

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1356

AGREEMENT

between

YORK UNIVERSITY

(hereinafter referred to as the "University")

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1356

(hereinafter referred to as the "Union")

Effective Dates:           September 1, 2002  
  to  
  August 31, 2005

Ratification Date:         September 29, 2002

GENERAL PURPOSE

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union.

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**ARTICLE 1**  
**Recognition**

**1.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated March 1, 1971 and August 19, 1998, the University recognizes the Union as the sole and exclusive bargaining agent of all its employees engaged in maintenance, services and plant operations, save and except supervisor, persons above the rank of supervisors, office staff, students employed during the school vacation period, and persons covered by other collective agreements with the University.

**1.02** It is agreed that the University may hire employees to work twenty-four (24) hours per week or less. Persons so employed shall be subject to the terms and conditions as set forth in Collective Agreement except as otherwise noted in Appendix "A" that forms part of this agreement.

**1.03** A "part-time" employee is an employee who works not more than twenty-four (24) hours per week. A "casual" employee is an employee hired for a period of less than three (3) months and who, it is expected, will work the equivalent of full time hours during this period. The parties agree that, should the University decide to hire employees on a casual basis in the future, the parties will meet for purposes of negotiating rates of pay and any other terms and conditions of employment.

**1.04** Part time employees shall not be utilized in such a manner as would directly cause the loss of employment of a full time employee

**1.05** The inclusion in the bargaining unit of persons employed for twenty-four (24) hours per week or less does not limit or restrict the right of the University to exercise any other right it presently has under this collective agreement.

**ARTICLE 2**  
**Management Functions**

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

**ARTICLE 3**  
**Union Security**

**3.01** The University and the Union agree there shall be no discrimination, interference, restriction or harassment or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin or ancestry, political or religious affiliation, sex, family status or marital status, place of residence, sexual orientation, handicap, nor by reason of membership or activity in the Union.

**3.02** During the period of this Agreement all employees who are, at the date of signing of this Agreement, members of the Union or who later become members of the Union shall remain members in good standing. All new employees hired subsequent to the date of signing of this Agreement shall become members of the Union and shall pay an initiation fee after successful completion of the probationary period as provided for in **Article 10.01**.

**3.03** An amount equal to monthly Union dues and/or assessments will be deducted from each employee from the first pay in the month following date of hire, and in each month following, as authorized by the Union and certified to the University by the Secretary-Treasurer of Local 1356.

**3.04** The University shall remit the amounts deducted to the Secretary-Treasurer of Local 1356 by the end of the month in which the deductions were made. At the same time the University will provide a statement showing the names of those employees from whose pay a deduction was made and a copy of this list will be sent to the Union's National Headquarters.

**3.05** A Union Steward, or member of the Executive, shall be given the opportunity to interview a new employee once, during that employee's probationary period, during regular working hours and without loss of pay. This interview, which shall not exceed fifteen (15) minutes, shall be for the purpose of discussing with the new employee the benefits, duties and responsibilities of Union Membership, and shall be held, if possible, within five (5) working days of the employee having commenced work. The time and place for the interview will be arranged by the Supervisor of the new employee.

**3.06** The University shall continue to provide CUPE, Local 1356 with office accommodation at the Keele Campus.

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

**3.08** The University recognizes its responsibility to provide a workplace free from sexual, gender, or racial harassment or discrimination. If an employee feels so harassed and needs to seek recourse other than with supervisory staff or a Union Steward, there exists at the University the Centres for Race and Ethnic Relations and Sexual Harassment whose mandate includes the development of policies and procedures consistent with the Human Rights Code.

Information on policies and procedures are available through the above mentioned offices or can upon request, be made available through supervisory staff or a Union Steward.

For purposes of this article the definitions of harassment shall be consistent with the Human Rights Code in force at the signing of this agreement.

#### **ARTICLE 4** **Union Representation**

**4.01** The University will recognize a Negotiation Committee composed of the President and up to six (6) members of Local 1356. The Union will advise the University in advance of the members' names. The Union agrees that, except for the President, there shall not be more than one (1) employee elected or appointed to the Negotiation Committee from any one (1) classification within Maintenance, Grounds or Housing.

**4.02** Employees appointed to this Committee shall have service with the bargaining unit.

**4.03** The Union shall be entitled to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the University.

**4.04** Members of the Negotiation Committee shall be given time off during their normal working hours without loss of pay while actually attending meetings with the University. Any member of the Negotiation Committee who normally works on the afternoon or night shift will be given time off with pay of four (4) hours - if the negotiation meeting lasts four (4) hours or less - and eight (8) hours - if the negotiation meeting lasts more than four (4) hours.

Members of the Negotiation Committee, regularly on evening or night shift, shall be entitled to release time to prepare for negotiations. A bank of sixteen (16) paid hours will be allotted for use by the Negotiation Committee towards such preparations.

**4.05** The privilege of the President, or designate to leave work during normal working hours without loss of pay for the purposes of investigating disputes and presenting **STEP 2** grievances will be granted provided that verbal permission is obtained from the Superintendent or designated representative before leaving work and that the President reports immediately back upon return. Such permission shall not be unreasonably withheld.

**4.06** The University agrees that the President, Vice President and Chief Steward of CUPE, Local 1356 shall, if appropriate, be transferred to the day shift during the period of such official's term of office. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of **Article 13.02 Term/Task**, and duration of the term may be extended without re-posting. Upon completion of the term of office the employee shall be returned to the employee's former position. It is understood that the employee's Basic Hourly Rate shall not be reduced as a result of such transfer.

**4.07** The University agrees that the Vice-President, CUPE, Local 1356 shall, if appropriate, be transferred to the day shift when the Chief Steward and the President are on scheduled or unscheduled absences of five (5) or more days. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of **Article 13.02 Term/Task**, and duration of the term may be extended without re-posting.

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

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

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

**4.11** The University shall recognize two (2) members of the local to represent its members regarding issues of work accommodation.

When a meeting is scheduled to be held with an employee, if the employee wishes, one (1) designate representative may also attend.

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

**ARTICLE 5**  
**Union Representation (Stewards)**

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

|                                    |     |
|------------------------------------|-----|
| Chief Steward                      | (1) |
| Caretaking (Days) - York Campus    | (1) |
| Caretaking (Evenings)- York Campus | (2) |
| Caretaking (Nights) - York Campus  | (1) |
| Glendon College                    | (1) |
| Grounds - York Campus              | (1) |
| Housing                            | (1) |
| Maintenance - York Campus          | (1) |
| Transportation                     | (1) |

**5.02** The Union shall advise the University, in writing, of the name and area represented by each of the Stewards. The University will recognize the status of such employees as Stewards only from the date of receipt of such written notice.

**5.03** All Stewards shall have service within the bargaining unit and shall be actively employed in a bargaining unit position.

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

- (a) the Steward concerned obtains permission from the Steward's immediate Supervisor, or designated representative, before leaving work, and reports immediately upon return. Such permission shall not be unreasonably withheld; and
- (b) the Steward also obtains the permission of the immediate Supervisor of the employee concerned before discussing the matter with the employee concerned; and
- (c) the time away from the Steward's work shall be devoted to the prompt handling of a grievance; and
- (d) no Steward shall spend an unreasonable amount of time servicing grievances.

**ARTICLE 6**  
**Grievance Procedure**

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

**6.02** No grievance shall be considered where the request for the **Complaint Stage** meeting, if applicable, or the submission of the written grievance at the appropriate Step, occurs more than five (5) working days after an employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

**6.03** **COMPLAINT STAGE** If an employee has a grievance the employee shall first discuss the matter with the immediate Supervisor, accompanied by a Union Steward, if the employee so wishes. No grievance shall be deemed to exist until it has been discussed by the employee and the immediate Supervisor, at a suitable time to be fixed by the Supervisor, within two (2) working days of the date of the request for such a discussion. The Supervisor's written answer shall be given within three (3) working days after the said discussion.

**6.04** **STEP 1** If the grievance is not settled as provided for in **Article 6.03**, it shall be given, in writing, within three (3) working days to the employee's Superintendent, Manager, or designate. The written grievance shall be signed by the grievor and the Union Steward and shall contain details of the matter in dispute, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The Superintendent, Manager, or designate, will give a written reply, within three (3) working days of receipt of the grievance, to the Union Steward concerned, with a copy sent to the Chief Steward. In the event that a meeting is held to discuss the matter, the written reply shall be given within three (3) working days after the conclusion of this meeting.

**6.05** **STEP 2** If the grievance is not settled in **STEP 1** it may be clearly noted **STEP 2**, dated, signed by the Chief Steward and submitted to the Director, Non-Academic, Employee Relations or designate within three (3) working days of receipt of the **STEP 1** reply. The Director, Non-Academic, Employee Relations or designate and the appropriate management representative(s) shall meet within twenty-eight (28) working days of receipt of the STEP 2 grievance to discuss the grievance with the grievor, the Union Steward concerned, the Chief Steward and a member of the Executive at a time to be mutually agreed-upon within three (3) working days following receipt of the request for such meeting. The University's written reply shall be given, to the Chief Steward, within three (3) working days following the conclusion of this meeting.

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

**6.07** If a grievance is not settled at STEP 2, the parties may agree to refer the matter to a mutually agreed upon Grievance Mediator. Agreement to refer the matter to mediation does not alter the timelines set out in this Article or in **Article 7 - Arbitration**, unless agreed to by the parties. The parties agree to establish a list of not less than four (4) approved Mediators.



Mediation will be applied for within twenty-eight (28) days. The parties agree to share equally in the cost of the Grievance Mediator.

**6.08** Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedure. Any of the time allowances set out in this Article may be extended if mutually agreed to, in writing.

**6.09** A group grievance is defined as a grievance where two (2) or more employees in one (1) or more sections allege that a specific provision or interpretation of this Agreement has been violated and the employees request the identical relief. The group grievance shall be presented directly at **STEP 1** if only one (1) section is involved or at **STEP 2** if two (2) or more sections are involved. However, no grievance shall be considered where the grievance is filed more than five (5) working days after the Union became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto.

**6.10** An employee who wishes to submit a grievance concerning an unsuccessful bid for a job posting shall submit this grievance, which shall indicate the Job Posting Number in question, directly at **STEP 2**.

**6.11** A policy grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of this Collective Agreement, which arises directly between the University and the Union. It shall be submitted directly at **STEP 2** subject to the time limits set out in **Article 6.02**.

**6.12** A member of the Union executive shall be able to act as a Union steward, if all stewards are absent from work.

## **ARTICLE 7** **Arbitration**

**7.01** If a grievance is not settled in **STEP 2**, it may be taken to Arbitration either under the expedited arbitration provisions of the Ontario Labour Relations Act or by a written notice signed by the President of Local 1356, or designate and given to the Director, Non-Academic Employee Relations within five (5) working days after receipt of the University's written reply as required in **STEP 2**, or within five (5) working days after the meeting with a Grievance Mediator as referred to in **Article 6.07** above if the matter has not been resolved.

**7.02** In the latter case:

- (a)** if the matter is to proceed to a (3) three-person board, the written notice shall contain the name and address of the Union's appointee to the board, the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought. The University shall, within five (5) working days, notify the Union of the name and address of its appointee to the board;
- (b)** the (2) two 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.

**7.03**

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

**7.04** The arbitrator or the Arbitration Board shall hear and determine the matter in dispute and shall issue an award which shall be final and binding upon the parties to this Agreement. The arbitrator or Arbitration Board shall, however, have no authority to add to, subtract from, ignore or alter any provision of this Agreement, nor to make an award which has such effect.

**7.05** The parties agree that the Steps, time limits and conditions specified in **Article 6**, Grievance Procedure, shall be binding upon the parties for the purpose of this Article unless an extension of such time limits has been mutually agreed to, in writing. Subsection 16 of Section 48 of the Labour Relations Act shall not apply to this Agreement.

**7.06** It is further agreed that the parties may agree to a single mutually agreed-upon arbitrator to hear the matter.

## **ARTICLE 8** **Discipline**

**8.01** An employee, other than a probationary employee, who is called before the supervisor concerning any disciplinary matter shall be accompanied by a Union steward. If the employee receives a reprimand, or if the employee is suspended or discharged, this shall be confirmed in writing to the employee within five (5) working days. Copies of this letter shall be sent concurrently to the Union and placed in the employee's personnel file in the Department of Human Resources. If twelve (12) months elapse without further similar or related incidents this letter shall be removed from the employee's personnel file and the employee's past record shall not be used against the employee.

**8.02** If an employee wishes to grieve the reprimand, suspension or discharge such grievance shall be submitted directly at **STEP 2** within five (5) working days from the date of the written confirmation provided for in **Article 8.01**.

## **ARTICLE 9** **No Strikes - No Lockouts**

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

**9.02** 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 10** **Probationary Period**

**10.01** Unless the University and the President, or designate of Local 1356, agree, in writing, to an extension of time, all full-time employees shall be considered probationary employees for a period of sixty (60) days worked, commencing from the date of the employee's most recent appointment to a bargaining unit position. The termination of an employee during the probationary period shall be at the sole discretion of the University based upon reasonable standards of performance and suitability.

## **ARTICLE 11** **Seniority**

**11.01** Seniority shall be defined as length of service in the bargaining unit.

**11.02** Upon successful completion of the probationary period the employee's seniority shall be deemed to have commenced from the date of most recent entry to the bargaining unit.

**11.03** Upon successful completion of the probationary period the seniority of an employee returning to the bargaining unit shall be adjusted to include the probationary period and accrued seniority, if any.

**11.04** The accrued seniority of an employee who is transferred or promoted out of the bargaining unit, but who remains an employee of the University, shall be retained by that employee, to the date of such transfer or promotion but will not continue to accumulate. If the employee returns to the bargaining unit within a period of two (2) years the terms of **Article 11.03** above shall apply.

**11.05** When a position is declared redundant, the employee who is displaced, will be offered the opportunity to transfer to any vacant position in the same classification and same shift and the Union will be so notified.

**11.06** The University agrees to observe the seniority of employees in connections with layoffs and recalls. It is understood that all term and task assignments will be terminated in a "classification" prior to any layoff.

In the event of a layoff of a full-time employee, the University will give the affected employee formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act. Concurrently, a copy of this notice will be sent to the Union.

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

- (a)** placement in vacant position at the same classification level if qualified or;
- (b)** if there is no vacancy, the employee may bump into a position at the same classification level, or lower, if qualified, where the incumbent has the least seniority, or;
- (c)** if the employee is not placed in a vacant position or chooses not to bump, the employee may elect to receive severance pay at the rate of one (1) week's pay at the employee's regular rate of pay for each completed year of service to fifteen (15) years, and at the rate of two (2) weeks' pay for each additional completed year of service to a total maximum of twenty-six (26) weeks (a partial year of service will be pro-rated at the appropriate rate by completed months). The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of receipt of such monies.

## **11.07 RECALL:**

For a twelve (12) -month period following the date of layoff employees shall retain their recall rights. While on layoff an employee may continue to participate in the extended health care, vision care, group life and dental care plans, if a plan member prior to layoff. For the first three (3) months of layoff the employee may continue to pay the employee's regular portions of the applicable premiums to the University, 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, group life and dental care plans by paying the total cost of the applicable premiums to the University, in advance, monthly subject to the provisions of the plans.

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

Recall rights shall be terminated on the loss of seniority in accordance with **Article 12.01 (c)**.

Grievances concerning layoffs and recalls shall be initiated at **Step 2** of the grievance procedure.

**11.08** Top seniority rights shall be accorded to current members of Local 1356's Executive Board and Stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their position on the seniority list, provided full-time work for which they are qualified and which they are able to perform, at their own or lower basic hourly rate is available.

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

**11.10** A seniority list will be prepared and a copy posted in the appropriate locations on the first working day each April and October. At the same time a copy will be forwarded to the Recording Secretary of Local 1356.

## **ARTICLE 12** **Loss of Seniority**

**12.01** Employee seniority and the employment relationship shall be terminated for any of the following reasons:

- (a)** If an employee quits the employ of the University for any reason;
- (b)** if an employee is justifiably discharged and not reinstated;
- (c)** if an employee has been laid-off for a period exceeding twelve (12) months;
- (d)** if an employee fails to notify the University of intention to return to work following a lay-off within ten (10) working days of the date of a registered recall letter mailed to the employee's last address as set out in the University records. It shall be the responsibility of the employee to keep the University informed of any change of address;
- (e)** if an employee, having notified the University of intention to return to work as provided for in (d) above, fails to return to work within ten (10) working days of the date of the original letter;

- (f) if an employee uses an approved leave of absence for a purpose other than that given as the reason for the leave;
- (g) if an employee is absent for two (2) consecutive scheduled working days without notifying the supervisor, and if the supervisor is not available, the superintendent or manager, as appropriate, and providing a reasonable explanation.

**12.02** An employee shall not be promoted or transferred to a position outside the bargaining unit without the employee's consent. An employee who has accepted such promotion or transfer shall retain any seniority accrued to the date of such move but shall not continue to accumulate seniority. If the employee does not return to a bargaining unit position within two (2) years from the date of such promotion or transfer, this accrued seniority shall be lost.

### **ARTICLE 13** **Job Posting**

**13.01** If the University elects to fill a caretaker nights or evening bargaining unit position, for which no termination date is anticipated at the time of appointment, such position shall be posted in accordance with the SPEEDY POSTING PROCEDURE below. If the University elects to fill a caretaker days bargaining unit position, for which no termination date is anticipated at the time of appointment, such position shall be posted indicating complex, where applicable, shift and department (FPC/CSBO), for a period of five (5) working days with a copy being sent to the Union. All other bargaining unit positions, for which no termination date is anticipated at the time of appointment, shall be posted, indicating shift and department (FPC/CSBO) for a period of five (5) working days with a copy being sent to the Union.

1. The posting will be on special paper and posted on official notice boards indicating complex, where applicable, shift and department (FPC/CSBO).
2. The posting will be forty-eight (48) hours duration (two (2) working days). Applicants will apply, using special application forms, to the appropriate personnel office.
3. Within two (2) working days following the closing of the posting, the most senior, qualified candidate will be selected.
4. Notice will be sent to the Union, including starting date, name and seniority date of successful applicant, and the names and seniority dates of the unsuccessful applicants. Letters will be sent to unsuccessful applicants.
5. The above process will occur until there are no qualified bargaining unit applicants with seniority, and then the University will extend its search.

**13.02** If the University elects to fill a bargaining unit position for a definite term or task that is expected to last more than three (3) months but not more than twelve (12) months, such position shall also be posted, but no secondary posting will occur. Upon completion of the definite term or task the employee, provided the employee transferred from a continuing bargaining unit position, shall be returned to the employee's original position. In the event the original position no longer exists, such employee will be placed in a vacancy in the employee's former classification. If no such vacancy exists, the employee will be allowed to exercise seniority to bump in accordance with **Article 11.06 (b)**.

Otherwise, upon completion of the definite term or task the employee will be terminated. If the employee fills another term or task position it will also be considered as a temporary transfer and the employment relationship will be terminated upon the completion of the additional assignment(s).

**13.03** An employee wishing to apply for a posted position must do so in writing within five (5) working days of the date of posting. A decision by the University shall be made within a further fifteen (15) working days and the affected employee(s) will be notified within an additional five (5) working days. The University shall provide the Union with a Job Posting Summary which shall include the name, seniority date and classification of all applicants, whether or not an applicant was selected, or that the University intends to extend its search.

**13.04** When filling a vacancy the qualifications of the applicant shall be given primary consideration. Where two (2) or more qualified applicants are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection. The University agrees that any persons who are being considered for "casual" employment must first meet the qualifications for such positions.

**13.05** When promoted or transferred to a new classification the employee shall have a trial period of forty (40) days worked, if the employee is transferred to a different shift but within the same classification then the trial period will be twenty (20) days, or if the employee is transferred to a different complex but within the same classification and the same shift then the trial period will be ten (10) days. If the employee is unable to perform the duties of the position in a manner satisfactory to the University, or if the employee finds the position unsatisfactory, the employee shall be returned to the former position. Any other employee who had been promoted due to the initial transfer or promotion shall be returned to that employee's former position. During the trial period the University may elect not to fill the vacancy created.

The successful applicant on a job posting for a caretaking position cannot apply for another position providing they go past the trial period on the same shift and within the same classification until sixty (60) working days have passed from the date of their last transfer.

If the employee returns to their former position during the trial period, as noted above, the position will not be posted again but will be awarded to the next applicant on the original posting.

**13.06** The University will provide CUPE, Local 1356, for information, with the qualifications required for current classifications as these become available. The University will also provide CUPE, Local 1356 with any qualification updates as determined by changing conditions or outdated qualifications.

## **ARTICLE 14** **Jury Leave**

**14.01** An employee who has been summoned to be a juror or witness by any body in Canada with the power to subpoena shall supply the supervisor, or designate, with a copy of the summons as soon as possible after receipt of same.

**14.02** An employee who has complied with **Article 14.01** shall be given leave of absence without loss of normal pay for each day of service performed which the employee otherwise would have been scheduled to work and does not work. To receive this pay, upon return to work the

employee shall provide the supervisor with written confirmation of the dates of service, signed by the appropriate official.

## **ARTICLE 15** **Bereavement Leave**

**15.01** Bereavement leave with pay is provided for the purpose of attending a funeral or for the purpose of providing services or solace to the family of the deceased. Therefore, in the event of a death in immediate family an employee will be granted, upon request, up to a maximum of five (5) days without loss of pay calculated at the employee's basic hourly rate. The term "immediate family" means the employee's spouse, child, parent, brother, sister, grandchild, current ward, legal guardian and same-sex partner. Employees shall be granted leave from work without loss of normal salary up to a maximum of three (3) consecutive working days for the following members son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and spouse's grandparent.

**15.02** If the family requests pallbearers to form an honour guard at the funeral of a deceased member of CUPE, Local 1356, the University shall grant the necessary time off without pay for up to six (6) members in the bargaining unit to attend the funeral and serve in such capacity.

**15.03** Vacation leave may be granted to full-time employees 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 15.01**. Such requests shall not be unreasonably denied.

**15.04** Bereavement leave shall be substituted for vacation when employees are bereaved in circumstances, as defined in **Article 15.01**, during their vacation.

**15.05** Bereavement leave shall be substituted for sick leave when employees are bereaved in circumstances, as defined in **Article 15.01**, during a sick leave.

## **ARTICLE 16** **Leave**

**16.01** It is agreed that an employee may be granted a leave of absence without pay for personal reasons for up to twelve (12) months. The following conditions apply to such a leave:

- (a)** for personal leave of up to three (3) months, application must be made in writing and submitted to the employee's Supervisor at least four (4) weeks prior to the start of the leave, except in cases of emergency where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied. Replies to such requests shall be made in writing and, if the leave is denied, the reason(s) shall be provided;
- (b)** for personal leave greater than three (3) months but not longer than twelve (12) months, application must be made in writing and submitted to the employee's Supervisor at least three (3) months prior to the start of the leave. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied. Replies to such requests shall be made in writing and, if the leave is denied, the reason(s) shall be provided;

- (c) personal leave without pay cannot be used for the purpose of alternative employment either at the University or elsewhere;
- (d) if a leave of absence does not exceed three (3) months, seniority shall continue to accrue. The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (**Article 24.01**). On return to work, employees shall be reinstated in their former position;
- (e) if a leave of absence exceeds three (3) months, seniority shall be frozen and not accrue after three (3) months. Employees may continue to participate in the Employee Benefit Plans (**Article 24.01**) by paying the total cost of applicable premiums to the University in advance, monthly, for any full months in which they do not work, subject to the provisions of the Plans. This arrangement shall not exceed nine (9) months. Upon expiry of the leave, employees shall be reinstated in their former position, if it continues to exist. If it does not, then the employee shall be reinstated in a comparable position in the employee's classification. If no such position exists, the employees may bump into a position and classification for which he or she is qualified;
- (f) a leave of absence without pay cannot be combined with any other leave such that the combination of leaves exceeds twelve (12) months.

**16.02** An employee who is elected to a full-time political office shall be granted upon request, in writing and fourteen (14) days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to the date of commencement of such leave. The posting of the resulting vacancy shall not be bound by the term/task time provisions of **Article 13.02** and the duration of the term may be extended without re-posting. Upon receipt of a written request at least four (4) weeks in advance the University will return the employee to the same or comparable position the employee was in at the start of the leave.

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

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

**16.04** At the request of the Union the University agrees to grant a two- (2) hour period once a calendar year for purposes of a regular membership meeting. The University agrees to grant time off from work without loss of pay to those employees regularly scheduled to work during that time.

## **ARTICLE 17** **Union Duty Leave**



**17.01** An employee who is elected or selected by Local 1356 to represent it at Union conventions or seminars will receive every consideration by the University to make attendance possible and permission shall not be withheld unreasonably. Such leave shall be without pay and without loss of seniority and shall normally be limited to not more than five (5) employees at one (1) time with not more than one (1) person from any one (1) classification. Requests will be considered if received in writing by the superintendent or manager at least fourteen (14) days in advance and, if granted, shall not exceed a total of forty (40) working days in any calendar year. Departmental operating requirements shall be the major consideration in granting/denying the leave, though the leave shall not be unreasonably denied.

**17.02** An employee who is elected or appointed to a position within the Union for more than three (3) consecutive months but not more than three (3) years shall be granted upon request, in writing and fourteen (14) days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to the date of commencement of such leave. If the resulting vacancy is posted, such posting shall not be bound by the time provisions of **Article 13.02 Term/Task**, and the duration of the leave may be extended to a maximum of three (3) years without re-posting. Upon receipt of a written request at least four (4) weeks in advance the University will return the employee to the same or comparable position that the employee was in at the start of the leave. In the event the original position no longer exists such employee will be placed in a vacancy in the employees former classification.

## **ARTICLE 18**

### **Pregnancy, Parental, Adoptions And Paternity Leave**

**18.01** An employee who is pregnant and who has been employed by the University for a period of at least thirteen (13) weeks immediately preceding the estimated birth date, shall be entitled upon her application to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request. If an employee commences pregnancy leave prior to completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.

**18.02** The written request for such leave shall be given at least two (2) weeks prior to the day on which the employee intends to commence her pregnancy leave and shall include the intended duration of such leave. This request shall also include the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated birth date.

**18.03** The University may, after exhausting all reasonable attempts to accommodate a pregnant employee, require a pregnant employee to commence leave at any time when the duties of her position cannot reasonably be performed by the pregnant woman, or the performance of her work is materially affected by the pregnancy.

**18.04** No employee shall be required to return to work following her pregnancy leave earlier than six (6) weeks following the actual birth date; nor shall she be permitted to do so unless she has given one (1) week's notice of her intention to return and has provided her supervisor, or designate, with a certificate signed by a legally qualified medical practitioner stating that she is able to resume the full duties of her position.

**18.05** 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 as may be permitted, and to pay an employee her paid leave entitlement as provided in **Article 18**.

## **18.06**

- (a)** An employee who intends to resume her employment on the expiration of her pregnancy leave shall provide her supervisor, or designate with at least two (2) week's notice of the date of her return. Upon return to work she will be returned to her prior position. If the employee requests a leave of absence, without pay, **Article 16.01 - Leave** - will apply.
- (b)** An employee wishing to return earlier from a seventeen (17) week pregnancy leave, (excluding under the terms of **Article 18.04**) shall notify her supervisor, or designate, in writing, at least four (4) weeks in advance, giving the revised date of return.

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

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

In addition, provided the employee is eligible for the above payments, the University will pay the employee for the first two (2) weeks of leave, i.e. the Employment Insurance Commission's unpaid waiting period - an amount equal to 95% of her normal earnings.

**18.08** An employee shall be granted up to five (5) days absence, with pay, for paternity or adoption leave. Except in exceptional circumstances the employee shall provide the Supervisor, or designate, with two (2) week's advance notice, in writing, of the approximate date of commencement of such leave.

## **18.09 Parental Leave**

An employee, who has been employed by the University for a period of at least thirteen (13) consecutive weeks, shall be entitled to a leave of absence without pay of up to thirty-five (35) weeks for the birth mother, or thirty-seven (37) weeks for other new parents following:

- (a)** the birth of the child; or
- (b)** the coming of the child into the custody, care and control of a parent for the first time.

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

**18.10** 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.

**18.11** The parental leave of an employee who has not taken pregnancy leave shall commence no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

**18.12** If an employee intends to take parental leave the employee shall notify their supervisor, or designate, in writing, four (4) weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

**18.13** An employee wishing to return from a parental leave prior to the original date of return shall notify the supervisor, or designate, in writing, at least four (4) weeks in advance, giving the revised date of return.

**18.14** An employee who wishes to follow a parental leave with a leave of absence without pay shall, if possible, request the leave prior to the commencement of the parental leave. Otherwise, the employee shall request parental leave four (4) weeks prior to the commencement of such leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not however be unreasonably denied.

**18.15** 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 13 - Job Posting**, for a maximum period of three (3) months following termination of the leave.

**18.16** The University and the employee shall continue to pay their regular portions of the premiums for the **Employee Benefits and Pension Plans - Article 24** during pregnancy leave and/or parental leave.

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

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

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

- (a) prevented by personal sickness or injury for which Workers' Compensation is not payable, from performing their normal duties; or,
- (b) must remain at home to care for an ill household member, or must attend a doctor's or dentist's office during working hours; or,
- (c) is under quarantine because of exposure to a contagious disease; or,
- (d) is receiving Workers' Compensation payments, in which case **Article 19.05** will apply.

**19.03** To qualify for sick pay, employees must:

- (a) have satisfactorily completed the probationary period; and,
- (b) have sufficient sick leave credits; and,

(c) have reported intended absence by telephoning the following Sections:

|                                       |                              |
|---------------------------------------|------------------------------|
| Bookstore                             | 416-736-5024                 |
| Caretaking                            | 416-736-5666                 |
| Glendon Housing                       | 416-487-6844                 |
| Glendon Physical Plant                | 416-487-6734                 |
| Grounds and Vehicles                  | 416-736-5501                 |
| Maintenance                           | 416-736-5554                 |
| Parking                               | 416-736-5138                 |
| Transportation                        | 416-736-2100 Extension 44400 |
| Undergraduate Housing (Complex 1 & 2) | 416-736-2100 Extension 70299 |
| York Apartments (Complex 3)           | 416-650-8096                 |
| York Lanes                            | 416-736-5526                 |

at a minimum of thirty (30) minutes before the start of the scheduled shift, unless exceptional circumstances prevent doing so for the first missed shift.

The employee, if absent for more than five (5) consecutive shifts, shall contact the University at reasonable intervals, no less than once a week and shall notify the University in advance of return to work;

(d) when requested to do so, provide proof of sickness in the form of a certificate acceptable to the University and signed by a medical practitioner. Such certificate will normally be required if the absence exceeds three (3) working days.

(e) if the Employer requests a second written medical opinion, the cost, if any, of any such opinion will be borne by the Employer.

**19.04** Approved sick pay claims shall be paid at the employee's basic hourly rate for the period concerned and the balance of sick credits or parts thereof shall be reduced accordingly. On or about February 1st, the University through the employee's immediate supervisor will provide each member of the bargaining unit with a copy of his/her attendance record.

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

**19.06** An employee who retires or resigns from the University after having accrued five (5) years' continuous service with the University shall receive an amount equal to 50% of the employee's outstanding sick leave credits. In the event of the death of an employee having five (5) years' continuous service with the University, an amount equal to 50% of the employee's outstanding sick leave credits, if any, shall be paid to the employee's surviving spouse. In the event there is no surviving spouse, the amount shall be payable to the employee's estate. This article shall not apply to any employee joining the bargaining unit after April 30, 1988.

## 19.07

- (a) Seniority shall accrue during any period of sick leave referred to in this Article. An employee returning from sick leave that has not exceeded twelve (12) months shall be reinstated to the employee's former classification. An employee returning from sick leave that has exceeded twelve (12) months will be placed in a vacant position in the employee's former classification or, if no vacancy exists and if the employee has sufficient seniority, the employee may elect to bump the employee in the returning employee's former classification with the least seniority.
- (b) The seniority of an employee on sick leave from a non-continuing term/task position shall continue to accrue for a period of one (1) month from commencement of such sick leave. Such employee shall be reinstated in that employee's former term/task position, if such position exists, if returning from a sick leave that has not exceeded one (1) month.

A term/task employee from a non-continuing position, who is on sick leave that has exceeded one (1) month shall not accrue seniority during the extended period.

The end date of a term/task position shall be clearly identified in the appointment letter from Human Resources beyond which there is no guarantee or commitment of employment.

- (c) An employee who is on sick leave from a term/task position, but who has transferred to the term/task position from a continuing position, shall continue to accrue seniority as provided for in **Article 19.07 (a)** above. Such employee, returning from sick leave that has not exceeded one (1) month, shall be reinstated in that employee's former term/task position, if such position exists. If the term/task position no longer exists, or if the employee is returning from sick leave that has exceeded one (1) month, the provisions of **Article 19.07(a)** shall apply.

## ARTICLE 20 Holidays

**20.01** The following holidays will be granted with pay calculated at the employee's basic hourly rate:

|                |                                  |
|----------------|----------------------------------|
| New Year's Day | Labour Day                       |
| Good Friday    | Thanksgiving Day                 |
| Victoria Day   | Working Day before Christmas Day |
| Canada Day     | Christmas Day                    |
| Civic Holiday  | Boxing Day                       |

Heritage 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 day off shall be by mutual arrangement between the supervisor and the employee.

**20.02** In addition to the above noted Holidays, if additional days during the Christmas - New Year's period are granted to other members of staff, such days will be granted to those employees who would not otherwise have been absent on those days on any kind of approved leave.

**20.03** The foregoing provision concerning payment for holidays shall not apply if:

- (a) the employee having been scheduled to work on such holiday, fails to report;
- (b) the employee does not work the full scheduled shift before and after the holiday unless on paid sick leave or other reasonable cause;
- (c) the holiday involved occurs or is observed by the University during a period when the employee concerned is absent from work on unpaid leave or by reason of being laid-off.

**20.04** An employee who works on any of the above specified holidays shall receive, if otherwise qualified as set out in **Article 20.03** above, pay for such time worked at two (2) times the employee's Basic Hourly Rate in addition to pay as provided for in **Article 20.01**. Where a holiday is observed by the University on a day other than its calendar date, the actual day of the holiday shall be deemed to be the holiday for the purpose of this Article.

**20.05** The University shall grant each member of the bargaining unit two (2) personal leave days in each calendar year. These days cannot be saved or banked. They will be taken at a time mutually agreeable between the employee and the University. In approving such leave departmental operating requirements shall be the major consideration. Permission shall not be unreasonably withheld. These days do not affect the vacation or sick leave credits.

## **ARTICLE 21** **Vacations**

**21.01** For the purpose of calculating vacation credits, Vacation Credit Years will be computed from July 1st in each year to June 30th inclusive in the following year. Employees will accrue the under-noted vacation credits for each month in which they work fifteen (15) days or more during their first and subsequent Vacation Credit Years. For the purposes of entitlement, paid vacation and paid sick leave, other than absence due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, will be considered as days worked.

Employees shall accrue vacation credits for time spent on the Work Accommodation Program.

**21.02** Employees shall accumulate vacation credits as provided for in **Articles 21.01** and **21.03** to a maximum of thirty (30) days. Requests for vacation will be submitted as provided for in **Article 21.06** and such requests will be approved after due consideration to University scheduling requirements and employee seniority.

### **21.03** CREDITS

During first Vacation Credit Year:

1 day/month to a maximum of ten (10) days.

During second to seventh Credit Year:

1 1/4 days/month to a maximum of fifteen (15) days/year.

During eighth to nineteenth Credit Year:

1 2/3 days/month to a maximum of twenty (20) days/year.

During twentieth and subsequent Credit Year:

2 1/12 days/month to a maximum of twenty-five (25) days/year.

**21.04** To receive any wages due during the vacation period, prior to commencement of vacation, employees must notify their Supervisor, in writing, at least thirty (30) days in advance of their intended vacation.

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

**21.06** Vacation requests will be received and confirmed in line with the following schedule. Requests made after the deadline(s) noted will not be subject to seniority claims.

| <u>For vacations during:</u> | <u>Deadline for requests to be in:</u> | <u>Vacation times confirmed/denied by:</u> |
|------------------------------|--|--|
| Jan. 1 - June 30             | October 1                              | November 1                                 |
| July 1 - Dec 31              | March 1                                | April 1                                    |

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

**21.08** An allowance for vacation credits, earned but not taken, and appropriate overtime percentage shall be paid upon termination of an employee.

**21.09** In addition to the above vacation credits employees shall receive, in the first full pay period each July, an additional payment for all overtime worked during the previous Vacation Credit Year. This payment shall be calculated as follows:

During the first Vacation Credit Year:  
4% of overtime hours worked.

During second to seventh Vacation Credit Year:  
6% of overtime hours worked.

During eighth and subsequent Vacation Credit Year:  
8% of overtime hours worked.

During the 20th and subsequent credit year  
10% of overtime hours worked.

**21.10** 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).

## **ARTICLE 22** **Hours of Work**

**22.01** The normal work week shall consist of five consecutive days Monday to Friday and the normal work day shall consist of eight (8) hours exclusive of a lunch period, which shall not be paid for. This shall not be construed as a guarantee of hours per day or days per week. A fifteen- (15) minute rest period with pay will be scheduled by the Supervisor in each half shift and a five (5) minute wash-up time with pay allowed before the end of the complete shift. Where examples of the Continental Work Week exist these may continue but no move to coverage in additional areas will be made.

**22.02** Overtime will be divided fairly among employees available and qualified to perform the work available. Overtime will be offered first to those persons in the applicable classification. All overtime hours which an employee has worked, refused, or for which the employee was unavailable will be recorded by Section, updated bi-weekly, and posted and a copy sent to the Union.

**22.03** An employee required to work in excess of eight (8) hours a day or forty (40) hours a week, shall be paid at the premium rate of time and one half the employee's Basic Hourly Rate.

**22.04** An employee who has completed a normal day's work and is recalled to work extra time shall receive a minimum of three (3) hours' pay at the appropriate overtime rate or the actual hours worked at the appropriate overtime rate, whichever is greater.

**22.05** No premium pay provided for in this Agreement shall be included as part of the Basic Hourly Rate of any employee for the computation of overtime pay. Further, if premium payments are provided under two (2) or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

**22.06** A meal allowance of \$10.00 will be provided, if an employee:

- (a) Receives less than twenty-four (24) hours' notice of overtime hours and continues work for more than one (1) hour past stop time and at intervals thereafter of four (4) hours; or
- (b) working pre-arranged overtime on a day off, works for more than nine (9) hours and at intervals thereafter of four (4) hours.

**22.07** Employees may be allowed, at the discretion of the supervisor, to take time off from regular duties at a rate of one and one-half (1½) hours for each overtime hour worked. This formula is in lieu of an employee receiving overtime pay. The procedure will be that an employee, after having worked an overtime assignment, shall inform the Supervisor of the intention of banking the overtime hour(s). The request for banking shall be made prior to the end of that pay period in which the overtime was worked. If the employee does not request to bank the hours, then the normal pay procedure will apply.



Employees may take a maximum of eight (8) days off in any May 1 - April 30 fiscal year period. It must be emphasized that in making any decision regarding the granting of permission under this policy, the operational requirements of the department shall be deemed of primary importance.

An employee who wishes to take time off and draw hours from the overtime bank shall first request permission from the immediate supervisor at least five (5) days in advance of the time desired to be absent from regular duties. Granting of permission shall be at the sole discretion of the supervisor. Should permission not be given, the normal grievance procedure shall not apply.

If permission is granted, the hours shall be deducted from the employee's bank. Employees shall not be allowed to take time off from regular duties for more than a maximum of two (2) occasions in any month, to a maximum of four (4) days per month. An employee may elect to cash out the overtime bank at any time prior to the ending of a pay period. At fiscal year end, any outstanding balance shall be paid out to the employee. However, an employee may carry forty (40) hours over to the next fiscal year to be taken as time off during the following May, June, July, or August, provided that the employee has submitted a written request by April 1, and has received approval from his or her immediate supervisor.

## **22.08**

- (a)** Some classifications shall be designated as being "on call". The employees in these classifications shall be available during other than their regularly scheduled hours of work, to respond to "call ins" received on a portable paging or telephony device. The classifications subject to the provisions of this clause are Plumber, Electrician, Control Mechanic, Maintenance Repairperson in Housing and Carpenter. The University may add to these classifications, following consultation with the Union.
- (b)** Employees shall be required to serve "on call" in rotation for periods of seven (7) consecutive days. A majority of the employees in each specified classification shall be available on the rotation list. In the event that insufficient employees have indicated an interest in serving on the rotation list, the University shall assign employees to the rotation list in reverse order of seniority until a majority of employees in the specified classifications are on the rotation list.
- (c)** Employees who are scheduled for "on call" periods shall be compensated as follows:
  - (i)** flat rate of four (4) hours at regular pay per seven (7) day period (excluding statutory holidays);
  - (ii)** Statutory Holidays: an additional one (1) hour at regular pay per day.
- (d)** The hours worked by the employee on "call in" will not be recorded and shall not be subject to the provisions of **Article 22.02**.

## **ARTICLE 23** **Wages**

**23.01** Basic Hourly Rate shall be as noted on Schedule "A" attached as part of this Agreement.

**23.02** Pay-day shall usually be every other Thursday by direct deposit to the employee's bank account.

**23.03** If an employee is temporarily filling a higher-paying classification than the employee's present classification the employee shall receive the higher rate of pay provided the employee works more than one (1) hour in any one (1) day in the new classification. If an employee is temporarily filling a lower-paying classification than the employee's present classification the employee's rate shall not be reduced until after thirty (30) consecutive working days.

**23.04** When any classification not covered by Schedule "A" is established during the term of this Agreement, the Basic Hourly Rate shall be subject to negotiation between the University and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**23.05** Any employee assigned to be a Lead Hand shall receive 50¢ per hour above the employee's Basic Hourly Rate for all hours worked as a Lead Hand.

**23.06** The evening shift shall be defined as any shift when more than one-half (1/2) the scheduled hours fall between 5:00 p.m. and 12:00 midnight. The night shift shall be defined as any shift when more than one-half (1/2) of the scheduled hours fall between 12:00 midnight and 8:00 a.m. A premium of 40¢ per hour worked shall be paid (other than to those employees in the classification Caretaker I - Nights or Caretaker - Nights) for each hour worked on an evening or night shift as defined herein. In the case of permanent, continuing positions, this premium will be added to the rates in Schedule "A" to form the basis for the hourly rate for that position on that shift. The position shall be deemed to be added to Schedule "A" and shall not be subject to **Article 23.04**.

## **ARTICLE 24**

### **Employee Benefits and Pension Plans**

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

1. Ontario Health Insurance Plan
2. Extended Health Care Plan – no private room or semi-private room coverage.
3. Group Life Insurance Plan
4. Long Term Disability Plan
5. Dental Plan - Current Ontario Dental Association Fee Guide with a change to the new O.D.A. Guide on the first of the month following its announcement by the Ontario Dental Association. – Effective the first month following the date of ratification, benefits increase to include major restorative at 50% (annual maximum \$2,500.), orthodontics at 70% (lifetime maximum (\$3,000.) and dentures at 75%.
6. Vision Care - Single coverage to a maximum of \$400/24 months with no deductible (including safety glasses).

Hearing Care - Single coverage to a maximum of \$300/36 months, no deductible

An employee may elect to pay any additional premiums required to extend Vision/Hearing Care coverage to family.

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

**24.03** The University shall contribute towards the cost of each plan listed in **Article 24.01** above an amount equal to:

- (1) 100%
- (2) 100%
- (3) 100%
- (4) 100%
- (5) 100%

(6) 100% (employee coverage only) of the rate applicable to an individual. In the event an employee is absent on Leave or Union Duty not exceeding three (3) months, the University shall continue to pay its portion of the applicable rate. However, if such a Leave exceeds three (3) months, the employee may continue to participate in the plan only if the employee pays to the University, in advance, the total cost of the coverage.

**24.04 Pension Plan**

- a) For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan, as approved and amended from time to time by the University.
- b) Employees joining the bargaining unit shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.

**ARTICLE 25**  
**General**

**25.01** The University will provide a bulletin board for the posting of Union notices provided all such notices are signed by an officer of the Union and are limited to notification of meetings and other items of legitimate interest to local Union members.

**25.02** The University will arrange for the printing of copies of this Agreement in booklet form. The University will supply each member and each new employee with a copy of the Collective Agreement.

**25.03** Supervisory personnel shall not work on any jobs included in the bargaining unit other than for purposes of instruction, experimentation or emergency, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

**25.04** The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management committee. This committee shall consist of an equal number of Union representatives, who shall be appointed by the

Union, and Senior management representatives, or their designates, appointed by the University of which shall be the Executive Director of Facilities Management, Executive Director, Campus Services and Business Operations and the Director Non-Academic Employee Relations. The committee shall function in advisory capacity only making recommendations to the Union and/or the University with respect to workload, SOP's, qualifications, community expectations, creative solutions, replacement due to retirement and/or LTD and all other related matters, its discussions and conclusions and shall not have the power to add to or modify in any way the terms of this Agreement. Members of this committee shall be given time off during normal working hours without loss of pay while attending committee meetings with the University.

The Committee shall select, from itself, one (1) Union member and one (1) Employer member to act as joint chairs. The minutes of the meeting shall be recorded by an appointee by management, approved by both Joint-Chairs and distributed within ten (10) days of such meeting. The Joint Chairs shall alternately preside over meetings.

Ad hoc meetings may be called at the request of either party. Such requests shall be made, in writing, and shall include the proposed agenda. Where either party has indicated, in writing, that there is an urgent matter requiring an ad hoc meeting, the parties agree to make to every reasonable effort to schedule the meeting within ten (10) days of receipt of the request.

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

**25.06** Effective January 1, 2003, Maintenance Helpers, Maintenance Repairperson and Trades I, II, III and IV employees shall receive \$200.00 value every one (1) year period for the replacement of hand tools and/or safety footwear. All other bargaining unit members except Cleaner 1 shall receive \$225.00 per two (2) calendar year period for the replacement of safety foot wear. The wearing of the safety footwear shall be a condition of employment.

**25.07** Normal retirement date shall be the first of July coincident with or next following attainment of age 65. Continuation of employment past normal retirement date shall be subject to the terms of the retirement policy in effect at the signing of this Agreement or as may be amended from time to time by University.

**25.08** The parties recognize that the University contracts out bargaining unit work on occasion. It is agreed that no current bargaining unit member shall be placed on layoff or have their classification reduced as a result of such practise. Further, it is not the intent of the University to use this practise to limit increases to the bargaining unit when such increase is appropriate and economically and operationally feasible. The University agrees to notify the Union at least two (2) weeks in advance of contracting out work normally performed by bargaining members except in cases of emergency where such notice would not be possible.

**25.09** The parties agree that the official personnel 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.

**25.10** Employees shall be eligible to participate in the Work Accommodation Program under the policy and procedures as outlined in the Accommodation in Employment for Persons with

Disabilities in effect at the signing of this agreement or as may be amended from time to time by the University.

### **25.11 Technological Change**

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

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

In the event the University 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 shall be given at least ninety (90) days before such introduction.

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

In the event that the employee is not suitable for the above mentioned re-training, or that there is no available position **Article 11 - Seniority (11.06 and 11.07)** will apply.

### **25.12 Inclement Weather**

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

### **25.13 Training**

The Parties agree to establish a Joint Training Program Committee, which shall include up to three (3) persons from the bargaining unit appointed by the Union, 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 programs for members of the bargaining unit. The Employer shall allocate \$5,000 during each calendar year to meet agreed-upon objectives. Any unused funds will be carried over to the next year.

## **ARTICLE 26 Health and Safety**

**26.01** The University will continue to make adequate provisions for the occupational health and safety of employees. The Union and the University undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

**26.02** Where the University deems it desirable in the interest of health or safety for employees to wear protective clothing or equipment issued by the university, the wearing of same shall be a condition of employment.

**26.03** The University will provide suitable uniforms. The wearing of uniforms shall be a condition of employment. Upon entering the probationary period for a permanent full-time position, an employee, will be issued uniforms to consist of ten (10) pieces. Uniforms for new employees will only be issued once during the fiscal year. Employees may have the choice of pants, shorts, or shirts to a total of three (3) pieces when uniforms are being renewed. Grounds and Vehicles staff shall also be supplied with coveralls and Maintenance staff also shall be supplied with coveralls as required.

**26.04** The University agrees that one (1) employee shall not be required or allowed to work alone in a swimming pool room. The University agrees that an employee, scheduled to work alone in a building, will be issued a two-way radio on a sign-in/sign-out basis for the applicable shift. Whenever possible, an escort shall be arranged, upon request, for a night Shift or evening Shift employee who is required to move from building to building during the performance of that employee's duties.

## **ARTICLE 27** **Correspondence**

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

To the University:

Director, Non-Academic Employee Relations  
Department of Human Resources  
York University  
Toronto, Ontario  
M3J 1P3

Fax number 416-736-5703  
E-Mail address macdons@yorku.ca

To the Union:

President  
Canadian Union of Public Employees  
Local 1356  
Box 18, Central Mail Room  
Curtis Lecture Hall  
York University  
Toronto, Ontario  
M3J 1P3

Fax number 416-736-5926  
E-Mail address Cupe1356@yorku.ca

or as notified by the corresponding party.

## **ARTICLE 28** **Duration or Modification of Agreement**

**28.01** This Agreement shall continue in force and effect until August 31, 2005, and shall continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

### SCHEDULE "A"

| CLASSIFICATION              | SEPT. 1/02<br>BASIC HOURLY<br>RATE | SEPT. 1/03<br>BASIC HOURLY<br>RATE | SEPT. 1/04<br>BASIC HOURLY<br>RATE |
|-----------------------------|------------------------------------|------------------------------------|------------------------------------|
| Caretaker I – Days*         | 15.87                              | 16.35                              | 16.84                              |
| Caretaker I – Evenings*     | 16.41                              | 16.90                              | 17.41                              |
| Caretaker 1 – Nights*       | 16.41                              | 16.90                              | 17.41                              |
| Caretaker - Days            | 16.16                              | 16.64                              | 17.14                              |
| Caretaker - Evenings        | 16.63                              | 17.13                              | 17.64                              |
| Caretaker - Nights          | 16.63                              | 17.13                              | 17.64                              |
| Driver/Caretaker - Days     | 16.45                              | 16.94                              | 17.45                              |
| Driver/Caretaker - Evenings | 16.89                              | 17.40                              | 17.92                              |
| Labourer - Days             | 16.41                              | 16.90                              | 17.41                              |
| Labourer - Evenings         | 16.83                              | 17.33                              | 17.85                              |
| Grounds Keeper              | 17.03                              | 17.54                              | 18.07                              |
| Driver                      | 17.60                              | 18.13                              | 18.67                              |
| Maintenance Helper          | 17.60                              | 18.13                              | 18.67                              |
| Glendon Gnds. Maint. Person | 17.70                              | 18.23                              | 18.78                              |
| Bus Driver                  | 17.93                              | 18.47                              | 19.02                              |
| Carpet Repairer             | 18.10                              | 18.64                              | 19.20                              |
| Operator - Days             | 19.43                              | 20.01                              | 20.61                              |
| Operator - Evenings         | 19.87                              | 20.47                              | 21.08                              |
| Maintenance Repairperson    | 20.29                              | 20.90                              | 21.53                              |
| Trades I                    |                                    |                                    |                                    |
| - Horticulturist            | 22.43                              | 23.10                              | 23.79                              |
| - Locksmith                 | 22.43                              | 23.10                              | 23.79                              |
| - Carpet Installer          | 22.43                              | 23.10                              | 23.79                              |
| Trades II                   |                                    |                                    |                                    |
| - Steeplejack               | 23.51                              | 24.22                              | 24.95                              |
| - Painter                   | 23.51                              | 24.22                              | 24.95                              |
| Trades III                  |                                    |                                    |                                    |
| - Control Mechanic          | 25.03                              | 25.78                              | 26.55                              |
| - Plasterer and Tile Setter | 25.03                              | 25.78                              | 26.55                              |
| - Carpenter                 | 25.03                              | 25.78                              | 26.55                              |
| - Millwright                | 25.03                              | 25.78                              | 26.55                              |
| - Automobile Mechanic       | 25.03                              | 25.78                              | 26.55                              |
| Trades IV                   |                                    |                                    |                                    |
| - Electrician               | 25.24                              | 26.00                              | 26.78                              |
| - Plumber                   | 25.24                              | 26.00                              | 26.78                              |

**\*The Caretaker I rate of pay will remain in Schedule "A" until such time as there is no employee performing work in that position.**

**Basic Hourly Rate applicable upon satisfactory completion of the probationary period. Hiring rate is \$0.50 per hour less.**

**LETTER OF INTENT**  
**Caretaker Classification**

The Cleaner I Days, Nights and Evenings and Cleaner II Days, Nights and Evenings classifications will be combined and titled Caretaker Days, Nights, and Evenings. The wage rate for a Caretaker will be based on the existing Cleaner II rate of pay respective of the shift worked. Those employees presently classified in the Cleaner I classification will be given the opportunity to receive a ninety (90) days worked training programme to qualify for a Caretaker position. The duties of a Caretaker will be those specified on the present Cleaner II job posting respective of the shift worked. Those employees that qualify for the position of Caretaker following the training period will be placed in a Caretaker position on the same shift presently being worked. It is understood that an employee must perform all of the duties in the position of Caretaker in order for that employee to be paid the Caretaker rate of pay. Those employees that do not qualify for the position of Caretaker will remain as a Cleaner I and be paid the existing rate of Cleaner I plus any negotiated increases that are applicable to that category.

It is understood that all future employees in the Caretaking Section hired into this position will be Caretaker Days, Nights or Evenings. It is further understood that employees hired as casuals may not be fully qualified to perform all of the functions of a Caretaker.

Cleaner I Employees will be notified in writing within thirty (30) days of the ratification of this Agreement that they will have the opportunity of entering a ninety (90) days worked training programme to qualify for a Caretaker position. The training programme will commence within five (5) working days after the employee indicates an interest in becoming a Caretaker. If the Cleaner I employee is not interested and/or fails to meet the written qualifications for a Caretaker the University will be notified in writing by the Caretaking Section and a copy of this notice will be placed in the Employee's Personal File. Concurrently a copy of this notice will be sent to the Union.



**LETTER OF INTENT**  
**Job Posting**

The University and the Union will work together to create inter-bargaining unit job posting.

**LETTER OF INTENT**  
**Job Registry**

In the event the Job Registry is established with the Provincial Government or a majority of southern Ontario universities agree to create a Job Registry, the University agrees to discuss with CUPE our participation in such a registry.

**LETTER OF INTENT**  
**Merger and Amalgamation**

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

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

**LETTER OF INTENT**  
**Procedure for Dealing with Complaints of Harassment or Discrimination**

This letter of intent, which incorporates many of the elements of the "Draft Procedure for Dealing with Complaints of Harassment and Discrimination by University Employees" now stands as the Procedure for Dealing With Complaints of Harassment of Discrimination with respect to CUPE 1356 employees. Where the procedures described in this letter of intent differ from those procedures, the procedures in this letter of intent shall apply to CUPE 1356 employees.

The parties agree that all CUPE 1356 employees, whether a Complainant or a Respondent, shall be subject to the following procedures:

- (1) These procedures are not intended to extinguish rights and remedies available at law to any of the parties or persons concerned.
- (2) In order to help facilitate the informal resolution of harassment or discrimination issues and treat Complainants and Respondents fairly, reasonable steps will be taken throughout these procedures so that only those who need to be made aware of a complaint in order to administer or participate in these procedures are provided with information about a complaint. Further, all memoranda and reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those who, in providing advice and carrying out duties contemplated in these procedures, have a need to know of their existence and content.
- (3) The Complainant, (and the Respondent where appropriate), shall be informed by the Centre that an advocate of their choice may accompany them throughout the process described below. The Complainant shall be further advised at the initial appointment that the union of which she or he is a member may be notified of the complaint on her or his request. The time restrictions for filing a grievance under the Complainant's collective agreement as it pertains to the complaint will be considered suspended throughout the complaint process set out below.
- (4) An individual who believes she/he is being harassed or discriminated against on prohibited grounds under the Human Rights Code of Ontario (i.e., on grounds of "race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or ...[disability]" ) shall discuss the incident(s) with the appropriate complaint centre (e.g. . The Centre for Human Rights and Equity, The Centre for Persons with Disabilities, The Centre for Race and Ethnic Relations, The Sexual Harassment Education and Complaint Centre). Managerial/supervisory employees who receive a complaint about harassment or discrimination by an individual on a prohibited ground set out in the collective agreement will provide that person with a copy of these procedures and assist that person in making an appointment to discuss the incident(s) with the appropriate complaint centre. Managerial/supervisory employees who receive a complaint shall prepare a brief written memorandum to the Centre setting out the date and time the complainant first contacted them, and confirming that they gave the complainant a copy of these procedures and assisted the Complainant in making an appointment with the Centre and will forward this Memorandum to the Centre. Managerial/supervisory employees shall not keep copies of such memoranda.
- (5) Normally, within ten (10) working days following this discussion the Centre shall make a preliminary determination as to whether the complaint is one which:

- (a) Is based on facts which have occurred more than six months prior to the date of the lodging of the Complaint;
  - (b) Is one which might be resolved informally; or
  - (c) Is one which might be resolved by mediation; or
  - (d) Is one which might not be resolved informally or by mediation and requires a formal complaint and investigation;
  - (e) Is trivial, frivolous, vexatious or made in bad faith.
- (6) Where it appears to the Centre that the facts upon which the Complaint is based occurred more than six months before the Complaint is made, unless the Centre is satisfied that the delay was incurred in good faith, the Centre may recommend that the University not deal with the Complaint.
- (7) If, in the opinion of the Centre, the Complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to assist the Complainant further.

**(8) Informal resolution:**

- (a) If the matter is one which, in the opinion of the Centre and the Complainant, might be resolved informally, the Centre will use its reasonable efforts to assist the Complainant in effecting an informal resolution which, if achieved, will be the end of the process. The parties to any such resolution may include the respondent and (where required or desirable), representatives of the union(s) of which each of the Complainant and Respondent are members and the University represented by a manager.
- (b) Advice given to a Complainant concerning informal resolution will be reflected in a memorandum prepared by the Centre and signed by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified.
- (c) Should informal resolution fail, either party may request mediation or a formal

**(9) Mediation**

- (a) If the matter is one which, in the opinion of the Centre, the Complainant and the Respondent might be resolved by mediation, the parties will be referred to the mediation services of [Mediate@York](mailto:Mediate@York). Within ten (10) working days of such referral, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and the Union. Within ten (10) working days the mediator will then coordinate a meeting between the mediator and the parties involved.
- (b) The parties to any such mediation will include the Complainant and Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, the University (represented by the manager(s) of the area(s) in which each of the Complainant and respondent are employed) and a representative of any other department that will be affected by the result of the mediation.
- (c) The outcome of the mediation will result in one of the following:
  - I. No resolution is reached and the Complainant decides to withdraw the allegation and take no further action.
  - II. A resolution is reached, written up and signed by all parties to the mediation. The Centre and each of the parties to the mediation shall receive a copy.
  - III. No resolution is reached and the Complainant requests that the matter proceed to the Formal Complaint and Investigation stage.

(10) **Formal Complaint and Investigation**

- (a) If a matter is one which, in the opinion of the Centre, could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or mediation within a reasonable time, the Centre will upon request assist the Complainant in preparing a formal complaint. A formal complaint will be in writing and signed by the Complainant, and, where appropriate, includes a Complaint contained in a grievance under a collective agreement.
- (b) A copy of the formal complaint will be forwarded to the Respondent and to the Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed and if the Complainant is an employee, to the Dean/Principal/University Librarian/Vice-President in whose area the Complainant is employed.
- (c) The Respondent will submit a written response to the formal complaint to the appropriate Dean/Principal/University Librarian/Vice-President.
- (d) Within fifteen (15) working days of receiving a Formal Complaint and the Response, the Dean/Principal/University Librarian/Vice-President shall determine whether a formal investigation is warranted, and if so will appoint an Investigator to look into and report on the facts surrounding the Formal Complaint. The investigator will be drawn from a list of internal investigators which has been agreed to by the Employer and CUPE (the Union) and which may but need not include one or more members of the Union. The investigator shall promptly conduct an investigation of the allegations giving rise to the Complaint and compile a draft investigation report.
- (e) Upon receiving a Formal Complaint against an employee in his/her area the Dean/Principal/University Librarian/Vice-President will (in consultation with Employee and/or Academic Staff Relations, or with other University officials as appropriate) make a decision as to what remedial action, if any, should take place in the workplace while the investigation is taking place.
- (f) The investigator shall provide a copy of the draft investigation report to each of the Complainant and the Respondent, who shall have ten (10) working days in which to notify the investigator, in writing, of any errors or omissions in the report and the description of the facts or allegations provided by each of them to the Investigator.
- (g) The investigator shall forthwith after receiving any comment provided for above make such further enquiries, if any, as are necessary and prepare a final Investigation Report. A copy of the Investigation Report will be given to the relevant Centre, the Complainant, the Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, and the University.

(11) **Administrative Action**

- (a) Within twenty (20) working days of the receipt of the Investigation Report the President or Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed shall consult as appropriate and make a decision or give directions on:
  - (b) What remedial action, if any, shall be taken or continued in the Respondent's workplace in the circumstances;
  - (c) Whether the facts as revealed in the Investigation Report are such that some managerial action is warranted in the circumstances, and if so what managerial action (including the disposition of a grievance, disciplinary action or discharge) is so warranted;

(d) A copy of the decision shall be sent to the relevant Centre and to each of the Complainant and the Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members.

**(12) Reprisal**

No person shall be penalized in employment for bringing forward a Complaint in good faith, or for co-operating in the resolution or investigation of any Complaint.

**(13) Penalties for Vexatious or Bad Faith Complaints**

Individuals who make a Complaint against another person in bad faith or for a vexatious purpose may be subject to disciplinary action.

## **LETTER OF UNDERSTANDING** **Health and Safety**

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

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

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

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

To this end, York University has entered into agreement with CUPE Local 1356 and 1356-1 to establish a Joint Health and Safety Committee and guidelines for the composition, practise and procedures thereof, dated August 3, 1994. York University 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.

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Committee agreement, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified in **Articles 6** and **7** of the Collective Agreement.



**LETTER OF UNDERSTANDING**  
**Post-Retirements Benefits**

The University will facilitate a meeting between Great West Life representatives and the Union to arrange for employees to join a post-retirement benefit plan. Any such plan shall be 100% self-funded by participating employees. For greater clarity, the University's only obligation under this letter of understanding is to facilitate the above-described meeting and to provide administration for payroll deduction prior to retirement for individuals who wish to pre-pay premiums or pension benefit deduction if possible.

**LETTER OF UNDERSTANDING**  
**Staffing of Newly Owned University Buildings**

The University agrees that newly owned University buildings for which an occupancy permit has been received during the term of the collective agreement ("new buildings") will be covered by the certificates issued by the Ontario Labour Relations Board dated March 1, 1971 and August 19, 1998.

The Union agrees that, in staffing the new buildings, new classifications may be created for bargaining unit positions. Wages for these new classifications may be different than the wages for any classifications outside of the new buildings in accordance with **Article 23.04**.

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

This Letter of Understanding shall expire on August 31, 2005.

**LETTER OF UNDERSTANDING**  
**Seniority (Part-time Employees)**

The seniority of a part-time employee who becomes full-time will be established, other than as detailed in **Appendix "A" Article 11.02**, on a pro-rated basis by dividing their total number of hours worked since their last date of hire as a part-time employee, by eight (8) hours which is equivalent to the normal number of hours in a work day exclusive of a meal period.

## **APPENDIX "A"**

Appendix "A" forms part of this collective agreement and defines the terms and conditions of employment for Part-time employees. The collective agreement, except as outlined in APPENDIX "A", applies to Part-time employees.

### **ARTICLE 3** **Union Security**

**3.05** A Union Steward, or member of the Executive, shall be given the opportunity to interview a new part-time employee during their probationary period. This interview, which shall not exceed fifteen (15) minutes, shall be for the purpose of discussing with the new employee the benefits, duties and responsibilities of Union Membership. The time and place for the interview will be arranged by the Supervisor of the new employee.

### **ARTICLE 10** **Probationary Period**

**10.01** All employees shall be considered probationary employees for a period of four hundred and eighty (480) hours worked commencing from the date of the employee's most recent appointment to a bargaining unit position. Probationary employees may be laid off for lack of work or discharged during the probationary period at management's discretion based on reasonable standards of performance and suitability. Probationary performance will be monitored, and a written assessment will be conducted after two hundred and forty (240) hours worked. The Union would be advised.

### **ARTICLE 11** **Seniority**

**The Article below completely replaces that which is in the main body of the Agreement.**

**11.01** An employee attains seniority upon completion of the probationary period, however, seniority, on completion of probation, shall be calculated from the date of hire or the date on which the part-time employees were certified, whichever is the most recent.

**11.02** In the event that an employee in the part time group is a successful applicant for a position in the full time group, the employee will, upon completion of the probationary period, be credited with their part time seniority for purposes of vacation entitlement.

**11.03** Casual employees will be laid off prior to part time or full time employees in those classifications where casual employees are employed (casual, probationary, part-time, term task, full-time). Layoffs within the part time group shall be by reverse order of seniority within a classification.

**11.04** Employees shall be recalled in order of their seniority as they meet the qualifications for the positions available.  
Recall rights shall be terminated on the loss of seniority in accordance with **Article 12.01(c) of Appendix A.**

Grievance concerning layoffs and recalls shall be initiated at **Step 2** of the grievance procedure.

**11.05** A seniority list will be prepared and a copy posted in the appropriate locations at the end of the first working week each January, April, July, and October. At the same time a copy will be forwarded to the Recording Secretary of Local 1356.

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

## **ARTICLE 12** **Loss of Seniority**

**The Article below completely replaces that which is in the main body of the Agreement.**

**12.01** Employee seniority and the employment relationship shall be terminated for any of the following reasons:

- (a) if an employee quits the employ of the University for any reason;
- (b) if an employee is justifiably discharged and not reinstated;
- (c) if an employee has been laid-off for a period exceeding four (4) months;
- (d) if an employee is absent for two (2) consecutive scheduled working days without notifying the Supervisor, and if the Supervisor is not available, the Manager, as appropriate, and providing a reasonable explanation. An employee who is unable to report for work shall advise the University by phone as set out in Article 19.03 (c) of the agreement.

## **ARTICLE 13** **Job Posting**

**Does not apply.**

## **ARTICLE 15** **Bereavement Leave**

**15.01** Employees shall be granted leave from work without loss of normal earnings up to a maximum of three (3) consecutive days at the time of death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, current ward, legal guardian, and same sex partner.

**15.03** **Does not apply.**

## **ARTICLE 16** **Leave**

**Does not apply.**

**ARTICLE 17**  
**Union Duty Leave**

**17.01** In the event that an opportunity arises for a part time employee to attend at a Union function, the parties shall meet to discuss the possibility of the employee attending same.

**17.02** An employee who is elected or appointed to a position within the Union for more than three (3) consecutive months but not more than three (3) years shall be granted upon request, in writing and fourteen (14) days in advance, a leave of absence. During such leave the employee will maintain seniority accrued to date of commencement of such leave. Upon receipt of a written request at least four (4) weeks in advance the University will return the employee to the same or comparable position that the employee was in at the start of the leave. In the event the original position no longer exists such employee will be placed in a vacancy in the employees former classification.

**ARTICLE 18**  
**Pregnancy, Parental, Adoptions and Paternity Leave**

**The Article below completely replaces that which is in the main body of the Agreement.**

**18.01** Employees shall be entitled to Maternity and Parental Leave as provided for under the Employment Standards Act.

**ARTICLE 19**  
**Sick Leave**

**Does not apply.**

**ARTICLE 20**  
**Holidays**

**The Article below completely replaces that which is in the main body of the Agreement.**

**20.01** The following Holidays will be granted with pay calculated at the employee's basic hourly rate:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

**20.02** The foregoing provision concerning payment for Holidays shall not apply if:

a) the employee fails, without reasonable cause, to work all of their regularly scheduled day of work before or after the public holiday;  
or,

b) the employee fails, without reasonable cause, to work their entire shift on the public holiday if they agreed to or were required to work that day.

**20.03** Employees who qualify for holiday pay as set out in **Article 20.02** above, will be paid at the rate of one and one-half (1½) times their regular rate of pay for hours worked on a paid holiday.

## **ARTICLE 21** **Vacations**

**The Article below completely replaces that which is in the main body of the Agreement.**

**21.01** Employees shall be entitled to vacation with pay as provided for under the Employment Standards Act.

## **ARTICLE 22** **Hours of Work**

**The Article below completely replaces that which is in the main body of the Agreement.**

**22.01** The normal work week shall consist of no more than eight (8) working hours per day, excluding an unpaid meal break of one-half (1/2) hour, to a maximum of twenty-four (24) hours per week. The Employer may alter the length of the workday and the number of working days per week provided that the total hours worked per week do not exceed forty (40) hours. It is understood that there is no guarantee as to the number of hours to be worked in a week.

**22.02** Each employee shall be entitled to one (1) fifteen (15) minute paid break period in each four (4) hour shift.

**22.03** Employees will be paid overtime at the rate of one and one-half (1½) times the employee's regular hourly rate in the event that they work beyond forty (40) hours in a work week.

**22.04** Notwithstanding the provisions of Article 22.01 above, it is understood that during peak periods, employees may be scheduled to work in excess of twenty-four (24) hours per week. Peak periods shall be understood to mean the month around the last day of classes in the spring, the month around the first day of classes in the fall and the month around Christmas Day.

**22.05** Employees shall be required to sign the University's Hours of Work Compliance Form.

## **ARTICLE 23**

### **Wages**

**The Article below completely replaces that which is in the main body of the Agreement.**

**23.01** Basic Hourly Rate shall be as noted on Appendix "A" Schedule "A" attached as part of this Agreement.

**23.02** Pay-day shall usually be every other Thursday by direct deposit to the employee's bank account.

**23.03** When part-time caretakers are used to backfill for full-time caretakers, they will be paid the probationary full-time rate: i.e. the full-time job rate minus 50 cents per hour.

**23.04** When any classification not covered by Schedule "A" is established during the term of this Agreement, the Basic Hourly Rate shall be subject to negotiation between the University and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**23.05** For part-time caretakers, we will pay the **Appendix A Schedule A** rates in the current collective agreement plus a 50 cents hourly increment for weekend caretaking.

**23.06** Any employee assigned to be a Lead Hand shall receive 50 cents per hour above the employee's Basic Hourly Rate for all hours worked as a Lead Hand.

## **ARTICLE 24**

### **Employee Benefits and Pension Plans**

**Does not apply.**

## **ARTICLE 25**

### **General**

**25.05** **Does not apply.**

**25.06** Where the University deems it necessary, the wearing of safety footwear shall be a condition of employment. Employees who have successfully completed their probationary period of 480 hours, shall be reimbursed up to the value of \$75 for the purchase of safety footwear upon provision of a receipt. Upon being hired into a full-time position, the employee will be entitled to use up to the remaining value of the footwear allowance as stipulated in **Article 25.06** in the main body of the agreement.

**25.12** **Does not apply.**



**25.13** The duties for part-time caretakers in Housing at the Basic Hourly Rate in **Appendix A Article 23.03** will include:

- a) Cleaning apartments/ units between tenancies;
- b) Weekend caretaking;
- c) Alternate work.

## **ARTICLE 26** **Health and Safety**

**26.01** The University will continue to make adequate provisions for the occupational health and safety of employees. The Union and the University undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury. Employees will be encouraged to discuss health and safety concerns with their immediate supervisor. A health and safety representative will attend at these discussions where requested by the employee. Health and safety issues will be dealt with in accordance with the Guidelines for the Structure and Function of the Joint Occupational Health and Safety Committee, June 28, 1994 (**Appendix B**).

**26.03** The University shall provide employees with four (4) pieces of uniform. The wearing of uniforms shall be a condition of employment. Upon being hired into a full-time position, the employee will be entitled to the remaining uniform allowance as stipulated in **Article 26.03** in the main body of the agreement.

**APPENDIX "A", SCHEDULE "A"**  
**Classifications and Hourly Rates**

The following hourly rates of pay shall apply to part-time employees: -

| Classification                       | Probationary Rate<br>Sept 1/02 | Job Rate<br>Sept 1/02 |
|--------------------------------------|--------------------------------|-----------------------|
| Caretaker                            | 10.33                          | 11.40                 |
| Driver                               | 10.60                          | 11.11                 |
| Housing Caretaker                    | 10.33                          | 11.40                 |
| Housing Caretaker/Maintenance Helper | 10.87                          | 11.94                 |

| Classification                       | Probationary Rate<br>Sept 1/03 | Job Rate<br>Sept 1/03 |
|--------------------------------------|--------------------------------|-----------------------|
| Caretaker                            | 10.64                          | 11.74                 |
| Driver                               | 10.92                          | 11.44                 |
| Housing Caretaker                    | 10.64                          | 11.74                 |
| Housing Caretaker/Maintenance Helper | 11.20                          | 12.30                 |

| Classification                       | Probationary Rate<br>Sept 1/04 | Job Rate<br>Sept 1/04 |
|--------------------------------------|--------------------------------|-----------------------|
| Caretaker                            | 10.96                          | 12.09                 |
| Driver                               | 11.25                          | 11.78                 |
| Housing Caretaker                    | 10.96                          | 12.09                 |
| Housing Caretaker/Maintenance Helper | 11.54                          | 12.67                 |

**APPENDIX "B"**

**GUIDELINES FOR THE STRUCTURE AND FUNCTION OF  
THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**AS AGREED BETWEEN**

**York University  
4700 Keele St.,  
North York, Ontario**

**AND**

**CUPE Local 1356 and 1356-1  
Business Operations  
Caretaking  
Grounds and Vehicles  
Maintenance  
Security Services  
Parking Services  
Glendon Operations**

**June 28, 1994**

## **PREAMBLE**

1. It is a requirement of the Occupational Health and Safety Act ("Act") to establish a policy which should encourage the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. York University and CUPE Local 1356 and 1356-1 have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof.
3. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
4. The parties hereto adopt these GUIDELINES in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training, and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

## **STRUCTURE OF THE JOINT COMMITTEE**

- 1.1. The Joint Health and Safety Committee (referred to hereafter as "The Joint Committee"), shall consist of no more than sixteen (16) members, with up to eight (8) members selected by the employer and eight (8) members selected by CUPE 1356 and 1356-1. It is agreed that these members shall as much as possible represent a cross section of the CUPE workplace. Alternates maybe allowed, however, they shall only be used as substitutes and with the approval of the Co-chairpersons. Each party will exchange a listing of their alternates.
- 1.2. The Joint Committee shall meet on a regularly established schedule as follows: the third Tuesday of every month at 9:00 am. Any changes will be approved by the Co-Chairpersons
- 1.3. There shall be two Co-chairpersons, one from the employer and one from the workers; who shall alternate the chair at meetings.
- 1.4. A Co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.
- 1.5. The employer shall ensure that at least two members of the Joint Committee representing the employer and at least two members representing CUPE (one from each of local 1356 and 1356-1) are certified members.

## **FUNCTIONS OF THE JOINT COMMITTEE**

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the Joint Committee shall be:
- (a) to identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the workplace to the Vice-President (Institutional Affairs) and appropriate designate(s).
  - (b) to recommend adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Act.
  - (c) to address matters related to all regulations, Designated Substances and WHMIS where applicable, and receive any reports and portions of reports related to health and safety.
  - (d) to deal with any health and safety matters that the Joint Committee deems appropriate.
- 2.2 The Joint Committee members who represent workers shall designate one or more of the members representing workers to inspect the physical condition of the workplace. Where and when possible, a management person shall accompany the worker representative.
- The workplace shall be inspected once per month. Workplace inspection schedules shall be undertaken in accordance with a schedule established by the Joint Committee.
- The workplace inspections shall be conducted during the week following the Joint Committee meeting.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by the Joint Committee member(s) performing the inspection (sample attached).
- 2.4 The workplace inspection form will be forwarded to the Joint Committee and to the appropriate director within two days of the workplace inspection. The latter will inform the Joint Committee of the status of the outstanding items by the next Joint Committee meeting.

### **Recommendations of the Joint Committee**

- 2.5 The Vice-President (Institutional Affairs) and appropriate designate(s) shall respond, within 21 days of receipt, with regard to written Joint Committee recommendations attached to the minutes (sample attached). The written response shall indicate the employer's assessment of the Committee's recommendation and specify what action will, or will not (with explanations) be implemented as a result of the recommendation. Any proposed action by the employer shall include details of who will be responsible for such action and a proposed time frame.

### **Accidents and Accompaniment**

- 2.6 The Joint Committee will designate members and alternates if required, chosen by those they represent, to investigate all workplace accidents, and the Co-chairpersons will

approve the investigations of incidents that have the potential for serious accidents. The inspection team will be responsible for overseeing that the requirements prescribed in Section 51 and 52 of the Act and Sections 5 and 6 of the Regulations for Industrial Establishments are carried out.

- 2.7 The Joint Committee will designate two members (one CUPE and one management) and/or alternates if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out Ministry inspection of the workplace.
- 2.8 The members of the Joint Committee representing workers shall designate a member and/or alternate(s) if required, to be present during work refusal investigations.
- 2.9 A Joint Committee shall be consulted concerning proposed workplace testing strategies related to industrial hygiene. A worker member of the Joint Committee shall be entitled to be present at the beginning of such testing

### **MINUTES OF MEETINGS**

- 3.1 The Employer will provide or designate a secretary with no voice and no vote for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed, normally within two calendar weeks of the meeting, or as the Joint Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary, by the Co-chairpersons, then approved and circulated to all Joint Committee members and copy forwarded to the Vice-President (Institutional Affairs) and designates before any broader circulation takes place. Agenda items will be identified by a reference number, and be readily available in a proper filing system. Names of Joint Committee members will not be used in the minutes except to record attendance.

### **QUORUM**

- 4.1 The Joint Committee shall have a quorum of (50 + 1) members present in order to conduct business. One Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

### **PAYMENT FOR ATTENDANCE AT MEETINGS**

- 5.1 All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's current rate of pay for performing work, and the time spent is to be considered as time at work.
- 5.2 Joint Committee members shall be allowed one hour of preparation time for each committee meeting, or longer as The Joint Committee determines is necessary.

### **MEETING AGENDA**

- 6.1 The Co-chairpersons will prepare an agenda and forward a copy of the agenda to all Joint Committee members at least one week in advance of the meeting (sample attached).
- 6.2 The Joint Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the

Collective Bargaining Agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

- 6.3 All items that are resolved or are not resolved will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.
- 6.4 When an unresolved issue is still on the Committee agenda after two(2) meetings a committee comprised of the CUPE president, the two co-chairs of the Committee and the appropriate designate of the Vice-President (Institutional Affairs) - the Assistant Vice-president, Facilities and Business Operations or the Executive Director, Safety, Security and Parking Services - will meet to resolve the issue with a report back to the Committee at its next meeting.



## **GENERAL**

- 7.1 All employees will be encouraged to discuss their health and safety problems with their immediate Supervisor before bringing it to the attention of The Joint Committee.
- 7.2 Joint Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. To assist in the investigation of a complaint, the committee member shall first obtain permission from the immediate supervisor. Such permission will not be unreasonably denied. All problem resolutions will be reported in the minutes.
- 7.3 Medical or trade secret information will be kept confidential by all the Joint Committee members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total Joint Committee and the approval of the president of CUPE 1356 and 1356-1 and the Vice-President (Institutional Affairs). The approved changes shall be set out in writing and attached as an Appendix to these Guidelines.
- 7.5 Please note: These Guidelines provide a framework for an effective functioning of Joint Health and Safety Committee. References can be made to the Occupational Health and Safety Act and its Guidebook-Employers must prepare and review at least annually a written Occupational Health and Safety policy, and must develop and maintain a program to implement that policy {Section 25(2)(j)}. This should be accomplished in consultation with the Joint Health and Safety Committee

**IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives.**

**YORK UNIVERSITY**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1356**

Helen Abraham

Joe Beberich

Sinclair Ammon

Jack McCannJr

Joanne Cary

Mary Catherine McCarthy

George High

Luis Figueiredo

Colin McIlveen

Arnold Lowe

Blair Price

Mohammed Nazir

Janet Rowe

Teresa Ranieri

Bob Smith

Steve Sorochan

Kevin Wilson

Dated this 20<sup>th</sup> day in September, 2002, in Toronto, Ontario.