

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY

and

**YORK UNIVERSITY
STAFF ASSOCIATION**

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY

and

**YORK UNIVERSITY
STAFF ASSOCIATION**

(hereinafter referred to as the 'Union')

Effective Date:

From: September 2, 1976

To: September 1, 1977

Contents

| <i>Article</i> | <i>Title</i> | <i>Page</i> |
|----------------|---|-------------|
| 1 | Purpose | 3 |
| 2 | Management Function | 3 |
| 3 | Recognition | 3 |
| 4 | Union Membership and Dues | 4 |
| 5 | No Strikes or Lockouts | 4 |
| 6 | Union Representation | 5 |
| 7 | Grievances | 6 |
| 8 | Arbitration | 8 |
| 9 | Seniority | 8 |
| 10 | Job Posting | 9 |
| 11 | Transfers and Promotions | 9 |
| 12 | Layoffs and Recalls | 10 |
| 13 | Discipline and Discharge | 10 |
| 14 | Leave of Absence Without Pay | 11 |
| 15 | Leave of Absence (Short Term) With Pay | 11 |
| 16 | Bereavement Leave | 12 |
| 17 | Jury Leave | 12 |
| 18 | Pregnancy, Paternity, and Adoption Leave | 12 |
| 19 | Union Duty Leave | 13 |
| 20 | Job Evaluation | 14 |
| 21 | Hours of Work and Overtime | 15 |
| 22 | Paid Holidays | 17 |
| 23 | Sick Leave | 17 |
| 24 | Annual Vacations | 19 |
| 25 | Insured Benefits Program and Pension | 19 |
| 26 | Part-time and Temporary Employees' Benefits | 20 |
| 27 | General | 21 |
| 28 | Definitions | 22 |
| 29 | Salaries | 23 |
| 30 | Correspondence | 23 |
| 31 | Duration of Agreement Schedule "A" Salary Ranges | 23 24 |

ARTICLE 1 - Purpose

1.01 The general Purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union and to set forth agreement covering rates of pay and other working conditions.

ARTICLE 2 - Management Functions

2.01 The Union acknowledges that the prime function of the University is to provide teaching and research services and facilities to its students and faculty members.

2.02 Except as expressly abridged by this Agreement, the University shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its employees.

2.03 Without limiting the generality of the above, these rights include, but are not limited to the right to:

- hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause.

- to determine the requirements of a job and the standards of the work to be performed.

- to expand, reduce, alter, combine, transfer or cease any job, department, operation or service.

- to determine the size and composition of the work force.

- to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement.

- to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

2.04 In the event it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

ARTICLE 3 - Recognition

3.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated December 10th, 1975, the University recognizes the Union as the exclusive bargaining agent of all its employees in Metropolitan Toronto at the York Campus and Glendon College performing office, clerical, laboratory or technical work save and except those positions or types of positions excluded from the above noted certificate.

ARTICLE 4 - Union Membership and Dues

- 4.01 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, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual preference, whether or not he has children, nor by reason of his membership or non-membership or activity or lack of activity in the Union.
- 4.02 Each employee who was a member of the Union on the date this Agreement was ratified shall remain a member. Each employee who was not a member of the Union at the date this Agreement was ratified, shall be deemed to be a member unless he signs a revocation form available in the Personnel office within 30 calendar days of ratification. An employee who signs such a revocation form shall have an amount equal to the monthly Union dues and/or assessments deducted from his salary (if any) and remitted to the York University Day Care Centre.
- 4.03 A new employee hired after the date this Agreement was ratified, shall have the option to join or not join the Union, but shall in any case have an amount equal to monthly dues and/or assessments deducted from his salary (if any) and remitted to the Union according to 4.04 below.
- 4.04 The University will deduct each month from the salary (if any) of each Union member, a sum equal to the monthly Union dues and/or assessments as certified to the University from time to time by the Treasurer of the Union. The University shall remit the dues so collected to the Union in the month following collection, accompanied by a list of names, payroll numbers and departments of employees from whose salaries dues have been deducted.
- 4.05 The Union shall be advised each month of all hires, changes in classification, transfers between departments, terminations, addresses for new hires and changes of addresses.

ARTICLE 5 - No Strikes or Lockouts

- 5.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act during the term of this Agreement.
- 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, employees covered by this Agreement shall not be required to perform work normally done by those employees.

ARTICLE 6 - Union Representation

- 6.01 In order that no individual employee or group of employees shall undertake to represent the Union without proper Union authorization, the Union shall provide the University, in writing, with the names, titles and areas represented of all its officers and Area Representatives mentioned within this Agreement and the University shall be required to recognize such representatives only from the date of receipt of such notice. The number of Area Representatives shall not exceed 30.
- 6.02 The Union acknowledges that its Officers and other designated Area Representatives have their duties to perform as employees of the University, and agrees that such persons shall not request, nor be granted, unreasonable amounts of time off from work to attend to Union functions.
- 6.03 The President of the Union, the Union's designated representatives on joint University-Union committees, and members of Union committees specified in this Agreement, shall suffer no loss of normal salary while attending meetings with the University where their presence is required or permitted under the terms of this Agreement, or requested by the University. Area Representatives may in addition be granted reasonable time off without loss of normal salary in order to investigate the circumstances surrounding an employee's grievance and to confer with the employee concerned, and to perform any other duties as specified in the Agreement. It is understood that this clause applies to meetings held during the employee's normal working hours, and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.
- 6.04 Any Union Officer or Area Representative needing time off during normal working hours to attend to Union business as allowed for in this Agreement, shall first seek permission from his Supervisor and such permission shall not be unreasonably withheld. If permission is granted he shall report back to his Supervisor immediately upon his return.
- 6.05 A Labour-Management Committee shall be created, consisting of three Union and three University representatives. It shall be the function of this Committee to discuss matters of mutual concern and make appropriate recommendations to the University and/or the Union. It is understood that this Committee shall function in an advisory capacity only, and shall not deal with matters which are properly the subject of negotiations between the parties, nor shall it have the power to add to, subtract from, or amend this Agreement, nor shall it handle grievances. The Committee shall select from itself one Union member and one University member to act as alternating Chairmen. The Committee shall meet at least once every second month.

- 6.06 For purposes of negotiations to arrive at this and subsequent renewal Agreements, the University will recognize the Union Bargaining Committee consisting of the President and up to five other members of the Union.
- 6.07 No more than two employees from the Faculty of Arts or the Libraries and no more than one employee from any other Faculty or Department shall be included in the Labour-Management Committee, the Union Bargaining Committee, or any other joint committee except by special permission of the Dean or Department Head concerned. For purposes of this Article Atkinson College and Glendon College shall each be defined as Faculties and the seven York Colleges shall together constitute one department.
- 6.08 The appropriate Area Representative shall be permitted to interview a new employee(s) once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. The interview may take place during working hours at a time to be approved by the Supervisor of the new employee.

ARTICLE 7 - Grievances

- 7.01 For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, applicaiton, administration or alleged violation of this collective agreement whether between the University and any employee bound by this agreement or between the University and the Union. Grievances shall be dealt with in the following manner.
- 7.02 No grievance shall be considered where the grievance is filed more than ten working days after an employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.
- 7.03 If an employee has a grievance he shall first discuss the matter with his immediate supervisor accompanied by his Area Representative. No grievance shall be deemed to exist until it has been discussed by the employee and his immediate supervisor, at a suitable time to be fixed by the supervisor, within the time limits and conditions herein set forth and the employee is not satisfied with the supervisor's answer which shall be given within two working days.
- 7.04 STEP 1 - If the grievance is not settled as provided for in 7.03 above, the grievance shall be set forth in writing on a form provided by the Union and approved by the University, be signed by the Grievor and his Area Representative and given to his immediate Supervisor within seven

working days of the initial discussion provided for in 7.03 above. At this point the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision or interpretation of the Agreement that has been allegedly violated and the relief sought. The immediate Supervisor will give his written reply within five working days following receipt of the grievance.

- 7.05 STEP 2 - If the grievance is not settled in STEP 1 it shall be presented to the Dean or Department Head in question within five working days following receipt of reply as set out in 7.04 above. The Dean or Department Head will give his reply in writing within a further five working days.
- 7.06 STEP 3 - If the grievance is not settle in STEP 2, the grievance may be appealed in writing - signed by the employee and the Chairperson of the Grievance Committee — within five working days after receipt of the Dean or Department Head's written answer, to the Director of Personnel Services. The Director of Personnel Services or his designated representative, and the appropriate Dean or Department Head or his designated representative shall meet to discuss the grievance with the grievor, his Area Representative, the Chairperson of the Grievance Committee and a Union Official at a time to be mutually agreed upon, within five working days from receipt of the request for such meeting. The University's written answer to the grievance shall be given within five working days from the date the meeting was concluded.
- 7.07 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 his written answer 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 required steps, time limits and conditions, the grievance shall be deemed settled on the basis of the University's last answer.
- 7.08 A group grievance — as distinguished from an individual employee's grievance — may be presented by the Union directly at STEP 3. However, no grievance shall be considered where the grievance is filed more than ten working days after the Union became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto.
- 7.09 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 Procedure. Any of the time allowances set out in this Article may be extended if mutually agreed to, in writing.

ARTICLE 8 - Arbitration

- 8.01 If the grievance is not settled in STEP 3 it may be taken to Arbitration by a written notice signed by the President of the Union and given to the Director of Personnel Services within seven working days after receipt of the University's written reply as required in STEP 3. The written notice shall contain details of the grievance, the specific provision or interpretation of the Agreement that has been allegedly violated, a statement of the matter in dispute and the relief sought from the Arbitration Board. The recipient of the notice shall within five working days notify the requestor of the name and address of its appointee to the Board.
- 8.02 The two appointees shall within ten days select an impartial Chairman of the Board. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select an impartial Chairman.
- 8.03 The Arbitration Board shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon all parties to this Agreement. The Board shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.
- 8.04 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 Chairman shall be borne equally by the parties to the arbitration.

ARTICLE 9 - Seniority

- 9.01 "Seniority" shall mean length of service with the University. Seniority shall be attained immediately following successful completion of the probationary period and shall be calculated from the most recent date of appointment to the University.
- 9.02 Unless both parties agree to an extension of time, in writing, all employees shall be considered probationary employees for a period of three months worked following date of hire. The termination of an employee during this period shall not be the subject of a grievance.
- 9.03 The University agrees to post an up-to-date seniority list and to supply the Union with a copy of such list no less than every six months.
- 9.04 The seniority of continuing non-full-time, temporary and sessional employees shall be determined on a pro-rata basis in accordance with the proportion of full time hours worked.

- 9.05 For the purposes of transfers, promotions, layoffs and recall for positions within the bargaining unit, length of service with the University acquired in another bargaining unit, or in a supervisory or management position (subject to Article 11.02) or in a teaching position with the University not covered by a bargaining unit, shall not be considered in determining an employee's seniority.

ARTICLE 10 - Job Posting

- 10.01 If the University elects to fill a permanent bargaining unit position the the following procedure will apply.
- 10.02 The position shall be advertised in the Daily Bulletin, with a copy sent to the Union, indicating classification, job title, department, salary range, and deadline date for applications. A written statement of duties and qualifications shall be available to applicants upon request from the Department of Personnel Services. At least five working days shall be allowed for reply following advertisement.
- 10.03 Any employee may apply for any job so advertised, including one within his present grade or classification, provided that the University shall not be required to accept any applicant who has been in his present job less than 6 months.
- 10.04 Where two or more qualified candidates are relatively equal with respect to skills and demonstrated ability, seniority shall determine the selection.
- 10.05 Unsuccessful applicants from within the bargaining unit shall be informed of the name of the candidate selected within five working days of that candidate's appointment.

ARTICLE 11 - Transfers and Promotions

- 11.01 No employee shall be required to accept a transfer or promotion out of the bargaining unit without his consent.
- 11.02 If an employee does accept a transfer or promotion out of the bargaining unit to a supervisory or management position, he shall retain any seniority acquired to the date of such transfer or promotion for a period of six months. If he does not return to the bargaining unit within that time he will lose all seniority rights specified in this Agreement.
- 11.03 If an employee is temporarily transferred to a position having a higher classification and works in that classification for more than two weeks, he shall receive the higher rate of pay effective the first day of such transfer.
- 11.04 Article 10 - Job Posting, shall not apply where an employee is promoted within a Technician Classification or Operator and Programmer/Analyst

Series, where such progress is normally anticipated as the employee gains additional satisfactory work experience.

- 11.05 When promoted to a new job, the employee shall be on a trial period of 30 calendar days. If the employee finds the job unsatisfactory, or is unable to meet the job requirements, he shall be returned to his former position, if possible, or to one of equal grade. However, no employee shall be dismissed solely on account of such demotion. Further, an employee failing to qualify shall receive the same salary he received immediately prior to the promotion.

ARTICLE 12 - Layoffs and Recall

- 12.01 The University agrees to observe the seniority of employees in connection with layoffs and recalls. In the event that a layoff should occur, the University agrees that the specific procedures for recall, based on the principle of seniority, will be worked out with the Union.
- 12.02 Notice of recall shall be made by registered mail to the last address of the employee known to the University. A copy shall be sent to the Union office. It shall be the responsibility of the employee to keep the University personnel office informed of his current address.
- 12.03 If an employee has been laid off for a period of 12 or more consecutive months, his employment relationship shall be terminated.
- 12.04 If an employee fails to notify the University of his intention to return to work following a lay-off within six working days of the date on a registered recall letter mailed to his last address as set out in the University records, his employment relationship shall be terminated.
- 12.05 If an employee, having notified the University of his intention to return to work as provided for in this Article, fails to return to work within three days of his scheduled return, his employment relationship shall be terminated.

ARTICLE 13 - Discipline and Discharge

- 13.01 Upon his request, an employee shall be entitled to be accompanied by his Area Representative on the occasion of an interview with a representative of management which concerns the employee's performance, or where a warning, suspension or discharge is to be discussed.
- 13.02 An employee who receives a warning or suspension or is discharged shall be sent a letter confirming the reason therefore within two working days of receiving oral advice and a copy of such letter shall be sent to the

employee's Area Representative at the same time. A grievance concerning a discharge may be submitted directly at STEP 3 within five working days of receipt of such letter.

- 13.03 If 12 months elapse without further similar or related incidents, his past record shall not be used against him.

ARTICLE 14 - Leave of Absence Without Pay

- 14.01 The Dean or Department Head or his authorized representative may approve a leave of absence without pay.
- 14.02 An employee wishing to apply for a leave of absence without pay shall submit a written request to his Supervisor stating the purpose and duration of the leave at least four weeks before the date he wishes to commence his absence from work, except in cases where such notice would not be practicable. Departmental Operating Requirements shall be a major consideration in granting leave of absence without pay. Permission shall not be unreasonably withheld.
- 14.03 If a leave of absence does not exceed 3 months, an employee shall continue to accrue seniority and the University shall continue to pay its regular portion of the employee's benefit premiums, and these benefits shall be subject to the provisions of the Carriers. On return to work, the employee shall be reinstated to his former position.
- 14.04 If a leave of absence exceeds 3 months, seniority shall be frozen and not accrue beyond the 3 month period. The employee may continue to participate in the University benefit plans by paying the total cost of the applicable premiums to the University for any month in which he does not work, subject to the provisions of the Carriers. Upon receiving confirmation of the employee's availability to return to work, the University shall make every effort to reinstate the employee in his original or comparable position.

ARTICLE 15 - Leave of Absence (Short Term) With Pay

- 15.01 An employee shall be entitled up to three working days in an anniversary year (defined as a 12 month period from the first of the month co-incident with or next following the employee's appointment date) to meet situations that cannot be scheduled outside normal working hours. Request for such leave must be made in writing and shall indicate the reason for the request and be submitted to his Supervisor at least five days in advance except in cases of emergency when such notice would not be possible.

- 15.02 Such leave, which shall not be for less than a multiple of 1/2 day per request, shall not be charged to other accrued time off nor shall unused portions accrue from year to year.
- 15.03 An employee shall not be allowed to use this leave on the day immediately prior to or immediately after a Paid Holiday stipulated in this Agreement nor on the day immediately prior to or immediately after his annual vacation.

ARTICLE 16 - Bereavement Leave

- 16.01 An employee shall be granted leave from work without loss of normal salary up to a maximum of three consecutive working days at the time of death of his spouse, parent, step-parent, child, step-child, brother or sister, grandparent or grandchild. If overnight travel beyond Toronto is necessary, an additional two days unpaid leave shall be granted.
- 16.02 Bereavement Leave shall not be granted if the employee is already on an approved leave of any type or on layoff.
- 16.03 Additional leave without pay at the time of bereavement may be requested and authorized under the terms of Article 14 - Leave of Absence Without Pay.

ARTICLE 17 - Jury Leave

- 17.01 An employee who has been summoned for Jury duty shall supply his Supervisor with a copy of the summons as soon as possible after he has received it.
- 17.02 An employee who has complied with .01 and who actually serves on a Jury shall be given leave of absence without loss of his normal salary during such service, provided that upon his return to work he shall supply his Supervisor with written confirmation of the dates on which he served, signed by an appropriate official of the Court.

ARTICLE 18 - Pregnancy, Paternity, and Adoption Leave

- 18.01 An employee, who is pregnant and who has been employed by the University for a period of at least 12 months immediately preceding the estimated day of her delivery, shall be entitled upon her application to a leave of absence without pay of at least seventeen weeks, or such shorter leave as she may request, commencing during the eleven weeks immediately preceding the estimated day of her delivery.

- 18.02 The University's regular portion of the employee's benefit premiums shall continue to be paid during pregnancy leave, and the employee shall continue to accrue seniority for the duration of such leave.
- 18.03 No employee shall be required to return to work following pregnancy leave earlier than six weeks following her actual date of delivery; nor shall she be permitted to do so unless she has given one week's notice of her intention to return and has furnished her Supervisor with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- 18.04 An employee shall give her Supervisor two weeks notice in writing of the day upon which she intends to commence her pregnancy leave, and shall furnish her Supervisor with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- 18.05 An employee who intends to resume her employment on the expiration of her pregnancy leave shall inform her Supervisor of her approximate date of return when she applies for leave. If the leave requested is not longer than the leave allowed by law, upon her return to work she shall be reinstated in her former position. If the employee requests a further leave of absence, without pay Article 14 - Leave of Absence Without Pay will apply
- 18.06 The University may require a pregnant employee to commence leave at any time when the duties of her position cannot reasonably be performed by the pregnant woman, or the performance of her work is materially affected by the pregnancy. Any grievance arising from such decision shall be initiated at Step 3.

Paternity Leave

- 18.07 A leave of absence with pay shall be granted for up to three days for paternity leave.

Adoption Leave

- 18.08 An employee shall be granted up to three days leave of absence with pay at the time of adoption of a child.

ARTICLE 19 - Union Duty Leave

Short-Term Leave

- 19.01 With the approval of his Supervisor, an employee may be granted up to five working days leave of absence without pay to represent the Union at a union convention or seminar, provided that a written request for such

leave has been submitted to the employee's Supervisor at least two weeks in advance.

No more than one employee from any one Faculty or Department shall be granted such leave at the same time. Requests for such leave which meet the above conditions shall not be unreasonably denied.

For the purposes of this Article, Atkinson College and Glendon College shall each be defined as Faculties and the seven York Colleges shall together constitute one department.

Long-Term Leave

19.02 With the approval of the Dean or Department Head concerned an employee may be granted up to a maximum of 12 months leave of absence without pay to fill a full-time position in the Union, provided that a written request for such leave has been submitted to the employee's Supervisor at least one month in advance. During such leave the employee shall continue to accrue seniority.

ARTICLE 20 - Job Evaluation

20.01 The University will maintain job descriptions for all positions in the bargaining unit and they will be available in the Department of Personnel Services.

20.02 The University shall inform the Union one month in advance of any change to the current job evaluation program.

20.03 The re-evaluation procedure is as follows:

i) Requests for re-evaluation of a position may originate from the supervisor, the employee or the Union.

Priority shall be given to the re-evaluation of positions where there has been a significant change in the duties and responsibilities of the position. Such changes shall be identified in the request for re-evaluation.

Positions which have not been re-evaluated for a period of two years or more, shall also be eligible for re-evaluation upon application. It is understood that such applications will be handled as the workload of the University Rating Committee permits. Priority will be given to length of service in the position and section .07 below will not apply to such applications.

ii) The employee completes a Position Information Sheet and forwards a copy to his supervisor. The supervisor completes a Supervisor's Report and will forward it along with the Position Information Sheet to the Department of Personnel Services.

iii) The Department of Personnel Services will advise the Union of the receipt of a properly completed Position Information Sheet.

iv) If required the employee will be interviewed by the job analyst.

20.04 The re-evaluation will be rated by a University Rating Committee. The members of this committee will be appointed by the Director of Personnel Services. The Union may appoint an observer.

20.05 The employee and the Union shall be notified by letter on the disposition of the re-evaluation request.

20.06 The employee or the Union may appeal the rating decision to the Director of Personnel Services only on the basis that the duties and responsibilities of the position were not accurately presented to the committee.

20.07 A re-evaluation resulting in a grade change will be retroactive to the first of the month following the date that the Department of Personnel Services acknowledges to the Union the receipt of the properly completed Position Information Sheet.

20.08 If an employee's position is upgraded the salary shall be placed at the job rate for the revised grade. If downgraded, he will not suffer a loss of salary, as a direct result of the re-evaluation.

20.09 The formal grievance and arbitration procedure shall not be applicable to decisions reached under sections .04 and .06 above.

20.10 Any issue related to the Job Evaluation Program may be raised as a subject of the next contract negotiations.

ARTICLE 21 - Hours of Work and Overtime

21.01 The length of the normal work day shall not exceed 7 working hours excluding an unpaid meal break of 1 hour and the normal work week shall not exceed 35 hours. With the approval of the Union and the employees concerned, the University may alter the length of the work day and number of working days per week provided that the total hours worked per week do not exceed 35 hours. Notwithstanding the above, employees in continuous operations may be required to work a standard day not exceeding 8 hours, exclusive of an unpaid meal break, and a standard week not exceeding 40 hours, with a salary pro-rated accordingly.

21.02 Each employee shall be entitled to one 15 minute paid break period in each half shift.

21.03 Day shift shall mean any shift when more than one half of the scheduled hours fall between 8:00 a.m. and 5:00 p.m.

Evening shift shall mean may shift when more than one half of the scheduled hours fall between 5:00 p.m. and 12:00 midnight.

Night shift shall mean any shift when more than one half the scheduled hours fall between 12:00 midnight and 8:00 a.m.

- 21.04 A shift shall be deemed to fall on the calendar day in which the majority of its hours fall.
- 21.05 A premium of 20 cents shall be paid for each hour worked on an evening shift or night shift.
- 21.06 All shifts shall be rotated insofar as is possible, amongst the employees who are involved in the shift work. However, where rotating shifts are in operation, an employee may voluntarily work on a specific shift on a continuing basis, with the mutual consent of the employees concerned and the immediate Supervisor.
- 21.07 An employee who is given less than five calendar days notice of a shift change shall receive the overtime rate for the first shift worked following the change.
- 21.08 Overtime shall be defined as any period of time of at least one half hour worked by an employee at the direction of his Supervisor in excess of the employee's regular working day.
- 21.09 Overtime shall be compensated either by pay at one and one half times the employee's regular hourly rate, or by time off at the rate of one and one half hours for each overtime hour worked, the method to be agreed upon before overtime is worked, and to be subject to the approval of the Department Head.
- 21.10 The employee's regular hourly rate shall be determined by dividing his regular annual salary (not including premiums) by 1820 or 2080, as appropriate.
- 21.11 An employee required to work a minimum of two hours overtime before or after but joined to his regular shift shall receive a meal allowance of \$2.75. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the Supervisor.
- 21.12 Accumulated overtime shall not exceed 50 worked hours at any given point in time for any one employee. An employee's overtime accumulation shall be liquidated by his present Faculty or Department before he transfers to a new Faculty or Department, unless other arrangements are approved by the receiving Faculty or Department prior to transfer.
- 21.13 The University shall endeavour to keep overtime to a minimum. However, any overtime shall be divided fairly among the employees in the department who are available and qualified to perform the work.

ARTICLE 22 - Paid Holidays

- 22.01 Subject to .02 and .06 below, the following holidays shall be granted with pay at the employee's regular salary rate for his normal number of daily working hours:
- | | |
|----------------|----------------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Working Day Before Christmas Day |
| Dominion Day | Christmas Day |
| Civic Holiday | Boxing Day |
- 22.02 In order to receive holiday pay under .01 above, an employee must normally be at work for his full regular work day immediately preceding and immediately following the holiday. However, an employee shall be excused from this requirement if he has been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days, or absent on an approved unpaid leave of absence totalling no more than five working days immediately preceding and/or following the holiday.
- 22.03 Where a holiday is observed by the University on a day other than its calendar date, the day on which the University observes the holiday shall be deemed to be the holiday for the purposes of this Agreement.
- 22.04 If a holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in .01 above shall be granted at a time acceptable to the employee and his Supervisor.
- 22.05 An employee who works on a holiday shall be paid at one and one-half times his regular rate for such time worked, in addition to the holiday pay provided under .01 above.
- 22.06 An employee who has agreed to work on a holiday but does not work, shall not receive the holiday pay provided under .01 above.
- 22.07 Consistent with .01 and .03 above and specifically for the 1976 Christmas and 1977 New Year's Day break, the University will observe December 24, 27, 28 and 31 as holidays for the Working Day before Christmas, Christmas Day, Boxing Day and New Year's Day respectively, and will also grant December 29 and 30 to those employees who would not otherwise have been absent on those two days on any kind of approved leave.

ARTICLE 23 - Sick Leave

- 23.01 Each employee shall accrue a sick leave credit of one and one half days at the end of each full calendar month of employment, except for those months in which he is absent in excess of fifteen normal working days

other than on approved vacation. Unused credits shall accumulate from year to year to a maximum of 115 working days.

- 23.02 An employee may be eligible for sick pay if he is prevented, by personal sickness or injury for which Workmen's Compensation is not payable, from performing his normal duties.
- 23.03 To qualify for sick pay, an employee must;
- (a) have completed his probationary period.
 - (b) have sufficient sick leave credits.
 - (c) have contacted his Supervisor to explain his absence within 1/2 hour of the start of his first missed shift.
 - (d) in the case of an absence exceeding one week, keep his Supervisor informed at least weekly of the anticipated date of his return.

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

- 23.04 On the third day of any absence as provided for in .02 above, and at intervals thereafter of no more than two weeks, the employee shall provide his Supervisor with appropriate and acceptable medical proof of the necessity of his absence in the form of a certificate signed by a legally qualified medical practitioner and stating the nature and duration of the disability involved. Further, the University reserves the right to require such proof in case of shorter absence. Failure to provide satisfactory medical proof may result in a claim for sick pay being denied. Upon his return to work following sick leave of three days or more, an employee shall provide his Supervisor with an acceptable certificate of his fitness to resume work, signed by a legally qualified medical practitioner. An employee who fails to provide such certificate may be sent home without pay until such certificate is produced.
- 23.05 An employee absent due to a compensable accident or illness within the meaning of the Workmen's Compensation Act, shall be paid from his sick credits, if any, one-quarter day's pay per full day of such absence until such credits are exhausted or until the Department of Personnel Services receives from him a written request to cease such payment, whichever occurs first. When able to return to work, the employee shall notify the University of his intention to do so one week in advance and shall also provide proof, in the form of a certificate signed by the Board's Doctor, of his physical fitness to perform his regular duties.
- 23.06 Sick leave shall not be granted to an employee in respect of a period during which he is absent on a pre-arranged leave of absence without pay, or on layoff, or on any form of paid leave except vacation as provided for in Article 24 Annual Vacations.

ARTICLE 24 - Annual Vacations

- 24.01 **Entitlement** Subject to .02 below, an employee will accrue the undernoted vacation credits, for each month in which he works 15 days or more, during his first and subsequent Vacation Credit Years. (An employee's Vacation Credit Year is defined as the twelve month period starting on the first of the month co-incident with or next following his appointment date).
- 24.02 The start of a Vacation Credit Year shall be delayed and adjusted by any time taken in a Leave of Absence without pay (Articles 14 and 19) that exceeds three months.
- 24.03 **Credits**
- | | |
|--|---|
| During first Vacation Credit Year | - 1 day/month to a maximum of 10 days |
| During second to seventh Credit Year | - 1-1/4 days/month to a maximum of 15 days/year |
| During Eighth and subsequent Credit Year | - 1-2/3 days/month to a maximum of 20 days/year |
- 24.04 **Scheduling** Scheduling conflicts between two or more employees shall be resolved on the basis of seniority.
- 24.05 **On Termination** an employee shall be paid for vacation earned but not taken.
- 24.06 **Sick Leave Substitution** Sick leave may be substituted for vacation when the employee has demonstrated to the satisfaction of the Dean or Department head that he was incapacitated for five working days or more during his vacation.
- 24.07 When a Holiday as defined in Article 22 occurs or is observed by the University while an employee is on vacation, the employee shall be granted another day off with pay in lieu of the Holiday, at a time acceptable to the employee and his Supervisor.

ARTICLE 25 - Insured Benefits Program and Pension

- 25.01 The University's Insured Benefits Program shall consist of the following:
1. Ontario Health Insurance Plan.
 2. Extended Health Care — Parts Extended Care Benefit, Supplemental Hospital Benefit, Basic Hospital Benefit.
 3. Group Life Insurance.
 4. Long Term Disability Insurance.

- 25.02 The parties agree to set up a joint committee to investigate a Dental Plan on the understanding that implementation of such a plan shall result in no increased premium costs to the University.
- 25.03 O.H.I.P. legislation and the applicable University's policies with the Insurers in effect at the signing of this Agreement define the terms and level of benefits applicable to the Insured Benefits Program.
- 25.04 All Permanent Full-time and Permanent Full-time Sessional employees will be required to participate in the Insured Benefits Program in accordance with O.H.I.P. legislation and the applicable policy with the Insurer.
- 25.05 In any month that an employee receives pay from the University, the University will contribute towards the cost of each plan listed in .01 above with an amount equal to 75% (OHIP) 100% (EHC) and 50% (all others) of the billed premium in effect at the date of signing of this Agreement.
- 25.06.1 Pension Plan**
For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan as approved and amended by the University in effect at the date of the signing of this Agreement.
- 25.06.2 All Permanent Full-time and Permanent Full-time Sessional employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- 25.06.3 The University agrees to place one employee representative designated by the Union on the Board of Trustees of the Pension Plan.

ARTICLE 26 - Part-time and Temporary Employees' Benefits

- 26.01 Notwithstanding any other Article in this Agreement, this article shall govern benefits applicable to Permanent Part-time, Permanent Part-time Sessional and Temporary employees.
- 26.02 Permanent Part-time, Permanent Part-time Sessional and Temporary employees shall not be entitled to the insured benefits program and pension as outlined in Article 25.
- 26.03 Permanent Part-time and Permanent Part-time Sessional employees shall be entitled to Jury Leave (Article 17), Bereavement Leave (Article 16), Leave Without Pay (Article 14 excluding insured benefits), and Pregnancy Leave (Article 18 excluding insured benefits). Entitlement to Sick Leave (Article 23), Leave of Absence (short term) With Pay (Article

15), Adoption leave (Article 18.08), Paternity Leave (Article 18.07), Annual Vacation (Article 24), and Paid Holidays (Article 22) shall be pro-rated in accordance with the proportion of full-time hours and months worked.

- 26.04 Temporary employees whose term of active employment is three months or more shall be entitled to Jury Leave (Article 17), and Bereavement Leave (Article 16). Entitlement to Sick Leave (Article 23), Paid Holidays (Article 22), Leave of Absence (short term) With Pay (Article 15), shall be pro-rated in accordance with the proportion of full-time hours and months worked. On termination the employee shall receive vacation pay equal to 4% of the total earnings paid during his employment.
- 26.05 Temporary employees whose term of active employment is less than three months shall not be entitled to any leaves or paid holidays provided for in this Agreement. On termination the employee shall receive vacation pay equal to 4% of the total earnings paid during his employment.
- 26.06 A temporary employee shall not grieve the termination of his service at the end of the agreed term of employment.

ARTICLE 27 - General

- 27.01 **Employee Files** Each employee shall read any report concerning his work performance and shall initial such report to confirm that he has read it, before it may be placed in his file in the Department of Personnel Services. Any employee may comment in writing upon any report on his own performance, and at the employee's request such comment shall be initialed by a representative of the Department of Personnel Services, with one copy being returned to the employee, and one copy added to his file in the Department of Personnel Services.
- 27.02 **Reporting Changes in Information** It shall be the responsibility of each employee to notify his Supervisor and the Department of Personnel Services in writing within five working days of any change in name, address, income tax or dependent status, insurance beneficiary or next-of-kin. The University shall not be held liable for any losses suffered by an employee resulting from his failure to comply with this requirement.
- 27.03 **Union Meetings** The University agrees to a two hour lunch period twice during the term of this Agreement for the purpose of (a) the Annual General Meeting and (b) an Agreement Ratification Meeting.
- 27.04 **Tuition** Employees shall be eligible to participate under prevailing conditions set forth in the Tuition Fees policy in effect for permanent full time salaried support staff.

- 27.05 **Health & Safety** The University will continue to make adequate provisions for the occupational health and safety of employees. Where the University deems it desirable in such instances for employees to wear protective clothing or equipment issued by the University, the wearing of same shall be a condition of employment.
- 27.06 **Tool Allowance & Security** The University will provide a locked area for the storage of Craftsmen's personal tools during off-work hours. These employees shall also receive, upon proof of purchase, a replacement hand tool allowance of up to a maximum value of \$30.00 per person, per calendar year.
- 27.07 **Mileage Allowance** Employees required and authorized to use their personal car to fulfill duties of their employment shall be reimbursed at the rate of 18 cents per mile.
- 27.08 **Inclement Weather** If severe weather conditions preclude the opening of the University in the morning, or severe weather conditions necessitate early closing during the day, on the authority of the President, the University will be closed from a specific time that day. If such closing takes place, employees will not suffer a loss of salary for the specific number of hours the University is declared closed.
- 27.09 **Second Language Compensation** The University agrees to establish a committee comprised of representatives of the Department of Personnel Services, Glendon College and Y.U.S.A. to discuss the French language situation at Glendon and recommend appropriate compensation.

ARTICLE 28 - Definitions

- 28.1.01 Employment categories shall be as follows:
- 28.1.01.1 **Permanent Full-Time:** The employee has passed his probationary period and works the full regular hours of the employing department on a continuing year-round basis with no termination date anticipated at the time of appointment.
- 28.1.01.2 **Permanent Part-Time:** The employee has passed his probationary period and works less than the full regular hours of the employing department but more than 24 hours per week on a continuing year-round basis with no termination date anticipated at the time of the appointment.
- 28.1.01.3 **Permanent Full-Time Sessional:** The employee's terms of employment are as in 1.01.1 above except that the scheduled work year is at least seven months but less than twelve months, with a recurring scheduled absence without pay during the balance of each calendar year.

- 28.1.01.4 **Permanent Part-Time Sessional:** The employee's terms of employment are as in 1.01.2 above, except that the scheduled work year is as defined in 1.01.3 above.
- 28.1.01.5 **Temporary:** The employee is hired for a definite term or task not exceeding twelve months, with a termination date anticipated at the completion of such term or task. No position shall be filled for a period in excess of twelve months by renewing a temporary employee's appointment or by appointing a series of temporary employees.
- 28.1.01.6 **Probationary Employee:** An employee serving the probationary period stated in Article 9.02 of this Agreement.
- 28.1.02 Where the masculine and/or singular pronoun is used in this Agreement, it shall be interpreted to mean and include the feminine and/or plural where the context so implies.

ARTICLE 29 - Salaries

- 29.01 **Implementation:** Every employee in the Bargaining Unit as of the date of ratification and retroactive to July 1st, 1976 or date of hire, whichever date is the more recent, whose salary is \$9,500.00 per annum or less, shall receive \$950.00. If his salary is more than \$9,500.00, the employee will receive 10%. Entry and Job Rates will be adjusted to reflect these changes.
- 29.02 **Salary Ranges** See Schedule A

ARTICLE 30 - Correspondence

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

To the University:
 Director of Personnel Services,
 York University,
 4700 Keele Street,
 Downsview, Ontario
 M3J 1P3

To the Union:
 President, Y.U.S.A.
 134 Atkinson College
 York University
 4700 Keele Street
 Downsview, Ontario
 M3J 1P3

ARTICLE 31 - Duration of Agreement

- 31.01 This Agreement shall continue in force and effect until September 1, 1977 and shall continue automatically thereafter for periods of one year unless either party notifies the other in writing within the period of ninety days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

YORK UNIVERSITY

Schedule "A" - Salary Ranges

The following pages quote salary ranges as determined by increasing existing ranges by the negotiated settlement.

YORK UNIVERSITY

Salary Ranges

Effective July 1, 1976

| <i>Grade</i> | <i>Entry Rate</i> | <i>Job Rate</i> |
|--------------|-------------------|-----------------|
| 1 | 7,350 | 7,550 |
| 2 | 7,550 | 7,750 |
| 3 | 8,200 | 8,450 |
| 4 | 8,825 | 9,100 |
| 5 | 9,650 | 9,950 |
| 6 | 10,670 | 11,055 |
| 7 | 11,851 | 12,338 |
| 8 | 13,493 | 14,039 |

YORK UNIVERSITY

Salary Ranges

Effective July 1, 1976

Operator and Programmer/Analyst Series

| <i>Classification</i> | <i>Entry Rate</i> | <i>Job Rate</i> |
|-----------------------|-------------------|-----------------|
| Operator 1 | 9,050 | 9,650 |
| Operator 2 | 10,050 | 10,681 |
| Operator 3 | 11,110 | 11,789 |
| Operator 4 | 12,309 | 13,200 |
| Operator 5 | 13,493 | 14,586 |
| Programmer/Analyst 1 | 10,560 | 11,330 |
| Programmer/Analyst 2 | 13,127 | 14,222 |
| Programmer/Analyst 3 | 14,769 | 16,045 |
| Programmer/Analyst 4 | 17,989 | 19,448 |

YORK UNIVERSITY

Salary Ranges

Effective July 1, 1976

Technician Classification Series (Faculties)

| <i>Title</i> | <i>Entry Rate</i> | <i>Job Rate</i> |
|----------------------------------|-------------------|-----------------|
| Craftsman I | 10,125 | 10,425 |
| Craftsman II | 12,307 | 12,793 |
| Craftsman III | 13,826 | 14,374 |
| Craftsman IV | 15,771 | 16,410 |
| Laboratory Technician I | 9,125 | 9,400 |
| Laboratory Technician II | 10,478 | 10,835 |
| Laboratory Technician III | 12,186 | 12,641 |
| Laboratory Technician IV | 13,826 | 14,374 |
| Laboratory Assistant I | 8,025 | 8,250 |
| Laboratory Assistant II | 8,625 | 8,875 |
| Laboratory Animal Technician I | 8,625 | 8,875 |
| Laboratory Animal Technician II | 9,350 | 9,625 |
| Laboratory Animal Technician III | 10,125 | 10,533 |
| Laboratory Animal Technician IV | 11,165 | 11,550 |
| Laboratory Animal Technician V | 12,367 | 12,854 |
| Laboratory Animal Technician VI | 13,736 | 14,282 |
| Engineering Technician I | 10,425 | 10,780 |
| Engineering Technician II | 12,945 | 13,431 |
| Engineering Technician III | 14,100 | 14,677 |
| Engineering Technician IV | 16,805 | 17,503 |

YORK UNIVERSITY

Salary Ranges

Effective July 1, 1976

Technician Classification Series (Department of Instructional Aid Resources)

| <i>Title</i> | <i>Entry Rate</i> | <i>Job Rate</i> |
|----------------------------------|-------------------|-----------------|
| Media Operations Technician I | 9,200 | 9,475 |
| Media Operations Technician II | 10,533 | 10,890 |
| Media Operations Technician III | 12,338 | 12,824 |
| Media Operations Technician IV | 13,979 | 14,555 |
| Media Maintenance Technician I | 10,125 | 10,425 |
| Media Maintenance Technician II | 11,608 | 12,064 |
| Media Maintenance Technician III | 12,945 | 13,431 |
| Media Maint/Oper Technician I | 10,533 | 10,890 |
| Media Maint/Oper Technician II | 12,277 | 12,733 |
| Media Maint/Oper Technician III | 13,583 | 14,131 |
| Media Maint/Oper Technician IV | 15,133 | 15,741 |
| Photographer I | 9,200 | 9,475 |
| Photographer II | 10,533 | 10,890 |
| Photographer III | 12,763 | 13,250 |
| Photographer IV | 13,583 | 14,131 |