



UNIVERSITY
YORK
UNIVERSITY

COLLECTIVE AGREEMENT

Between
York University
and
CUPE - Local 1356-1

1993-1996

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AGREEMENT

between

YORK UNIVERSITY

(hereinafter referred to as the "University")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL **1356-1**

(hereinafter referred to as the "Union")

EFFECTIVE DATES: From: March **16, 1994**

To: March **31, 1996**

RATIFICATION: March **16, 1994**

GENERAL PURPOSE

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

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ARTICLE 1 - RECOGNITION

1.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated August 5, 1993, the University recognizes the Union as the exclusive bargaining agent of all security and parking officers in the Department of Safety, Security, and Parking Services employed to protect the property of York University in Metropolitan Toronto save and except Assistant Supervisors, persons above the rank of Assistant 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, experimentation, 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 - NO DISCRIMINATION

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

3.02 The University recognizes its responsibility to provide a workplace free from 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 Centre for Race and Ethnic Relations and Sexual Harassment Education & Complaint Centre whose mandates include 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 those provided by the offices referred to in paragraph one.

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

ARTICLE 4 - UNION REPRESENTATION

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

4.02 An amount 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 1356-1.

4.03 The University shall remit the amounts deducted to the National Secretary-Treasurer of CUPE 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 local Union treasurer (**1356-1**).

4.04 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 30 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 approved by the appropriate Manager or designate.

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

4.06 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.

4.07 The University will furnish space on a locked Notice Board in the East Office Building Officers' DSSPS Common Room and at Glendon College, for the posting of reasonable Union notices.

4.08 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 the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, and shall report back to their respective Manager.

4.09 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.

4.10 The privilege of the President, or designate to have **reasonable amounts of time during normal working hours without loss of pay for the purpose of investigating disputes and presenting STEP 3 grievances**. Such time will be granted provided that verbal permission is obtained from the respective Manager or designated representative before leaving work and that the President reports back immediately upon return. Such permission shall not be unreasonably withheld.

4.11 The University will recognize a Negotiating Committee of up to four (4) members of the Bargaining Unit who shall be actively employed in a continuing bargaining unit position and shall have completed the probationary period. The members of the Negotiating Committee shall be given time off during their regular working hours without **loss** of pay while actually attending negotiating meetings.

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

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

The University agrees to continue an All-University Committee representing the different groups of participants in the York 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.

4.13 Union Representation- Stewards

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

Chief Steward	(1)
Parking Services	(1)
Security Services	(1)
Glendon (Security/Parking)	(1)

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

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

- (c) the time away from the Steward's work shall be devoted to the prompt handling of a grievance; and
- (d) no Steward shall spend an unreasonable amount of time servicing grievances.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

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

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

ARTICLE 6 - PROBATIONARY PERIOD

6.01 Unless both parties agree to an extension of time, in writing, all employees shall be considered **probationary employees as follows:**

- (a) **Security Officers: for a period of one (1) calendar year from the most recent date of appointment to the Security Officer classification; or**
- (b) **Parking Control and Enforcement Officers: for a period of six (6) months from the most recent date of appointment to the Parking Classification.**

The termination of a probationary employee during this period shall be at the sole discretion of the University based on reasonable standards of performance and suitability. Where practicable, employees will have their progress discussed with them **during this** period.

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

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

7.02 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.

7.03 An employee shall not be seconded to a position outside the bargaining unit without the employee's consent. An employee who has accepted such secondment, 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 years from the date of such secondment, this accrued seniority shall be lost.

7.04 The University agrees to observe the seniority of employees in connection with lay-offs and recalls. In the event that a layoff should occur, the University agrees to notify the employee in accordance with the Employment Standards Act. Concurrently a copy of this notice will be sent to the Union.

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

- (a) placement in a vacant position in the bargaining unit, for which the employee is qualified;
- (b) if there is no vacancy, the employee may bump into a position in the bargaining unit for which the employee is qualified, where an incumbent has the least seniority;

- (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 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 (20) 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.

7.06 Employees shall be recalled in order of their seniority as they meet the minimum qualifications for the positions available in the bargaining unit. Recall rights shall be terminated on the cancellation of seniority in accordance with Article 7.10 (e).

7.07 Employees who elect to receive severance pay will forfeit the right to be recalled from a lay-off.

7.08 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

7.09 A seniority list will be prepared and a copy posted in the appropriate locations on the first working day of January. At the same time a copy will be forwarded to the Recording Secretary of Local 1356-1.

7.10 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; or
- (g) accepts severance pay.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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, Manager, Security Services, or Manager, Parking Services, 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 Manager, Security Services, or Manager, Parking Services, 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 Executive Director, Safety, Security, and Parking Services, or designate, within five (5) working days after receipt of the STEP 1 reply. The Executive Director, Safety, Security, and Parking Services, or designate, 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 Manager, Labour Relations, or designate, within five (5) working days following receipt of the STEP 2 reply. The 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 If a grievance is not settled in **STEP 3**, it may be taken to Arbitration either under the provisions of Section 45 of the Ontario Labour Relations Act or by a written notice signed by the President of Local 1356-1, or designate and given to the Manager, Labour Relations within five (5) working days after receipt of the University's written reply as required in **STEP 3**.

9.02 In the latter case:

- (a) If the matter is to proceed to a 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 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.

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 arbitrator or Chair, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

9.04 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.

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.

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

ARTICLE 10 - DISCIPLINE, SUSPENSION, OR DISCHARGE

10.01 An employee, other than a probationary employee, who is called before the employee's Supervisor concerning any disciplinary matter shall be accompanied by a Union Steward. If the employee receives a reprimand, or is suspended or discharged, this shall be confirmed in writing to the employee within five (5) working days. 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

- (a) If twelve (12) months elapse without further similar or related incidents, other than suspension or discharge, the letter and **all** reference pertaining thereto shall be removed from the employee's Personal File.
- (b) If fifteen (15) months elapse without further similar or related incidents, regarding suspension or discharge, the **letter** and all references **shall be** removed from the employee's Personal File.

ARTICLE 11 - JURY AND WITNESS DUTY

11.01 An employee who has been summoned to be juror or witness by any body in **Canada** with the power to subpoena shall supply the Supervisor, or designate, with a copy of the summons as **soon** as possible after receipt of same. The employee shall be paid the **difference between** the **daily** amount received for **this service and the employee's** normal pay for each day **of service performed on** which the employee otherwise would have been **scheduled to work and does not** work. Such compensation shall be payable only if the employee:

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

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 for personal reasons. Application must be made in writing and submitted to the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, for approval prior to start of said leave, except in cases of emergency where such notice would not be practicable. The following conditions apply to such a leave:

- (a) For personal leave of up to three (3) months, application must be made in writing and submitted to the appropriate Manager at least four (4) weeks prior to the start of the leave, except in cases of emergency where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/denying the leave.
- (b) For personal leave greater than three (3) months but not longer than twelve (12) months, application must be made in writing and submitted to the appropriate Manager at least six (6) weeks prior to the start of the leave. Departmental operating requirements shall be the major consideration in granting/denying the leave.

- (c) Personal leave without pay cannot be used for the purpose of alternative employment either at the University or elsewhere.
- (d) If a leave of absence does not exceed three (3) months, seniority shall continue to accrue.
- (e) If a leave of absence exceeds three (3) months, seniority shall be frozen and not accrue after three (3) months.
- (f) A leave of absence without pay cannot be combined with any other leave such that the combination of leaves exceeds twelve (12) months.

13.02 It is agreed that an employee may relieve another employee within the same job classification of that employee's regular scheduled shift on the basis of mutual agreement with the consent of the Manager, Security Services, or the Manager, Parking and Student Security Services, and/or designate as appropriate. On the above basis overtime rates shall not apply unless otherwise provided for in this Agreement.

13.03 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 Manager, Security Services or the Manager, Parking and Student Security Services, or designate:

- (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.

ARTICLE 14 - UNION DUTY LEAVE

14.01 An employee who is elected or selected by Local 1356-1 to represent it at Union Conventions or Seminars will receive every consideration by the University to make attendance possible. Such leave shall be without pay and without loss of seniority and shall be limited to not more than two (2) employees at one time, with not more than one person from each Classification Schedule. Requests will be considered if received in writing by the Manager, Security Services or the Manager, Parking and Student Security Services, as appropriate, at least fourteen (14) days in advance.

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

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

**ARTICLE 15 -
PREGNANCY, PARENTAL, ADOPTION AND
PATERNITY LEAVE**

PREGNANCY LEAVE

15.01 An employee who is pregnant, and who has been employed by the University for a period of at least thirteen weeks immediately preceding the estimated birth date, shall be entitled upon the employee's application to a leave of absence without pay of at least seventeen (17) weeks, or such shorter leave as the employee may request. If an employee commences pregnancy leave prior to completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.

15.02 An employee shall give the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate at least two weeks notice in writing of the day upon which the employee intends to commence her pregnancy leave and the intended duration of such leave. The employee shall provide the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate with a certificate signed by a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated birth date.

15.03 The University may 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.

15.04 No employee shall be required to return to work following her pregnancy leave earlier than six (6) weeks following the actual birth date; nor shall the employee be permitted to do so unless she has given one week's notice of intention to return and has provided the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate with a certificate by a legally qualified medical practitioner stating the employee is able to resume work.

15.05

- (a) An employee who intends to resume employment on the expiration of her pregnancy leave shall inform the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate of the approximate date of return when the employee applies for leave.
- (b) Two (2) weeks before the agreed-upon return date the employee shall confirm, in writing, to the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, her intention to return on that date.
- (c) Upon return to work the employee shall be reinstated in the employee's former position.
- (d) An employee wishing to return earlier from a seventeen week pregnancy leave, (excluding under the terms of Article 15.04) shall notify, in writing, the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, at least four weeks in advance, giving the revised date of return.

15.06 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 order to receive the above payments, the employee will have been employed by York University for a period of at least ten months immediately preceding the estimated birth date, and will be required to produce a record of payment from the Unemployment Insurance Commission upon the employee's return to work.

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 provided that the employee would not have been absent otherwise on any kind of pre-arranged leave, paid or unpaid.

PARENTAL AND ADOPTION LEAVE

15.07 An employee who has been employed in a bargaining unit position for at least thirteen weeks shall be entitled to a leave of absence without pay of up to eighteen weeks following:

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

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.

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

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

15.10 If an employee intends to take parental leave immediately following her pregnancy leave, she shall notify, in writing, the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, prior to the commencement of her pregnancy leave. Otherwise an employee shall notify, in writing, the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, four weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

15.11 An employee wishing to return from a parental leave prior to the original date of return shall notify the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, in writing, at least four weeks in advance, giving the revised date of return.

15.12 An employee who wishes to follow a parental leave with a leave of absence without pay shall request the leave prior to the commencement of the parental leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not however be unreasonable denied.

15.13 Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed twelve months, employees shall be reinstated in their former position. If the combined absence exceeds twelve months, employees may, upon providing written confirmation of availability to return to work, use their seniority to obtain a position as provided for in Article 16 - Job Posting, for a maximum period of three months following termination of the leave.

15.14 The University and the employee shall continue to pay their regular portions of the premiums for the Employee Benefits and Pension Plans Article 20 during pregnancy and/or parental leave. Employees may continue to participate in the Employee Benefit Plans (20.03) during a leave of absence without pay following parental leave by paying the total cost of applicable premiums to the University, in advance, monthly for any full month in which they do not work, subject to the provision of the Plans, for a period not to exceed four months.

ARTICLE 16 - JOB POSTING

Schedule A - **Security** Positions

16.01 Periodically, there will be a requirement to fill vacancies for Schedule A positions. To identify qualified candidates for such positions the **University will** normally post and advertise twice yearly.

16.02 Once candidates have been deemed qualified by the **selection board**, an eligibility list of all such qualified candidates will be **established**.

16.03 The **eligibility list** once determined by the selection board will be dated and held on file at Human Resources, and remain valid for a period of six (6) months. Where the Department **elects** to fill vacancies **occurring** during this six (6) month period, positions will be **offered** to qualified candidates on the eligibility list. When filling a vacancy from the eligibility list, the qualifications of the applicant shall be given primary consideration. Schedule E employees will be given priority over external applicants. Where two or more Schedule **B** applicants are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection. **Within** seven (7) calendar days of the establishment of the eligibility list, a copy shall be sent to the Union.

16.04 Where an existing eligibility list is not exhausted at the end of the six (6) month period, the list may be extended by agreement of the parties.

16.05 When a Schedule **B** employee believes that he ~~or~~ she meets the posted **qualifications** for a Security **Officer position**, **he or she may notify** the Manager of **Security Services requesting** consideration to be **added** to the current **eligibility list**. If the employee meets the posted qualifications for the position of Security Officer, the requesting employee will be interviewed and tested within forty-five (45) calendar days of receipt of the request. A qualified Parking employee will be immediately added to the eligibility list, in accordance with the provisions of Article **16.03**.

16.06 If the University elects to fill a Schedule A position for a definite term or task that is expected to last more than three (3) months, but not longer than twelve (12) months, it shall be filled from the eligibility list.

16.07 Upon completion of the definite term or task the employee will be terminated unless the employee had transferred to the term/task position from a Schedule B continuing position. In this case the employee shall be returned to the employee's former position. If such position no longer exists, the employee 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.

16.08 Employees hired to fill a term/task assignment will be given credit for the amount of time spent in the position if they become the successful job applicant for a continuing Schedule A position.

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

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

Schedule B • Parking Positions

16.11 Periodically, there will be a requirement to fill vacancies for positions in the Schedule B Classifications. To identify qualified candidates for such positions the University will normally post and advertise twice yearly for each classification.

16.12 Once candidates have been deemed qualified by the selection board for a particular classification, an eligibility list for all such qualified candidates will be established.

16.13 The eligibility list once determined by the selection board will be dated and held on file at Human Resources and remain valid for a period of six (6) months. Where the Department elects to fill vacancies occurring during this six (6) month period, positions will be offered to qualified candidates on the eligibility list. When filling a vacancy from the eligibility list, the qualifications of the applicant shall be given primary consideration. Where two or more Schedule B qualified applicants are relatively equal with respect to skills and demonstrated ability, seniority will determine the selection. Schedule B employees will be given priority over Schedule A (Security) employees and external applicants. Qualified applicants who are Schedule A (Security) employees will be given priority over external applicants. Within seven (7) calendar days of the establishment of the eligibility list, a copy shall be sent to the Union.

16.14 Where an existing eligibility list is not exhausted at the end of the six (6) month period, the list may be extended by agreement of the parties.

16.15 If the University elects to fill a Schedule B position for a definite term or task that is expected to last more than three (3) months but not longer than twelve (12) months, it shall be filled from the eligibility list.

16.16 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.

16.17 Employees hired to fill a term/task assignment will be given credit for the amount of time spent in the position if they become the successful job applicant for a continuing Schedule B position.

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

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

General

16.20 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
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Heritage Day (When proclaimed)

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 the Parking classification shall be granted two (2) additional paid days during the 1994-1995 and 1995-1996 Christmas - New Year periods.

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ARTICLE 18 • SICK LEAVE

18.01 Each employee shall 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, maternity, parental or adoption leave. 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).

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 ninety (90) calendar days of employment with the Department; and
- (b) have sufficient sick leave credits;

- (c) have reported the intended absence by:
- (i) Schedule A (Security) employees will telephone the supervisor on duty ~~or~~ Security Control; and
 - (ii) Schedule B (Parking) employees will leave a message on the Parking Operations Manager's phonemail system;
- Day Shift - at least one (1) hour before the start of the first missed shift;
- Afternoon ~~or~~ evening shift - at least two (2) hours prior to the start of the first missed shift.
- Should exceptional circumstances prevent the employee from doing ~~so~~; the employee while absent shall contact the University ~~at~~ reasonable intervals, and in any event, no less than **once a week**. Additionally, the employee shall **notify the University** in advance of ~~their~~ 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;
- (e) in the case of absences of one week or more, the University may request a certificate that indicates the employees fitness to resume work.

18.04 Approved sick pay claims shall be paid at the employee's basic hourly rate for the period concerned and the balance of sick credits or parts thereof shall be reduced accordingly. 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 At December 31st each year, each employee having two (2) or more years' continuous service with the University at that date, and who has accumulated eighty (80) hours sick leave credits since January 1 of that year shall elect in writing, to either:

- (a) Carry forward such credits into the following year; or
- (b) be paid for each hour of such credits in excess of those eighty (80) hours (calculated at the employee's basic hourly rate in effect December 31st of the year in which such credits accumulated) up to a maximum of forty (40) hours with the balance carrying forward into the following year.

18.07

- (a) Seniority shall accrue for a period of sick leave that does not exceed twelve months. An employee returning from a sick leave that does not exceed twelve months shall provide the University with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner, and shall be re-instated in their former classification unless the provisions in Article 18.07(c) apply.

- (b) An employee returning from sick leave exceeding **twelve** months shall provide the University with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner. Upon provision of this certificate, the employee will be interviewed to determine placement on the appropriate eligibility list(s) for current or future vacancies within the Department. The employee's name shall remain on the eligibility list(s) until selected to fill a vacancy or ~~for~~ a period of six months, whichever occurs first.
- (c) The seniority of an employee on sick leave from a term/ task position shall continue to accrue for a period of one month from commencement of such sick leave. Such employee shall be reinstated in that employee's term/ task position, if such position exists, if returning from a sick leave that has not exceeded one month. Such employee returning from a sick leave that has exceeded one month, or whose former term/task position no longer exists, may, upon provision of an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner, use seniority for a maximum of three months to obtain a position as provided for in Article 16 - Job Posting.
- (d) An employee who is on sick leave from a **term/task position, but who has transferred to the term/task position from a continuing position, shall continue to accrue seniority as provided for in 18.07 (a) above. Such employee, returning from sick leave that has not exceeded one 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 month, the provisions of 18.07 (a) shall apply.**

18.08 An employee who has not provided the Employer with a certificate of fitness to return to work after:

- (a) Ninety (90) days of unpaid sick leave; ~~or~~

- (b) within ninety (90) days of being denied LTD benefits or discontinuation of LTD benefits, or
- (c) within ninety (90) days of being denied WCB benefits or discontinuation of WCB benefits, or
- (d) fails to make other employment arrangements with the Employer,

shall have his/her employment relationship terminated

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 Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate 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 Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, 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 seven (7) calendar days during the employee's vacation period. Such substitution shall only be granted by the written permission of the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate. 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 the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate, in writing, at least thirty (30) days in advance of their intended vacation.

19.11 Where an employee has attained the age of sixty and where age plus service equals eighty, that employee will be entitled to an extra week's vacation, once, prior to retirement

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 \$200.00/24 months with no deductible - effective December 1, 1991.

Hearing Care - Single coverage to a maximum of \$300/36 months with no deductible- effective December 1, 1991.

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 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 and training performed outside the regularly scheduled hours of work per week 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, when instructed, shall participate in specified Departmental training outside of regularly scheduled hours and will be paid at one and one-half (1 1/2) times the basic hourly rate. Employees may be excused from participation in particular training sessions upon written request to, and approval by, the Manager, Security Services, or Manager, Parking and Student Security Services, as appropriate.

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 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. Ten (10) 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 ten (10) 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.

21.08 Employees may bank lieu time in place of overtime, provided that such requests are made to the Supervisor, and noted on the time sheet for the overtime worked. There shall be no splitting of the overtime hours between lieu and paid hours. If the employee does not request lieu time, then the normal pay procedure will apply. Employees may accrue a maximum of 72 hours as lieu time each calendar year.

At December 31st each year, any employee who has accumulated lieu time hours, but has not taken **the time off, shall receive** payment for the outstanding hours in the next pay period.

Such lieu time is to be taken ~~at~~ a time mutually agreed upon between the employer and the employee provided that the Manager, Security Services or the Manager of Parking and Student Security Services, or designates, has reviewed the request at least five (5) days in advance of the time requested. Operational requirements of the department shall be deemed of prime importance.

ARTICLE 22 - WAGES

22.01 "Basic Hourly Rate" shall be as noted on Schedules "A" and "B" attached as part of this Agreement.

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

22.03 in the event that a position not covered in Schedule "A" or Schedule "B" 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.

22.04 If a Security Officer III is designated by the University as a Security Supervisor, or if a Parking Enforcement Officer is designated by the University as a Parking Supervisor, for an assignment lasting for three (3) hours or more, but not to exceed twenty-eight (28) calendar days, the designated Supervisor shall:

- (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:

Security Officer IIIs or Parking Enforcement ~~Offices~~ filling a supervisory position in accordance with this Article may:

- (a) Within the first ~~twenty-eight (28)~~ days of such an assignment, only, apply for bargaining unit overtime positions;
- (b) effective the ~~29th~~ day of such an assignment, may only compete for ~~supervisory~~ overtime positions.

22.05 If a Parking Control Officer is designated to a Parking Enforcement Officer position, for assignments lasting for four (4) hours or more, during a shift, such employee shall receive the higher Basic Hourly Rate for all hours worked on that assignment.

22.06 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

22.07 Effective July 9, 1992, where the majority of hours of an employee's shift fall between 4:00 p.m. and 7:30 a.m. a shift premium of \$0.25 per hour shall be paid for all hours worked in the shift.

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, as appropriate:

- (a) Manager, Security Services, or,
- (b) Manager, Parking and Student Security Services,

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

This Committee shall meet at least once every two (2) months as per section 44(3) of the Labour Act.

24.05 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 the University.

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, Employee Relations
Department of Human Resources
York University
4700 Keele Street
North York, Ontario
M3J 1P3

To the Union

Chief Steward
Canadian Union of Public Employees
Local 1356-1
c/o Security Control Room
East Office Building
York University
4700 Keele Street
North York, Ontario
M3J 1P3



**ARTICLE 26 - DURATION AND MODIFICATION
OF AGREEMENT**

26.01 This Agreement shall continue in force and effect until March 31 1996, 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.

Article 7 - Loss of Seniority

7.10 (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 Witness Duty

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

Article **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 & 16.10

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) 2 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 Work and Overtime

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

Shift Hours: 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

Security Officer III	\$16.33
Security Officer II	\$15.20
Security Officer I	\$13.35

A new employee entering any one of the above classifications will start at \$0.20 cents below the rate shown and receive the full rate following **satisfactory** completion of three months in the relevant classification.

SCHEDULE "B"

Parking Enforcement Officer I	\$13.67
Parking Control Officer II	\$12.58
Parking Control Officer I	\$12.07

A new employee entering any one of the above classifications will start at \$0.20 cents below the rate shown and receive the full rate following satisfactory completion of 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

SCHEDULE "8" - HOURS OF WORK

Notwithstanding Article **21.01** of this agreement, the regular shift schedule for employees in the Parking Control Classification, shall be:

7:25 a.m. to **3:55 p.m.** Monday to Thursday inclusive, and
7:25 a.m. to 1:25 p.m. on Fridays

The regular shift schedule for employees in the Parking Enforcement Classification, shall be:

Day Shift

8:00 a.m. to **4:30 p.m.** Monday to Thursday inclusive, and
7:25 a.m. to 1:25 p.m. on Fridays

Evening Shift

10:30 a.m. to **8:30 p.m.** Monday to Thursday inclusive.

Should a statutory holiday fall on one of these scheduled work days, employees will be paid in accordance with Article **17.02 (b)** of this agreement.

All other authorized work, outside of those hours specified above, shall be paid in accordance with the terms of Article **21.02** of this agreement.

LETTER OF INTENT

CAREER OPPORTUNITIES FOR PEOS/PCOS

The University recognizes that members of the Parking Enforcement and Parking Control classifications may aspire to become York Security Officers.

The University will accordingly research and identify acceptable equivalents to the two (2) year Community College Law and Security programme qualification, and counsel interested parties about possible options they may wish to pursue to qualify for a security officer position.*

Parking Enforcement and Control Officers who are able to meet posted qualifications and are deemed to be qualified candidates in accordance with the Department's Security Officer competition process will be given priority for hiring over external applicants for the duration of the relevant eligibility list.

* A non exclusive list of examples of acceptable equivalency will be provided by the University to the Union no later than June 1, 1994.

LETTER OF UNDERSTANDING

RE PAYMENT OF OVERTIME

Overtime shall be calculated on the following basis:

SECURITY CLASSIFICATION:

36 Hour Week

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

N.B. Scheduled hours worked does not include sick leave and lieu time.

48 Hour Week

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

N.B. Scheduled hours worked does not include sick leave and lieu time.

EXAMPLE: 48 hour week

Employee works 3 x 12 hour shifts
= **36 hours straight time**

Off sick 1 x 12 hour shift
= **12 hours from sick bank (credits)**

Overtime 2 x 12 hour shifts
= **12 hours straight time**
= **12 hours at time and one half**

PARKING CLASSIFICATION:

40 Hour Week

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

N.B. Scheduled hours worked does not include sick leave and lieu time.

LETTER OF UNDERSTANDING

CAREERPATHS

It is recognized by the parties that the introduction of the Career Path Programme may result in some initial concerns on the part of individual employees as to process followed for promotion.

In order to address these concerns, the Employer will establish a Promotion Review Committee, consisting of the Executive Director, Safety, Security and Barking Services, and the Director, Human Resources, no later than 30 working days following ratification of this agreement.

The Promotion Review Committee shall have responsibility for reviewing complaints submitted by employees who were not recommended for promotion, following assessment by the Promotion Board.

The Promotion Board, composed of the Manager, York Security Services and other Security Department managerial and supervisory staff, shall be responsible for evaluating candidates for promotion and making decisions based on established criteria for performance.

Following the Promotion Board's decision, the Manager of York Security Services shall meet with any employee who has not been recommended for promotion and shall indicate the reasons for the decision of the Promotion Board. In addition, the Manager shall provide such employees with written confirmation of the Promotion Board's decision.

The procedure for submission and review of complaints shall be as follows:

1. Should an employee feel that the promotion process **has** not been applied in a fair and equitable manner, the employee shall schedule a meeting with the Manager, York Security Services, within **five (5)** working days of receipt of official notification, to discuss concerns.

2. If an employee's concerns are not satisfactorily resolved in the above mentioned meeting, an official complaint may be submitted in writing within five (5) working days of that meeting, to the Executive Director, Safety, Security and Parking Services. The letter of complaint shall include the specifics concern(s) with the decision-making process; examples, where available, to illustrate the employee's concerns; and any other relevant information.
3. The Promotion Review Committee shall conduct an inquiry into the individual complaint and give its response, in writing, within thirty (30) working days of receipt of the official complaint. The Committee's inquiry may include, but is not limited to, review of all relevant written documentation (e.g., test results, evaluations, etc.), interviews, where deemed appropriate, and use of appropriate University resource persons, as required.
4. The decision of the Promotion Review Committee shall not be the subject of a grievance.

PARKING CONTROL OFFICER

CAREER PATH PLAN

The Department is committed to the development and implementation of a Parking Control Officer Career Path Plan to provide current Parking Control Officer 1's the opportunity for promotion to Parking Control Officer 2. This plan will be implemented by June 1, 1994. Major components of the plan are as follows:

a. Job Description

A job description for Parking Control Officer 2 will be written and will include the majority of the duties contained in the current Parking Control Officer 1 job description with the following additional duties and/or required skills:

- Parking ticket sales and cash handling using a computerized cash management system.
- Production and distribution of special or daily passes via a computerized environment.
- Cash collection, restocking, and monitoring of automated ticket dispensers.
- Cash collection and monitoring of both mechanical and electronic parking meters.
- Parking relief duties.
- Traffic control duties.
- Special event duties as required.
- Parking enforcement duties using a computerized ticket writing system.
- Specialized training and projects as required.

- Additional skills required are - basic computer skills, valid driver's license, oral and written comprehension of the English language, thorough understanding of University topography, enhanced customer service skills, thorough knowledge of University Registration, Parking and Traffic Regulations and radio communication skills.

b. Training

Training sessions and opportunities for training will be provided to all Parking Control Officers in the following areas:

- Basic computer skill courses.
- Detailed Radix training.
- Defensive driving.
- Traffic Control.
- University topography.
- In depth training regarding University Registration, Parking and Traffic Regulation.
- Enhanced customer service training.
- Meter and Ticket Dispenser collection and monitoring.
- Specialized training projects as required.

This training will be completed by July 30, 1994 and supplemental training will be provided as required on an individual basis between August and November, 1994.

c. Job Posting

Parking Control Officer 2 positions will be posted in accordance with the terms of the current Collective Agreement. The first hiring for these positions will occur by August, 1994, and a second hiring will occur by December, 1994. Appointment of successful candidates will be based upon the following:

- Successful completion of courses provided.
- Demonstrated job performance through an evaluation process, and
- Ability to meet all skills required through oral, written, and practical testing and interviews.

If a sufficient number of qualified candidates cannot be obtained through this process, the Department will proceed with the external hiring process.

d. Eligibility List

An eligibility list will be established for all Parking Control Officers who qualify for Parking Control Officer 2. Vacancies in the Parking Control Officer 2 classification will be filled from this list based upon seniority.

e. Skills Assessment Process

For those employees requesting assistance, the department will arrange for necessary skills testing, evaluation and analysis. This process will guide the individual in the identification of current skills and define skill areas that require further development.

f. Parking Enforcement Officer Duties

Currently, Parking Enforcement Officer duties require them to perform Parking Control Officer 1 duties on an as needed basis. Parking Enforcement Officer job descriptions will be amended to incorporate the duties of a Parking Control Officer 2 position. The necessary additional training will be provided as required.

IN WITNESS WHEREOF each of the Parties hereto has agreed to submit this Tentative Agreement to their respective principals for acceptance. Each party agrees to recommend full settlement of all articles signed by its duly authorized representatives.

YORK UNIVERSITY

CUPE Local 1356-1

Shirley MacDonald

George Williams

Pamela MacDonald

Ken Tooby

Don MaGee

Michael Haberlin

Al Leece

Anna Sheppard

Tom Arnold

Sam Maine

Alfred Ene

Jane Crescenzi

Dated this 8th day of March 1994, in **North** York, Ontario.