WELCOME!

Ratification Meeting – Wednesday, January 23, 2019

Collective Agreement – YusApuY Unit 1

August 1, 2018 – July 31, 2021
Collective Agreement – YusApuY
August 1, 2018 – July 31, 2021
Changes for Ratification Meeting – January 23, 2019

Article 1 - Purpose – status quo

Article 2 – Management Functions – status quo

Article 3 – Recognition – status quo

Article 4 – No Harassment/Discrimination
4.01 (a) The Employer and YusApuY agree there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin and/or nationality, beliefs, colour, ethnic origin, citizenship, creed, sex, gender, gender identity, gender expression, age, political or religious affiliations, sexual orientation or preference, record of offences, marital status, family status, family relationship, handicap or disabilities, number of dependents nor by reason of membership or non-membership or activity or lack of activity in YusApuY.

4.08 (a) A grievance concerning an alleged breach of this Article may be submitted directly at Step 2 (Article 8 - Complaints/Grievances) of the grievance process within fifteen (15) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

(b) Where an Employee has filed a formal complaint through the Office of the Ombudsperson and or Centre for Human Rights, Equity and Inclusion or Centre for Sexual Violence Response, Support and Education, the time restrictions for filing a grievance as it pertains to the complaint will be considered suspended throughout the processing of the complaint by the Office of the Ombudsperson and or Centre for Human Rights, Equity and Inclusion or Centre for Sexual Violence Response, Support and Education.

Article 5 – No Strikes or Lockouts – status quo

Article 6 – Union Membership
6.02 The Employer will deduct each month from the salary of each bargaining unit member, a sum equal to the monthly Union dues and/or assessments as certified to the Employer by the Treasurer of YusApuY. The Employer shall remit the dues and/or assessments so collected to YusApuY by the last day of the month of collection, accompanied by a list of names, payroll numbers, job title, band level, regular salary, total compensation paid for work in the bargaining unit and departments of Employees from whose salaries dues have been deducted. The list shall be provided in both printed and electronic form.
6.03 YusApuY shall be advised on the last day of each month of all persons hired, changes in classification (including temporary promotions), transfers between departments, terminations, (including building) addresses and sex of new persons hired, changes of names, addresses and retirements from the previous month. This list will also include the individuals’ band level, regular salary and total compensation paid for work in the bargaining unit. The list shall be provided in both printed and electronic form.

6.04 Every three (3) months YusApuY will be provided with a complete and accurate list of all YusApuY members’ departmental offices, departmental phone numbers, residence addresses, phone numbers and York email addresses (where available) as most recently provided to the Employer. This shall commence with a list as of October 1, 2014. The list shall be provided in both printed and electronic form.

Article 7 – Union Representation

7.03 The Employer agrees to grant, without loss of normal salary, a two-hour lunch period five (5) four (4) times during the period August 1, 2014 to July 31, 2018 for the purpose of (a) four (4) three (3) General Meetings and (b) a Ratification Meeting provided that YusApuY notifies the Department of Human Resources and Employee Relations ten (10) working days in advance of the meetings. For these meetings, YusApuY members who work at locations other than the Keele campus will be allowed reasonable additional time for travel, not to exceed one (1) hour, in order to be in attendance at the Keele campus. Six (6) members of the Executive Board of YusApuY shall be entitled up to a further twelve (12) nine (9) two-hour lunch periods during the period August 1, 2014 to July 31, 2021 for the purpose of attending general membership meetings. In the event that YusApuY deems it necessary for a further two (2) members to be present at the above-mentioned two (2)-hour lunch period meetings, the Employer agrees to grant the necessary time off without loss of normal salary provided that the Department of Human Resources and Employee Relations is advised of their names five (5) working days in advance.

Article 8 – Complaints/Grievances

8.01 (d) YusApuY and the Employer agree to a mediation process to assist in resolving differences or disputes arising between the Parties based upon the following understanding:

(i) Mediation can be used at any step during the Complaints/Grievances process.

(ii) The Employer and YusApuY must agree to use mediation.

(iii) The Employer and YusApuY must agree on the specific mediator.

(iv) The costs of the mediation shall be borne equally by the Employer and YusApuY.

(v) Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the Parties.
(vi) If a mutually acceptable resolution is not reached, the grievance will proceed to the next step in the Complaints/Grievances and Arbitration Process.

8.04 **Grievance Step 2:** If the grievance is not settled at **Step 1** it shall be submitted in writing to the Employee Relations Representative designated by the AVP Department of Human Resources and Employee Relations no later than five (5) working days following receipt of the **Step 1** reply. This grievance shall be signed by the Employee and the Chair of the **Grievance Committee** YusApuY President or designated representative. The Employee Relations Representative and the appropriate management representatives shall meet to discuss the grievance with the Grievor, a Union Officer and other appropriate Union representatives. The **Step 2** meeting shall be held within thirty (30) working days of the filing of the **Step 2** grievance unless the parties agree otherwise. The Employer’s written **Step 2** reply shall be given no later than five (5) working days following the **Step 2** meeting.

8.05 If a grievance is not settled at **Step 2**, it may be taken to Arbitration as provided for in Article 9 - Mediation/Arbitration.

8.065 The Parties agree to follow the Complaints/Grievances Process in accordance with the steps, time limits and conditions contained herein. If, at any step, the Employer's representative or the supervisor fails to give a written reply within the required time limit, or fails to give a response as required in **Article 8.02**, YusApuY may submit the grievance at the next step. Unless YusApuY proceeds to the next step in the Complaints/Grievances/Arbitration Process in accordance with the time limits and conditions, the grievance shall be deemed to have been resolved unless the parties mutually agree in writing to extend the time limits.

8.076 A group grievance shall be defined as a grievance where two (2) or more Employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief, and shall be submitted by YusApuY directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after YusApuY became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.

8.087 A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement, and shall be submitted by YusApuY directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after YusApuY became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.

8.098 In the case of an Employer grievance, the grievance procedure outlined above shall be mirrored, with the roles of the grieving and responding party appropriately modified.

8.499 The Parties agree that the Grievor(s) shall be given sufficient release time, paid by the Employer, from their work duties and responsibilities in order to attend the grievance preparation meeting(s) and the grievance meeting(s). The Employee will give his/her supervisor reasonable notice of any such scheduled meetings.
Article 9 – Mediation/Arbitration

9.01 The Parties agree to develop a list of mutually agreed upon mediators. The Parties may agree to seek the assistance of a mediator from this list prior to an arbitration hearing.

If a grievance is not settled at Step 2, it may be taken to mediation or arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice given to the other Party (in accordance with Article 36) no later than fifteen (15) working days following receipt of the Step 2 response. The grievance shall normally be referred to the next available pre-scheduled monthly mediation. Each Party reserves the right to opt out of the mediation process on a grievance-by-grievance basis, in exceptional cases.

MEDIATION

9.02 The Parties shall meet on a quarterly basis to assign grievances to Mediation. The Parties shall schedule one mediation date every month with a Mediator from the following list:

- Eli Gedalof
- Peter Chauvin
- Marilyn Silverman
- Lorne Slotnick
- Kevin Burkett
- Larry Steinberg
- William Kaplan
- Chris Albertyn

Subject to availability, one (1) Mediator shall be appointed in the above rotation once every month, but if any mediator is unavailable, the Parties shall proceed to the next mediator on the list.

9.03 At each pre-scheduled monthly mediation, the Parties shall attempt to resolve all grievances processed but not resolved through the grievance procedure in the preceding month. If the number of grievances referred to mediation is impractical, the Parties may agree to schedule an additional mediation with a mediator on the agreed list, or to defer one (1) or more grievances to the next monthly mediation.

9.04 The Parties shall meet with the appointed mediator to attempt to resolve the grievance(s). The Parties will not be represented by legal counsel in the mediation process unless they agree otherwise. The mediation shall be without prejudice to any Party’s position in the event that the grievance proceeds to arbitration. The grievance may not be referred to arbitration before the mediator. The mediator shall not be compellable as a witness in any subsequent proceeding relating to the grievance. Any grievance resolved at mediation shall be on a without prejudice, without precedent basis unless the Parties agree otherwise.
9.05 The time limits in the grievance procedure shall be suspended until the completion of the mediation process.

9.06 Nothing in this Article shall restrict the right of any Party from referring a grievance to arbitration under s. 49 of the Labour Relations Act, 1995, but where no such referral is made, this mediation process shall normally be completed before any grievance is referred to arbitration, subject to either Party opting out of the mediation process as provided for in paragraph 9.01 above.

**ARBITRATION**

9.07 If a grievance is not resolved at mediation or if either Party opts out of the mediation process as provided in Article 9.01, either Party may refer the matter to arbitration no later than fifteen (15) working days following completion of the mediation or, where mediation is declined, from receipt of notice that mediation is declined or the Step 2 response, whichever is later.

9.08 Arbitrators shall be selected from the following rotation which may be amended annually by agreement of the Parties:

- a. Kevin Burkett
- b. Peter Chauvin
- c. Louisa Davie
- d. William Kaplan
- e. Larry Steinberg
- f. Lorne Slotnick
- g. Marilyn Silverman
- h. Stephen Raymond
- i. Eli Gedalof
- j. Chris Albertyn

One (1) Arbitrator shall be appointed from the above rotation so that an arbitration is scheduled once every month. This frequency may be altered by agreement of the Parties in writing, where appropriate, having regard for the volume of cases that remain unresolved after Grievance Mediation. If any arbitrator is unavailable for a date agreeable to the Parties, the Parties shall proceed to the next arbitrator on the list. The Parties will make their best efforts to have arbitrations scheduled at least fourteen months in advance, with an even distribution of dates among the listed arbitrators.

9.09 Cases referred to arbitration shall be assigned to arbitrators on the above scheduled list by mutual agreement of the Parties. Such assignment shall take place within ten (10) working days following the grieving Parties notice that the matter shall be referred to arbitration. If the Parties are unable to agree within ten (10) working days at the Parties' next quarterly scheduling meeting, the case shall be assigned in rotation to the next arbitrator on the list schedule who has not yet been assigned a case. The Parties may agree to refer any grievance to an Arbitrator who is not on the agreed list. Any Party may
refer a grievance to arbitration under Section 49 of the Labour Relations Act, 1995 at anytime as provided by the Act.

The Parties shall consider the number of days likely needed to hear a case on a grievance-by-grievance basis and shall cooperate to schedule enough dates to have the grievance heard and determined by an arbitrator from the list within a reasonable period of time.

9.10 At least forty-five (45) days in advance of any scheduled arbitration date, the Parties shall confirm that the scheduled grievance is proceeding to arbitration on that date, and if not, the Parties may agree to substitute another grievance or shall cancel the arbitration date.

9.11 The Parties, or either of them, may be represented by legal counsel at arbitration hearings.

9.12 Arbitrations shall be conducted in accordance with the Labour Relations Act, 1995 and the terms of the Collective Agreement.

9.02 The Parties have developed a list of mutually agreed upon arbitrators, which may be reviewed annually at the request of either Party. If the Parties are unable to agree on changes to the “Agreed Upon List”, no changes shall be made during the term of the collective agreement. The “Agreed Upon List” is set out in a separate Memorandum of Agreement.

9.03 If a grievance is not settled at Step 2, it may be taken to arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by the grieving Party and given to the responding Party (in accordance with Article 36) no later than fifteen (15) working days following receipt of the Step 2 response.

9.04 Cases referred to arbitration shall be assigned to the arbitrators on the “Agreed Upon List” by mutual agreement of the Parties. Such assignment shall take place within ten (10) working days following the grieving Party’s notice that the matter shall be referred to arbitration.

If the Parties are unable to agree on the arbitrator on the “Agreed Upon List” within ten (10) working days following the grieving Party’s notice that the matter shall be referred to arbitration, the case will be assigned in rotation to the next arbitrator on the “Agreed Upon List”, starting with the first name and working down. In that case, if the assigned arbitrator is unable to hear the case within ninety (90) days, it shall be assigned to the next arbitrator in the rotation who is able to hear it within that timeframe. If no arbitrator on the “Agreed Upon List” can hear the case within ninety (90) days, the referring Party may refer the matter to arbitration under the provisions of Section 49 of the Ontario Labour Relations Act within ten (10) working days of the expiry of the time for agreement upon the arbitrator.

9.13 Notwithstanding Article 9.04, the procedures described above, the Parties may agree to refer a grievance to a three-person Board of Arbitration. If the Party referring a grievance to arbitration proposes this, the written notice shall contain the name and address of that Party’s appointee to the board. The responding Party shall advise whether it is in agreement with the appointment of a three-person Board of Arbitration and if so, shall
provide the name and address of its appointee to the board no later than ten (10) working days following receipt of the referring Party’s written notice. The two (2) appointees shall, within ten (10) working days, select an impartial Chair who may or may not be on the list referenced in Article 9.02 9.08. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select a Chair. If the responding Party does not agree with the appointment of a three-person board, the grievance shall be dealt with in accordance with Articles 9.04 9.08 and 9.09.

9.06 If a matter is to proceed to an arbitrator on the list described in Article 9.02 the matter will proceed as follows:

i) at the time of the referral to arbitration the grieving Party shall notify the other Party of its proposed selection of the arbitrator from the list and estimated number of days required to present its case;

ii) the Parties will cooperate to schedule enough dates to have the grievance heard and determined by an arbitrator from the list within a reasonable period of time.

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

9.15 (a) The Parties agree that the Grievor(s) and the Union Steward shall be given sufficient release time, paid by the Employer, from their work duties and responsibilities in order to attend the arbitration preparation meeting(s) and the arbitration hearing(s)/mediation.

(b) Each party shall bear the expenses of all other representatives, participants and witnesses and for the preparation and presentation of its own case.

(c) The fees and expenses of the mediator, arbitrator or Chair shall be borne equally by the Parties.

Article 10 – Seniority

10.02 Seniority accrual will be affected in the following circumstances:

(e) Employees, while on sick leave or Long Term Disability (LTD), shall continue to accrue their applicable seniority for the entire sick leave.

10.03 The Employer shall provide YusApuY, no less than once every six (6) months, with an up-to-date seniority list which shall contain the name, sex, date of seniority in the bargaining unit, date of hire at York University, salary rate, total compensation paid for work in the bargaining unit and corresponding job classification level, band, campus address, department/faculty, York email addresses (where available) and position title of each bargaining unit member. The seniority list shall be provided in both printed and electronic form.
Article 11 – Discipline and Discharge – status quo

Article 12 – Job Posting

12.02 (a) Bargaining unit positions shall be posted Monday, through Friday, with the exception of statutory holidays and the break defined in Article 27.07 - Paid Holidays, by the following method:

Post on the Internet via the York University Home Page. Positions will be posted electronically, including on an Employer administered career page.

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

(c) A Job Summary will be available in the Department of Human Resources coincident with the posting, through the Talent Acquisition Development Unit. Job Summaries for Glendon postings shall be available at the Glendon campus. Job Summaries for other postings will be available upon request, from the Compensation Office.

(d) Employees applying for a position shall submit an application package as required in the posting. A complete application package shall consist of the following material:

(i) An application form (available in the Department of Human Resources, at the Glendon campus and via the York University Employee Career Portal Home Page) completed and signed by the Employee; and

(ii) a résumé; and

(iii) a covering letter.

(f) To be considered as an internal applicant an Employee must submit the application through the York University Employee Career Portal, an Employee's application must be submitted by the posted deadline date, which is five (5) working days following the first day of posting.

(g) Employees may shall file their application electronically. Employees may also authorize YusApuY to submit an application by email on their behalf, if they will be unavailable to do so during the posting period. In such situations the Employee's written authorization must accompany the application package. It is understood that applicants shall make themselves available within a reasonable period to attend an interview.

(h) Acknowledgment of receipt of an application package is available by self-receipt/acknowledgement and/or email. the following methods:
(i) By self-receipt/acknowledgment when using electronic submission.

(ii) By delivering an application package in person and having it date-stamped by the Department of Human Resources.

(iii) If mailed, by phoning the Department of Human Resources for verbal confirmation.

(j) The Employer agrees that members of the bargaining unit who file timely applications pursuant to this Article have priority for all bargaining unit positions over persons outside the bargaining unit and over late applicants.

(o) A Job Posting Summary shall be sent to YusApuY, by electronic mail or in writing, no later than five (5) working days following a decision being made. This notice shall contain the location of the applicable position, the name, seniority date and current band of all bargaining unit applicants, together with the notation and start date of the successful applicant, or the intention of the Employer to repost the position or to extend the search, together with the reason for this decision.

This information shall, where practicable, be provided within ten (10) working days of the receipt of the YusApuY's request by the Employee Relations Unit.

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

(i) The selected applicant fails to start on the appointed date, without providing a reasonable explanation; or

(ii) the selected applicant leaves or fails to complete the trial period successfully (Article 12.05 (a)) or

(iii) the selected applicant fails to complete the probationary period successfully (Article 34.01 - New Employees).

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

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

Upon implementation of the forthcoming Applicant Tracking System, Article 12.02(c) shall be deemed to be replaced by the following language:

A Job Summary for a position to which the Employee has applied will be available in the Applicant Tracking System coincident with the posting. Job Summaries for other postings will be available upon request.

Article 13 – Temporary Assignments

13.03 (a) If an Employee is temporarily assigned additional or alternative duties, by the Employer, a Temporary Duties Assignment Form (TDAF) setting out the additional or alternate duties and the date they are to begin shall be completed and signed by the Manager and Employee. The TDAF shall be submitted to the Department of Human Resources and Employee Relations to be evaluated by a Job Analyst according to the Joint Job Evaluation system to determine the applicable pay band. This evaluation, which shall be prioritized in the job evaluation queue by the parties, will be reviewed by a Joint Job Evaluation Committee. Any change in salary shall be processed following this evaluation. Wherever possible, the evaluation shall be done prior to the start date of the Temporary Assignment and/or additional/alternative duties.

(d) A Temporary Assignment will be processed, with pay change if appropriate, if additional or alternative duties exceed two (2) consecutive working weeks up to maximum of twelve (12) eighteen (18) consecutive months.

(e) A summary of all Temporary Assignments including the reason for the TDAF shall be forwarded to the YusApuY office on a monthly basis. The summary shall be forwarded in written and/or electronic form.

Article 14 – Job Evaluation

(g) Members of Joint Job Evaluation and Appeals Committees may raise issues and/or make recommendations regarding the overall operation of the system, identified anomalies and emerging trends to their respective parties for discussion at Labour/Management meetings.

(h) The Employer shall provide the members of the Joint Job Evaluation and Appeals Committees a meal allowance of $14.00 when meeting to evaluate job evaluation questionnaires if meetings exceed three and a half (3.5) hours in one day.

Article 15 – Layoff and Recall

(b) For a period of twelve (12) months following the commencement of layoff an Employee, their spouse and eligible dependent(s) will be entitled to participate under the terms of the Academic Tuition Fee Waiver Benefit Program in effect at the time of that Employee's layoff.
Article 16 – Technological Change

16.03 In the event the Employer decides on the introduction of technological change it shall notify YusApuY in writing or electronically, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification will be given at least three months before such introduction.

16.04 This written or electronic notice shall provide such relevant information as is available to the Employer at the time of notification. It shall contain pertinent data including:

Article 17 – Training

17.01 The Parties recognize the benefits of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through staff training. Training shall be understood as an ongoing means of enabling Employees to maximize their skills and abilities.

(a) Employees who wish to attend courses offered during working hours by the Joint Training Programme and/or the Technical Training Centre must have the approval of their supervisors. However, each bargaining unit member shall be granted a minimum of one (1) Initiatives course per year at a time to be agreed upon by the Employee and the manager. Employees will not suffer a loss of normal pay while attending such training program(s). The Employer agrees to make reasonable adjustments to working hours to accommodate individuals that work outside the regular working hours.

17.02 The Parties agree to establish a Joint Training Programme Committee, which shall include up to three (3) persons from the bargaining unit appointed by YusApuY, and up to three (3) representatives of the Employer. The mandate of this Committee, which shall be jointly chaired, shall include, but shall not be restricted to, the development, implementation and evaluation of individual and/or group programmes for members of the bargaining unit. The Committee shall also establish criteria and consider applications for payment or subsidization of the cost of maintaining certificates or designations required by the Employer of an Employee for the performance of his/her duties. The Employer shall allocate $50,000 to $55,000 during each year of the Collective Agreement (August 1 to July 31).
Article 18 – Health and Safety

Please refer to the following Appendices of the Collective Agreement:

1. Appendix B – Ergonomic Standards

2. Appendix C - Guidelines for the Structure and Function of the YusApuY Joint Occupational Health and Safety Committee or such other Terms of Reference as may replace it pursuant to Letter of Understanding - New Health and Safety Committee

You may also refer to the following documents:

http://www.e-laws.gov.on.ca/html/statutes/english

2. York University Healthy Workplace Policy  
http://secretariat-policies.info.yorku.ca/policies/healthy-workplace-policy

18.02 (d) The Employer recognizes the right of workers, consistent with the current Act, to:

(i) be informed about hazards in the workplace,

(ii) participate in health and safety committees,

(iii) be provided with appropriate training,

(iv) be consulted and have input,

(v) receive fair representation by a worker member of a Joint Health and Safety Committee which includes YusApuY members and;

(v) the right to refuse unsafe work.

18.03 Governance of Health and Safety Committees

(a) The Employer recognizes and values the role of the health and safety committees. It shall establish health and safety committees consistent with the OHSA and Ministry of Labour (MOL) requirements. This includes establishing and supporting Joint Health and Safety Committees (JHSCs) and other health and safety related committees.

(b) Consistent with the OHSA, it is the responsibility of the JHSCs and central health and safety steering group to make recommendations to the Employer concerning the establishment, maintenance and monitoring of health and safety programs [OHSA Section 9(18)(c)].
18.04 The Employer shall review and update, at least, annually the York University Healthy Workplace Policy with input from workplace parties including members of the JHSCs.

18.05 The YusApuY members of the JHSCs and the central health and safety steering group, together with other members thereof and other workplace parties shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.

18.06 The Employer will grant, up to a total number of eighteen (18) days per contract year, time off with pay for current YusApuY members of the JHSCs and the central health and safety steering group, to attend health and safety education or training sessions conducted in Ontario.

These sessions will be selected by YusApuY, and the time off approved by the Employer subject to receipt of reasonable notice. The Parties shall share the cost of any registration fees and/or travelling expenses equally.

18.07 (a) Incidents and accidents that occur at the workplace shall be reported and investigated in accordance with the York University Accident Investigation Program. Copies of the Supervisor’s Accident Investigation Report will be sent to the applicable Joint Health and Safety Committee, and Health, Safety and Employee Well-Being (HSEWB) and, in the case of incidents and accidents involving its members, to YusApuY.

(b) Health and medical information shall be handled in accordance with the Personal Health Information Protection Act.

18.08 The workplace shall be inspected in accordance with the OHSA.

18.09 (a) The Employer shall provide, at YusApuY’s specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health or safety.

(b) The Employer also agrees to notify the applicable JHSC (with a copy to YusApuY where the testing involves a YusApuY workplace) of testing dates to allow a worker member of the JHSC to be present at the commencement of testing and to inform the affected employee(s) of the results. Results will be posted normally within two (2) working days of the issuance of the resulting report.

18.10 Personal Protective Equipment

(a) Where the wearing of protective clothing [with the exception of safety shoes Article 18.09(10)(b)], equipment or devices is prescribed by the Act, or where the Parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.
(b) Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to $200.00 each year of the term of this Agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.

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

18.11 Safety Information and Training

Any Employee required to operate equipment requiring safety precautions, the use of protective devices, and/or safe handling procedures, shall receive information, instruction and/or training by the Employer as required to ensure the health and safety of the Employee and the safe operation of the equipment or such other training as may be required under the Act.

18.12 At an Employee’s written request to YusApuY, the Parties agree to meet within seventy-two (72) hours in a Labour/Management setting with a view to resolving concerns related to security at work.

18.13 (a) At an Employee's written request to YusApuY, the Parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing Employee with a view to resolving her concerns relating to her health and safety at work which may also include working with a computer workstation.

It is also agreed that, if she so requests, she will be removed from the situation in which she feels at risk - in which case she will be assigned other duties - until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if her concerns are not then resolved to her satisfaction she shall, upon her written request, be granted a leave of absence without pay.

(b) An Employee who is highly sensitive to hazards in the workplace and has concerns about their immediate health and safety should first raise the issue with their supervisor/manager with a view to resolving their concerns in a reasonable time. An Employee may be assisted by a YusApuY member of the applicable JHSC any time during this process.

In the event that the Employee's concerns are not resolved, the Parties agree to meet with the Employee within twenty-four (24) hours of the request in a Labour/Management setting.

(c) The Employer shall take every precaution reasonable in the circumstances and shall notify Employees and provide information to Employees of hazards in the workplace prior to the start of and during a renovation or construction project.

18.14 Working Alone Program

The Employer shall continue to have a Working Alone Program for the protection of employees who may work alone. A copy of the Program will be given to all new employees during Orientation and will be posted on all Health and Safety bulletin boards as well as on the Employer’s website.
18.15 Area Health and Safety Officers

(a) YusApuY members shall not be appointed as Area Health and Safety Officers or back-up to designated Area Health and Safety Officers;

(b) The Employer shall maintain a current list of Area Health and Safety Officers on the website of Health, Safety and Employee Well-Being (HSEWB).

18.16 New Building Inspections

The central health and safety steering group, which includes YusApuY shall annually review the Inspection Protocol For New Buildings or Newly Renovated Areas Greater Than 5,000 Square Feet, and make recommendations for improvements in it, understanding that the Protocol affects not only YusApuY members but also other employee groups and departments of the University. For purposes of clarity, it is agreed that YusApuY may make recommendations regarding the Protocol through its members on the steering group.

18.17 Ergonomics

(a) The Employer shall establish a Joint Ergonomics Committee, which will include up to three (3) YusApuY representatives and up to three (3) representatives of the Employer, including a mutually agreed upon Chair. It shall report to the central health and safety steering group and its reports, meeting materials and information will be posted on the HSEWB website.

(b) The Employer shall, in consultation with the Joint Ergonomics Committee, review the University’s ergonomic/musculoskeletal disorder prevention programs every two (2) years and make ergonomic recommendations towards improving the workplace.

(c) The Employer shall provide information on ergonomics related programs to all Employees and to all new Employees at their orientation meeting, and provide information pertaining to ergonomics, including relevant Provincial Guidelines, on the HSEWB website.

(d) The Joint Ergonomics Committee shall meet at least semi-annually to review ergonomic issues arising from JHSC and/or central health and safety steering group reports/minutes and other ergonomic issues identified by the members of this committee and will provide recommendations to the central health and safety steering group as appropriate.

18.18 Dispute Resolution Concerning Matters on the JHSC Agenda

The time limits specified under Article 8.07 of the Collective Agreement shall not apply while such issue remains unresolved at the central health and safety steering group or a JHSC. This provision does not prohibit the Union from initiating a grievance concerning such issue.
Letter of Understanding – New Health & Safety Committee Structure

The University and YusApuY have been governed by the Guidelines for the Structure and Function of the YusApuY Joint Occupational Health and Safety Committee found in Appendix C of this Collective Agreement.

The University will continue to abide by Appendix C until the governing Minister’s Order is revoked, at which time Appendix C shall become null and void. At that time, Appendix C shall be replaced with paragraphs 1-20 of this Letter of Understanding. In recognition of the Ministry of Labour’s announced intention, in its letter to the University dated April 13, 2018, to revoke the said Minister’s Order, it is mutually recognized that the current Guidelines will be displaced by new guidelines or terms of reference that comply with the Act.

The University and YusApuY jointly acknowledge that effective partnerships amongst all workplace parties helps to create an effective Internal Responsibility System.

The parties agree to engage in discussions concerning the restructuring of the joint health and safety committees at York University pursuant to the Occupational Health and Safety Act (OHSA). Such discussions will include input from other unions and groups of workers at the University.

York University and the Union acknowledge that a Joint Health and Safety program can only be successful when everyone in the workplace is committed to their responsibilities. Therefore, the parties agree to cooperate in ensuring that they develop and adopt Terms of Reference for a central health and safety steering group and Joint Health and Safety Committees (JHSC) that fulfill the parties’ respective responsibilities pursuant to OHSA.

The parties agree that any new structure shall include the following insofar as it relates to YusApuY and its members:

1. The Employer shall establish a central health and safety steering group;
   a) at least one of the YusApuY members who sit on the steering group shall be certified under the OHSA.
   b) All time spent by YusApuY members on the steering group in relation to their attendance at steering committee meetings or in activities relating to the function of the steering group prescribed by the terms of reference or contained in this Letter of Understanding shall be paid at the member’s regular or premium rate of pay, as appropriate. The time spent shall be considered as time at work and, where the work must be completed outside of regular work hours, subject to overtime pay (Article 26.08) and meal allowance (Article 26.09).
   c) The parties will engage in further discussions, which will include other Unions at the University, concerning the means by which the steering group is administered, the relationship between the steering group and JHSCs, the manner in which the steering group will reach decisions and make recommendations, and the Employer’s obligations to respond to the steering group.

2. The Employer shall establish Joint Health and Safety Committees (JHSCs) sufficient to support the workplace as determined pursuant to the multi-party restructuring discussions outlined above.

3. The central health and safety steering group shall determine which area of the workplace each
4. The structure of the JHSCs shall be in accordance with OHSA and the Collective Agreement.

5. The central health and safety steering group will have the authority to make recommendations to the Employer that follow the same process and requirements as outlined for JHSCs under the OHSA.

6. YusApuY shall have at least one member and be fairly represented on each JHSC which represents workers in YusApuY. Each JHSC may make recommendations to the central health and safety steering group as to the appropriate representation from the various work areas covered by the JHSC.

7. YusApuY may appoint up to four (4) Alternates for the central health and safety steering group and one (1) Alternate for each JHSC. The Alternates shall be allowed as substitutes on the applicable committee, upon notification of the co-chairs of the applicable committee.

8. The JHSCs shall meet at least quarterly, or more frequently based on risk level. Each JHSC shall determine how frequently it will meet and any changes to the schedule must be approved by the co-chairs of the applicable committee.

9. The University shall ensure that there are enough certified members on the JHSC’s to ensure compliance with the OHSA.

10. The Union shall select all of its members for the central health and safety steering committee and JHSCs. The decision to remove a Union member from any Committee shall be at the Union's sole discretion, unless the OHSA requires such removal.

11. YusApuY members of any Committee performing workplace inspections shall be allotted half of one regular working day per month to conduct inspections and prepare the report. Where additional time is required, management approval, which shall not be unreasonably denied, is required.

12. All health and safety concerns raised during a workplace inspection shall be recorded on a "Workplace Inspection Report" form signed by the worker member performing the inspection. The "Workplace Inspection Report" form will be forwarded to the appropriate area or department manager and to Health, Safety and Employee Well-Being (HSEWB) for inclusion in the Joint Committee file, normally within two (2) days of the inspection. The manager shall return copies of the completed report to all members of the JHSC, the Union office at yusapuy@yusapuy.ca and to the Joint Committee file, in care of HSEWB, normally within fourteen (14) days of receipt of the report.

13. The Vice-President (Finance and Administration) and/or appropriate designate(s) shall respond, in writing, within twenty-one (21) days of receipt, to written committee recommendation(s). A copy of the recommendations shall be attached to the minutes. The written response shall indicate the Employer's assessment of the applicable committee's recommendation and specify what action will or will not (with explanations) be implemented as a result of the recommendation. Any proposed action by the Employer shall include details of who will be responsible for such action and a proposed timeframe for addressing the issue(s). The Union shall be copied on all responses that affect YusApuY workplaces at yusapuy@yusapuy.ca.

14. The worker members of the applicable JHSC shall appoint a worker member to investigate incidents which have caused or have the potential to cause serious injury to an employee. JHSC Terms of Reference will include provisions for such investigations. If an investigation arises from the death or critical injury of a YusApuY member, at least one YusApuY member shall be permitted to participate in an investigation conducted pursuant to s. 9(31) of the OHSA. Where a worker member from the affected employee’s union is unavailable, another worker member from the JHSC will be present. Where the investigating worker member is not a YusApuY member, but the incident involves an Employee represented by YusApuY, a YusApuY member of the JHSC shall be copied and acknowledge receipt of the Report.
15. A certified JHSC worker member from the Union shall be present during a work refusal investigation as outlined in the OHSA. Consistent with OHSA requirements and Ministry of Labour practices, where a worker member from the refusing employee’s union is unavailable, another worker member from the JHSC will be present.

16. The Employer shall post JHSC minutes, workplace inspection reports, JHSC membership lists and industrial hygiene testing reports on the HSEWB yulink page.

17. All time spent by YusApuY members of any committee in relation to their attendance at committee meetings or in activities relating to the function of a committee as prescribed by OHSA or contained in this Collective Agreement shall be paid at the member’s regular or premium rate of pay, as appropriate, and the time spent shall be considered as time at work. As such, such responsibilities are completed during the member’s regular work hours (Article 26.01(a)). Any Joint Committee work that must be completed outside of regular work hours shall be subject to overtime pay (Article 26.08) and meal allowance (Article 26.09). Any steering group or committee member who takes minutes for a meeting shall be given release time with pay as outlined in this paragraph, sufficient to edit and finalize these minutes, if required.

18. YusApuY members of any JHSC shall be allowed one (1) hour of preparation time, if required, for each committee meeting and one (1) hour of release time every other month to attend a meeting of the YusApuY members of JHSCs, at a time and date of the Union’s choosing.

19. Meeting agendas are to be sent to the central health and safety steering committee and JHSCs one week in advance.

20. The development, adoption and implementation of Terms of Reference shall be done in accordance with the OHSA.
Article 19 – Sick Leave

19.02 (c) Employees may use sick leave to attend a medical appointment and shall, whenever possible, notify the supervisor three (3) working days prior to the appointment. The requirements for medical proof evidence of entitlement to the leave outlined in Articles 19.03 below shall apply.

19.03 (b) When requested to do so, employees must provide to the manager or the Health, Safety and Employee Well-Being Office a medical note/certificate signed by a legally qualified medical practitioner. Such proof will be required only after two (2) days of sick leave with pay in any calendar year, and normally only following an absence of five (5) or more consecutive working days.

19.04 (a) An Employee must provide a medical note/certificate signed by a legally qualified medical practitioner to the Health, Safety and Employee Well-Being Office when absent due to illness for more than ten (10) or more consecutive working days. Failure to do so may result in denial of sick leave with pay.

Article 20 – Leave of Absence Without Pay – status quo

Article 21 – Personal Leave (Short Term) With Pay

21.01 (a) An Employee shall be entitled up to three (3) working days in each Anniversary Year, as defined in Article 31.02 - Definitions, to meet situations that cannot reasonably be scheduled outside normal working hours. Personal leave may be used in hourly allotments. In approving the specific timing of such leave, departmental operating requirements shall be the sole consideration. For purpose of clarity, an Employee appointed to a Temporary or Limited Term position shall have these personal leave day entitlements prorated in accordance with the expected length of their definite term or task, compared to a full Anniversary Year; in no case shall an Employee be entitled to more than three (3) working days for any Anniversary Year.

Article 22 – Bereavement Leave

22.01 (a) Bereavement Leave, without loss of normal salary, up to a maximum of five (5) consecutive working days, shall be granted to an employee at the time of death or funeral/memorial service/celebration of life of a parent, spouse/same-sex partner, brother, sister, child, current ward or legal guardian, grandparent or grandchild.

(c) Bereavement Leave, without loss of normal salary up to a maximum of three (3) consecutive working days, shall be granted to an employee at the time of death or funeral/memorial service/celebration of life of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparent or grandchild.
Article 23 – Jury and Witness Duty Leave

23.01 Employees who have been summoned to be a juror or witness by anybody in Canada with the power to subpoena or surety shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.

Article 24 – Maternity, Parental, Adoption and Paternity Leave

24.01 (a) An Employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing at any time during the seventeen (17) weeks immediately preceding the estimated birth date or on the date of birth, if earlier.

(b) "Pregnancy/maternity leave", as used throughout this article, is understood to mean the period of seventeen (17) weeks referred to in Article 24.01 (a) above.

24.05 No Employee shall be required to return to work following pregnancy/maternity leave earlier than six (6) weeks following the actual birth date; nor shall she be permitted to do so unless she has given one (1) week’s notice of intention to return and has provided her supervisor with a certificate signed by a legally qualified medical practitioner indicating her fitness to return to work.

In the event of a miscarriage, stillbirth, or death of the baby during pregnancy/maternity leave, the pregnancy/maternity leave shall end on the later of:

- Seventeen (17) weeks after the pregnancy/maternity leave began, or
- Six (6) Twelve (12) weeks after the birth, still birth, or miscarriage.

24.07 For Employees who will have been employed by York University for a period of at least ten (10) months immediately preceding the estimated birth date and who produce a confirmation of approval of Employment Insurance benefits from Human Resources and Skills Development Canada (HRSDC) Employment and Social Development Canada:

(a) The Employer will pay the Employee for the first two (2) weeks of leave, i.e. the Human Resources and Skills Development Canada’s unpaid waiting period - an amount equal to 95% of her normal earnings as soon as possible after the commencement of such leave.

(b) Provided that the Employee would not have been otherwise absent on any kind of prearranged leave, including sessional leave, the Employer will supplement the benefit paid by the Human Resources and Skills Development Canada Employment and Social Development Canada for fifteen (15) weeks so that the total from both sources will equal 95% of the Employee's normal salary. This supplementary benefit will be paid during the course of the pregnancy/maternity leave.
PARENTAL LEAVE

24.08 An Employee who has been employed by York University for a period of at least thirteen (13) consecutive weeks shall be entitled to a leave of absence without pay of up to thirty-five (35) sixty-one (61) weeks for the birth mother, or thirty-seven (37) sixty-three (63) weeks for other new parents following:

(a) The birth of the child; or

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

24.09 (a) The parental leave of an Employee who has taken pregnancy/maternity leave shall commence immediately upon the completion of her pregnancy/maternity 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 fifty-two (52) seventy-eight (78) weeks after the day the child came into the custody, care and control of a parent for the first time.

(b) The parental leave of an Employee who has not taken pregnancy/maternity leave shall commence no later than fifty-two (52) seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

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

24.13 Where an Employee takes a leave under this Article 24 and the combined leaves (pregnancy/maternity, parental, vacation, or leave of absence without pay) do not exceed twelve (12) eighteen (18) months, Employees shall be reinstated in their former position.

If the aforesaid combined absence leaves exceeds twelve (12) eighteen (18) months, Employees may, upon providing written confirmation of availability to return to work, use their seniority to obtain a position as provided for in Article 12 - Job Posting, for a maximum period of four (4) months following termination of the combined leaves.
Article 25 – Union Duty Leave

25.02 (b) The Parties agree that the YusApuY position of Treasurer shall be allowed six (6) seven (7) hours union duty leave per month (with YusApuY reimbursing the Employer for the pay for these hours) provided that a written or electronic request for such leave has been submitted to the Employee’s supervisor at least five (5) working days in advance. In the event of a temporary or indefinite vacancy in this position YusApuY may designate in writing a replacement.

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

(iii) In the case of the President, and the First Vice President, and the Second Vice President of the Union, paragraph (e)(iii) shall apply only after eight (8) consecutive years of leave. If, during that period, the Officer in question provides written notice of his/her intention to return from the leave before the expiry of the eight (8) years, the Employer shall reinstate the Employee to the Employee’s former position, if it still exists, provided the Employee retains the qualifications and ability to perform the required work. Otherwise the Employee shall be entitled to the provisions of Article 15 - Layoff and Recall.

Article 26 – Hours of Work and Overtime

26.01 (c) i) From June 1 the Friday prior to Victoria Day to Labour Day the normal work day for all Employees will be reduced, at the end of their regular shift, by one (1) hour every Friday or the normal last day of an Employee's work week. Any Employee who at the directive of their manager is required to work this extra hour in June due to convocation will be granted an alternate hour(s) off by mutual agreement with the manager. An Employee who is on approved vacation or other leave for this day shall not be entitled to accrue this hour for application toward another day.

ii) In reference to paragraph 26.01(c)(i) above, any time taken on a Friday as sick, vacation and/or personal shall be considered a six (6) hour work day.

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

26.09 Employees required to work a minimum of two (2) hours overtime before or after but joined to their normal shift or an Employee required to work four (4) or more hours, on overtime, on a Saturday, Sunday or Holiday shall receive a meal allowance of $12.00 $14.00. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the supervisor.

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

(a) Scheduled on-call except as noted in B2 and B3 below:

(b) Scheduled on-call during University Holidays or grant days:

i. The Employee will be paid a basic $3.15 $3.50 on-call stipend for each on-call hour.

Article 27 – Paid Holidays

27.01

You may also refer to the following document:

27.07 Consistent with Article 27.01 and Article 27.03 above, for the calendar year-end holiday periods in each of the four (4) three (3) years of the contract, the Employer will observe the following combinations of grant days and holidays for YusApuY Employees who would not otherwise have been absent on any kind of approved leave:

<table>
<thead>
<tr>
<th></th>
<th>Paid Holiday</th>
<th>Paid Holiday</th>
<th>Paid Holiday</th>
<th>Grant Day</th>
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<td>Fri, Dec 25</td>
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<td>Tues, Dec 29</td>
<td>Wed, Dec 30</td>
<td>Thurs, Dec 31</td>
<td>Fri, Jan 1</td>
<td>Mon, Jan 4</td>
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</tbody>
</table>

Article 28 – Annual Vacations

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

28.03 CREDITS

During the first Anniversary Year: 1 day/month to a maximum of ten (10) days.

28.06 Sick leave may be substituted for vacation when Employees have demonstrated to the satisfaction of the Dean or Department Head that they, or a dependent child, parent, spouse/same sex-partner were incapacitated for three (3) consecutive working days or more during their vacation. In the event that medical documentation is required to demonstrate entitlement to such leave it shall be submitted directly to Health, Safety and Employee Well-Being.

Article 29 – Employee Benefits and Pension Plans

29.01 (d) Dental - Part B - current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association. Effective September 1, 2005 the beginning of the calendar month following the date of ratification, coverage is as follows:

- 70% 80% for Restorative services (dental implants, caps, crowns and bridges) up to an individual calendar year maximum benefit of $5,000.
(e) **Vision Care** - 100% - Single coverage to a maximum of $400/24 months, no deductible. Single coverage to a maximum of $300/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.

**Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of $100/24 months.

(f) **Hearing Care** - 100% - Single coverage to a maximum of $800/36 months. An Employee may elect to pay any additional premiums required to extend coverage to family.

(i) **Orthotics** – maximum of $2,000/24 months per person.

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

- 70% 80% for Restorative services (dental implants, caps, crowns and bridges) up to an individual calendar year maximum benefit of $5,000.

(d) **Vision Care** - 100% - Single coverage to a maximum of $400/24 months, no deductible. Single coverage to a maximum of $300/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.

**Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of $400/24 months.

(g) **Orthotics** – maximum of $2,000/24 months per person.

29.05 **POST-RETIREMENT BENEFITS**

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

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

The Employer agrees to continue the retiree benefits coverage on the August 1992 basis until July 31, 2021 as outlined in **Appendix CB - Post Retirement Benefits**.
Article 30 – Salaries

30.01 IMPLEMENTATION:

Effective August 1, 2014 all Job Rates will be increased by 1.5% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2015 all Job Rates will be increased by 1.5% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2016 all Job Rates will be increased by 1.5% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2017 all Job Rates will be increased by 1.5% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2018 all Job Rates will be increased by 2.3% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2019 all Job Rates will be increased by 2.2% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2020 all Job Rates will be increased by 2.1% with Entry Rates set at 97% of Job Rate.

Article 31 – Definitions

31.03 Appointment Date – shall be defined as the most recent date of employment at the University in a position in this bargaining unit, subject to Article 10.02 – Seniority, however two (2) successive periods of employment that are not more than four (4) calendar months apart shall be added together and treated as one (1) period of employment, with the Appointment Date being adjusted by the number of days between the end of the prior period of employment and the most recent date of employment in a position in the bargaining unit.

Article 32 – Employment Category

32.03 FULL-TIME SESSIONAL

(b) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time months worked:

Bereavement Leave (Article 22)
Personal Leave (Short Term) with Pay (Article 21)
Maternity, Parental, Adoption and Paternity Leave (Article 24.14)
Paid Holidays (Article 27)
Sick Leave (Article 19)
Annual Vacations (Article 28)
Employee Benefits and Pension Plans (Article 29.01)
Pension Plan (Article 29.04)
Post-Retirement Benefits (Article 29.05)
Seniority (Article 10.02)
Salary Rates (Schedule A)

32.04 PART-TIME

(b) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours worked:

Bereavement Leave (Article 22)
Personal Leave (Short-Term) with Pay (Article 21)
Maternity, Parental, Adoption and Paternity Leave (Article 24.14)
Paid Holidays (Article 27)
Sick Leave (Article 19)
Annual Vacations (Article 28)
Employee Benefits and Pension Plans (Article 29.02)
Seniority (Article 10)
Pension Plans (Article 29.04)
Salary Rates (Schedule A)

32.05 PART-TIME SESSIONAL

(b) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:

Bereavement Leave (Article 22)
Personal Leave (Short-Term) with Pay (Article 21)
Maternity, Parental, Adoption and Paternity Leave (Article 24.14): top-up provision applies only to the period the Employee would normally be working
Paid Holidays (Article 27)
Sick Leave (Article 19)
Annual Vacations (Article 28)
Seniority (Article 10.02)
Employee Benefits and Pension Plans (Article 29.01)
Pension Plan (Article 29.01)
Salary Rates (Schedule A)

32.07 LIMITED TERM

(d) Employees shall be able to use their accrued seniority for a period of twelve (12) months following completion of the assignment for the purpose of eligibility under Article 12 - Job Posting. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority, accrued sick leave, if any, and the balance of their personal leave entitlement, if any, reinstated. Seniority shall be adjusted for any time spent outside of the bargaining unit. The salary of such Employees shall be consistent with the terms of Article 30.03 - Salaries.
For the purpose of clarity, the Appointment Date of such Employees shall be established and/or adjusted pursuant to Article 31.03.

(e) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:

Personal Leave (Short-Term) with Pay (Article 21)
Maternity, Parental, Adoption and Paternity Leave (Article 24.14) except for the provisions under Article 24.07. Provisions of Article 24.06 and Article 24.13 will apply only if the temporary position exists.
Paid Holidays (Article 27)
Sick Leave (Article 19)
Annual Vacations (Article 28)
Employee Benefits and Pension Plans (Article 29.01) if full time; Article 29.02 if at least fourteen (14) hours per week but less than twenty-four (24) hours per week
Salary Rates (Schedule A)

32.08 FULL-TIME GRANT EMPLOYEES

(d) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours and months worked:

Personal Leave (Short-Term) with Pay (Article 21)
Maternity, Parental, Adoption and Paternity Leave (Article 24.14). Provisions of Article 24.06 and Article 24.13 will apply only if the temporary position exists.
Paid Holidays (Article 27)
Sick Leave (Article 19)
Annual Vacations (Article 28)

Article 33 – General

33.03 ACADEMIC TUITION FEE WAIVER BENEFIT PROGRAM
Employees, their spouse and eligible dependents shall be eligible to participate under the terms of Academic Tuition Fee Waiver Benefit Program as amended from time to time.

33.04 TOOL ALLOWANCE AND SECURITY

The Employer will provide a locked area for the storage of Craftspersons’ or technicians’ personal hand tools, that are required for purposes of performing his/her duties, 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 $75.00 $100.00 per person, per calendar year. Any unused portion of this allowance may not be accrued beyond two consecutive calendar years.
33.07 INCLEMENT WEATHER

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

For the purpose of this clause, “campus” shall mean Keele campus, Glendon campus, Miles S. Nadal Management Centre, Osgoode Professional Development, Markham Campus and any other satellite location.

33.10 ELECTIONS COMMITTEE

The Employer agrees to grant the members of YusApuY Elections Committee (up to a maximum of two (2) persons per department) one-half (½) day (3.5 hours) of release time, paid by the Employer, on the day of the Annual General Elections during the nomination and elections period.

Article 34 – New Employee

34.01 (a) (iii) In cases where the probationary Employee is absent for more than twenty (20) fifteen (15) working days, the probationary period shall be extended accordingly.

Article 35 – Pre-Retirement – status quo

Article 36 – Correspondence

36.01

To the Employer: To YusApuY:

Associate Director, Employee Relations President, YusApuY
Human Resources York University
York University 4700 Keele Street
4700 Keele Street Toronto, Ontario
Toronto, Ontario M3J 1P3
M3J 1P3 yusapuy@yusapuy.ca
Article 37 – Duration of Agreement

This Agreement shall continue in force and effect until July 31, 2021 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.
### Schedule A – York University Salary Rates

#### York University Salary Rates

<table>
<thead>
<tr>
<th>Band</th>
<th>Code</th>
<th>Entry Rate ($)</th>
<th>Job Rate ($)</th>
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Appendix A – Second Language Testing – Glendon

3. Candidates who fail the test will have a right of appeal to the Administrative Bilingualism Committee Executive Officer or designate.

Appendix B – Ergonomic Standards

“Entire appendix has been deleted and incorporated into Article 18”

Appendix CB – Post-Retirement Benefits

I - Retirement Post - June 30, 1987

The Employer agrees to provide benefits coverage for full-time, full-time sessional, and part-time, part-time sessional bargaining unit members whose regularly scheduled hours of work were at least twenty-four (24) hours per week, their spouses and dependent children, who retired on or who will retire between July 1, 1987 and July 31, 2021.

ACADEMIC TUITION FEE BENEFIT PROGRAM

(a) Each retiree shall be eligible to participate under the terms of the Academic Tuition Fee Waiver.

(b) A retiree’s spouse and all dependent children shall also be eligible to participate under the terms of the Academic Tuition Fee Waiver.

II - Retirement Pre-July 1, 1987

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

Effective August 1, 2014 2018 the Employer agrees to allocate $21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.

Effective August 1, 2015 2019 the Employer agrees to allocate $21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.

Effective August 1, 2016 2020 the Employer agrees to allocate $21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.

Effective August 1, 2017 the Employer agrees to allocate $21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.
Appendix DC – Guidelines for the Structure and Function of the YusApuY Joint Occupational Health and Safety Committee – status quo except to change to “Appendix C”

Letter of Intent – Alternate Hours in Priority Placement – status quo

Letter of Intent – Early Exit Option

The Employer will meet with YusApuY to discuss a voluntary exit option for employees. This shall occur by December 10, 2015 July 31, 2019.

Letter of Intent – Job Summaries

Incumbent Employee’s shall be notified when the Employer adds to, removes or otherwise alters the responsibilities of the position on an ongoing basis, at a meeting held pursuant to Article 7.07(b). A copy of the revised Job Summary shall be given to the Incumbent(s) and a copy forwarded to the Compensation Unit Office, who will then forward a copy of the final, official Job Summary to the Union.

Letter of Intent – Market Based Anomalies

Due to the fact that the Employer has advised YusApuY that it has recently experienced some difficulty in attracting qualified professionals for certain senior, highly specialized jobs, the representatives of YusApuY and representatives of the Employer agree to discuss the anomalous situations identified by management and, where the Parties mutually agree, to make appropriate salary adjustments.

Letter of Intent – Pay Frequency – status quo

Letter of Intent – Article 15.06 Issue – status quo

Letter of Understanding – Academic Tuition Fee Waiver

Letter of Understanding – Disability & Return to Work – status quo

Letter of Understanding – Extra Hours of Work Agreement

The Parties agree that this agreement may not be revoked prior to July 31, 2021 except with the Parties’ mutual consent or a change in legislation.

Letter of Understanding – Grievance Mediation and Arbitration – “agreed to delete” (incorporated into Articles 8 & 9)
Letter of Understanding – Job Closures November 1st to January 15th – status quo

Letter of Understanding – Job Evaluation

The Parties Employer agrees to meet within the time frame of the Collective Agreement to discuss work towards moving converting the Job Evaluation process to an electronic format in consultation with the union.

Letter of Understanding – Long Term Disability – “agreed to delete” (no members on LTD prior to January 1, 1993)

Letter of Understanding – Long Term Disability Insurance

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

Letter of Understanding – Post Retirement Benefits

The Employer agrees to continue the post retirement benefits coverage as outlined, in Appendix C B - Post Retirement Benefits, until July 31, 204821.

Letter of Understanding – Pre-Closures – status quo

Letter of Understanding – Technical Training Centre – status quo

Letter of Understanding – YusApuY Joint Training Fund – “agreed to delete”


The Parties agree to strike a Joint Special Committee on Job Evaluation to review the current plan and process and make recommendations to the Employer and YusApuY as to possible changes needed in Article 14 and the underlying plan and process in order to better meet the needs of the Parties. The Committee shall consist of 3 representatives of each Party.

The Parties shall agree on an expert consultant to advise the Joint Special Committee, the cost of which will be paid for jointly by the Parties (50% each). Both Parties shall participate in the
Request for Proposal and selection process, which shall be conducted in accordance with the Employer’s procurement policies and processes. Both Parties will have the ability to terminate the consultant’s contract with sixty (60) days written notice to the other Party and the consultant.

After working with the expert consultant, the Committee shall report its recommendations, if any, to the Employer and YusApuY by December 31, 2020. For purpose of clarity, neither the Employer nor YusApuY will be bound to the recommendations of the committee or the consultant.

Committee members shall be entitled to release time, if necessary, to perform the work of the Committee.