

# **COLLECTIVE AGREEMENT**

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**between**



**YORK UNIVERSITY**

**and**



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

**1999 - 2000**



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**Effective Dates:**

**Ratification: August 4, 1999**

**Salaries: August 1, 1999**

**Agreement to: July 31, 2000**

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## **ARTICLE 1 - Purpose**

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

## **ARTICLE 2 - Management Functions**

- 2.01** The Union acknowledges that the prime function of the Employer is to provide teaching and research services and facilities to its students and faculty members.
- 2.02** Except as expressly abridged by this Agreement, the Employer shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its employees.
- 2.03** Without limiting the generality of the above, these rights include, but are not limited to the right to:
- (a)** hire, classify, direct, promote, retire, transfer, 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.
- 2.04** In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

### **ARTICLE 3 - Recognition**

- 3.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated December 10th, 1975, and with the inclusion of the former YUSA/APUY Unit 3, (see Memorandum of Settlement dated February 4, 1998), the Employer recognizes the Union as the exclusive bargaining agent of all its employees within a twenty (20) kilometer radius of Metropolitan Toronto performing office, clerical, laboratory or technical work save and except those positions excluded from the above noted certificate.
- 3.02** It is recognized and agreed by the Union that supervisors and managerial staff regularly and normally perform work that is also done by members of the bargaining unit. However, the Employer agrees that such supervisory or managerial staff shall not work in excess of current practice where the results of such action can be shown to be the significant factor leading to the reduction of hours of work or pay or the downgrading of the band/grade/classification of any employee.
- 3.03** No employee shall lose employment with the Employer as a direct result of the Employer contracting out work normally performed by members of the bargaining unit. In the event the Employer is required to transfer any employee so affected to another position within the University **Article 12 - Job Posting** - shall not apply.

### **ARTICLE 4 - No 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, 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 agree to foster a harassment-free workplace.
- 4.04** Harassment in the workplace includes 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.

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

- 4.05** 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.
- 4.06** 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.
- 4.07** A grievance concerning an 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.

#### **ARTICLE 5 - No Strikes or Lockouts**

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

#### **ARTICLE 6 - Union Membership**

- 6.01** Each employee who is a member of the Union on the date this Agreement is ratified shall remain a member.
- 6.02** 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 and departments of employees from whose salaries dues have been deducted.
- 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 Employer agrees to grant, without loss of normal salary, a two-hour lunch period twice during the period August 1, 1999 to July 31, 2000 for the purpose of (a) a General Meeting and (b) an Agreement Ratification Meeting. For these meetings, YUSA/APUY 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. Six (6) members of the Executive Board of YUSA/APUY shall be entitled up to a further six (6) two-hour lunch periods during the period August 1, 1999 to July 31, 2000 for the purpose of attending general membership meetings. In the event that the Union deems it necessary for a further two (2) members to be present at the above-mentioned two-hour lunch period meetings, the Employer agrees to grant the necessary time off without loss of normal salary provided that the Department of Human Resources is advised of their names five (5) working days in advance.
- 7.04** The Union's designated representatives on University committees, and members of Union committees specified in this Agreement, shall suffer no loss of normal salary while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer. Representatives may in addition be granted reasonable time off without loss of normal



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.

- 7.05** Any representative needing time off during normal working hours to attend to Union business as allowed for in this Agreement, shall request permission from their supervisor, as far in advance as possible, and such permission shall not be unreasonably withheld. If permission is granted the employee shall report back to the supervisor immediately upon return.
- 7.06** The Employer will recognize the President and up to seven (7) members of the Union as the Bargaining Committee who shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the evening or night shift will be given time off with pay of three and one-half (3 ½) hours, if the negotiation meeting lasts three and one-half (3 ½) hours or less, and seven (7) hours if the meeting lasts more than three and one-half (3 ½) hours.
- 7.07** (a) The appropriate representative shall be permitted to meet with a new employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed one (1) hour, shall take place during working hours at a time to be approved by the supervisor of the new employee.
- (b) The Employer agrees that an employee may have a Union Steward present at a meeting, initiated by management, the purpose of which, as clearly stated in the meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.
- (c) 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 meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.
- (d) 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 meeting notification, is to discuss the employees' assigned responsibilities and/or work-related concerns.
- 7.08** Recognizing the mutual benefits to be derived from joint consultation, the parties agree to appoint a standing Labour/Management Committee consisting of three (3) Union and three (3) Employer representatives. The Committee shall select, from itself, one (1) Union member and one (1) Employer member to act as joint chairs who shall, alternately, be responsible for preparing and distributing agenda for meetings and presiding over meetings. The Committee shall meet at least once each calendar month and shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions. It shall not have the power to add to, subtract from, or amend the terms of this Agreement, nor shall it handle

grievances. Ad hoc meetings may be called at the request of either party. Such requests shall be made, in writing, and shall include the proposed agenda.

## ARTICLE 8 - Complaints/Grievances

### MEDIATION CAN BE USED AT ANY STEP DURING THE COMPLAINTS/GRIEVANCES PROCESS - SEE LETTER OF UNDERSTANDING - MEDIATION (PAGE 70)

- 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. In addition, for the purposes of **Article 8**, the supervisor shall be defined as a non-YUSA/APUY bargaining unit member (**Article 31.08 - Definitions**).
- (b) Saturdays, Sundays, Holidays (**Article 27.01 - Paid Holiday**) and Grant Days (**Article 27.07**) 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 (see Letter of Understanding - Mediation - page 70).

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

- 8.02** Complaint Step: 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 the matter has been discussed by the employee, accompanied by a Union Steward, and the employee's supervisor, who may be accompanied by another supervisor, at a time to be set by the supervisor. This discussion shall be requested by the employee or a Union Steward no later than fifteen (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 supervisor's reply shall be given to the employee and the Union Steward no later than five (5) working days following the last discussion.

Grievance Process

- 8.03** Grievance **Step 1**: If the grievance is not settled as provided for in **Article 8.02** above, 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 supervisor. The written grievance shall be submitted no later than ten (10) working days following receipt of the supervisor'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 supervisor and another supervisor. The supervisor 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 Manager, 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 Manager, 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 supervisor 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 or reasonably ought to have been aware of the circumstances giving rise to the grievance.

## ARTICLE 9 - Mediation/Arbitration

- 9.01** 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.
- 9.02** The parties have developed a list of four (4) mutually agreed upon arbitrators. The parties agree to have two (2) pre-arranged dates with each arbitrator during each twelve (12) month period. The order in which cases will be heard shall be determined by the parties as soon as is practicable.
- 9.03** 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 Manager, 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)**.
- 9.04** 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 9.02**.
  - (b)** If the matter is to proceed to a three-person board, the written notice shall also contain the name and address of the Union's appointee to the board. The Employer shall notify the Union of the name and address of its appointee to the board 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.
- 9.05** 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.
- 9.06** Each party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator or Chair shall be borne equally by the parties.

## ARTICLE 10 - Seniority

**10.01** 'Seniority' shall mean an employee's length of service, calculated in regular hours worked and divided by one thousand eight hundred twenty (1820) from the appointment date (**Article 31.03 - Definitions**). Seniority shall be affected as described below in **Article 10.02**.

**10.02** Seniority accrual will be affected in the following circumstances:

- (a) The seniority of employees who were in YUSA/APUY Unit 1 positions prior to the ratification of this agreement, where hours of work were other than full-time, (one thousand eight hundred and twenty (1820) hours per year), shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked, except as provided for elsewhere in this Agreement. It is agreed, however, that such employees shall accrue seniority for unpaid hours to a maximum of four hundred fifty-five (455) hours per year. If, for reasons other than layoff, an employee, affected by this article, accepts another position in the bargaining unit, seniority from the date that the employee starts the new position will henceforth be calculated as outlined in **Article 10.01** above, and the provisions of this Article will no longer apply.
- (b) The seniority of employees who were in YUSA/APUY Unit 3 prior to the ratification of this agreement, shall be calculated in accordance with the provisions of **Article 10.01**. Seniority will be calculated from December 2, 1996 or date of appointment to a position in the bargaining unit.
- (c) An employee who takes a leave of absence without pay to fill a full-time position in the Union shall continue to accrue their applicable seniority during such leave.
- (d) Temporary employees may use their accrued seniority to apply for a position as provided for in **Article 12 - Job Posting**, for a maximum of four (4) calendar months after completion of the temporary assignment.
- (e) Employees, while on sick leave, shall continue to accrue their applicable seniority for a period of twelve (12) months or until expiration of sick leave credits, whichever is greater.

See **Articles 19.09 - Sick Leave** and **19.10** for further provisions regarding sick leave.

- (f) Employees on a combined leave (pregnancy and parental) shall accrue their applicable seniority for the duration of such leaves.

See **Article 24.14 - Pregnancy, Parental, Adoption and Paternity Leave** for further provisions regarding combined leaves of absence.

- (g) An employee who accepts a transfer or promotion out of the bargaining unit shall lose their seniority if they do not return to the bargaining unit within one (1) year from the date of such move.
  - (h) An employee who accepted a transfer or promotion out of the bargaining unit prior to October 15, 1987 shall retain any seniority acquired to the date of such move.
- 10.03** The Employer shall provide the Union, no less than once every six (6) months, with an up-to-date seniority list which shall contain the name, sex, salary rate and corresponding job classification level, grade or band, campus address, department/faculty, and position title of each bargaining unit member. The seniority list shall be provided in both printed and electronic form.

### **ARTICLE 11 - Discipline and Discharge**

- 11.01** An employee, other than a probationary employee, shall be accompanied by a Union Steward on the occasion of a meeting with no more than two (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** A Union Steward shall be present on the occasion of a meeting where a probationary employee is to be terminated consistent with **Article 34.01 - New Employees**.
- 11.03** An employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than four (4) working days following the meeting. This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to the YUSA/APUY office and placed in the Employee File in the Department of Human Resources.
- 11.04 (a)** If six (6) months elapse without further similar or related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee File.
- (b)** If twelve (12) months elapse without further similar or related incidents, this letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee File.
- 11.05** A grievance concerning a discharge or suspension without pay may be submitted directly at **Step 2 (Article 8 - Complaints/Grievances)** no later than five (5) working days following receipt of the letter provided for under **Article 11.03** above.

## ARTICLE 12 - Job Posting

Please refer to **Letter of Understanding – Temporary Promotions, Vacancies and Positions.**

**12.01** If the Employer elects to fill a bargaining unit position (see **Article 32 - Employment Category**), the Employer shall endeavour to fill such positions without unreasonable delay. The Union shall be notified of all authorized recruitment requests no later than ten (10) working days after such requests are received by the Department of Human Resources. Such positions shall be posted as soon as possible. However, in the event it appears there will be a posting delay of sixteen (16) or more working days from the receipt of such request, the Employer shall notify the Union, in writing, of the reason(s) for the delay.

**12.02 (a)** Bargaining unit positions shall be posted three (3) times per week - Monday, Wednesday, and Friday, with the exception of statutory holidays and the break defined in **Article 27.07 - Paid Holidays** by each of the following methods:

- i) Post on the job posting board located in the Department of Human Resources and at Glendon campus.
- ii) Record on a telephone voicemail message once per week.
- iii) Post on the Internet via the York University Home Page.

The posting shall indicate band (including a provisional notation if applicable), job title, department, start and end dates, if applicable, salary range, and deadline date for applications. In addition, the posting on the job posting board and the electronic posting shall include the qualifications; these posted qualifications shall clearly reflect the requirements of the position.

**(b)** It is recognized that any employee may apply for any job so posted, providing the Employer shall not be required to consider an employee who has not successfully completed their probationary period, or any applicant who has accepted two (2) or more positions, other than temporary positions, under **Article 12**, in the previous six (6) months, or any employee who would then hold two (2) positions simultaneously.

**(c)** A Job Summary will be available in the Department of Human Resources coincident with the posting. Job Summaries for Glendon postings shall be available at the Glendon campus. Job Summaries for other postings will be available upon request.

- (d) Employees applying for a position shall submit an application package. A complete application package shall consist of the following material:
- i) an application form (available in the Department of Human Resources, at the Glendon campus and via the York University Home Page) completed and signed by the employee; and
  - ii) a résumé; and
  - iii) a covering letter.
- (e) Applicants will not be considered for a position unless they have submitted a complete application package.
- (f) To be considered as internal applicant, an employee's applications must be submitted by the posted deadline date, which is five (5) working days following the first day of posting.
- (g) Employees may authorize the Union to submit an application on their behalf, if they will be unavailable to do so during the posting period. In such situations the employee's written authorization must accompany the application package. It is understood that applicants shall make themselves available within a reasonable period to attend an interview.
- (h) Acknowledgment of receipt of an application package is available by the following methods:
- i) by delivering an application package in person and having it date-stamped by the Department of Human Resources;
  - ii) by self receipt/acknowledgment when using electronic submission;
  - iii) if mailed, by phoning the Department of Human Resources for verbal confirmation.
- (i) The Employer agrees that members of the bargaining unit have priority for all bargaining unit positions over persons outside the bargaining unit and over late applicants. Only where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability shall seniority determine the selection.
- (j) If no qualified applicant has been appointed and where a training period of ten (10) working days or less would allow the unsuccessful applicant with the most seniority to meet the posted qualifications, such training shall be provided at the Employer's expense and shall constitute part of the trial period provided for under **Article 12.05 (a)**.
- (k) If the position cannot be filled under the terms of (i) or (j) above, the Employer may re-post the position or extend the search.
- (l) Unsuccessful applicants shall be notified, by electronic mail (if indicated on the employee's application form) or in writing, no later than ten (10) working days



following the decision being made. Such notification shall include the name of the applicant selected or that the Employer intends to re-post the position, or intends to extend the search. At the request of an applicant who has been interviewed, the designated Advisor or the hiring manager shall provide, in writing, the major reason(s) for the applicant not being offered the position. An applicant who has not been interviewed may contact the designated Advisor to request the major reason(s) for not being offered the position.

- (m) A Job Posting Summary shall be sent to the Union, by electronic mail or in writing, no later than five (5) working days following a decision being made. This notice shall contain the location of the applicable position, the name, seniority date and current band of all bargaining unit applicants, together with the notation and start date of the successful applicant, or the intention of the Employer to re-post the position or to extend the search, together with the reason for this decision.
- (n) If the search is extended, the Employer will not hire a person who does not meet the posted qualifications. In the event an external applicant is hired, the Union shall be notified, by electronic mail or in writing, no later than five (5) working days following the decision being made. Upon written request, submitted no later than ten (10) working days following receipt of the notification of the appointment, the Union shall be provided with information concerning the qualifications of the external applicant selected.
- (o) If an unsuccessful applicant wishes to grieve the decision, a grievance may be submitted by the Union directly at **Step 2 (Article 8 - Complaints/Grievances)** no later than ten (10) working days following the receipt of the notice by the employee as provided for in **Article 12.02 (I)**.

**12.03** If the Employer elects not to fill a bargaining unit position, or discontinues its attempts to fill a posted position, the Union will be notified, by electronic mail or in writing, no later than ten (10) working days following the decision being made and be given the reason(s) in detail.

**12.04** The Employer shall endeavor to complete the selection process without unreasonable delay. In the event that such decision has not been made within thirty (30) working days following the date of the closing of the posting, the Union shall be advised of the status of the selection process and the reason for the delay. Applicants may contact the designated Advisor or the hiring manager to determine the status of the selection process.

**12.05 (a)** When accepting a new job, the employee shall have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the parties. The employee shall receive appropriate job instruction during the trial period. If the employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to the Employer, the employee shall be returned to the former position, if possible, or to one of equal band. However, where practicable, the matter will have been discussed prior to the employee deciding to return. If the employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with the supervisor and the employee accompanied by a Union Steward prior to the decision being reached. In either case, the salary

shall revert to that held immediately prior to the move. The Union shall be notified of any employee returning under this clause and the vacated job shall be re-posted unless the conditions of **Article 12.05** prevail.

In the event that an external applicant has been appointed to, and starts in, a position to which a former incumbent elects to return, or is returned, under the above-noted provisions, the employee so affected shall be entitled to the provisions of **Article 10.02 (d) - Seniority**.

- (b) Any employee accepting a position at the same band or higher shall not suffer any loss of salary as a result of such move.

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

**12.07 (a)** If the posted position becomes vacant within three (3) months of being filled then the Employer shall reconsider the qualified original internal applicants under the following circumstances:

- i) the selected applicant fails to start on the appointed date, without providing a reasonable explanation; or
- ii) the selected applicant leaves or fails to complete the trial period successfully (**Article 12.05 (a)**); or
- iii) the selected applicant fails to complete the probationary period successfully (**Article 34.01 - New Employees**).

(b) The original internal applicants shall be notified of the intention to reopen the selection process and will have the opportunity to update their original application package. The Union shall be notified, by electronic mail or in writing, that the Employer has reopened the selection process no later than five (5) working days following the position becoming vacant. The Union shall also be notified of the selection of an internal applicant, consistent with the provisions of **Article 12.02 (m)**, or that the Employer intends to re-post the position.

(c) Where an external applicant has been the successful candidate and fails to start on the appointed date, or leaves within thirty (30) working days, with the agreement of the parties, the Employer may reconsider other original external applicants only where no bargaining unit members had applied for the position.

- 12.08 (a)** Temporary vacancies, created by the absence of a previous incumbent, may be filled by the appointment first being offered to bargaining unit members within the department on the basis of relevant experience and seniority. Such positions shall not then be posted. In the event a department is unable to fill a temporary vacancy by appointment, the provisions of the **Article 12 (12.01 through 12.07)** shall apply but as modified by the Letter of Understanding – Temporary Promotions, Vacancies and Positions. To be considered an internal applicant for such vacancies, a bargaining unit member must submit a completed application package by the posted deadline date, which is five (5) working days following the first day of the posting.
- (b)** Temporary positions (**Article 32.06 – Employment Category**) shall be posted by the provisions of **Article 12 (12.01 through 12.07)** but as modified by the Letter of Understanding – Temporary Promotions, Vacancies and Positions. To be considered an internal applicant for such positions, a bargaining unit member must submit a completed application package by the posted deadline date, which is five (5) working days following the first day of the posting. Any temporary positions of no less than fourteen (14) hours and no more than twenty-four (24) hours per week, shall be posted under the provisions of the YUSA/APUY Unit 2 Collective Agreement.

**12.09** Employees who receive notice of job closure, or who are bumped out of their position, may have priority over other applicants for vacant position(s).

See **Article 15 - Layoff and Recall**, for an explanation of this process.

### **ARTICLE 13 - Temporary Assignments**

Please refer to **Letter of Understanding – Temporary Promotions, Vacancies and Positions**.

**13.01** The parties recognize the benefits of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through temporary positions and assignments.

**13.02** No bargaining unit member shall be required to accept a position outside the YUSA/APUY bargaining unit without that bargaining unit member's consent.

**Note:** Bargaining unit members accepting a position out of the bargaining unit should consult **Article 10.02 (e) and (f) - Seniority**.

- 13.03 (a)** If an employee is temporarily assigned additional or alternative duties, by the Employer, a Temporary Duties Form (TDF) setting out the additional or alternate duties and the date they are to begin shall be completed and signed by the Manager and Employee. The TDF shall be submitted to the Department of Human Resources to be rated by a Job Analyst. This rating shall be reviewed by a Joint Rating Committee. If the effect of such changes in assigned duties would be to raise the band above the current band of the affected employee, the appropriate Job Rate shall become effective on the date these changes take effect. No employee shall suffer a loss of pay as a result of such change.
- (b)** Temporary assignments shall normally be first offered to bargaining unit members within the department, on the basis of relevant skills and seniority.
- (c)** It is understood that such assignments shall not be used to delay unnecessarily the posting of positions or in lieu of creating bargaining unit positions.
- (d)** A temporary assignment of additional or alternative duties shall not exceed twelve consecutive months.
- 13.04** An employee accepting an appointment to a temporary position shall not suffer a reduction in eligibility for benefits as a result of such move.

#### **ARTICLE 14 - Job Evaluation**

Please refer to <b>Letter of Understanding – Job Evaluation.</b>
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- 14.01** Job Evaluation for bargaining unit jobs shall be jointly developed, maintained and administered by the Employer and YUSA/APUY.
- 14.02** The Employer shall maintain questionnaires for all jobs in the bargaining unit in the Department of Human Resources.
- 14.03 (a)** The incumbent(s), or the manager or the Union may request a re-evaluation thirty (30) months after the most recent rating according to the provisions of **Article 14.04**. If there has been change within the position before thirty (30) months have elapsed, the provisions of **Article 14.06** shall apply. For new positions, the provisions of **Article 14.07** shall apply.
- (b)** A re-evaluation resulting in a change in salary level shall be retroactive to the date the job questionnaire, under **Article 14.04 (c)** or **(d) I)**, was received by the Department of Human Resources. In the event of an upgrade, retroactivity will be at the Job Rate. In the event of a downgrade, the incumbent(s) shall not suffer a loss of salary as a direct result.

**14.04** The re-evaluation procedure shall be as follows:

#### COMPLETION OF QUESTIONNAIRE

- (a)** Requests for re-evaluation of a job will be submitted to the Department of Human Resources. A blank questionnaire will be sent to the incumbent(s) and shall be completed in accordance with **Article 14.04 (c)** or **(d)** below and must be returned within six months from the date of request for re-evaluation. If the questionnaire is not completed and returned to the Department of Human Resources within these timelines the previous rating will be confirmed as the rating of the position.
- (b)** The Employer shall notify the Union within five (5) working days of receipt of all re-evaluation requests. Such notification shall include the name of the incumbent(s), the department/faculty, the name of the manager, the current band level and incumbent(s)' salary per annum if different from Job Rate, and the date the request was received by the Department of Human Resources.
- (c)** The manager and the incumbent(s) may jointly complete a questionnaire, which both will sign, date and submit to the Department of Human Resources. In such cases the steps outlined in **Article 14.04 (d)** will not apply.
- (d)** If the questionnaire is not jointly completed then the re-evaluation procedure shall be as follows:

  - i) the incumbent(s) shall complete all relevant areas of the questionnaire which shall then be submitted to the Department of Human Resources;
  - ii) the Department of Human Resources shall send a copy of the incumbent's (incumbents') questionnaire to the appropriate manager no later than five (5) working days following receipt of the questionnaire;
  - iii) the manager shall complete the "Manager's Comments" section of the questionnaire and return it to the Department of Human Resources no later than fifteen (15) working days following receipt. Otherwise, it shall be deemed that the manager had no comments and the manager and the incumbent(s) shall be so notified;
  - iv) a copy of the returned "Manager's Comments" section, if any, shall be sent to the incumbent(s) by the Department of Human Resources no later than five (5) working days following its receipt by the Department of Human Resources;
  - v) the incumbent(s) shall complete the "Incumbent's Comments" section of the job questionnaire and return it to the Department of Human Resources no later than fifteen (15) working days following receipt. Otherwise, it shall be deemed that the incumbent(s) had no comments and the incumbent(s) and the Manager shall be so notified.
- (e)** Upon completion of the above steps, as appropriate, the questionnaire shall be considered ready for rating by the Joint Rating Committee. The manager shall be

provided with a copy of the returned "Incumbent's Comments" section, if any, at the time of scheduling the rating.

#### **14.05 RATING OF QUESTIONNAIRE**

- (a)** Unless otherwise agreed to by the parties, requests for re-evaluation shall be processed in order of receipt of the completed questionnaire (including comments, if any) by the Department of Human Resources.
- (b)** Joint Rating Committees shall be comprised of two Union representatives and two Employer representatives. Each party shall provide the other with written notification designating their respective representatives. Each party shall be responsible for ensuring its representatives are in attendance when scheduled for rating meetings.
- (c)** Joint Rating Committee members shall not rate jobs located in their respective departments or faculties or where there is a perceived conflict of interest. Whenever possible, one representative from each party shall be from an unrelated work area.
- (d)** Information provided to Joint Rating Committees shall include the completed questionnaire (and Manager and Incumbent Comments, if applicable), details on job history, comparators and ratings of similar positions, organizational charts, job summaries, etc. In the event that, while rating the position, the Joint Rating Committee determines that additional information is required, at least one committee member for each party together shall interview the incumbent and also the appropriate manager.
- (e)** Joint Rating Committees must reach consensus on the rating of a job. Where consensus is reached, the decision of the Joint Rating Committee shall be eligible for appeal (see **Article 14.09**).
- (f)** In the event consensus is not reached, the manager and the incumbent(s) shall be so informed. The Joint Rating Committee shall submit a written summary, outlining the areas of dispute and the rationale for the differing viewpoints. The summary shall be sent to the Union and Employer no later than fifteen (15) working days following the Joint Rating Committee meeting. The job shall be rated again by another Joint Rating Committee which shall not include members of the original Joint Rating Committee.
- (g)** In the event that consensus is not reached by the second Joint Rating Committee, the Committee shall submit a written summary outlining the areas of dispute and the rationale for the differing viewpoints. This summary shall be sent to the Union and the Employer no later than fifteen (15) working days following the second Joint Rating Committee meeting. The matter shall be referred to either the Joint Job Evaluation Steering Committee or a Labour/Management meeting for binding resolution.

#### **14.06 PROCEDURES FOR POSITIONS WHICH HAVE CHANGED WITHIN 30 MONTHS**

- (a)** Those position which have been rated within the previous thirty (30) months from the date of request shall be entitled to re-evaluation only where it can be established that there has been change within the position. This change could include the addition, alternation, or deletion of duties within the position and may include change to the qualifications. Examples of the types of change are included in the Statement of Change

Guidelines. Statement of Change Forms and Guidelines are available from the Department of Human Resources or the Union.

**(b)** There are two (2) ways in which a Statement of Change Form may be completed and submitted:

- i) If both the manager and the incumbent(s) agree that change has occurred, they may jointly complete a Statement of Change Form, which both will sign and date. This completed form will normally be returned within two (2) months of receipt. Upon receipt of the Statement of Change Form in the Department of Human Resources, a blank questionnaire will be forwarded to the incumbent(s) for completion. The terms of **Article 14.04** shall apply.
- ii) If only the incumbent(s) or the manager completes the Statement of Change Form, one copy shall be given to the other person (either manager or incumbent(s) depending on the initiator) and, concurrently, a copy shall be forwarded to the Department of Human Resources within fifteen (15) working days of receipt of the form.

If the recipient (manager/incumbent(s)) agrees with the content then the recipient will sign and return the Form to the Department of Human Resources within fifteen (15) working days. A blank questionnaire will be forwarded to the Incumbent(s) for completion according to the terms of **Article 14.04**.

If the recipient (manager/incumbent(s)) does not agree with the initiator's Statement of Change Form, the recipient will complete the relevant section and return the Form to the Department of Human Resources within fifteen (15) working days. A copy of the completed Form will be sent to the initiator. The completed Statement of Change Form will be reviewed by a Joint Rating Committee to determine whether change has occurred. If change is deemed to have occurred, a blank questionnaire will be forwarded to the incumbent(s) for completion according to the terms of **Article 14.04**.

In the event that the Joint Rating Committee determines that no change has occurred to the position, the incumbent(s) and the manager shall be notified and no further action will occur.

**(c)** The effective date for retroactivity, if applicable, shall be determined by:

**c**

- i) the date the position changed as agreed to on the Statement of Change Form; or
- ii) the date of receipt by the Department of Human Resources of the first Statement of Change Form;
- iii) the date agreed upon between the parties, if there is disagreement as to when the position changed.

#### **14.07 RATING OF NEW POSITIONS**

- (a) When a new position is created, a provisional band level will be assigned to it by the Department of Human Resources and a copy of the Job Summary shall be sent to the Union.
- (b) After the position has been filled, by the same incumbent, for a period of no longer than twelve (12) months, the incumbent will be requested to complete a questionnaire. The Department of Human Resources shall send a blank questionnaire to the incumbent at the end of the ninth (9th) month, to be completed and returned within six (6) months of receipt. With the written agreement of the parties, the questionnaire can be completed earlier than twelve (12) months but no earlier than six (6) months. The evaluation process will then proceed in accordance with **Article 14.04**.
- (c) If the questionnaire is not completed within these timelines, the provisional rating will be confirmed as the rating of the position.
- (d) If the evaluation results in a higher band level than the provisional level salary retroactive to the date of the incumbent's (incumbents') commencement in the position, provided that the duties of the position have remained substantially unchanged. In the event that the manager or incumbent's (incumbents') can demonstrate that the change in band level has resulted from additional or alternate duties which were added to the position following the provisional rating, the parties shall meet to discuss the appropriate date of retroactivity.
- (e) In the event that the evaluation results in a lower band level than the provisional band level originally assigned, the incumbent(s) shall continue to be paid at the higher salary rate.

#### **14.08 NOTIFICATION OF RESULTS**

The Employer shall notify the incumbent(s) and manager in writing of the results of the rating meeting no later than ten (10) working days after the Joint Rating Committee has reached its decision. Such notification shall include individual factor levels assigned; total points; salary level; effective date, if applicable; the department/faculty; and the job title.

#### **14.09 APPEALS PROCESS**

- (a) Criteria for an appeal:
  - 1. identification of identical or substantially similar position(s) which have been rated differently; or
  - 2. an explanation of the occurrence or extenuating circumstances, which may have affected the evaluation; or
  - 3. a violation of **Article 14**.
- (b) The process for requesting an appeal on a job rating will proceed as follows:



Within ten (10) working days of receipt of the rating report, either the incumbent and/or the manager and/or the Union and/or the Compensation Office may submit a request for a review of the rating. Such requests are made to the Union or the Compensation Office and, following receipt, one party shall advise the other no later than five (5) working days following receipt of such request(s). The Union and the Compensation Office will review the documentation and determine if there are sufficient grounds to support an appeal. They will discuss with the manager and/or the incumbent as part of this investigation and shall explain any situations where the review does not support an appeal. At this time the initiator may then withdraw the appeal, if they are satisfied with the explanation, or proceed with the appeal.

**(c) Appeals Committee:**

In the event that this review supports an appeal, based on one or more of the outlined criteria, then the Union and/or the Compensation Office resource person(s) shall present the case to the Joint Job Evaluation Appeals Committee. This committee shall be comprised of two (2) Union and two (2) Employer representatives. Each party shall be responsible for ensuring its representatives are in attendance when scheduled for appeals meetings. The Joint Job Evaluation Appeals Committee members shall not hear cases involving positions located in their respective departments or faculties or where there is a perceived conflict of interest which includes positions for which they were a member of the Joint Rating Committee.

The Joint Job Evaluation Appeals Committee shall attempt to reach consensus. Where consensus is reached the decision shall be final and binding. Where consensus is not reached, a formal vote will be conducted. Resource persons are not eligible to vote. If a vote is tied, then the case shall be directed to either the Joint Job Evaluation Steering Committee or a Labour/Management meeting.

**(d) The possible decision(s) of the Joint Job Evaluation Appeals Committee normally shall be as follows:**

- a) fully re-rate the position;
- b) partially re-rate the position (for one or more factors only);
- c) re-rate the position by the same Joint Rating Committee;
- d) re-rate the position by a different Joint Rating Committee;
- e) deny the appeal.

**(e) No additional compensation or retroactive pay shall be issued, where an appeal request has been filed, until such time as the Joint Job Evaluation Appeals Committee has reached a decision.**

**(f) The Joint Job Evaluation Appeals Committee shall make recommendations and bring concerns to the Joint Job Evaluation Steering Committee regarding the overall operation of the system, identified anomalies and emerging trends.**

**ARTICLE 15 - Layoff and Recall**

Please refer to **Letters of Understanding – Temporary Enhanced Severance Provision and Temporary Layoff and Recall Provisions.**

## **SECTION A: LAYOFF**

- 15.01 (a)** The Employer shall, whenever practicable, keep layoffs to a minimum and, in the event a layoff should occur, agrees to notify the Union, in advance, together with the reason for the decision. The Employer agrees to observe the seniority of employees in connection with layoff and recall and to follow the guidelines for layoff and recall - Section B and C.
- (b)** If the employment category (as per **Article 32 - Employment Category**) of a position changes, the Employer shall so notify the affected employee, in writing, with a copy to the Union together with the reason. The Union and the Employer shall meet with the affected employee within three (3) working days of the employee's receipt of such notice to discuss with the employee the following available options:
- i) the employee may accept the altered position, or;
  - ii) the employee may decline the altered position, in which case the terms of this Article shall apply, except that such employee may not elect to be placed in or to bump into a position with the same hours as the altered position. The employee will inform the Employer within five (5) working days which option has been selected.
- 15.02 (a)** In the event of a layoff the affected employee may elect to take severance pay or may choose priority placement in a vacant position in the same band for which the employee is qualified.
- (b)** Severance Pay: If the option of severance pay is chosen, such pay will be provided at the rate of one (1) weeks' 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). Such pay shall be in addition to any monies paid under **Article 15.03 - Layoff and Recall**. The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of receipt of such monies.
- (c)** If placement in a vacant position in the same band for which the employee is qualified is not available the employee shall select one (1) of the following options:
- severance pay;
  - placement as specified in **Article 15.11 - Layoff and Recall** below;
  - layoff without bumping.

- (d) If the employee chooses not to accept placement in a vacant position in the same band, the employee may choose to be on layoff at the expiration of the notice period or may choose severance pay in accordance with **Article 15.02 (b) - Layoff and Recall** above.

**15.03** Employees affected by layoff shall continue to work during the Advisory Notice period and/or the formal notice period unless otherwise agreed to between the parties. Employees shall be granted reasonable time off during this period to seek other employment. If employees accept priority placement or bump into positions at a lower band, during the formal notice period, such employees shall continue to receive their former normal salary and benefits until the formal notice period ends. In addition, if their own or comparable work is not available during the Advisory Notice period, employees shall suffer no loss of their normal salary and benefits for the duration of the notice period. However, in such instances, the Union and the Employer shall meet with the affected employee to consider advance priority placement prior to receipt of the formal notice. If an employee accepts a position at a lower band through this placement, such employee shall continue to receive their former normal salary and benefits until the notice period ends. If priority placement is not available at this time it will remain as an option available to the employee at the time of the formal notice.

**15.04 (a)** While on layoff an employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans, if a plan member prior to layoff. For the first three (3) months of layoff the employee may continue to pay the employee's regular portions of the applicable premiums to the Employer, in advance, monthly. For the balance of the layoff, not to exceed nine (9) months, the employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans by paying the total cost of the applicable premiums to the Employer, in advance, monthly, subject to the provisions of the plans.

(b) Seniority shall continue to accrue during the layoff period. Employees affected by layoff shall not lose their employment relationship during the layoff period if they elect to take temporary positions within the University during the layoff period. If an employee elects to take such a position, the employee shall be entitled to the provisions of **Article 32.06 (e) - Employment Category** for any portion of the four (4) calendar months which exceeds the employee's layoff period.

**15.05** The employment relationship of any employee who has been laid off for a period of twelve (12) or more consecutive months, shall be terminated.

**15.06** As a direct result of layoff or attrition no employees shall have their regular workload increased beyond a reasonable level.

**15.07** A return date shall be recorded on separation certificates issued to Sessional Employees, to avoid difficulties in their application for Employment Insurance Benefits.

**15.08** A grievance concerning a layoff may be submitted directly at **Step 2 (Article 8 - Complaints/Grievances)** no later than ten (10) working days following receipt of the formal written notice unless a grievance had been previously submitted within ten (10) working days of receipt of the Advisory Notice.

## **SECTION B: GUIDELINES FOR LAYOFF**

- 15.09 (a)** In the event of a layoff, as distinct from a bump brought about by a layoff, the Department of Human Resources shall give employees who would have nine (9) or more years seniority, as defined in **Article 10.01 - Seniority**, at the date of such employee's position becoming redundant, written Advisory Notice six (6) months prior to that date. Concurrently a copy of such notice shall be sent to the Union. The Union and the Employer shall make every effort to hold a general information meeting with the affected employee no later than five (5) working days following the employee's receipt of such notice.
- (b)** The Department of Human Resources shall give employees affected by the layoff provisions of this Article formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act. Concurrently, a copy of such notice shall be sent to the Union. The Union and the Employer shall meet with the affected employee no later than three (3) working days following the employee's receipt of such notice to discuss with the employee the option of either priority placement in a vacancy in the same band for which the employee is qualified, or the option of severance pay. The employee will, within three (3) working days, inform the Employer which option has been selected.
- (c)** An employee identified in **Article 15.09 (a)** above who requires a reasonable amount of retraining or skills-updating in order to qualify for a possible vacancy during that employee's formal written notice period shall be eligible for such training. The training required will be determined by the Department of Human Resources after discussion with the employee and the Union and will occur during the employee's Advisory Notice period and, when possible, shall be held during normal working hours. An employee shall be given time off with pay to attend such a training session(s).

- 15.10 (a)** If the employee elects priority placement, the Job Posting procedures, as outlined in **Article 12 - Job Posting**, shall be suspended for those positions at the applicable band, and in the same employment category, as defined in **Article 32 - Employment Category**, for a period of five (5) working days from the date the employee informed the Employer of the election of the priority placement option.
- (b)** Priority Placement - An employee having accepted this option shall be considered as an applicant for all available vacant positions in the same band. Unless the Employer can reasonably show that the employee does not meet the posted qualifications the employee shall be considered as qualified for such position.
- 15.11** If priority placement in the same band is not available and the employee does not choose the option of severance pay, the employee may choose to:
- (a)** bump into a position, if qualified, in the same band where the incumbent has the least seniority at that level; or
- (b)** be placed, if qualified, in a vacant position in a lower band; or
- (c)** if option (b) above is not available, bump into a position, if qualified, in a lower band where the incumbent has the least seniority at that level; or
- (d)** elect layoff.
- 15.12** The parties agree to waive the thirty (30) day trial period provided in **Article 12.05 (a) - Job Posting** for employees who are affected by layoff.
- 15.13** The Employer shall inform an employee at the commencement of layoff of the available means of accessing job posting information. It will be the responsibility of the employee to notify the Department of Human Resources should the employee wish to be considered as an applicant for a position posted in accordance with **Article 12 - Job Posting**.
- 15.14** For a period of twelve (12) months following the commencement of layoff an employee shall be eligible to participate under the terms of the Academic Fee Waiver Policy in effect at the time of that employee's layoff.

### **SECTION C: RECALL**

- 15.15** For a twelve (12) month period following the termination of the formal written notice period the employee shall be recalled if:
- (a)** the position from which the employee had been laid off is re-activated; or
- (b)** the position from which the employee had been bumped becomes vacant.

- 15.16** Notice of recall shall be made by registered mail to the last address of the employee known to the Employer. A copy shall be sent to the Union office. It shall be the responsibility of employees to keep the Department of Human Resources informed of their current addresses.
- 15.17** The employment relationship of any employees failing to notify the Employer of their intention to return to work following a layoff within six (6) working days of the date on a registered recall letter mailed to their last address as set out in the Employer records, shall be terminated unless the employee has a satisfactory reason for failing to respond.
- 15.18** The employment relationship of any employees who, having notified the Employer of their intention to return to work as provided for in this Article, fail to return to work within three (3) working days of their scheduled return, shall be terminated unless the employee has a satisfactory reason for failing to respond.

### **ARTICLE 16 - Technological Change**

- 16.01** The parties recognize the concerns that employees may have regarding the impact of technological change upon terms and conditions of employment. To help in alleviating these concerns the Employer agrees with the involvement of employees in decisions affecting these conditions and, when practicable, will include Union representation on appropriate committees established to address such matters.
- 16.02** For the purpose of this Article, technological change shall mean the introduction of new equipment or material or a change in the manner in which the Employer carries on its operations that is related to the introduction of that equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee.
- 16.03** In the event the Employer decides on the introduction of technological change it shall notify the Union, in writing, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification will be given at least three months before such introduction.
- 16.04** This written notice shall provide such relevant information as is available to the Employer at the time of notification. It shall contain pertinent data including: the nature of the change; the date on which the Employer intends to effect the change; the approximate number and classification of employees likely to be affected by the change and the effects the change may be expected to have on the working conditions and terms of employment of such employees.
- 16.05** If requested, the Employer shall meet with the Union no later than thirty (30) days following receipt of such request to identify problems arising from this intended change and to discuss possible solutions.

- 16.06** Any employee affected by such technological change shall, during normal working hours and at the Employer's expense, be given the opportunity for a reasonable amount of retraining. The purpose of the retraining is to equip that employee for the operation of the new equipment or procedure in a position, at the same salary level, if such a position is available. In the event that the employee is not suitable for the above mentioned retraining, or that there is no available position, **Article 15 - Layoff and Recall** shall apply.
- 16.07** The Employer recognizes that the introduction of a change in software may result in a period of adjustment during which time the affected employee(s) will require familiarization with or training in the changed software and shall therefore provide appropriate training or familiarization as required.

### **ARTICLE 17 - Training**

- 17.01 (a)** The parties recognize the benefits of a well-trained, mobile workforce and acknowledge the organizational and individual benefits to be obtained through staff training. Training shall be understood as an ongoing means of enabling employees to maximize their skills and abilities. Employees who wish to attend courses offered during working hours by the Joint Training Programme and/or the Microcomputer Training Centre must have the approval of their supervisors. However, each bargaining unit member shall be granted a minimum of one (1) Initiatives course per year at a time to be agreed upon by the employee and the manager. Employees will not suffer a loss of normal pay while attending agreed upon training programmes.
- (b)** Employees may request to learn new skills that are not required in their current position but are offered through the Staff Development Office, Department of Human Resources. The supervisor shall not reject such a request because the training is outside the scope of the employee's position. However, it is understood an employee shall not request unreasonable time off for such training.
- (c)** Departmental operating requirements shall be the major consideration in granting or rejecting such requests, which shall not be unreasonably withheld. A grievance concerning the application of this provision may be submitted directly at **Step 2 (Article 8 - Complaints/Grievances)** and will be heard within seventy two (72) hours of the receipt of the grievance.
- 17.02** The parties agree to establish a Joint Training Programme Committee which shall include up to three (3) persons from the bargaining unit appointed by the Union, and up to three (3) representatives of the Employer. The mandate of this Committee, which shall be jointly chaired, shall include, but shall not be restricted to, the development, implementation and evaluation of individual and/or group programmes for members of the bargaining unit. The employer shall allocate \$50,000 during the period of August 1, 1999 to July 31, 2000 to meet agreed upon objectives.
- 17.03** The Employer will also make available to the Union \$12,500 during the period August 1, 1999 to July 31, 2000 for Union developed programmes. It is understood and agreed to

by the Union that any such programmes will not duplicate any developed under **Article 17.02** above, unless otherwise agreed to by the parties in writing. If such training takes place during working hours prior approval for such leave must be obtained from the employee's supervisor. Monies will be paid from this fund to the Union upon receipt by the Employer of an itemized invoice. In addition, the parties may agree to offer programmes for the benefit of YUSA/APUY bargaining unit members from any accumulated surplus in the fund.

- 17.04** Unused funds allocated under **Article 17.02** and **Article 17.03** above shall be carried over into the appropriate current fiscal years.

### **ARTICLE 18 - Health and Safety**

- 18.01** The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the current Ontario Occupational Health and Safety Act.
- 18.02** Health and Safety Committees shall participate in the design and evaluation of training programmes to increase the awareness of Health and Safety issues within the University community.
- 18.03** Where the wearing of protective clothing (with the exception of safety shoes - **Article 18.04**), equipment or devices is prescribed by the Occupational Health and Safety Act, or where the parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.
- 18.04** Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to \$100.00 within the term of this Agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.

Employees who are required to wear safety glasses may be eligible for benefits under Vision Care - **Article 29.01 (e) - Employee Benefits and Pension Plans**.

- 18.05** The Employer recognizes that employees working directly with VDTs are concerned about those working conditions peculiar to these operations that include the layout and design of suitable furniture and equipment and the Employer will continue to work towards meeting these concerns. The parties therefore agree to comply with the terms set out in **Appendix B - Ergonomic Standards** to this Agreement.
- 18.06** At the employee's written request to the Union, the parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing employee with a view to resolving her concerns relating to her health and safety at work which may also include working with a VDT. It is also agreed that, if she so requests, she will be removed from the situation in which she feels at risk - in which case she will be assigned other duties - until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if her concerns are not then resolved to her



satisfaction she shall, upon her written request, be granted a leave of absence without pay.

- 18.07** The Employer will grant, up to a total number of fourteen (14) days per contract year, time off with pay for current members of the Health and Safety Committee to attend health and safety education or training sessions conducted in Ontario. These sessions will be selected by the Union and the time off approved by the Employer subject to receipt of reasonable notice. The parties shall share the cost of any registration fees and/or travelling expenses equally.
- 18.08** The Employer shall provide, at the Union's specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health or safety. The Employer also agrees to notify the Union of testing dates, and, to allow a Health and Safety representative to be present when the tests are performed.

### **ARTICLE 19 - Sick Leave**

- 19.01** Employees shall accrue a sick leave credit of one and one half (1½) days at the end of each calendar month of employment, starting from the appointment date, except for those months in which they are absent in excess of fifteen (15) normal working days other than on approved paid leave (excluding sick leave). Unused sick leave credits shall accumulate from year to year.

Please refer to <b>Articles 32.04 Employment Category and 32.05</b> regarding pro-rating of sick leave for the various employment categories.
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- 19.02** Employees are eligible for sick leave if they are prevented, by personal sickness or injury for which Workplace Safety and Insurance Board compensation is not payable, from performing their normal duties. Employees are also eligible for sick leave when prevented from attendance at work in order to attend a sick child, spouse, parent, parent-in-law, brother or sister who is dependent upon the employee for health care. Employees may use sick leave to attend a medical appointment and shall, whenever possible, notify the supervisor three (3) working days prior to the appointment. The requirements for medical proof outlined in **Article 19.03** below shall apply.

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

- (a) have sufficient sick leave credits, including the current month's credits;
- (b) have contacted their supervisor to explain their absence prior to the start of the first shift missed, if possible, otherwise within one (1) hour of the start of the first shift, if possible;
- (c) in the case of an absence exceeding one (1) week, keep their supervisor informed at least weekly of the anticipated date of return;

- (d) when requested to do so, provide proof of sickness that is acceptable to the Employer in the form of a certificate signed by a legally qualified medical practitioner;
- (e) when requesting a medical certificate as noted above, the Employer shall, whenever possible, notify the employee of this request prior to the employee's return to work.

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

- 19.04** The Employer may request an employee to provide an acceptable certificate of fitness to return to work, signed by a legally qualified medical practitioner. When requesting this, the Employer shall, whenever possible, notify the employee of this request prior to the employee's return to work. Such certificate, if requested, shall be provided by the employee upon return to work following an absence of five (5) or more working days.
- 19.05** Employees absent due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, shall continue to be paid their normal day's pay through the Employer's Payroll until their accumulated sick leave credits are exhausted. Sick leave credits will be deducted at a rate consistent with the Workplace Safety and Insurance Act, with the Employer arranging 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, employees shall notify the Employer of their intention to do so one (1) week in advance and shall also provide proof acceptable to the Employer in the form of a certificate signed by a legally qualified medical practitioner, of their fitness to perform their regular duties.
- 19.06** Sick leave with pay shall not be granted to employees in respect of a period during which they are absent on a pre-arranged leave of absence without pay, or on layoff, or on any form of paid leave except vacation as provided for in **Article 28 - Annual Vacations**.
- 19.07** Seniority shall accrue for a period of twelve (12) months or until expiration of sick leave credits, whichever is greater (**Article 10 - Seniority**).
- 19.08** Employees returning from sick leave that has not exceeded twelve (12) months shall be re-instated in their former position unless the provisions of **Article 19.10** apply.
- 19.09** Employees returning from a sick leave exceeding twelve (12) months shall provide the Employer with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner. Upon provision of this certificate employees may use their seniority for a maximum period of twelve (12) months to obtain a position as provided for in **Article 12 - Job Posting** unless the provisions of **Article 19.10** apply. Provided that employees make every reasonable effort to obtain bargaining unit employment, employees may continue to participate in the Employee Benefit Plans (**Article 29.01 - Employee Benefits and Pension Plans**) during this twelve (12) month period.

Such employees will pay the Employee portion and the Employer portion of the applicable premiums in advance, monthly, to the Employer for any full month in which they do not work, subject to the provisions of the Plans.

- 19.10** Temporary employees who are on sick leave and who are unable to return to work prior to the anticipated termination date of their position, shall be eligible to apply for bargaining unit positions under the provisions of **Article 10.02 (d) - Seniority** after they have notified the Employer that they are fit to resume work. If such employees have been absent for one (1) week or more, the Employer may request an acceptable certificate of fitness to return to work, signed by a legally qualified medical practitioner.
- 19.11** Employees who are absent in excess of three (3) calendar months on unpaid sick leave for which Workplace Safety and Insurance is not payable and/or who have either not applied for Long Term Disability or whose Long Term Disability application has been denied, may continue to participate in the Employee Benefit Plans (**Article 29.01 - Employee Benefits and Pension Plans**). Such employees will pay the Employee portion and the Employer portion of the applicable premiums in advance, monthly, to the Employer for any full month in which they do not work, subject to the provision of the Plans for the duration of the unpaid sick leave to a maximum of nine (9) months.
- 19.12** In the event that an employee has no more sick leave credits, the Employer will allow the employee to use vacation or personal leave as replacement.

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

- 20.01** The Dean, Department Head or authorized representative may approve a leave of absence without pay up to a maximum of twelve (12) months. Requests for a leave of absence exceeding twelve (12) months must be submitted to the Executive Director, Human Resources with a copy to the appropriate Dean, Department Head or authorized representative.
- 20.02 (a)** An employee wishing to apply for a leave of absence without pay shall submit a written request stating the purpose and duration of the leave at least twenty (20) working days before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/rejecting such leave, which shall not however be unreasonably withheld. A written reply will be given no later than ten (10) working days following receipt of the request. Any leave so granted is only valid within the department that granted the leave.
- (b)** A leave of absence without pay, other than a sick leave will not normally be granted more than once in any three (3) year period in any one unit.
- (c)** Notwithstanding the above, a request for a leave of absence without pay of up to six (6) months for the purpose of attending to unforeseen dependent child care shall not be unreasonably denied. Employees shall give as much notice as possible. Employees shall request such leave in writing to the Dean, Department

Head or authorized representative, with a copy to the Union. This request shall include the reasons for the leave and the anticipated duration of the leave.

The parties agree that such leave shall be deemed to have commenced upon submission of such written request. The Dean, Department Head or authorized representative shall reply in writing, with a copy to the Union, no later than three (3) working days following receipt of the written request. A grievance regarding the denial of such leave may be submitted directly at **Step 2 (Article 8 - Complaints/Grievances)** no later than five (5) working days following receipt of the reply.

Every reasonable effort shall be made to hold a **Step 2 (Article 8 - Complaints/Grievances)** meeting no later than ten (10) working days following receipt of the grievance and the parties agree that the leave of absence shall continue pending the final outcome of the grievance.

- 20.03** If a leave of absence does not exceed three (3) months an employee shall continue to accrue seniority. The Employer and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (**Article 29.01 - Employee Benefits and Pension Plans**). On return to work, employees shall be reinstated in their former position.
- 20.04** If a leave of absence does exceed three (3) months, seniority shall be frozen and not accrue beyond the three (3) month period. Employees may continue to participate in the Employee Benefit Plans (**Article 29.01 - Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer, in advance, monthly, for any full month in which they do not work, subject to the provisions of the Plans, for a period not to exceed nine (9) months. If the leave of absence exceeds twelve (12) months no benefit coverage shall be available during the second and subsequent years. Employees shall, upon providing written confirmation of their availability to return to work, be reinstated in their former position upon termination of a leave up to twelve (12) months. If such leave exceeds twelve (12) months, employees may use their seniority to obtain a position as provided for in **Article 12 - Job Posting**, for a maximum period of three (3) months after termination of leave.
- 20.05** A grievance concerning a leave of absence exceeding twelve (12) months may be submitted directly at **Step 2 (Article 8 - Complaints/Grievances)** no later than five (5) working days following receipt of the written response to the request.
- 20.06** An employee who elects to return from a leave of absence not exceeding twelve (12) months, prior to the original date of return, shall notify the appropriate Dean, Department Head or authorized representative, in writing, at least twenty (20) working days in advance, giving the revised date of return.
- 20.07** An employee who elects not to return from a leave of absence without pay shall endeavour to inform the Employer as soon as possible.

#### **ARTICLE 21 - Personal Leave (Short-Term) with Pay**

- 21.01** An employee shall be entitled to up to three (3) working days in each Anniversary Year, as defined in **Article 31.02 - Definitions**, to meet situations that cannot reasonably be scheduled outside normal working hours. Personal leave may be used in hourly allotments. In approving the specific timing of such leave, departmental operating requirements shall be the major consideration. Request for such leave must be made in writing and be submitted to the supervisor at least five (5) days in advance except in cases of emergency when such notice would not be possible. Employees shall not be required to provide the reason for such a request, provided they have given at least five (5) days' notice. Permission shall not be unreasonably withheld.
- 21.02** Unused portions of this leave shall not accrue from year to year.

### **ARTICLE 22 - Bereavement Leave**

- 22.01** Employees shall be granted leave from work without loss of normal salary up to a maximum of five (5) consecutive working days at the time of the death of a parent, spouse, brother, sister or child. Employees shall be granted leave from work without loss of normal salary up to a maximum of three (3) consecutive working days at the time of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandparent, or grand-child. If overnight travel beyond Toronto is necessary, up to five (5) days' unpaid leave shall be granted. It is understood that working days will normally be regarded as Monday to Friday and the provisions will be applied as consecutive working days, not as scheduled days of work for part-time regular employees.
- 22.02** Vacation leave may be granted for up to five (5) days for the purposes of bereavement leave at the time of death of a significant family member, who is not listed in **Article 22.01**. Such requests shall not be unreasonably denied.
- 22.03** Additional leave without pay at the time of bereavement may be requested and authorized under the terms of **Article 20 - Leave of Absence Without Pay**.
- 22.04** Should bereavement occur during an employee's vacation, **Article 28.10 - Annual Vacations** shall apply.

### **ARTICLE 23 - Jury and Witness Duty Leave**

- 23.01** Employees who have been summoned to be a juror or witness by any body in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.
- 23.02** Employees who have complied with **Article 23.01** shall be given leave of absence without loss of normal salary during such service, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court or by the counsel for the party who required their attendance.

## **ARTICLE 24 - Pregnancy, Parental, Adoption and Paternity Leave**

- 24.01 (a)** An employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing during the seventeen (17) weeks immediately preceding the estimated birth date. If an employee commences pregnancy leave prior to the completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.
- (b)** An employee who is entitled to, or has applied for, her pregnancy leave can not be terminated or laid off, disciplined or suspended because she has requested or has taken such leave.
- 24.02** An employee shall give her supervisor two (2) weeks notice, in writing, of the day on which she intends to commence her pregnancy leave, and the intended duration of such leave. She shall provide her supervisor with a certificate signed by a legally qualified medical practitioner stating that she is pregnant and giving the estimated birth date.
- 24.03** The Employer shall make every effort to accommodate a pregnant employee to perform the essential duties of her position: however, if necessary, the Employer may require a pregnant employee to commence leave earlier than originally scheduled. Any grievance arising from such decision shall be initiated at **Step 2 (Article 8 - Complaints/Grievances)**.
- 24.04** No employee shall be required to return to work following pregnancy leave earlier than six (6) weeks following the actual birth date; nor shall she be permitted to do so unless she has given one (1) week's notice of intention to return and has provided her supervisor with a certificate signed by a legally qualified medical practitioner indicating her fitness to return to work.
- 24.05 (a)** Employees who are on pregnancy or parental leave may authorize the Union to submit their application(s) under the provisions of **Article 12.02 (g) - Job Posting**. Absence due to pregnancy or parental leave shall not be a factor when assessing the qualifications of the applicant(s). If qualified, such applicant(s) shall not be denied an interview.
- (b)** An employee shall not receive notice of job closure during her pregnancy leave.

- (c) An employee shall not receive notice of job closure during her parental leave if the parental leave was requested prior to the commencement of her pregnancy leave.
  - (d) An employee who returns to work on the expiration of her pregnancy leave shall be reinstated in her former position if it exists, or to a comparable position, if it does not. The employee shall confirm her return date with her supervisor at least two (2) weeks in advance.
  - (e) An employee wishing to return early from a seventeen (17) week pregnancy leave, (excluding under the terms of **Article 24.04**) shall notify her supervisor, in writing, at least four (4) weeks in advance, giving the revised date of return.
  - (f) An employee who has received advisory notice and who has provided her supervisor with a certificate signed by a legally qualified medical practitioner, will have the advisory notice period suspended during her pregnancy leave. The advisory notice period shall also be suspended during the parental leave provided the parental leave was requested prior to the commencement of her pregnancy leave. The employee will work the remainder of the advisory notice period upon her return to work to her former position, if it exists, or alternate duties, or to a comparable position.
- 24.06**
- (a) The Employer 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, provided that the employee would not have been absent otherwise on any kind of prearranged leave, including sessional leave.
  - (b) 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 upon her return to work.
  - (c) In addition, provided the employee is eligible for the above payments, the Employer 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 her normal earnings as soon as possible after the commencement of such leave.
  - (d) The Employer agrees to maintain the current "Supplemental Employment Benefits Plan" made pursuant to the Employment Insurance regulations in regard to maternity, parental and adoption leave, and to make appropriate amendments in accordance with the Employment Standards Act, and to pay an employee the paid leave entitlement as provided in **Article 24**.
  - (e) Effective December 1, 1996 employees will continue to accrue vacation credits (**Article 28.03 – Annual Vacations**) during both pregnancy and parental leaves.

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

#### PARENTAL LEAVE

**24.08** An employee who has been employed by York University for a period of at least thirteen (13) consecutive weeks shall be entitled to a leave of absence without pay of up to eighteen (18) weeks following:

(a) the birth of the child; or

(b) the coming of the child into the custody, care and control of a parent for the first time.

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

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

**24.11** An employee who wishes to immediately follow pregnancy leave with parental leave shall, whenever possible, request such leave, in writing, prior to the commencement of the pregnancy leave. Otherwise, an employee shall request such leave, in writing, no later than twenty (20) working days prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

**24.12** An employee wishing to return from a parental leave prior to the original date of return shall notify the supervisor, in writing, at least twenty (20) working days in advance, giving the revised date of return.

**24.13** An employee who wishes to follow a parental leave with a leave of absence without pay (**Article 20 - Leave of Absence Without Pay**) shall, whenever possible, request such leave, in writing, prior to the commencement of the parental leave. Otherwise, an employee shall request such leave, in writing, no later than at least twenty (20) working days prior to the commencement of such leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not, however, be unreasonably denied.

**24.14** Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed twelve (12) months, employees shall be reinstated in their former position. If the combined absence exceeds twelve (12) months, employees may, upon providing written confirmation of availability to return to work, use their seniority to obtain a position as



provided for in **Article 12 - Job Posting**, for a maximum period of three (3) months following termination of the leave.

- 24.15** The Employer and the employee shall continue to pay their regular portions of the premiums for the Employee Benefits and Pension Plans (**Article 29 - Employee Benefits and Pension Plans**) during pregnancy and/or parental leave. The employee shall continue to accrue seniority for the duration of such leaves.
- 24.16** An employee shall be granted up to five (5) working days leave of absence with pay commencing no earlier than five (5) days prior to the anticipated birth/adoption date but no later than five (5) days following the birth/adoption date, for paternity leave.

### **ARTICLE 25 - Union Duty Leave**

- 25.01** With the supervisor's approval, an employee may be granted up to five (5) working days' leave of absence without pay, per calendar year, to attend to Union business, provided that a written request for such leave has been submitted to the employee's supervisor at least two (2) weeks in advance. In addition, an employee shall be granted up to one (1) month's leave of absence without pay to undertake the responsibility of acting President, provided that a written request for such leave has been submitted to the supervisor as far in advance as possible. Requests for such leave which meet the above conditions shall not be unreasonably denied.
- 25.02** (a) Upon written notification to the appropriate Deans, Department Heads, or authorized representatives, employees shall be granted up to twelve (12) months' leave of absence, without pay, to fill full-time positions in the Union. Such notification shall be provided at least one (1) month in advance. Approval of the Dean, Department Head, or authorized representative shall be required when more than one (1) employee from the same department intends to fill full-time positions in the Union.
- (b) Upon receiving written confirmation of the employee's availability to return to work, the Employer shall reinstate the employee in that employee's former position, if it exists, or a comparable position if it does not.
- (c) Such leave may be extended indefinitely upon written notification to the Manager, Employee Relations, one (1) month prior to the completion of the previous leave. When more than one (1) employee from the same department intends to extend such leave, approval of the Dean, Department Head, or authorized representative shall be required.
- (d) i) The Employer normally shall post the employee's position as a temporary position.
- ii) Should the employee's leave be extended, the temporary position (**Article 32.06 - Employment Category**) may be converted to a limited-term position (**Article 32.07 - Employment Category**) for up to an

additional two (2) years, or may be posted as a limited-term position, for up to two (2) years.

iii) Where the total of leaves granted is greater than three (3) years, the Employer may elect to convert the limited-term position to a continuing position or to post as a continuing position. In such cases, the employee on leave shall be entitled to the provisions of **Article 15 - Layoff and Recall**, with the exception of severance pay.

(e) During such leave the employee may continue to participate in the Employee Benefits Plans (**Article 29.01 - Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer for any full month in which that employee does not work, subject to a maximum of five (5) years and the provisions of the Plans.

(f) During such leave the employee shall continue to accrue seniority.

**25.03** With the supervisor's prior approval as to scheduling - except in cases where the Chair is required to attend at an arbitration hearing as provided for in **Article 9 - Mediation/Arbitration**, the Chair of the Grievance Committee may be granted time off without loss of pay up to a maximum of seven (7) hours in a week (non-cumulative) to attend, either in person or on the telephone, to Union grievance matters. The conditions agreed to in **Article 7.02 - Union Representation** shall govern such approval.

**25.04** In those years when contract negotiations between the parties are to take place, the Union agrees to notify the Employer at least one (1) month in advance of notification to bargain, of the members of its Bargaining Committee, and shall identify the Chair of this committee. With the supervisor's prior approval as to scheduling, the Chair of the Bargaining Committee may be granted time off, without loss of pay, of up to three (3) hours per week to attend to duties connected with bargaining matters. These hours may not be accumulated beyond a one (1) week period. The conditions agreed to in **Article 7.02 - Union Representation** shall govern such approval. The period during which this time off may be granted shall be from three (3) months prior to the expiry of the Collective Agreement to five (5) working days after receipt of notice of ratification.

## **ARTICLE 26 - Hours of Work and Overtime**

**26.01 (a)** The normal work week shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of thirty-five (35) hours per week, except as provided for in **Article 26.01 (b)**. With the approval of the Union and the employee(s) concerned, the Employer may alter the length of the work day and number of working days per week provided that the total hours worked per week do not exceed thirty-five (35) hours.

(b) 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 forty (40) hours per week, with a salary pro-rated accordingly.

(c) It is agreed, however, that the normal work day for all employees will be reduced by one (1) hour every Friday or the last day of an employee's work week during the period from July 1 to Labour Day. An employee who is on approved vacation or other leave for this day shall not be entitled to accrue this hour for application toward another day.

(d) It is recognized that, in specific situations, managers and employees may mutually agree to individual arrangements which result in variations in the normal working hours of the unit. Within situations involving flexible hours, employees may be required to work no more than eight (8) hours per day, inclusive of an unpaid one (1) hour meal break, in any one (1) day. Such arrangements shall be subject to review at least annually and shall be applicable within that unit only.

Where such an arrangement has been mutually agreed upon, the terms of **Article 26.04 (b)** shall not apply and further, the terms of **Article 26.05 (c)** shall apply.

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

**26.02** Each employee shall be entitled to one (1) fifteen (15) minute paid break period in each three (3) worked hours.

**26.03** A shift shall be defined as a period of time worked during the work day, and shall be deemed to fall on the calendar day in which 50% or more of its hours fall.

**26.04 (a)** The normal hours of work of a position shall be included in all job postings and shall be noted on all job descriptions.

(b) In the event the Employer decides to alter the hours of work of a position the incumbent and the Union shall be given two (2) months' written notice prior to the change being made.

**26.05 (a)** Employees shall be paid a premium of 60 cents per hour for all full scheduled hours of work which fall outside the hours of 8:00 a.m. to 5:00 p.m.

(b) Where employees work four (4) hours or more outside 8:00 a.m. to 5:00 p.m., such employees will be paid the shift premium for the full shift.

(c) It is understood, however, that where arrangements are made, at the request of the employee, such that the employee works outside the hours of 8:00 a.m. to 5:00 p.m., such employee shall not be eligible for these premiums.

**26.06 (a)** Continuous operations may be introduced by the Employer, provided that the Union and the employees concerned are notified three (3) months in advance. The parties also agree to discuss any matters or concerns which may arise as a result of the introduction of such operations.

(b) In continuous operations, shifts shall be rotated insofar as is possible amongst the employees working shifts in the department. However, an employee may

voluntarily work on a specific shift on a continuing basis, with the mutual consent of the employees concerned and the immediate supervisor.

- (c) When continuous operations are introduced into a department, consistent with **Article 26.06 (a)**, choice of which shift worked shall be determined on the basis of seniority among qualified employees.
- (d) An employee who is given less than five (5) working days' notice of a shift change shall receive the overtime rate for the first shift worked affected by such change.

**26.07** Employees who work at least fourteen (14) but no more than twenty-four (24) regularly scheduled hours per week will be paid overtime in the event that they work beyond the normal seven (7) hour work day exclusive of meal breaks, or exceed a thirty five (35) hour work week. Such employees have a right to refuse a request to work additional hours outside of their regularly scheduled hours. **[See Letter of Understanding – Overtime Hours.]**

For all other employees, overtime shall be defined as any period of time worked by employees at the explicit direction of their supervisor in excess of the employee's normal working day. An employee who works on a scheduled day off shall receive a minimum of three (3) hours' pay at the overtime rate or the actual hours worked at the overtime rate, whichever is greater.

**26.08** Overtime shall normally be compensated by pay at one and one-half (1½) times the employee's regular hourly rate which shall be determined by dividing the employee's annual salary (not including premiums) by 1820 or 2080 as appropriate. If the employee and the Department Head agree, prior to the overtime being worked, such overtime shall be compensated by time off at the rate of one and one-half (1½) hours for each overtime hour worked. In the event a Department offers overtime on a lieu-time only basis, acceptance of such overtime shall be voluntary including where overtime is part of the position description. Overtime accumulation shall not exceed forty (40) worked hours.

**26.09** Employees required to work a minimum of two (2) hours overtime before or after but joined to their normal shift or an employee required to work four (4) or more hours, on overtime, on a Saturday, Sunday or Holiday shall receive a meal allowance of \$6.00. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the supervisor.

**26.10** Employees' overtime accumulation shall be liquidated by their present Faculty or Department before they transfer to a new Faculty or Department, unless other arrangements are approved by the receiving Faculty or Department prior to transfer. In the event that an employee has not liquidated accumulated overtime upon termination of employment, at the employee's request, such overtime shall be compensated by paid time off. Accumulated overtime shall otherwise be compensated by pay.

**26.11** The Employer shall endeavour to keep overtime to a minimum. However, any overtime shall be divided fairly among the employees in the department who are available and qualified to perform the work. Seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.

**26.12** An employee shall be designated as being "on call" if the employee has been scheduled to be available during other than that employee's regularly scheduled hours of work, to respond to telephone inquiries or to messages received on a portable paging device. Employees who are scheduled for on-call periods shall be compensated as follows:

**A.** Scheduled on-call except as noted in B2 and B3 below:

1. The employee will be paid a basic \$1.70 on-call stipend for each on-call hour.
2. In addition, if the employee is called and resolves a problem(s) off-work site, the employee will receive a minimum of one (1) hour's pay at one and one-half (1 ½) times the employee's regular hourly rate or the actual hours worked at one and one-half (1 ½) times the regular hourly rate, whichever is greater.
3. In addition, if the employee is required to come to the University to resolve the problem(s), the employee will receive a minimum of three (3) hours' pay at one and one-half (1 ½) times the employee's regular hourly rate or the actual hours worked at one and one-half times the regular hourly rate, whichever is greater.

**B.** Scheduled on-call during University Holidays or grant days:

1. The employee will be paid a basic \$2.75 on-call stipend for each on-call hour.
2. In addition, if the employee is called and works on a problem(s) off-work site, the employee will receive a minimum of one (1) hour's pay at two and one-half (2 ½) times the employee's regular hourly rate or the actual hours worked at two and one-half (2 ½) times the regular hourly rate, whichever is greater.
3. In addition, if the employee is required to come to the University to work on the problem(s), the employee will receive a minimum of three (3) hours' pay at two and one-half (2 ½) times the employee's regular hourly rate or the actual hours worked, whichever is greater.

### **ARTICLE 27 - Paid Holidays**

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

New Year's Day  
Heritage Day\*  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Working Day Before Christmas Day  
Christmas Day  
Boxing Day

\* *Until such time as Heritage Day is proclaimed, an employee shall be granted one (1) day off to be taken during the month of February. The scheduling of such leave shall be by mutual agreement between the Manager and the Incumbent.*

- 27.02** In order to receive Holiday pay under **Article 27.01** above, employees must not be absent on sessional leave and must be at work for their full regular work day immediately preceding and immediately following the Holiday. However, employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days, or absent on an approved unpaid leave of absence totaling no more than five (5) working days immediately preceding and/or following the Holiday.
- 27.03** Where a Holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the Holiday shall be deemed to be the Holiday for the purposes of this Agreement.
- 27.04** If a Holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in **Article 27.01** above shall be granted at a time acceptable to the employee and the employee's supervisor.
- 27.05 (a)** A employee who works on a Holiday/Grant day, or is regularly scheduled to work on the Saturday and/or Sunday of a Holiday weekend, will be compensated at a rate of one and one-half (1 ½) 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 (2 ½ ) times the employee's regular rate of pay.
- (b)** Hours worked on a day described in **Article 27.05 (a)**, which are in excess of a normal work day (**Article 26.01 - Hours of Work and Overtime**, seven (7) working hours per day, excluding an unpaid meal break of one (1) hour) will be compensated at a rate of two and one-half (2 ½) times the employee's regular rate for such additional hours worked.
- 27.06** An employee who has agreed to work on a paid Holiday and who, without reasonable cause, fails to report for and perform the work, shall not receive the Holiday pay provided under **Article 27.01** above.

- 27.07** Consistent with **Article 27.01** and **Article 27.03** above and specifically for the 1999 Christmas and 2000 New Year's break the Employer will observe December 24, 27, 28 and 31 as Holidays for the Working Day before Christmas, Christmas Day, Boxing Day and New Year's Day respectively and will also grant December 23, 29 and 30 to those employees who would not otherwise have been absent on any kind of approved leave. In addition, the University will grant December 22 to members of the bargaining unit; however, any bargaining unit members who are required to work on December 22nd to accommodate rescheduled examinations will be granted January 3, 2000 as a grant day in lieu of December 22.
- 27.08** An employee whose pregnancy leave would normally commence or cease during the Christmas and New Year's Day break (**Article 27.07**) shall receive payment, at her regular rate, for those Holidays and/or grant days on which she would otherwise have been at work.

### **ARTICLE 28 - Annual Vacations**

- 28.01** Entitlement. Subject to **Article 28.02** below, employees will accrue the under noted vacation credits for each month in which they work fifteen (15) days or more, during their first and subsequent Anniversary Years (**Article 31.02 - Definitions**). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked. Except as noted below vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to, in writing, by the employee and the Dean, Department Head or authorized representative. Such agreement, which shall be valid only within the original department, shall not have the result of allowing the employee's vacation credit accumulation to exceed two (2) years' entitlement.

Employees, other than those identified in paragraph 3 below, transferring to a new area with vacation credit accumulation in excess of one (1) year's entitlement shall use such transferred accumulation within eight (8) months of date of transfer unless otherwise agreed to, in writing, by the employee and the Dean, Department Head or authorized representative at the time of the transfer.

The parties agree that the taking of an annual vacation is in the employee's interest. It is understood that employees whose vacation credit accrual, is in excess of two (2) years' entitlement shall use up such excess vacation credit accumulation as quickly as is consistent with the employee's preference and operational considerations.

- 28.02** The start of an Anniversary Year shall be delayed and adjusted by any time taken under **Article 20 - Leave of Absence Without Pay** - that exceeds three (3) months.

- 28.03** Credits.

During first Anniversary Year: 1 day/month to a maximum of ten days.

During second to seventh Anniversary Years: 1-1/4 days/month to a maximum fifteen days/year.

During eighth to nineteenth Anniversary Years: 1-2/3 days/month to a maximum of twenty days/year.

During twentieth and subsequent Anniversary Years: 2-1/12 days/month to a maximum of twenty-five days/year.

**28.04** An employee will be entitled to an extra week's vacation, once, to be taken prior to retirement where that employee has either

(a) attained the age of sixty (60) and where age plus service equals eighty (80); or

(b) attained the age of fifty-five (55) and where age plus service equals eighty (80) and that employee has officially notified the University of their intention to retire prior to age sixty (60).

**28.05** Employees shall submit vacation requests as far in advance as possible. Requests for vacation shall not be unreasonably denied. Any vacation request granted is only valid within the department that granted the request. Scheduling conflicts between two (2) or more employees shall be resolved on the basis of seniority; however it is understood that an employee, transferring to a new department, may not use seniority to request a vacation when the effect would be to cause the cancellation, in full or in part, of a previously approved vacation request.

**28.06** On termination an employee shall be paid for vacation earned but not taken.

**28.07** Sick Leave Substitution. Sick leave may be substituted for vacation when employees have demonstrated to the satisfaction of the Dean or Department Head that they were incapacitated for three (3) consecutive working days or more during their vacation.

**28.08** When a Holiday, as defined in **Article 27.01 - Paid Holidays**, occurs or is observed by the Employer while an employee is on vacation, the employee shall be granted another day off with pay in lieu of the Holiday at a time to be mutually agreed upon by the employee and the supervisor.

**28.09** With the approval of the supervisor, sessional employees may carry-over unused vacation credits into their next scheduled work year.

**28.10** Bereavement Leave Substitution. Bereavement leave shall be substituted for vacation when employees are bereaved in circumstances, as defined in **Article 22 - Bereavement Leave**, during their vacation.



## ARTICLE 29 - Employee Benefits and Pension Plans

Please refer to <b>Letter of Understanding – Benefits Committee.</b>
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**29.01** The Employer agrees to provide the following Employee Benefit Plans, and contribute towards the cost of each of these Plans an amount equal to the percentage of the rate applicable to an employee, as listed below: **[Not applicable to employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per week. See Article 29.02]**

(a) **Extended Health Care Plan - 100%** - amended to increase lifetime maximum to \$55,000 effective September 1, 1991.  
(See **Letter of Understanding - Extended Health Care Plan.**)

(b) **Group Life Insurance Plan - 50%**

(c) **Long Term Disability Plan - 100%**

(d) **Dental Plan - 100%** - Part B - current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association.

(e) **Vision Care - 100%** - Single coverage to a maximum of \$300/24 months, no deductible. Single coverage to a maximum of \$100/24 months, no deductible, for employees whose position requires them to wear safety glasses.

**Hearing Care - 100%** - Single coverage to a maximum of \$300/36 months.

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

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

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

**29.02** Employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per weeks with no termination date anticipated at the time of the appointment, where the scheduled work year is a minimum of seven (7) consecutive months, are entitled to the following benefits:

(a) An employee may elect to pay any additional premiums required to extend coverage to family for the following.

- i) Extended Health
- ii) Vision Care

- (b) **Extended Health Care Plan – 100% - Single Coverage Only –** amended to increase lifetime maximum to \$55,000.
- (c) **Dental Plan – 100% - FAMILY COVERAGE – Part B –** current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association.
- (d) **Vision Care – 100% -** Single coverage to a maximum of \$300/24 months, no deductible. Single coverage to a maximum of \$100/24 months, no deductible, for employees whose position requires them to wear safety glass.

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

**29.04 Pension Plan**

- (a) Employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per week with no termination date anticipated at the time of the appointment shall be notified of eligibility to participate in accordance with the terms of eligibility contained in the Pension Plan, when they have completed two (2) years of employment, where they have worked more than seven hundred and fifty (750) hours each year.
- (b) For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan, as approved and amended from time to time by the Employer.
- (c) Employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- (d) The Employer agrees to place two (2) representatives, designated by the Union, on the Board of Trustees of the Pension Plan.
- (e) The Employer agrees to continue an All-University Committee representing the different groups of participants in the York Pension Plan (including pensioners and the Board of Trustees of the York Pension Plan) to discuss changes to the York Pension Plan and report back periodically to their constituencies.

**29.05 Post Retirement Benefits**

Please refer to **Letter of Understanding – Post Retirement Benefits.**

Employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per week with no termination date anticipated at the time of the appointment are not entitled to post-retirement benefits.

The Employer agrees to continue the retiree benefits coverage on the August 1992 basis until June 30, 2000 as outlined in **Appendix C.I. - Post Retirement Benefits**

#### **29.06 Retirement Consultation Centre**

The Union shall be entitled to appoint two (2) representatives to the Advisory Board of the Retirement Consultation Centre.

### **ARTICLE 30 - Salaries**

#### **30.01 Implementation:**

Effective August 1, 1999 all Job Rates will be increased by 2.75% with Entry Rates set at 97% of Job Rate.

#### **30.02 Salary Ranges: See Schedule A**

#### **30.03 Salary Administration:**

##### **Entry Rate:**

Entry Rate is defined as the salary received by an employee at the date of appointment to the University or upon moving initially into a position at a higher band level. On moving to a position having a higher band level, the employee's salary will be set at the Entry Rate or remain at the present rate which ever is higher.

##### **Job Rate:**

Job rate is defined as the salary received by an employee following successful completion of the Entry Rate time period. On moving to a position having a higher Job Rate the employee's salary will be set at the Entry Rate or remain at the present rate, which ever is higher. On moving to a position having the same Job Rate, the employee's salary will not change. On moving to a position of a lower band, the employee's salary shall be at the Job Rate.

The length of time it takes to progress from Entry Rate to Job Rate shall be dependent upon the applicable band level as identified under codes A, B and C within Schedule A. (Note: code "A" requires the completion of three (3) months; "B" six (6) months; and, "C" nine (9) months.) Pro-rated employees other than full-time employees should refer to **Article 32 – Employment Category**.

### **ARTICLE 31 - Definitions**

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

- 31.02 Anniversary year** - shall be defined as the twelve (12) month period commencing from the employee's most recent appointment date and shall be affected as described in **Article 10.02 - Seniority**.
- 31.03 Appointment date** - shall be defined as the most recent date of employment at the University in a bargaining unit position.
- 31.04 Employee** - shall be defined as a member of the YUSA/APUY bargaining unit employed by York University.
- 31.05 The parties** - shall be deemed to be York University (the Employer) and York University Staff Association/Association du personnel de l'Université York (the Union) and for purposes of communication shall be represented as identified in **Article 35 - Correspondence**.
- 31.06 Probationary employee** - shall be defined as an employee who is serving the probationary period as defined in Article 34 - New Employees.
- 31.07 Seniority** - shall mean an employee's length of service, calculated from the appointment date and shall be affected as described in **Article 10.02 - Seniority**.
- 31.08 Supervisor** - shall be defined as a non-bargaining unit employee, unless specified otherwise.

### **ARTICLE 32 - Employment Category**

**32.01** Bargaining unit employees are entitled to the full provisions of this collective agreement, except as outlined below.

**32.02 Full-time**

The employee works the full regular hours, either 1820 or 2080, of the Employer on a continuing year-round basis with no termination date anticipated at the time of appointment.

**32.03 Full-time Sessional**

- (a) The employee works the full regular hours of the Employer with no termination date anticipated at the time of appointment, except that the scheduled work year is at least seven (7) months but less than twelve (12) months, with a recurring scheduled absence, without pay, during the balance of each calendar year.
- (b) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time months worked:

- Bereavement Leave (**Article 22**)
- Personal Leave (Short Term) with Pay (**Article 21**)
- Paternity and Adoption Leave (**Article 24.16**)

Paid Holidays (**Article 27**)  
Sick Leave (**Article 19**)  
Annual Vacations (**Article 28**)  
Seniority (**Article 10.02**)  
Schedule A - Salary Rates

#### **32.04 Part-time**

- (a) The employee works less than the full regular hours of the Employer but fourteen (14) hours or more per week on a continuing year-round basis with no termination date anticipated at the time of appointment.
- (b) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours worked:

Bereavement Leave (**Article 22**)  
Personal Leave (Short-Term) with Pay (**Article 21**)  
Paternity and Adoption Leave (**Article 24.16**)  
Paid Holidays (**Article 27**)  
Sick Leave (**Article 19**)  
Annual Vacations (**Article 28**)  
Seniority (**Article 10**)  
Schedule A - Salary Rates

#### **32.05 Part-time Sessional**

- (a) The employee works less than the full regular hours of the Employer but more than fourteen (14) hours per week with no termination date anticipated at the time of appointment, except that the scheduled work year is at least seven (7) months but less than twelve (12) months, with a recurring scheduled absence, without pay, during the balance of each calendar year.
- (b) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:

Bereavement Leave (**Article 22**)  
Personal Leave (Short-Term) with Pay (**Article 21**)  
Paternity and Adoption Leave (**Article 24.16**)  
Paid Holidays (**Article 27**)  
Sick Leave (**Article 19**)  
Annual Vacations (**Article 28**)  
Seniority (**Article 10.02**)  
Schedule A - Salary Rates

### 32.06 Temporary

- (a) The employee is appointed for a definite term or task that is expected to last more than three (3) but no more than twelve (12) months with a termination date anticipated at the completion of such term or task. No position shall be filled for a period in excess of twelve (12) months by renewing a temporary employee's appointment or by appointing a series of temporary employees. Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task. Any temporary positions of no less than fourteen (14) hours and no more than twenty-four (24) hours per week, shall be posted under the provisions of the YUSA/APUY Unit 2 Collective Agreement.
- (b) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:
- Bereavement Leave (**Article 22**)
  - Personal Leave (Short-Term) with Pay (**Article 21**)
  - Pregnancy, Parental, Adoption and Paternity Leave (**Article 24**), except for the provisions under **Article 24.06**. Provisions of **Article 24.05(d)** and **Article 24.14** will apply only if the temporary position exists.
  - Sick Leave (**Article 19**)
  - Seniority (**Article 10.02**)
  - Schedule A - Salary Rates
- (c) The employee shall not be entitled to the provisions of the following Articles:
- Layoff and Recall (**Article 15**)
  - Leave of Absence Without Pay (**Article 20**)
- (d) Upon completion of the assignment, the employee shall receive vacation pay for all vacation credits accrued but not taken. It is agreed, however, that such credits may be used during the period of temporary employment if requested by the employee and approved by the supervisor. Such requests shall not be unreasonably denied.
- (e) The employee shall be able to use their accrued seniority for the following four (4) months for the purpose of eligibility under **Article 12 - Job Posting**. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority, accrued sick leave, if any, and the balance of their personal leave entitlement, if any, reinstated. Seniority shall be adjusted for any time spent outside of the bargaining unit. Provided that the probationary period has been completed prior to the bridging period, such employees shall not be considered as probationary. The salary of such employees shall be consistent with the terms of **Article 30.03 - Salaries**.
- (f) At the conclusion of a leave of absence under **Article 25 - Union Duty Leave**, an employee shall be able to use their accrued seniority for the following four (4)

months for the purpose of eligibility under **Article 12 - Job Posting**. In such a situation the terms of **Article 32.06 (e)** shall apply.

### **32.07 Limited Term**

- (a) The employee works for a definite term or task that is expected to last more than twelve (12) months with a termination date anticipated at the completion of such term or task. The employee shall receive formal notice of job closure as specified in the Employment Standards Act.
- (b) Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task. Upon completion of the assignment the employee will be paid for any vacation earned but not taken.
- (c) The employee shall not be entitled to the provisions of **Article 15 - Layoff and Recall**.
- (d) Employees shall be able to use their accrued seniority for a period of twelve (12) months following completion of the assignment for the purpose of eligibility under **Article 12 - Job Posting**. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority, accrued sick leave, if any, and the balance of their personal leave entitlement, if any, reinstated. Seniority shall be adjusted for any time spent outside of the bargaining unit. The salary of such employees shall be consistent with the terms of **Article 30.03 - Salaries**.
- (e) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:

- Personal Leave (Short-Term) with Pay (**Article 21**)
- Paternity and Adoption Leave (**Article 24.16**)
- Paid Holidays (**Article 27**)
- Sick Leave (**Article 19**)
- Annual Vacations (**Article 28**)
- Schedule A - Salary Rates

## **ARTICLE 33 - General**

### **33.01 Employee Files**

The parties agree that the only official Employee File for each employee is located in the Department of Human Resources. Employees shall have the right, during normal business hours and on notice in writing to the Department of Human Resources, to examine their file, and to make a copy of any document contained in that file. The employee shall have the right to be accompanied by a Union Steward. Employees shall read any report concerning their work performance and shall initial such report to confirm that they have read it, before it may be placed in their file in the Department of

Human Resources. Employees may comment in writing upon any report on their own performance, and at the employee's request such comment shall be initialled by a representative of the Department of Human Resources, with one (1) copy being returned to the employee, and one (1) copy added to their file in the Department of Human Resources.

### **33.02 Reporting Changes in Information**

It shall be the employees' responsibility to notify their supervisor and the Department of Human Resources in writing within five (5) working days of any change in name, address, income tax or dependent status, insurance beneficiary or next-of-kin. The Employer shall not be held liable for any losses suffered by an employee resulting from failure to comply with this requirement.

### **33.03 Academic Fee Waiver Policy**

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

### **33.04 Tool Allowance and Security**

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

### **33.05 Uniforms**

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

### **33.06 Mileage Allowance**

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

### **33.07 Inclement Weather**

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



- (b) An employee who works on a day when the University has suspended operations will be compensated at a rate of one and one-half (1 ½) 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 (2 ½) times the employee's regular rate of pay.

**33.08 Day Care**

Employees whose regularly scheduled hours of work are greater than twenty-four (24) hours per week and with children attending the York University Day Care Centre shall be allowed up to four (4) hours a week, during normal working hours to perform their day care duties, provided that this time is made up by the employee concerned at a time satisfactory to the supervisor.

**33.09 All-Candidates Meeting**

In the event that the Union deems it necessary to call a two (2) hour All-Candidates Meeting prior to the Annual General Elections, the Employer agrees to grant the necessary time off without pay to all nominees provided the Department of Human Resources is advised of their names five (5) days in advance.

**33.10 Elections Committee**

The Employer agrees to grant the members of YUSA/APUY Elections Committee (up to a maximum of two (2) persons per department) one-half (½) day off without pay on the day of the Annual General Elections.

**33.11 Parking**

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

- (d) The Employer shall provide copies of the parking regulations to all new employees at the time of their orientation meeting and shall ensure that employees given reasonable notice of any changes are in the regulations.

### **Article 34 - New Employee**

- 34.01 (a)** Unless the parties agree, in writing, to an extension of the probationary period, all employees who work greater than twenty-four (24) hours per week shall be considered probationary employees for a period of up to three (3) calendar months following date of appointment to the University. The termination of a probationary employee during this period shall be at the discretion of the Employer based on reasonable standards of performance and suitability. However, where practicable, employees will have their progress discussed with them during this period and a Union Steward shall be present at such a meeting.
  - (b)** Unless the parties agree, in writing, to an extension of the probationary period, all employees who work no less than fourteen (14) and no more than twenty-four (24) hours per week shall be considered probationary employees for a period of up to six (6) calendar months following date of appointment to the University. The termination of a probationary employee during this period shall be at the discretion of the Employer based on reasonable standards of performance and suitability. However, where practicable, employees will have their progress discussed with them during this period and a Union Steward shall be present at such a meeting.
- 34.02** A new employee hired after the date this Agreement is ratified shall have the option to join or not to join the Union. However, unless that employee signs a Revocation of Membership Form, available in the Union Office, within thirty (30) calendar days of the appointment date, that employee shall be deemed to have become a member of the Union. Whether or not the new employee signs a Revocation of Membership Form, an amount equal to monthly Union dues and/or assessments shall be deducted from the employee's salary and remitted to the Union according to **Article 6.02 - Union Membership**. Any employees who had previously signed a revocation form shall continue to have an amount equal to monthly Union dues and/or assessments deducted from their salary and remitted to the Union.
- 34.03** The Employer shall issue a copy of the Agreement to new employees at the time of their appointment.

### **ARTICLE 35 - Correspondence**

**35.01** 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:

Sr. Manager, Employee Relations  
York University  
4700 Keele Street  
Toronto, Ontario  
M3J 1P3

To the Union:

President, YUSA/APUY  
York University  
4700 Keele Street  
Toronto, Ontario  
M3J 1P3

**ARTICLE 36 - Duration of Agreement**

**36.01** This Agreement shall continue in force and effect until July 31, 2000 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  
YORK UNIVERSITY  
SALARY RATES

Effective August 1, 1999

Band	Code (see 30.03)	Entry Rate (\$)	Job Rate
1	A	26,165	26,975
2	A	27,198	28,039
3	A	28,271	29,145
4	A	29,387	30,296
5	A	30,605	31,551
6	A	31,877	32,863
7	A	33,201	34,227
8	A	34,579	35,649
9	A	36,120	37,237
10	A	37,728	38,895
11	A	39,410	40,628
12	A	41,166	42,439

SCHEDULE A

YORK UNIVERSITY

SALARY RATES

Effective August 1, 1999

Band	Code (see 30.03)	Entry Rate (\$)	Job Rate
13	B	43,166	44,501
14	B	45,264	46,664
15	B	47,463	48,932
16	B	49,772	51,311
17	B	52,438	54,060
18	C	55,251	56,959
19	C	58,216	60,016
20	C	61,340	63,236
21	C	64,632	66,630

## **APPENDIX A**

### **SECOND LANGUAGE TESTING - GLENDON**

**PRINCIPLES:** The Employer's intention is to arrive at a point where all positions within the bargaining unit at Glendon would be filled by persons competent to perform their various duties in both of the official languages of Canada.

1. The degree of facility in the second language will be determined by means of tests set and administered by the Employer.
2. The test will consist of four (4) modules, as follows:

Module I:	Oral facility
Module II:	Typing from manuscript
Module III:	Written comprehension
Module IV:	Composition

### **TESTING PROCEDURES**

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

### **GENERAL**

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

## **APPENDIX B**

### **ERGONOMIC STANDARDS**

The parties agree that VDT workstation furnishings and equipment used by YUSA/APUY members, and purchased after July 31, 1996, and their layout and design, must conform to the standards set out by the YUSA/APUY - York University Joint Ergonomics Committee in Ergonomic Standards for Computer Workstations. These standards may be amended or modified only with the mutual agreement of the parties. The Employer also agrees to provide copies of Ergonomic Standards to all new employees at the time of their orientation meeting.

The Joint Ergonomics Committee will include up to three (3) representatives of the Employer and up to three (3) representatives of the Union, and a mutually agreed upon Chair. The Committee will meet at least semi-annually to review the established Ergonomic Standards and will recommend changes or modifications as appropriate.

## **APPENDIX C**

This applies only to employees who work more than twenty-four (24) hours per week.

### **POST RETIREMENT BENEFITS**

#### **I - Retirement Post - June 30, 1987**

The Employer agrees to provide benefits coverage for full-time, full-time sessional, and part-time, part-time sessional bargaining unit members whose regularly scheduled hours of work are greater than twenty-four (24) hours per week, their spouses and dependent children, who retired on or who will retire between July 1, 1987 and June 30, 2000.

#### **Benefits**

##### **Hospital and Extended Health Care Plans**

Coverage includes:

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

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



## **Dental Plan**

Coverage includes:

- covers 100% of recognized dental charges for basic services such as examination, X-rays, cleaning and scaling, amalgam silicate, acrylic or composite fillings, extractions, anesthesia, periodontal and endodontic services;
- covers 50% of the recognized fee for prosthetic and restorative services, such as complete or partial dentures, denture repairs, gold foil restorations, crowns, inlays and onlays;
- coverage for dentures will be conditional upon the loss of one or more natural teeth or to replace an existing denture which is more than five (5) years old and cannot be made serviceable;
- reimbursement will be based on the current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association;
- reimbursement under the Dental Plan is limited to a maximum of \$800.00 per person per year;
- coverage does not include orthodontic services.

## **Eligibility**

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

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

## **Definitions**

### **Spouse**

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

### **Dependent Children**

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

## **II - Retirement Pre-July 1, 1987**

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

Effective August 1, 1999 the Employer agrees to allocate \$21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.

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

It is agreed that the parties shall meet during May of each year to review the usage of this benefit.

## **LETTER OF INTENT – RETURN TO WORK**

Both parties recognize that bargaining unit members returning from sick leave, including, LTD, currently have rights to their former positions for up to one (1) year. The parties agree to enter into discussions to determine under what conditions such employees' positions could be protected for up to a maximum of twenty-four (24) months (inclusive of the original twelve (12) months).

These discussions shall include:

1. Training issues and needs related to a return to the full duties and responsibilities of the former position, where it exists, within the maximum twenty-four (24) month leave.
2. Accommodation plans and re-integration into the workforce.
3. Priority placement, and whether it is an appropriate vehicle for re-integration into the workforce.
4. Rights of employees after a two (2) year absence.
5. Vacancies created by these situations.
6. Cross-bargaining unit accommodation/placements.

In order to address this issue, within the context of the Collective Agreement, the parties agree to meet within sixty (60) days of the signing of this agreement, with appropriate resource personnel, to work through a protocol, or amendments in the Collective Agreement to facilitate a return to the former position.

Where agreement is reached on these issues the participants will recommend amendments to the language of the Collective Agreement.

## **LETTER OF UNDERSTANDING - BENEFITS COMMITTEE**

The parties agree to establish a committee that shall be comprised of two (2) YUSA representatives and two (2) Employer representatives with additional resource personnel as needed, to discuss benefit coverage for YUSA/APUY members. This committee shall meet bi-monthly.

The Committee shall:

1. Review the current benefits provided to YUSA/APUY members including projections on future increases.
2. Review the current post-retirement benefits.
3. Explore alternate methods for the provision of benefits.

In addition, the committee will explore the costs of providing the following benefits:

- Extended Health Care, including changing the coverage for paramedical coverage.
- Vision Care
- Improvements in the current dental programme

This Committee shall meet no later than sixty (60) days following ratification of this collective agreement.

## LETTER OF UNDERSTANDING - EXTENDED HEALTH CARE PLAN

During the life of this Agreement the Employer agrees to cover eligible expenses in excess of the current plan lifetime maximum of \$55,000 (**Article 29.01 (a) - Employee Benefits and Pension Plans**) up to an additional \$25,000 for those current bargaining unit members who have reached or will reach their lifetime maximum.

## **LETTER OF UNDERSTANDING - HEALTH AND SAFETY**

Effective Date: August 1, 1999  
Expiry Date: July 31, 2000

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 endeavors to provide a hazard free environment and to 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 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 consistent with the now current Occupational Health & Safety Act.

To this end, York University has entered into agreement with YUSA/APUY to establish a Joint Health and Safety Committee and guidelines for the composition, practice and procedures thereof, dated January 30, 1995.

York University and YUSA/APUY will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is, however, understood that should there be changes in the applicable legislation, the parties will meet to discuss the implications.

## **LETTER OF UNDERSTANDING- JOB EVALUATION**

The parties agree to hire a mutually agreed upon consultant to assist in the modification of the current job evaluation system for YUSA/APUY positions. The parties agree to share the costs of the consultant.

The parties agree that the Job Evaluation Steering Committee shall continue and shall oversee the modification of the Joint Job Evaluation system. The Committee shall be comprised of three (3) Union and three (3) Employer representatives, with additional resource persons as required. Each party shall provide the other with written or electronic notification designating their respective representatives. Each party shall be responsible for ensuring its representatives are in attendance when meetings of the Committee are scheduled.

The Joint Job Evaluation Committee shall continue to provide the forum for joint discussions regarding the operations and development of the Joint Job Evaluation System.

## **LETTER OF UNDERSTANDING – JOB POSTING**

There may be organizational changes taking place within the University. The Parties agree to meet to discuss job postings, in particular the posting and filling of positions. The parties agree to meet within ninety (90) days of the ratification of this Collective Agreement.



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

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

Effective January 1, 1992 "shadow" salary shall mean the base salary of the employee at the time of commencement of Long Term Disability, increased annually to the lesser of the negotiated increase to Job Rate or the Toronto CPI average for the preceding twelve (12) month period ending August 31. The use of the "shadow" salary shall be solely for the purpose of pension calculations for persons who receive payments from the Long Term Disability Plan and does not pertain to any other clause in the Collective Agreement.

The "shadow" salary for those employees who commenced LTD benefits on or before August 31, 1991 shall be set at the Job Rate in effective September 1, 1991 - August 31, 1992 or the Job Rate that was in effect 1990/91 plus the average Toronto CPI for the preceding twelve (12) months ending August 31, 1991, whichever is the lesser. Such "shadow" salary shall be adjusted annually commencing September 1, 1992 as outlined above.

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

## **LETTER OF UNDERSTANDING - MEDIATION**

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 understanding:

1. Mediation can be used at any step during the Complaints/Grievances process.
2. The local manager and the steward must agree to use mediation, subject to the agreement of the parties.
3. The local manager and the steward must agree on the specific mediator, subject to the agreement of the parties.
4. The costs of the mediation shall be borne equally by the Employer and the Union.
5. Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the parties.
6. If a mutually acceptable resolution is not reached, the grievance will proceed to the next step in the Complaints/Grievances and Arbitration Process.

## **LETTER OF UNDERSTANDING - MICROCOMPUTER TRAINING CENTRE**

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

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

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

## **LETTER OF UNDERSTANDING – MERIT**

The parties agree that they will meet during the term of this Agreement and conduct a structured discussion concerning merit pay, including the procedural and administrative implications of the various alternatives.

## **LETTER OF UNDERSTANDING - NEW SENIORITY SYSTEM IMPLEMENTATION**

The Employer agrees to implement a new seniority system no later than March 1, 2000.

Should the implementation of the new system be delayed the Employer will ask for a meeting with YUSA/APUY to discuss the reasons for such a delay.

## **LETTER OF UNDERSTANDING – OVERTIME HOURS**

Prior to the expiry of this Collective Agreement, the Employer will meet with the Union to review the hours worked by bargaining unit members during the length of this contract.

## **LETTER OF UNDERSTANDING - POST RETIREMENT BENEFITS**

The Employer agrees to continue the post retirement benefits coverage as outlined, in **Appendix C – Post Retirement Benefits**, until June 30, 2000.

The Employer will not automatically cover the cost of services or products covered under government programs (Ontario Drug Benefit Plan and Ontario Health Insurance Plan), even in the event that coverage of services or products are modified in any way, suspended or discontinued.

## **LETTER OF UNDERSTANDING - PRE-CLOSURES**

In a unit, prior to a decision being reached to close an occupied YUSA/APUY position, the Manager will consider the following options:

1. using attrition including closing existent vacant positions and vacancies created by retirements;
2. review overtime hours and patterns;
3. reduction of (non-student) casuals; and
4. reduction in YUSA/APUY temporary, limited term and part-time positions.

This review is not intended to include employees within other employee groups.



## **LETTER OF UNDERSTANDING - PRE-RETIREMENT**

An employee who has attained age fifty-five (55), and has officially notified the Employer of their intended retirement date, will be entitled, in the final twelve (12) months prior to retirement, to one (1) day's leave with pay for each ten (10) days sick leave accumulation in excess of one hundred and twenty (120) days. Such leave will be to a maximum of five (5) days.

## **LETTER OF UNDERSTANDING - SHORT-TERM TEMPORARY EMPLOYEES**

The parties agree to meet to discuss short-term temporary employees to discuss whether or not this group should be included under the YUSA/APUY Unit 2 Collective Agreement.

Short-term temporary employees are not intended to be used to delay the posting of YUSA/APUY Unit 1 positions nor shall such appointments be used in lieu of creating bargaining unit positions.

## LETTER OF UNDERSTANDING - SKILLS SHORTAGE

The Parties agree that after following the posting and recruitment procedures in **Article 12 - Job Posting**, if the Employer is unable to successfully recruit an employee with the requisite skills for a position in a certain job class, the Employer shall so notify the Union. Such notification may include the request for the Union's agreement to a compensation exclusion under Section 8(1)(e) of the Pay Equity Act. Any such request shall be accompanied by relevant documentation concerning the posting and recruitment process.

The Union shall respond, in writing, no later than five (5) working days following the receipt of the documentation, either agreeing to or disagreeing with the compensation exclusion and proposed salary level, and providing the reasons for its decision.

If the Union disagrees with the requested exclusion and/or proposed salary level, the Employer may, within three (3) working days, submit the matter in writing to a mutually agreed upon sole arbitrator for final and binding resolution. The arbitrator shall be retained to hear and dispose of the matter by summary award, and if possible, within five (5) working days of the date of the submission. The arbitrator may decide to permit or refuse the Employer's request.

The Employer will not proceed with the posting on the basis of a compensation exclusion until the agreement of the Union is received or the decision of the arbitrator is rendered and when posted the position shall be posted as provided in **Article 12 - Job Posting**.

The Union's agreement and/or the arbitrator's decision shall remain effective for all postings into the position in question and for demonstrably similar positions, for a period of up to twelve (12) months from the date the position is filled. YUSA/APUY employees, currently in demonstrably similar positions, will be compensated at the newly posted rate commencing on the date the posted position is filled.

The Union shall be notified of appointments made under this Letter of Understanding no later than five (5) working days following a decision being made.

Each party shall bear its own costs of arbitration hereunder. The fees and expenses of the arbitrator shall be shared equally by the parties.

## **LETTER OF UNDERSTANDING - TEMPORARY ENHANCED SEVERANCE PROVISION**

During the period August 1, 1999 to July 31, 2000 the Employer will offer a Temporary Enhanced Severance program for employees who are given notice of job closure during this time period. This program is intended to offer employees, for a limited time period, an option not available under the terms of the Collective Agreement.

Employees will be given this option at the time of the meeting to discuss their options under the Letter of Understanding - Temporary Layoff and Recall Provisions. This meeting will take place within three (3) working days of receipt of notice of job closure. The employee will have up to ten (10) working days following this meeting to select an option.

If the option of temporary enhanced severance pay is chosen, such pay will be provided at the rate of two (2) weeks' pay, at the employee's regular rate of pay, for each completed year of service to fifteen (15) years, and at the rate of three (3) weeks' pay for each additional completed year of service over fifteen (15) to a total maximum of sixty (60) 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 Temporary Enhanced Severance pay shall be terminated immediately.

## **LETTER OF UNDERSTANDING - TEMPORARY LAYOFF AND RECALL PROVISIONS**

The Employer shall, whenever practicable, keep layoffs to a minimum. In the event a layoff occurs, the Employer will observe the seniority of employees in connection with layoff and recall. During the period of August 1, 1999 to July 31, 2000, employees with six (6) or more years of seniority shall be entitled to temporary extended notice.

Employees affected by layoff shall, wherever possible, continue working during the notice period unless otherwise agreed to between the parties. Employees shall be granted reasonable time off during this period to seek other employment and to attend training programmes provided by the Employer. If their own or comparable work or alternate duties are not available during the notice period, employees shall suffer no loss of their normal salary and benefits for the duration of the notice period.

A grievance concerning a layoff may be submitted directly at **Step 2** no later than ten (10) working days following receipt of the formal written notice of job closure.

During the period August 1, 1999 to July 31, 2000, the provision of **Article 15 - Layoff and Recall** will be temporarily amended as follows:

Upon receipt of notice of job closure, the affected employee may elect to take temporary enhanced severance, a placement model, or a bumping model.

An employee with nine (9) or more years of seniority, at the time that he/she receives notice of job closure, normally shall receive twelve (12) months of notice. If less than twelve (12) months remains in the term of this Collective Agreement, then the notice period will be adjusted to either six (6) months or the time remaining in this Collective Agreement, whichever is greater.

An employee with six (6), seven (7), or eight (8) years of seniority, at the time that he/she receives notice of job closure, normally shall receive six (6) months of notice. If less than six (6) months remain in the term of this Collective Agreement, then the notice period will be adjusted to either the notice period as specified in the Employment Standards Act or the time remaining in this Collective Agreement, whichever is greater.

### Option 1 - Temporary Enhanced Severance

See Letter of Understanding - Temporary Enhanced Severance Provision.

Temporary Layoff and Recall Provisions (continued)

### Option 2 - Placement Model

The employee shall select a range of bands for placement. The employee will be interviewed by the Department of Human Resources and will complete testing where required. Once the assessment process is completed priority placement will commence.

The Employer shall first attempt to priority place an employee within the same band as the position from which he/she received notice of job closure. If the Employer is unable to place the employee within the same band, the Employer will attempt placement within other selected bands starting with the highest band and moving downward through the range.

During the placement, an employee shall be considered qualified where a training period of twenty (20) working days would allow the individual to meet the posted qualifications of the position. The employee shall have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the parties. When an employee requires training, the trial period shall immediately follow the training period.

If the employee is placed, the employee will be protected from bumping, according to the following schedule, which includes any training and trial period:

0-2 bands lower	6 months
3-4 bands lower	7 months
5-6 bands lower	8 months
7-8 bands lower	9 months
9-10 bands lower	10 months
11-12 bands lower	11 months

An employee who has refused either an interview or a job offer shall choose regular severance or layoff status.

If there is no placement available within the range, the parties may meet to discuss possibilities outside the range. If no placement is available, the employee must choose regular severance or layoff status, effective the end of the notice period.

If the employee does not successfully complete the trial period, the employee shall choose regular severance or layoff status. The parties agree to meet in a Labour/Management forum to discuss any unsuccessful trial period.

#### Temporary Layoff and Recall Provisions (continued)

##### Option 3 - Bumping Model

An employee will have the option to elect regular severance or layoff status at any time during the process.

The employee shall select a range of bands for placement and bumping purposes. The employee will be interviewed by the Department of Human Resources and will complete testing where required. Once the assessment process is completed priority placement at the same band level will commence. The employee must be fully qualified in order to be considered for any identified position.

An employee who has refused either an interview or an offer shall choose regular severance or layoff status. The Employer will discontinue its attempts to priority place and will not commence bumping procedures for an individual who has rejected an interview or an offer.

The Employer will first attempt to place an employee within the same band as the position from which he/she received notice of job closure. If the Employer is unable to place the employee, the employee may bump into a position at the same band as the position from which he/she received notice of job closure.

The employee will have the option to elect regular severance or layoff status, before bumping procedures commence.

Bumping procedures will be as follows:

- (1) the employee must be fully qualified for any identified position;
- (2) review of the positions for bumping will commence with the person with the least seniority in the same band as the position from which the employee received notice of job closure. If the employee does not meet the qualifications, bumping procedures will continue to the next person with the least seniority within the band and continue until a successful position is found or the seniority of the employee bumping is reached;
- (3) if the Employer is unable to successfully find a position for which the employee bumping is qualified, the Employer will attempt placement within other selected bands starting with the highest band and moving downward through the range;
- (4) if the Employer is unable to place the employee within the selected range, the Employer will next review positions for bumping within the range specified beginning with the next lower band. This review will commence with the person with the least seniority. If the employee does not meet the qualifications, bumping procedures will continue to the next person with the least seniority within the band and continue until a successful position is found or the seniority of the employee bumping is reached. This process will continue moving downward through the range;
- (5) if the Employer has been unable to successfully find a position into which the employee can bump, the Employer shall then continue to try to place the employee within the selected range until the end of the notice period. The employee shall then choose regular severance or layoff status;
- (6) any employee who is displaced due to a bump shall receive formal written notice of at least four (4) weeks or such long notice as is specified in the Employment Standards Act. Such an employee is not entitled to receive temporary extended notice or temporary enhanced severance.

#### Layoff Status

An employee who is on layoff status under either Option 2 or 3, shall be entitled to the following:

- (1) Language of **Article 15.04 (a) - Layoff and Recall** and **(b)**;
- (2) the employment relationship of any employee who has been laid off for a period of twelve (12) or more consecutive months, shall be terminated;
- (3) it is understood between the parties that the provisions of various options including temporary enhanced severance, placement and bumping are provided to maximize opportunities for employees. At the end of the layoff period an employee shall not be entitled to termination pay and the employment relationship will be terminated; during

the layoff period an employee may use the procedures in **Article 12 - Job Posting** to apply for bargaining unit positions;

- (4) for a period of twelve (12) months following the commencement of layoff an employee shall be entitled to participate under the terms of the Academic Fee Waiver Policy in effect at the time of that employee's layoff.

### Recall

For a twelve (12) month period following the termination of the formal written notice period the employee shall be recalled if:

- (a) the position from which the employee had been laid off is reactivated; or
- (b) the position from which the employee had been bumped becomes vacant.

Notice of recall shall be made by registered mail to the last address of the employee known by the Employer. A copy of such notice will be sent to the Union office. It shall be the responsibility of employees to keep the Department of Human Resources informed of their current addresses.

Any employees failing to notify the Employer of their intention to return to work following a layoff within six (6) working days of the date on the registered recall letter mailed to their last known address, as set out in the Employer's records, shall be considered to have abandoned their employment relationship unless the employee has a satisfactory reason for failing to respond.

An employee, having notified the Employer of his/her intention to return to work as provided for in this article, fails to return to work within three (3) working days of his/her scheduled return, shall be considered to have abandoned their employment relationship unless the employee has a satisfactory reason for failing to respond.



**LETTER OF UNDERSTANDING**  
**- TEMPORARY PROMOTIONS, VACANCIES AND POSITIONS**

The parties agree to a six (6) month trial period to determine whether or not the processing of temporary assignments can be expedited. This is no way sets precedence for any future discussions involving the Joint Job Evaluation System.

1. Whenever practicable, before an employee is assigned additional duties or alternate duties the appropriate manager will complete the additional duties form and submit it to the Department of Human Resources. In addition to this form, the manager will also provide an Electronic Transaction Form (ETF) so that any change in salary can be processed.
2. A job analyst will rate the additional/alternate duties and will advise the manager and the incumbent of the rating of the position.
3. The salary will be adjusted based on the analyst's rating.
4. A rating committee will review the rating. If the analyst's rating is confirmed no change will take place. If the rating committee assigns a higher rate to the position, then the employee shall receive the new rate retroactive to the date on which the assignment started. If the rating committee assigns a lower rate the employee shall continue receiving the job analyst assigned rate until the end of the assignment. Notification will be consistent with **Article 14.08**.
5. The Department of Human Resources will maintain the Temporary Promotion Tracking List and the Union will be provided with the list once a month. In addition, each temporary promotion will be date stamped upon receipt.
6. The parties will meet three (3) months after the temporary procedures are in place to review the data and will meet again at the end of six (6) month period to assess whether or not the temporary arrangement has achieved the objectives.

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

YORK UNIVERSITY

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

President L. Marsden

M. Abram

P. Clark

P. Foulkes

G. Brewer

G. Malfatti

S. Callum

C. Sampana

N. Doran

J. Streb

J. Hebert

D. Tilling

M. Hissa

R. Irwin

D. Jeganathan

S. MacDonald

B. McKee

B. Merriman

C. Shook

