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COLLECTIVE AGREEMENT

Between
York University
and
United Plant Guards
Local 1962

1989-1991

JUN 15 1990

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AGREEMENT

between

YORK UNIVERSITY

(hereinafter referred to as the "University")

and

LOCAL 1962 - United Plant Guard
Workers of America

(hereinafter referred to as the "Union")

EFFECTIVE DATES: From: July 8, 1989

To: July 7, 1991

RATIFICATION DATE: November 3, 1989

GENERAL PURPOSE

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



TABLE OF CONTENTS

PAGE	ARTICLE	
1	1	Recognition
1	2	Management Functions
2	3	Relationship
3	4	Deduction of Union Dues
4	5	No Strikes - No Lockouts
4	6	Seniority
5	7	Loss of Seniority
6	8	Grievance Procedure
9	9	Arbitration
10	10	Discipline, Suspension, or Discharge
10	11	Jury and Crown Witness Duty
11	12	Bereavement Leave
11	13	Personal Leave
11	14	Union Duty Leave
12	15	Maternity Leave
14	16	Job Posting
15	17	Holidays
17	18	Sick Leave
20	19	Vacations
22	20	Employee Benefit Plans
23	21	Hours of Work and Overtime
25	22	Wages
28	23	Health and Safety
28	24	General
30	25	Correspondence
31	26	Duration and Modification of Agreement
32		Appendix "A"
36		Schedule "A"
37		Letter of Intent
		- Technological Change
38		Letter of Intent
		- Career Path Plan

ARTICLE 1 - RECOGNITION

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

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

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

ARTICLE 2 - MANAGEMENT FUNCTIONS

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

ARTICLE 3 - RELATIONSHIP

3.01 The University and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, handicap nor by reason of membership OR non-membership or activity or lack of activity in the Union.

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

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

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

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

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

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

ARTICLE 4 - DEDUCTION OF UNION DUES

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

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

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

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

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

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

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

ARTICLE 6 - SENIORITY

6.01 Unless both parties agree to an extension of time, in writing, all employees shall be considered probationary employees for a period of one hundred and eighty (180) days following the **most** recent date of appointment to the University. The termination of a probationary employee during this period shall be at the sole discretion of the University and shall not be the subject of a grievance. Upon satisfactory completion of the probationary period an employee's seniority shall be deemed to have commenced from the date of entry into the Bargaining Unit.

6.02 The University will observe the seniority of employees in connection with promotions, lay-offs, and recalls insofar as it is practicable to do so providing other qualifications are relatively equal.

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

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

ARTICLE 7 - LOSS OF SENIORITY

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

8.09 Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedures.

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

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

ARTICLE 9 - ARBITRATION

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

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

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

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

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

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

ARTICLE 10 - DISCIPLINE, SUSPENSION,
OR DISCHARGE

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

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

10.03 If eighteen (18) months elapse without further similar or related incidents, the letter and all reference pertaining thereto shall be removed from the Employee's Personal File.

ARTICLE 11 - JURY AND
CROWN WITNESS DUTY

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

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

ARTICLE 12 - BEREAVEMENT LEAVE

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

ARTICLE 13 - PERSONAL LEAVE

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

13.02 It is agreed that an employee may relieve another employee of that employee's regular scheduled shift on the basis of mutual agreement with the consent of the appropriate Supervisor(s). On the above basis overtime rates shall not apply unless otherwise provided for in this Agreement.

ARTICLE 14 - UNION DUTY LEAVE

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

ARTICLE 15 - MATERNITY LEAVE

15.01 An employee who is pregnant, and who has been employed by the University for a period of at least twelve (12) months immediately preceding the estimated date of the employee's delivery, shall be entitled upon the employee's application to a leave of absence without pay of at least seventeen (17) weeks, or such shorter leave as the employee may request, commencing during the eleven (11) weeks immediately preceding the estimated date of delivery.

The University will supplement the benefit paid by the Unemployment Insurance Commission for fifteen (15) weeks so that the total from both sources will equal 95% of the employee's normal salary. In addition the University will pay the employee for the first two (2) weeks of leave, i.e. the Unemployment Insurance Commission's unpaid waiting period - an amount equal to 95% of the employee's normal earnings.

In order to receive the above payments, the employee will be required to produce a record of payment from the Unemployment Insurance Commission upon the employee's return to work.

The above shall apply to those employees who commence a pregnancy leave on or after the date written notice of ratification is received by the University.

15.02 The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (20.03) during pregnancy leave, and the employee shall continue to accrue seniority for the duration of such leave.

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

15.04 An employee shall give the Assistant Director, Security Operations or Parking Manager, as appropriate at least one (1) month's notice in writing of the day upon which the employee intends to commence pregnancy leave and the intended duration of such leave. The employee shall furnish the Assistant Director, Security Operations or Parking Manager, as appropriate with the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated day upon which delivery will occur.

15.05 An employee who intends to resume employment on the expiration of pregnancy leave shall inform the Assistant Director, Security Operations or Parking Manager, as appropriate of the approximate date of return when the employee applies for leave. Two (2) weeks before the agreed-upon return date the employee shall confirm, in writing, to the Assistant Director, Security Operations or the Parking Manager, as appropriate, intention to return on that date. Upon return to work the employee shall be reinstated in the employee's former classification. If the employee requests a further leave of absence without pay, Article 13.01 will apply.

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

15.07 Paternity and Adoption Leave

An employee shall be granted up to five (5) days absence with pay for paternity or adoption leave. The employee shall make every reasonable effort to notify the immediate supervisor one (1) month in advance of the anticipated date of leave. If the employee requests a further leave of absence without pay, Article 13 - Personal Leave will apply.

ARTICLE 16 - JOB POSTING

16.01 If the University elects to fill a Bargaining Unit position for which no termination date is anticipated at the time of appointment, it shall be posted indicating classification and/or position, hourly rate and deadline date for applications, on the notice boards at York and Glendon Campuses for a period of five (5) working days with a copy being sent to the Union. 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 it shall also be posted as above with a copy being sent to the Union.

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

16.02 Any employee may apply for any position so advertised including one within the employee's present classification. Where two (2) or more qualified applicants are relatively equal with respect to skills and demonstrated ability, seniority shall determine the selection.

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

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

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

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

ARTICLE 17 - HOLIDAYS

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

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

17.02

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

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

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

17.04 In addition to the above noted Holidays, employees in Parking Officer classifications shall be granted the following during the Christmas - New Year periods:

Christmas - New Year 1989-1990: the equivalent of one (1) day

Christmas - New Year 1990-1991: the equivalent of two (2) days

ARTICLE 18 - SICK LEAVE

18.01 Effective November 1, 1989, each employee shall:

- a) accrue a sick leave credit of one and one half (1 1/2) days (twelve (12) hours) at the end of each full calendar month of employment, except for those months in which the employee is absent in excess of fifteen (15) normal working days (one hundred and twenty (120) hours) other than on approved vacation. Unused credits shall accumulate from year to year to a maximum of one hundred and fifteen (115) working days (nine hundred and twenty (920) hours).
- b) receive, if on the payroll six (6) months prior to the date of written notice of ratification of this Agreement, a one-time initial credit of thirteen (13) days (one hundred and four (104) hours) in their sick leave bank.

18.02 Employees may be eligible for sick pay if:

- a) they are prevented by personal sickness or injury for which workers' Compensation is not payable, from performing their normal duties, or
- b) they must remain at home to care for an ill member of the immediate family, or must attend a doctor's or dentist's office during working hours; or
- c) they are under quarantine because of exposure to a contagious disease, or
- d) they are receiving workers' Compensation payments, in which case Article 18.05 will apply.

18.03 To qualify for sick pay, an employee must:

- a) have satisfactorily completed the probationary period; and
- b) have sufficient sick leave credits;
- c) have reported the intended absence by telephoning the supervisor on duty or Security Control, at least one (1) hour before the start of the first missed shift, unless exceptional circumstances prevent the employee from doing so; and while absent shall contact the University at reasonable intervals, and in any event, no less than once a week, and shall notify the University in advance of return to work;
- d) when requested to do so, provide proof of sickness, in the form of a certificate acceptable to the University and signed by a medical practitioner. Such certificate will usually be required if the absence exceeds three (3) working days (twenty-four (24) hours).

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

18.05 An employee absent due to a compensable accident or illness within the meaning of the Workers' Compensation Act shall continue to be paid the employee's normal day's pay through the University's Payroll until the employee's accumulated sick leave credits - which will be deducted at the rate specified in the applicable legislation - are exhausted. The University shall arrange with the Workers' Compensation Board to be reimbursed by them for all payments made during this period. When sick leave credits are exhausted, Workers' Compensation Board payments

will become payable directly to the employee. When able to return to work, the employee shall notify the University of intention to do so one (1) week in advance and shall also provide proof, in the form of a certificate signed by the Board's Doctor, of physical fitness to perform regular duties.

18.06 Commencing December 31st, 1989, each employee having two (2) or more years' continuous service with the University at that date, whose sick leave credits stand at ten (10) or more days (eighty (80) or more hours), may elect, in writing, during the month of February, to be paid for each day (hour) of such credits in excess of those ten (10) days credits (calculated at the employee's basic hourly rate in effect December 31st of the year in which such credits accumulated) up to a maximum of five (5) days (40 hours) of such credits, with the balance carrying forward into the following year.

At December 31st of each following year, each employee having two (2) or more years' continuous service with the University at that date, whose sick leave credits stand ten (10) or more days (eighty (80) or more hours) higher than the level indicated twelve (12) months previously in the employee's written statement referred to in 18.04, may elect, in writing, during the month of February, to be paid for each day (hour) of such credits in excess of those ten (10) days credits (calculated at the employee's basic hourly rate in effect December 31st of the year in which such credits accumulated) up to a maximum of five (5) days (forty (40) hours) of such credits, with the balance carrying forward into the following year.

18.07 Employees who were members of the bargaining unit as of January 1, 1983, and who had accrued, and still retain hours in their sick leave bank, shall, within thirty (30) days of ratification of this Agreement, indicate, in writing, to the Director of Security and Parking Services, whether those hours are:

- a) to be paid out to them at the Basic Hourly Rate in effect at the date of ratification of this Agreement; or
- b) to be applied to the new sick credit bank (see 18.01).
- c) to be paid in portion and the remainder applied to the new sick credit bank.

If a) or c) is selected, the employee shall receive payment of those credits within thirty (30) days of receipt of written notification.

ARTICLE 19 - VACATIONS

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

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

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

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

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

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

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

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

19.09 Sick leave may be substituted for vacation where the employee can substantiate, by means of medical certificate acceptable to the University, that the employee was incapacitated by illness or accident in excess of five (5) working days during the employee's vacation period. Such substitution shall only be granted by the written permission of the Director of Security and Parking Services. The remaining vacation credits shall then be taken at a time acceptable to the University.

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

ARTICLE 20 - EMPLOYEE BENEFIT PLANS

- 20.01** The Employee Benefit Plans shall consist of the following:
- 1) Ontario Health Insurance Plan
 - 2) Extended Health Care Plan
 - 3) Group Life Insurance Plan
 - 4) Long Term Disability Plan
 - 5) Dental Plan - current Ontario Dental Association Fee Guide, effective the first of the month following written notice of ratification
 - 6) York University Pension Plan
 - 7) Vision Care - Single coverage to a maximum of \$150/24 months with \$25.00 deductible - effective December 1, 1989.

Hearing Care - Single coverage to a maximum of \$300/36 months - effective December 1, 1989.

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

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

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

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

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

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

20.04 Pension Plan

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

ARTICLE 21 - HOURS OF WORK AND OVERTIME

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

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

Employees shall participate in specified Departmental training. Employees may be excused from participation in particular training sessions upon written request to, and approval by, the Director of Security and Parking Services. Outside of regularly scheduled hours of work, required training will be paid at one and one-half (1 1/2) times the basic hourly rate. Voluntary training will be paid at the basic hourly rate.

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

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

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

21.06 A meal allowance of **\$6.00** will be provided, effective the first of the month following receipt of notice of ratification, if an employee:

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

21.07 The University will post a schedule of work for each classification four (4) weeks in advance. This is for the convenience of both the University and the employees. Seven (7) calendar days notice will be given for changes of schedule and the employees affected notified at the time of the change. If such notice is not given, the rate of pay for each person so affected shall be time and one half the employee's Basic Hourly Rate for all hours worked until seven (7) calendar days have elapsed from time of notice given. Such notice may be waived by mutual agreement between the affected employee and management. A copy of the written notice of waiver shall be forwarded to the affected employee and the Union.

ARTICLE 22 - WAGES

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

22.02 Effective upon written notice of ratification of this Agreement, a one-time only payment of **\$500.00** to all members of the bargaining unit. Effective July 1, 1990, a one-time only payment of **\$100.00** to all bargaining unit members in the Parking Officer classifications.

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

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

22.05 If a Senior Security Officer is designated by the University as a Supervisor, or if a Parking Enforcement Officer is designated by the University as a Parking Supervisor, for an assignment lasting for two (2) hours or more, but not to exceed twenty-eight (28) calendar days, the designated Supervisor shall:

- a) receive an additional \$1.00 per hour over the Basic Hourly Rate, for all hours worked on such assignment; and
- b) remain a member of the bargaining unit; and
- c) remain eligible to apply for and receive overtime assignments in accordance with Article 21.03. It is understood that this overtime rate shall be based on the Basic Hourly Rate for the classification in which the employee is working during the overtime assignment.

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

Note:

Senior Security Officers filling a supervisory position in accordance with this Article may, within the first twenty-eight (28) days of such an assignment, only apply for bargaining unit overtime positions. Effective the 29th day of such an assignment, Senior Security Officers may only compete for supervisory overtime positions.

22.06 If a Security Officer is designated by the University as a Senior Security Officer, or if a Parking Control Officer is designated by the University as a Parking Enforcement Officer, for assignments lasting for four (4) hours or more, such employee shall receive the higher Basic Hourly Rate for all hours worked on that assignment.

22.07 Bilingual Stipend (English - French)

- a) To all members who qualify as bilingual and who occupy a position designated as a bilingual position, an allowance of \$1,000 per annum shall be paid. This allowance shall be pro-rated at each regular pay period.
- b) It is the intention of the Employer to designate all positions at Glendon College as bilingual positions, effective November 1, 1989.
- c) No members of the Bargaining unit presently employed at the Glendon College campus shall be removed from their position by reason of a lack of a bilingual capability.
- d) In the event that the Employer is unable to recruit a qualified bilingual person to fill a vacancy for a designated bilingual position, the position may be offered to an internal unilingual candidate who meets the other job requirements, and who indicates a willingness to become bilingual. Such an individual shall be required to meet the University's bilingual qualification within one (1) year of taking the position.

22.08 Effective April 1, 1991, a shift premium of \$0.15 per hour shall be paid for shifts commencing between 4:00 pm and 5:00 am.

ARTICLE 23 - HEALTH AND SAFETY

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

ARTICLE 24 - GENERAL

24.01 Employees' Personal Files

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

24.02 Academic Fee Waiver Policy

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

24.03 Mileage Allowance

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

24.04 Labour/Management Committee

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

ARTICLE 25 - CORRESPONDENCE

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

To the University

Manager, Labour Relations
Human Resources
York University
4700 Keele Street
Downsview, Ontario
M3J 1P3

To the Union

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



ARTICLE 26 - DURATION AND MODIFICATION
OF AGREEMENT

26.01 This Agreement shall continue in force and effect until July 8, 1991 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.

APPENDIX "A"

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

Article 6 - Seniority

6.01 The probationary period will remain unchanged regardless of the actual number of shifts the employee is scheduled to work during the one hundred and eighty (180) calendar day period.

Article 7 - Loss of Seniority

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

Article 8 - Grievance Procedure**8.02, 8.03, 8.04, 8.05, 8.06 and 8.07**

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

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

Article 10 - Discipline, Suspension or Discharge

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

Article 11 - Jury and Crown Witness Duty

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

Article 12 - Bereavement leave

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

Article 16 - Job Posting

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

Article 17 - Holiday

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

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

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

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

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

17.02 b) An employee who is on a scheduled day off, (a shift which does not fall into either category, as defined in article 17-02), is entitled to eight (8) hours of pay at the basic hourly rate.

Article 19 - Vacations

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

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

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

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

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

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

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

Article 21 - Hours of York and Overtime

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

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

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

SCHEDULE "A"

BASIC HOURLY RATES

CLASSIFICATION	Nov 1 1989	Apr 1 1990	July 1 1990	Apr 1 1991
Senior Security Officer	\$13.53	\$13.78	\$14.18	\$14.78
Security Officer	\$12.83	\$13.08	\$13.48	\$14.08
Parking Enforcement Officer	\$11.40	\$11.65	\$12.05	\$12.65
Parking Control Officer	\$9.96	\$10.21	\$10.61	\$11.21

A new employee entering any one of the above classifications will start at twenty 20¢ below the rate shown, and receive the full rate following satisfactory completion of three months in the relevant classification.

LETTER OF INTENT

TECHNOLOGICAL CHANGE

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

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

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

LETTER OF INTENT

CAREER PAW PLAN

The University is committed to investigating the development of rational career paths for members of the bargaining unit in both the Parking and Security areas.

It is understood that this will involve considerable pre-investigation planning and the University will consult with the Union at appropriate points during the process.

The implementation of such a career path program will involve appropriate policies and procedures, including training, evaluation, and salary adjustments.

It is the intention of the University to begin implementation of such a program during the life of this Agreement.

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

YORK UNIVERSITY

UNITED PLANT GUARD
WORKERS OF AMERICA,
LOCAL 1962

JOHN MCNEIL

WATSON COOK

PAM MACDONALD

DRAGAN SPASOJEVIC

ERIC POND

MICHAEL WEIR

AL LEECE

ANNA ABBALLE

EARL HOUGH

DIANE TAYLOR

BOB GOLDMAN