

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY



and



CANADIAN UNION OF PUBLIC EMPLOYEES
Local 1356-1

2021 - 2024

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(hereinafter referred to as the "University")

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EFFECTIVE DATES:

From: September 1, 2021

To: August 31, 2024

RATIFICATION: July 14, 2022

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 August 5, 1993, the University recognizes the Union as the exclusive bargaining agent of all security officials and parking officers employed by York University 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.

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01** Except as expressly abridged by this Agreement, the management of the University, the direction of the work force, the right to determine the means, methods, processes, materials and schedules of operations, shall be the right, solely and exclusively, of the University. The University agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The University and the Union agree there shall be no discrimination, interference, restriction or harassment or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement by reason of race, place of origin, colour, national origin or ancestry, citizenship, creed, sex, age, marital or family status, political or religious affiliation, sexual orientation, disability nor by reason of

membership or non membership or activity or lack of activity in the Union.

3.02 The University recognizes its responsibility to provide a workplace free from harassment or discrimination on any ground prohibited by the Human Rights Code or other employment-related statutes. If an employee feels so harassed and needs to seek recourse other than with supervisory staff or a Union Steward, the University's Centre for Human Rights, Equity and Inclusion and the Centre for Sexual Violence Response, Support & Education are available to address such complaints and act as a resource for advice and information. Its mandate is to uphold the Ontario Human Rights Code.

Information on policies and procedures is available through the above-mentioned offices or can upon request, be made available through supervisory staff.

For purposes of this Article, the definitions of harassment shall include but not be limited to:

- (a) threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile work environment.
- (b) retaliation or threat of retaliation against an individual who makes a good faith harassment complaint. Disciplinary action by the Employer is not, in and of itself, harassment.

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

ARTICLE 4 - UNION REPRESENTATION

4.01 During the period of this Agreement all employees who are, at the date of signing of this Agreement, members of the Union or who later become members of the Union shall remain members in good standing.

4.02 An amount in respect of Union dues and/or assessments will be deducted from each Employee from the first pay in the month following the date of hire, and in each bi-weekly pay following, as authorized by the Union and certified to the University by the Secretary-Treasurer of Local 1356-1.

4.03 The University shall remit the amounts deducted to the Secretary-Treasurer of Local 1356-1 after each bi-weekly pay period in which the deductions were made. At the same time the University will provide a statement showing the names of those employees from whose pay a deduction was made, together with each employee's regular bi-weekly earnings and corresponding regular hours paid and the dues deducted, together with a list of those active employees from whom no deduction was taken and the cumulative total number of employees. A copy of this list will be sent to the Local 1356-1 Union office.

4.04 Acquainting New Employees

The Union shall be provided with the opportunity to meet new employees once during the Institutional Onboarding. The Union shall be notified of the date and time of this meeting and provided thirty (30) minutes to meet with the new employee. This meeting shall occur during regular working hours and the Union representative may attend during their regular working hours without loss of pay. The meeting, which shall not exceed thirty (30) minutes, shall be in a place designated by the Employer and will be for the purpose of discussing with the new employee the benefits, duties and responsibilities of Union membership. The Employer shall be notified in writing of the Union representative designated for the purpose of meeting with new employees.

4.05 Local 1356-1 shall be entitled to have the assistance of a National Representative of the Canadian Union of Public Employees when meeting with the University.

4.06 The University will furnish space on a Notice Board in the lunchroom, on the first floor of the William Small Centre and at Glendon College, for the posting of reasonable Union notices.

4.07 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 appropriate Manager or designate and shall report back to their

respective Manager. In the event that a Union member is requested to attend the workplace on their day-off for a grievance meeting, they will receive time-off in lieu at the regular rate.

4.08 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 within five (5) working days of such appointment(s). 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.

4.09 The privilege of the President or Chief Steward, or their respective designate to have reasonable amounts of time during normal working hours without loss of pay for the purpose of investigating disputes and presenting STEP 2 grievances. Such time will be granted provided that permission is obtained from the respective Manager or designated representative before leaving work and that the President, Chief Steward or their respective designate reports back immediately upon return. Such permission shall not be unreasonably withheld.

4.10 The University will recognize a Negotiating Committee composed of the Local president, Financial Officer, Chief Steward and up to four (4) members of the Bargaining Unit who shall be actively employed in a continuing bargaining unit position and shall have completed the probationary period. The members of the Negotiating Committee are entitled to two (2) days

off without loss of pay to prepare for negotiations. The members of the Negotiating Committee shall be given time off during their regular working hours without loss of pay while actually attending negotiating meetings. As the nature of negotiations does not allow for standard hours of work, all bargaining unit members will be allowed to substitute one (1) "day" or session of negotiations for one (1) regular shift. The members will not receive overtime for negotiations, nor will the Employer deduct pay from the members should a negotiation date last less than the members' usual shift.

- 4.11** (a) The Union shall be entitled to elect one (1) member to the Advisory Board of the Retirement Centre. The Union shall advise the University, and the Retirement Centre of the name, and term of office, of such representative.

The University agrees to place one (1) representative, designated by the Union, on the Board of Trustees of the Pension Plan.

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

- (b) The University shall recognize up to six (6) Benefits Specialists designated by the Union from among the members of CUPE 1356, CUPE 1356-1, CUPE 1356-2, or the Local President, any one of whom may represent its members regarding issues of return to work accommodation at meetings convened by the Employer. The Union will endeavor to ensure that one-third (1/3) of the Benefits Specialists shall be on the night shift.

When a meeting is scheduled to be held with an employee, if the employee wishes, one (1) such representative shall be given the opportunity to attend.

The Union will be advised by email that a meeting is scheduled to take place. One (1) representative may attend during normal working hours or at an agreed upon time, without loss of pay upon obtaining the permission of the immediate supervisor, or designate, before leaving work and reports immediately upon return. Such permission will not be unreasonably withheld.

Employees shall be eligible to participate in the return to work and work accommodation process under the policy and procedures as outlined in the Employer's Disability Support Program in effect at the signing of this agreement or as may be amended from time to time by the University.

- (c) Three (3) of the Benefits Specialists or their alternates shall be designated by the Union to attend monthly meetings of the Disability Support Committee. These meetings when convened will discuss and review issues related to supporting employees with return to work/accommodation, sick leave, long term disability and WSIB claims.

4.12 Union Representation - Stewards

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

Chief Steward (Days/Keele Campus)	(1)
Parking Services	(1)
Security Services	(1)
Glendon (Security/Parking)	(1)
At Large	(2)

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

- (a) the Steward concerned obtains permission from the Steward's immediate Supervisor, or designated representative, before leaving work, and reports immediately upon return. Such permission shall not be unreasonably withheld; and

- (b) the Steward also obtains the permission of the immediate Supervisor of the employee concerned before discussing the matter with the employee concerned; and
- (c) the time away from the Steward's work shall be devoted to the prompt handling of a grievance; and
- (d) no Steward shall spend an unreasonable amount of time servicing grievances; and
- (e) if the elected Chief Steward usually works shifts, every effort will be made by the Employer to place the Chief Steward on an extended day shift cycle should the need arise on occasion; and
- (f) members of the Union executive shall be able to act as Union stewards.

4.13 The University agrees to provide the Local twice each year (in January and June) with an up-to-date list of all employees covered by the collective agreement, with their names, addresses, home telephone numbers and classifications.

4.14 For meetings between Local 1356-1 representatives and the University provided for under the Collective Agreement, the Parties will make every effort to schedule such meetings in their entirety during regular working hours.

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** 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 or are locked out, employees covered by this Agreement shall not be required to perform work normally done by those employees.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01** Unless both parties agree to an extension of time, in writing, all employees in Schedules "A", "B" and "C" classifications shall be considered probationary employees for a period of fourteen hundred and forty (1440) hours worked from the most recent date of hire into the bargaining unit. Schedule "A" and "B" employees are required to pass all mandatory training/certification prior to deployments as a condition of employment.

The termination of a probationary employee during this period shall be at the sole discretion of the University provided that such action is not arbitrary, discriminatory or in bad faith. The probation period shall include regular evaluations.

ARTICLE 7 - SENIORITY, LAYOFF AND RECALL, LOSS OF SENIORITY

7.01 Seniority shall be defined as length of service in the bargaining unit. The seniority of a Local 1356 bargaining unit member (calculated and converted in accordance with that agreement), who obtains a position in this bargaining unit, shall be recognized for the purposes of this collective agreement, subject to **Article 7.02**.

7.02 (a) Upon successful completion of the probationary period an employee's seniority shall be deemed to have commenced from the date of most recent entry into the bargaining unit.

(b) When a Local 1356 bargaining unit member applies for a position in this bargaining unit, it shall be deemed to be an external application for purposes of this Collective Agreement. When such an employee obtains a position in this bargaining unit, **Article 7.01** shall apply only after the successful completion of the trial period. The provisions of **Article 16.12** regarding the trial period shall otherwise apply, with necessary modification.

7.03 The accrued seniority of an employee who is transferred, seconded, or promoted out of the bargaining unit, but who remains an employee of the University, shall be retained by that employee, to the date of such transfer, secondment, or promotion, if the employee returns to the bargaining unit within two (2) years.

Seniority will not accumulate during such transfer, secondment or promotion.

7.04 The University agrees to observe the seniority of employees in Schedule "A" and the seniority by classification and schedule for employees in Schedule "B", in connection with lay-offs and recalls. It is understood that all term and task assignments will be terminated in the affected schedule for security and in the affected classification for parking prior to layoff. In the event of a layoff, the University will give the affected employee formal written notice of least four (4) weeks, or such longer notice as specified in the Employment Standards Act, or pay in lieu of notice. Concurrently a copy of this notice will be sent to the Union.

7.05 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) placement in a vacant position in the bargaining unit, for which the employee is qualified;
- (b) if there is no vacancy, the employee may bump into a position in the bargaining unit at the same classification level, or lower, if qualified, where an incumbent has the least seniority; or
- (c) if the employee is not placed in a vacant position or chooses not to bump, the employee may elect to receive severance pay at the rate of one (1) week's pay at the employee's regular rate of pay for each completed year of service to fifteen (15)

years, and at the rate of two (2) weeks' pay for each additional completed year of service to a total maximum of twenty-six (26) weeks (a partial year of service will be pro-rated at the appropriate rate by completed months). The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of election of this option.

If an employee waives the aforementioned options, the employee shall be laid off with recall rights pursuant to **Article 7.06**.

7.06 For an eighteen (18) month period following the date of layoff, employees shall retain their recall rights.

While on layoff an employee may continue to participate in the Extended Health Care, Vision Care, Group Life and Dental Care plans, if a plan member prior to layoff. For the first three (3) months of layoff the employee may continue to pay the employee's regular portions of the applicable premiums to the University monthly, in advance. For the balance of the layoff, not to exceed fifteen (15) months, the employee may continue to participate in the Extended Health Care, Vision Care, Group Life and Dental Care plans by paying the total cost of the applicable premiums to the University monthly, in advance, subject to the provisions of the plans.

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

The accrued seniority of an employee who is recalled within eighteen (18) months of layoff shall be retained by that employee, to the date of such layoff and will include the layoff period.

Recall rights shall be terminated on the cancellation of seniority in accordance with **Articles 7.05(c) and 7.09(c), (d), and (e)**.

Grievances concerning lay-offs and recalls shall be initiated at STEP 2 of the grievance procedure.

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

7.08 A seniority list will be prepared, and a copy posted on the approved bulletin boards on the 21st day each January, April, July and October. At the same time a copy will be forwarded to the Recording Secretary of Local 1356-1.

7.09 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) has been laid-off for a period exceeding eighteen (18) months;

- (d) fails to return to work following a layoff within ten (10) working 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;
- (e) having notified the University of intention to return to work as provided for in (d) above, fails to return to work within ten (10) working days of the date of the original recall letter;
- (f) uses an approved leave of absence for a purpose other than that given as the reason for the leave;
- (g) 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 (416-736-5333) and providing an explanation acceptable to the University (For Schedule A employees working on twelve (12) hour shift schedules refer to Appendix "A", Article 7.09 (g)); or
- (h) accepts severance pay.

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. Working days shall be considered as falling during the Monday to Friday period regardless of the employee's shift.
- 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 in a Complaint Stage Meeting by the employee, accompanied if the employee so wishes by a Union Steward, with their immediate 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. Their immediate Supervisor's answer shall be given, in writing, within five (5) working days from the date the discussions at the Complaint Stage are concluded.
- 8.04** STEP 1. If the grievance is not settled as provided for in **Article 8.03**, it shall be given, in writing, within five (5) working days to the designated Manager. At this point, the written grievance shall be signed by the Grievor, a Union Steward, or designate, and shall contain details of the matter in dispute, the specific

provisions or interpretation of the Agreement that has been allegedly violated and the relief sought. The designated Manager shall within five (5) working days following receipt of the grievance give the written answer to the grievance to the Union Steward concerned and a copy sent to the Chief Steward or designate. In the event that a meeting is held to discuss the matter, the written reply shall be given within five (5) working days after the conclusion of this meeting.

8.05 STEP 2. If the grievance is not settled in STEP 1, the written grievance form shall be clearly labelled STEP 2, dated, signed by the Chief Steward and submitted to the Director, Non-Academic Employee Relations within ten (10) working days after receipt of the STEP 1 reply. The Director, Non-Academic Employee Relations, or designate, shall meet within thirty (30) working days to discuss the grievance with the Grievor, the Union Steward concerned, the Chief Steward and the member of the Executive at a time to be mutually agreed upon within five (5) working days following receipt of request for such meeting. The University's written reply shall be given, to the Chief Steward, within ten (10) working days following the conclusion of this meeting.

8.06 If the grievance is not settled in STEP 2, it may be taken to arbitration by a written notice given to the University within thirty (30) working days after receipt of the University's written reply as required in STEP 2. The appeal to arbitration shall be in accordance with the procedure and conditions set forth in **Article 9** of the Agreement.

8.07 Any party alleging a complaint under **Article 3.02** may pursue the complaint through the grievance procedure as outlined in **Article 8** or through the University's Centre for Human Rights, Equity and Inclusion. If a grievance has been filed and the complaint has also been referred to the Centre for Human Rights, Equity and Inclusion or the University Workplace Harassment Prevention Program, the grievance procedure will be suspended pending the decision of the Centre for Human Rights, Equity and Inclusion or the Assistant Vice-President Human Resources. Following this decision, the grievor has ten (10) working days to notify the other party that their intent is to pursue the grievance through the grievance procedure.

8.08 An employer grievance shall be filed directly at STEP 2. It shall be clearly labelled STEP 2, dated, signed by the Director, Non-Academic Employee Relations, and submitted to the Union President. The Union and the Director, Non-Academic Employee Relations, or designate, and the appropriate management representatives shall meet within thirty (30) working days of the STEP 2 grievance to discuss the grievance. The Union's written reply shall be given to the Director, Non-Academic Employee Relations, within ten (10) working days following the conclusion of the meeting.

8.09 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.

8.10 Mediation

- (a) If a grievance is not settled at STEP 2, the parties may agree to refer the matter to a mutually agreed upon Grievance Mediator.
- (b) Notification to refer the matter to a mutually agreed upon Grievance Mediator shall occur within thirty (30) working days in receipt of the STEP 2 Grievance Response.
- (c) Agreement to refer the matter to mediation does not alter the timelines set out in this Article or in **Article 9 - Arbitration**, unless agreed upon by the Parties.
- (d) The parties agree to share equally in the cost of the Grievance Mediator.

8.11 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 Mediation Procedures.

8.12 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. Any group grievance shall be presented directly at STEP 1. 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.

8.13 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 2 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.

8.14 A member of the Union executive shall be able to act as a Union Steward, in the absence of the employee's area Steward.

ARTICLE 9 - ARBITRATION

9.01 If the grievance is not settled after having duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a period of thirty (30) working days after receiving the written reply or within ten (10) working days after the meeting with a Grievance Mediator that it intends to proceed to arbitration.

9.02 The party who receives the notice of intention to proceed to arbitration shall notify the other party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall have the right to request the Ministry

of Labour for the Province of Ontario to appoint a sole arbitrator.

9.03 Notwithstanding **Article 9.02**, the Parties may agree to refer a grievance to a three-person Board of Arbitration. If the Party referring a grievance to arbitration proposes this, the written notice shall contain the name and address of that Party's appointee to the board. The responding Party shall advise whether it is in agreement with the appointment of a three-person Board of Arbitration and if so, shall provide the name and address of its appointee to the board no later than ten (10) working days following receipt of the referring Party's written notice. The two (2) appointees shall within ten (10) working days, select an impartial Chair. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select a chair.

- 9.04**
- (a) The Parties agree that the grievor(s) and the Union Steward shall be given sufficient release time, paid by the Employer, from their work duties and responsibilities in order to attend the arbitration preparation meeting(s) and the arbitration hearing(s).
 - (b) Each party shall bear the expenses of all other representatives, participants and witnesses and for the preparation and presentation of its own case.
 - (c) The fees and expenses of the arbitrator or Chair, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

- 9.05** The Arbitrator or the Arbitration Board shall hear and determine the matter in dispute and shall issue an award which shall be final and binding upon the parties to this Agreement. The Arbitrator or Arbitration Board shall, however, have no authority to add to, subtract from, ignore or alter any provision of this Agreement, nor to make an award that has such effect.
- 9.06** 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 16 of Section 48 of the Labour Relations Act shall not apply to this Agreement.

ARTICLE 10 - DISCIPLINE, SUSPENSION, OR DISCHARGE

- 10.01** An employee 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. Such letter will be hand delivered to the employee by a supervisor. Concurrently copies of this letter shall be sent to the Union and placed in the Employee's Personnel File in the Department of Human Resources.
- 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 2.

10.03 (a) If twelve (12) 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's Personnel file.

(b) If eighteen (18) 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's Personnel file.

10.04 For the purposes of **Article 10**, working days shall be considered Monday to Friday, inclusive, regardless of whether the employee was scheduled to work or not.

ARTICLE 11 - JURY AND WITNESS DUTY

11.01 An employee who has been summoned to be juror or witness by any body in Canada with the power to subpoena shall supply the Supervisor, or designate, with a copy of the summons as soon as possible after receipt of same. 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) has 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 (For Schedule A employees working on twelve (12) hour shift schedules refer to Appendix "A", Article 11.01).

ARTICLE 12 - BEREAVEMENT LEAVE

12.01 Bereavement leave with pay is provided for the purpose of attending a funeral or for the purpose of providing services or solace to the family of the deceased or for purposes of dealing with the shock of a personal loss. It is agreed that these factors will be considered in determining the length of a bereavement leave. Therefore, in the event of a death in the immediate family, an employee will be granted, upon request, a leave of absence, up to a maximum of five (5) scheduled shifts without loss of pay calculated at the employee's basic hourly rate. The term "immediate family" means the employee's spouse, child, step-child, brother, sister, parent, mother-in-law, father-in-law, grandchild, grandparent, spouse's grandparent, current ward, legal guardian or same-sex partner. An employee shall be granted three (3) scheduled shifts without loss of pay calculated at the employee's basic hourly rate in the event of a death of their son-in-law, daughter-in-law, or step-parent, brother-in-law, or sister-in-law.

- 12.02** If the family requests pallbearers to form an honour guard at the funeral of a deceased member of CUPE Local 1356-1, the University will make every effort to grant the necessary time off without pay for up to six (6) members in the bargaining unit to attend the funeral and serve in such capacity.
- 12.03** Vacation leave may be granted for up to five (5) days for the purposes of bereavement leave in the event of death of a significant family member, who is not listed in **Article 12.01**. Such requests shall not be unreasonably denied.
- 12.04** Bereavement leave shall be substituted for vacation when employees are bereaved in circumstances, as defined in **Article 12.01**, during their vacation.
- 12.05** Bereavement leave shall be substituted for sick leave when employees are bereaved in circumstances, as defined in **Article 12.01**, during their sick leave.

ARTICLE 13 - LEAVE

13.01 Leave of Absence Without Pay

An employee may be granted leave of absence without pay for personal reasons. Application must be made in writing and submitted to the designated Manager for approval prior to start of said leave, except in cases of emergency where such notice would not be practicable.

The following conditions apply to such a leave:

- (a) for personal leave of up to three (3) months, application must be made in writing and submitted

to the appropriate Manager at least four (4) weeks prior to the start of the leave, except in cases of emergency where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/denying the leave. Reason for denial will be given;

- (b) for personal leave greater than three (3) months but not longer than twelve (12) months, application must be made in writing and submitted to the appropriate Manager at least six (6) weeks prior to the start of the leave. Departmental operating requirements shall be the major consideration in granting/denying the leave. Reason for denial will be given;
- (c) personal leave without pay cannot be used for the purpose of alternative employment either at the University or elsewhere;
- (d) if a leave of absence does not exceed three (3) months, seniority shall continue to accrue;
- (e) if a leave of absence exceeds three (3) months, seniority shall be frozen and not accrue after three (3) months;
- (f) a leave of absence without pay cannot be combined with any other leave such that the combination of leaves exceeds twelve (12) months except as provided for in **Article 15.13**.
- (g) employees returning from leave must provide four (4) weeks notice indicating their intended date of

return if such date is different from the original approved date of return.

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

- (a) an employee, who is graduating, or whose spouse or dependent child is graduating, from York University, shall be entitled to be absent from work, with pay, for one (1) day in order to attend the Convocation ceremonies;
- (b) an employee who is notified to attend a formal ceremony in order to become a Canadian citizen shall be entitled, to be absent from work, with pay, on the actual day of the ceremony.

13.03 Personal Leave Days

Effective January 1, 2003, the University shall grant each member of the bargaining unit three (3) personal leave days in each calendar year. These days cannot be saved or banked. They will be taken at a time mutually agreeable between the employee and the University. In approving such leave, departmental operating requirements shall be the major consideration. Permission shall not be unreasonably withheld. These days do not affect the vacation or sick leave credits.

An employee who is in a Term Task position for less than one (1) year shall be entitled to Personal Leave -

Article 13.03 on a pro-rated basis in accordance with the proportion of full-time months worked.

13.04 Consistency with Employment Standards Act ("ESA")

Employees are entitled to the following leaves pursuant to the terms of the Employment Standards Act: Family Responsibility Leave, Personal Emergency Leave, Family Medical Leave, Family Caregiver Leave, Organ Donor Leave, Critical Illness Leave, Child Death Leave, Crime-related Child Disappearance Leave, Declared Emergency Leave, Domestic or Sexual Violence Leave, Reservist Leave, and any other Leave as may be amended in the ESA from time to time. If a provision in the Collective Agreement gives an employee a greater right or benefit than a minimum employment standard under the ESA, then that provision applies to the employee instead of the employment standard. Seniority will continue to accrue during the period of the leave.

ARTICLE 14 - UNION DUTY LEAVE

14.01 An employee who is elected or selected by Local 1356-1 to represent it at Union Conventions, Seminars or other official functions convened by CUPE National or CUPE Ontario will receive every consideration by the University to make attendance possible. Such leave shall be without pay and without loss of seniority and shall be limited to not more than four (4) employees at one time, provided that there are not more than two (2) employees under any one of Schedules A, B or C on such a leave at any one time. Requests will be

considered if received in writing by the designated Manager at least fourteen (14) calendar days in advance. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied. If the University grants such a leave and agrees to continue the pay of the employee on leave, the Union shall fully reimburse it, such reimbursement being at the rate of the employee on leave or that of their replacement.

14.02 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 the designated Manager, and if granted, such leave shall be without pay and without loss of seniority.

14.03 An employee who is elected or appointed to a position within the Union for more than three (3) consecutive months but not more than two (2) years shall be granted, upon request in writing and thirty (30) calendar days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to the date of commencement of such leave. If the resulting vacancy is filled on a term/task basis, such placement shall not be bound by the time provisions of **Article 16**, and, in any event, shall not exceed the leave of absence. Upon receipt of a written request at least thirty (30) calendar days in advance, the University will return the employee to the same or comparable position that the employee was in at the start of the leave. In the event the original position no longer exists, such employee will be placed in a

vacancy in the employee's former classification schedule.

14.04 Membership Meetings - At the request of the Union, the University agrees to grant a two (2) hour period twice annually at a mutually agreed time for purposes of a regular membership meeting. The University agrees to grant time off from work without loss of pay to those employees regularly scheduled to work during that time.

14.05 Local 1356-1 may request leaves of absence without pay to attend Local 1356-1 business. Such leaves are subject to approval by the University unless the Collective Agreement provides otherwise.

Whenever an employee is on an approved leave of absence on Local 1356-1 business, excluding a leave pursuant to **Article 14.03**, such absence shall result in no loss of seniority nor shall it constitute a break in service so as to affect any benefits to which they may be otherwise entitled.

Whenever an employee is on an approved, unpaid leave of absence on Union business, the University shall pay the employee's wages and benefits, invoice Local 1356-1 and Local 1356-1 shall, forthwith, remit full reimbursement to the University, such reimbursement being at the rate of the employee on leave or that of their replacement.

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 (13) 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, she will serve the balance of time remaining in her probationary period upon her return from such leave.
- 15.02** An employee shall give the designated Manager at least two (2) 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 designated Manager with a certificate signed by a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated birth date.
- 15.03** The University may, after exhausting all reasonable attempts to accommodate the pregnant employee, require a pregnant employee to commence leave at any time when the essential duties of her position cannot reasonably and safely be performed by the pregnant woman and where she is not otherwise eligible for sick leave.

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 (1) week's notice of intention to return and has provided the designated Manager 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 designated Manager 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 designated Manager, 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 (17) week pregnancy leave, (excluding under the terms of **Article 15.04**) shall notify, in writing, the designated Manager, at least four (4) weeks in advance, giving the revised date of return.

15.06 The University will supplement the benefit paid by the Employment Insurance Commission for fifteen (15) weeks so that the total from both sources will equal 95% of the employee's normal salary. This supplementary benefit will be paid during the course of the maternity/pregnancy leave.

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

In addition, the University will pay the employee for the first two (2) weeks of leave, i.e., the Employment 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 shall be granted up to five (5) days leave with pay, for paternity or adoption leave. Except in exceptional circumstances the employee shall provide the designated Manager with two (2) weeks' advance notice, in writing, of the approximate date of commencement of such leave.

Furthermore, an employee who has been employed, by the University, in a bargaining unit position for at least thirteen (13) consecutive weeks shall be entitled to a leave of absence without pay of up to sixty-one (61) weeks for the birth mother, or sixty-three (63) weeks for other new parents 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 employee will serve the balance of time remaining in their probationary period upon their 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 (35) 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 fifty-two (52) 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 designated Manager, prior to the commencement of her pregnancy leave. Otherwise, an employee shall notify, in writing, to the designated Manager, four (4) 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 designated Manager, in writing, at least four (4) 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 unreasonably denied.
- 15.13** Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed eighteen (18) months, employees shall be reinstated in their former position. If the combined absence exceeds eighteen (18) 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 (3) months following termination of the leave.

15.14 At the option of the employee, the University and the employee shall continue to pay their regular portions of the premiums for the **Employee Benefits and Pension Plans in Article 20** during pregnancy and/or parental leave. Employees may continue to participate in the **Employee Benefit Plans in Article 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 (4) months.

ARTICLE 16 - JOB POSTING

16.01 All positions except Security Official I and Security Official II shall be posted. The Employer agrees that members of the bargaining unit shall have priority over persons outside the bargaining unit. Where two (2) or more qualified applicants are relatively equal with respect to skill and demonstrated ability, seniority will determine the selection.

Schedule "A" - Security Positions

16.02 When entry-level vacancies for Schedule "A" positions occur, the University will post and advertise accordingly. Once qualified candidates have been identified, an eligibility list will be established. Once established, the list will be dated, and held on file at Human Resources where it will remain active for a period of twelve (12) months. Vacant positions will be filled only from this list. Schedule "B" employees will be given priority over external applicants. Where two

(2) or more Schedule "B" applicants are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection. Within seven (7) days of the establishment of the eligibility list, a copy will be sent to the Union.

Should an existing eligibility list not be exhausted at the end of twelve-(12) month period, the list will be extended by agreement of the parties, as long as there remain positions to be filled.

16.03 Should a Schedule "B" employee believe they are qualified for a Schedule "A" position, they may apply for the position as an internal candidate. A qualified Schedule "B" employee will be added to the eligibility list, in accordance with **Article 16.01**.

16.04 If the University elects to fill a Schedule "A" 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 filled from the eligibility list.

16.05 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 Schedule "B" continuing position. In this case, the employee shall be returned to the employee's former position. If such position no longer exists, the employee will 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.

16.06 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 Schedule "A" position in the same classification.

16.07 The Union shall be notified within seven (7) calendar days of the name, seniority date (if applicable), effective date, and classification of all appointments to Schedule "A" positions.

Schedule B - Parking Positions

16.08 When vacancies for Schedule "B" positions occur, the University will post and advertise accordingly. Once qualified candidates have been identified an eligibility list will be established. Once established, the list will be dated, and held on file in Human Resources where it will remain active for a period of twelve (12) months. Vacant positions will be filled only from this list. Where two (2) or more Schedule "B" employees of the same level, are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection. Schedule "B" employees will be given priority over Schedule "A" employees and external applicants. Qualified applicants who are Schedule "A" employees will be given priority over external applicants. Within seven (7) days of the establishment of the eligibility list, a copy will be sent to the Union.

Should an existing eligibility list not be exhausted at the end of a twelve (12) month period, the list will be extended by agreement of the parties, as long as there remain positions to be filled.

- 16.09** 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.
- 16.10** 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 Schedule "B" position.
- 16.11** The Union shall be notified within seven (7) calendar days of the name, seniority date (if applicable), effective date, and classification of all appointments to Schedule "B" positions.

General

- 16.12** When an employee is appointed to another position that is a continuing position in the same Schedule ("A", "B" or "C") or in another Schedule, the employee shall be on a trial period of up to forty-five (45) days worked. 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.

16.13 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 Keele and the Glendon campus.

ARTICLE 17 - HOLIDAYS

17.01 Subject to **Article 17.02** and **17.03**, the under-noted Holidays shall be granted:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 24 th
Canada Day (the day on which the University observes the Holiday)	December 25 th
	December 26 th
Civic Holiday	December 27 th
Family Day	

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 (2½) times the Basic Hourly Rate (For Schedule A employees working on twelve (12) hour shift schedules refer to Appendix "A", **Article 17.02(a)**).
- (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 at the option of the University, lieu time equal to the regularly scheduled hours for the day taken in lieu of the holiday at a time mutually agreed upon between management and the employee (For Schedule A employees working on twelve (12) hour shift schedules refer to Appendix "A", **Article 17.02(b)**).
- (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 on the Holiday at two and one half (2½) times the Basic Hourly Rate, in addition to the eight (8) hours pay defined in **Article 17.02(b)**.
- (d) An employee who is regularly scheduled to work on any of the specified Holidays and is not required to work due to the Holiday, shall be paid based on the regularly scheduled hours of work for the day.

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 fails to work either their full scheduled shift before or their full scheduled shift after the holiday without being excused by the Employer;
- (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 For Schedule "A" employees, the winter break shall be defined as November 1st to January 31st each year.

During the winter break, Schedule "A" employees will be entitled to thirty-two (32) hours grant time. This will be taken as time off from regularly scheduled shifts. Security Official – Security Access Control and Senior Security Official I's, except Squad Leaders, will be required to take the thirty-two (32) hours of grant time, during the Christmas – New Year holiday period to prevent any loss of normal pay.

For all other Schedule "A" employees, grant time shall be mutually agreed upon between the employee and the University with operational requirements being the major consideration. Requests for grant time shall not be unreasonably denied. This time cannot be banked and must be taken between the above dates.

Any Schedule "A" employee called in to work during their designated grant time will be paid at one and a half (1½) times their basic hourly rate for the hours worked.

- 17.05** In addition to the above noted Holidays, for the term of this agreement, employees in Schedules "B" and "C" shall be granted sufficient additional paid days during the Christmas - New Year holiday period to prevent any loss of normal pay (i.e., forty (40) paid hours per week inclusive of statutory holiday pay and or any other type of payments, e.g., WSIB, Sick Credits, etc.).

ARTICLE 18 - SICK LEAVE

- 18.01** Each employee shall accrue a sick leave credit of one and one half (1½) 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, maternity, parental or adoption leave. Unused credits shall accumulate from year to year to a maximum of one hundred and thirty (130) working days (one thousand and forty (1,040) hours).

- 18.02** Employees may be eligible for sick leave 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 are unable to attend work in order to care for an ill member of the immediate family, (immediate family includes the employees spouse, child, parent, sibling, mother-in-law, father-in-law, grandchild, grandparent and spouse's grandparent, current ward, legal guardian, and same sex partner), 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 WSIB payments, in which case **Article 18.05** will apply.

18.03

- (a) To qualify for sick pay, an employee must have sufficient sick leave credits;
- (b) To qualify for paid or unpaid sick leave, an employee must have reported the nature of the intended absence; e.g., personal sickness, caring for ill family member, medical appointment etc., as per Article 18.02. For clarity, there is no requirement to disclose personal medical information.
 - (i) Schedule "A" (Security) employees will telephone 416-992-4688 at least two (2) hours before the start of each scheduled shift unless excused by management from doing so, or unless exceptional circumstances prevent the employee from doing so.

- (ii) Schedule "B" and "C" employees will leave a message on 416-736-5116 at least one (1) hour before the start of each scheduled shift unless exceptional circumstances prevent the employee from doing so.

For an extended absence the employee and the management supervisor may agree on a less frequent call-in requirement. Additionally, the employee shall notify the University with as much notice as possible but no less than two (2) hours in advance of their return to work for their next shift.

- (c) when requested to do so, provide proof of sickness, in the form of a certificate acceptable to the University and signed by a medical practitioner. Such certificate will normally be required if the absence exceeds five (5) consecutive shifts.
- (d) in the case of absences of one (1) week or more, the University may request a certificate that indicates the employee's 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.

18.05 An employee absent due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance 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 Workplace Safety and Insurance Board to be reimbursed by them for all payments made during this period. When sick leave credits are exhausted, Workplace Safety and Insurance 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 of each year, each employee having one (1) or more years' continuous service with the University at that date, and who has accumulated eighty (80) hours sick leave credits since January 1st 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;
- (c) if an employee should not use any sick credits during the calendar year, a further forty (40) hours pay will be awarded to the employee from a source other than that employee's sick bank.

18.07

- (a) Seniority shall accrue for a period of sick leave that does not exceed twelve (12) months. An employee returning from a sick leave that does not exceed twelve (12) 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 re-instated in their former classification unless the provisions in **Article 18.07(c)** apply.
- (b) An employee returning from sick leave exceeding twelve (12) 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 (6) months, whichever 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 (1) 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 (1) month. Such employee returning from a sick leave that has exceeded one (1) 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 (3) 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 (1) month, shall be reinstated in that employee's former term/task position, if such position exists. If the term/task position no longer exists, or if the employee is returning from sick leave that has exceeded one (1) month, the provisions of **18.07(a)** shall apply.

ARTICLE 19 - VACATIONS

19.01 Vacation Credit Years will be computed from July 1st in each year to June 30th inclusive in the following year. Employees will accrue the under-noted vacation credits for each month in which they work one hundred and twenty (120) hours or more during their first and subsequent Vacation Credit Years. For the purposes of entitlement, paid vacation and paid sick leave, other than absence due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act will be considered as days worked. Employees shall accrue vacation credits for time spent on the Work Accommodation Program.

19.02 Employees shall accumulate vacation credits as set out in **Articles 19.01 and 19.03** to a maximum of one years' vacation entitlement accumulation. Requests for vacation will be submitted as provided for in Article 19.05 and such requests will be approved after due consideration to University scheduling requirements and employee seniority.

Vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to in writing by the employee and the designated Manager.

19.03 CREDITS

Vacation credits will accrue as follows:

Schedule "A" Employees (Security)

Years of service	<u>Monthly</u>	<u>Annual</u>
0 up to 2 years (2 weeks vacation)	7 hrs	84 hrs
2 up to 7 years (3 weeks vacation)	10 hrs 30 min	126 hrs
7 up to 17 years (4 weeks vacation)	14 hrs	168 hrs
17 years to 26 years (5 weeks vacation)	17 hrs 30 min	210 hrs
26 years and up (6 weeks vacation)	21 hrs	252 hrs

Schedule "B" and "C" Employees

Years of service	<u>Monthly</u>	<u>Annual</u>
0 up to 2 years (2 weeks vacation)	6 hrs 40 min	80 hrs
2 up to 7 years (3 weeks vacation)	10 hrs	120 hrs
7 up to 17 years (4 weeks vacation)	13 hrs 20 min	160 hrs
17 years to 26 years (5 weeks vacation)	16 hrs 40 min	200 hrs
26 years and up (6 weeks vacation)	20 hrs	240 hrs

"Years of service", as used in this Article, shall mean continuous service as a full-time employee in this bargaining unit or in the bargaining unit represented by CUPE Local 1356.

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

19.05 Vacation requests will be received and confirmed in line with the following schedule. Requests made after the deadline(s) noted will not be subject to seniority claims. All requests will be processed in a timely manner.

<u>Vacation Period</u>	<u>Vacation Requested by</u>	<u>Confirmed or Denied by</u>
Dec 1–May 31	September 1	October 1
June 1–Nov 30	March 1	April 1

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

19.07 An allowance for vacation credits, earned but not taken, shall be paid upon termination of an employee.

19.08 An employee will be entitled to an extra week's vacation, once, to be taken prior to retirement where that employee has attained the age of fifty-five (55) and where age plus service equals eighty (80).

19.09 In addition to the above vacation credits, Employees shall receive, in the first full pay period each July, an additional payment for all overtime worked during the previous Vacation Credit Year.

This payment shall be calculated as follows:

0 up to 2 years: 4% of overtime hours worked.

2 up to 7 years: 6% of overtime hours worked.

7 up to 17 years: 8% of overtime hours worked.

17 up to 26 years: 10% of overtime hours worked.

26 and subsequent: 12% of overtime hours worked.

ARTICLE 20 - EMPLOYEE BENEFIT PLANS

20.01 The Employee Benefit Plans shall consist of the following:

- (a) Ontario Health Insurance Plan
- (b) Extended Health Care Plan –
 - (i) including immunizations not covered by OHIP up to a maximum of \$300.00 per year per family, immunization to include immunization for travel.
 - (ii) prescribed diagnostic testing not covered by OHIP up to a maximum of \$300.00 per year per family
 - (iii) including semi private and private hospital coverage up to one hundred and twenty days (120) per hospital stay.
- (c) Group Life Insurance Plan
- (d) Long Term Disability Plan
- (e) Dental Plan - current Ontario Dental Association Fee Guide, effective the first of the month following written notice of ratification, coverage is as follows:-

Basic services - 100%/ \$1,500 annually; including sealant, under dental codes 13401 and 13407

Major restorative services - 80% (annual maximum \$2,500)

Orthodontic services - 90% (lifetime maximum \$5,000)

Prosthetic (dentures) services - 75%

- (f) York University Pension Plan
- (g) Vision Care - Single coverage to a maximum of \$425/24 months with no deductible.
- (h) Eye Exams – one (1) eye exam per person per year limited to reasonable and customary.
- (i) Hearing Care – Single coverage to maximum of \$500/36 months with no deductible.
- (j) All paramedical services covered are limited to the applicable maximums effective February 1, 2019.
- (k) Annual caps for Orthotics (\$500), Orthopedics (\$300), Compression Hose (\$300)

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 **Article 20.01** above with an amount equal to:

- (a) 100%

- (b) 100%
- (c) 50%
- (d) 100%
- (e) 100%
- (f) as per Plan Text
- (g) 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 Fund

- (a) For the purposes of this Agreement, Pension Fund shall mean the York University Pension Fund, 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 Fund.
- (c) The University agrees to continue an All-University Committee representing the different groups of participants in the Pension Fund (including pensioners and the Board of Trustees of the Pension Fund) to discuss changes to the Pension

Fund and report back periodically to their constituencies.

20.05 Post-Retirement Benefits

The Employer agrees to provide post-retirement benefits coverage for full-time bargaining unit members retiring after August 31, 2005, and their dependents in the form of retiree health-care spending accounts as follows:

- (a) each retiree's health-care spending accounts will have an annual limit of \$1,650;
- (b) the total Employer contribution to cover post-retirement benefits over the term of this collective agreement will be \$11,000 in the first year, \$12,500 in the second year, and \$14,000 in the third year of the Collective Agreement. Any unspent portion of the Employer's contribution will be carried forward to the next collective agreement.

Any unspent portion of the Employer's annual contribution will be carried forward to the next collective agreement.

ARTICLE 21 HOURS OF WORK AND OVERTIME

21.01

- (a) The standard work week shall average forty (40) hours, [forty-two (42) hours for Schedule A employees] 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.

- (b) In recognition of the operational difficulties in allowing employees to work "summer hours" (one (1) hour reduction in the work week, from June 1 to Labour Day), the University shall grant each member of the bargaining unit twelve (12) hours grant time to be taken from June 1 to Labour Day.
- (c) If the University intends to implement additional, indefinite shift schedules or a permanent change to shift start or end times, it shall provide the Union with ninety (90) days advance notice in writing, along with the operational rationale. Prior to the planned implementation date, the Parties shall meet to discuss management's operational rationale, the planned new shifts, consider possible improvements and provide recommendations for the plan. Such consultation shall include the responsible management, Union Executive and National Representative, who shall be provided with full information regarding the planned schedule, the classifications affected and planned implementation date. New schedules will be first offered to bargaining unit members on a voluntary basis. Employees will be given preference for shifts based on their seniority, taking operational needs into consideration, with reverse seniority applying in the event there are insufficient volunteers. The University shall notify the Union of the employees affected. These new

schedule opportunities will be finalized in sufficient time for the affected individuals to have adequate notice of their new schedules. If either Party requests, the Parties will meet again within ninety (90) days following the implementation of the new schedules to discuss any issues of concern.

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 (1½) 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 (1½) times the basic hourly rate. Employees may be excused from participation in particular training sessions upon written request to, and approval by, the designated Manager.

21.03

- (a) 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. All overtime hours which an employee has worked, refused, or for which the employee was unavailable will be recorded. Employees will be contacted at the primary number given by them, in writing, to their immediate Supervisor. An updated list of accumulated overtime

hours by each bargaining unit member will be posted at the end of each pay period in the Community Safety Centre, the Parking Enforcement Briefing Office, and the Glendon Security Office.

(b) **Procedure for distributing overtime for Security Officials:**

Regular Duty Overtime. Where an overtime opportunity arises from a vacant assignment duty, allocation will be as follows:

(A) Assignment duties include:

- (i) Keele Security Official Duty
- (ii) Keele Senior Security Official (SSO)
– Squad Leader Duty
- (iii) Keele SSO – Campus Relations Official Duty
- (iv) Keele SSO – Investigations Duty
- (v) Keele SSO – Crime Prevention Duty
- (vi) Keele Security Watch Official Duty
- (vii) Glendon Security Official Duty
- (viii) Glendon SSO – Campus Relations
Official Duty
- (ix) Glendon Security Watch Official
Duty
- (x) Security Official – Access Control
Official Duty

(B) Bargaining unit members with less than three (3) months employment will be considered last for overtime duties;

(C) With the exception of those members in (B), overtime duties will be offered first, to those bargaining unit members with the least amount of

overtime hours worked and cancelled by the employee after acceptance, combined;

- (D) Employees within the vacant assignment areas set out in (A) above, will be offered overtime first in accordance with (B) and (C);
- (E) Where the overtime cannot be filled pursuant to paragraph (D), it will be filled by a bargaining unit member within other assignment areas set out in (A) above, in accordance with (B) and (C);
- (F) Where an overtime posting arises in (A)(ii), bargaining unit members with less than six (6) months employment will work the posting as a security official, with the Control Room assignment being filled by the official of the higher Security Official level.

Special Duty Overtime. Where an overtime posting arises outside the regular duties of the bargaining unit, the overtime will be offered to staff members in accordance with **Article 21.03 (B) and (C)** regardless of classification or assignment.

(c) **Procedure for distribution of overtime for Parking staff:**

- (A) Bargaining unit members with less than three (3) months employment, will be considered last for overtime duties.
- (B) With the exception of (A) above, overtime is offered first to employee in a classification with the least amount of overtime hours worked,

cancelled by the employee after acceptance, and refused combined.

Reasonable amount of overtime for the duration of this contract means sixty (60) hours per year in the case of Schedule "A" employees and fifty (50) hours per year in the case of Schedule "B" employees.

"Reasonable" as defined above cannot be construed as a guarantee of overtime hours to be assigned.

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

21.05

(a) Overtime shall be calculated on the following basis:

48-Hour Week

48 hours scheduled and worked, any hours in excess of 48 hours paid at time and one half.

42-Hour Week

42 hours scheduled and worked, any hours in excess of 42 hours paid at time and one half.

40-Hour Week

40 hours scheduled and worked, any hours in excess of 40 hours paid at time and one half.

36-Hour Week

36 hours scheduled and worked, any hours in excess of 36 hours paid at time and one half.

(b) 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, or the actual hours of the call-in or confirmation which was initially agreed to by the Employee/Employer whichever is greater. This clause shall not be applicable when an employee is instructed to report early for or stay after a regular shift, however those hours worked shall be paid at one and one half (1½) times the Basic Hourly Rate. This clause will not be applicable if an employee is notified of cancellation of the overtime at least twenty-four (24) hours prior to the scheduled overtime.

21.06 A meal allowance of \$12.00 (September 1, 2023, \$12.50) 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) accepts an overtime shift with less than twenty-four (24) hours' 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 twelve (12) months in advance and will send this same schedule by e-mail to each bargaining unit member. This is for the convenience of both the University and the employees. Seventy-two (72) hours 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 seventy-two (72) hours 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.

21.08

- (a) Employees may bank lieu time in place of overtime, provided that such requests are made to the Supervisor, and noted on the time sheet for the overtime worked. There shall be no splitting of the overtime hours between lieu and paid hours. If the employee does not request lieu time, then the normal pay procedure will apply. Employees may accrue a maximum of one hundred and twenty (120) hours as lieu time each fiscal year. At April 30th of each year, any employee who has accumulated lieu time hours, but has not taken the time off, shall receive payment for the outstanding hours in the next pay period. However, an employee may carry forty-two (42) hours over to the next fiscal year to be taken as time off during the following May, June, July, or August, provided that the employee has submitted a written request by April 1st and has received approval from his or her immediate supervisor. Lieu time other than the carryover cited above, is to be taken at a time mutually agreed upon between the employer and the employee provided that the Manager has reviewed the request at least five (5) days in advance of the time requested. Operational requirements of the department shall be deemed of prime importance.
- (b) All Special Duty Overtime must be paid out and may not be banked.

(c) Employees who have accumulated lieu time and have an urgent need for requesting a payment of the accumulated lieu time will be subject to the following conditions:

1. The request must be made by the employee to their supervisor, and approved, a minimum of two (2) weeks prior to the scheduled pay day.
2. The request must be for a minimum of ten (10) hours.
3. Such requests may be made by an individual employee a maximum of two (2) times in any fiscal year.

21.09 The confirmation of overtime prior to the first pay date of each fiscal year shall be based on seniority.

ARTICLE 22 - WAGES

22.01 **Wages** - "Basic Hourly Rate" shall be as noted on Schedules "A", "B" and "C" attached as part of this Agreement. Rates will be increased as follows:

- Effective September 1, 2021 1%
- Effective September 1, 2022 1%
- Effective September 1, 2023 1%

22.02 In the event that a position not covered in Schedule "A", Schedule "B" or Schedule "C" 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.

22.03 (a) If a Security Official I, II, or 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:

- (i) receive an additional \$2.50 per hour over the Basic Hourly Rate, for all hours worked on such assignment; and
- (ii) remain a member of the bargaining unit; and
- (iii) 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 Official I's or Parking Enforcement Officers filling a supervisory position in accordance with this Article may:

- (i) within the first twenty-eight (28) days of such an assignment, only, apply for bargaining unit overtime positions;
 - (ii) effective the 29th day of such an assignment, may only compete for supervisory overtime positions.
- (b) If an employee is temporarily filling a higher-paying classification than the employee's present classification the employee shall receive the higher rate of pay provided the employee works a minimum of one (1) continuous hour in any one (1) day in the new classification.

22.04 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 \$1,200 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.

22.05

- (a) 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 \$0.75 (September 1, 2023, \$0.85) per hour shall be paid for all hours worked in the shift.
- (b) Where the hours worked starting Saturday at 12:00 a.m. and ending Monday at 12.00 a.m. a shift premium of \$0.65 per hour shall be paid for all hours worked in the shift.

ARTICLE 23 - HEALTH AND SAFETY

23.01

It is the joint responsibility of the University, the Union and the employees to promote a safe and healthy environment in which to work. As most health hazards and personal injuries in the workplace are preventable, the prevention of such incidents requires the continuation of an active Joint Health and Safety Program, consistent with the applicable safety legislation of the Province of Ontario. The Union and the University will continue to participate in their Joint Health and Safety Committee, with a view to adopting and carrying out adequate procedures and techniques

intended to promote accident prevention and safe working habits by employees, management and union representatives.

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. It is understood that the safety footwear shall be black in colour. Upon providing the University with proof of purchase in the form of a receipt satisfactory to the University, employees will be reimbursed up to \$450, per two (2) calendar year period, against the purchase of said footwear, including eligible PACT footwear for PACT riders, at the beginning of the year.

23.02 Joint Uniform Committee

The University and Local 1356-1 shall form a Joint Uniform Committee consisting of a maximum of four (4) members, with equal representation from each Party, including representatives from Security and Parking. The Committee shall meet at least once per year or more frequently as required. The Committee shall discuss issues of concern to either of the Parties and proposed changes to uniforms.

ARTICLE 24 - GENERAL

24.01 Employees' Personnel Files

An employee, accompanied by a Union Steward if the employee so wishes, shall have the right to examine the employee's personnel file located in the Department of Human Resources 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 the designated Manager.

24.02 Tuition Fee Waiver Program

Employees and retirees shall be eligible to participate under the terms of the Tuition Fee Waiver Program as amended from time to time.

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

Senior Management representatives of Facilities Services, Ancillary Services and Community Safety Department and Non-Academic Employee Relations. The committee shall only function in an advisory capacity, 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. One member who is not scheduled to work shall be paid four (4) hours at their basic hourly rate to attend the meeting. No more than one (1) security member from the same squad can attend the meeting at the same time.

The Committee shall recognize one member designated by the Union and one member designated by the Employer to act as Joint-Chairs. Each party will be responsible for bringing forth agenda items for the meeting. The minutes of the meeting shall be recorded by an appointee from Employee Relations. The minutes will be reviewed by members of the Committee at the next meeting prior to their approval.

This Committee shall meet at least once every two (2) months.

Ad hoc meetings may be called at the request of either party. Such requests shall be made, in writing, and shall include the proposed agenda. Where either party has indicated, in writing, that there is an urgent matter requiring an ad hoc meeting, the parties agree to hold

the meeting within two (2) weeks of receipt of the request.

24.05 Normal retirement date shall be the first of July coincident with or next following attainment of age 65.

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

24.07 It is agreed that no current bargaining unit member will lose employment with the University as a direct result of the University contracting out work normally performed by members of the Bargaining Unit.

24.08 If an error regarding an employee's base pay is made by the University when issuing an employee's pay cheque, normally the error will be corrected through an off-cycle direct deposit as soon as possible. All other errors will be corrected in the subsequent pay period.

Errors regarding overtime and lieu time payments of less than \$100.00 will be compensated for in the next regularly scheduled pay period.

24.09 An Employee who works after the University has suspended operations will be compensated at a rate of one and one-half (1½) times the Employee's regular rate of pay, in addition to the Employee's normal pay for that time worked. This will bring the total compensation for the time worked to two and one-half (2½) times the Employee's regular rate of pay.

24.10 Any courses, seminars, retraining, retesting or medicals required by the University to confirm or maintain qualifications for the employee's current position shall be at the expense of the University.

24.11 The University will provide suitable uniforms. The wearing of uniforms shall be a condition of employment.

24.12 Statutory Licensing Requirements

(a) All employees required by legislation to be licenced under the Private Security and Investigative Services Act, 2005, must hold a valid licence. An employee who does not hold a valid licence may not continue to work in such a position and the University will have no obligation to provide alternate work to any such incumbent employee. An employee may elect to go unpaid or use vacation, lieu, or personal credits to cover any regular scheduled shifts.

Such an employee is required to provide proof of their licence to the Director, Security Services or designate upon request and at each renewal date.

An Employee who no longer holds a valid licence under the Act may request a prompt meeting to discuss the situation with the Union and the Employer.

Where an incumbent employee's licence is suspended as a result of a work related incident and the University determines in its sole discretion that the suspension is not due to any fault of the

employee, the University will determine an appropriate reassignment or place the employee on a paid leave during the period of suspension. Otherwise the employee shall be held out of service without pay during the period of suspension.

Employees will be reimbursed for the provincial Security Guards licence renewal fee.

Employees will be reimbursed for the actual provincial Security Guards licence renewal fee upon presentation of proof of licence renewal, or for those who legally require a dual Guards/Investigators licence, the actual cost of such licence upon presentation of proof of licence renewal.

- (b) All Schedule "B" employees are required to hold a valid Municipal Law Enforcement Officer (MLEO) Certification. An employee who does not hold a valid MLEO certification, may not continue to work in such a position and the University will have no obligation to provide alternate work to any such incumbent employee. An employee may elect to go unpaid or use vacation, lieu, or personal credits to cover any regular scheduled shifts.

24.13 The Parties agree to establish a Joint Training Program Committee, which shall include up to three (3) persons from the bargaining unit appointed by the Union, at least one (1) of whom will be from Parking and one (1) from Security, and up to three (3) representatives of the Employer. The Parties may agree in writing to increase the number of representatives. 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 programs for members of the bargaining unit. The Employer shall allocate five thousand dollars (\$5,000) during each calendar year to meet agreed-upon objectives. Any unused funds will be carried over to the next year.

The above programs shall include programs designed to support employees who are required by the province to be tested for the purpose of license renewal.

Any training funded under this Article in order to assist employees to pass a test required under the Act shall be voluntary and the employee may obtain such training from other sources. Any such training taken by the employee outside of normal working hours shall not qualify as paid time for any purpose under this Agreement including **Article 21.02**.

24.14 Practice for Legal Representation

The parties recognize that the University has a Practice for CUPE Local 1356-1 Members Regarding Legal Representation for Job Related Criminal Prosecutions. The Union shall be consulted regarding any amendments made to the Practice from time to time.

ARTICLE 25 - TECHNOLOGICAL CHANGE

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

For the purposes of this Article, technological change shall mean the introduction of new equipment, new material, or a change in the manner in which the University carries on its operations that are related to the introduction of the equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee in CUPE 1356-1.

In the event the University decides on the introduction of a technological change which may affect the terms of employment of a CUPE 1356-1 employee, it shall notify the Union, in writing, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification shall be given at least ninety (90) days before such introduction.

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

If requested, the University shall review and discuss at the Labour Management Committee issues identified by the Union arising from an intended change.

In the event that the employee is not suitable for the above mentioned re-training, or that there is no available position **Article 7 - Seniority** will apply.

ARTICLE 26 – CORRESPONDENCE

26.01 Except where otherwise provided, official communications in the form of correspondence between the University and the Union shall be delivered as follows:

To the University

Director,
Non-Academic
Employee Relations
Department of
Labour Relations
York University
4700 Keele Street
Toronto, Ontario
M3J 1P3

Fax: 416-736-5703

To the Union

President,
Canadian Union of
Public Employees
Local 1356-1
Box 18
Central Mailroom
Curtis Lecture Hall
Toronto, Ontario
M3J 1P3

Fax: 416-736-5439

E-mail:

cupe1356@yorku.ca

or as notified by the corresponding party.

ARTICLE 27 – DURATION AND MODIFICATION

27.01 This Agreement shall continue in force from September 1, 2021 until August 31, 2024, 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.

SCHEDULE "A"

CLASSIFICATION	Sept. 1/21 BASIC HOURLY RATE	Sept. 1/22 BASIC HOURLY RATE	Sept. 1/23 BASIC HOURLY RATE
Senior Security Official 1 - Investigations - Information Systems & Statistics - Glendon - Campus Relations Official - Squad Leader	\$32.08	\$32.40	\$32.72
Security Official - Security Access Control	\$30.48	\$30.78	\$31.09
Security Official I (2901 hours onwards)	\$28.39	\$28.67	\$28.96
Security Official II (1451-2900 hours)	\$26.50	\$26.77	\$27.03
Security Official III (1450 hours)	\$23.37	\$23.60	\$23.84
Security Watch Official	\$21.64	\$21.86	\$22.07

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 five hundred and twenty-five (525) hours worked in the relevant classification.

SCHEDULE "B"

CLASSIFICATION	Sept. 1/21 BASIC HOURLY RATE	Sept. 1/22 BASIC HOURLY RATE	Sept. 1/23 BASIC HOURLY RATE
Parking Enforcement Officer I*	\$26.20	\$26.46	\$26.73
Parking Team Leader	\$28.22	\$28.50	\$28.79

An employee who is temporarily assigned to a Parking Team Leader role shall receive the applicable rate of pay of the Parking Team Leader

SCHEDULE "C"

CLASSIFICATION	Sept. 1/21 BASIC HOURLY RATE	Sept. 1/22 BASIC HOURLY RATE	Sept. 1/23 BASIC HOURLY RATE
Senior Equipment Officer	\$30.92	\$31.23	\$31.54
Equipment Officer	\$27.74	\$28.02	\$28.30

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 five hundred and twenty-five (525) hours worked in the relevant classification.

APPENDIX "A"

It is agreed that for all bargaining unit employees in Schedule A 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

7.09 (g) A scheduled working day will consist of one (1) scheduled twelve (12) hour shift period.

Article 11 - Jury and Witness Duty

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

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 - 7:00 p.m. December 24 - 7:00 a.m. December 25 shall be deemed to fall on December 25.

e.g. Shift - 7:00 p.m. December 25 - 7:00 a.m. December 26 shall be deemed to fall on December 26.

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 and one half (2½).

Day Shift (day of the Holiday), to be paid for twelve (12) hours at the basic hourly rate of pay, times two and one half (2½).

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 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: 7:00 a.m. - 7:00 p.m. It is understood however that the requirement to report for duty, in uniform and ready to work, at the commencement of shift 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.

LETTER OF INTENT CRITICAL INCIDENT SUPPORT

The Parties recognize that from time to time staff are required to deal with incidents which may cause a high degree of stress. In order to ensure that all staff are effectively supported at such times, the University undertakes to establish training opportunities for staff supervisors and managers with respect to Critical Incident Support.

When critical incident support is required for bargaining unit members, the Employer will arrange for the appropriate support to be offered.

LETTER OF INTENT MERGER AND AMALGAMATION

The University is unaware of any intent to merge or amalgamate with any other body.

However, in the event the University is made aware in advance of any proposed merger/amalgamation, and is given an opportunity to offer commentary on such a merger or amalgamation, the University will undertake to discuss with the Union in advance of and during such merger/amalgamation.

LETTER OF INTENT SECURITY SERVICES REVIEW

The Parties recognize that the University has initiated a Security Services Review led by a panel of internal experts to undertake a review of York University's Security Services and to develop an alternative security services model for the University.

The Security Services Review is a commitment and action identified in the University's Action Plan on Black Inclusion, following consultations with members of York University's Black community. Central to the review process will be anti-racism, equity, diversity and inclusion. The review will take a critical and holistic approach to enhancing safety and security at York to address issues of concern and establish an alternative security services model.

The Security Services Review internal expert panel is comprised of individuals with experience and knowledge of anti-racism, equity, diversity, and inclusion (EDI), law enforcement and social policy, with lived experiences working with the York community and a desire to be allies in advancing this work. In addition, an external consultant has been hired to support the consultations and internal panel as they develop recommendations and options for a new security services model.

In anticipation of a number of recommendations and initiatives that arise from the Security Services Review, the Parties are committed to working together on collaborating and discussing opportunities for effecting a positive approach to enhancing safety and security at the University.

LETTER OF UNDERSTANDING COMMUNICABLE DISEASES

The Parties recognize that from time to time staff may be exposed to communicable diseases. In order to ensure that every reasonable precaution for the protection of employees is taken, the University will liaise with the Toronto Public Health Authority regarding recommended protocols and ensure that the Joint Health and Safety Committee is advised.

LETTER OF UNDERSTANDING HEALTH AND SAFETY

York University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation and, where appropriate, through development and implementation of additional internal standards, programmes and procedures.

York University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or the health and safety of others.

York University and the Union acknowledge that a joint health and safety committee can only be successful when everyone in the workplace is committed to their responsibilities. Therefore, the parties agree to cooperate in ensuring that they their respective responsibilities pursuant to OHSA. The University and Union agree to work together constructively.

It is further agreed that the Union may only submit a grievance should the University fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified in **Articles 8** and **9** of the Collective Agreement.

LETTER OF UNDERSTANDING JOB SHADOWING

From time to time, the Employer may create temporary training or job shadowing opportunities. Such training or job shadowing shall be defined as a temporary assignment for three (3) months or more, whether continuously or intermittently, to work alongside another member of the bargaining unit in a higher or equally rated position, for the purpose of learning to perform the duties of that position.

Such job shadowing opportunities shall be posted as per Article 16. It is agreed that Articles 16.04, 16.05, 16.06, 16.09, and 16.10 shall not apply.

Employees who are job shadowing shall be paid at the rate of the classification they are shadowing.

Employees who are being shadowed shall receive an honorarium of \$100.00 at the end of each such period of being shadowed.

LETTER OF UNDERSTANDING HOURS OF WORK AND OVERTIME

It is agreed that for all bargaining unit employees in the Security Guard classifications working twelve (12) hour shift schedules, Hours of Work and Overtime will be in accordance with the "Averaging of Hours of Work for Overtime Pay Purposes" certificate issued by Ministry of Labour, August 29, 2013.

**LETTER OF UNDERSTANDING
SECURITY SERVICES E AND F
SHIFT SCHEDULES – HOLIDAYS**

The following provisions shall apply to employees normally assigned to E and F shift schedules:

- (a) Such employees will be offered the option to work a maximum of four (4) holidays as per **Article 17.01**.
- (b) It is agreed and understood that such employees will be scheduled for a minimum of their normal scheduled hours of work for the holiday.
- (c) Such employees who move to another regular shift schedule shall no longer have this entitlement regardless of the number of holidays worked up to the date of the employee's schedule change.

LETTER OF UNDERSTANDING STAFFING OF NEWLY OWNED UNIVERSITY BUILDINGS

The University agrees that newly owned buildings for which an occupancy permit has been received during the term of the collective agreement ("new buildings") will be covered by the certificate issued by the Ontario Labour Relations Board dated August 5, 1993.

The Union agrees that, in staffing the new buildings, new classifications may be created for bargaining unit positions.

The Union agrees that the University has the right to contract with outside firms to manage University facilities and that these firms will have all the rights of the University under the terms of the collective agreement to manage CUPE staff.

EXTRA HOURS OF WORK AGREEMENT

In accordance with section 17 of the *Employment Standards Act, 2000* ("Act"), the parties agree as follows:

1. The Union agrees on behalf of each employee in the bargaining unit that the Employer may permit him or her to work beyond his or her regular work day to the maximum allowed by the *Act* and beyond forty-eight (48) hours per week to a maximum of seventy-two (72) hours per week.
2. However, scheduling of extra hours still must be in accordance with the overtime provisions of the collective agreement and will be on a voluntary basis.
3. The parties agree that this agreement may not be revoked prior to September 1, 2024 except with the parties' mutual consent or a change in legislation.
4. The work week, for the purpose of calculating extra hours of work, will be considered to be from Sunday to Saturday.

LETTER OF UNDERSTANDING EQUITY, DIVERSITY & INCLUSION (EDI) COMMITTEE

1. The Union and the Employer agree to maintain an EDI Committee, which will consist of three representatives of each party, to be determined by each party; an effort will be made by the parties to ensure diverse representation by members of equity seeking groups on the Committee. A representative of each party shall be designated as joint Co-Chairs. By mutual agreement of the parties, the Committee may invite additional participant(s) to attend a meeting in order to respond to questions or provide their expertise as it pertains to an agenda item. Each party may also designate up to one additional person on the committee whose role shall be to support that party's representatives on the Committee.
2. The Committee will meet quarterly on dates as mutually agreed to by the Co-Chairs.
3. The Committee's mandate will be to make recommendations to the Union and the Employer through the Labour Management Committee (LMC) with respect to:
 - a. The elimination of systemic barriers to allow for equitable employment opportunities within the bargaining unit.
 - b. The pursuit of equity group representation (as determined by Internal Self-identification representation data) in the bargaining unit that is consistent with External Availability Data.
4. Definitions
 - a. Internal Self-identification Representation Data: refers to

the self-identification data collected via self-identification surveys of current employees conducted by the Employer.

- b. External Availability Data: refers to the most recent Statistics Canada data for Federal Contractors Program Equity Groups applicable to occupations in the bargaining unit.
- c. Federal Contractor Program (FCP) Equity Groups: refers to women, racialized groups (visible minorities), Indigenous peoples (Aboriginal peoples), and persons with disabilities; and
- d. 2SLGBTQIA+: The parties have defined 2SLGBTQIA+ as an Equity Group in this LOU and wish to eliminate any systemic barriers to allow for equitable employment opportunities within the bargaining unit for this Equity Group. The inclusion of 2SLGBTQIA+ as an Equity Group will not interfere with the Employer's Federal Contractor Program obligations.

5. Data: The Employer, on an annual basis, will provide to the Committee, the equity data that it has available with respect to the bargaining unit, using the definitions set out above as a guide.

6. Reporting: The Committee will report on its activities to the Labour Management Committee, no less than once every two years, and more frequently as mutually agreed to by the Co-Chairs.

7. Committee Work: Members of this Committee shall be given reasonable time off during normal working hours

without loss of pay to prepare for and attend committee meetings, as approved by the committee and subject to operational considerations.

8. Education: The parties recognize that education is a crucial component of equity work. Members of the committee shall be given reasonable time off without loss of pay to attend relevant York University-provided training upon request, subject to operational considerations.

LETTER OF UNDERSTANDING SQUAD CHANGES

The parties agree to determine a mutually agreeable process on a trial basis for the duration of the collective agreement 2021-2024, for squad changes within the same classification, prior to a vacancy being posted.

LETTER OF UNDERSTANDING SHIFT SWAP

The parties agree to extend the Memorandum of Settlement re shift swap (attached as MOS – S-07-03-2020). In addition to shift swap as per the letter, employees may request longer-term/recurring shift swap for definite periods of time at a minimum of one month not to exceed three months. Such shift swap will be subject to the written approval of the Assistant Operations Manager or Operations Manager.

This Letter of Understanding will be in effect for the duration of the 2021-2024 Collective Agreement and will expire unless expressly renewed by the Parties.

LETTER OF UNDERSTANDING PARKING OPERATIONS SHIFTS

The Parties agree to meet to discuss the feasibility of varied start/end times for employees in Parking Operations.

LETTER OF UNDERSTANDING POST RETIREMENT BENEFITS

Whereas Article 20.05(a) provides for a retiree benefit;

AND Whereas Article 20.05(b) sets out the amount of the total Employer contribution with respect to the retiree benefit described at Article 20.05(b)

NOW Therefore the parties agree as follows:

1. If during the life of the parties' 2021-24 collective agreement the cost of the retiree benefit set out at Article 20.05(a) exceeds the Employer contribution at Article 20.05(b), the Employer will continue to provide the benefit, including as may be required, through the use of any available carry-forwards;
2. If the circumstances described in paragraph 1 occur, the parties will meet to discuss how to address such circumstances in the future.
3. This Letter of Understanding will expire with the expiration of the parties' 2021-24 Collective Agreement and will be without prejudice and without precedent to future or other matters between the parties.

LETTER OF UNDERSTANDING WAGE RE-OPENER

The Parties hereby understand and agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 ("Bill 124") is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to August 31, 2024), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer's financial positions.

This Letter of Understanding will expire on August 31, 2024.

IN 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

CUPE LOCAL 1356-1

Kathryn Aim

Rocco Biafore

Aldo Altomare

Colleen Ferreira

Pamela Boyce-Richard

Dzimitry Holubev

Sherrie Jin

Stephen Horner

Rebecca Paul

Walter Silva

Yakov Sluchenkov

Cinthia Primmer

Daniel Smith

Rene Saint Andre

Seetha Wigneswaran

Dated this 6th day of July, 2022 in Toronto, Ontario.

