate YUSA Observer and one other representative of the Union at a time to be mutually agreed upon within ten working days of receipt of appeal. The appropriate Resource Person(s) shall be invited to attend. Where it is agreed that the duties and responsibilities of the position had not been accurately presented to the Committee the appeal shall be referred back to the original Committee which shall re-convene to review the material provided under 14.10 (a). RE appropriate YUSA Observer and Job Analyst shall attend. The Department of Human Resources will confirm, in writing, the decision reached at the initial appeal meeting and, if applicable, at the Committee meeting, to the union, within ten working days. In the event of a grade change resulting from an appeal, retroactivity will apply as provided for in 14.07.
- 14.11 The formal grievance and arbitration procedure shall not be applicable to decisions reached under 14.10 (b) above.

ARTICLE 15 - Layoff and RecallSECTION A - LAYOFF

- 15.01 (a) The Employer shall, whenever practicable, keep layoffs to a minimum and, in the event a layoff should occur, agrees to notify the union, in advance, together with the reason for the decision. The Employer agrees to observe the seniority of employees in connection with layoff and recall and to follow the guidelines for layoff and recall - Section B and C.
- (b) If the employment category (as per Article 31) of a position changes, the Employer shall so notify the affected employee, in writing, with a copy to the Union together with the reason. The Union and the Employer shall meet with the affected employee within three working days of the employee's receipt of such notice to discuss with the employee the following available options:
- (i) the employee may accept the altered position, or:
- (ii) the employee may decline the altered position, in which case the terms of this Article shall apply, except that such employee may not elect to be placed in or to bump into a position with the same hours as the altered position. The employee will inform the Employer within five working days which option has been selected.
- 15.02 (a) In the event of a layoff the affected employee may elect to take severance pay or may choose priority placement in a vacant position at equivalent grade or classification level for which the employee is qualified.
- (b) Severance pay: If the option of severance pay is chosen, such pay will be provided at the rate of one week's pay at the employee's regular rate of pay for each completed year of service to fifteen years, and at the rate of two weeks' pay for each additional completed year of service to a total maximum of 26 weeks (a partial year of service will be pro-rated at the appropriate rate by completed months). Such pay shall be in addition to any dues paid under Article 15.03. The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of receipt of such monies.

Employees who are affected by layoff, during the period September 1, 1991 to August 31, 1992, and who elect severance pay, shall receive, in addition to the severance pay entitlement outlined above, one week's pay, at the employee's regular rate of pay, provided that the employee has completed one to eight years of service: employees who have completed nine or more years of service shall receive two weeks' pay at the employee's regular rate of pay.

- (c) If placement in a vacant position at equivalent grade or classification level for which the employee is qualified is not available the employee shall select one of the following options:
- severance pay;
  - placement as specified in 15.11 below;
  - layoff without bumping.
- (d) If the employee chooses not to accept placement in a vacant position at equivalent grade or classification level, the employee may choose to be on layoff at the expiration of the notice period or may choose severance pay in accordance with 15.02 (b) above.

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- 15.03 Employees affected by layoff shall continue to work during the Advisory Notice period and/or the formal notice period unless otherwise agreed to between the parties. Employees shall be granted reasonable time off during this period to seek other employment. If employees accept priority placement or bump into positions at a lower grade, during the formal notice period, such employees shall continue to receive their former normal salary and benefits until the formal notice period ends. In addition, if their own or comparable work is not available during the Advisory Notice period, employees shall suffer no loss of their normal salary and benefits for the duration of the notice period. However, in such instances, the Union and the Employer shall meet with the affected employee to consider advance priority placement prior to receipt of the formal notice. If an employee accepts a position at a lower grade through this placement, such employee shall continue to receive their former normal salary and benefits until the notice period ends. If priority placement is not available at this time it will remain as an option available to the employee at the time of the formal notice.
- 15.04 (a) While on layoff an employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans, if a plan member prior to layoff. For the first three months of layoff the employee may continue to pay the employee's regular portions of the applicable premiums to the Employer, in advance, monthly. For the balance of the layoff, not to exceed nine months, the employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans by paying the total cost of the applicable premiums to the Employer, in advance, monthly, subject to the provisions of the plans.
- (b) Seniority shall continue to accrue during the layoff period. Employees affected by layoff shall not lose their employment relationship during the layoff period if they elect to take temporary positions within the university during the layoff period. If an employee elects to take such a position, the employee shall be entitled to the provisions of 10.01 (b) for any portion of the three calendar months which exceeds the employee's layoff period.
- 15.05 The employment relationship of any employee who has been laid off for a period of twelve or more consecutive months, shall be terminated.
- 15.06 As a direct result of layoff or attrition no employees shall have their regular workload increased beyond a reasonable level.
- 15.07 A return date shall be recorded on separation certificates issued to Seasonal Employees, to mid difficulties in their application for Unemployment Insurance Benefits.
- 15.08 A grievance concerning a layoff may be submitted directly at STEP 3 no later than ten working days following receipt of the formal written notice unless a grievance had been previously submitted within ten working days of receipt of the Advisory Notice.

#### SECTION B: GUIDELINES FOR LAYOFF

- 15.09 (a) In the event of a layoff, as distinct from a bump brought about by a layoff, the Department of Human Resources shall give employees who would have nine or more years seniority, as defined in Article 10.01 - Seniority, at the date of such employee's position becoming redundant, written Advisory Notice six months prior to that date. Concurrently a copy of such notice shall be sent to the union. The union and the Employer shall make every effort to hold a general information meeting with the affected employee no later than five working days following the employee's receipt of such notice.

- (b) The Department of Human Resources shall give employees affected by the layoff provisions of this Article formal written notice of at least four weeks or such longer notice as specified in the Employment Standards Act. Concurrently, a copy of such notice shall be sent to the Union. The Union and the Employer shall meet with the affected employee no later than three working days following the employee's receipt of such notice to discuss with the employee the option of either priority placement in a vacancy at equivalent grade or Classification level for which the employee is qualified, or the option of severance pay. The employee will, within three working days, inform the Employer which option has been selected.
- (c) An employee identified in 15.09 (a) above who requires a reasonable amount of retraining or skills-updating in order to qualify for a possible vacancy during that employee's formal written notice period shall be eligible for such training. The training required will be determined by the Department of Human Resources after discussion with the employee and the union and will occur during the employee's Advisory Notice period and, when possible, shall be held during normal working hours. An employee shall be given time off with pay to attend such a training session(s).
- 15.10 (a) If the employee elects priority placement, the Job posting procedures, as outlined in Article 12, shall be suspended for those positions at the applicable grade or classification level, and in the same employment category, as defined in Article 31-Definitions, for a period of five working days from the date the employee informed the Employer of the election of the priority placement option.
- (b) priority Placement - An employee having accepted this option shall be considered as an applicant for all available vacant positions at the equivalent grade or classification level, unless the Employer can reasonably show that the employee does not meet the posted qualifications the employee shall be considered as qualified for such position.
- 15.11 If priority placement at the equivalent grade or classification level is not available and the employee does not choose the option of severance pay, the employee may choose to:
- (a) bump into a position, if qualified, at equivalent grade or classification level where the incumbent has the least seniority at that level: or
- (b) be placed, if qualified, in a vacant position at a lower grade or classification level: or
- (c) if option (b) above is not available, bump into a position, if qualified, at a lower grade or classification level where the incumbent has the least seniority at that level; or
- (d) elect layoff.
- 15.12 The parties agree to waive the thirty day period provided in Article 13.05 for employees who are affected by layoff.
- 15.13 For a period of twelve months following the commencement of layoff the Employer will mail a copy of the Bulletin to the employee's last known address. It will be the responsibility of the employee to notify the Department of Human Resources should the employee wish to be considered as an applicant in accordance with Article 12 for a position posted in the Bulletin.
- 15.14 For a period of twelve months following the commencement of layoff an employee shall be eligible to participate under the terms of the Academic Fee Waiver Policy in effect at the time of that employee's layoff.

**SECTION C: RECALL**

- 15.15 For a twelve-month period following the termination of the formal written notice period the employee shall be recalled if:
- (a) the position from which the employee had been laid off is re-activated; or
  - (b) the position from which the employee had been bumped becomes vacant.
- 15.16 Notice of recall shall be made by registered mail to the last address of the employee known to the Employer. A copy shall be sent to the Union office. It shall be the responsibility of employees to keep the Department of Human Resources informed of their current addresses.
- 15.17 The employment relationship of any employees failing to notify the Employer of their intention to return to work following a layoff within six working days of the date on a registered recall letter mailed to their last address as set out in the Employer records, shall be terminated unless the employee has a satisfactory reason for failing to respond.
- 15.18 The employment relationship of any employees who, having notified the Employer of their intention to return to work as provided for in this Article, fail to return to work within three working days of their scheduled return, shall be terminated unless the employee has a satisfactory reason for failing to respond.

**ARTICLE 16 - Technological Change**

- 16.01 The parties recognize the concerns that employees may have regarding the impact of technological change upon terms and conditions of employment. To help in alleviating these concerns the Employer agrees with the involvement of employees in decisions affecting these conditions and, when practicable, will include Union representation on committees established to address such matters.
- 16.02 For the purpose of this Article, technological change shall mean the of new equipment or material or a change in the manner in which the Employer carries on its operations that is related to the of that equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee.
- 16.03 In the event the Employer 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 will be given at least three months before such introduction.
- 16.04 This written notice shall provide such relevant information as is available to, the Employer at the time of notification. It shall contain pertinent data including: the nature of the change; the date on which the Employer intends to effect the change; the approximate number and classification of employees likely to be affected by the change and the effects the change may be expected to have on the working conditions and terms of employment of such employees.
- 16.05 If requested, the Employer shall meet with the Union no later than thirty days following receipt of such request to identify problems arising from this intended change and to discuss possible solutions.
- 16.06 Any employee affected by such technological change shall, during normal working hours and at the Employer's expense, be given the opportunity for a reasonable amount of retraining to equip that employee for the operation of the new equipment or procedure in a position at the same salary level if such position is available.

- 16.07 In the event that the employee is not suitable for the above retraining, or that there is no available position Article 15 - Layoff and Recall shall apply.
- 16.08 The Employer recognizes that the introduction of a change in software may result in a period of adjustment during which time the affected employee(s) will require familiarization with or training in the changed software and shall therefore provide appropriate training or familiarization as required.

### ARTICLE 17 - Training

- 17.01 (a) RE parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be as an ongoing means of enabling employees to maximize their talents and abilities.
- (b) Employees who wish to attend courses offered during working hours by the Joint Training Programme and/or the Microcomputer Training Centre must have the approval of their supervisors. Departmental operating requirements shall be the major consideration in granting or rejecting such approval, which shall not be unreasonably withheld.
- 17.02 RE parties agree to establish a Joint Training Programme Committee which shall include up to three persons from the bargaining unit appointed by the Union, and up to three representatives of the Employer. The mandate of this Committee, which shall be jointly chaired, shall include, but shall not be restricted to, the development, implementation and evaluation of individual and/or group programmes for members of the bargaining unit. RE Employer shall allocate \$50,000 during the period September 1, 1991 to August 31, 1992 to meet agreed upon objectives.
- 17.03 The Employer will also make available to the Union a further \$25,000 during the period September 1, 1991 to August 31, 1992 for Union developed programmes. It is understood and agreed to by the Union that any such programmes will not duplicate any developed under 17.02 above, unless otherwise agreed to by the parties in writing. If such training takes place during working hours prior approval for such leave must be obtained from the employee's supervisor. Monies will be paid from this fund to the Union upon receipt by the Employer of an itemized invoice.
- 17.04 unused funds allocated under 17.02 and 17.03 above shall be carried over into the appropriate current fiscal years.

### ARTICLE 1a - Health and Safety

- 18.01 The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the current Ontario Occupational Health and Safety Act.
- 18.02 Health and safety Committees shall participate in the design and evaluation of training programmes to increase the awareness of Health and safety issues within the university community.
- 18.03 Where the wearing of protective clothing (with the exception of safety shoes - Article 18.04), equipment or devices is prescribed by the Occupational Health and Safety Act, or where the parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.

18.04 Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to \$75.00 within the term of this Agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.

Employers who are required to wear safety glasses may be eligible for benefits under Vision Care - Article 29.01 (e)

18.05 The Employer recognizes that employees working directly with VDTs are concerned about those working conditions peculiar to these operations that include the layout and design of suitable furniture and equipment and the Employer will continue to work towards meeting these concerns. The parties therefore agree to comply with the terms set out in Appendix B to this Agreement.

18.06 At the employee's written request to the union, the parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing employee with a view to resolving her concerns relating to her health and safety at work which may also include working with a VDT. It is also agreed that, if she so requests, she will be removed from the situation in which she feels at risk - in which case she will be assigned other duties - until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if her \_\_\_\_\_ are not then resolved to her satisfaction she shall, upon her written request, be granted a leave of absence without pay.

18.07 The Employer will grant, up to a total number of 14 days per contract year, time off with pay for current members of the Health and Safety Committee to attend health and safety education or training sessions in Ontario. These sessions will be selected by the union and the time off approved by the Employer subject to receipt of reasonable notice. The parties shall share the cost of any registration fees and/or travelling expenses equally.

18.08 The Employer shall provide, at the union's specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health or safety. The Employer also agrees to notify the union of testing dates, and, to allow a Health and Safety representative to be present when the tests are performed.

#### ARTICLE 19 - Sick Leave

19.01 Employees shall accrue a sick leave credit of one and one half days at the end of each calendar month of employment, including the month of appointment, except for those months in which they are absent in excess of fifteen normal working days other than on approved paid leave (excluding sick leave). Unused sick leave credits shall accumulate from year to year.

19.02 Employees are eligible for sick leave if they are prevented, personal sickness or injury for which Workers' Compensation is not payable, from performing their normal duties. Employees are also eligible for sick leave when prevented from attendance at work in order to attend a sick child, spouse, parent, parent-in-law, brother or sister who is dependent upon the employee for health care. Employees may use sick leave to attend a medical appointment and shall, whenever possible, notify the supervisor three working days prior to the appointment. for medical proof outlined in 19.03 below shall apply.

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19.03 To qualify for sick leave with pay **employees must:**

- (a) have sufficient sick leave credits, including the current month's credits:
- (b) have contacted their supervisor to explain the " absence within one hour of the start of the first shift missed, if possible:
- (c) in the case of an absence exceeding one week, keep their supervisor informed at least weekly of the anticipated date of return:
- (d) when requested to do so, provide proof of sickness that is acceptable to the Employer in the form of a certificate signed by a legally qualified medical practitioner;
- (e) when requesting a medical certificate as noted above, the Employer shall, whenever possible, notify the employee of this request prior to the employee's return to work.

Failure to comply with any one or more of the above may result in denial of sick leave with pay.

19.04 The Employer may request an employee to provide an acceptable certificate of fitness to return to work, signed by a legally qualified medical practitioner. When requesting this, the Employer shall, whenever possible, notify the employee of this request prior to the employee's return to work. Such certificate, if requested, shall be provided by the employee upon return to work following an absence of five or more working days.

19.05 Employees absent due to a compensable accident or illness within the meaning of the Workers' Compensation Act, shall continue to be paid their n o d day's pay through the Employer's Payroll until their accumulated sick leave credits are exhausted. Sick leave credits will be deducted at a rate consistent with the Workers' Compensation Act, with the Employer arranging 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, employees shall notify the Employer of their intention to do so one week in advance and shall also provide proof acceptable to the Employer in the form of a certificate signed by a legally qualified medical practitioner, of their fitness to perform their regular duties. ✓

19.06 Sick leave with pay shall not be granted to employees in respect of a period during which they are absent on a pre-arranged leave of absence without pay, or on layoff, or on any form of paid leave except vacation as provided for in Article 28 - Annual Vacations.

19.07 Seniority shall accrue for a period of twelve months or until expiration of sick leave credits, whichever is greater.

19.08 Employees returning from sick leave that has not exceeded twelve months shall be re-instated in their former position unless the provisions of Article 19.10 apply.

19.09 Employees returning from a sick leave exceeding twelve months shall provide the Employer with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner. Upon provision of this certificate employees may use their seniority for a maximum period of twelve months to obtain a position as provided for in Article 12 - Job Posting unless the provisions of Article 19.10 apply. Provided that employees make every reasonable effort to obtain bargaining unit employment, employees may continue to participate in the Employee Benefit Plans (29.01) during this twelve month period. Such employees will pay the cost of the applicable premiums in advance, monthly, to the Employer, subject to the provisions of the Plans.

- 19.10 Temporary employees who are on si&c leave and who are unable to return to work prior to the anticipated termination date of their position, shall be eligible to apply for bargaining unit positions under the provisions of 10.01 (b) after they have notified the Employer that they are fit to resume work. If such employees have been absent for one week or more, the Employer may request an acceptable certificate of fitness to return to work, signed by a legally qualified medical practitioner.
- 19.11 Employees who are absent in excess of three calendar months on unpaid sick leave for which Workers' Compensation is not payable and/or who have either not applied for Long Term Disability or whose Long Term Disability application has been denied, may continue to participate in the Employee Benefit Plans (29.01). Such employees will pay the total cost of the applicable premiums in advance, monthly, to the Employer for any full month in which they do not work, subject to the provision of the Plans for the duration of the unpaid sick leave to a maximum of nine months.

#### ARTICLE 20 - Leave of Absence Without Pay

- 20.01 Dean, Department Head or authorized representative may approve a leave of absence without pay up to a maximum of twelve months. Requests for a leave of absence exceeding twelve months must be submitted to the Assistant Vice-President, Human Resources with a copy to the appropriate Dean, Department Head or authorized representative.
- 20.02 (a) An employee wishing to apply for leave of absence without pay shall submit a written request stating the purpose and duration of the leave at least four weeks before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/rejecting such leave, which shall not however be unreasonably withheld. A written reply will be given no later than ten working days following receipt of the request. Any leave so granted is only valid within the department that granted the leave.
- (b) Notwithstanding the above, a request for a leave of absence without pay of up to six months for the purpose of attending to unforeseen dependent child care shall not be unreasonably denied. Employees shall give as much notice as possible. Employees shall request such leave in writing to the Dean, Department Head or authorized representative, with a copy to the Union. This request shall include the reasons for the leave and the anticipated duration of the leave.

The parties agree that such leave shall be deemed to have commenced upon submission of such written request. The Dean, Department Head or authorized representative shall reply in writing, with a copy to the Union, no later than three working days following receipt of the written request. A grievance regarding the denial of such leave may be submitted directly at Step 3 no later than five working days following receipt of the reply.

Every reasonable effort shall be made to hold a Step 3 meeting no later than ten working days following receipt of the grievance and the parties agree that the leave of absence shall continue pending the final outcome of the grievance.

- 20.03 If a leave of absence does not exceed three months an employee shall continue to accrue seniority. The Employer and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (29.01). On return to work, employees shall be reinstated in their former position.

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- 20.04 If a leave of absence **does exceed** three months, seniority shall be frozen and not accrue beyond the three month period. Employees may continue to participate in the Employee Benefit Plans (29.01) by **paying** the total cost of applicable premiums to the Employer, in advance, **monthly**, for any full month in which they do not work, subject to the provisions of the Plans, for a period not to **exceed** nine months. If the leave of absence **exceeds** twelve months no benefit coverage shall be available **during** the second and subsequent years. Employees shall, upon **providing** written confirmation of their availability to return to work, be reinstated in their former position upon **termination** of a leave up to twelve months. If such leave exceeds twelve months, employees may use **their** seniority to obtain a position as provided for in **Article 12 - Job Posting**, for a maximum period of three months **after** termination of leave.
- 20.05 A grievance concerning a leave of absence **exceeding** twelve months may be **submitted** directly at STEP 3 no later than five working days following receipt of the written **response** to the request.
- 20.06 An employee who **ejects** to return from a leave of absence not **exceeding** twelve months, prior to the original date of return, shall notify the appropriate **Dean, Department Head** or authorized representative, in writing, at least four **weeks** in advance, giving the **revised** date of return.

ARTICLE 21 - Personal Leave (Short-Term) with Pay ✓

- 21.01 An employee shall be entitled to up to three working days in an Anniversary Year (defined as the twelve month period commencing from employee's appointment date) to meet situations that cannot reasonably be scheduled outside normal working hours. Personal leave may be used in hourly allotments. In **approving** the specific timing of such leave, **departmental** operating requirements shall be the major consideration. Request for such leave must be made in writing and be **submitted** to the supervisor at least five days in advance except in cases of emergency when such notice would not be possible. Employees shall not be required to **provide** the reason for such a request, provided they have given at least five days' notice. Permission shall not be unreasonably withheld.
- 21.02 Unused portions of this leave shall not accrue from year to year.

ARTICLE 22 - Bereavement Leave

- 22.01 Employees shall be granted leave from work without loss of normal salary up to a maximum of five **consecutive** working days at the time of the death of a parent, spouse, brother, sister or child. Employees shall be granted leave from work without loss of normal salary up to a maximum of three consecutive working days at the time of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandparent, or grand-child. If overnight travel beyond Toronto is necessary, an additional two days' unpaid leave shall be granted.
- 22.02 Additional leave without pay at the time of bereavement may be requested and authorized under the terms of **Article 20 - Leave of Absence Without Pay**.
- 22.03 Should bereavement occur during an employee's vacation, **Article 28.10** shall apply.

ARTICLE 23 - Jury and Witness Duty Leave

- 23.01 Employees who have been summoned to be a juror or witness by any body in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.



- 23.02 Employees who have complied with 23.01 shall be given leave of absence without loss of normal salary during such service, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court or by the counsel for the party who required their attendance.

**ARTICLE 24 - PREGNANCY, PARENTAL,  
ADOPTION AND PTERITY LEAVE**

**PREGNANCY LEAVE**

- 24.01 An employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen weeks, or such shorter leave as she may request, commencing during the seventeen weeks immediately preceding the estimated birth date. If an employee commences pregnancy leave prior to the completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.
- 24.02 An employee shall give her supervisor two weeks notice, in writing, of the day on which she intends to commence her pregnancy leave, and the intended duration of such leave. She shall provide her supervisor with a certificate signed by a legally qualified medical practitioner stating that she is pregnant and giving the estimated birth date.
- 24.03 The Employer shall make every effort to accommodate a employee to perform the essential duties of her position; however, if the Employer may require a pregnant employee to commence leave earlier than originally scheduled. Any grievance arising from such decision shall be initiated at Step 3.
- 24.04 No employee shall be required to return to work following pregnancy leave earlier than six weeks following the actual birth date; nor shall she be permitted to do so unless she has given one week's notice of intention to return and has provided her supervisor with a certificate signed by a legally qualified medical practitioner indicating her fitness to return to work.
- 24.05 (a) An employee who returns to work on the expiration of her pregnancy leave shall be reinstated in her former position. The employee shall confirm her return date with her supervisor at least two weeks in advance.

An employee wishing to return from a seventeen week pregnancy leave, (excluding under the terms of Article 24.04) shall notify her supervisor, in writing, at least four weeks in advance, giving the revised date of return.

- 24.06 The Employer will supplement the benefit paid by the Unemployment Insurance Commission for fifteen weeks so that the total from both sources will equal 95% of the employee's normal salary, provided that the employee would not have been absent otherwise on any kind of prearranged leave, including sessional leave.

In order to receive the above payments the employee will have been employed by York University for a period of at least ten 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 Employer will pay the employee for the first two weeks of leave, i.e. the Unemployment Insurance Commission's unpaid waiting period - amount equal to 95% of her normal earnings as soon as possible after the commencement of such leave.

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- 24.07 An employee whose pregnancy leave would normally commence or cease during the Christmas and New Year's Day break (27.07) shall receive payment, at her regular rate, for those Holidays and/or grant days on which she would otherwise have been at work.

PARENTAL LEAVE

- 24.08 An employee who has been employed by York university for a period of at least thirteen consecutive weeks shall be entitled to a leave of absence without pay of up to eighteen 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.

- 24.09 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 weeks after the day the child came into the custody, care and control of a parent for the first time.

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

- 24.11 An employee who wishes to immediately follow pregnancy leave with parental leave shall, whenever possible, request such leave, in writing, prior to the commencement of the pregnancy leave. Otherwise, an employee shall request such leave, in writing, no later than four weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

- 24.12 An employee wishing to return from a parental leave prior to the original date of return shall notify the supervisor, in writing, at least four weeks in advance, giving the revised date of return.

- 24.13 An employee who wishes to follow a parental leave with a leave of absence without pay (--- 20) shall, whenever possible, request *Sufi* leave, in writing, prior to the commencement of the parental leave. Otherwise, an employee shall request such leave, in writing, no later than four 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.

- 24.14 Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed twelve months, employees shall be reinstated in their former position. If the combined absence exceeds twelve 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 12 - Job Posting, for a maximum period of three months following termination of the leave.

- 24.15 The Employer and the employee shall continue to pay their regular portions of the premiums for the Employee Benefits and Pension Plans (Article 29) during pregnancy and/or parental leave. The employee shall continue to accrue seniority for the duration of such leaves.

- 24.16 An employee shall be granted up to five working days leave of absence with pay commencing no earlier than five days prior to the anticipated birth/adoption date but no later than five days following the birth/adoption date, for paternity leave.

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ARTICLE 25 - Union Duty Leave

- 25.01 with the supervisor's approval, an employee may be granted up to five working days' leave of absence without pay, per calendar year, to attend to Union business, provided that a written request for such leave has been submitted to the employee's supervisor at least two weeks in advance. In addition, an employee shall be granted up to one month's leave of absence without pay to undertake the responsibility of acting President, provided that a written request for such leave has been submitted to the supervisor as far in advance as possible. Requests for such leave which meet the above conditions shall not be unreasonably denied. 63  
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- 25.02 With the approval of the Dean or Department Head concerned, an employee may be granted up to a maximum of twelve months' leave of absence without pay to fill a full-time position in the Union, provided that a written request for such leave has been submitted to the employee's supervisor at least one month in advance. During such leave the employee shall continue to accrue seniority. Requests for such leave which meet the above conditions shall not be unreasonably denied. Such leave may be extended indefinitely upon application one month prior to the completion of the previous leave. During leave the employee may continue to participate in the Employee Benefit Plans (29.01) by paying the total cost of applicable premiums to the Employer for any full month in which that employee does not work, subject to a maximum of five years and the provisions of the Plans. Upon receiving written confirmation of the employee's availability to return to work, the Employer shall reinstate the employee in that employee's original or comparable position. 5  
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- 25.03 with the supervisor's prior approval as to scheduling - except in cases where the Chair is required to attend at an arbitration hear— as provided for in Article 9 - the Chair of the Grievance Committee may be granted time off without loss of pay up to a maximum of seven hours in a week (non-cumulative) to attend, either in person or on the telephone, to Union grievance matters. The conditions agreed to in Article 7.02 shall govern such approval.
- 25.04 In those years when contract negotiations between the parties are to take place, the Union agrees to notify the Employer at least one month in advance of notification to bargain, of the members of its negotiating committee, and shall identify the Chair of this committee, with the supervisor's prior approval as to scheduling, the chair of the Negotiating Committee may be granted time off without loss of pay of up to three hours per week to attend to duties connected with bargaining matters. These hours may not be accumulated beyond a one week period. The conditions agreed to in Article 7.02 shall govern such approval. The period during which this the off may be granted shall be from June 1 to five working days after receipt of notice of ratification.

ARTICLE 26 - Hours of Work and Overtime

- 26.01 (a) The normal work week shall consist of no more than seven working hours per day, excluding an unpaid meal break of one hour, to a maximum of thirty-five hours per week, except as provided for in 26.01 (b). With the approval of the Union and the employee(s) concerned, the Employer may alter the length of the work day and number of working days per week provided that the total hours worked per week do not exceed thirty-five hours. 34  
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- (b) Employees in continuous operations, however, may be required work no more than eight hours per day, exclusive of an unpaid meal break, to a maximum of forty hours per week, with a salary pro-rated accordingly.

- (c) It is agreed, however, that the normal work day for all employees will be reduced by one hour every Friday or the last day of an employee's work week during the period from July 1 to Labour Day. An employee who is on approved vacation or other leave for this day shall not be entitled to accrue this hour for application toward another day.
- 26.02 Each employee shall be entitled to one fifteen minute paid break period in each half shift.
- 26.03 A shift shall be defined as a period of time worked during the work day, and shall be deemed to fall on the calendar day in which 50% or more of its hours fall.
- 26.04 (a) The hours of work of a position shall be included in all job postings and shall be noted on all job descriptions.
- (b) In the event the Employer decides to alter the hours of work of a position the Employer and the Union shall be given two months' written notice prior to the change being made.
- 26.05 (a) Effective September 1, 1991, all employees shall be paid a premium of 55 cents per hour for all full scheduled hours of work which fall outside the hours of 8:00 a.m. to 5:00 p.m.
- (b) Where employees work four hours or more outside 8:00 a.m. to 5:00 p.m., such employees will be paid the shift premium for the full shift.
- (c) It is understood, however, that where arrangements are made, at the request of the employee, such that the employee works outside the hours of 8:00 a.m. to 5:00 p.m., such employee shall not be eligible for these premiums.
- 26.06 (a) Continuous operations may be introduced by the Employer, provided that the Union and the employees concerned are notified three months in advance. The parties also agree to discuss any matters or concerns which may arise as a result of the introduction of such operations.
- (b) In continuous operations, shifts shall be rotated insofar as is possible amongst the employees working shifts in the department. However, an employee may voluntarily work on a specific shift on a continuing basis, with the mutual consent of the employees concerned and the immediate supervisor.
- (c) When continuous operations are introduced into a department, consistent with 26.06 (a), choice of which shift worked shall be determined on the basis of seniority among qualified employees.
- (d) An employee who is given less than five working days' notice of a shift change shall receive the overtime rate for the first shift worked affected by such change.
- 26.07 Overtime shall be defined as any period of time worked by employees at the explicit direction of their supervisor in excess of the employee's normal working day. An employee who works on a scheduled day off shall receive a minimum of three hours' pay at the overtime rate or the actual hours worked at the overtime rate, whichever is greater.
- 26.08 Overtime shall normally be compensated by pay at one and one-half times the employee's regular hourly rate which shall be determined by dividing the employee's annual salary (not including premiums) by 1820 or 2080 as appropriate. If the employee and the Department Head agree, prior to the overtime being worked, such overtime shall be compensated by time off at the rate of one and one-half hours for each overtime hour worked. In the event a Department offers overtime on a lieu-time only basis, such overtime shall be voluntary including where overtime of such overtime shall be voluntary of the position description. Overtime accumulation shall not exceed forty worked hours.

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- 26.09 Employees required to work a minimum of two hours overtime before or after but joined to their normal shift or an employee required to work four or more hours, on overtime, on a Saturday, Sunday or Holiday shall receive a meal allowance of \$6.00. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the supervisor. 79A  
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- 26.10 Employees' overtime accumulation shall be liquidated<sup>3</sup> by their present Faculty or Department before they transfer to a new Faculty or Department, unless other arrangements are approved by the receiving Faculty or Department prior to transfer. In the event that an employee has not liquidated accumulated overtime upon termination of employment, at the employee's request, such overtime shall be compensated by paid time off. Accumulated overtime shall otherwise be compensated by pay.
- 26.11 The Employer shall endeavour to keep overtime to a minimum. However, any overtime shall be divided fairly among the employees in the department who are available and qualified to perform the work. seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.
- 26.12 An employee shall be designated as being "on call" if the employee has been scheduled to be available during other than that employee's regularly scheduled hours of work, to respond to telephone inquiries or to messages received on a portable paging device. Employees who are scheduled for on-call periods shall be compensated as follows:
- A. Scheduled on-call except as noted in B2 and B3 below:
1. The employee will be paid a basic \$1.50 on-call stipend for each on-call hour.
  2. In addition, if the employee is called and resolves a problem(s) off-work site, the employee will receive a minimum of one hour's pay at one and one-half times the employee's regular hourly rate or the actual hours worked at one and one-half times the regular hourly rate, whichever is greater. 48  
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  3. In addition, if the employee is required to come to the University to resolve the problem(s), the employee will receive a minimum of three hours' pay at one and one-half times the employee's regular hourly rate or the actual hours worked at one and one-half times the regular hourly rate, whichever is greater.
- B. Scheduled on-call during University Holidays or grant days:
1. The employee will be paid a basic \$2.25 on-call stipend for each on-call hour.
  2. In addition, if the employee is called and works on a problem(s) off-work site, the employee will receive a minimum of one hour's pay at two and one-half times the employee's regular hourly rate or the actual hours worked at two and one-half times the regular hourly rate, whichever is greater.
  3. In addition, if the employee is required to come to the University to work on the problem(s), the employee will receive a minimum of three hours' pay at two and one-half times the employee's regular hourly rate or the actual hours worked, whichever is greater.

- Paid Holidays

- 27.01 subject to 27.02 and 27.06 below, the following Holidays shall be granted with pay to employees at the regular salary rate for their normal number of daily working hours:

New Year's Day	Labour Day
Heritage Day (when proclaimed)	Thanksgiving Day
Good Friday	Working Day before Christmas my
Victoria my	Christmas Day
Canada Day	Boxing Day
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- 27.02 In order to receive Holiday pay under 27.01 above, employees must not be absent on sessional leave and must be at work for their full regular work day immediately preceding and immediately following the Holiday. However, employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days, or absent on an approved unpaid leave of absence totalling no more than five working days immediately preceding and/or following the Holiday.
- 27.03 Where a Holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the Holiday shall be deemed to be the Holiday for the purposes of this Agreement.
- 27.04 If a Holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in 27.01 above shall be granted at a time acceptable to the employee and the employee's supervisor.
- 27.05 An employee who works on a Holiday or on the Saturday or Sunday of a Holiday weekend shall be paid at two and one half times the employee's regular rate for such time worked.
- 27.06 An employee who has agreed to work on a paid Holiday and who, without reasonable cause, fails to report for and perform the work, shall not receive the Holiday pay provided under 27.01 above.
- 27.07 Consistent with 27.01 and 27.03 above and specifically for the 1991 Christmas and 1992 New Year's Day break the Employer will observe December 24, 25, 26 and January 1 as Holidays for the Working Day before Christmas, Christmas my, Boxing my and New Year's my and will also grant December 23, 27, 30 and 31 and January 2 and 3 to those employees who would not otherwise have been absent on those six days on any kind of approved leave.
- 27.08 An employee whose pregnancy leave would normally commence or cease during the Christmas and New Year's Day break (Article 27.07) shall receive payment, at her regular rate, for those Holidays and/or grant days on which she would otherwise have been at work.

ARTICLE 28 - Annual Vacations

- 28.01 Entitlement. subject to 28.02 below, employees will accrue the under noted vacation credits for each month in which they work fifteen days or more, during their first and subsequent Anniversary Years (Article 31.02). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked. Except as noted below vacation credit accumulation in excess of one year's entitlement shall be used within six months of a d unless otherwise agreed to, in writing, by the employee and the Dean, Department Head or authorized representative. Such agreement which shall be valid only within the original department, shall not have the result of allowing the employee's vacation credit accumulation to exceed two year's entitlement.

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Employees, other than those identified in paragraph 3 below, transferring to a new area with vacation credit accumulation in excess of <sup>ab?</sup> year's entitlement shall use such transferred accumulation within eight months of date of transfer unless otherwise agreed to, in writing, by the employee and the Dean, Department Head or authorized representative at the time of the transfer.

The parties agree that the taking of an annual vacation is in the employee's interest. It is understood that employees whose vacation credit accrual, as of August 31, 1991, is in excess of two year's entitlement shall use up such excess vacation credit accumulation as quickly as is consistent with the employee's preference and operational considerations.

- 28.02 The start of an Anniversary Year shall be delayed and adjusted by any time taken under Article 20 - Leave of Absence Without Pay - that exceeds three months.
- 28.03 Credits.
- |  |  |
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| During first Anniversary Year:                     | 1 day/month to a maximum of ten days.                    |
| During second to seventh Anniversary Years:        | 1-1/4 days/month to a maximum of fifteen days/year.      |
| During eighth to nineteenth Anniversary Years:     | 1-2/3 days/month to a maximum of twenty days/year.       |
| During twentieth and subsequent Anniversary Years: | 2-1/12 days/month to a maximum of twenty-five days/year. |
- 28.04 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.
- 28.05 Employees shall submit vacation requests as far in advance as possible. Requests for vacation shall not be unreasonably denied. Any vacation request granted is only valid within the department that granted the request. Scheduling conflicts between two or more employees shall be resolved on the basis of seniority; however it is that an employee, transferring to a new department, may not use seniority to request a vacation when the effect would be to cause the cancellation, in full or in part, of a previously approved vacation request.
- 28.06 On termination an employee shall be paid for vacation earned but rat taken.
- 28.07 Sick Leave substitution. Sick leave may be substituted for vacation when employees have demonstrated to the satisfaction of the Dean or Head that they were incapacitated for three consecutive working days or more during their vacation.
- 28.08 When a Holiday, as defined in Article 27.01 - Paid Holidays, occurs or is observed by the Employer while an employee is on vacation, the employee shall be granted another day off with pay in lieu of the Holiday at a time to be mutually agreed upon by the employee and the supervisor.
- 28.09 With the approval of the supervisor, sessional employees may carry-over unused vacation credits into their next scheduled work year.
- 28.10 Bereavement Leave substitution. Bereavement leave shall be substituted for vacation when employees are bereaved in circumstances, as defined in Article 22 - Bereavement Leave, during their vacation.

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ARTICLE 29 - Employee Benefits and Pension Plans

29.01 The Employer agrees to provide the following Employee Benefit Plans, and contribute towards the cost of each of these Plans an amount equal to the percentage of the rate applicable to an employee, as listed below:

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- (a) Extended Health Care Plan - 100% - amended to increase lifetime maximum to \$55,000 effective September 1, 1991.
- (b) Group Life Insurance Plan - 50% 70% - 05.00%  
D - 1.00% 2 1/2%
- (c) Long Term Disability Plan - 100%
- (d) Dental Plan - 100% - Part B - current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association.
- (e) Vision Care - 100% - Single coverage to a maximum of \$250/24 months, no deductible. single coverage to a maximum of \$100/24 months, no deductible, for employees whose position requires them to hear safety glasses.
- Hearing Care - 100% - Single coverage to a maximum of \$300/36 months.

An employee may elect to pay any additional premiums required to extend coverage to family.

The Employer shall provide copies of the current Master policies to the Union.

The Employer shall provide employees with up-to-date printed information about the Employee Benefits Plans, which shall also include procedural codes covered by the Dental Plan.

29.02 Employees will be required to participate in the Employee Benefit Plans in accordance with the applicable Plan policies. The Employer shall continue to pay its portion of the appropriate Benefit Plans for the scheduled absence without pay for employees whose hours of work are sessional.

29.03 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 Employer.
- (b) Employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- (c) The Employer agrees to place two representatives, designated by the Union, on the Board of Trustees of the Pension Plan.
- (d) The Employer 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.

29.04 Post-retirement Benefits

The Employer agrees to continue the retiree benefits coverage on the August 1991 basis until August 31, 1992 as outlined in Appendix C.I.

29.05 Retirement Consultation Centre

The Union shall be entitled to appoint two representatives to the Advisory Board of the Retirement Consultation centre.

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ARTICLE 30 - Salaries30.01 Implementation:

Effective September 1, 1991 all Job Rates will be increased by 5.8% with Entry Rates set at 96% of Job Rate.

30.02 Salary Ranges: See Schedule A.30.03 Salary Administration:

Job Rate: The rate an employee will receive following completion of (A) three months' or completion of probationary period, if applicable, or (B) six months' in the position in question. On promotion to a position having a higher Job Rate, the employee's salary will be set at the Entry Rate or remain at the present rate whichever is higher. On transfer to a position having the same Job Rate, the employee's salary will not change. On transfer to a position of a lower grade or classification, the employee's salary shall be at the Job Rate.

30.04 Second Language Compensation (Glendon College):

The Employer's intention is to arrive at a point where all positions within the bargaining Unit at Glendon would be filled by persons competent to perform their various duties in both of the official languages of Canada. (See Appendix A.)

ARTICLE 31 - Definitions

31.01 The parties shall be deemed to be York University (the Employer) and York University Staff Association (the Union) and for purposes of communication shall be represented as identified in Article 34-Correspondence.

31.02 Anniversary Year shall be defined as the twelve month period commencing from the employee's appointment date.

31.03 Whenever the singular or plural of the noun employee is used in this Agreement, it shall be considered as if the plural or singular had been used where the context so requires.

31.04 Probationary employee shall mean an employee who is serving the probationary period defined in Article 10.02.

Employment categories (31.05 - 31.10) shall be defined as follows:

31.05 Full-time

The employee works the full regular hours of the Employer on a continuing year-round basis with no termination date anticipated at the time of appointment.

31.06 Part-time

The employee works less than the full regular hours of the Employer but more than twenty-four hours per week on a continuing Year— basis with no termination date anticipated at the time of the appointment.

31.07 Full-time Sessional

The employee's terms of employment are as in 31.05 above except that the scheduled work year is at least seven months but less than twelve months, with a recurring scheduled absence without pay during the balance of each calendar year.

**31.08 Part-time Sessional**

The employee's terms of employment are as in 31.06 above except the scheduled work year is as defined in 31.07 above.

**31.09 Temporary**

The employee is appointed for a definite term or task that is expected to last Rare than three but not Rare than twelve months with a termination date anticipated at the completion of such term or task. No position shall be filled for a period in excess of twelve months by renewing a temporary employee's appointment or by appointing a series of temporary employees. Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task.

**31.10 Limited Term Position**

A Limited Term Position shall mean a position as defined in Articles 31.05 - 31.08 above created for a specific purpose and with an anticipated termination date. For a period of twelve months following the date of termination of the position, the employee shall be entitled to all layoff and recall rights with the exception of bumping and severance pay.

**ARTICLE 32 - Part-time, Part-time Sessional  
and Temporary Employees**

**32.01 Notwithstanding any other Article in this Agreement, this Article shall govern benefits, other than those covered by Article 29.01 - Employee Benefits Plans, applicable to Part-time, Part-time Sessional and Temporary employees.**

**32.02 part-time and Part-time Sessional employees shall be entitled to Leave of Absence Without pay (Article 20), Bereavement Leave (Article U), Jury and Witness Duty Leave (Article 23) and Pregnancy Leave (Article 24). Entitlement to Personal Leave (Short-Term) with Pay (Article 21), paternity and Adoption Leave (Article 24.07), Paid Holidays (Article 27), Sick Leave (Article 19), and Annual Vacations (Article 28) shall be pro-rated in accordance with the proportion of full-time hours and months worked.**

**32.03 Temporary employees shall be entitled to Bereavement Leave (Article 22), Annual Vacation (Article 28), Jury and Witness Duty Leave (Article 23), and Paid Holidays (Article 27). Entitlement to Personal Leave (Short-Term) With Pay (Article 21), Paternity and Adoption Leave (Article 24-07), and Sick Leave (Article 19) shall be pro-rated in accordance with the proportion of full-time hours and months worked. On termination, temporary employees shall receive vacation pay for all vacation credits accrued. It is agreed, however, that such credits may be used during the period of temporary employment if requested by the employee and approved by the supervisor. Such requests shall not be unreasonably denied.**

**ARTICLE 33 - General**

**33.01 Employee Files**

The parties agree that the only official Employee 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.

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Employees shall read any report concerning their work performance and shall initial such report to confirm that they have read it, before it may be placed in their file in the Department of Human Resources. Employees may comment in writing upon any report on their own performance, and at the employee's request such comment shall be initialled by a representative of the Department of Human Resources, with one copy being returned to the employee, and one copy added to their file in the Department of Human Resources.

### 33.02 Reporting Changes in Information

It shall be the employees' responsibility to notify their supervisor and the Department of Human Resources in writing within five working days of any change in name, address, income tax or dependent status, beneficiary or next-of-kin. The Employer shall not be held liable for any losses suffered by an employee resulting from failure to comply with this requirement.

### 33.03 Academic Fee Waiver Policy

Employees shall be eligible to participate under the terms of Academic Fee Waiver Policy in effect at the signing of this Agreement.

### 33.04 Tool Allowance and Seminars

The Employer will provide a locked area for the storage of Craftspersons' personal tools during off-work hours. These employees shall also receive, upon proof of purchase, a replacement hand tool allowance of up to a maximum value of \$50.00 per person, per calendar year. Any unused portion of this allowance may not be accrued beyond two consecutive calendar years.

### 33.05 Uniforms

Where the Employer requires an employee to wear a uniform the cost and maintenance of that uniform shall be borne by the Employer.

### 33.06 Mileage Allowance

Employees shall be eligible under the terms of the Mileage Allowance policy to be reimbursed according to the policy in effect at the time the expense was incurred or at the rate of 27 cents per kilometre, whichever is greater.

### 33.07 Inclement Weather

If severe weather conditions preclude the opening of the University in the morning, or severe weather conditions necessitate early closing during the day, on the authority of the President, the University will be closed from a specific time that day. Unless instructions to the contrary are announced it shall be assumed the University will be open as usual the following day. If such closing takes place, employees will not suffer a loss of salary. Any employee required to work after the University is declared closed shall be compensated at the overtime rate. The Union shall be notified promptly of such closings.

### 33.08 Day Care

Employees with children attending the York university Day Care Centre and/or the Glendon Day Care centre shall be allowed up to four hours a week, during normal working hours to perform their day care duties, provided that this time is made up by the employee concerned at a time satisfactory to the supervisor.

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33.09 All-Candidates Meeting

In the event that the Union deems it necessary to call a two-hour All-Candidates Meeting prior to the Annual General Elections, the Employer agrees to grant the necessary time off without pay to all nominees provided the Department of Human Resources is advised of their names five days in advance.

33.10 Elections Committee

The Employer agrees to grant the members of YUSA Elections Committee (up to a maximum of two persons per department) one-half day off without pay on the day of the Annual General Elections.

33.11 Parking

- (a) The Employer shall make every reasonable effort to ensure that adequate parking is available for its employees.
- (b) Upon request by the Dean, Department Head or authorized representative, the Employer shall make every reasonable effort to provide employees whose scheduled shift ends between 8:00 p.m. and 8:00 a.m. with a special parking permit which shall enable these employees to park in a location near their work areas.
- (c) Requests for reserved parking shall be recorded on the appropriate waiting list in order of the date received. These waiting lists shall be posted, in public view, in the vicinity of the parking office, and shall be updated regularly. The lists shall identify all applicants and the date of their application for reserved parking. The Union shall also be provided with a copy of this list on a semi-annual basis.
- (d) The Employer shall provide copies of the parking regulations to all new employees at the time of their orientation meeting and shall ensure that employees are given reasonable notice of any changes in the regulations.

ARTICLE 34 - Correspondence

34.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be sent as follows:

To the Employer:

Manager, Labour Relations  
York University  
4700 Keele Street  
North York, Ontario  
M3J 1P3

To the Union:

President, YUSA  
010 Admin. Studies  
4700 Keele Street  
North York, Ontario  
M3J 1P3

ARTICLE 35 - Duration of Agreement

35.01 This Agreement shall continue in force and effect until August 31, 1992 and shall continue automatically thereafter for periods of one year unless either party notifies the other in writing within the period of ninety days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

SCHEDULE A

## YORK UNIVERSITY

## SALARY RATES

Effective September 1, 1991

Graded Positions

Grade	Code (see 30.03)	Entry Rate	Job Rate
2	A	\$24,446	\$25,465 <i>Base</i>
3	A	25,699	26,770
4	A	26,880	28,000
5	A	28,615	29,807
6	A	31,232	32,534
7	B	34,699	36,144
8	B	39,405	41,047

Computer Series

CS 1	A	\$26,371	\$27,470
CS 2	A	28,166	29,339
CS 3	A	30,040	31,291
CS 4	A	32,076	33,413
CS 5	A	35,411	36,886
CS 6	B	39,906	41,569
CS 7	B	44,406	46,256
CS 8	B	48,906	50,944

## YORK UNIVERSITY

## SALARY RATES

Effective September 1, 1991

Technician Series

Grade	Code (see 30.03)	Entry Rate	Job Rate
Craftsperson 1	B	\$29,715	\$30,953
Craftsperson 2	B	35,957	37,455
Craftsperson 3	B	43,634	45,452
Craftsperson 4	B	48,891	50,928
Lab. Tech. 1	A	27,633	28,784
Lab. Tech. 2	B	30,820	32,104
Lab. Tech. 3	B	35,537	37,017
Lab. Tech. 4	B	40,331	42,011
Lab. Asst. 1	A	25,340	26,396
Lab. Asst. 2	A	26,462	27,564
Lab. Animal Tech. 1	A	26,462	27,564
Lab. Animal Tech. 2	A	27,940	29,105
Lab. Animal Tech. 3	B	29,967	31,215
Lab. Animal Tech. 4	B	32,537	33,893
Lab. Animal Tech. 5	B	36,126	37,631
Lab. Animal Tech. 6	B	40,331	42,011
Engineering Tech. 1	B	30,547	31,819
Engineering Tech. 2	B	37,720	39,292
Engineering Tech. 3	B	41,170	42,885
Engineering Tech. 4	B	48,989	51,031
Draftsperson 1	B	28,615	29,807
Draftsperson 2	B	33,934	35,348
Draftsperson 3	B	41,934	43,682
Draftsperson 4	B	45,818	47,727

## YORK UNIVERSITY

## SALARY RATES

Effective September 1, 1991

Technician Series

Grade	Code (see 30.03)	Entry Rate	Job Rate
Cartographer 1	B	28,615	29,807
Cartographer 2	B	33,934	35,348
Cartographer 3	B	37,720	39,292
Media Oper. Tech. 1	A	27,633	28,784
Media Oper. Tech. 2	B	30,820	32,104
Media Oper. Tech. 3	B	36,126	37,631
Media Oper. Tech. 4	B	40,831	42,533
Media Main. Tech. 1	B	32,476	33,830
Media Main. Tech. 2	B	36,097	37,601
Media Main. Tech. 3	B	40,657	42,351
Media Main. Tech. 4	B	46,125	48,047
Media Main./Oper. Tech. 1	B	39,745	41,401
Media Main./Oper. Tech. 2	B	44,302	46,148
Media Main./Oper. Tech. 3	B	48,863	50,899
Media Main./Oper. Tech. 4	B	54,332	56,596
Photographer 1	A	28,451	29,637
Photographer 2	B	31,607	32,924
Photographer 3	B	37,921	39,501
Photographer 4	B	40,657	42,351
<u>Duplicating</u>			
Operator 1/Bindery 1	A	25,251	26,303
Operator 2/Bindery 2	A	26,328	27,425
Operator 3/Bindery 3	A	27,660	28,813
Operator 4 (a) & (b)	A	29,254	30,473
Operator 5 (a)	B	30,951	32,240
Operator 5 (b)	B	32,886	34,256

## APPENDIX A

## SECOND LANGUAGE COMPENSATION

(ref: Article 30.04)

PRINCIPLES

1. The degree of facility in the second language will be determined by means of tests set and administered by the Employer.
2. The test will consist of four modules, as follows:
 

Module I:	Oral facility
Module II:	Typing from manuscript
Module III:	Written comprehension
Module IV:	Composition
3. Demonstrated competence in the second language will be assigned a weighting within the job evaluation programme as follows:
  - Any one module (no grade change)
  - Any two (or more) modules (grade change to 1 grade higher)

TESTING PROCEDURES

1. Tests will be based on the model devised by the Employer and mutually agreed upon by the parties.
2. A single initial test will be held for all existing staff wishing to attempt it. Tests will also be held in case of hiring, promotion, or transfer for candidates applying for the bilingual position. In addition, there will be an annual test for such staff members as feel that they have improved their language skills sufficiently to pass the test. It is also understood that non-Glendon employees shall also be provided with the opportunity to attempt such tests. Test results shall be placed in the employee's Employee File at the request of the employee.
3. Candidates who fail the test will have a right of appeal to the Administrative Bilingualism Committee.
4. All existing staff who pass the test will be appointed to the bilingual designation of their present position and will receive the appropriate upgrading, effective the first of the month following completion of the test.
5. In case of transfer or promotion, the candidates will be tested only for those modules (and levels, if applicable) required by the new position which they have not previously passed. It is understood that any employee who passed modules prior to the introduction of levels is deemed to have passed at the most advanced level.
6. Exemptions may be granted from all or part of the test to candidates already holding proof of second language competence, for example, the Glendon Certificate of Bilingual Competence.

GENERAL

The Employer agrees to continue its present practice with respect to employees at Glendon College upgrading their skills in the second language.

No employees presently employed at Glendon shall have their grade lowered as a direct result of the implementation of this second language compensation plan.



## APPENDIX B

## ERGONOMIC STANDARDS

The parties agree that VDT workstation furnishings and equipment used by YUSA members, and purchased after July 31, 1989, and their layout and design, must conform to the standards set out by the YUSA - York University Joint Ergonomics Committee in Ergonomic Standards for Computer Workstations. These standards may be amended or modified only with the mutual agreement of the parties. The Employer also agrees to provide copies of Ergonomic Standards to all new employees at the time of their orientation meeting.

The Joint Ergonomics Committee will include up to three representatives of the Employer and up to three representatives of the Union, and a mutually agreed upon Chair. The Employer shall allocate \$50,000 per fiscal year 1991-1992. The Employer will allocate a further \$25,000 for the period May 1 to August 31, 1992 to continue the upgrading of VDT workstations, used by bargaining unit members, to conform to the standards noted above. The Joint Ergonomics Committee shall continue to be responsible for determining the distribution of these funds.

The Joint Ergonomics Committee shall also continue to monitor the implementation of these standards and shall review them in light of new developments, ~~making~~ making changes or modifications as appropriate.

## APPENDIX C

## POST-RETIREMENT BENEFITS

I - Retirement Post - June 30, 1987

The Employer agrees to provide benefits coverage for full-time, full-time sessional, part-time, and part-time sessional bargaining unit members, their spouses and dependent children, who retired on or who will retire between July 1, 1987 and August 31, 1992.

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Coverage includes:

- the difference in cost between public ward and semi-private or private room hospital accommodation.
- semi-private or private hospital accommodation coverage is limited to a maximum of 120 days per person per hospital stay.
- private duty nursing is subject to a lifetime maximum of 120 days per person.
- eligible expenses, such as prescription drugs, certain paramedical practitioners, services of a clinical psychologist, private duty nursing, medical supplies, and out of province physician's charges which exceed the amount covered by OHIP.
- the plan will cover prescription drugs not eligible for coverage through the Ontario Drug Benefit Plan.
- the maximum lifetime benefit for services and supplies is \$25,000 per person.
- reimbursement at 80% of expenses will be made after you have satisfied a deductible of \$25.00 per covered person up to a family maximum of \$50.00 in each calendar year.

The Health Care Plan will not pick up the coverage normally paid by OHIP or the Ontario Drug Plan if you choose to take permanent residence outside Ontario.

Dental Plan

## Coverage includes:

- covers 100% of recognized dental charges for basic services such as examination, X-rays, cleaning and scaling, amalgam silicate, acrylic or composite fillings, extractions, anaesthesia, periodontal and endodontic services.
- covers 50% of the recognized fee for prosthetic and restorative services, such as complete or partial dentures, denture repairs, gold foil restorations, crowns, inlays and onlays.
- coverage for dentures will be conditional upon the loss of one or more natural teeth or to replace an existing denture which is more than five years old and cannot be made serviceable,
- ~~reimbursement~~ will be based on the current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide in the first of the month following its announcement by the Ontario Dental Association.
- reimbursement under the Dental Plan is limited to a maximum of \$700.00 per person per year.
- coverage does not include orthodontic services.

Eligibility

Employees, their spouses and any dependent children are eligible for coverage if:

- the employee was a member of the Dental and/or the Hospital and Extended Health Care plans immediately before retirement;
- the employee was a member of the York university Staff Association immediately before retirement from the University;
- the employee is in receipt of retirement pension from the York University Pension Plan;
- such pension becomes payable immediately following termination of employment with the Employer in accordance with the normal or early retirement provisions of the Employer's pension plan.

DefinitionsSpouse

A spouse includes a legally married spouse or a common-law spouse.

Dependent Children

A dependent child includes any unmarried dependent under age 21 or under age 25 if the child is a full-time student. A physically or mentally disabled child is covered regardless of age, provided the child is dependent on the employee for support.

- Retirement Pre-July 1, 1987

During the term of this Agreement the Employer agrees to provide benefits coverage, as outlined in Appendix C (I) above, for full-time, full-time sessional, part-time and part-time sessional bargaining unit members who retired prior to July 1, 1987.

Effective November 1, 1991 the Employer agrees to allocate \$21,600 per fiscal year (\$10,800 for 1991/92), which will be distributed equally, to cover expenses incurred by eligible bargaining unit members to annual maximum to be determined each May. Any unused portion of this allocated fund from a preceding fiscal year shall be carried forward to the appropriate current fiscal year.

No later than 30 working days after the start of each fiscal year the Employer shall advise the Union of the total amount of funds available: the current number of eligible bargaining unit members; and the annual maximum amount available for to each eligible bargaining unit member for that fiscal year.

It is agreed that the parties shall meet during April 1992 to review the usage of this benefit.

## APPENDIX D

**JOB EVALUATION**  
**(effective when announced)**

- 14.01 Job Evaluation for bargaining unit jobs shall be jointly developed, maintained and administered by the Employer and YUSA.
- 14.02 The Employer shall maintain job questionnaires for all jobs in the bargaining unit in the Department of Human Resources.
- 14.03 The re-evaluation procedure shall be as follows:
- (a) Requests for re-evaluation of a job may be initiated by the incumbent, the manager or the Union.
  - (b) The incumbent shall complete all relevant areas of the job questionnaire which shall then be submitted to the Department of Human Resources. YUSA members at Glendon may submit their job questionnaires to the Personnel Office, Glendon, and these questionnaires shall be deemed to have been received by the Department of Human Resources on that date.
  - (c) The Employer shall notify the Union of all reevaluation requests no later than five working days following receipt of the questionnaire. Such notification shall include the name of the incumbent, the department/faculty, the name of the manager, the current salary level and incumbent's salary per annum if different from Job Rate, and the date the questionnaire was received by the Department of Human Resources, or the Glendon Personnel Office.
  - (d) The Department of Human Resources shall send a copy of the incumbent's questionnaire to the appropriate manager no later than five working days following receipt of the questionnaire.
  - (e) The manager shall complete the "Manager's Comments" section of the job questionnaire and return it to the Department of Human Resources no later than fifteen working days following receipt. Otherwise, it shall be deemed that the manager did not have any comments and the manager and the incumbent shall be so notified.
  - (f) A copy of the returned "Manager's Comments" section, if any, shall be sent to the incumbent by the Department of Human Resources no later than five working days following its receipt by the Department of Human Resources.
  - (g) The incumbent shall complete the "Incumbent's Comments" section of the job questionnaire and return it to the Department of Human Resources no later than fifteen working days following receipt. Otherwise, it shall be deemed that the incumbent did not have any comments and the incumbent and the Manager shall be so notified.
  - (h) Upon completion of the above, the job questionnaire shall be considered ready for rating by the Joint Rating Committee, who shall receive copies of it at the time of the rating meeting. Concurrently the manager shall be provided with a copy of the returned "Incumbent's Comments" section, if any.
  - (i) Unless otherwise agreed to by the parties, requests for re-evaluation shall be processed in order of receipt by the Department of Human Resources of the completed (including "Comments" sections) job questionnaires.
  - (j) The job shall be rated by the Joint Rating Committee following the provisions of Article 14.04 below.

- (k) The Employer Shall notify the incumbent and manager in writing of the results of the rating meeting no later than ten working days after the Committee has reached its decision. Such notification shall include individual factor levels assigned; total points; salary level; effective date, if appropriate; the department/faculty; the job title.
- (l) A re-evaluation resulting in a change in salary level shall be retroactive to the date the job questionnaire Article 14.03 (b) was received by the Department of Human Resources. In the event of an upgrade, retroactivity will be at the Job Rate. In the event of a downgrade, the incumbent shall not suffer a loss of salary as a direct result.
- (m) Those positions which have been rated within thirty months of the date of request shall be entitled to re-evaluation only where it can be established that there has been significant change within the position.

In order to identify such changes, the incumbent shall notate a copy of the most recently rated questionnaire to indicate new, altered, and/or removed duties and send it to the Department of Human Resources. The appropriate manager shall complete the Manager's Statement of Change form within fifteen working days of receipt of the notated questionnaire. These two documents shall be compared, by the Joint Rating Committee, to the original most recently rated questionnaire. In the event the Joint Rating Committee determines that there has been significant change in the position, the incumbent and manager, shall be so notified and the re-evaluation process will then proceed in accordance with Article 14.03

N.B. June 1, 1991 Shall be the date of original rating for all YUSA jobs under the new job evaluation system.

14.04 The composition of and procedures for the Joint Rating Committee shall be as follows:

- (a) Joint Rating Committees shall be comprised of two Union representatives and two Employer representatives. Each party shall provide the other with written notification designating their respective representatives. Each party shall be responsible for ensuring its representatives are in attendance when scheduled for rating meetings.
- (b) Rating committee members shall not rate jobs located in their respective departments or faculties. Whenever possible, one representative from each party shall be from an unrelated work area.
- (c) In the event that, while rating the position, the Joint Rating Committee determines that additional information is required, at least one committee member for each party together shall meet with the incumbent and also shall meet with the appropriate manager, within one week of the rating meeting.
- (d) Members of a Joint Rating Committee must reach consensus in the rating of a job. Where consensus is reached, the decision of the Joint Rating Committee shall be final and binding.
- (e) In the event consensus is not reached, the manager and incumbent shall be so informed. The Joint Rating Committee shall submit a written summary, outlining the areas of dispute and the rationale for the differing viewpoints. The summary shall be sent to the Union and Employer no later than fifteen working days following the Joint Rating Committee meeting. The job shall be rated again by another Joint Rating Committee which shall not include members of the original committee.

- (f) In the event that consensus is not reached by the second Joint Rating Committee, the committee shall submit a written summary outlining the areas of dispute and the rationale for the differ — viewpoints. This summary shall be sent to the Union and the Employer no later than fifteen working days following the second Joint Rating Committee meeting. Unless the parties agree otherwise, the matter shall be referred to a mutually agreed upon third party for binding resolution.

- 14.05 When a new position is created, a provisional salary level will be assigned to it by the Department of Human Resources and a copy of the Job Summary shall be sent to the Union. After the position has been filled, by the same incumbent, for a period of no longer than twelve months, the incumbent will be requested to complete a Job Evaluation Questionnaire. The evaluation process will then proceed in accordance with Article 14.03. With agreement, in writing, of the parties, that the questionnaire can be properly completed earlier than twelve months but no earlier than six months, the evaluation process may proceed.

If the evaluation results in a higher salary level than the provisional level originally assigned, the incumbent shall receive the appropriate retroactivity effective the date of the incumbent's commencement in the position, provided that the duties of the position have not changed substantially. In the event that the manager can demonstrate that the change in salary level has resulted from additional or alternate duties which were added to the position following the provisional rating, the parties shall meet to discuss the appropriate retroactive date.

## LETTER OF UNDERSTANDING - FLEX TIME

The parties recognize that, in specific situations, managers and employees have mutually agreed to individual arrangements which have been variants to the usual working hours of the area.

The parties agree that flexible hours, which shall not exceed 8 hours (inclusive of a 1 hour unpaid meal break) in any one day, may be mutually arranged between the manager and the employee(s) of an area, provided this arrangement is subject to operational considerations. Such arrangements shall be subject to review at least annually and shall be applicable within that area only.

It is understood that, where such an arrangement has been mutually agreed upon, the terms of Article 26.04 (b) shall not apply and further, the terms of Article 26.05 (c) shall apply.

Where mutual agreement is not reached the normal working hours of the area shall apply.

## LETTER OF UNDERSTANDING - FLOATERS

The Employer shall continue to maintain no less than *six* full-time bargaining unit "floater" positions. These positions will be allocated in such a manner as to reduce the Employer's dependence on non-bargaining unit employees who perform bargaining unit work throughout the University.

The Employer shall review the progress of this continuing initiative with the Union at least twice yearly.



**LETTER OF UNDERSTANDING - HEALTH AND SAFETY**

The Employer shall provide Health and Safety certification training, once defined by the Workplace Health and Safety Agency, as required by the Occupational Health and Safety Act, to a minimum of one representative to be designated by the Union, who shall also be a Joint Health and Safety Committee representative. The Union and the Employer agree to meet, no later than sixty working days following ratification, to discuss the appropriate release time required and the duties to be performed, by the Union's representative, once certified.

**LETTER OF UNDERSTANDING - JOB EVALUATION**

The Union and the Employer have agreed to jointly develop, implement and maintain a new job evaluation system to cover all bargaining unit positions. The system shall also be used for the comparison of jobs under the Pay Equity Act. It is understood that the parties shall have equal decision-making power during all aspects of the process, including the rating of positions.

The parties agree that the new job evaluation system, which shall also form part of the Pay Equity Plan, and which shall include but not be limited to the factors, weight—, procedures and means of resolving disputes, will supersede those Articles of the Agreement which relate to job evaluation and classification.

Current provisions of the Agreement shall remain in effect until such time as the new job evaluation and classification system is ratified by the parties.

It is agreed that all bargaining unit positions shall be evaluated using the new Job Evaluation system. Retroactive pay resulting from such evaluations shall be retroactive to June 1, 1990. It is agreed that such evaluations shall be completed no later than October 31, 1991.

The salary grid for Job Evaluation shall be referred to the Pay Equity Negotiating Committees. If the pay Equity Negotiating Committees have reached a mutually agreed upon salary grid, prior to notification to bargain, it shall be referred for ratification by the parties. Upon ratification by the parties the new salary grid shall be in effect. All annual increments after August 31, 1991 shall be applied to the new salary grid.

Retroactive pay resulting from such evaluations shall be calculated commencing with the rates in effect May 1, 1991 and shall be paid out to the affected employees as soon as practicable after the completion of the job evaluation exercise provided that the total of such adjustments does not exceed \$1,200,000.00.

In the event that the total, or portion thereof, of such retroactive pay exceeds the above \$1,200,000.00, the Pay Equity Negotiating Committees shall develop a mutually agreed retroactivity pay-out schedule in conjunction with the salary grid.

Employees who terminate their employment with the Employer, on or after June 1, 1990, shall receive retroactive pay in accordance with the above noted retroactive pay schedule agreed upon by the parties.

Employees who terminate their employment with the Employer prior to June 1, 1990 shall not be eligible for retroactive pay.

**LETTER OF UNDERSTANDING - LONG TERM DISABILITY INSURANCE**

The Employer agrees, effective January 1, 1992, to maintain a "shadow" salary for employees receiving Long Term Disability benefits, and to make such additional contributions to the York University Pension Plan, on behalf of that employee. Contributions to the Pension Plan will be at the level of contributions required by the Employer and the employee for the level of such "shadow" salary.

Effective January 1, 1992 "shadow" salary shall mean the base salary of the employee at the time of commencement of Long Term Disability, increased annually to the lesser of the negotiated increase to Job Rate or the Toronto CPI average for the preceding twelve month period ending August 31. The use of the "shadow" salary shall be solely for the purpose of pension calculations for persons who receive payments from the Long Term Disability Plan and does not pertain to any other clause in the Collective Agreement.

The "shadow" salary for those employees who commenced LTD benefits on or before August 31, 1991 shall be set at the Job Rate in effective September 1, 1991 - August 31, 1992 or the Job Rate that was in effect 1990/91 plus the average Toronto CPI for the preceding twelve months ending August 31, 1991, whichever is the lesser. Such "shadow" salary shall be adjusted annually commencing September 1, 1992 as outlined above.

At retirement, Final Average Earnings shall be based upon the annual "shadow" salary established, and the employee shall be credited for Pension Plan purposes with a full year of service for each year for which Pension Plan contributions are made on the "shadow" salary.

**LETTER OF UNDERSTANDING - MICROCOMPUTER TRAINING CENTRE**

The Employer agrees to maintain the Microcomputer Training Centre in 044 and 044A Central Square as a full-time staff training facility and to maintain the hardware and software used for training to standards that allow for training on commonly used applications software.

The Employer also agrees to allocate sufficient funds to operate the Microcomputer Training Centre including salaries of the Microcomputer Training Coordinator and Administrator/Trainer plus the normal costs of operating an office.

It is agreed that funds for the provision of training courses (instructor(s), course materials and other course-related costs as appropriate) shall be provided through the current resources allocated under Articles 17.02 and 17.03 and/or funds carried forward from Articles 17.02 and 17.03 under the contract year 1991-1992.

**LETTER OF UNDERSTANDING - PAY EQUITY**

The Employer agrees that it is in the interests of the parties to complete the Pay Equity and Job Evaluation exercises as quickly as possible, given the complexities of these issues.

The parties agree to meet no later than ten working days following date of ratification, to work out, with the assistance of the Pay Equity Committees, and the members of the Joint Job Evaluation Development Committee, a realistic schedule and sufficient release time for completing these matters.

It is the mutual goal of the parties to be in a position to post a Pay Equity Plan no later than December 2, 1991 and to have the Job Evaluation exercise substantially completed, including an agreed upon salary grid and an agreed retroactivity payout schedule, no later than January 31, 1992.

LETTER OF INTENT - UNION DUTY LEAVE  
BENEFIT AND PENSION PLAN PARTICIPATION

The parties shall meet before December 31, 1991 to review the eligibility of a bargaining unit member, on union duty leave (25.02) for participation in the pension plan and benefit plans.

The purpose of the review is to maximize eligibilities. Changes shall be retroactive to September 1, 1991 as appropriate.

In witness whereof each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

## YORK UNIVERSITY

PresidentSecretaryAssistant Vice-President

## YORK UNIVERSITY STAFF ASSOCIATION

D. BloomB. Elmer-DohertyP. FoulkesP. FreemanJ. GrantB. MitgangU. PurdyeJ. Thomas

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VDT . . . . .	18,
Vision Care . . . . .	14, 18,
Workers' Compensation . . . . .	18, 19,
workload . . . . .	
York University Joint Ergonomics Committee . . . . .	



York University, Toronto *and* York University Staff Association (Ind.) (1,100 secretarial, clerical and technical employees): A 12-month renewal agreement effective from September 1, 1991, to August 31, 1992, settled in September at the bargaining stage. Duration of negotiations - 4 months.

**Wages:** Effective **Sept. 1/91**

<b>General Increase</b>	5.8%
<b>Annual Rates</b>	
File Clerk (Grade 2)	\$25,465 ✓ (\$24,069)
Craftsperson 2	\$37,455 ✓ (\$35,402)
Engineering Technician 4	\$51,031 ✓ (\$48,233)

**Cost-of-Living Allowance:** Deleted.

**Hours Of Work:** 35 per week, 40 per week for employees in continuous operations. **Normal** work day reduced by 1 hour every Friday during the period July 1st to Labour Day (unchanged).

**Paid Holidays:** 10 (unchanged), plus 2 (3) extra days during **Christmas Break**.

**Paid Vacation:** **One** day per month to a maximum of 10 days during the first year, **3 weeks** after 1 year, 4 after 7, and 5 after 19 (unchanged).

Employee with an accumulation of more than 2 year's vacation entitlement shall use such accumulation as quickly as is consistent with the employee's preference and operational considerations (new). Also, employee who transfers to a new area with an accumulation of more than 1 year's vacation entitlement shall use such transferred accumulation within 8 months (new). ✓

**Health and Welfare:** Extended Health Care - Lifetime maximum of \$55,000 (\$50,000). ✓

**Pension Plan:** Contributions While on Long Term Disability - Effective January 1, 1992, a "shadow salary" to be established, for the purpose of calculating continued contributions to the pension plan only (new). Salary to be the base salary of the employee at the time of commencement of leave, increased annually by any negotiated wage increase or the Toronto CPI average for the preceding 12-month period ending August 31st, whichever is the lesser. At retirement, final average earnings will be based on the annual "shadow salary" established, and credited as one year's service for each year contributions were made. ✓

**Severance Pay:** During the period September 12, 1991, to August 31, 1992, employee affected by layoff eligible to receive, in addition to normal severance entitlement, one week's pay if he/she has completed from 1 to 8 years of service, and two weeks' pay if employee has more than 8 years' service on termination (new). Normal severance pay provides one week's pay for each of the first 15 completed years of service, and two weeks' pay for each additional year, to a maximum of 26 weeks' pay (unchanged).

WAGE CARD FOR AGREEMENT NO. 0529105

JURISDICTION		SETTLEMENT DATE: 910919	
FED	AGREEM. EFFEC. DATE: 910901	WAGE EFFECTIVE DATE: 910901	
PROV x	AGREEM. EXP. DATE: 920831	WAGE REOPENER DATE:	
PSSRA	NO. OF EMPLOYEES: 1100		
		STAGE OF SETTLEMENT: B	
		DUR. OF NEGOTIATION: 04	

SIC: 806  
 COMPANY: York University  
 UNION: York University Staff Association

LOCATION: Toronto, Ont.

COLA: NONE ~~///~~ DELETED ~~X~~ EXISTS INACTIVE

COMMENTS:

>  
>  
>

OCCUP.: GR. 2 (SECRETARY)

HOURS WORKED: 1820.00

PREV. NEG. BASE RATE: 13.224 + COLA FOLD-IN AMT: ( 0.000 ) = 13.224 ✓

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
910901	13.99 <sup>12</sup>	5.80		0.000	0.00		0.000	0.00

WAGE INCREASES:

> 910901 - 5.8%

>

LUMP SUM PAMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

>

>

\*\*\* PREVIOUS COLA INFORMATION \*\*\*

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT

\*\*\* CURRENT COLA INFORMATION \*\*\*

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE:

>

>

TRIGGER: >

CAP: >

COMP. PER.:

>

>

FOLD-IN DTS: >

OTHER:

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