


SOURCE	University		
EFF.	91	07	08
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No. OF EMPLOYEES	50		
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# COLLECTIVE AGREEMENT

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Between  
 York University  
 and  
 United Plant Guards  
 Local 1962

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**1991 - 1993**

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AGREEMENT

between

**YORK UNIVERSITY**

(hereinafter referred to as the "University")

and

**LOCAL 1962 - United Plant Guard  
Workers of America**

(hereinafter referred to as the "Union")

EFFECTIVE DATES: From: July 8, 1991

To: July 7, 1993

GENERAL PURPOSE

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, and to further good employer-employee relations.

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## ARTICLE 1 - RECOGNITION

**1.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated **February 21, 1985**, the University recognizes the Union **as** the exclusive bargaining agent of all security and parking officers in the Department of Safety, Security, and Parking Services employed to protect the property of York University in Metropolitan Toronto save and except supervisors, persons above **the** rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.

**1.02** Supervisory personnel shall not perform duties normally carried out by members of the Bargaining Unit other than for purposes of instruction or emergency or when Bargaining Unit personnel are not available.

**1.03** It is not the intention of the University that any employee will lose employment with the University **as** a direct result of the University contracting out work normally performed by members of the Bargaining Unit.

## ARTICLE 2 - MANAGEMENT FUNCTIONS

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

## ARTICLE 3 - RELATIONSHIP

**3.01** The University and the Union agree there shall be no discrimination, interference, restriction 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, marital status, family status, handicap nor by reason of **membership or non-membership or activity or lack** of activity in the Union.

**3.02** The Union shall provide the University, in writing, with the names, titles and areas represented of all its Executive Committee and Union Stewards mentioned in this Agreement and the University shall be required to recognize such representatives only from the date of receipt of such notice. All such representatives shall be actively employed in a continuing Bargaining Unit position and shall have completed the probationary period.

**3.03** The Union acknowledges that its Stewards have their duties to perform as employees of the University and agrees that unreasonable amounts of time off during normal working hours to attend to Union business as specified in this Agreement shall not be requested or granted. Union Stewards shall request time off without loss of normal pay for such purpose from the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, and shall report back to the Director, Security Services, Manager, Security Operations, Manager, Parking Services, as appropriate, immediately upon return.

**3.04** The University will recognize a Negotiating Committee of up to four (4) members of the Bargaining Unit who shall have at least six (6) months' service with the University. The members of the Committee shall be given time off during their regular working hours while actually attending negotiating meetings, four (4) of whom shall have no loss of pay.

**3.05** The Union, its members and/or its Agents shall not on the University's property and/or on the University's time conduct Union activities except as expressly provided for in this Agreement, nor shall Union meetings of any kind be held at any time on University premises without the prior written consent of the Manager, Labour Relations or designate.

**3.06** The University will furnish space on a Notice Board in the East Office Building Officers' Lunchroom and at Glendon College, for the posting of reasonable Union notices. It is agreed that the use by the Union of such space shall be restricted to the posting thereon of the following notices:

- a) Those of Union recreational and social affairs;
- b) those of Union elections, appointments and results of elections;
- c) those of Union meetings;
- d) those respecting receipts of Union dues for Income Tax purposes.

**3.07** A Union Steward shall be permitted to meet with a new employee, once, during that employee's probationary period, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed 30 minutes, shall take place during normal working hours. The time and place for the interview will be approved by the appropriate Manager or designate.

#### **ARTICLE 4 - DEDUCTION OF UNION DUES**

**4.01** An amount equal to monthly Union dues and/or assessments will be deducted from each employee from the first pay in the month following date of hire, and in each month following, as authorized by the Union.

**4.02** The amount of such dues shall be certified to the University by the Secretary of the Union, in writing. In the event of a change in such dues, not less than thirty (30) days' written notice shall be given to the University.

**4.03** The amount so deducted shall be remitted to the Union prior to the end of the month in which the deduction is made along with a statement showing the names of those employees from whose pay a deduction has been made.

#### **ARTICLE 5 - NO STRIKES - NO LOCKOUTS**

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

**5.02** The Union agrees ~~that~~ Bargaining Unit employees who serve in ~~any~~ official Union ~~capacity~~ have a higher degree of responsibility than other members ~~of~~ the Bargaining Unit, not only in adhering to the provisions of ~~this~~ Agreement but also in their leadership ~~role to prevent any~~ violation of this Agreement and this Article specifically.

**5.03** In the event that any employees of York University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees.

#### **ARTICLE 6 - SENIORITY, LAYOFF AND RECALL.**

**6.01** Unless both parties agree to an extension of time, in writing, all employees shall be considered probationary employees for a period of one (1) calendar year from date of hire following the most recent date of appointment to the University. The termination of a probationary employee during this period shall be at the sole discretion of the University based on reasonable standards of performance and suitability, and shall not be the subject of a grievance. Where practicable, employees will have their progress discussed with them during this period. Upon satisfactory completion of the probationary period an employee's seniority shall be deemed to have commenced from the date of entry into the Bargaining Unit.

**6.02** The University agrees to observe the seniority of employees in connection with lay-offs and recalls. In the event that a layoff should occur, the University agrees to notify the employee in accordance with the Employment Standards Act. Concurrently a copy of this notice will be sent to the Union.

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



- a) The employee may choose to receive severance pay in accordance with the terms of the Employment Standards Act or may choose priority placement in a vacant position in their respective Classification Schedule, providing the employee is qualified.
- b) If placement in a vacant position is not available, the employee may elect to bump into a position in their respective Classification Schedule, if qualified, where an incumbent has the least seniority.

#### **6.04 Recall**

Employees shall be recalled in order of their seniority as they meet the minimum qualifications for the positions available in their respective classification. **Recall** rights shall be terminated on the cancellation of seniority in accordance with Article 7.01 (e).

#### **6.05 Severance Pay**

Employees that elect to receive severance pay will forfeit the right to be recalled from a lay off.

#### **6.06 Grievances**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

**6.07** An employee who accepts a transfer or promotion out of the bargaining unit after November 19, 1987 shall retain any seniority acquired to the date of such move but will not continue to accrue further seniority. However such seniority shall be lost if the employee does not return to the bargaining unit within one year from the date of such move.

**6.08** Seniority lists, updated to January 1st shall be prepared and posted each January with a copy being sent to the Union.

## ARTICLE 7 - LOSS OF SENIORITY

**7.01** Employee seniority and the employment relationship shall be terminated if the employee:

- a) Voluntarily leaves the employ of the University;
- b) is discharged justifiably;
- c) fails to return to work following a layoff within fourteen (14) calendar days after being recalled from layoff by notice sent by registered mail unless such period is extended for reasons satisfactory to the University. It shall be the responsibility of the employee to keep the University informed of any change of address;
- d) uses an approved leave of absence for a purpose other than that given as the reason for the leave;
- e) has been laid-off for a period exceeding the employee's seniority as of the commencement of the layoff or twelve (12) months whichever is the lesser period;
- f) is absent without permission for three (3) consecutive scheduled working days without notifying the employee's immediate supervisor or where this is not possible, the Security Control Centre (736-5333) and providing an explanation acceptable to the University;
- g) has committed the act of theft.

Note: Section 44 (9) of the Ontario Labour Relations Act will not apply to Articles 7.01 b, c, d, f, and g.

## ARTICLE 8 - GRIEVANCE PROCEDURE

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

**8.02** No grievance shall be considered where the grievance is filed more than seven (7) working days after the employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

**8.03** No grievance shall be deemed to exist unless it has been discussed by the employee, accompanied if ~~the~~ employee so wishes by a Union Steward, with the Supervisor at a time to be fixed by the Supervisor, within seven (7) working days after the employee became aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. The Supervisor's answer shall be given, in writing, within three (3) working days from the date the discussion was concluded.

**8.04** STEP 1. If the grievance is not settled as provided for in **8.03**, it shall be given, in writing, within five (5) working days to the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate. At this point, the written grievance shall be signed by the Grievor and the Chief Steward, or designate, and shall contain details of the matter in dispute, the specific provision or interpretation of the Agreement that has been allegedly violated and the relief sought. The Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, shall within five (5) working days following receipt of the grievance give the written answer to the grievance to the Chief Steward, or designate.

**8.05** STEP 2. If the grievance is *not* settled in STEP 1, the written grievance form shall be clearly labelled STEP 2, dated and submitted to the Executive Director, Safety, Security, and Parking Services, or designate, within five (5) working days after receipt of the STEP 1 reply. The Executive Director, Safety, Security, and Parking Services, or designate, shall give a written reply to the Chief Steward, or designate, within five (5) working days following receipt of the STEP 2 grievance. In the event that a meeting is held to discuss the matter, the reply shall be given within five (5) working days following the conclusion of the meeting.

**8.06** STEP 3. If the grievance is not settled in STEP 2, the written grievance form shall be clearly labelled STEP 3, dated, signed by the Chief Steward and submitted to the Assistant Manager, Labour Relations, or designate, within five (5) working days following receipt of the STEP 2 reply. The Assistant Manager, Labour Relations, or designate, and the appropriate management representative(s) shall meet to discuss the grievance with the grievor, the Union Steward concerned, the Chief Steward or designate at a time to be mutually agreed upon within five (5) working days following receipt of the STEP 3 grievance. The University's written reply shall be given within five (5) working days following the conclusion of the meeting.

**8.07** If the grievance is not settled in STEP 3, it may be taken to arbitration by a written notice given to the University within ten (10) working days after receipt of the University's written reply as required in STEP 3. The appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 9 of the Agreement.

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

**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 Procedures.

**8.10** A group grievance is defined as a grievance where two (2) or more employees allege that a specific provision or interpretation of the Agreement has been violated and request the identical relief. The group grievance shall be presented directly at Step 2. However, no grievance shall be considered where the grievance is filed more than seven (7) working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise thereto.

**8.11** A policy grievance shall be defined as a dispute involving a question of application or interpretation of an Article(s) of this Agreement which arises directly between the University and the Union. It shall be submitted directly at STEP 3 subject to the time limits set out in Article 8.02. The provisions of this section may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

## ARTICLE 9 - ARBITRATION

**9.01** A request by either Party for a Board of Arbitration shall name that Party's appointee to the Board of Arbitration. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Board of Arbitration.

**9.02** The appointees to the Board of Arbitration shall within ten (10) days decide upon the selection of the Chair of the Board. If the Parties cannot agree upon the selection of the Chair, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial third member as Chair.

**9.03** Each Party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Chair, the hearing room and any other expenses incidental to the Arbitration Hearing shall be borne equally by the Parties.

**9.04** The Board of Arbitration shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or *any* expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give it specific authority to do so, or to make an award which has such effect.

**9.05** The Parties agree that the steps, time limits and conditions specified in Article 8, Grievance Procedure, shall be binding upon the Parties for the Purpose of this Article unless an extension of such time limits has been mutually agreed to, in writing. Subsection 6 of Section 44 of the Labour Relations Act shall not apply to this Agreement.

**9.06** It is further agreed that either Party may request a single Arbitrator to substitute for a Board. If the other Party agrees, the contents of this Article shall be read accordingly.

#### **ARTICLE 10 - DISCIPLINE, SUSPENSION, OR DISCHARGE**

**10.01** An employee having attained seniority who is called before the employee's Supervisor concerning any disciplinary matter shall be accompanied by a Union Steward. If the employee receives a reprimand, or is suspended or discharged, this shall be confirmed in writing to the employee within five (5) working days. Concurrently copies of this letter shall be sent to the Union and placed in the Employee's Personal File.

**10.02** If the employee wishes to file a grievance protesting the written reprimand, suspension or discharge the employee may do so in writing within five (5) working days of the date the written reprimand, suspension or discharge occurred. STEP 1 of the Grievance Procedure shall be waived and the grievance initiated at STEP 2. A grievance concerning a discharge shall be submitted directly at STEP 3.

**10.03** If fifteen (15) months elapse without further similar or related incidents, the letter and all reference pertaining thereto shall be removed from the Employee's Personal File.

## **ARTICLE 11 - JURY AND CROWN WITNESS D U N**

**11.01** When an employee is summoned to and reports for Jury or Crown Witness duty, the employee shall be paid the difference between the daily amount received ~~for~~ this service and the employee's normal pay for each day of /service performed on which the employee otherwise would have been scheduled to work and ~~does~~ not work. Such compensation shall be payable only if ~~the~~ employee:

- a) ~~H~~as given adequate notice, and
- b) presents a written statement from the appropriate court official showing the date, time served and amount of payment received on each date.

## **ARTICLE 12 - BEREAVEMENT LEAVE**

**12.01** In the event of a death in the family an employee will be granted a leave of absence up to a maximum of three (3) regularly scheduled working days provided such days are consecutive, without loss of pay. The term 'in the family' means an employee's spouse, child, brother, sister, parent or parent-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparent, or grandchild. If overnight travel beyond Toronto is necessary, an additional two (2) days unpaid leave may be granted upon prior request.

## **ARTICLE 13 - PERSONAL LEAVE**

**13.01** An employee may be granted leave of absence without pay and without ~~loss~~ of seniority for personal reasons. Application must be made in writing and submitted to the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, for approval at least seven (7) calendar days prior to start of said leave, except in cases of emergency where such notice would not be practicable.

**13.02** It is agreed *that* an employee may relieve another employee within the same job **classification** of that employee's regular scheduled **shift** on the basis of mutual agreement with the **consent** of the Director, **Security Services**, Manager, Security Operations, Manager, Parking Services, and/or designate **as** appropriate. On the above **basis** overtime rates shall not apply unless **otherwise** provided for in this Agreement.

#### **ARTICLE 14 - UNION DUTY LEAVE**

**14.01** An employee appointed by the Union to represent *it* at meetings **outside University premises** will receive every consideration **by the University to make** attendance possible. Requests will **be considered** if received in writing at least seven (7) calendar days in advance to Director, Security Services, Manager, Security Operations, or Manager, Parking Services. as appropriate and if granted such leave shall be without pay and without **loss** of seniority.

#### **ARTICLE 15 - PREGNANCY, PARENTAL, ADOPTION AND PATERNITY LEAVE**

##### **PREGNANCY LEAVE**

**15.01** An employee who is pregnant, and who has been employed by the University for a period of at least thirteen weeks immediately preceding the estimated birth date, shall be entitled upon the employee's application to a leave of absence without pay of at least seventeen (17) weeks, or such shorter leave as the employee may request. If an employee commences pregnancy leave prior to completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.

**15.02** An employee shall give the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate at least two weeks notice in writing of the day upon which the employee intends to commence her pregnancy leave and the intended duration of such leave. The employee shall provide the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate with a certificate [of] signed by a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated birth date.



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

**15.04** No employee shall be required to return to work following her pregnancy leave earlier than ~~six~~ (6) weeks following the actual birth date; nor shall the employee be permitted to do so unless she has given one week's notice of intention to return and has provided the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate with a certificate by a legally qualified medical practitioner stating the employee is able to resume work.

- 15.05**
- a) An employee who intends to resume employment on the expiration of her pregnancy leave shall inform the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate of the approximate date of return when the employee applies for leave.
  - b) Two (2) weeks before the agreed-upon return date the employee shall confirm, in writing, to the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, her intention to return on that date.
  - c) Upon return to work the employee shall be reinstated in the employee's former position.
  - d) An employee wishing to return earlier from a seventeen week pregnancy leave, (excluding under the terms of Article 15.04) shall notify, in writing, the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, at least four weeks in advance, giving the revised date of return.

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

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

In addition the University will pay the employee for the first two (2) weeks of leave, i.e. the Unemployment Insurance Commission's unpaid waiting period - an amount equal to 95% of the employee's normal earnings provided that the employee would not have been absent otherwise on any kind of pre-arranged leave, paid or unpaid.

#### **PARENTAL AND ADOPTION LEAVE**

**15.07** An employee who has been employed in a bargaining unit position for at least thirteen 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.

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

**15.08** 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 date the child came into the custody, care and control of a parent for the first time.

**15.09** 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.

**15.10** If an employee intends to take parental leave immediately following her pregnancy leave, she shall **notify**, in writing, the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, **as** appropriate, prior to the commencement of her pregnancy leave. Otherwise an employee shall notify, in writing, the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate; four weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

**15.11** An employee wishing to return from a parental leave prior to the original date of return shall notify the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, in writing, at least four weeks in advance, giving the revised date of return.

**15.12** An employee who wishes to follow a parental leave with a leave of absence without pay shall request the leave prior to the commencement of the parental leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not however be unreasonable denied.

**15.13** 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 16 - Job Posting, for a maximum period of three months following termination of the leave.

**15.14** The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefits and Pension Plans **Article 20** during pregnancy and/or parental leave. Employees may continue to participate in the Employee Benefit Plans (20.03) during a leave of absence without pay following parental leave by paying the total cost of applicable premiums to the University, in advance, monthly for any full month in which they do not work, subject to the provision of the Plans, for a period not to exceed four months.

#### **ARTICLE 16 - JOB POSTING**

**16.01** The University will establish a list, hereafter referred to as an Eligibility List, for the purpose of selecting job applicants for all classifications referred to in Schedule "A" Security and Schedule "B" Parking.

**16.02** To establish an Eligibility List for a classification, the University will post for the classification and a Selection Board will interview those applicants who meet the posted qualifications. The Selection Board will determine a ranking order for successful job applicants for each classification in either schedule.

**16.03** Eligibility Lists once determined by the Selection Board will be dated and posted and remain valid for a period of no longer than six months. All job classification vacancies will be filled from the list. Should an Eligibility List become exhausted, prior to the six month expiry date, the University will re-post for that classification in the aforementioned manner. In any event, at the expiration of the six months, all classifications will be re-posted and new Eligibility Lists established. Employees must re-apply to be considered for future Eligibility Lists.

**16.04** If the University elects to fill a bargaining unit position for a definite term or task that is expected to last more than three (3) months, but not longer than twelve (12) months, it shall be posted separately, with a copy of the posting being sent to the Union.

Upon completion of the definite term or task the employee will be terminated unless the employee had transferred to the term/task position from a continuing position. In this case the employee shall be returned to the employee's former position. If such position no longer exists, the employee shall be placed in a vacancy in the employee's former classification. If no vacancy exists the employee may use accrued seniority to bump into the employee's former classification.

Employees hired to fill a term/task assignment will be given credit for the amount of time spent in the position if they become the successful job applicant for a continuing position in the same classification.

**16.05** The Union shall be notified within five (5) working days of the decision being made, of the name, seniority date, and current classification of all applicants and whether or not an applicant was selected, or that the University intends to extend its search.

**16.06** The Union shall be provided monthly, in writing, with the names, classification and/or position, hourly rate and effective date of all new hires, changes in classification, or terminations.

**16.07** When transferred or promoted to a new position within the Bargaining Unit an employee shall be on a trial period of up to forty-five (45) days. If the employee is unable to meet the job requirements in a manner satisfactory to the University, or if the employee finds the job unsatisfactory, the employee shall be returned to the employee's former position. Any other employee who had been promoted or transferred due to the initial promotion or transfer shall be returned to such employee's former position. The Union shall be notified of any employee who returns under this clause.

**16.08** Promotions or transfers to supervisory positions shall not be subject to the provisions of this Agreement. However, notice of such vacancies, including vacancies for a definite term or task that is expected to last more than three (3) months but not more than twelve (12) months, shall be placed on the notice boards at York and the Glendon campus.

## ARTICLE 17 - HOLIDAYS

**17.01** Subject to 17.03, the undemoted Holidays shall be granted at the employee's Basic Rate of Pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 24th
Canada Day (the day on which the University observes the Holiday)	December <del>25th</del> December 26th
Civic Holiday	December 27th
Heritage Day (When proclaimed)	

### **17.02**

- a) An employee who is scheduled to and does work on any of the specified Holidays shall receive pay for such time worked at two and one half (2 1/2) times the Basic Hourly Rate.
- b) An employee who is scheduled for a regular day off on a Holiday is entitled to eight (8) hours of pay at the Basic Hourly Rate or eight (8) hours lieu time to be taken at a time mutually agreed upon between management and the employee.
- c) An employee who is scheduled for a regular day off on a Holiday but who works a shift or part of a shift, shall receive pay for such time worked at two and one half (2 1/2) times the Basic Hourly Rate, in addition to the eight (8) hours pay defined in Article 17.02 (b).

**17.03** The foregoing provisions concerning payment for Holidays shall not apply if:

- a) The employee having agreed to work on such Holiday, fails to report.

- b) The employee does not work the full scheduled shift before and after the Holiday, unless on paid sick leave of more than five (5) days duration.
- c) The Holiday involved occurs or is observed by the University during a period when the employee concerned is absent from work without permission or, on leave of absence without pay or, by reason of being laid-off.

**17.04** In addition to the above noted Holidays, employees in Parking classification shall be granted four (4) additional paid days during the 1991-1992 Christmas - New Year period.

#### **ARTICLE 18 - SICK LEAVE**

**18.01** Each employee shall accrue a sick leave credit of one and one half (1 1/2) days (twelve (12) hours) at the end of each full calendar month of employment, except for those months in which the employee is absent in excess of fifteen (15) normal working days (one hundred and twenty (120) hours) other than on approved vacation. Unused credits shall accumulate from year to year to a maximum of one hundred and fifteen (115) working days (nine hundred and twenty (920) hours).

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

- a) They are prevented by personal sickness or injury for which Workers' Compensation is not payable, from performing their normal duties; or
- b) they must remain at home to care for an ill member of the immediate family, or must attend a doctor's or dentist's office during working hours; or
- c) they are under quarantine because of exposure to a contagious disease; or

- d) they are receiving Workers' Compensation payments, in which case Article 18.05 will apply.

**18.03** To qualify for sick pay, an employee must:

- a) Have satisfactorily completed the probationary period; and
- b) have sufficient sick leave credits;
- c) have reported the intended absence by telephoning the supervisor on duty or Security Control, at least one (1) hour before the start of the first missed shift for those employees scheduled to work day shift, and for those employees scheduled to work the afternoon or evening shift, at least two (2) hours prior notification is required, unless exceptional circumstances prevent the employee from doing so; and while absent shall contact the University at reasonable intervals, and in any event, no less than once a week, and shall notify the University in advance of return to work;
- d) when requested to do so, provide proof of sickness, in the form of a certificate acceptable to the University and signed by a medical practitioner. In any event such certificate will be required if the absence exceeds three (3) working days (twenty-four (24) hours);
- e) in the case of absences of one week or more, the University may request a certificate that indicates the employees fitness to resume work.

**18.04** Approved sick pay claims shall be paid at the employee's basic hourly rate for the period concerned and the balance of sick credits or parts thereof shall be reduced accordingly. On or about February 1st, the University shall provide each employee with a written statement showing the sick credit balance as of December 31st of the previous calendar year, and the number of days (hours) used during the preceding twelve months.



**18.05** An employee absent due to a compensable accident or illness within the meaning of the Workers' Compensation Act shall continue to be paid the employee's normal day's pay through the University's Payroll until the employee's accumulated sick leave credits - which will be deducted at the rate specified in the applicable legislation - are exhausted. The University shall arrange with the Workers' Compensation Board to be reimbursed by them for all payments made during this period. When sick leave credits are exhausted, Workers' Compensation Board payments will become payable directly to the employee. When able to return to work, the employee shall notify the University of intention to do so one (1) week in advance and shall also provide proof, in the form of a certificate signed by the Board's Doctor, of physical fitness to perform regular duties.

**18.06** At December 31st each year, each employee having two (2) or more years' continuous service with the University at that date, and who has accumulated eighty (80) hours sick leave credits since January 1 of that year shall elect in writing, to either:

- a) Carry forward such credits into the following year; or
- b) be paid for each hour of such credits in excess of those eighty (80) hours (calculated at the employee's basic hourly rate in effect December 31st of the year in which such credits accumulated) up to a maximum of forty (40) hours with the balance carrying forward into the following year.

**18.07 a)** Seniority shall accrue for a period of sick leave that does not exceed twelve months. An employee returning from a sick leave that does not exceed twelve months shall provide the University with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner, and shall be reinstated in their former classification unless the provisions in Article 18.07(c) apply.

- b) An employees returning from sick leave exceeding **twelve** months shall provide the University with **an** acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner. Upon provision of this certificate, the employee will be interviewed to determine placement on the appropriate eligibility list(s) for **current** or future vacancies within the Department. **The** employee's name shall remain **on** the eligibility list(s) until selected to fill a vacancy or for a **period** of **six** months, which ever occurs *first*.
- c) The seniority of an employee on sick leave from a term/ task position shall continue to accrue for a period of one month from commencement of such sick leave. Such employee shall be reinstated in that employee's term/ task position, if such position exists, if returning from a sick leave that has not exceeded one month. Such employee returning from a sick leave that **has exceeded one month, or whose former term/task position no longer exists, may, upon provision of an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner, use seniority for a maximum of three months to obtain a position as provided for in Article 16 - Job Posting.**
- d) An employee who is on sick leave from a term/task position, but who has transferred to the term/task position from a continuing position, shall continue to accrue seniority as provided for in **18.07** (a) above. Such employee, returning from sick leave that has not exceeded one month, shall be reinstated in that employee's former term/task position, if such position exists. If the term/task position no longer exists, or if the employee is returning from sick leave that has exceeded one month, **the Provisions of 18.07 (a) shall apply.**

## ARTICLE 19 - VACATIONS

**19.01** For the purpose of calculating vacation pay, service years will be from July 1st to June 30th inclusive of the following year.

**19.02** Vacations will be arranged for in order of employee seniority and normally will not be accumulated from year to year. Vacation requests will be submitted to the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate by April 1st and a list of vacation requests approved by the University will be posted by May 1st. Requests or changes to original requests received by the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, after March 31st will not be subject to seniority claims.

**19.03** An employee who had less than one (1) year of continuous service with the University at the ~~start~~ of the vacation year (July 1st) may take a vacation period of up to two (2) weeks and shall be entitled to receive, as vacation pay an amount equal to four (4) percent of the total pay received by the employee between date of employment and June 30th.

**19.04** An employee with more than one (1) year's continuous service and less than ~~two~~ (2) year's continuous service with the University at the start of the vacation year (July 1st) shall be entitled to two (2) weeks' vacation. As vacation pay the employee shall receive an amount equal to four (4) percent of the total pay received by the employee in the applicable vacation year.

**19.05** An employee with two (2) or more years' continuous service with the University at the start of the vacation year (July 1st) shall be entitled to three (3) weeks' vacation. As vacation pay the employee shall receive an amount equal to six (6) percent of the total pay received by the employee in the applicable vacation year.

**19.06** An employee with seven (7) or more years' continuous service with the University at the start of the vacation year shall be entitled to four (4) weeks' vacation. As vacation pay the employee shall receive an amount equal to eight (8) percent of the total pay received by the employee in the applicable vacation year.

**19.07** An employee with nineteen(19) or more years' continuous service with the University at the start of the vacation year shall be entitled to five (5) weeks' vacation. As vacation pay the employee shall receive an amount equal to ten (10) percent of the total pay received by the employee in the applicable vacation year.

**19.08** If a Holiday occurs during the period an employee is on vacation an extra day in lieu will be taken either at the beginning or finish of such vacation. Such day shall be scheduled prior to the commencement of the employee's vacation.

**19.09** Sick leave may be substituted for vacation where the employee can substantiate, by means of medical certificate acceptable to the University, that the employee was incapacitated by illness or accident in excess of seven (7) calendar days during the employee's vacation period. Such substitution shall only be granted by the written permission of the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate. The remaining vacation credits shall then be taken at a time acceptable to the University.

**19.10** To receive any wages due during the vacation period, prior to commencement of vacation, employees must notify the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate, in writing, at least thirty (30) days in advance of their intended vacation.

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

## ARTICLE 20 - EMPLOYEE BENEFIT P U N S

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

- 1) Ontario Health Insurance Plan
- 2) Extended Health Care Plan
- 3) Group Life Insurance Plan
- 4)** Long Term Disability Plan
- 5) Dental Plan - current Ontario Dental Association Fee Guide, effective the first of the month following written notice of ratification
- 6) York University Pension Plan
- 7) Vision Care - Single coverage to a maximum of **\$200.00/24** months with no deductible - effective December 1, 1991.  
Hearing Care - Single coverage to a maximum of \$300/36 months with no deductible-effective December 1, 1991.

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

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

**20.03** The University shall contribute towards the cost of each plan listed in **20.01** above with an amount equal to:

- (1) 100%
- (2) 100%
- (3) 50%
- (4) 100%**
- (5) 100%
- (6) as per Plan Text
- (7) 100% (employee coverage only) of the premium applicable to an individual.

In the event an employee is absent on Personal Leave or Union Duty Leave not exceeding three (3) months, the University shall continue to pay its portion of the applicable premium.

However, if such a leave exceeds three (3) months' duration, the employee may continue to **participate** in the plans only if the **employee** pays to the University in advance the total cost of the coverage. These benefits shall be subject to the provisions of the carriers.

**20.04** Pension Plan

- a) For the purposes of ~~this~~ Agreement, Pension Plan shall mean ~~the~~ York University Pension Plan, as approved and amended from time to time by the University.
- b) Employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- c) The University agrees to place one (1) representative, designated by the Union, on the Board of Trustees of the Pension Plan.
- d) The University agrees to **continue** an All-University Committee representing the **different** groups of participants in the York Pension Plan (including pensioners and the Board of Trustees of the York Pension Plan) to discuss changes to the York Pension Plan and report back periodically to their constituencies.

**ARTICLE 12 - HOURS OF WORK AND OVERTIME**

**21.01** The standard work day shall **consist** of eight (8) **consecutive** hours, and the standard work week shall average forty (40) hours in accordance with a regular **shift** schedule which shall be discussed with the Union prior to posting. (See Appendix A concerning twelve (12) hour **shifts**.) Such schedule shall not be, or construed to be, a guarantee of hours of work per day or of days of work per week.

**21.02** All authorized work and training performed outside the regularly scheduled hours of work per week shall be overtime and shall be paid at one and one half (1 1/2) times the Basic **Hourly** Rate except as hereinafter provided:

Employees, when instructed, shall participate in specified Departmental training outside of regularly scheduled hours and will be paid at one and one-half (1 1/2) times the basic hourly rate. Employees may be excused from participation in particular training sessions upon written request to, and approval by, the Director, Security Services, Manager, Security Operations, or Manager, Parking Services, as appropriate.

**21.03** Employees are expected to make themselves available for a reasonable amount of overtime which will be divided fairly among those employees qualified to perform the work in question. Overtime shall be posted for each classification. Preference for filling posted overtime positions shall be given to applicants from the same classification. Where there are no such applicants, bargaining unit members from a higher or lower classification will then be considered.

**21.04** There shall be no pyramiding of overtime or premium pay under the terms of this Agreement.

**21.05** An employee who is called in to work overtime shall receive a minimum of four (4) hours' pay at the Basic Hourly Rate or the actual hours worked at the overtime rate, whichever is greater. This clause shall not be applicable when an employee is instructed to report early for a regular shift, however those hours worked shall be paid at one and one half (1 1/2) times the Basic Hourly Rate.

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

- a) Continues to work for two (2) hours or more past the end of normal shift and at intervals thereafter of four (4) hours; or
- b) is called in to work a shift with no prior notice. The allowance will be paid once within the first eight (8) hours and at four (4) hour intervals thereafter.

**21.07** The University will post a schedule of work for each classification four (4) weeks in advance. This is for the convenience of both the University and the employees. Ten (10) calendar days notice will be given for changes of schedule and the employees affected notified at the time of the change. If such notice is not given, the rate of pay for each person so affected shall be time and one half the employee's Basic Hourly Rate for all hours worked until ten (10) calendar days have elapsed from time of notice given. Such notice may be waived by mutual agreement between the affected employee and management. A copy of the written notice of waiver shall be forwarded to the affected employee and the Union.

#### **ARTICLE 22 - WAGES**

**22.01** 'Basic Hourly Rate' shall be as noted on Schedules "A" and "B" attached as part of this Agreement.

**22.02** "Basic Rate of Pay" where used in this Agreement shall mean eight (8) times the Basic Hourly Rate.

**22.03** In the event that a position not covered in Schedule "A" or Schedule "B" is established during the term of this Agreement, the University will negotiate the terms of the position relating to the appropriate Basic Hourly Rate with the Union. If the parties are unable to agree on the Basic Hourly Rate for the position in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**22.04** If a Security Officer III is designated by the University as a Security Supervisor, or if a Parking Enforcement Officer is designated by the University as a Parking Supervisor, for an assignment lasting for three (3) hours or more, but not to exceed twenty-eight (28) calendar days, the designated Supervisor shall:

- a) Receive an additional \$1.00 per hour over the Basic Hourly Rate, for all hours worked on such assignment; and



- b) remain a member of the bargaining unit; and
- c) remain eligible to apply for and receive overtime assignments in accordance with Article 21.03. It is understood that this overtime rate shall be based on the Basic Hourly Rate for the classification in which the employee is working during the overtime assignment.

If the assignment is extended beyond twenty-eight (28) calendar days the employee shall be temporarily promoted out of the bargaining unit.

Note:

Security Officer IIIs or Parking Enforcement Officers filling a supervisory position in accordance with this Article may:

- a) Within the first twenty-eight (28) days of such an assignment, only, apply for bargaining unit overtime positions.
- b) effective the 25th day of such an assignment, may only compete for supervisory overtime positions.

**22.05** If a Security Officer is designated to a higher rated position or if a Parking Officer is designated to a higher rated position, for assignments lasting for four (4) hours or more, such employee shall receive the higher Basic Hourly Rate for all hours worked on that assignment.

**22.06** Bilingual Stipend (English - French)

- a) To all members who qualify as bilingual and who occupy a position designated as a bilingual position, an allowance of \$1,000 per annum shall be paid. This allowance shall be pro-rated at each regular pay period.
- b) It is the intention of the Employer to designate **all** positions at Glendon College as bilingual positions, effective November 1, 1989.

- c) No members of the Bargaining unit presently employed at the Glendon College campus shall be removed from their position by reason of a **lack** of a bilingual capability.
- d) In the event that ~~the~~ Employer is unable to recruit a **qualified** bilingual person to fill a vacancy for a designated **bilingual** position, *the* position may be offered to ~~an~~ internal **unilingual** candidate *who* meets the other job requirements, **and** *who* indicates a willingness to become **bilingual**. **Such an individual shall** be required to **meet** the University's bilingual qualification within one (1) year of taking the position.

**22.07** Effective July 9, 1992, where the majority of hours of an employee's shift fall between 4:00 p.m. and 7:30 a.m. a shift premium of \$0.25 per hour shall be paid for all hours worked in the shift.

#### **ARTICLE 23 - HEALTH AND SAFETY**

**23.01** The University will continue to make adequate provisions for the occupational health and safety of employees and ensure compliance with the Ontario Occupational Health and Safety Act. Where the University deems it necessary for employees to wear protective clothing or equipment issued by the University, the wearing of ~~same~~ shall be a condition of employment. All employees are required to provide and wear safety footwear **as** approved by the University and the wearing of same shall also be a condition of employment. Upon providing the University with proof of purchase in the form of a receipt satisfactory to the University, employees will be reimbursed up to \$100.00, per contract year, against the purchase of ~~said~~ footwear.

ARTICLE 24 - GENERAL

**24.01** Employees' Personal Files

An employee, accompanied by a Union Steward if the employee so wishes, shall have the right to examine the employee's personal file during normal business hours following notice, in writing, to arrange a mutually convenient time. The employee may read and initial any report concerning the employee's work performance which has been placed in this file. An employee may comment in writing upon any report concerning the employee's own performance and may request such comment be placed in this file with a copy given to, as appropriate:

- a) Director, Security Services, Manager, Security Operations, or,
- b) Manager, Parking Services

**24.02** Academic Fee Waiver Policy

Employees shall be eligible for benefits under prevailing conditions set forth in the Academic Fee Waiver Policy in effect for full-time salaried support staff.

**24.03** Mileage Allowance

Employees shall be eligible under the terms of the Mileage Allowance Policy in effect at the time of ratification of this Agreement.

**24.04** Labour/Management Committee

The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management committee consisting of equal numbers of Union and Management representatives. The committee shall function in an advisory capacity only making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify in any way the terms of this Agreement. A member of this committee who is required to attend a Labour/Management meeting held during the employee's scheduled shift period, shall be given time off, without loss of pay, to attend the meeting.

**ARTICLE 25 - CORRESPONDENCE**

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

**To the University**

**Manager, Labour Relations  
Human Resources  
York University  
Downsview, Ontario  
M3J 1P3**

**To the Union**

**President  
Local 1962, United Plant Guard  
Workers of America  
P.O. Box 334, Oakville, Ontario  
L6J 5A2**



**ARTICLE 26 - DURATION AND MODIFICATION  
OF AGREEMENT**

**26.01** This Agreement shall continue in force and effect until July 8, 1993, and shall continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

Notwithstanding the above, either party to this agreement may notify the other party in writing within thirty (30) days prior to July 8, 1992, of its desire to discuss amendments to Schedules "A" and "B". Such discussions, if applicable, shall commence within thirty (30) days of written notification as specified above and shall be completed within thirty (30) days of the first meeting held to discuss amendments to Schedules "A" and "B".

If the parties are unable to reach an agreement on amendments to Schedules "A" and "B" during the time frame specified above, Schedules "A" and "B" will be adjusted to reflect the average wage increases to the Basic Hourly Rate negotiated between the University, IUOE, Local 796, and CUPE, Local 1356, for the 1992-1993 period.

If a mutually acceptable amendment is agreed to during this time period, such amendment to Schedules "A" and/or "B" shall be effective no earlier than July 8, 1992.

APPENDIX "A"

It is agreed that for all bargaining unit employees in the Security Officer classifications working on twelve (12) hour shift schedules, the following Articles will be applied as indicated below:

**Article 6 - seniority**

**6.01** The probationary period will remain unchanged regardless of the actual number of shifts the employee is scheduled to work.

**Article 7 - Loss of Seniority**

**7.01 (f)** A scheduled working day will consist of one (1) scheduled twelve (12) hour shift period.

**Article 8 - Grievance Procedure**

**8.02, 8.03, 8.04, 8.05, 8.06 and 8.07**

These 'days' shall be regular working days Monday - Friday, inclusive, regardless of whether the grievor was scheduled to work or not.

**8.09** These days shall not be counted in determining time limits regardless of whether the grievor was scheduled to work or not.

**Article 10 - Discipline, Suspension or Discharge**

**10.01 and 10.02** These days shall be regular working days Monday - Friday, inclusive, regardless of whether the employee was scheduled to work or not.

**Article 11 - Jury and Crown Witness Duty**

**11.01** If the employee was scheduled for, and cannot, because of Jury duty, perform a twelve (12) hour shift, the employee shall be paid the difference between the amount received for Jury service and the normal pay for the twelve (12) hour shift provided that the hours in Jury attendance, including two (2) hours travelling time, are equal to, or greater than six (6) hours.

Article 12 - Bereavement Leave

**12.01** No change in maximum paid bereavement leave however, the amount of leave would depend on the employee's schedule at the time of bereavement.

Article 16 - Job Posting

**16.07** The trial period will remain unchanged regardless of the actual number of shifts the employee is scheduled to work during the calendar day period.

Article 17 - Holiday

**17.02 a)** A shift shall be deemed to fall on the calendar day in which the majority of its hours fall.

e.g. Shift - 8:00 p.m. December 24 - 8:00 a.m.  
December 25 shall be deemed to fall on  
December 25.

e.g., Shift - 8:00 p.m. December 25 - 8:00 a.m. December  
26 shall be deemed to fall on December 26.

**17.02 a)** Night shift (eve of the Holiday) with the majority of the hours worked during the Holiday, to be paid for twelve (12) hours at the basic hourly rate of pay, times two (2) and one half (1/2).

Day Shift (day of the Holiday), to be paid for twelve (12) hours at the basic hourly rate of pay, times two (2) and one half (1/2).

**17.02 b)** An employee who is on a scheduled day off, (a shift which does not fall into either category, as defined in article 17.02), is entitled to eight (8) hours of pay at the basic hourly rate.

## Article 19 - Vacations

**19.03** Less than one (1) year of continuous service - may take a vacation of up to seven (7) twelve (12) hour shifts - eighty-four (84) vacation hours, of which thirty (36) hours may be taken in twelve (12) hour blocks, with the remainder to be taken in a block of forty-eight (48) scheduled hours. As vacation pay, the employee shall receive an amount equal to four (4) percent of the total pay received by the employee on the applicable vacation year.

**19.04** More than one (1) year and less than two (2) years of continuous service - entitled to seven (7) twelve (12) hour shifts - eighty-four (84) vacation hours, of which thirty-six (36) hours may be taken in twelve (12) hour blocks, with the remainder to be taken in a block of forty-eight (48) scheduled hours. As vacation pay, the employee shall receive an amount equal to four (4) percent of the total pay received by the employee on the applicable vacation year.

**19.05** Two (2) or more years of continuous service - entitled to ten (10) twelve (12) hour shifts - one hundred and twenty (120) vacation hours, of which forty-eight (48) hours may be taken in twelve (12) hour blocks, with the remainder to be taken in minimum blocks of thirty-six (36) scheduled hours. As vacation pay, the employee shall receive an amount equal to six (6) percent of the total pay received by the employee on the applicable vacation year.

**19.06** Seven (7) or more years of continuous service - entitled to fourteen (14) twelve (12) hour shifts - one hundred and sixty eight (168) vacation hours, of which forty-eight (48) hours may be taken in twelve (12) hour blocks, with the remainder to be taken in minimum blocks of thirty-six (36) scheduled hours. As vacation pay, the employee shall receive an amount equal to eight (8) percent of the total pay received by the employee on the applicable vacation year.



**19.07** Nineteen (19) or more years of continuous service - entitled to eighteen (18) twelve (12) hour shifts - two hundred and sixteen (216) vacation hours, of which forty-eight (48) may be taken in twelve (12) hour blocks, with the remainder to be taken in minimum blocks of thirty-six (36) scheduled hours. As vacation pay, the employee shall receive an amount equal to ten (10) percent of the total pay received by the employee on the applicable vacation year.

**19.08** The provision of this Article shall apply only if the Holiday falls, or is observed by the University on a day when, had the employee not been on vacation, the employee would have been scheduled to work a shift, the majority of whose hours would have been during the Holiday.

**19.09** Sick leave may be substituted for vacation upon acceptable proof of incapacitation in excess of forty-eight (48) normally scheduled working hours.

#### Article 21 - Hours of Work and Overtime

**21.01** Reference to standard work day not applicable, replaced by twelve (12) hour shifts averaging forty-two (42) hours/week over a four (4) week cycle.

**Shift Hours:** 8:00 a.m. - 8:00 p.m. It is understood however that the practise of 'shift change' thirty (30) minutes prior to the shift commencement shall continue.

**Breaks:** During a twelve (12) hour shift an employee shall be entitled to two (2) thirty (30) minute breaks and one (1) fifteen (15) minute break, during which time the employee is subject to recall for duty.

**SCHEDULE "A"**

**July 9, 1991**

<b>Security Officer III</b>	<b>\$15.90</b>
<b>Security Officer II</b>	<b>\$14.80</b>
<b>Security Officer I</b>	<b>\$13.00</b>
<b>Security Communicator</b>	<b>\$14.80</b>

A new employee entering any one of the above classifications will start at \$0.20 cents below the rate shown and receive the full rate following satisfactory completion of three months in the relevant classification.

**SCHEDULE "B"**

**July 9, 1991**

<b>Parking Enforcement Officer I</b>	<b>\$13.31</b>
<b>Parking Control Officer II</b>	<b>\$12.25</b>
<b>Parking Control Officer I</b>	<b>\$11.75</b>

A new employee entering any one of the above classifications will start at \$0.20 cents below the rate shown and receive the full rate following satisfactory completion of three months in the relevant classification.

LETTER OF INTENT

TECHNOLOGICAL CHANGE

The University recognizes that individual employees may have concerns regarding the introduction of technological change into the work place. The University will therefore ensure that both the Union and the affected employee(s) are informed of such upcoming change as far as possible in advance of its introduction.

Further, upon request, the appropriate management representative(s) will meet with such individual(s) to discuss their concern.

The University recognizes that the introduction of technological change may require training and/or familiarization, and such shall be provided as appropriate.

**LETTER OF INTENT**

**SCHEDULE "B" - HOURS OF WORK**

Notwithstanding Article 21.01 of this agreement, the regular shift schedule for employees in the Parking Control Classification, shall be:

7:30 a.m. to 4:00 p.m. Monday to Thursday **inclusive**,  
and  
7:30 a.m. to 1:30 p.m. on Fridays

The regular shift schedule for employees in the Parking Enforcement Classification, shall be:

**Day Shift**

7:30 a.m. to 4:00 p.m. Monday to Thursday inclusive,  
and  
7:30 a.m. to 1:30 p.m. on Fridays

**Evening Shift**

12:30 p.m. to 10:30 p.m. Monday to Thursday  
inclusive.

Should a statutory holiday fall **on one** of these scheduled work days, employees will be paid in accordance with Article 17.02 (b) of this agreement.

All other authorized work, outside of those hours specified above, shall be **paid** in accordance with the terms of Article 21.02 of this agreement.

WITNESS WHEREOF each of the Parties hereto has agreed to submit this Tentative Agreement to their respective principals for acceptance. Each party agrees to recommend full settlement of all articles signed by its duly authorized representatives.

**YORK UNIVERSITY**

**UNITED PLANT GUARD  
WORKERS OF AMERICA,  
LOCAL 1962**

Robert Flood

Watson Cook

Pamela MacDonald

Walter Gosley

Al Leece

Darryl Wiggers

James Drennan

Michael Weir

Don Magee

Grant Stevens

Kim Bertrand

Stefan Racine

This 7th day of November 1991, in Toronto, **Ontario**