

COLLECTIVE AGREEMENT

between



YORK UNIVERSITY

and



**YORK UNIVERSITY STAFF ASSOCIATION/
L'ASSOCIATION DU PERSONNEL DE L'UNIVERSITÉ YORK**

UNIT 2

2003 - 2006

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UNIT 2

Effective dates: March 1, 2003 – February 28, 2006

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ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its Employees represented by the Union and to set forth an Agreement over employment relationships. The Parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 2 - MANAGEMENT FUNCTIONS

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

ARTICLE 3 - RECOGNITION

- 3.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated December 2nd 1996, the University recognizes the Union as the exclusive bargaining agent for all its Employees employed within a twenty (20) km radius of the City of Toronto employed for not more than twenty-four (24) hours per week and performing office, clerical, laboratory or technical work save and except those exclusions set out in the above noted certificate, a copy of which, with the "Clarity Note", is attached as Schedule "A".

The University also recognizes the Union as the exclusive bargaining agent for all Employees performing YusApuY bargaining unit work between one (1) and thirty-five (35) hours per week for up to three (3) months.

- 3.02 (a)** A part-time Employee shall be defined as an Employee whose work-week is normally no more than twenty-four (24) hours performing YusApuY bargaining unit work with a specified end date. (See Pay Schedule "A" for wage rates.)
- 3.02 (b)** An interim Employee shall be defined as an Employee employed for a period of up to three (3) months working between one (1) and thirty-five (35) hours per week performing YusApuY bargaining unit work. (See Pay Schedule "B" for wage rates.)

The three- (3) month period of employment of an interim Employee may be extended upon notification and with the agreement of the Union, in writing, such as in cases where the individual is replacing a continuing Employee who is absent for an indeterminate period, or to assist in the accommodated return to work by a continuing Employee. In cases of sick leave or leave of absence, where the Employee does not return as originally planned, the Union agrees to a special three (3)-week extension with the provision that the Union is notified in advance in writing of the change in circumstances and future plans for the position, including any request for a further extension. Such requests for extension will be for no more than three (3) months from the end of the original three (3)-month contract and must be agreed to by the Union. The Union will respond expeditiously to such requests.

ARTICLE 4 – NO HARASSMENT/DISCRIMINATION

- 4.01 (a)** The Employer and the Union agree there shall be no discrimination, interference, restriction, 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, ancestry, place of origin, and/or nationality, beliefs, colour, ethnic origin, citizenship, creed, sex, gender, age, political or religious affiliations, sexual orientation, record of offences, marital status, family status, handicap, immune status,

nor by reason of membership or non-membership or activity or lack of activity in the Union.

- (b) The Parties agree that, except where statutory provisions of Ontario or Canada stipulate otherwise, Employees in same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

4.02 No Employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.

4.03 The Parties are committed to fostering a working environment, including accommodation, that is free from discrimination and harassment in accordance with the Ontario Human Rights Code.

4.04 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment, and agree to take all possible and appropriate action to foster such an environment.

4.05 Sexual harassment shall be defined as:

- (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (b) expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance, and/or
- (c) expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
- (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

4.06 The Parties agree to foster a harassment-free workplace.

4.07 Harassment in the workplace includes:

- (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 his or her behaviour is likely to create an intimidating or hostile workplace environment.
- (b) Retaliation or threat of retaliation against an individual who makes a harassment complaint.

Disciplinary action by the Employer is not, in and of itself, harassment.

- 4.08 (a)** A grievance concerning the alleged breach of this Article may be submitted directly at Step 2 (**Article 8 – Complaints/Grievances**) of the grievance process within fifteen (15) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.
- (b)** Where an Employee has filed a formal complaint through the Centre for Human Rights and Equity, the time restrictions for filing a grievance as it pertains to the complaint will be considered suspended through the processing of the complaint by the Centre.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 5.02** In the event that any Employees of York University, other than YusApuY Employees engage in a lawful strike or are locked out, Employees covered by this agreement shall not perform work normally done by those Employees.

ARTICLE 6 – UNION MEMBERSHIP

- 6.01** Each Employee who is a member of the Union on the date this Agreement is ratified shall remain a member.
- 6.02** The Employer will deduct each month from the salary of each bargaining unit member, a sum equal to the monthly Union dues and/or assessments as certified to the Employer from time to time by the Treasurer of the Union. The Employer shall remit the dues so collected to the Union by the last day of the month of collection, accompanied by a list of names, payroll numbers, position titles, hourly rate, employment status, sex, total hours worked during that month, and departments of Employees from whose salaries dues have been deducted. This list shall be provided in both printed and electronic form.
- 6.03** The Union shall be advised each month of all persons hired, changes in classification (including temporary promotions), transfers between departments, terminations, addresses and sex of new persons hired and changes of names and addresses, from the previous month. The list shall be provided in both printed and electronic form.

ARTICLE 7 - UNION REPRESENTATION

- 7.01** In order that no individual Employee or group of Employees shall undertake to represent the Union without proper Union authorization, the Union shall provide the Employer, in writing, with the names, departments and locations of all its Union representatives mentioned within this Agreement. The Employer shall recognize such representatives only from the date of receipt of such notice, however such representatives shall not normally be eligible for time off from work to attend to Union business earlier than three (3) working days following receipt by the Employer of such notice. The Employer shall recognize that Executive Board members identified to the Employer as Officers may perform the same duties as Union Stewards.
- 7.02** The Union acknowledges that its representatives have their duties to perform as Employees of the Employer, and agrees that such persons shall not request nor be granted unreasonable amounts of time off from work to attend to Union business as provided for in this Agreement. If more than one (1) representative works in the same department, the Employer may not be able to release more than one (1) of them at any one (1) time for meetings contemplated in this Article. If an Employee is elected/appointed to more than one (1) Union position, and in the supervisor's opinion there may be operational difficulties in the amount of release time which may be required to attend to such Union business, the Parties shall meet in a Labour/ Management meeting to attempt to devise a mutually agreeable schedule of release time.
- 7.03** The Union's designated representatives on University committees, and members of Union committees specified in this Agreement, shall suffer no loss of normal pay while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer. Representatives may in addition be granted reasonable time off without loss of normal pay in order to investigate the circumstances surrounding an Employee's grievance or alleged grievance and to confer with the Employee concerned. It is understood that this clause applies to meetings held during the Employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond or commencing prior to the Employee's normal working hours. **[See Letter of Understanding: Joint Committees.]**
- 7.04** Any representative needing time off during their normal working hours to attend to Union business as allowed for in this Agreement, shall request permission from their supervisor, as far in advance as possible, and such permission shall not be unreasonably withheld. If permission is granted the Employee shall report back to the supervisor immediately upon return.
- 7.05** The Employer will recognize the President, First Vice-President, Chair of Bargaining, and up to four (4) members of YusApuY Unit 2 as the Bargaining Committee who shall be given time off during normal working hours without loss of pay while attending negotiation meetings with the Employer.

- 7.06 (a)** The appropriate representatives shall be permitted to meet with new Employees, any time prior to completion of probation, for the purpose of explaining the benefits and duties of Union membership. With respect to part-time Employees, this meeting may be scheduled during working hours and, where this is the case, it shall be arranged in advance on a basis mutually agreeable between the Union and appropriate manager. Such meetings shall not exceed twenty (20) minutes.
- (b)** Newly hired interim Employees shall, following their University orientation meeting, be directed to the YusApuY office for purposes of enabling them to meet with a Union representative.
- 7.07** Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to the existing Labour/Management Committee consisting of three (3) Union and three (3) Employer representatives. **[See Letter of Understanding: Joint Committees.]**
- 7.08 (a)** The Employer agrees to grant, without loss of normal salary if scheduled to work, a two (2)-hour lunch period to Employees in the bargaining unit for purposes of attending a ratification meeting for this Agreement.
- (b)** The Employer agrees to grant, without loss of normal salary if scheduled to work, a one (1)-hour period to attend one (1) General Meeting immediately following the Unit 1 General Meeting. Sufficient time will be allowed between these meetings to allow Unit 1 Employees to return to work.

For these meetings, YusApuY Unit 2 members who work at locations other than the Keele campus will be allowed reasonable additional time for travel, not to exceed one (1) hour, in order to be in attendance at the Keele campus.

- 7.09 (a)** The Employer agrees that an Employee may have a Union Steward present at a meeting, initiated by management, where performance issues of a serious nature which may result in future disciplinary action will be discussed. The purpose of this meeting will be clearly stated in the written or electronic meeting notification.
- (b)** The Employer agrees that an Employee may have a Union Steward present at a meeting initiated by the Employee, the purpose of which as clearly stated in the written or electronic meeting notification, is to discuss the Employee's assigned responsibilities and/or performance in the workplace.
- (c)** The Employer agrees that two (2) or more Employees in a unit may have a Union Steward present at a meeting initiated by the Employees, the purpose of which as clearly stated in the written or electronic meeting notification, is to discuss the Employees' assigned responsibilities and/or work-related concerns.

ARTICLE 8 - COMPLAINTS/GRIEVANCES

MEDIATION CAN BE USED AT ANY STEP DURING THE
COMPLAINTS/GRIEVANCES PROCESS
- SEE **ARTICLE 9 - MEDIATION/ARBITRATION**

- 8.01 (a)** For the purpose of this Agreement “grievance” shall mean any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any Employee bound by this Agreement or between the Employer and the Union.
- (b)** Saturdays, Sundays, and Holidays (**Article 21.01 - Paid Holiday**) will not be counted in determining the time within which any action is to be taken or completed under the Complaints/Grievances and Arbitration Process.
- (c)** Any of the time allowances set out in this Article may be extended, if mutually agreed to, in writing, by the Parties.
- (d)** Mediation can be used at any step during the Complaints/Grievances process.

Complaints/Grievances shall be dealt with in the following manner:

Complaints Process

- 8.02** An Employee may request a meeting to discuss a complaint. At such a meeting an Employee may be accompanied by a Union Steward, and will meet with the Employee’s manager or designate, who may be accompanied by another manager or designate, at a time to be set by the manager. This discussion shall be requested by the Employee no later than fifteen (15) working days after the Employee became aware, or reasonably ought to have been aware, of the circumstances giving rise to the complaint. By agreement of those present, additional **Article 8.02** meetings may be scheduled. The manager’s or the designate’s reply shall be given to the Employee and the Union Steward, if requested to attend, no later than five (5) working days following the last discussion.

Grievance Process

- 8.03** Grievance **Step 1**: With the exception of a grievance that may be submitted directly at **Step 2** as provided for in this Agreement, no grievance shall be deemed to exist unless there has been a meeting as provided for in **Article 8.02** above, at which both a Union Steward and a manager is present. If the complaint is not resolved at this meeting it shall be set forth in writing on a grievance form provided by the Union, signed by the Grievor and a Union Steward and given to the manager. The written grievance shall be submitted no later than ten (10) working days following

receipt of the manager's or the designate's reply provided for in **Article 8.02** above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. A **Step 1** meeting shall be scheduled and normally held within ten (10) working days of the filing of the **Step 1** grievance. The meeting shall include the Employee, a Union Steward, and the Employee's manager and another manager. The manager shall give a written **Step 1** reply to the Union, with a copy to the Employee, no later than ten (10) working days following the **Step 1** meeting.

- 8.04** Grievance **Step 2**: If the grievance is not settled at **Step 1** it shall be submitted in writing to the Director, Non-Academic Employee Relations no later than five (5) working days following receipt of the **Step 1** reply. This grievance shall be signed by the Employee and the Chair of the Grievance Committee or designated representative. The Director, Non-Academic Employee Relations or designated representative and the appropriate management representatives shall meet to discuss the grievance with the Grievor, a Union Officer and other appropriate Union representatives. The **Step 2** meeting shall normally be held within thirty (30) working days of the filing of the **Step 2** grievance. The Employer's written **Step 2** reply shall be given no later than five (5) working days following the **Step 2** meeting.
- 8.05** If a grievance is not settled at **Step 2**, it may be taken to Arbitration as provided for in **Article 9 - Mediation/Arbitration**.
- 8.06** The Parties agree to follow the Complaints/Grievances Process in accordance with the steps, time limits and conditions contained herein. If, at any step, the Employer's representative or the manager fails to give a written reply within the required time limit, or fails to give a response as required in **Article 8.02**, the Union may submit the grievance at the next step. Unless the Union proceeds to the next step in the Complaints/Grievances/Arbitration Process in accordance with the time limits and conditions, the grievance shall be deemed to have been resolved.
- 8.07** A group grievance shall be 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 a common relief, and shall be submitted by the Union directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.
- 8.08** A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement, and shall be submitted by the Union directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after the Union became aware of the circumstances giving rise to the grievance.

- 8.09** The Parties agree that a Grievor or Grievors shall be given sufficient release time paid by the Employer, from their work duties and responsibilities in order to attend the grievance preparation meeting(s) and the grievance meeting(s). The Employee will give his/her supervisor reasonable notice of any such scheduled meetings.

ARTICLE 9 - MEDIATION/ARBITRATION

- 9.01** The Union and the Employer agree to undertake a mediation process to assist in resolving differences or disputes arising between the Parties to this Agreement based upon the following:
- (a)** Mediation can be used at any step during the Complaints/Grievances process.
 - (b)** The local manager and the Employee or Steward must agree to use mediation, subject to the agreement of the Parties.
 - (c)** The local manager and the Employee or Steward must agree on the specific mediator, subject to the agreement of the Parties.
 - (d)** The costs of the mediation shall be borne equally by the Employer and the Union.
 - (e)** Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the Parties.
 - (f)** If a mutually acceptable resolution is not reached, the grievance will proceed to the next step in the Complaints/Grievances and Arbitration Process.
- 9.02** The Parties agree to develop a list of mutually agreed upon mediators. The Employer and the Union may agree to seek the assistance of a mediator from this list prior to an arbitration hearing.
- 9.03** The Parties agree to develop a list of five (5) mutually agreed upon Arbitrators by October 1st, 1998. Once this list has been established, the Parties agree to have three (3) pre-arranged dates with each Arbitrator during each twelve (12) month period beginning October 1, 1998 on which arbitrations may be heard. The order in which cases will be heard shall be determined by the Parties as soon as is practicable.
- 9.04** If a grievance is not settled at **Step 2**, it may be taken to arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by the President of the Union and given to the Director, Non-Academic Employee Relations no later than fifteen (15) working days following receipt of the Employer's written reply as required in **Step 2 (Article 8 - Complaints/Grievances)**.

9.05 In the latter case:

- (a)** The written notice shall contain the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought from the arbitration board or a mutually agreed upon sole arbitrator or an arbitrator from the list referred to in **Article 9.03**.
- (b)** If the matter is to proceed to a three (3)-person board, the written notice shall also contain the name and address of the Union's appointee to the board. The Employer shall notify the Union of the name and address of its appointee to the board no later than ten (10) working days following receipt of the Union'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.
- (c)** If the matter is to proceed to a mutually agreed upon sole arbitrator, the written notice shall also include suggested name(s) of arbitrator(s). The Employer shall confirm its agreement with the Union's suggested name(s), or in the absence of such agreement, shall provide the name(s) of suggested arbitrator(s) to the Union. In either case, the Employer shall reply in writing no later than ten (10) working days following receipt of the Union's written notice.

9.06 The arbitrator or the arbitration board shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the Parties to this Agreement. The Arbitrator or arbitration board shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.

- 9.07 (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)/mediation.
- (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 shall be borne equally by the Parties.

ARTICLE 10 - SENIORITY

- 10.01** An Employee attains seniority upon completion of the probationary period (see **Article 15.01 - Probation**), however seniority, on completion of probation, shall be calculated in hours worked, beginning **September 7, 1997**, or for those hired after that date, from the date of hire.
- 10.02** If eight (8) consecutive calendar months elapse during which an Employee works no hours, all seniority will be lost and the employment relationship terminated.
- 10.03** The Employer shall provide the Union with a current seniority list by July 1 each year. The list will include the current salary and other items listed in **Article 6.03 – Union Membership**.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01** All Employees shall be accompanied by a Union Steward on the occasion of a meeting with no more than two (2) representatives of management, unless otherwise agreed to by the Parties, where discharge, reprimand, suspension, demotion or other disciplinary action is to be discussed.
- 11.02** An Employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than five (5) working days following the meeting. This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to the YusApuY office and the Director, Non-Academic Employee Relations and placed in the Employee's Employee file in the hiring department.
- 11.03 (a)** If twelve (12) months elapse without further similar related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
- (b)** If 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 file.
- 11.04** A grievance concerning a discharge or suspension without pay may be submitted directly at Step 2 to the Director, Non-Academic Employee Relations (**see Article 8 – Complaints/Grievances**) no later than five (5) working days following receipt of the letter provided for under Article 11.02 above.

ARTICLE 12 - JOB POSTING

- 12.01** If a hiring unit elects to fill a bargaining unit position, which will last more than one (1) month it will be posted in the hiring unit, with a copy of the posting sent concurrently to Human Resources. Human Resources will maintain a binder of these postings. A copy of this binder will be sent to the Union in October and June of each calendar year.
- 12.02** The posting will indicate the hiring unit, contact person, job classification and job title, estimated number of hours or hours per week, a start and end date for the position, the number of vacancies, if more than one, qualifications and/or preferred qualifications, expectations of the position and the location for submitting applications.
- 12.03** It is recognized that any member of YusApuY Unit 2 may apply for these postings, provided that the Employer shall not be required to consider an Employee who has not completed their probationary period, or who already is employed in a bargaining unit position and does not intend to resign from that position if the application is successful.
- 12.04** Employees applying for a position shall submit an application package consisting of a resume and an application form available in the Department of Human Resources or the hiring unit. The application form will have an area for the applicant to indicate they are a member of the Union. Application packages must be submitted to the location cited on the job posting. It is recognized that most positions will be filled during the summer and early September but application packages will be accepted on an ongoing basis. New positions and vacancies will be posted in the local areas when needed.
- 12.05** The hiring unit will first consider applications on file from members of YusApuY Unit 2 with seniority and selection shall be based on relevancy of experience, qualifications, York student status and competency. Only where two or more applicants are relatively equal with respect to skills and demonstrated ability shall seniority determine the selection. York student status may be used as a determining factor in the hiring process.
- 12.06** If there are no qualified applicants with seniority, the hiring area may consider applications on file from applicants who are not members of the bargaining unit.
- 12.07** Applications from bargaining unit members kept on file, by the Hiring Unit, will be considered for appropriate vacancies to the end of the current academic (Fall/Winter) session. At the conclusion of this period, the Hiring Unit may elect to remove the applications on file.
- 12.08** Pursuant to **Article 12.02(k)** of the YusApuY Unit 1 collective agreement, where no YusApuY Unit 1 applicant has been deemed qualified, and the search is extended, it is acknowledged that due consideration will first be given to applicants from YusApuY Unit 2.

12.09 Should a fully qualified candidate not be readily available, the Employer retains the right to utilize the services of an external hiring agency in order to meet operational requirements of the hiring area.

ARTICLE 13 - CONDITIONS OF EMPLOYMENT

13.01 Employees will be required to abide by the following conditions of employment:

- (a)** To qualify for the provisions of **Article 12.05 - Job Posting** student Employees shall provide proof of enrolment and registration in degree courses at York University prior to the commencement of the Employee's first shift or as soon as practicable. Student status shall end twelve (12) months after the Employee ceases to be enrolled and registered in degree credit courses at York University. Failure to comply, or misrepresentation of student status will result in termination.
- (b)** Part-time Employees may not as a result of holding more than one (1) bargaining unit position exceed twenty-four (24) hours of work in a week unless otherwise agreed to by the Parties. Interim Employees shall not exceed the limit of thirty-five (35) hours of work in a week. Failure to notify either the Union or the Employee's immediate supervisor(s) is grounds for dismissal from at least one (1) of these positions.
- (c)** As a condition of employment, all Employees are required to sign and abide by the terms outlined in the University's "Hours of Work Compliance Form".

ARTICLE 14 - POLICY ON STUDENT HIRING

14.01 The Union acknowledges that the Employer has a policy of preferred hiring for York University students.

14.02 Notwithstanding **Article 14.01** the Employer agrees that all Employees in the bargaining unit as of March 31, 1998, shall have equal priority for job openings within the bargaining unit thereafter.

ARTICLE 15 - PROBATION

15.01 A new Employee shall be considered probationary until that Employee has worked a total of three hundred and twenty-five (325) hours or after six (6) months if the Employee has worked a minimum of one hundred (100) hours in the same hiring unit. Completed hours of work shall be cumulative from academic session to academic session for the purpose of satisfying these provisions.

15.02 Probationary Employees may be laid off for lack of work or discharged during the probationary period at management's discretion based on reasonable standards of performance and suitability.

15.03 (a) When an Employee who has accrued and retained seniority is appointed to a subsequent assignment that Employee shall be deemed to have already satisfactory completed probation.

(b) When an Employee paid according to Schedule A, who has accrued and retained seniority, is appointed to a subsequent higher banded assignment that Employee's salary level will commence at the entry level of the higher banded assignment (include in Schedule A rather than Article 15).

ARTICLE 16 - HEALTH & SAFETY

16.01 (a) York University requires that:

(i) health and safety be a primary objective in every area of operation, and

(ii) all persons utilizing University premises comply with procedures, regulations and standards regulating to health and safety.

(b) The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and shall comply with the current Ontario Occupational Health and Safety Act.

(c) The Employer agrees that occupational health and safety encompasses:

(i) striving for a hazard-free workplace;

(ii) the prevention of work-related injuries and illnesses.

(d) The Employer recognizes the right of workers to be informed about hazards in the workplace, to participate in Health and Safety Committees, to be provided with appropriate training, to be consulted and have input, to receive fair representation by a worker member of the YusApuY Joint Health and Safety Committee and the right to refuse unsafe work consistent with the current Occupational Health and Safety Act.

16.02 (a) **(i)** The YusApuY Joint Health and Safety Committee shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.

- (ii) The Employer agrees to continue education on safety and security procedures for Employees.
 - (b) Incidents and accidents that occur at the workplace shall be reported/investigated in accordance with the York University Accident Response/Investigation program. Copies of the Accident Investigation report will be sent to the appropriate Health and Safety Committee.
- 16.03** Where the wearing of protective clothing (with the exception of safety shoes – Article 16.04), equipment or devices is prescribed by the Occupational Health and Safety Act, or where the Parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.
- 16.04 (a)** Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to \$100.00 each year of the term of this agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.
- (b) The Employer will provide non-prescription safety glasses to Employees who are required to wear them as a requirement of the position.
- 16.05** At the Employee's written request to the Union, the Parties agree to meeting within seventy-two (72) hours in a Labour/Management setting with a view to resolving concerns related to security at work.
- 16.06 (a)** At the Employee's written request to the Union, the Parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing Employee with a view to resolving her concerns relating to her health and safety at work which may also include working with a VDT.
- It is also agreed that, if she so requests, she will be removed from the situation in which she feels at risk – in which case she will be assigned to other duties – until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if her concerns are not then resolved to her satisfaction, she shall, upon her written request, be granted to leave of absence without pay.
- (b) An Employee who is highly sensitive to hazards in the workplace and has concerns about their immediate health and safety should first raise the issue with their supervisor/manager with a view to resolving their concerns. An Employee may be assisted by a worker member of the YusaY Joint Health and Safety Committee any time during this process.
- (c) The Employer shall make every reasonable effort to notify Employees and provide information to Employees of hazards in the workplace prior to the start of a renovation or construction project.

16.07 The Employer shall provide, at the Union's specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety.

The Employer also agrees to notify the Union of testing dates and to allow a worker member of the YusApuY Joint Health and Safety Committee to be present when the tests are performed.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Employees shall be granted leave from work without loss of normal earnings up to a maximum of three (3) consecutive days at the time of death of a parent, spouse, brother, sister, child, current ward, legal guardian or same-sex partner.

ARTICLE 18 - JURY AND WITNESS DUTY LEAVE

18.01 The University shall grant a leave of absence without loss of seniority to an Employee who is subpoenaed as a witness in a civil case in which the University has an interest or who is subpoenaed as a witness in a criminal case or who serves as a juror in any court. The University shall pay to the Employee the difference between normal earnings and the payment received for jury or witness duty, excluding payment for traveling, meals or other expenses. The Employee will present the proof of service and the amount of pay received to the University. It is the responsibility of the Employee to advise his or her supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any court.

ARTICLE 19 - MATERNITY LEAVE

19.01 In cases of maternity or parental leave, an unpaid leave of absence shall be allowed in accordance with the applicable employment standards legislation.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 (a) The normal work-week of part-time Employees shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of twenty-four (24) hours per week.

The normal work-week of interim Employees shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of thirty-five (35) hours per week.

- (b) Part-time Employees in continuous operations, however, may be required to work no more than eight (8) hours per day, exclusive of an unpaid meal break, to a maximum of twenty-four (24) hours per week.

Interim Employees in continuous operations, however, may be required to work no more than eight (8) hours per day, exclusive of an unpaid meal break to a maximum of thirty-five (35) hours per week.

- (c) It is recognized that in specific situation, managers and Employees may mutually agree to individual arrangements, which result in variations of the normal working day, where the Employee and the manager agree, the Employee may take a shortened unpaid meal break of one half (1/2) hour and leave one half (1/2) hour prior to the normal end of their work shift. Where mutual agreement is not reached, the normal working hours of the position shall apply.

20.02 Each Employee shall be entitled to one (1) fifteen (15) minute paid break period in each three and one half (3½) hour work period.

20.03 A shift shall be defined as a period of time worked during the work-day, and shall be deemed to fall on the calendar day in which fifty percent (50%) or more of its hours fall.

20.04 Overtime shall be defined as any period of time worked by Employees at the explicit direction of their supervisor, or manager in excess of the normal working hours in a day, as outlined in **Articles 20.01** and **20.02** above, or in excess of thirty-five (35) hours in a week.

20.05 Overtime shall be compensated by pay at one and one half (1½) times the Employee's regular hourly rate. The Employer agrees to consult with the Union in advance on any Employee who may be required to work in excess of forty (40) hours in a week.

20.06 (a) It is expressly understood that there is no guarantee as to the number of hours to be worked in a week or as to the duration of the assignment. If the University deems it necessary to alter the regular schedule or number of hours to be worked or to terminate the assignment it shall give the Employee as much notice as possible, in writing.

- (b) Where an Employee's regularly scheduled shift is cancelled with less than eight (8) hours notice and the Employee reports for work, the Employee will receive three (3) hours pay at their regular rate.

20.07 Recognizing that the Employer has a policy of preferred hiring for York University students, the Parties acknowledge that students may require time to fulfill the requirements of their academic career. The Employer will not unreasonably deny

requests for such unpaid leave. However, it is understood that the Employee shall make the request, in writing, as far in advance as possible.

ARTICLE 21 - PAID HOLIDAYS

21.01 Subject to **Articles 21.02** and **21.03** the following Holidays shall be granted with pay to Employees at their regular rate for their normal number of daily working hours:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

21.02 Employees will not qualify for holiday pay as set out in **Article 21.04** if:

- (a) the Employee does not work his or her scheduled regular day of work preceding or following the holiday;
- (b) the Employee having agreed to work on a public holiday does not report for and perform the work without reasonable cause.

21.03 Where not provided for by statute, the Employer shall designate the day of observance of paid holidays in the aforementioned clause **Article 21.01**. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

21.04 All Employees who qualify for holiday pay as set out in **Article 21.02** shall receive holiday pay as follows: the total of the Employee's regular wages and vacation pay in the four weeks before the week in which the holiday falls – divided by twenty (20).

ARTICLE 22 - VACATION PAY

22.01 Each Employee shall receive a four (4)% premium on wages paid, in lieu of paid vacation leave.

ARTICLE 23 - GENERAL

23.01 Uniforms

Where the Employer requires an Employee to wear a uniform, the cost of the uniform shall be borne by the Employer.

23.02 Mileage Allowance

Employees shall be eligible under the terms of the Mileage Allowance Policy to be reimbursed according to the policy in effect at the time the expense was incurred.

23.03 In the event that severe weather conditions necessitate the closing of the University on the authority of the President of the University, before the commencement of an Employee's regularly scheduled hours of work, Employees will not be expected to report for work and no salary will be paid.

However, if the University closes due to inclement weather during an Employee's regularly scheduled hours of work, and whereas the Employee has reported to work, the Employee will not suffer any loss of salary for that day's scheduled hours.

Employees who at the explicit direction of management are required to work after the University has been closed will be paid at 1.5 times their regular hourly rate for hours worked.

ARTICLE 24 - CORRESPONDENCE

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

To the Employer:

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

To the Union:

President
YusApuY
Room 65, East Office Building
4700 Keele Street
Toronto, Ontario
M3J 1P3

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall continue in force and effect until February 28, 2006 and shall continue automatically thereafter for periods of one (1) year 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"

- WAGE RATES FOR YusApuY UNIT 2 EMPLOYEES

Effective March 1, 2003

BAND	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3
	0 – 325	326 – 775	776 – 1225	1225+
1	\$7.93	\$8.17	\$8.42	\$8.67
2	\$8.74	\$9.00	\$9.27	\$9.55
3	\$9.84	\$10.14	\$10.44	\$10.75
4	\$10.93	\$11.26	\$11.60	\$11.95
5	\$12.02	\$12.38	\$12.75	\$13.13
6	\$13.18	\$13.58	\$13.99	\$14.41
7	\$15.31	\$15.77	\$16.24	\$16.73
8	\$17.49	\$18.01	\$18.55	\$19.11
9	\$21.86	\$22.52	\$23.20	\$23.90

When an Employee paid according to Schedule A, who has accrued and retained seniority is appointed to a subsequent higher banded assignment that Employee's salary level will commence at the entry level of the higher banded assignment.

SCHEDULE "A"

- WAGE RATES FOR YusApuY UNIT 2 EMPLOYEES

Effective March 1, 2004

BAND	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3
	0 – 325	326 – 775	776 – 1225	1225+
1	\$8.17	\$8.42	\$8.67	\$8.93
2	\$9.00	\$9.27	\$9.55	\$9.84
3	\$10.14	\$10.44	\$10.75	\$11.07
4	\$11.26	\$11.60	\$11.95	\$12.31
5	\$12.38	\$12.75	\$13.13	\$13.52
6	\$13.58	\$13.99	\$14.41	\$14.84
7	\$15.77	\$16.24	\$16.73	\$17.23
8	\$18.01	\$18.55	\$19.11	\$19.68
9	\$22.52	\$23.20	\$23.90	\$24.62

When an Employee paid according to Schedule A, who has accrued and retained seniority is appointed to a subsequent higher banded assignment that Employee's salary level will commence at the entry level of the higher banded assignment.

SCHEDULE "A"

- WAGE RATES FOR YusApuY UNIT 2 EMPLOYEES

Effective March 1, 2005

BAND	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3
	0 – 325	326 – 775	776 – 1225	1225+
1	\$8.42	\$8.67	\$8.93	\$9.20
2	\$9.27	\$9.55	\$9.84	\$10.14
3	\$10.44	\$10.75	\$11.07	\$11.40
4	\$11.60	\$11.95	\$12.31	\$12.68
5	\$12.75	\$13.13	\$13.52	\$13.93
6	\$13.99	\$14.41	\$14.84	\$15.29
7	\$16.24	\$16.73	\$17.23	\$17.75
8	\$18.55	\$19.11	\$19.68	\$20.27
9	\$23.20	\$23.90	\$24.62	\$25.36

When an Employee paid according to Schedule A, who has accrued and retained seniority is appointed to a subsequent higher banded assignment that Employee's salary level will commence at the entry level of the higher banded assignment

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

York University Staff Association,

Applicant

- and -

York University,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOETH CERTIFY York University Staff Association as the bargaining agent of all of Employees of York University employed within 20 km radius of Metropolitan Toronto, employed for not more than 24 hours per week and performing office, clerical, laboratory or technical work, save and except managers, persons above the rank of manager, all academic appointees of the University including faculty, teaching staff, and graduate students, all persons employed in a professional capacity, including those employed in the fields of engineering, accounting, library science, medicine and nursing, all persons employed in student counselling in the classification of counsellor, senior counsellor, counselling officer, student advisor, program supervisor, project supervisor and project associate, all persons paid from other than Operating or Ancillary funds, all persons employed in the Department of Human Resources, and all persons employed outside of the department in the classification of personnel co-ordinator, office manager, personnel assistant and director of accounts and personnel, all persons employed in the offices of the president, vice-presidents, assistance vice-presidents, and associate vice-presidents, Employees employed in the offices of the Secretary of the University and Director of Financial Planning in the classification of Assistant, all assistants and administrative assistants to deans, directors, department chairpersons and college masters, all confidential programmers, students employed during the school vacation period, students hired under a work/study programme and all Employees covered by subsisting collective agreements.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 2nd day of December, 1996.

ONTARIO LABOUR RELATIONS BOARD

T.A. Inniss
Registrar

Clarity Note

Work study programme includes the OSAP work study programme and like need-based programmes, provided the eligibility requirements with respect to financial need and the requirement to be a full-time York University student are identical to, or at least as restrictive as those of the OSAP work/study programme. In no case will the hours worked per week by students in such like programmes exceed fifteen (15) hours.

SCHEDULE "B"

- WAGE RATES FOR INTERIM EMPLOYEES

The following temporary interim wage rates will be effective as of March 1, 2003.

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Junior Clerical/ Non-Clerical	Assembling mailouts, envelope stuffing, sorting mail, intercampus courier, LID, inventory counting, picking, packing, shipping/receiving			
		0 - 325	\$8.88	PR-JC
		326 - 775	\$9.15	JC1
		776 - 1225	\$9.42	JC2
		1225+	\$9.70	JC3
Clerical	Filing, faxing, photocopying, forms processing, phone messages, data entry			
		0 - 325	\$10.69	PR-C
		326 - 775	\$11.01	C1
		776 - 1225	\$11.34	C2
		1225+	\$11.68	C3
Receptionist/ Typist/CSR	Basic computer skills, telephone enquiries, counter enquiries, reception, customer service, cash handling (ie debit, credit cards, float)			
		0 - 325	\$12.83	PR-R
		326 - 775	\$13.21	R1
		776 - 1225	\$13.61	R2
		1225+	\$14.02	R3
			Cont'd next page	

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Administrative Secretary	Intermediate computer skills, scheduling, budgets, telephone enquiries, processing of financial forms, or similar			
		0 - 325	\$14.98	PR-A
		326 - 775	\$15.43	A1
		776 - 1225	\$15.89	A2
		1225+	\$16.37	A3
Technical	Systems Network, maintenance, web design, web maintenance, user support			
		0 - 325	\$17.11	PR-T
		326 - 775	\$17.62	T1
		776 - 1225	\$18.15	T2
		1225+	\$18.69	T3

SCHEDULE "B"

- WAGE RATES FOR INTERIM EMPLOYEES

The following temporary interim wage rates will be effective as of March 1, 2004.

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Junior Clerical/ Non-Clerical	Assembling mailouts, envelope stuffing, sorting mail, intercampus courier, LID, inventory counting, picking, packing, shipping/receiving			
		0 - 325	\$9.15	PR-JC
		326 - 775	\$9.42	JC1
		776 - 1225	\$9.70	JC2
		1225+	\$9.99	JC3
Clerical	Filing, faxing, photocopying, forms processing, phone messages, data entry			
		0 - 325	\$11.01	PR-C
		326 - 775	\$11.34	C1
		776 - 1225	\$11.68	C2
		1225+	\$12.03	C3
Receptionist/ Typist/CSR	Basic computer skills, telephone enquiries, counter enquiries, reception, customer service, cash handling (i.e. debit, credit cards, float)			
		0 - 325	\$13.21	PR-R
		326 - 775	\$13.61	R1
		776 - 1225	\$14.02	R2
		1225+	\$14.44	R3
			Cont'd next page	

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Administrative Secretary	Intermediate computer skills, scheduling, budgets, telephone enquiries, processing of financial forms, or similar			
		0 - 325	\$15.43	PR-A
		326 - 775	\$15.89	A1
		776 - 1225	\$16.37	A2
		1225+	\$16.86	A3
Technical	Systems Network, maintenance, web design, web maintenance, user support			
		0 - 325	\$17.62	PR-T
		326 - 775	\$18.15	T1
		776 - 1225	\$18.69	T2
		1225+	\$19.25	T3

SCHEDULE "B"

- WAGE RATES FOR INTERIM EMPLOYEES

The following temporary interim wage rates will be effective as of March 1, 2005.

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Junior Clerical/ Non-Clerical	Assembling mailouts, envelope stuffing, sorting mail, intercampus courier, LID, inventory counting, picking, packing, shipping/receiving			
		0 - 325	\$9.42	PR-JC
		326 - 775	\$9.70	JC1
		776 - 1225	\$9.99	JC2
		1225+	\$10.29	JC3
Clerical	Filing, faxing, photocopying, forms processing, phone messages, data entry			
		0 - 325	\$11.34	PR-C
		326 - 775	\$11.68	C1
		776 - 1225	\$12.03	C2
		1225+	\$12.39	C3
Receptionist/ Typist/CSR	Basic computer skills, telephone enquiries, counter enquiries, reception, customer service, cash handling (i.e. debit, credit cards, float)			
		0 - 325	\$13.61	PR-R
		326 - 775	\$14.02	R1
		776 - 1225	\$14.44	R2
		1225+	\$14.87	R3
			Cont'd next page	

JOB CATEGORY	DUTIES MAY INCLUDE	HOURS WORKED	SALARY	CODE
Administrative Secretary	Intermediate computer skills, scheduling, budgets, telephone enquiries, processing of financial forms, or similar			
		0 - 325	\$15.89	PR-A
		326 - 775	\$16.37	A1
		776 - 1225	\$16.86	A2
		1225+	\$17.37	A3
Technical	Systems Network, maintenance, web design, web maintenance, user support			
		0 - 325	\$18.15	PR-T
		326 - 775	\$18.69	T1
		776 - 1225	\$19.25	T2
		1225+	\$19.83	T3

However, additional classifications may have to be added and/or further defined and/or amended based upon experience with the new agency.

No additional classification will be established without consultation with the Union.

LETTER OF UNDERSTANDING – INFORMATION EXCHANGE

The Parties agree to meet no later than August 31, 2001 to discuss the process and procedures surrounding Articles 6.02, 6.03 and 12.01.

LETTER OF UNDERSTANDING - JOINT COMMITTEES

The Parties agree that YusApuY representation on Joint and University Committees will not increase as a result of this Agreement.

LETTER OF UNDERSTANDING – PAID LEAVE Interim Employees

An interim Employee, who has completed probation three hundred and twenty-five (325) hours, shall be entitled to one (1) hour of paid leave time for each one hundred (100) worked hours of an interim assignment.

It is understood that this paid leave time may only be taken during the assignment in which it is earned and cannot be accrued from one (1) assignment to another.

Entitlement to these provisions, for Employees who have completed probation, will commence with the start of their first new assignment following ratification of this collective agreement.

The Parties agree to these provisions on an experimental basis during the term of this collective agreement. These provisions shall be subject to review at negotiations.

The Parties will meet at the request of either party to review the operation of these provisions and to discuss any changes that may be appropriate.

LETTER OF UNDERSTANDING - RESEARCH UNITS

The Employer acknowledges that there are certain Employees in the Research Units at York University who engage in office, clerical and technical work. Currently these Employees are funded from a variety of cost centres and are also subject to the requirements of different funding agencies.

The University has currently appointed a Task Force with the mandate, but not limited to, developing a policy on support staff in the Research Units. The University will keep the Union informed of the progress of this Task Force and the Director, Non-Academic Employee Relations will meet with the Union to review any recommendations or policies that pertain to office, clerical and support staff.

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LETTER OF UNDERSTANDING
- ROLE OF YUSA FULL-TIME SUPERVISOR

It is understood that the Parties have a disagreement on the role of certain YUSA full-time supervisors with regard to the members of YusApuY Unit 2.

It is however agreed that YusApuY full-time supervisors will continue to perform their normal duties and responsibilities. If directed to do so, it is also agreed that YusApuY full-time supervisors will provide written reports on these matters.

LETTER OF UNDERSTANDING - WAGE RATES

The Parties agree to discuss anomalous situations and the issue of red-circling part-time Employees as they arise during the life of this contract.

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

YORK UNIVERSITY/
UNIVERSITÉ YORK

YORK UNIVERSITY STAFF ASSOCIATION/
ASSOCIATION DU PERSONNEL
DE L'UNIVERSITÉ YORK

President L. Marsden

J. Grant

G. Brewer

W. Hollingshead

C. McIlveen

B. Malbon

S. Hickman

G. Malfatti

W. Sanginesi

D. Tilling

D. Hansen

B. Rice

I. Lisiak

K. Dalrymple

D. Cappelli

L. Vecchiarelli

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