

# COLLECTIVE AGREEMENT

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between



**YORK UNIVERSITY**

and

**YORK UNIVERSITY STAFF ASSOCIATION**



**ASSOCIATION DU PERSONNEL DE  
L'UNIVERSITÉ YORK**

**YORK UNIVERSITY STAFF ASSOCIATION/  
ASSOCIATION DU PERSONNEL DE L'UNIVERSITÉ YORK**

**UNIT 1**

**2021 - 2024**



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**and**

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ASSOCIATION DU PERSONNEL DE L'UNIVERSITÉ YORK**

**Effective Dates:**

**Ratification: July 8, 2022**

**Salaries: August 1, 2021**

**Agreement to: July 31, 2024**



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## **ARTICLE 1 – Purpose**

- 1.01** The general purpose of this Agreement is to establish an orderly good faith collective bargaining relationship between York University (“the Employer”) and its Employees represented by York University Staff Association/Association du Personnel de L’Université York (“YusApuY” or “Union”) and to set forth agreement covering rates of pay and other working conditions. The Parties agree to conduct their employment relations involved in the administration of this Agreement with mutual respect, in good faith and in a fair and reasonable manner.

## **ARTICLE 2 – Management Functions**

- 2.01** YusApuY acknowledges that the prime function of the Employer 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 Employer 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:
- (a)** Hire, classify, direct, promote, transfer, layoff or recall, discharge, reprimand, suspend, demote or otherwise discipline Employees for just cause.
  - (b)** Determine the requirements of a job and the standards of the work to be performed.
  - (c)** Expand, reduce, alter, combine, transfer or cease any job, department, operation or service.
  - (d)** Determine the size and composition of the work force.
  - (e)** Make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement.
  - (f)** 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 Employer 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 (a)** Pursuant to the certificate issued by the Ontario Labour Relations Board dated December 10, 1975, and with the inclusion of the former YusApuY Unit 3, (see Memorandum of Settlement dated February 4, 1998), the Employer recognizes YusApuY as the exclusive bargaining agent of all its Employees within a twenty

(20) kilometer radius of Metropolitan Toronto performing office, clerical, laboratory or technical work save and except those positions excluded from the above noted certificate.

(b) The Employer acknowledges that there are satellite York University locations beyond the twenty (20) kilometer radius of Toronto where YusApuY members are employed. The Employer agrees to advise YusApuY whenever a new satellite or permanent York University location beyond the twenty (20) kilometer radius of Toronto is established.

**3.02** It is recognized and agreed by YusApuY that supervisors, managerial staff and work/study students regularly and normally perform work that is also done by members of the bargaining unit. However, the Employer agrees that such persons shall not work in excess of current practice where the results of such action can be shown to be the significant factor leading to the reduction of hours of work or pay or the downgrading of the band/classification of any Employee.

**3.03** No Employee shall lose employment with the Employer as a direct result of the Employer contracting out work normally performed by members of the bargaining unit. In the event the Employer is required to transfer any Employee so affected to another position within the University **Article 12 - Job Posting** - shall not apply.

#### **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.

(b) The Parties agree that, except where statutory provisions of Ontario or Canada stipulate otherwise, Employees in same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

(c) Normal management and direction of its Employees by the Employer does not constitute harassment, including but not limited to the management of performance and discipline.

**4.02** No Employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.

**4.03** The Parties are committed to fostering a working environment, including accommodation that is free from discrimination and harassment in accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act.



- 4.04** YusApuY and the Employer recognize the right of Employees to work in an environment free from sexual harassment, and agree to take all possible and appropriate action to foster such an environment.
- 4.05** Sexual harassment shall be defined as:
- (a)** Unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
  - (b)** expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
  - (c)** expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
  - (d)** sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.
- 4.06** The Parties agree to foster a harassment-free workplace.
- 4.07** Harassment in the workplace includes:
- (a)** Threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.
  - (b)** Retaliation or threat of retaliation against an individual who makes a harassment complaint.
- 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 Ombudsperson 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 Ombudsperson or Centre for Human Rights, Equity and Inclusion or Centre for Sexual Violence Response, Support and Education.

#### **ARTICLE 5 – No Strikes or Lockouts**

- 5.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 5.02** In the event that any Employees of York University, other than those covered by this Agreement, engage in a lawful strike or are locked out, Employees covered by this Agreement shall not be required to perform work normally done by those Employees.

## **ARTICLE 6 – Union Membership**

- 6.01** Each Employee who is a member of YusApuY on the date this Agreement is ratified shall remain a member.
- 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 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, addresses (including building) and sex of new persons hired, changes of names, addresses and retirements from the previous month. This list will also include the individuals' employee ID number, band level, regular salary and total compensation paid for work in the bargaining unit. The list shall be provided in electronic form.
- 6.04** Every three (3) months YusApuY will be provided with a complete and accurate list of all YusApuY members' name, employee ID number, department ID number, departmental offices, departmental phone numbers, residence addresses, phone numbers and York email addresses (where available), pay status, as most recently provided to the Employer. This shall commence with a list as of October 1, 2018. The list shall be provided in electronic form.
- 6.05** Every three (3) months YusApuY will be provided with a complete and accurate list of all retired YusApuY members' current contact information, including residence addresses as most recently provided to the Employer, and email addresses (where available). This shall commence with a list as of October 1, 2018. The list shall be provided in electronic form.

## **ARTICLE 7 – Union Representation**

- 7.01** In order that no individual Employee or group of Employees shall undertake to represent YusApuY without proper YusApuY authorization, YusApuY shall provide the Employer, in writing, with the names, departments and locations of all its YusApuY representatives mentioned within this Agreement. The Employer shall recognize such representatives only from the date of receipt of such notice; however, such representatives shall not normally be eligible for time off from work to attend to YusApuY business earlier than three (3) working days following receipt by the Employer of such notice. The Employer shall recognize that Executive Board members identified to the Employer as Officers may perform the same duties as Union Stewards.

The above list of representatives shall be provided to the Employee Relations designate, in June and in December of each year, and shall also include a list by committee of the YusApuY representatives on each committee mentioned in this Agreement.

The Employer agrees that an Employee may have a YusApuY steward present at a meeting under this **Article 7** and the appointment of the steward or representative is a YusApuY right. YusApuY will make a representative available on short notice where

circumstances reasonably require the presence of a YusApuY representative on an urgent basis. It is understood and agreed that any issues arising out of this paragraph will be the subject of joint consultation.

- 7.02** YusApuY acknowledges that its representatives have their duties to perform as Employees of the Employer, and agrees that such persons shall not request nor be granted unreasonable amounts of time off from work to attend to YusApuY business as provided for in this Agreement. If more than one (1) representative works in the same department, the Employer may not be able to release more than one (1) of them at any one (1) time for meetings contemplated in this Article. If an Employee is elected/appointed to more than one (1) YusApuY position, and in the supervisor's opinion there may be operational difficulties in the amount of release time, which may be required to attend to such YusApuY business, the Parties shall meet in a Labour Management meeting to attempt to devise a mutually agreeable schedule of release time.
- 7.03** The Employer agrees to grant, without loss of normal salary, a two (2)-hour lunch period four (4) times during the period August 1, 2021 to July 31, 2024 for the purpose of (a) 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 nine (9) two (2)-hour lunch periods during the period August 1, 2021 to July 31, 2024 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.
- 7.04** YusApuY's designated representatives on University committees, and members of YusApuY committees specified in this Agreement, shall suffer no loss of normal salary while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer. 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 or alleged grievance and to confer with the Employee concerned. 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 or commencing prior to the Employee's normal working hours.
- 7.05** Any representative needing time off during normal working hours to attend to YusApuY business as allowed for in this Agreement, shall request permission from their supervisor, as far in advance as possible, and such permission shall not be unreasonably withheld. If permission is granted the Employee shall report back to the supervisor immediately upon return.
- 7.06** The Employer shall give time off during their normal working hours, without loss of pay, for up to seven (7) YusApuY Bargaining Committee members, while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the evening or night shift will be given time off with pay of three and one-half

(3½) hours, if the negotiation meeting lasts three and one-half (3½) hours or less, and seven (7) hours if the meeting lasts more than three and one-half (3½) hours.

- 7.07 (a)** The appropriate YusApuY representative shall be permitted to meet with a new Employee (member of the YusApuY bargaining unit) once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed one (1) hour, shall take place during working hours at a time to be approved by the supervisor of the new Employee.
- (b)** The Employer agrees that an Employee may have a Union Steward present at a meeting, initiated by management, the purpose of which, as clearly stated in the written or electronic meeting notification, is to discuss the Employee's assigned responsibilities and/or performance in the workplace. Unless otherwise informed in advance in writing, no more than two (2) management representatives shall normally be present during this meeting.
- (c)** The Employer agrees that an Employee may have a Union Steward present at a meeting, initiated by the Employee, the purpose of which, as clearly stated in the written or electronic meeting notification, is to discuss the Employee's assigned responsibilities and/or performance in the workplace. Unless otherwise informed in advance in writing, no more than two (2) management representatives shall normally be present during this meeting.
- (d)** The Employer agrees that two (2) or more Employees in a unit may have a Union Steward(s) present at a meeting, initiated by the Employees, the purpose of which, as clearly stated in the written or electronic meeting notification, is to discuss the Employees' assigned responsibilities and/or work-related concerns. Unless otherwise informed in advance in writing, no more than two (2) management representatives shall normally be present during this meeting.
- (e)** The YusApuY representative involved in the meetings referenced in this **Article 7.07**, unless they are on Union Duty Leave pursuant to **Article 25**, shall be granted release time to attend such meeting(s), subject to the requirements of **Articles 7.02, 7.04 and 7.05**.

**7.08** Recognizing the mutual benefits to be derived from collaboration and joint consultation, the Parties agree to appoint a standing Labour/Management Committee. Each Party will be responsible for its own representation and agenda items for discussion and that an agreed-upon agenda is set before the meeting. The Committee shall meet at least once each calendar month to proactively discuss workplace business, seek resolutions to potential grievances and litigation. The Committee shall function in an advisory capacity only, making recommendations to YusApuY and/or the Employer with respect to its discussions and conclusions. Additional Labour/Management meetings may be called by either Party. Such requests shall be made, either in written or electronic form and shall include the proposed discussion topic. The Parties shall, in good faith, make themselves reasonably available to meet upon the other Party's request. The Labour/Management Committee shall not have the power to add to, subtract from, or amend the terms of this Agreement, nor shall it handle filed grievances unless otherwise agreed to by the Parties.

- 7.09** The location of the Labour/Management meetings will alternate between the boardroom of the Employer and that of YusApuY.
- 7.10** The Employer will continue to provide YusApuY with office accommodation at the Keele Campus as in the past.

### **ARTICLE 8 – Complaints/Grievances**

- 8.01 (a)** For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any Employee bound by this Agreement or between the Employer and YusApuY. In addition, for the purposes of **Article 8**, the supervisor shall be defined as a non-YusApuY bargaining unit member (**Article 31.08 - Definitions**).
- (b)** Saturdays, Sundays, Holidays (**Article 27.01 - Paid Holiday**) and Grant Days (**Article 27.07**) will not be counted in determining the time within which any action is to be taken or completed under the Complaints/Grievances and Arbitration Process.
- (c)** Any of the time allowances set out in this Article may be extended, if mutually agreed to, in writing, by the Parties.

**Complaints/Grievances** shall be dealt with in the following manner:

#### **COMPLAINT PROCESS**

- 8.02 Complaint Step:** With the exception of a grievance that may be submitted directly at **Step 2** as provided for in this Agreement, no grievance shall be deemed to exist unless the matter has been discussed by the Employee, accompanied by a Union Steward, and the Employee's supervisor, who may be accompanied by another supervisor, at a time to be set by the supervisor. This discussion shall be requested by the Employee or a Union Steward no later than fifteen (15) working days after the Employee became aware, or reasonably ought to have been aware, of the circumstances giving rise to the complaint. By agreement of those present, additional **Article 8.02** meetings may be scheduled. The supervisor's reply shall be given to the Employee and the Union Steward no later than five (5) working days following the last discussion.

#### **GRIEVANCE PROCESS**

- 8.03 Grievance Step 1:** If the grievance is not settled as provided for in **Article 8.02** above, it shall be set forth in writing on a grievance form provided by YusApuY, signed by the Grievor and a Union Steward and given to the supervisor. The written grievance shall be submitted no later than ten (10) working days following receipt of the supervisor's reply provided for in **Article 8.02** above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. A **Step 1** meeting shall be scheduled and held within ten (10) working days of the filing of the **Step 1** grievance unless the Parties agree otherwise. The meeting shall include the Employee, a Union Steward, and the Employee's supervisor and another

supervisor. The supervisor shall give a written **Step 1** reply to YusApuY, with a copy to the Employee, no later than ten (10) working days following the **Step 1** meeting.

- 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 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** 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.
- 8.06** 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.
- 8.07** 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.
- 8.08** 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.
- 8.09** 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 their supervisor reasonable notice of any such scheduled meetings.

## **ARTICLE 9 – Mediation/Arbitration**

- 9.01** 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:

- a. Eli Gedalof
- b. Marilyn Silverman
- c. Johanne Cave
- d. Kevin Burkett
- e. William Kaplan
- f. Chris Albertyn
- g. Michelle Flaherty
- h. Jasbir Parmar
- i. John Stout
- j. Mark Wright

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 be referred to arbitration before the mediator, with the mutual agreement of the Parties. 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 scheduled from the following rotation which may be amended annually by agreement of the Parties:

- a. Kevin Burkett
- b. William Kaplan
- c. Michelle Flaherty
- d. Marilyn Silverman
- e. Stephen Raymond
- f. Eli Gedalof
- g. Chris Albertyn
- h. John Stout

One (1) Arbitrator shall be scheduled 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 (14) 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 scheduled list by mutual agreement of the Parties. If the Parties are unable to agree at the Parties' next quarterly scheduling meeting, the case shall be assigned in rotation to the next arbitrator on the schedule. 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 s. 49 of the Labour Relations Act, 1995 as provided by the Act.

**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.

**9.13** Notwithstanding 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 9.08**. 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 9.08** and **9.09**.

- 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**

**10.01** 'Seniority' shall mean an Employee's length of service, calculated in regular hours worked and divided by one thousand eight hundred twenty (1820) from the Appointment Date (**Article 31.03 – Definitions**). Seniority shall be affected as described below in **Article 10.02** and **10.03**, and **Article 20.03 – Leave of Absence without Pay**.

**10.02** Seniority accrual will be affected in the following circumstances:

- (a)** The seniority of Employees who were in YusApuY Unit 1 positions prior to the ratification of this Agreement, where hours of work were other than full-time, (one thousand eight hundred and twenty (1820) hours per year), shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked, except as provided for elsewhere in this Agreement. It is agreed, however, that such Employees shall accrue seniority for unpaid hours to a maximum of four hundred fifty-five (455) hours per year. If, for reasons other than layoff, an Employee, affected by this Article, accepts another position in the bargaining unit, seniority from the date that the Employee starts the new position will henceforth be calculated as outlined in **Article 10.01** above, and the provisions of this Article will no longer apply.
- (b)** The seniority of Employees, who were in YusApuY Unit 3 prior to the ratification of this Agreement, shall be calculated in accordance with the provisions of **Article 10.01**. Seniority will be calculated from December 2, 1996 or date of appointment to a position in the bargaining unit.
- (c)** An Employee who takes a leave of absence without pay to fill a full-time position in YusApuY, pursuant to **Article 25.02**, shall continue to accrue their applicable seniority during such leave.

- (d) Temporary Employees may use their accrued seniority to apply for a position as provided for in **Article 12 – Job Posting**, for a maximum of four (4) calendar months after completion of the temporary assignment.
- (e) Employees, while on sick leave or Long Term Disability (LTD), shall continue to accrue their applicable seniority for the entire leave.
- (f) Employees on a combined leave (pregnancy and parental) shall accrue their applicable seniority for the duration of such leaves.

See **Articles 19.09 and 19.10 – Sick Leave** for further provisions regarding sick leave.

See **Article 24.14 – Pregnancy, Parental, and Adoption Leave** for further provisions regarding combined leaves of absence.

- (g) An Employee who accepts a position outside of the bargaining unit shall lose their seniority if they do not return to the bargaining unit within one (1) year from the date of such move.
- (h) An Employee who resigns from York University shall not be entitled to the provisions of **Article 10.02(g)**.

**11.03** 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, employee ID number, pay status, contract or continuing status, full-time or part-time status, campus address, department/faculty, York email addresses (where available) and position title of each bargaining unit member. The seniority list shall be provided in electronic form.

### **ARTICLE 11 – Discipline and Discharge**

- 11.01** All Employees shall be accompanied by a Union Steward on the occasion of a meeting with no more than two (2) representatives of management, unless otherwise agreed to by the Parties, where discharge, reprimand, suspension, demotion or other disciplinary action is to be discussed.
- 11.02** An Employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than four (4) working days following the meeting. This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to YusApuY and placed in the Employee file in the Department of Human Resources and Employee Relations.
- 11.03 (a)** If twelve (12) months elapse without further similar or related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.

- (b) If eighteen (18) months elapse without further similar or related incidents, this letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.

**11.04** A grievance concerning a discharge, reprimand, demotion, discipline or suspension without pay may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than five (5) working days following receipt of the letter provided for under **Article 11.02** above.

## **ARTICLE 12 – Job Posting**

**12.01 (a)** If the Employer elects to fill a bargaining unit position (see **Article 32 – Employment Category**), the Employer shall endeavour to fill such positions as soon as practicable. YusApuY shall be notified of all approved job posting requisitions no later than ten (10) working days after such requests are received by the Department of Human Resources. Such positions shall be posted as soon as possible. However, in the event it appears there will be a posting delay of sixteen (16) or more working days from Human Resources' receipt of a job posting requisition, the Employer shall notify YusApuY, in writing, of the reason(s) for the delay.

- (b) The Employer will make every effort to ensure that the hiring process is fair and reasonable.

- (c) Employees will be given a reasonable amount of release time to attend York University job posting interviews and/or testing without loss of salary or benefits.

**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:

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 electronic posting shall include the qualifications; these posted qualifications shall clearly reflect the requirements of the position.

- (b) It is recognized that any Employee may apply for any job so posted, providing the Employer shall not be required to consider an Employee who has not successfully completed their probationary period, or any applicant who has accepted two (2) or more positions, other than temporary positions, under **Article 12**, in the previous six (6) months, or any Employee who would then hold two (2) positions simultaneously.

- (c) 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.

- (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 (via the York University Employee Career Portal); and
  - (ii) a résumé; and
  - (iii) a cover letter.
- (e) Applicants will only be considered when they have submitted a complete application package for each posted position.
- (f) To be considered as an internal applicant an Employee must submit the application through the York University Employee Career Portal by the posted deadline date, which is five (5) working days following the first day of posting.
- (g) Employees 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.
- (i) The Employer agrees that the job posting (**Article 12.02(a)**), Job Summary (**Article 12.02(c)**) and the complete application package (**Article 12.02(d)**), submitted in a timely fashion, shall be the only information considered in determining the applicants qualified for the position and the qualified candidates to be interviewed.
- (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.
- (k) Seniority shall determine the selection only where two or more applicants are relatively equal with respect to skill and demonstrated ability.
- (l) If no qualified applicant has been appointed and where a training period of ten (10) working days or less would allow the unsuccessful applicant with the most seniority to meet the posted qualifications, such training shall be provided at the Employer's expense and shall constitute part of the trial period provided for under **Article 12.05(a)**.
- (m) If the position cannot be filled under the terms of (j), (k) or (l) above, the Employer may repost the position or extend the search with consideration first given to applicants from YusApuY Unit 2.

- (n) Unsuccessful applicants shall be notified, by electronic mail (if indicated on the Employee's application form) or in writing, no later than ten (10) working days following the decision being made. Such notification shall include the name of the applicant selected or that the Employer intends to repost the position, or intends to extend the search. At the request of an applicant who has been interviewed, the designated advisor or the hiring manager shall provide, in writing, the major reason(s) for the applicant not being offered the position. An applicant who has not been interviewed may contact the designated advisor to request the major reason(s) for not being granted an interview.
- (o) A Job Posting Summary shall be sent to YusApuY, by electronic mail, 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.
- (p) If the search is extended, the Employer will not hire a person who does not meet the posted qualifications. In the event an external applicant is hired, YusApuY shall be notified, by electronic mail or in writing, no later than five (5) working days following the decision being made. Upon written request, submitted no later than ten (10) working days following receipt of the notification of the appointment, YusApuY shall be provided with information concerning the qualifications of the external applicant selected.
- (q) If an unsuccessful applicant wishes to grieve the decision, a grievance may be submitted by YusApuY directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than ten (10) working days following the receipt of the notice by the Employee as provided for in **Article 12.02(n)**.
- (r) Interviews shall be conducted in a fair and reasonable manner.
- (s) If a test is administered as part of the selection process, the test shall be relevant to the job.
- (t) Reference checks shall be conducted in a fair and reasonable manner.
- (u) In the event that a grievance is filed on behalf of an unsuccessful applicant or group of applicants, the Employer will provide upon written request of YusApuY, the following information in relation to the grievor(s) and the successful applicant in the job competition that is the subject of the grievance:
  - (i) Application packages (application for employment and résumés);
  - (ii) Interview notes;
  - (iii) Test results.

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

**12.03** If the Employer discontinues its attempts to fill a posted position, YusApuY will be notified, by electronic mail, no later than ten (10) working days following the decision being made and be given the reason(s) in detail.

**12.04** The Employer shall endeavour to complete the selection process without unreasonable delay. In the event that such decision has not been made within thirty (30) working days following the date of the closing of the posting, YusApuY shall be advised of the status of the selection process and the reason for the delay. Applicants may contact the designated Advisor or the hiring manager to determine the status of the selection process.

**12.05 (a)** When accepting a new job, the Employee shall have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the Parties. The Employee shall receive appropriate job instruction during the trial period. If the Employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to the Employer, the Employee shall be returned to the former position, if possible, or to one of equal band. However, where practicable, the matter will have been discussed prior to the Employee deciding to return. If the Employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with the supervisor and the Employee accompanied by a Union Steward prior to the decision being reached. In either case, the salary shall revert to that held immediately prior to the move. YusApuY shall be notified of any Employee returning under this clause and the vacated job shall be reposted unless the conditions of **Article 12.07** prevail.

In the event that an external applicant has been appointed to, and starts in, a position to which a former incumbent elects to return, or is returned, under the above-noted provisions, the Employee so affected shall be entitled to the provisions of **Article 10.02(d) – Seniority**.

**(b)** Any Employee accepting a position at the same band or higher shall not suffer any loss of salary as a result of such move.

**(c)** Successful applicants for Temporary Positions shall be given permission to transfer to the Temporary Position upon making satisfactory arrangements with their current manager and a leave of absence under **Article 20** will not be required. Approval of the said manager is also required before entering into any agreement with YusApuY and the Employer to extend the Temporary Position beyond a twelve (12) month term. Such approval shall not be unreasonably denied. The successful applicant retains the right to return to their home position when the Temporary Position ends.

**(d)** If a Limited Term position under **Article 32 – Employment Category** is posted as a result of a parental leave for a period in excess of twelve (12) months but not greater than twenty-one (21) months, the successful applicant may retain their rights back to their home positions for a maximum of twenty-one (21) months.

**12.06** An Employee who has accepted a position shall not be required to withdraw from other job posting competitions. However, such Employees shall endeavour to inform the Department of Human Resources, or the hiring manager, of their intention with respect to such other applications without unreasonable delay.

- 12.07 (a)** If the posted position becomes vacant within three (3) months of the Employee's start date in the position then the Employer shall reconsider the original qualified internal applicants.
- (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, 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.

- 12.08 (a)** Temporary vacancies, created by the absence of a previous incumbent, may be filled as a Temporary Assignment by the appointment first being offered to bargaining unit members within the Department on the basis of relevant skills, experience and seniority pursuant to the provisions of **Article 13 – Temporary Assignments**. Such positions shall not then be posted.

In the event a department decides to fill the position and does not fill it as a Temporary Assignment, the provisions of the **Article 12 (12.01 through 12.07)** shall apply. Such temporary postings shall be for a maximum of twelve (12) months, except in the case of a temporary posting to replace an incumbent on sick leave, which may be for a maximum of twenty-four (24) months.

- (b)** Temporary Positions as defined by **Article 32.06 – Employment Category** shall be posted by the provisions of **Article 12 (12.01 through 12.07)**. To be considered an internal applicant for such positions, a bargaining unit member must submit a completed application package by the posted deadline date, which is five (5) working days following the first day of the posting.
- (c)** An Employee who is awarded a Temporary Position under **Article 12.08(b)** shall have the right to return to their home position immediately following the end of such Temporary Position. Employees may apply for a subsequent Temporary Position posting after twelve (12) months have elapsed following the completion of a previous Temporary Position and return to their home position.
- (d)** An extension of a Temporary Position may be agreed in writing by the Employee, the Employer and YusApuY.

Any temporary positions of no less than fourteen (14) hours and no more than twenty-four (24) hours per week shall be posted under the provisions of the YusApuY Unit 2 Collective Agreement.

- 12.09** Employees who receive notice of job closure, or who are bumped out of their position, may have priority over other applicants for vacant position(s).

See <b>Article 15 – Layoff and Recall</b> , for an explanation of this process.
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## ARTICLE 13 – Temporary Assignments

- 13.01** The Parties recognize the benefits of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through Temporary Assignments. A Temporary Assignment is the assignment of additional or alternative duties to an Employee pursuant to this Article.
- 13.02** No bargaining unit member shall be required to accept a position outside the YusApuY bargaining unit without that bargaining unit member's consent.

Note: Bargaining unit members accepting a position out of the bargaining unit should consult **Article 10.02 (g) and (h) – Seniority.**

- 13.03 (a)** If an Employee is temporarily assigned additional or alternative duties, by the Employer, a Temporary Assignment Form (TAF) 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 TAF 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.
- If the effect of such changes in assigned duties would be to raise the band above the current band of the affected Employee, the appropriate Job Rate shall become effective on the date these changes take effect. No Employee shall suffer a loss of pay as a result of such change.
- (b)** Temporary Assignments shall normally be first offered to bargaining unit members within the department on the basis of relevant skills, experience and seniority.
- (c)** It is understood that such Assignments shall not be used to delay unnecessarily the posting of positions or in lieu of creating bargaining unit positions.
- (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 eighteen (18) consecutive months. An assignment that relates to a pregnancy, parental or adoption leave which is extended beyond eighteen (18) months as per **Article 24.13(b)**, may be extended to a maximum of twenty-one (21) consecutive months.
- (e)** A summary of all Temporary Assignments including the reason for the TAF shall be forwarded to the YusApuY office on a monthly basis. The summary shall be forwarded in electronic form.
- 13.04** An Employee accepting the appointment of a Temporary Assignment shall not suffer a reduction in eligibility for benefits as a result of such move.



## **ARTICLE 14 – Job Evaluation**

**14.01** Job Evaluation for bargaining unit jobs shall be jointly developed, maintained and administered by the Employer and YusApuY.

**14.02** The Employer shall maintain Job Evaluation Questionnaires and related job information for all jobs in the bargaining unit in the Compensation Office of the Department of Human Resources.

### **14.03 JOINT JOB EVALUATION AND APPEALS COMMITTEES**

- (a)** A Joint Job Evaluation Committee shall consist of two (2) YusApuY representatives and two (2) Employer representatives. A Joint Appeals Committee shall consist of one (1) YusApuY representative and one (1) Employer representative.
- (b)** On August 1 each year, each Party shall provide the other with written notification designating their respective representatives and shall update the list throughout the year as may be required. Each Party shall be responsible for ensuring its representatives are in attendance when scheduled for evaluation and appeals committee meetings.
- (c)** Members of the Joint Job Evaluation and Appeals Committees shall be expected to declare any conflicts of interest.
- (d)** All information considered by Joint Job Evaluation and Appeals Committees is confidential.
- (e)** Joint Job Evaluation and Appeals Committee members are guaranteed release time of up to one (1) day per week to meet to evaluate job evaluation questionnaires. Those members may also take up to seven (7) hours per week on University premises to review the job evaluation questionnaires scheduled for job evaluation.
- (f)** YusApuY members shall not lose their current position as a direct result of participation on a Joint Job Evaluation or Appeals Committee.
- (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 one-half (3½) hours in one day.

#### **14.04 EVALUATION OF NEW OR VACANT REVISED POSITIONS**

When the Employer creates a new position or revises an existing vacant position the following processes shall be followed:

- (a) A designated manager shall complete a Job Summary, a Job Evaluation Questionnaire and provide an up-to-date organizational chart, which shall be forwarded to a Joint Job Evaluation Committee. Evaluations for new or vacant revised positions shall be placed at the top of the job evaluation queue.
- (b) Information provided to the Joint Job Evaluation Committee shall include: a Job Summary, a Job Evaluation Questionnaire and an up-to-date organizational chart. The Joint Job Evaluation Committee shall have access to: the previous Job Evaluation Questionnaire, previous evaluation results, the previous Job Summary and the previous organizational chart on file.
- (c) If there are differences in factor levels between the Joint Job Evaluation Committee and the designated manager, the Joint Job Evaluation Committee shall interview the designated manager for clarification purposes prior to finalizing the evaluation.
- (d) Once the Joint Job Evaluation Committee has finalized the evaluation, and the unit has provided authorization, the position shall be posted under the provisions of **Article 12. Article 12.03** shall apply if the posting is cancelled.
- (e) Joint Job Evaluation Committee decisions regarding the evaluation of a new/revised position shall be made by consensus. The Joint Job Evaluation Committee decision regarding new/revised positions cannot be appealed.
- (f) Once the position is filled and if significant change to the position has occurred, the incumbent(s), the designated manager or YusApuY may request a Statement of Significant Change Form as per **Article 14.05**.
- (g) Once the position has been filled and upon request to the Compensation Office, the new incumbent shall be issued a copy of the completed Job Evaluation Questionnaire, final evaluation report and organizational chart.
- (h) Before posting a vacant position that was provisionally rated without a completed Job Evaluation Questionnaire, it will be evaluated by the Joint Job Evaluation Committee pursuant to this **Article 14.04**, for future purposes.

#### **14.05 RE-EVALUATION OF EXISTING POSITIONS**

- (a) The incumbent(s) or the designated manager or YusApuY may request a re-evaluation of an existing position based upon significant change by requesting a Statement of Significant Change Form from the Compensation Office.

(Significant Change is defined as occurring when the Employer adds, removes or otherwise alters the responsibilities of a position on an ongoing basis and there is a demonstrated change in the skill, or effort, or responsibility or working conditions required to perform the new or altered duties.)

(Examples of the types of change are included in the Statement of Significant Change Guidelines. Statement of Significant Change Forms and Guidelines are available from the Compensation Office.)

### **Procedure for Requesting a Statement of Significant Change Form**

- (b)** To initiate the process for determining if significant change has occurred in a position, the incumbent(s), the designated manager or YusApuY may request a Statement of Significant Change Form through the Compensation Office. The Compensation Office shall issue the Form within five (5) working days.

### **Procedure for Completing and Submitting a Statement of Significant Change Form**

- (c)** There are two (2) ways in which a Statement of Significant Change Form may be completed and submitted:

- (i)** If both the designated manager and the incumbent(s) agree that significant change has occurred, they may jointly complete a Statement of Significant Change Form, which both shall sign and date. This completed Form shall be returned to the Compensation Office within two (2) months of the issue date. It is the responsibility of the designated manager and the incumbent(s) to ensure that each has equal opportunity to participate in the completion of the Form over the two (2) month period.

Upon receipt of a jointly completed Statement of Significant Change Form in the Compensation Office a Job Evaluation Questionnaire shall be forwarded to the incumbent(s) within five (5) working days for completion.

- (ii)** If either the incumbent(s) or the designated manager completes the Statement of Significant Change Form it shall be forwarded to the Compensation Office within one (1) month of the issue date. Upon receipt of the Statement of Significant Change Form the Compensation Office shall provide the original completed Form to the other Party (either the incumbent(s) or the designated manager) within five (5) working days.

- (1)** If the recipient (the designated manager or incumbent(s)) agrees with the content, then the recipient shall sign and return the original Statement of Significant Change Form to the Compensation Office within fifteen (15) working days of the issue date. The Compensation Office shall forward a Job Evaluation Questionnaire to the incumbent(s) within five (5) working days for completion.

- (2)** If the recipient (the designated manager or incumbent(s)) does not agree with the content of the initiator's Statement of Significant Change Form, the recipient shall complete the relevant section(s) and return the original form to the Compensation Office within fifteen (15) working days of the issue date. A copy of the original completed Statement of Significant Change Form shall be sent to the initiator.

The completed Statement of Significant Change Form shall be reviewed by a Joint Job Evaluation Committee to determine whether significant change has occurred.

### **Process for Evaluating a Statement of Significant Change Form**

- (d)** Information provided to the Joint Job Evaluation Committee shall include the completed Statement of Significant Change Form and the most recent: Job Evaluation Questionnaire, evaluation results, organizational chart on file and the Job Summary completed at the time of the last evaluation, if available. Such documentation, including the most recent Job Evaluation Questionnaire, will be provided to Committee members a minimum of seven (7) days prior to the date the Form will be considered by the Committee.
  - (i)** If the Joint Job Evaluation Committee determines that no significant change has occurred to the position, the incumbent(s), YusApuY and the designated manager shall be notified within ten (10) working days.
  - (ii)** The Joint Job Evaluation Committee's decision cannot be appealed.
  - (iii)** The new maximum retroactive date shall become the day after the Compensation Office received the Statement of Significant Change Form.
  - (iv)** If the Joint Job Evaluation Committee determines that significant change has occurred, then a Job Evaluation Questionnaire shall be forwarded to the incumbent(s) within five (5) working days.
  - (v)** The incumbent and the designated manager shall determine the effective date that the position changed, with a maximum retroactive date of no more than eighteen (18) months from the date that the Statement of Significant Change Form was requested from the Compensation Office. If there is a disagreement as to when the position changed, it shall be referred to a Labour/Management meeting for resolution. If the Parties cannot reach an agreement, the Parties agree to refer any outstanding issues to a third party for final and binding resolution.

### **Procedure for Completing a Job Evaluation Questionnaire**

- (e)** The incumbent(s) shall be granted up to seven (7) hours release time on workplace premises for the purpose of completing the Job Evaluation Questionnaire.
- (f)** There are two (2) ways in which a Job Evaluation Questionnaire may be completed and submitted:
  - (i)** The incumbent(s) and the designated manager may jointly complete a Job Evaluation Questionnaire, which both shall sign, date and submit to the Compensation Office within two (2) months of the issue date. Upon receipt of the completed Job Evaluation Questionnaire by the Compensation Office, it shall be considered ready for evaluation by a Joint Job Evaluation Committee. It is the responsibility of the designated manager and the

incumbent(s) to ensure that each has equal opportunity to participate in the completion of the Form over the two (2) month period.

- (ii)** If the Job Evaluation Questionnaire is not jointly completed, then the following procedures shall apply:

The incumbent(s) shall complete all relevant sections of the Job Evaluation Questionnaire, which shall be submitted to the Compensation Office within two (2) months of the issue date;

The Compensation Office shall send a copy of the incumbent's(s') Job Evaluation Questionnaire to the designated manager no later than five (5) working days following receipt of the completed Job Evaluation Questionnaire;

The designated manager shall complete the "Manager's Comments" section of the Job Evaluation Questionnaire and return it to the Compensation Office within twenty-five (25) working days of the issue date. If the designated manager does not return their comments within the specified time period, it shall be deemed that the designated manager had no comments and the designated manager and the incumbent(s) shall be so notified;

The Compensation Office shall send a copy of the "Manager's Comments" section, if any, to the incumbent(s) within five (5) working days of receipt;

The incumbent(s) shall complete the "Incumbent's Comments" section of the Job Evaluation Questionnaire and return it to the Compensation Office within twenty (20) working days of the issue date. If the incumbent(s) does not return their comments within the specified time period, it shall be deemed that the incumbent(s) had no comments and the incumbent(s) and the designated manager shall be so notified. The designated manager shall be provided with a copy of the "Incumbent's Comments" section, if any, within five (5) working days of receipt;

Upon completion of the above steps, as appropriate, the Job Evaluation Questionnaire shall be considered complete and ready for evaluation by a Joint Job Evaluation Committee.

- (g)** For multi-incumbent positions, a Job Evaluation Questionnaire shall be provided to the incumbents with instructions to designate one (1) or two (2) contact persons. Only one (1) official copy of the Job Evaluation Questionnaire is to be submitted to the Compensation Office.
- (h)** If the Job Evaluation Questionnaire is not completed and returned to the Compensation Office within the designated two (2) month time period, then the previous evaluation shall be confirmed as the evaluation for the position.

The Compensation Office shall notify all Parties in writing to confirm the current evaluation of the position and the effective date, which shall be the day after the Job Evaluation Questionnaire was due. The effective date shall be used to establish the maximum retroactive date for any future re-evaluations.

#### **14.06 EVALUATION OF JOB EVALUATION QUESTIONNAIRES**

- (a)** Unless otherwise agreed to by the Parties, completed Job Evaluation Questionnaires for existing positions shall be scheduled by the Compensation Office for evaluation in the order of receipt, subject to the scheduling of new/revised positions which shall be placed at the top of the job evaluation queue as per **Article 14.04(a)**.
- (b)** Information provided to the Joint Job Evaluation Committees for re-evaluation of existing positions shall include the completed Statement of Significant Change Form, completed Job Evaluation Questionnaire, organizational chart, designated manager and incumbent comments (if applicable), and when on file previous Job Evaluation Questionnaire and evaluation results, organizational chart and Job Summary, where applicable.
- (c)** In the event that, while evaluating the position the Joint Job Evaluation Committee determines that clarification of the submitted job information is required, the Committee shall interview the incumbent and the designated manager. When the entire Committee is not available to conduct the interview, then at least one (1) Committee member for each Party together shall interview the incumbent and the designated manager.
- (d)** Joint Job Evaluation Committees must reach consensus on the evaluation of an existing position.
- (e)** If after exercising all available options, a Joint Job Evaluation Committee does not reach consensus on the evaluation of an existing position, the designated manager and the incumbent(s) shall be so informed.

The Joint Job Evaluation Committee shall prepare a written summary outlining the areas of disagreement and the rationale for the differing viewpoints by the end of the meeting and submit the summary to the Compensation Office, which shall forward a copy to YusApuY within five (5) working days.

The Job Evaluation Questionnaire and related job information shall be evaluated by another Joint Job Evaluation Committee, which shall not include members of the original Joint Job Evaluation Committee. The written summary from the original Joint Job Evaluation Committee will not be included with the documentation provided to the second Joint Job Evaluation Committee.

- (f)** In the event the second Joint Job Evaluation Committee does not reach consensus, the Committee shall prepare a written summary outlining the areas of disagreement and the rationale for the differing viewpoints by the end of the meeting and submit the summary to the Compensation Office, which shall forward a copy to YusApuY within five (5) working days.
- (g)** All job information including the written summaries from the two (2) Joint Job Evaluation Committees shall be referred to a Labour/Management committee for binding resolution.

#### **14.07 NOTIFICATION OF RESULTS**

- (a)** The Compensation Office shall prepare an Evaluation Report and simultaneously notify the incumbent(s), YusApuY and the designated manager in writing of the results of the evaluation meeting no later than ten (10) working days after the Joint Job Evaluation Committee has reached its decision. The Evaluation Report shall include individual evaluation factor levels assigned, total points, band level, effective date, the department/faculty and the job title.
- (b)** Following completion of the evaluation process, the Employer shall prepare a Job Summary within six (6) months identifying the major duties, responsibilities and requirements of the position with a copy forwarded to the incumbent(s) and YusApuY.

#### **14.08 APPEALS PROCESS**

- (a)** The incumbent(s), the designated manager, YusApuY or the Employer, can appeal Joint Job Evaluation Committee decisions for existing positions.
- (b)** Appeals may be filed based on the following criteria:
  - (i)** The evaluation results are not consistent with the benchmarks, or
  - (ii)** Extenuating circumstances, or
  - (iii)** A violation of **Article 14** of the Collective Agreement.
- (c)** If an incumbent and/or designated manager decides to appeal a Joint Job Evaluation Committee's decision, their intent to appeal must be submitted by email or written notification to the Compensation Office within ten (10) working days of receipt of the Evaluation Report.
- (d)** If YusApuY or the Employer appeals a Joint Job Evaluation Committee's decision, it must be submitted by email or written notification to the Employer or YusApuY within ten (10) working days of receipt of the Evaluation Report.
- (e)** Incumbent(s), the designated manager, YusApuY and the Employer shall be notified within five (5) working days of any submitted appeal of a Joint Job Evaluation Committee's decision.
- (f)** YusApuY and the Compensation Office shall each prepare a written rationale within six (6) months of the appeal being initiated. The rationale shall be based only on the Job Evaluation Questionnaire and related information submitted to the Joint Job Evaluation Committee and shall identify criteria for appeal, the evaluation factor level(s) the Party(s) is appealing/responding to, and the recommended evaluation factor level(s) with supporting justification.
- (g)** A Joint Appeals Committee shall consider an appeal of an evaluation decision made by a Joint Job Evaluation Committee based on the following process:

- (i) The Joint Appeals Committee shall have access to: all information provided to the Joint Job Evaluation Committee(s); all documentation prepared by the Joint Job Evaluation Committee and written appeal rationale documentation.
- (ii) Based on all information provided, the Joint Appeals Committee shall determine if there are sufficient grounds to assign a different level to the appealed factor(s), or confirm the factor level(s) assigned by the Joint Job Evaluation Committee. If the Joint Appeals Committee determines that clarification of submitted information is required, the Committee shall interview the incumbent and the designated manager.
- (iii) The Joint Appeals Committee shall have the right to override any evaluated factor established by the Joint Job Evaluation Committee.
- (iv) The Joint Appeals Committee shall make a decision within three (3) months of the submission of the written rationales per **Article 14.08(f)**.
- (v) Joint Appeals Committee decisions shall be made by consensus and shall be final and binding on both Parties. When consensus is not reached, then the appeal and all submitted documentation shall be directed to a Labour/Management committee for binding resolution.

#### **14.09 COMPENSATION ADJUSTMENT**

- (a) If the re-evaluation of an existing position results in an increase in band level and the Joint Job Evaluation Committee decision is not appealed, the appropriate increase in salary level shall be at the Job Rate and shall be retroactive to the date established for significant change on the Statement of Significant Change Form.
- (b) If an evaluation decision is appealed, then any change in band level and retroactive pay shall not be finalized until the Joint Appeals Committee or a Labour/Management committee has reached a binding decision.
- (c) Any resulting increase in band level and any retroactive payment(s) shall be paid to the incumbent(s) within three (3) monthly pay periods of the re-evaluation decision subject to **Articles 14.09(a)** and **14.09(b)**.
- (d) If the re-evaluation or appeal of an existing position results in a decrease in band level, the incumbent(s) shall not suffer a loss of salary as a direct result.

### **ARTICLE 15 – Layoff and Recall**

#### **15.01 (a) CHANGE IN EMPLOYMENT CATEGORY**

If the employment category (as per **Article 32 – Employment Category**) of a position changes, the Employer will so notify the affected Employee, in writing, with a copy to YusApuY two (2) months prior to the change together with the reason. YusApuY and the Employer will meet with the affected Employee within ten (10) working days of the Employee's receipt of such notice to discuss with the Employee the following available options:



- (i) The Employee may accept the altered position; or
- (ii) The Employee may decline the altered position, in which case the terms of this Article will apply, except that such Employee may not elect to be placed in or to bump into a position with the same hours as the altered position.
- (iii) The Employee will inform the Employer within five (5) working days which of the options has been selected.

**(b) CHANGE IN LOCATION**

If the location of a position changes by more than twenty (20) kilometers, the Employer will so notify the affected Employee, in writing, with a copy to YusApuY two (2) months prior to the change, together with the reason. YusApuY and the Employer will meet with the affected Employee within ten (10) working days of the Employee's receipt of such notice to discuss with the Employee the following available options:

- (i) The Employee may accept the altered location; or
- (ii) The Employee may decline the altered location, in which case the terms of this Article will apply, except that such Employee may not elect to be placed in or to bump into a position at the changed location.
- (iii) The Employee will inform the Employer within five (5) working days which of the options has been selected.

**15.02 LAYOFF**

- (a) The Employer will, whenever practicable, keep layoffs to a minimum. In the event a layoff occurs, the Employer will notify YusApuY, in advance, together with the reason for the decision. The Employer will observe the seniority of Employees in connection with layoff and recall and will follow the guidelines for layoff and recall set out herein.
- (b) A grievance concerning a layoff may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than ten (10) working days following receipt of the advisory or formal written notice of job closure.
- (c) As a direct result of layoff or attrition no Employees will have their regular workload increased beyond a reasonable level.
- (d) The Employer will inform an Employee at the commencement of layoff of the available means of accessing job posting information. It will be the responsibility of the Employee to notify the Department of Human Resources should the Employee wish to be considered as an applicant for a position posted in accordance with **Article 12 – Job Posting**.
- (e) A return date will be identified on a Record of Employment issued to sessional Employees.

- (f) An Employee who receives notice of job closure and who currently has a Job Evaluation Questionnaire in the rating or appeals queue, will have their questionnaire moved to the top of the queue to establish a final rating for the Employee's current position. Notwithstanding any outstanding disputes, the current rating will be used for the Employee's selection in choosing one (1) of the options as outlined in **Articles 15.05** and **15.06**. The Employee may reselect if the rating is changed as per **Article 15.08(a)**.
- (g) In some instances, YusApuY and the Employer may meet with the Employee affected by layoff to consider advance priority placement prior to receipt of formal notice.

### **15.03 ADVISORY NOTICE PERIOD**

- (a) In the event of a layoff, as distinct from a bump brought about by a layoff, the Department of Human Resources will give Employees with six (6) or more years seniority, as defined in **Article 10.01**, at the date the Employee's position becomes redundant, written advisory notice as follows:
  - (i) An Employee with six (6), seven (7) or eight (8) years of seniority will receive six (6) months' notice;
  - (ii) An Employee with nine (9) or more years of seniority will receive twelve (12) months' notice.

For clarity, an Employee with less than six (6) years of seniority is not entitled to receive written advisory notice. Such Employees are entitled to receive formal written notice, as described in **Article 15.04** below.

- (b) Concurrently a copy of such notice will be sent to YusApuY.
- (c) YusApuY and the Employer will make every effort to hold a general information meeting with the affected Employee no later than five (5) working days following the Employee's receipt of written advisory notice.
- (d) An Employee who has received advisory notice will select from the options set out in **Article 15.05(a)**. The Employee will indicate their choice and return the options form within five (5) working days following this general meeting. Concurrently a copy of the options form shall be sent to YusApuY.
- (e) Employees affected by layoff will continue to work during the advisory notice period unless otherwise agreed to between the Parties. Employees will be granted reasonable time off during this period to seek other employment.
- (f) If an Employee's own or comparable work is not available during the advisory notice period, the Employee will suffer no loss of their normal salary and benefits for the duration of the notice period.

- (g) If an Employee accepts a position at a lower band through priority placement or bumps into a position at a lower band, such Employee will continue to receive their former normal salary and benefits until the advisory notice period ends.
- (h) An Employee identified in **Article 15.03(a)** above who requires a reasonable amount of retraining or skills updating in order to qualify for a possible vacancy during that Employee's written advisory notice period will be eligible for such training. The training required will be determined by the Department of Human Resources after discussion with the Employee and YusApuY and will occur during the Employee's advisory notice period and, when possible, will be held during normal working hours. An Employee will be given time off with pay to attend such a training session(s). Such employees will also be given priority to attend any training courses offered through Talent, Acquisition and Development (TAD), so long as a confirmation of attendance to another attendee need not be withdrawn.

#### **15.04 FORMAL WRITTEN NOTICE PERIOD**

- (a) Employees affected by the layoff provisions of **Article 15** will be given formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act.
- (b) Concurrently, a copy of such notice will be sent to YusApuY.
- (c) YusApuY and the Employer will meet with the affected Employee no later than three (3) working days following the Employee's receipt of formal written notice to discuss with the Employee the available options.

The Employee will have up to three (3) working days following this meeting to select an option.

- (d) An Employee who has received formal written notice of layoff due to a job closure is entitled to select from the options set out in **Article 15.05(b)**.
- (e) Employees affected by layoff will continue to work during the formal notice period unless otherwise agreed to between the Parties. Employees will be granted reasonable time off during this period to seek other employment.
- (f) An Employee who has received formal written notice that they will be displaced due to a bump is entitled to select from the options set out in **Article 15.06(a)**.
- (g) If an Employee accepts priority placement or bumps into positions at a lower band, during the formal notice period, such an Employee will continue to receive their former normal salary and benefits until the formal notice period ends.

#### **15.05 ENTITLEMENT - Layoff Due to Job Closure**

- (a) Upon receipt of advisory notice of a job closure, the affected Employee will choose one (1) of the following options:
  - (i) Enhanced Severance (**Article 15.07**)

- (ii) Priority Placement (**Article 15.08**)
  - (iii) Bumping (**Article 15.09**)
- (b) Upon receipt of formal written notice of a job closure, the affected Employee will choose one (1) of the following options:
- (i) Enhanced Severance (**Article 15.07**)
  - (ii) Priority Placement (**Article 15.08**)
  - (iii) Bumping (**Article 15.09**)

**15.06 ENTITLEMENT - Displacement Due to Bumping**

- (a) An Employee who has received formal written notice (**Article 15.04(f)**) that they are to be displaced due to a bump will choose one (1) of the following options:
- (i) Regular Severance (**Article 15.10**)
  - (ii) Priority Placement (**Article 15.08**)
  - (iii) Bumping (**Article 15.09**)
- (b) YusApuY and the Employer will meet with the affected Employee no later than three (3) working days following the Employee's receipt of formal written notice to discuss with the Employee the available options.

The Employee will have up to three (3) working days following this meeting to choose an option. Concurrently a copy of the options form shall be sent to YusApuY.

**15.07 ENHANCED SEVERANCE**

- (a) Enhanced severance will be paid at the rate of two (2) weeks' pay, at the Employee's regular rate of pay, for each completed year of service to fifteen (15) years, and at the rate of three (3) weeks' pay for each additional completed year of service over fifteen (15) to a total maximum of sixty (60) weeks.
- (b) A partial year of service will be prorated at the appropriate rate by completed months.
- (c) The employment relationship of an Employee who elects to accept enhanced severance will be terminated immediately.

**15.08 PRIORITY PLACEMENT**

- (a) The Employee will select a range of bands for placement. The Employee's skills will be assessed by the Talent, Acquisition and Development (TAD) unit within the

Department of Human Resources and will complete testing where required. Once this assessment process is completed the priority placement process will commence and the candidate will be interviewed by the potential hiring Unit.

For clarity, the range of bands includes the Employee's current band or their current band downwards.

- (b) The job posting procedures, as outlined in **Article 12 – Job Posting**, will be suspended for those positions at the applicable bands, and in the same employment category, as defined in **Article 32 – Employment Category** during the priority placement process.
- (c) The Employer will first attempt to priority place an Employee within the same band as the position from which they received notice of job closure. If the Employer is unable to place the Employee within the same band, the Employer will attempt placement in vacant positions within other selected bands starting with the highest band and moving downward through the range.
- (d) At the time of election of priority placement, the Employee will indicate whether the Employer should or should not seek opportunities for the Employee in priority placement at other York University locations, provided they are within the same Employment Category from which the Employee has received job closure notice.
- (e) If an Employee who is priority placed is concerned with the hours of the identified position (more than one (1) hour from the daily start time of the position from which the Employee has received job closure notice), the Parties will meet to resolve the issue. The Employer agrees that throughout these discussions the priority placement process will continue and will not adversely affect the Employee.
- (f) For the purpose of priority placement, an Employee will be considered qualified where a training period of forty-five (45) working days would allow the individual to meet the posted qualifications of the position. The Employee will have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the Parties. When an Employee requires training, the trial period will immediately follow the training period.

Once the Talent, Acquisition and Development (TAD) unit identifies a potential placement, the potential hiring Manager will be involved in all further assessments contemplated in this paragraph (f), including the initial assessment of whether the Employee would likely be qualified following the training period having regard for any transferable skills. Where an Employee is to commence such training, a training plan will be provided by the Manager. Where the Employee is considered by the potential hiring Manager to be unqualified for the training period or is unsuccessful in the training or trial period, reasons will be provided upon request.

- (g) If the Employee is placed, the Employee will be protected from bumping, according to the following schedule, which includes any training and trial period:

0-2 bands lower	6 months
3-4 bands lower	7 months
5-6 bands lower	8 months

7-8 bands lower	9 months
9-10 bands lower	10 months
11-12 bands lower	11 months

- (h) An Employee who has refused either an interview or a job offer will choose regular severance (**Article 15.10**) or layoff status (**Article 15.11**).
- (i) If there is no placement available within the range, the Parties may meet to discuss possibilities outside the range. If no placement is available outside the range, the Employee must choose regular severance (**Article 15.10**) or layoff status (**Article 15.11**), effective the end of the notice period.
- (j) If the Employee does not successfully complete the trial period, the Employee will choose regular severance (**Article 15.10**) or layoff status (**Article 15.11**). The Parties agree to meet in a Labour/Management forum to discuss any unsuccessful trial period.

#### 15.09 **BUMPING**

- (a) The Employee will select a range of bands for placement and bumping purposes. The Employee will be interviewed by the Department of Human Resources and will complete testing where required. Once the assessment process is completed, placement and bumping will commence.

The Employee must be fully qualified in order to be considered for any identified position.

For clarity, the range of bands includes the Employee's current band or their current band downwards.

- (b) An Employee who refuses a job offer will choose regular severance (**Article 15.10**) or layoff status (**Article 15.11**).
- (c) Bumping procedures will be as follows:
  - (i) A review of the positions for bumping will commence with the person with the least seniority in the same band as the position from which the Employee received notice of job closure. If the Employee does not meet the qualifications, bumping procedures will continue to the next person with the least seniority within the band and continue until a successful position is found or the seniority of the Employee bumping is reached.
  - (ii) If the Employer is unable to successfully find a position for which the Employee bumping is qualified, the Employer will attempt placement within other selected bands.

For clarity, the range of bands includes the Employee's current band or their current band downwards.

- (iii) If the Employer is unable to place the Employee within the selected range, the Employer will next review positions for bumping within the range

specified beginning with the next lower band. This review will commence with the person with the least seniority. If the Employee does not meet the qualifications, bumping procedures will continue to the next person with the least seniority within the band and continue until a successful position is found or the seniority of the Employee bumping is reached. This process will continue moving downward through the range.

- (iv) If the Employer has been unable to successfully find a position into which the Employee can bump, the Employer will then continue to try to place the Employee within the selected range until the end of the notice period.
- (v) If the Employer has been unable to successfully find a position into which the Employee can bump by the end of the notice period, the Employee will then choose regular severance (**Article 15.10**) or layoff status (**Article 15.11**).
- (f) Any Employee who is displaced due to a bump will receive formal written notice of at least four (4) weeks or such longer notice as is specified in the Employment Standards Act. **Article 15.06** will apply.

#### **15.10 REGULAR SEVERANCE PAY**

- (a) Regular severance will be paid at the rate of one (1) week's pay, at the Employee's regular rate of pay, for each completed year of service to fifteen (15) years, and at the rate of two weeks' pay for each additional completed year of service over fifteen (15) to a total maximum of twenty-six (26) weeks.
- (b) A partial year of service will be prorated at the appropriate rate by completed months.
- (c) Regular severance pay will be in addition to any monies paid under **Article 15.03 – Advisory Notice** and/or **Article 15.04 – Formal Written Notice**.
- (d) The employment relationship of an Employee who elects to accept severance pay will be terminated effective the date of receipt of such monies.

#### **15.11 LAYOFF STATUS**

- (a) For a period of twelve (12) months following the commencement of layoff, an Employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans. For the first three (3) months of layoff the Employee may continue to pay the Employee's regular portions of the applicable premiums to the Employer, in advance, monthly. For the balance of the layoff, not to exceed nine (9) months, the Employee may continue to participate in the Extended Health Care, Vision Care, Hearing Care, Group Life and Dental Care plans by paying the total cost of the applicable premiums to the Employer, in advance, monthly, subject to the provisions of the plans.
- (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 Tuition Fee Waiver Benefit Program in effect at the time of that Employee's layoff.

- (c) Seniority will continue to accrue during the layoff period. Employees affected by layoff will not lose their employment relationship if they elect to take temporary positions within the University during the layoff period. If an Employee elects to take such a position, the Employee will be entitled to the provisions of **Article 32.06(e) – Employment Category** for any portion of the four (4) calendar months, which exceeds the Employee's layoff period.
- (d) The employment relationship of any Employee, who has been laid off for a period of twelve (12) or more consecutive months, will deemed to be terminated. Such an Employee shall receive severance pay in accordance with the Employment Standards Act.

#### **15.12 RECALL**

- (a) For a twelve (12) month period following the termination of the formal written notice period the Employee will be recalled if:
  - (i) The position from which the Employee had been laid off is reactivated; or
  - (ii) The position from which the Employee had been bumped becomes vacant.
- (b) Notice of recall will be sent by the Employer, via courier or registered mail, to the last address of the Employee known to the Employer. A copy will also be sent to YusApuY. It will be the responsibility of the Employee to keep the Department of Human Resources informed of their current address.
- (c) The employment relationship of any Employee who fails to notify the Employer of their intention to return to work, following a layoff, within ten (10) working days after a registered letter containing a notice of recall has been mailed to the Employee's last address known to the Employer will be considered terminated unless the Employee has reasonable justification for failing to respond.
- (d) The employment relationship of any Employee who, having notified the Employer of their intention to return to work as provided for in this Article, fails to return to work within five (5) working days of their scheduled return, will be terminated unless the Employee has reasonable justification for failing to respond.

### **ARTICLE 16 – Technological Change**

- 16.01** The Parties recognize the concerns that Employees may have regarding the impact of technological change upon the terms and conditions of employment. To help in alleviating these concerns the Employer agrees with the involvement of Employees in decisions affecting these conditions and, when practicable, will include YusApuY representation on appropriate committees established to address such matters.
- 16.02** For the purpose of this Article, technological change shall mean the introduction of new equipment or material or a change in the procedure which the Employer carries on its operations that is related to the introduction of that equipment or process, the



effect of which would be to affect the working conditions and terms of employment of any Employee.

- 16.03** In the event the Employer decides on the introduction of technological change it shall notify YusApuY 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 (3) months before such introduction.
- 16.04** This electronic notice shall provide such relevant information as is available to the Employer at the time of notification. It shall contain pertinent data including:
- (i) The nature of the change;
  - (ii) The date on which the Employer intends to effect the change;
  - (iii) The approximate number and classification of Employees likely to be affected by the change;
  - (iv) The effects the change may be expected to have on the working conditions and terms of employment of such Employees.
- 16.05** If requested, the Employer shall meet with YusApuY no later than thirty (30) days following receipt of such request to identify problems arising from this intended change and to discuss possible solutions.
- 16.06** Any Employee affected by such technological change shall, during normal working hours and at the Employer's expense, be given the opportunity for a reasonable amount of retraining. The purpose of the retraining is to equip that Employee for the operation of the new equipment or material or change in procedure in a position, at the same salary level, if such a position is available. In the event that the Employee is not suitable for the above mentioned retraining, or that there is no available position, **Article 15 – Layoff and Recall** shall apply.
- 16.07** The Employer recognizes that the introduction of a change in software may result in a period of adjustment during which time the affected Employee(s) will require familiarization with or training in the changed software and shall therefore provide appropriate training or familiarization as required.

## **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 Program 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.

- (b) Employees may request to learn new skills that are not required in their current position but are offered through Talent Acquisition and Development (TAD), Department of Human Resources. The supervisor shall not reject such a request because the training is outside the scope of the Employee's position. However, it is understood an Employee shall not request unreasonable time off for such training.
- (c) Departmental operating requirements shall be the major consideration in granting or rejecting such requests, which shall not be unreasonably withheld. A grievance concerning the application of this provision may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** and will be heard within seventy-two (72) hours of the receipt of the grievance.

**17.02** The Parties agree to establish a Joint Training Program 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 programs 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 their duties. The Employer shall allocate \$95,000 during each year of the Collective Agreement (August 1 to July 31).

For guidelines and application forms please refer to YusApuY External Development Fund:  
<https://yulink-new.yorku.ca/documents/20182/90084/YusApuY+External+Development+Fund+Application+for+Financial+Support+Form/99d8edf5-b383-44b3-a406-20ba9675c044>

**17.03** The Employer will also make available to YusApuY \$40,000 effective August 1 of each year of the Collective Agreement for YusApuY-developed programs. It is understood and agreed to by YusApuY that any such programs will not duplicate any developed under **Article 17.02** above, unless otherwise agreed to by the Parties in writing. If such training takes place during working hours prior approval for such leave must be obtained from the Employee's supervisor. Monies will be paid in a lump sum to YusApuY annually. An annual report of the disbursement of the funds, and a report on the amount of any outstanding funds, shall be provided by YusApuY to the Employer via the Director, Employee Relations, by July 15 each year.

**17.04** Unused funds allocated under **Article 17.02** and **Article 17.03** in any given year above shall be carried over into the subsequent fiscal year. However, the amount available in the fund referenced at **Article 17.03** shall not exceed the value of two (2) times the Employer's annual contribution to this fund.

## **ARTICLE 18 – Health and Safety**

Please refer to the following Appendices of the Collective Agreement:

1. Appendix C - Health and Safety Committee Structure

You may also refer to the following documents:

1. Ontario Occupational Health and Safety Act (OHSA)  
<https://www.ontario.ca/laws/statute/90o01>
2. York University Healthy Workplace Policy  
<http://secretariat-policies.info.yorku.ca/policies/healthy-workplace-policy>
3. MSD Prevention Guideline for Ontario  
<https://www.msdpreservation.com>

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

The University recognizes the importance of engaging individuals in health and safety through:

- The provision of education and training for the purpose of increasing knowledge and awareness.
- The work of the Joint Health and Safety Committees.
- The enactment of the internal responsibility system such that everyone, regardless of role, plays an important part in creating and maintaining a healthy workplace.

**18.02 (a)** York University requires that:

- (i) Health and Safety be a primary objective in every area of operation, and;
- (ii) all persons utilizing University premises comply with policies, procedures, regulations and standards relating to health and safety.

**(b)** The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and shall comply with the current

Ontario Occupational Health and Safety Act and its regulations, hereinafter referred to as "the Act".

- (c) The Employer agrees that occupational health and safety encompasses:
  - (i) Striving for a hazard-free workplace;
  - (ii) The prevention of work-related injuries and illnesses.
- (d) The Employer recognizes the right of workers, consistent with the current OHSA, 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;
  - (vi) the right to refuse unsafe work.
- (e) The Employer agrees to continue education on safety and security procedures for Employees.

### **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, Training and Skills Development (MLTSD) 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 Health and Safety Executive Council 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 and Alternates.

**18.05** The YusApuY members of the JHSCs and the Health and Safety Executive Council, 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 Health and Safety Training for Committees

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 Health and Safety Executive Council, 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 Incident Investigation Program. Copies of the Workplace Incident Report (WIR) 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 18.10(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 \$250.00 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 OHSA.

**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 their concerns relating to their health and safety at work which may also include working with a computer workstation.

It is also agreed that, if they so requests, they will be removed from the situation in which they feel at risk – in which case they will be assigned other duties – until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if their concerns are not then resolved to their satisfaction they shall, upon 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 Health and Safety Executive Council, which includes YusApuY shall review the Inspection Protocol For New Buildings or Newly Renovated Areas Greater Than 5,000 Square Feet every two (2) years, 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 Health and Safety Executive Council.

#### **18.17 Joint Ergonomics Committee**

- (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 Health and Safety Executive Council 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 Health and Safety Executive Council reports/minutes and other ergonomic issues identified by the members of this committee and will provide recommendations to the Health and Safety Executive Council as appropriate.

#### **18.18 Dispute Resolution Concerning Matters on the JHSC or HSEC Agenda**

The time limits specified under **Article 8.07** of the Collective Agreement shall not apply while such issue remains unresolved at the Health and Safety Executive Council or a JHSC. This provision does not prohibit the Union from initiating a grievance concerning such issue.

### **ARTICLE 19 – Sick Leave**

- 19.01** Employees shall accrue a sick leave credit of one and one half (1½) days at the end of each calendar month of employment, starting from the appointment date. There will be no accrual in a month in which they are absent in excess of fifteen (15) normal working

days, except that accrual will take place if the Employee was on an approved paid leave, other than sick leave. Unused sick leave credits shall accumulate from year to year.

Please refer to **Articles 32.04** and **32.05 – Employment Category** regarding prorating of sick leave for the various employment categories.

- 19.02 (a)** Employees are eligible for sick leave if they are prevented, by personal sickness or injury for which Workplace Safety and Insurance Board compensation is not payable, from performing their normal duties.
- (b)** Employees are also eligible for sick leave when prevented from attendance at work in order to attend a sick child, spouse/partner, parent, current ward, legal guardian, parent-in-law, sibling who is dependent upon the Employee for health care.
- (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 evidence of entitlement to the leave outlined in **Article 19.03** below shall apply.

**19.03** To qualify for sick leave with pay:

- (a) (i)** Employees must have sufficient sick leave credits, including the current month's credits;
- (ii)** Employees must have contacted their supervisor prior to the start of the first shift missed, if possible, otherwise within one (1) hour of the start of the first shift, if possible;
- (iii)** In the case of an absence exceeding one (1) week, Employees must keep their supervisor informed at least weekly of their anticipated date of return.
- (b)** When requested to do so, Employees must provide to Health, Safety and Employee Well-Being (HSEWB) a medical note/certificate signed by a legally qualified medical practitioner. Such proof may 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.
- (c)** If a medical note/certificate is requested, the Employee shall, whenever possible, be notified of this request prior to the Employee's anticipated return to work.

Failure to comply with any one (1) or more of the above may result in denial of sick leave with pay.

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

**19.04 (a)** An Employee must provide a medical note/certificate signed by a legally qualified medical practitioner to HSEWB when absent due to illness for more than ten (10) consecutive working days. Failure to do so may result in denial of sick leave with pay.



- (b) If a medical note/certificate is requested, the Employee, shall, whenever possible, be notified of this request prior to the Employee's anticipated return to work.

**19.05** Employees absent due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act shall continue to be paid their normal day's salary through the Employer's payroll system until their accumulated sick leave credits are exhausted. Sick leave credits will be deducted at a rate consistent with the Workplace Safety and Insurance Act. When sick leave credits are exhausted, Workplace Safety and Insurance Board payments will become payable directly to the Employee.

The Employer will make all appropriate arrangements with the Workplace Safety and Insurance Board in order to be reimbursed for all payments made during this period.

**19.06** Sick leave with pay shall not be granted to Employees when they are absent due to a pre-arranged leave of absence without pay, or on layoff.

**19.07** Seniority shall accrue for the entire sick leave, subject to **Article 10.02**.

**19.08 (a)** Employees returning from sick leave, including a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, that has not exceeded twenty-four (24) consecutive months from the first day of absence, shall be reinstated in their former position unless the provisions of **Article 19.10** apply.

(b) Prior to return to work, Employees shall provide reasonable notice to HSEWB and shall also provide a medical note/certificate, if requested, signed by a legally qualified medical practitioner, upon their return. If such certificate is requested, the Employee will be notified of this request prior to the Employee's anticipated return to work.

(c) In the event the previous position has been closed, the Employee, upon provision of a medical note/certificate, signed by a legally qualified practitioner, shall be eligible to exercise their rights under **Article 15 – Layoff and Recall**.

**19.09 (a)** Employees returning from a sick leave, including a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, exceeding twenty-four (24) consecutive months from the first day of absence shall provide to Health, Safety and Employee Well-Being a medical note/certificate signed by a legally qualified practitioner.

(b) (i) Upon provision of this medical note/certificate, Employees may use their seniority for a maximum period of twelve (12) months to obtain a position as provided for in **Article 12 – Job Posting** unless the provisions of **Article 19.10** apply.

(ii) Provided that Employees make every reasonable effort to obtain bargaining unit employment, Employees may continue to participate in the Employee Benefit Plans (**Article 29.01 – Employee Benefits and Pension Plans**) during this twelve (12) month period. Such Employees will pay both the Employee portion and the Employer portion of the

applicable premiums in advance, monthly, to the Employer for any full month in which they do not work, subject to the provisions of the Plans.

- 19.10** Temporary and Limited Term Employees on sick leave and who are unable to return to work prior to the anticipated termination date of their position, shall be eligible to apply for bargaining unit positions under the provisions of **Article 10.02(d) – Seniority** after they have provided a medical note/certificate, signed by a legally qualified practitioner to Health, Safety and Employee Well-Being.
- 19.11** Employees who are absent in excess of three (3) calendar months on unpaid sick leave for which Workplace Safety and Insurance is not payable and/or who have either not applied for Long Term Disability or whose Long Term Disability application has been denied, may continue to participate in the Employee Benefit Plans (**Article 29.01 – Employee Benefits and Pension Plans**). Such Employees will pay both the Employee portion and the Employer portion of the applicable premiums in advance, monthly, to the Employer for any full month in which they do not work subject to the provision of the Plans for the duration of the unpaid sick leave to a maximum of twenty-one (21) months.
- 19.12** In the event that Employees have exhausted their sick leave credits, Employees may use vacation, lieu bank or personal leave as replacement.
- 19.13** Bereavement leave shall be substituted for sick leave when Employees are bereaved in circumstances, as defined in **Article 22 – Bereavement Leave**, during a sick leave.
- 19.14** Employees requiring workplace accommodation shall be accommodated according to the terms of the Human Rights Code.

### **ARTICLE 20 – Leave of Absence without Pay**

- 20.01** The Department Head or authorized representative may approve a leave of absence from the University without pay for a maximum of up to twelve (12) months. Requests for leaves of absence exceeding twelve (12) months must be submitted to the Assistant Vice-President, Department of Human Resources, with a copy to the appropriate Dean, Department Head or authorized representative.
- 20.02 (a)** An Employee wishing to apply for a leave of absence without pay, shall submit a written or electronic request stating the purpose and duration of the leave at least twenty (20) working days before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Departmental operating requirements shall be the major consideration in granting/rejecting such leave, which shall not however be unreasonably withheld. A written or electronic reply will be given to the Employee with a copy to YusApuY no later than ten (10) working days following receipt of the request. Any leave so granted is only valid within the department that granted the leave.
- (b)** A leave of absence without pay, other than a sick leave will not normally be granted more than once in any three (3)-year period in any one (1) department.
- (c)** Notwithstanding the above, a request for a leave of absence without pay of up to six (6) months for the purpose of attending to unforeseen care of a dependent child, parent, spouse/partner shall not be unreasonably denied. Employees shall give as

much notice as possible. Employees shall request such leave in writing or electronically to the Dean, Department Head or authorized representative, with a copy to YusApuY. This request shall include the reasons for the leave and the anticipated duration of the leave.

The Parties agree that such leave shall be deemed to have commenced upon submission of such written request. The Dean, Department Head or authorized representative shall reply in writing or electronically, with a copy to YusApuY, no later than three (3) working days following receipt of the written or electronic request. A grievance regarding the denial of such leave may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than five (5) working days following receipt of the reply.

Every reasonable effort shall be made to hold a **Step 2 (Article 8 – Complaints/Grievances)** meeting no later than ten (10) working days following receipt of the grievance and the Parties agree that the leave of absence shall continue pending the final outcome of the grievance.

**20.03** If a leave of absence does not exceed three (3) months an Employee shall continue to accrue seniority. The Employer and the Employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (**Article 29.01 – Employee Benefits and Pension Plans**). On return to work, Employees shall be reinstated in their former position.

**20.04 (a)** If a leave of absence does exceed three (3) months, seniority shall be frozen and not accrue beyond the three (3) month period. Employees may continue to participate in the Employee Benefit Plans (**Article 29.01 – Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer, in advance, monthly, for any full month in which they do not work, subject to the provisions of the Plans, for a period not to exceed nine (9) months.

**(b)** If the leave of absence exceeds twelve (12) months, the Employee may continue to participate in the Employee Benefit Plans (**Article 29.01 – Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer, in advance, monthly, for any full month in which they do not work, subject to the provisions of the Plans.

**(c)** Employees shall, upon providing written or electronic confirmation of their availability to return to work, be reinstated in their former position upon termination of a leave up to twelve (12) months. If such leave exceeds twelve (12) months, Employees may use their seniority to obtain a position as provided for in **Article 12 – Job Posting**, for a maximum period of three (3) months after termination of leave.

**20.05** A grievance concerning a leave of absence exceeding twelve (12) months may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than five (5) working days following receipt of the written or electronic response to the request.

**20.06** An Employee who elects to return from a leave of absence not exceeding twelve (12) months, prior to the original date of return, shall notify the appropriate Dean, Department Head or authorized representative, in writing or electronically, at least twenty (20) working days in advance, giving the revised date of return.

- 20.07** An Employee who elects not to return from a leave of absence without pay shall endeavour to inform the Employer as soon as possible.

### **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.
- (b)** Requests for personal leave must be made in writing or electronically and be submitted to the supervisor at least five (5) days in advance except in cases of emergency when such notice would not be possible and an Employee must immediately leave the workplace.
- Employees shall not be required to provide a reason for a Personal Leave request.
- (c)** If an Employee has used their Personal Leave allotment for their anniversary year and an emergency arises where the Employee must immediately leave the workplace, the Employee may substitute either lieu time, vacation credits or a leave of absence without pay for Personal Leave.
- 21.02** Unused portions of this leave shall not accrue from Anniversary Year to 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/partner, sibling, child, current ward, legal guardian, grandparent or grandchild.
- (b)** 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, or step-child.
- (c)** The days provided for in (a) and (b) may be taken non-consecutively, at the discretion of the Employee's supervisor.
- (d)** If overnight travel beyond Toronto is necessary, up to five (5) days' unpaid leave shall be granted. It is understood that working days will normally be regarded as

Monday to Friday and the provisions will be applied as consecutive working days, not as scheduled days of work for part-time regular Employees.

- 22.02** Vacation leave may be granted for up to five (5) days for the purposes of bereavement leave at the time of death or funeral/memorial service of a significant family member, who is not listed in **Article 22.01**. Such requests shall not be unreasonably denied.
- 22.03** Additional leave without pay at the time of bereavement may be requested and authorized under the terms of **Article 20 – Leave of Absence without Pay**.
- 22.04** Should bereavement occur during an Employee's vacation, **Article 28.09 – Annual Vacations** shall apply.
- 22.05** In the event that the circumstances of **Article 22.01** occur during the end of the year grant day(s) or a statutory holiday, bereavement leave shall commence once the grant days/statutory holiday have concluded. The Employee shall notify their supervisor prior to the start of the first working day if possible, or as soon as possible after the commencement of the first working day after the end of year grant days/statutory holiday has concluded.

### **ARTICLE 23 – Jury and Witness Duty Leave**

- 23.01** Employees who have been summoned to be a juror, witness or surety by anybody in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.
- 23.02** Employees who have complied with **Article 23.01** shall be given leave of absence without loss of normal salary or benefits during such service, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served or attended, signed by an official of the Court or by the counsel for the Party who required their attendance.

### **ARTICLE 24 – Pregnancy, Parental, and Adoption Leave**

- 24.01 (a)** An Employee who is pregnant shall be entitled, upon their application, to a leave of absence of seventeen (17) weeks, or such shorter leave as they 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 leave", as used throughout this article, is understood to mean the period of seventeen (17) weeks referred to in **Article 24.01(a)** above.
- 24.02 (a)** An Employee who is entitled to, or has applied for, pregnancy leave cannot be terminated or laid off, disciplined or suspended as a result of requesting or having taken such leave.
- (b)** An Employee shall not receive notice of job closure during their pregnancy leave or during their parental leave if the parental leave was requested prior to the commencement of their pregnancy leave.

- (c) If an Employee commences pregnancy leave prior to the completion of their probationary period, the remaining portion of the probationary period will commence once the Employee returns from such leave.
- (d) An Employee who has received any advisory notice and who has provided their supervisor with a certificate from a legally qualified medical practitioner, including a midwife stating that they are pregnant, as specified in **Article 24.03**, will have the advisory notice period suspended during their pregnancy leave and during the parental leave, provided the parental leave was requested prior to the commencement of their pregnancy leave. Upon their return to work, the Employee will work the remainder of the advisory notice period at their former position, if it exists, or alternate duties, or a comparable position.

**24.03 (a)** An Employee shall give their supervisor at least four (4) weeks' notice, in writing, of the day on which they intend to commence their pregnancy leave, and the intended duration of such leave.

The Employee shall provide their supervisor with a certificate signed by a legally qualified medical practitioner including a midwife stating that the Employee is pregnant and provide the estimated birth date.

- (b) An Employee who wishes to immediately follow pregnancy leave with parental leave shall, whenever possible, request such leave, in writing or electronically, prior to the commencement of the pregnancy leave.

**24.04** The Employer shall make every effort to accommodate a pregnant Employee to perform the essential duties of their position. A pregnant Employee experiencing difficulty performing the essential duties of their position may:

- Commence sick leave.
- Commence pregnancy leave earlier than originally scheduled.

**24.05** No Employee shall be required to return to work following pregnancy leave earlier than six (6) weeks following the actual birth date; nor shall the Employee be permitted to do so unless they have given one (1) weeks' notice of intention to return and has provided their supervisor with a certificate signed by a legally qualified medical practitioner, including a midwife, indicating their fitness to return to work.

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

- Seventeen (17) weeks after the pregnancy leave began, or
- Twelve (12) weeks after the miscarriage, still birth, or death.

**24.06 (a)** An Employee returning from pregnancy/maternity leave shall confirm their return date with their supervisor at least two (2) weeks in advance.

- (b) An Employee wishing to return early from a seventeen (17) week pregnancy leave (excluding under the terms of **Article 24.05**), shall notify their supervisor, in writing, at least twenty (20) working days in advance, giving the revised date of return.
- (c) An Employee returning from pregnancy leave shall be reinstated to their former position at the current band level. If their former position no longer exists, the Employee will be reinstated to a comparable position at the same band level.

**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 Employment and Social Development Canada;

- (a) The Employer will pay the Employee for the first week of leave, i.e., Employment and Social Development Canada's unpaid waiting period – an amount equal to 95% of their 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 Employment and Social Development Canada for sixteen (16) 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 leave.
- (c) The Employer agrees to maintain the current "Supplemental Employment Benefits Plan" made pursuant to the Employment Insurance regulations in regard to pregnancy, parental and adoption leave, and to make appropriate amendments in accordance with the Employment Standards Act, and to pay an Employee the paid leave entitlement as provided in **Article 24**.

## **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 sixty-one (61) weeks for the birthing parent, or 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 leave shall commence immediately upon the completion of their pregnancy leave unless the child has not yet come into the custody, care and control of a parent for the first time. In the latter case, the parental leave shall begin no later than 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 leave shall commence no later than 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.

**24.10** An Employee shall request such leave, in writing or electronically, no later than twenty (20) working days prior to the commencement of such leave. Unless specified otherwise, it is assumed that the Employee will be taking the full period of entitlement. However, if an Employee requires leave because a child comes into the Employee's custody, care and control for the first time earlier than expected, the Employee may immediately take leave and the Employee shall give the Employer written or electronic notice of such leave immediately.

**24.11** An Employee wishing to return from a parental leave prior to the original date of return or wishing to extend the length of their parental leave (to the statutory maximum) shall notify the supervisor, in writing or electronically, at least twenty (20) working days in advance, giving the revised date of return.

**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** Employees shall be reinstated to their former position:

- a. Following a leave of absence under this **Article 24** and a combined period of up to eighteen (18) months utilizing pregnancy, parental, vacation, or leave of absence without pay; and,
- b. If requested and approved, up to an additional contiguously taken three (3) month paid leave beyond that provided for in (a) above where the Employee draws from their already accrued entitlements (vacation and/or personal), for a total of up to twenty-one (21) months.

If the aforesaid leave under (a) above exceeds eighteen (18) months or the combined leaves under (a) and (b) above exceed twenty-one (21) 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 twelve (12) months following termination of the combined leaves.

**24.14** An Employee other than the birthing parent shall be granted up to ten (10) working days leave of absence with pay commencing no earlier than thirty (30) days prior to the anticipated birth/adoption date of their child but no later than thirty (30) days following the birth/adoption date.

**24.15 (a)** Employees who are on pregnancy or parental leave:

- (i) may authorize YusApuY to submit their application(s) under the provisions of **Article 12.02(g) – Job Posting**. Absence due to pregnancy or parental



leave shall not be a factor when assessing the qualifications of the applicant(s). If qualified, such applicant(s) shall not be denied an interview.

- (ii) shall continue to accrue vacation credits (**Article 28.03 – Annual Vacations**) and sick leave credits (**Article 19.01 – Sick Leave**) during both pregnancy and parental leaves.
  - (iii) shall continue to accrue seniority for the duration of such leaves.
  - (iv) whose leave would normally commence or cease during the Christmas and New Year's Day break (**Article 27.07 – Paid Holidays**) shall receive payment, at their regular rate, for those Holidays and/or grant days on which they would otherwise have been at work.
- (b) During pregnancy and/or parental leave, the Employer and the Employee shall continue to pay their regular portions (on a monthly basis) of the premiums for the Employee Benefits and Pension Plans (**Article 29 – Employee Benefits and Pension Plans**).

**24.16** Any grievance concerning **Article 24** shall be initiated at **Step 2 (Article 8 – Complaints/ Grievances)**.

### **ARTICLE 25 – Union Duty Leave**

- 25.01 (a)** An Employee, with the supervisor's approval, may be granted up to five (5) working days' Union Duty Leave, per calendar year, to attend to YusApuY business, 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. YusApuY will reimburse the Employer for the Employee's pay for these hours/days.
- (b) An Employee shall be granted Union Duty Leave, without pay, of up to one (1) month to undertake the responsibility of acting President, acting First Vice-President or acting Second Vice-President, provided that a written or electronic request for such leave has been submitted to the supervisor as far in advance as possible.
- (c) Union Duty Leave may be extended upon written notification to the Director, Employee Relations, Department of Human Resources, as set out in **Articles 25.01 (a) and (b)**.
- (d) Requests for such leave as set out in **Articles 25.01 (a) and (b)** shall not be unreasonably denied.
- 25.02 (a)** Employees shall be granted up to twenty-four (24) months' Union Duty Leave, without pay, to fill full-time YusApuY positions upon written or electronic notification to the appropriate Deans, Department Heads or authorized representatives. Such notification shall be provided at least one (1) month in advance.
- (b) The Parties agree that the YusApuY position of Treasurer shall be allowed seven (7) hours Union Duty Leave per month 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. YusApuY will reimburse the Employer for the Employee's pay for these hours.

- (c) Upon receiving written or electronic confirmation of the Employee's availability to return to their bargaining unit position, the Employer shall reinstate the Employee to their former position, if it exists, or a comparable position if it does not.
- (d) Union Duty Leave may be extended indefinitely upon written notification to the Director, Employee Relations, Department of Human Resources, one (1) month prior to the completion of the previous leave.
- (e)
  - (i) The Employer normally shall post the Employee's position as a temporary position.
  - (ii) Should the Employee's leave be extended, the temporary position (**Article 32.06 – Employment Category**) may be converted to a limited term position (**Article 32.07 – Employment Category**) for up to an additional two (2) years, or may be posted as a limited term position, for up to two (2) years.
  - (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**.
  - (iv) In the case of the President of the Union, paragraph (e)(iii) shall apply only after ten (10) consecutive years of leave. In the case of 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 their intention to return from the leave before the expiry of the eight (8) years, or ten (10) years in the case of the President, 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**.
- (f) During Union Duty Leave the Employee may continue to participate in the Employee Benefits Plans (**Article 29 – Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer.
- (g) During Union Duty Leave the Employee shall continue to accrue seniority and shall continue to be considered an Employee of York University for all other purposes.

**25.03** With the supervisor's prior approval as to scheduling – except in cases where the Chair is required to attend at an arbitration hearing as provided for in (**Article 9 – Mediation/ Arbitration**), the Chair or Vice-Chair of the YusApuY Grievance Committee may be granted leave with pay for up to a maximum of seven (7) hours in a week (non-cumulative)

to attend, either in person or on the telephone, to YusApuY grievance matters. The conditions agreed to in **Article 7.02 – Union Representation** shall govern such approval.

- 25.04 (a)** YusApuY agrees to inform the Employer at least one (1) month prior to the commencement of Collective Bargaining negotiations of its Bargaining Committee members, and shall identify the Chair and Vice-Chair.
- (b)** With the supervisor's prior approval as to scheduling, the Chair or Vice-Chair of the Bargaining Committee may be granted Union Duty Leave, with pay, of up to three (3) hours per week to attend to duties connected with bargaining matters. These hours may not be accumulated beyond a one (1) week period. The conditions agreed to in **Article 7.02 – Union Representation** shall govern such approval.

The period during which this time off may be granted shall be from three (3) months prior to the expiry of the Collective Agreement until the date of ratification. Additionally, the Chair or Vice-Chair may be granted union duty leave with pay for a total of seven (7) hours to be used at any time within thirty (30) working days after receipt of notice of ratification to proof-read the Collective Agreement.

### **ARTICLE 26 – Hours of Work and Overtime**

- 26.01 (a)** The normal work week shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of thirty-five (35) hours per week, except as provided for in **Article 26.01(b)**. With the approval of YusApuY and the Employee(s) concerned, the Employer 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 thirty-five (35) hours.
- (b)** Employees in continuous operations, however, may be required to work no more than eight (8) hours per day, exclusive of an unpaid meal break, to a maximum of forty (40) hours per week, with a salary prorated accordingly.
- (c) (i)** From 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.
- (d)** In specific situations, managers and Employees may mutually agree to individual arrangements which result in variations in the normal working hours of the department. Within situations involving flexible hours, Employees may be required to work no more than eight (8) hours per day, inclusive of an unpaid one (1) hour meal break, in any one (1) day. Such arrangements shall be subject to review at least annually and shall be applicable within that unit only.

Where such an arrangement has been mutually agreed upon, the terms of **Article 26.04(b)** shall not apply and further, the terms of **Article 26.05(c)** shall apply. Where mutual agreement is not reached the normal working hours of the area shall apply.

- 26.02** Each Employee shall be entitled to one (1) fifteen (15) minute paid break period in each three (3) worked hours.
- 26.03** A shift shall be defined as a period of time worked during the work day, and shall be deemed to fall on the calendar day in which 50% or more of its hours fall.
- 26.04 (a)** The normal hours of work of a position shall be included in all job postings and shall be noted on all job summaries.
- (b)** In the event the Employer decides to alter the hours of work of a position the incumbent and YusApuY shall be given two (2) months' written or electronic notice prior to the change being made.
- 26.05 (a)** Employees shall be paid a premium of \$0.70 per hour for all full scheduled hours of work, which fall outside the hours of 8:00 a.m. to 5:00 p.m.
- (b)** Where Employees work four (4) hours or more outside 8:00 a.m. to 5:00 p.m., such Employees will be paid the shift premium for the full shift.
- (c)** Where arrangements are made, at the request of the Employee, such that the Employee works outside the hours of 8:00 a.m. to 5:00 p.m., such Employee shall not be eligible for these premiums.
- 26.06 (a)** Continuous operations may be introduced by the Employer, provided that YusApuY and the Employees concerned are notified three (3) months in advance. The Parties also agree to discuss any matters or concerns, which may arise as a result of the introduction of such operations.
- (b)** In continuous operations, shifts shall be rotated insofar as is possible amongst the Employees working shifts in the department. However, 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.
- (c)** When continuous operations are introduced into a department, consistent with **Article 26.06(a)**, choice of which shift worked shall be determined on the basis of seniority among qualified Employees.
- (d)** An Employee who is given less than five (5) working days' notice of a shift change shall receive the overtime rate for the first shift worked affected by such change.
- 26.07** Overtime shall be defined as any period of time worked by Employees at the explicit direction of their supervisor in excess of a seven (7) hour work day, exclusive of meal breaks, or thirty-five (35) hour work week.

An Employee who works on a scheduled day off shall receive a minimum of three (3) hours' pay if in excess of a thirty-five (35) hour work week at the overtime rate or the actual hours worked at the overtime rate, whichever is greater.

Employees who work at least fourteen (14) hours will be paid overtime in the event that they work beyond the normal seven (7) hour work day exclusive of meal breaks, or exceed a thirty-five (35) hour work week. Such Employees have the right to refuse a request to work additional hours outside of their regularly scheduled hours.

An Employee who works less than a thirty-five (35) hour work week and is required to work on a scheduled day off shall receive a minimum of three (3) hours pay.

**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.

If the approved overtime accumulation has not been used by the Employee within twelve months of accumulation, the Employee may request to have their banked hours paid out, in full or in part, subject to the approval of the Manager.

**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 or Grant Day shall receive a meal allowance of \$14.00. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the supervisor.

**26.10** Employees' overtime accumulation shall be liquidated by their present Faculty or Department before they transfer to a new Faculty or Department, unless other arrangements are approved by the receiving Faculty or Department prior to transfer. In the event that an Employee has not liquidated accumulated overtime upon termination of employment, at the Employee's request, such overtime shall be compensated by paid time off. Accumulated overtime shall otherwise be compensated by pay.

**26.11** The Employer 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. Seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.

**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 **(b)(ii)** and **(b)(iii)** below:

- (i) The Employee will be paid a basic \$2.00 on-call stipend for each on-call hour.
  - (ii) In addition, if the Employee is called and resolves a problem(s) off-work site, the Employee will receive a minimum of one (1) hour's pay at one and one-half (1½) times the Employee's regular hourly rate or the actual hours worked at one and one-half (1½) times the regular hourly rate, whichever is greater.
  - (iii) In addition, if the Employee is required to come to the University to resolve the problem(s), the Employee will receive a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's regular hourly rate or the actual hours worked at one and one-half (1½) times the regular hourly rate, whichever is greater.
- (b) Scheduled on-call during University Holidays or grant days:
- (i) The Employee will be paid a basic \$3.50 on-call stipend for each on-call hour.
  - (ii) In addition, if the Employee is called and works on a problem(s) off-work site, the Employee will receive a minimum of one (1) hour's pay at two and one-half (2½) times the Employee's regular hourly rate or the actual hours worked at two and one-half (2½) times the regular hourly rate, whichever is greater.
  - (iii) In addition, if the Employee is required to come to the University to work on the problem(s), the Employee will receive a minimum of three (3) hours' pay at two and one-half (2½) times the Employee's regular hourly rate or the actual hours worked, whichever is greater.

### **ARTICLE 27 – Paid Holidays**

**27.01** Subject to **Article 27.02** and **Article 27.06** below, the following Holidays shall be granted with pay to Employees at the regular salary rate for their normal number of daily working hours:

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

You may also refer to the following document:

York University Religious Observance Leave Standard Operating Procedure:  
<https://yulink-new.yorku.ca/documents/20182/76807/SOP+Religious+Observance/299d6ad7-b896-4b4d-8367-e332350e52a3>

- 27.02** In order to receive Holiday pay under **Article 27.01** above, Employees must not be absent on sessional leave and must be at work for their full regular work day immediately preceding and immediately following the Holiday. However, Employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one (1) or both of the qualifying days, or absent on an approved unpaid leave of absence totaling no more than five (5) working days immediately preceding and/or following the Holiday.
- 27.03** Where a Holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the Holiday shall be deemed to be the Holiday for the purposes of this Agreement.
- 27.04** If a Holiday is observed on an Employee's regularly scheduled day off, another day in lieu with pay as specified in **Article 27.01** above shall be granted at a time acceptable to the Employee and the Employee's supervisor.
- 27.05 (a)** An Employee who works on the following days will be compensated at the rate of regular pay plus one and one-half (1½) times for a total of two and one-half (2½) times the regular rate of pay:
- (i)** A Holiday or Grant Day.
  - (ii)** The Saturday or Sunday of a holiday weekend, as defined in **Article 27.01**;
  - (iii)** The Saturday or Sunday during the period described in **Article 27.07**.
- (b)** Hours worked on a day described in **Article 27.05(a)**, which are in excess of a normal work day (**Article 26.01 – Hours of Work and Overtime**) seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, will be compensated at a rate of two and one-half (2½) times the Employee's regular rate for such additional hours worked.
- 27.06** An Employee who has agreed to work on a paid Holiday and who, without reasonable cause, fails to report for and perform the work, shall not receive the Holiday pay provided under **Article 27.01** above.
- 27.07** Consistent with **Article 27.01** and **Article 27.03** above, for the calendar year-end holiday periods in each of the 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:

	<b>Paid Holiday</b>	<b>Paid Holiday</b>	<b>Paid Holiday</b>	<b>Grant Day</b>	<b>Grant Day</b>	<b>Grant Day</b>	<b>Paid Holiday</b>	<b>Return to Work</b>
	Working Day Before Christmas	Christmas Day	Boxing Day				New Year's Day	
Observed 2021-2022	Fri, Dec 24	Mon, Dec 27 for Sat, Dec 25	Tue Dec 28, for Sun, Dec 26	Wed, Dec 29	Thurs, Dec 30	Fri, Jan 31	Mon, Jan 3 for Sat, Jan 1	Thurs, Jan 6
Observed 2022-2023	Fri, Dec 23	Tues, Dec 27 for Sun, Dec 25	Mon, Dec 26	Wed, Dec 28	Thurs, Dec 29	Fri, Dec 30	Mon, Jan 2 for Sun, Jan 1	Tues, Jan 3
Observed 2023-2024	Fri, Dec 22	Mon, Dec 25	Tues, Dec 26	Wed, Dec 27	Thurs, Dec 28	Fri, Dec 29	Mon, Jan 1	Tues, Jan 2

**27.08** An Employee whose pregnancy leave, parental leave or adoption leave would normally commence or cease during the Christmas and New Year's Day break (**Article 27.07**) shall be paid, at their regular rate, for those Holidays and/or grant days on which they would otherwise have been at work.

### **ARTICLE 28 – Annual Vacations**

**28.01** Subject to **Article 28.02** below, Employees will accrue the under noted vacation credits for each month in which they work fifteen (15) days or more, during their first and subsequent Anniversary Years (**Article 31.02 – Definitions**). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked.

Except as noted below vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative. Such agreement, which shall be valid only within the original department, shall not have the result of allowing the Employee's vacation credit accumulation to exceed two (2) years' entitlement.

Employees, other than those identified in paragraph 4 below, transferring to a new area with vacation credit accumulation in excess of one (1) year's entitlement shall use such transferred accumulation within eight (8) months of date of transfer unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative at the time of the transfer.

The Parties agree that the taking of an annual vacation is in the Employee's interest. It is understood that Employees whose vacation credit accrual, is in excess of two (2) years'



entitlement shall use up such excess vacation credit accumulation as quickly as is consistent with the Employee's preference and operational considerations.

**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.

During the second to seventh Anniversary Years: 1¼ days/month to a maximum of fifteen (15) days/year.

During the eighth to sixteenth Anniversary Years: 1-2/3 days/month to a maximum of twenty (20) days/year.

During the seventeenth to twenty-fifth Anniversary Years: 2-1/12 days/month to a maximum of twenty-five (25) days/year.

During the twenty-sixth and subsequent Anniversary Years: 2½ days/month to a maximum of thirty (30) days/year.

**28.04** Employees shall submit vacation requests as far in advance as possible, or at a common time within a department as reasonably established by the Manager. Requests for vacation shall not be unreasonably denied. Scheduling conflicts between two (2) or more Employees shall be resolved on the basis of seniority.

- (a)** Where a common deadline for submission of vacation requests is established:
  - (i)** an Employee who has failed to submit a vacation request by that deadline may not subsequently rely on seniority to establish priority in a scheduling conflict;
  - (ii)** a response approving/denying the request shall be provided within twenty (20) working days of the common vacation request deadline.
- (b)** In other circumstances, the granting/denial of a vacation request shall be given within twenty (20) working days of the request.
- (c)** Transferring Employees: any vacation request granted is only valid within the department that granted the request; an Employee transferring to another department may not rely on seniority in a scheduling conflict when the effect would be to cause a cancellation, in full or in part, of a previously approved vacation request.

**28.05** On termination an Employee shall be paid for vacation earned but not taken.

**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/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.

- 28.07** When a Holiday, as defined in **Article 27.01 – Paid Holidays**, occurs or is observed by the Employer while an Employee is on vacation, the Employee shall be granted another day off with pay in lieu of the Holiday at a time to be mutually agreed upon by the Employee and the supervisor.
- 28.08** With the approval of the supervisor, sessional Employees may carry-over unused vacation credits into their next scheduled work year.
- 28.09** Bereavement leave shall be substituted for vacation when Employees are bereaved in circumstances, as defined in **Article 22 – Bereavement Leave**, during their vacation.

### **ARTICLE 29 – Employee Benefits and Pension Plans**

- 29.01** The Employer agrees to provide the following Employee Benefit Plans, and contribute towards the cost of each of these Plans an amount equal to the percentage of the rate applicable to an Employee, as listed below: **[Not applicable to Employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per week. See Article 29.02.]**

There will be no deductible for any benefits provided for in this plan.

- (a) **Extended Health Care Plan** – 100% – No Lifetime Maximum.
- (b) **Group Life Insurance Plan** – 50%.
- (c) **Long Term Disability Plan** – 100%.
- (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 the beginning of the calendar month following the date of ratification, coverage is as follows:
- 100% coverage for basic services;
  - 70% for Prosthetic (dentures) expenses;
  - 85% for Orthodontic expenses up to an individual maximum lifetime benefit of \$5,000;
  - 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 \$425/24 months (\$625/24 months effective August 1, 2023), no deductible. Single coverage to a maximum of \$350/24 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 \$115/24 months.

- (f) **Hearing Care** – 100% – Single coverage to a maximum of \$1,500/36 months (\$3000/36 months effective August 1, 2022). An Employee may elect to pay any additional premiums required to extend coverage to family.
- (g) Any diagnostic laboratory testing not covered by OHIP to a maximum of \$300.00 (\$400 effective August 1, 2023).
- (h) **Immunization** – \$200/maximum per year per family (\$400/maximum per year per family effective August 1, 2022).
- (i) **Orthotics** – maximum of \$2,000/24 months per person.

The Employer shall provide copies of the current Master Policies to YusApuY.

The Employer shall provide Employees with up-to-date printed information about the Employee Benefits Plans, which shall include procedural codes covered by the Dental Plan.

**29.02** Employees who work at least 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, where the scheduled work year is a minimum of seven (7) consecutive months, are entitled to the following benefits:

There will be no deductible for any benefits provided for in this plan.

- (a) An Employee may elect to pay any additional premiums required to extend coverage to family for the following:
  - (i) Extended Health
  - (ii) Vision Care
- (b) **Extended Health Care Plan** – 100% – Single Coverage Only – No Lifetime Maximum.
- (c) **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.
  - 100% coverage for basic services;
  - 70% for Prosthetic (dentures) expenses;
  - 85% for Orthodontic expenses up to an individual maximum lifetime benefit of \$5,000;
  - 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 \$425/24 months (\$625/24 months effective August 1, 2023), no deductible. Single coverage to a maximum of \$350/24 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 \$115/24 months.

- (e) Any diagnostic laboratory testing not covered by OHIP to a maximum of \$300.00 (\$400 effective August 1, 2023 per year per family).
- (f) **Immunization** – \$200/maximum per year per family (\$400/maximum effective August 1, 2022 per year per family).
- (g) **Orthotics** – maximum of \$2,000/24 months per person.

**29.03** Employees will be required to participate in the Employee Benefits Plans in accordance with the applicable Plan policies. The Employer shall continue to pay its portion of the appropriate Benefit Plans for the scheduled absence without pay for Employees whose hours of work are sessional.

#### **29.04 PENSION PLAN**

- (a) 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 shall be notified of eligibility to participate in accordance with the terms of eligibility contained in the Pension Plan, when they have completed two (2) years of employment, where they have worked more than seven hundred (700) hours each year.
- (b) For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan, as approved and amended from time to time by the Employer.
- (c) Employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- (d) The Employer agrees to place two (2) representatives, designated by YusApuY, on the York University Pension Fund Board of Trustees.
- (d) The Employer agrees to continue an All-University Committee representing the different groups of participants in the York Pension Plan (including pensioners and the Board of Trustees of the York Pension Plan) to discuss changes to the York Pension Plan and report back periodically to their constituencies.

## **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, 2024 as outlined in **Appendix B – Post Retirement Benefits**.

## **29.06 RETIREMENT CONSULTATION CENTRE**

YusApuY shall be entitled to appoint two (2) representatives to the Advisory Board of the Retirement Consultation Centre.

## **ARTICLE 30 – Salaries**

### **30.01 IMPLEMENTATION:**

Effective August 1, 2021 all Job Rates will be increased by 1% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2022 all Job Rates will be increased by 1% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2023 all Job Rates will be increased by 1% with Entry Rates set at 97% of Job Rate.

### **30.02 Salary Ranges: See Schedule “A”.**

### **30.03 Salary Administration:**

#### **Entry Rate:**

Entry Rate is defined as the salary received by an Employee at the date of appointment to the University or upon moving initially into a position at a higher band level. On moving to a position having a higher band level, the Employee’s salary will be set at the Entry Rate or remain at the present rate whichever is higher.

#### **Job Rate:**

Job Rate is defined as the salary received by an Employee following successful completion of the Entry Rate time period. On moving to a position having a higher Job Rate the

Employee's salary will be set at the Entry Rate or remain at the present rate, whichever is higher. On moving to a position having the same Job Rate, the Employee's salary will not change. On moving to a position of a lower band, the Employee's salary shall be at the Job Rate.

The length of time it takes to progress from Entry Rate to Job Rate shall be dependent upon the applicable band level as identified under codes A, B and C within **Schedule A**. (Note: code "A" requires the completion of three (3) months; "B" six (6) months; and, "C" nine (9) months.) Prorated Employees other than full-time Employees should refer to **Article 32 – Employment Category**.

### **ARTICLE 31 – Definitions**

- 31.01** Whenever the singular or plural of a noun is used in this Agreement, it shall be considered as if the plural or singular had been used where the context so requires.
- 31.02** **Anniversary year** – shall be defined as the twelve (12) month period commencing from the Employee's most recent Appointment Date and shall be affected as described in **Articles 10.02 – Seniority** and **28.02 – Annual Vacations**.
- 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.
- 31.04** **Employee** – shall be defined as a member of the YusApuY bargaining unit employed by York University.
- 31.05** **The Parties** – shall be deemed to be York University (the Employer) and York University Staff Association/Association du Personnel de l'Université York (YusApuY) and for purposes of communication shall be represented as identified in **Article 36 – Correspondence**.
- 31.06** **Probationary Employee** – shall be defined as an Employee who is serving the probationary period as defined in **Article 34 – New Employees**.
- 31.07** **Seniority** – shall be as defined in **Article 10.02 – Seniority**.
- 31.08** **Supervisor** – shall be defined as a non-bargaining unit Employee, unless specified otherwise.

### **ARTICLE 32 – Employment Category**

- 32.01** Bargaining unit Employees are entitled to the full provisions of this collective Agreement, except as outlined below.
- 32.02** **FULL-TIME**

An Employee who works the full regular hours, either 1820 or 2080, of the Employer on a continuing year-round basis with no termination date anticipated at the time of appointment.

### **32.03 FULL-TIME SESSIONAL**

- (a) An Employee who works the full regular hours with no termination date anticipated at the time of appointment, with a scheduled work year of at least seven (7) months but less than twelve (12) months, with a recurring scheduled absence, without pay.
- (b) The Employee shall be entitled to the following on a prorated 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**)

- (c) Sessional Employees that work a combined fifteen (15) days in the first and last months of their session are entitled to a full month accruals as described in **Articles 19.01** and **28.01**.

### **32.04 PART-TIME**

- (a) An Employee who works less than the full regular hours but at least fourteen (14) hours or more per week on a continuing year-round basis with no termination date anticipated at the time of appointment.
- (b) The Employee shall be entitled to the following on a prorated 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 and Grant Days (**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**

- (a) An Employee who works less than the full regular hours but at least fourteen (14) hours per week with no termination date anticipated at the time of appointment, except that the scheduled work year is at least seven (7) months but less than twelve (12) months, with a recurring scheduled absence, without pay.
- (b) The Employee shall be entitled to the following on a prorated 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 and Grant Days (**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 29.04**)

Salary Rates (**Schedule A**)

### **32.06 TEMPORARY**

- (a) An Employee who is appointed for a definite term or task that is expected to last more than three (3) but no more than twelve (12) months with a termination date anticipated at the completion of such term or task. No position, including Sessional or Part-Time Sessional positions, shall be filled for a period in excess of twelve (12) months by renewing a temporary Employee's appointment or by appointing a series of temporary Employees. Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task. Any temporary positions of at least fourteen (14) hours and no more than twenty-four (24) hours per week, shall be posted under the provisions of the YusApuY Unit 2 Collective Agreement.
- (b) The Employee shall be entitled to the following on a prorated 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**), 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.

Sick Leave (**Article 19**)

Annual Vacations (**Article 28**)

Seniority (**Article 10.02**)

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**)

Paid Holidays and Grant Days (**Article 27**)

- (c) The Employee shall not be entitled to the provisions of the following Articles:



Layoff and Recall (**Article 15**)  
Leave of Absence without Pay (**Article 20**)

- (d) Upon completion of the assignment, the Employee shall receive vacation pay for all vacation credits accrued but not taken. It is agreed, however, that such credits may be used during the period of temporary employment if requested by the Employee and approved by the supervisor. Such requests shall not be unreasonably denied.
- (e) The Employee shall be able to use their accrued seniority for the following four (4) months 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. Provided that the probationary period has been completed prior to the bridging period, such Employees shall not be considered as probationary. The salary of such Employees shall be consistent with the terms of **Article 30.03 – Salaries**.
- (f) At the conclusion of a leave of absence under **Article 25 – Union Duty Leave**, an Employee shall be able to use their accrued seniority for the following four (4) months for the purpose of eligibility under **Article 12 – Job Posting**. In such a situation the terms of **Article 32.06(e)** shall apply.

**32.07 LIMITED TERM**

- (a) An Employee who works for a definite term or task that is expected to last more than twelve (12) months with a termination date anticipated at the completion of such term or task. The Employee shall receive formal notice of job closure as specified in the Employment Standards Act.
- (b) Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task. Upon completion of the assignment the Employee will be paid for any vacation earned but not taken.
- (c) The Employee shall not be entitled to the provisions of **Article 15 – Layoff and Recall**.
- (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 prorated 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 and Grant Days (**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**

- (a) A "Full-Time Grant Employee" is an Employee in an Organized Research Unit (ORU) who regularly works more than twenty-four (24) hours per week and whose employment is funded entirely by one (1) or more grants.
- (b) The Employee shall not be entitled to the provisions of **Article 15 – Layoff and Recall**. Where a Full-Time Grant Employee is terminated other than for cause, they shall only be entitled to termination and severance pay in accordance with the Employment Standards Act (Ontario). All remaining provisions of the Collective Agreement apply to Full-Time Grant Employees.
- (c) **Article 32.07(d)** of the Collective Agreement shall apply to Full-Time Grant Employees.
- (d) The Employee shall be entitled to the following on a prorated 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 and Grant Days (**Article 27**)

Sick Leave (**Article 19**)

Annual Vacations (**Article 28**)

## **ARTICLE 33 – General**

### **33.01 (a) EMPLOYEE FILES**

The Parties agree that the only official Employee File for each Employee is located in the Department of Human Resources and Employee Relations. Employees shall have the right, during normal business hours and on notice in writing to the Department of Human Resources and Employee Relations, to examine their file, and to make a copy of any document contained in that file. The Employee shall have the right to be accompanied by a Union Steward. Employees shall read any report concerning their work performance and shall initial such report to confirm that they have read it, before it may be placed in their file in the Department of Human Resources and Employee Relations. Employees may comment in writing upon any report on their own performance, and at the Employee's request such comment shall be initialed by a representative of the Department of Human

Resources and Employee Relations, with one (1) copy being returned to the Employee, and one (1) copy added to their file in the Department of Human Resources and Employee Relations.

**(b) MEDICAL FILES**

Any official Medical File for an Employee shall be maintained in a secure strictly confidential environment by Health, Safety & Employee Well-Being (HSEWB).

Employees shall have the right, during normal business hours and on notice in writing to HSEWB, to examine their Medical File at HSEWB and to obtain a copy of any medical document contained in it. The Employee shall have the right to be accompanied by a Union Steward. The Employee may comment in writing on medical documentation contained in their Medical File and such comment shall also be kept in the File.

**33.02 REPORTING CHANGES IN INFORMATION**

It shall be the Employees' responsibility to notify their supervisor and the Department of Human Resources and Employee Relations (Records Section) in writing or electronically within five (5) working days of any change in name, address, emergency contact or home phone number.

Employees shall also notify the Department of Human Resources and Employee Relations (Records Section) of any change in income tax or dependent status, insurance beneficiary or next-of-kin.

The Employer shall not be held liable for any losses suffered by an Employee resulting from failure to comply with this requirement.

**33.03 TUITION FEE WAIVER BENEFIT PROGRAM**

Employees, their spouse and eligible dependents shall be eligible to participate under the terms of 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 their duties, during off-work hours. These Employees shall also receive, upon proof of purchase, a replacement hand tool allowance of up to \$100.00 per person, per calendar year. Any unused portion of this allowance may not be accrued beyond two (2) consecutive calendar years.

**33.05 UNIFORMS**

Where the Employer requires an Employee to wear a uniform the cost and maintenance of that uniform shall be borne by the Employer.

**33.06 MILEAGE ALLOWANCE**

Employees shall be eligible under the terms of the Mileage Allowance Policy to be reimbursed according to the policy in effect at the time the expense was incurred.

### **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.

- (b) An Employee who is required to report to work on a day when the University has suspended operations due to inclement weather at the campus to which they must report will be compensated at a rate of one and one-half (1½) times the Employee's regular rate of pay, in addition to the Employee's normal pay for that time worked. This will bring the total compensation for the time worked to two and one-half (2½) times the Employee's regular rate of pay.

### **33.08 DAY CARE**

Employees whose regularly scheduled hours of work are greater than twenty-four (24) hours per week and with children attending the York University Day Care Centre shall be allowed up to four (4) hours a week, during normal working hours to perform their day care duties, provided that this time is made up by the Employee concerned at a time satisfactory to the supervisor.

### **33.09 ALL-CANDIDATES MEETING**

In the event that YusApuY deems it necessary to call a two (2) hour All-Candidates Meeting prior to the biennial General Elections, the Employer agrees to grant the necessary release time, paid by the Employer, to all nominees provided the Department of Human Resources and Employee Relations is advised of their names five (5) days in advance.

### **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 and four (4) persons in total) fourteen (14) hours of release time, paid by the Employer, during the nomination and elections period for its biennial election.

### **33.11 PARKING**

- (a) The Employer shall make every reasonable effort to ensure that adequate parking is available for its Employees.
- (b) Upon request by the Dean, Department Head or authorized representative, the Employer shall make every reasonable effort to provide Employees whose scheduled shift ends between 8:00 p.m. and 8:00 a.m. with a special parking permit which shall enable these Employees to park in a location near their work areas.
- (c) Requests for reserved parking shall be recorded on the appropriate waiting list in order of the date received. These waiting lists shall be posted, in public view, in the vicinity of the parking office, and shall be updated regularly. The lists shall identify all applicants and the date of their application for reserved parking. YusApuY shall also be provided with a copy of this list on a semi-annual basis.
- (d) The Employer shall provide copies of the parking regulations to all new Employees at the time of their orientation meeting and shall ensure that Employees given reasonable notice of any changes are in the regulations.

### **ARTICLE 34 – New Employee**

- 34.01 (a)**
  - (i) Unless the Parties agree, in writing, to an extension of the probationary period, all Employees who work greater than twenty-four (24) hours per week shall be considered probationary for a period of up to four (4) calendar months following date of appointment to the University.
  - (ii) Unless the Parties agree, in writing, to an extension of the probationary period, all Employees who work at least fourteen (14) and no more than twenty-four (24) hours per week shall be considered probationary for a period of up to seven (7) calendar months following date of appointment to the University.
  - (iii) In cases where the probationary Employee is absent for more than fifteen (15) working days, the probationary period shall be extended accordingly.
- (b) The termination of a probationary Employee during this period shall be at the discretion of the Employer based on reasonable standards of performance and suitability. Where practicable, Employees will have their progress discussed with them during this period and a Union Steward shall be present at such a meeting.
- (c) For any Employee who is in their probationary period prior to the ratification of the 2021-2024 Collective Agreement, the provisions of **Article 34** applicable to such an Employee shall be those as set out at **Article 34** of the 2018-2021 Collective Agreement.

**See Article 11 – Discipline and Discharge**

- 34.02** A new Employee hired after the date this Agreement is ratified shall have the option to join or not to join YusApuY. However, unless that Employee signs a Revocation of Membership Form, available in YusApuY's Office, within thirty (30) calendar days of the appointment date, that Employee shall be deemed to have become a member of YusApuY. Whether or not the new Employee signs a Revocation of Membership Form, an amount equal to monthly union dues and/or assessments shall be deducted from the Employee's salary and remitted to YusApuY according to **Article 6.02 – Union Membership**. Any Employees who had previously signed a Revocation Form shall continue to have an amount equal to monthly Union dues and/or assessments deducted from their salary and remitted to YusApuY.
- 34.03** The Employer shall issue a copy of this Agreement and a copy of the current Job Summary to new Employees at the time of their appointment.

### **ARTICLE 35 – Pre-Retirement**

- 35.01** An Employee who has attained age fifty-five (55), and has officially notified the Employer of their intended retirement date, will be entitled, in the final twelve (12) months prior to retirement, to one (1) day's leave with pay for each ten (10) days sick leave accumulation in excess of one hundred and twenty (120) days. Such leave will be to a maximum of five (5) days.
- 35.02** An Employee will be entitled to an extra week's vacation, once, to be taken prior to retirement where that Employee has either:
- (a)** attained the age of sixty (60) and where age plus service equals eighty (80); or
  - (b)** attained the age of fifty-five (55) and where age plus service equals eighty (80) and that Employee has officially notified the University of their intention to retire prior to age sixty (60).
- 35.03** The Employer agrees to provide YusApuY, quarterly, with a list of those Employees who have provided written notice of retirement to the Pension & Benefits Office of the Department of Human Resources during the previous quarter.

### **ARTICLE 36 – Correspondence**

- 36.01** Except where otherwise provided, official communications in the form of correspondence between the Employer and YusApuY shall be sent as follows:

To the Employer:

Director, Employee Relations  
Human Resources  
York University  
4700 Keele Street  
Toronto, Ontario  
M3J 1P3

To YusApuY:

President, YusApuY  
York University  
4700 Keele Street  
190 Albany Rd – 2<sup>nd</sup> Floor  
Toronto, Ontario  
M3J 1P3  
yusapuy@yusapuy.ca

### **ARTICLE 37 – Duration of Agreement**

This Agreement shall continue in force and effect until July 31, 2024 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.

### **ARTICLE 38 – Domestic/Sexual Violence Leave**

#### **38.01**

- (1) An Employee may request a leave when they or their child have experienced or been threatened with domestic or sexual violence.
- (2) Employees are entitled to a maximum of seventeen (17) weeks of Domestic/Sexual Violence Leave. During the first ten (10) days of leave the Employee will receive their regular pay.
- (3) Employees may request the leave through the Centre for Sexual Violence Response, Support and Education Office who will review the request in accordance with the provisions of the *Employment Standards Act* and York University Domestic and Sexual Violence Leave Standard Operating Procedure.

**SCHEDULE A**  
**YORK UNIVERSITY**  
**SALARY RATES**

Band	Code (see 30.03)	Effective August 1, 2021		Effective August 1, 2022		Effective August 1, 2023	
		Entry Rate (\$)	Job Rate (\$)	Entry Rate (\$)	Job Rate (\$)	Entry Rate (\$)	Job Rate (\$)
1	A	43,280	44,618	43,713	45,064	44,150	45,515
2	A	44,985	46,377	45,435	46,841	45,889	47,309
3	A	46,761	48,206	47,229	48,688	47,701	49,175
4	A	48,606	50,109	49,092	50,610	49,583	51,116
5	A	50,619	52,185	51,125	52,707	51,636	53,234
6	A	52,725	54,355	53,252	54,899	53,785	55,448
7	A	54,913	56,611	55,462	57,177	56,017	57,749
8	A	57,195	58,965	57,767	59,555	58,345	60,151
9	A	59,746	61,593	60,343	62,209	60,946	62,831
10	A	62,405	64,335	63,029	64,978	63,659	65,628
11	A	65,183	67,199	65,835	67,871	66,493	68,550
12	A	68,086	70,192	68,767	70,894	69,455	71,603
13	B	71,395	73,604	72,109	74,340	72,830	75,083
14	B	74,867	77,183	75,616	77,955	76,372	78,735
15	B	78,506	80,934	79,291	81,743	80,084	82,560
16	B	82,321	84,866	83,144	85,715	83,975	86,572
17	B	86,734	89,416	87,601	90,310	88,477	91,213
18	C	91,384	94,210	92,298	95,152	93,221	96,104
19	C	96,287	99,265	97,250	100,258	98,223	101,261
20	C	101,456	104,594	102,471	105,640	103,496	106,696
21	C	106,899	110,206	107,968	111,308	109,048	112,421





## APPENDIX A

### SECOND LANGUAGE TESTING – GLENDON

**PRINCIPLES:** The Employer's intention is to arrive at a point where all positions within the bargaining unit at Glendon would be filled by persons competent to perform their various duties in both of the official languages of Canada.

1. The degree of facility in the second language will be determined by means of tests set and administered by the Employer.
2. The test will consist of four (4) modules, as follows:

Module I:	Oral facility
Module II:	Typing from manuscript
Module III:	Written comprehension
Module IV:	Composition

### TESTING PROCEDURES

1. Tests will be based on the model devised by the Employer and mutually agreed upon by the Parties.
2. A single initial test will be held for all existing staff wishing to attempt it. Tests will also be held in case of hiring, promotion, or transfer for candidates applying for the bilingual position. In addition, there will be an annual test for such staff members who feel that they have improved their language skills sufficiently to pass the test. It is also understood that non-Glendon Employees shall also be provided with the opportunity to attempt such tests. Test results shall be placed in the Employee's Employee File at the request of the Employee.
3. Candidates who fail the test will have a right of appeal to the Executive Officer or designate.
4. In case of transfer or promotion, the candidates will be tested only for those modules (and levels, if applicable) required by the new position which they have not previously passed. It is understood that any Employee who passed modules prior to the introduction of levels is deemed to have passed at the most advanced level.
5. Exemptions may be granted from all or part of the test to candidates already holding proof of second language competence, for example, the Glendon Certificate of Bilingual Competence.

### GENERAL

The Employer agrees to continue its present practice with respect to Employees at Glendon College upgrading their skills in the second language.

## **APPENDIX B**

This applies only to Employees who worked at least twenty-four (24) hours per week.

### **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, 2024.

#### **Benefits**

##### **Hospital and Extended Health Care Plans**

Coverage includes:

- the difference in cost between public ward and semi-private or private room hospital accommodation;
- semi-private or private hospital accommodation coverage is limited to a maximum of one hundred and twenty (120) days per person per hospital stay;
- private duty nursing is subject to a lifetime maximum of one hundred and twenty (120) days per person;
- eligible expenses, such as prescription drugs, certain paramedical practitioners, services of a clinical psychologist, private duty nursing, medical supplies, and out of province physician's charges which exceed the amount covered by OHIP;
- the plan will cover prescription drugs not eligible for coverage through the Ontario Drug Benefit Plan;
- no lifetime maximum;
- reimbursement at 80% of expenses will be made;
- Vision Care – \$100.00 per year per family (\$450 per every two (2) years, per family effective August 1, 2022), including annual eye examinations to the extent not covered by OHIP;
- Hearing devices – maximum \$500/5 years (\$2000/5 years effective August 1, 2022).

The Health Care Plan will not pick up the coverage normally paid by OHIP or the Ontario Drug Benefit Plan if you choose to take permanent residence outside Ontario.

No Lifetime Maximum.

## **Dental Plan**

Coverage includes:

- covers 100% of recognized dental charges for basic services such as examination, X-rays, cleaning and scaling, amalgam silicate, acrylic or composite fillings, extractions, anesthesia, periodontal and endodontic services;
- covers 50% of the recognized fee for prosthetic and restorative services, such as complete or partial dentures, denture repairs, gold foil restorations, crowns, inlays and onlays;
- coverage for dentures will be conditional upon the loss of one or more natural teeth or to replace an existing denture which is more than five (5) years old and cannot be made serviceable;
- reimbursement will be based on the 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;
- reimbursement under the Dental Plan is limited to a maximum of \$1000.00 per person per year (\$2,000 per person per year effective August 1, 2023);
- coverage does not include orthodontic services.

## **TUITION FEE BENEFIT PROGRAM**

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

## **SURVIVOR'S BENEFITS**

A survivor of a deceased retiree shall have the option of remaining a member of the benefits plan by paying in full for their single coverage.

## **ELIGIBILITY**

Employees, their spouses and any dependent children are eligible for coverage if:

- the Employee was a member of Dental and/or the Hospital and Extended Health Care plans immediately before retirement;
- the Employee was a member of YusApuY immediately before retirement from the University;
- the Employee is in receipt of retirement pension from the York University Pension Plan;

- such pension becomes payable immediately following termination of employment with the Employer in accordance with the normal or early retirement provisions of the Employer's pension plan.

## **DEFINITIONS**

**Spouse** – A spouse includes a legally married spouse or a common-law spouse or partner.

**Dependent Children** – A dependent child includes any unmarried dependent under age twenty-one (21) or under age twenty-five (25) if the child is a full-time student. A physically or mentally disabled child is covered regardless of age, provided the child is dependent on the Employee for support.

### **II – Retirement Pre-July 1, 1987**

During the term of this Agreement the Employer agrees to provide benefits coverage, as outlined in **Appendix 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, 2021 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, 2022 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, 2023 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.

No later than thirty (30) working days after the start of each fiscal year the Employer shall advise YusApuY of the total amount of funds available; the current number of eligible bargaining unit members; and the annual maximum amount available for reimbursement to each eligible bargaining unit member for that fiscal year.

It is agreed that the Parties shall meet during May of each year to review the usage of this benefit.

**APPENDIX C**  
**HEALTH AND SAFETY COMMITTEE STRUCTURE**

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

1. The Employer shall maintain a Health and Safety Executive Council (HSEC);
  - a) At least one of the YusApuY members who sit on HSEC shall be certified under the *Occupational Health and Safety Act* (the "OHSA").
  - b) All time spent by YusApuY members on the Health and Safety Executive Council in relation to their attendance at HSEC meetings or in activities relating to the function of the HSEC prescribed by the terms of reference or contained in this Appendix 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 HSEC is administered, the relationship between the HSEC and JHSCs, the manner in which the HSEC will reach decisions and make recommendations, and the Employer's obligations to respond to the HSEC.
2. The Employer shall maintain Joint Health and Safety Committees (JHSCs) sufficient to support the workplace as determined pursuant to the multi-party restructuring discussions outlined above.
3. The HSEC shall determine which area of the workplace each JHSC covers.
4. The structure of the JHSCs shall be in accordance with OHSA and the Collective Agreement.
5. The HSEC 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 (1) member and be fairly represented on each JHSC which represents workers in YusApuY. Each JHSC may make recommendations to the HSEC 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 HSEC 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 HSEC, Alternates 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 (1) 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 another worker member from the JHSC is unavailable, a certified worker member from another 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 and 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 HSEC 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 or Alternate if the JHSC member is not available, 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 HSEC and JHSCs one (1) week in advance.
20. The development, adoption and implementation of Terms of Reference shall be done in accordance with the OHSA.



## **LETTER OF INTENT – JOB SUMMARIES**

Incumbent Employees 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 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 Employees for certain 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.

The process for doing so is as follows:

1. The Employer will contact YusApuY to identify the position where there is market based anomaly;
2. The Parties will meet as soon as possible to discuss the issue;
3. Prior to the meeting, the Employer will provide YusApuY documentation such as advertisements, any unfilled postings, results of research on market salary relating to the position;
4. The Parties will discuss whether or not to make adjustments to the salary, and whether and how to advertise the position and the length of the temporary term of the adjustment;
5. The Parties will also meet to discuss any broader implications arising from any such adjustment, including, but not limited to, pay equity. If the Parties agree it is required in the circumstances, they may reach agreement on a compensation exclusion under Section 8 (1) (e) of the Pay Equity Act;
6. If the Parties' agreement regarding an adjustment to salary relates to a multi-incumbent position, the adjustment shall be applied to all incumbents;
7. Any dispute will be sent promptly for mediation with a mutually agreed upon person knowledgeable about job evaluation and the Pay Equity Act. Each Party shall bear its own cost of mediation. The fees and expenses of the mediator shall be shared equally by the Parties.

## **LETTER OF INTENT – PAY FREQUENCY**

It is the current practice of the University to pay on a monthly basis. There will be no change to the pay frequency without a ratification vote by the YusApuY membership.

## **LETTER OF UNDERSTANDING – CENTRE FOR STAFF DEVELOPMENT & TECHNICAL LEARNING**

The Employer agrees to maintain the Centre for Staff Development and Technical Learning as a full-time staff training facility and to maintain the hardware and software used for training to standards that allow for training on commonly used applications software.

The Employer also agrees to allocate sufficient funds to operate the Centre for Staff Development and Technical Learning including salaries of the Senior Instructional Design and LMS Administrator and Employee Learning and Instructional Designer plus the normal costs of operating an office.

It is agreed that funds for the provision of training courses (instructor(s), course materials and other course-related costs as appropriate) shall be provided through the current resources allocated under **Articles 17.02** and **17.03 – Training** and/or funds carried forward from **Articles 17.02** and **17.03 – Training** under the previous Collective Agreement.

During the life of the 2021-2024 Collective Agreement, the Employer through Human Resources/the Employee Learning and Development team shall provide career development training (e.g., interview skills, resume and cover letter writing) in formats as determined by the Employer. Alternatively, the Parties may, by mutual agreement, provide such training in accordance with Article 17.02.

## **LETTER OF UNDERSTANDING – DISABILITY AND RETURN TO WORK**

The Parties agree that there shall be a Joint Work Accommodation Committee that will address issues about work accommodation, rehabilitation, return to work and Long Term Disability (LTD).

The terms of reference for the Committee will be, but are not limited to:

- The Committee shall consist of three (3) representatives of the Employer and three (3) representatives of YusApuY. The Employers representatives shall consist of one (1) representative from HSEWB, one (1) person designated by the AVP, Department of Human Resources and Employee Relations and one (1) other representative of management. Other individuals and resources may be brought to meetings as the Committee shall determine necessary.
- Meeting on a monthly basis commencing within sixty (60) days of ratification of the Collective Agreement.
- Develop a set of guidelines and principles which would facilitate an Employee's ability to remain at or return to work, including the obligation of the Employer, YusApuY and the Employee to cooperate in the accommodation process.
- Ensure a consistent approach for all Employees while recognizing individual circumstances.
- Focus on the capabilities of Employees and endeavour to accommodate their restrictions.
- Discuss the work restrictions and limitations information provided to and by physicians and other health care providers.
- Improve and specify the procedures for communications between YusApuY and the Employer in disability matters.
- Recommend communications that should be issued to Employees and to the Employer's managers with responsibility for YusApuY members regarding the obligation to involve YusApuY in the accommodation process and regarding Employee's and the Employer's obligations.
- And any other issues pertaining to Disability and Return to Work that may arise.

## **LETTER OF UNDERSTANDING – EQUITY, DIVERSITY, AND INCLUSION (EDI) COMMITTEE**

1. The Union and the Employer agree to maintain an EDI Committee, which will consist of three representatives of each party; an effort will be made by the Parties to ensure diverse representation by members of equity seeking groups on the Committee. A representative of each party shall be designated as joint Co-Chairs. By mutual agreement of the Parties, the Committee may invite additional participant(s) to attend a meeting in order to respond to questions or provide their expertise as it pertains to an agenda item. Each Party may designate up to one (1) additional person on the Committee whose role shall be to support that Party's representatives on the Committee.
2. The Committee will meet quarterly on dates as mutually agreed to by the Co-Chairs.
3. The Committee's mandate will be to make recommendations to the Union and the Employer through the Labour/Management Committee (LMC) with respect to:
  - (a) The elimination of systemic barriers to equity group members, in order to allow for equitable opportunities for entry into and advancement within the bargaining unit, and for training opportunities.
  - (b) The Pursuit of equity group representation (as determined by Internal Self-identification representation data) in the bargaining unit that is consistent with External Availability Data.

#### **4. Definitions:**

- (a) Internal Self-identification Representation Data: refers to the self-identification data collected via self-identification surveys of current Employees conducted by the Employer.
- (b) External Availability Data: refers to the most recent Statistics Canada data for Federal Contractors Program Equity Groups applicable to occupations in the bargaining unit.
- (c) Federal Contractor Program (FCP) Equity Groups: refers to women, racialized groups (visible minorities), Indigenous peoples (Aboriginal peoples), and persons with disabilities; and
- (d) 2SLGBTQ+: The parties have defined 2SLGBTQ+ as an Equity Group in this LOU and wish to eliminate any systemic barriers to allow for equitable employment opportunities within the bargaining unit for this Equity Group. The inclusion of 2SLGBTQ+ as an Equity Group will not interfere with the Employer's Federal Contractor Program obligations.

2SLGBTQ+ encompasses individuals who self-identify based on sexual orientation, gender identity and/or gender expressions, including two-spirit, lesbian, gay, bisexual, transgender, trans, genderqueer, non-binary, questioning. This more detailed articulation is reflected in the University's self-identification survey as of November 24, 2021.

#### **5. Data:**

The Employer, on an annual basis, will provide to the Committee, the equity data that it has

available with respect to the bargaining unit, using the definitions set out above as a guide.

**6. Reporting:**

The Committee will report on its activities to the Labour/Management Committee, no less than once every year, more frequently as mutually agreed to by the Co-Chairs.

## **LETTER OF UNDERSTANDING – EXTRA HOURS OF WORK AGREEMENT**

In accordance with Section 17 of the Employment Standards Act, 2000 (“Act”), the Parties agree as follows:

The Union agrees on behalf of each Employee in the bargaining unit that the Employer may permit the Employee to work beyond their regular work day to the maximum allowed by the Act and beyond forty-eight (48) hours per week to a maximum of sixty (60) hours per week.

However, scheduling of extra hours still must be in accordance with the overtime provisions of the Collective Agreement.

The Parties agree that this agreement will remain in effect for the duration of the collective agreement except with the Parties’ mutual consent or a change in legislation.

The work week, for the purpose of calculating extra hours of work, will be considered to be from Sunday to Saturday.



**LETTER OF UNDERSTANDING – FORM TO IDENTIFY CHANGES TO A JOB  
EVALUATION QUESTIONNAIRE**

1. Whereas the idea of such a Form as noted above was discussed in 2021-2022 collective bargaining between the Parties and mutual interest was expressed in such a Form;
2. Now Therefore, the Parties agree that during the life of the 2021-2024 Collective Agreement, the Parties will meet to discuss the potential use and development of such a Form, the purpose of which is to enable the user to identify those sections of an existing Job Evaluation Questionnaire (JEQ) that have significantly changed, rather than requiring the completion of a new JEQ.
3. Such a Form would be appended to an existing JEQ.
4. This Letter of Understanding and discussions arising from are without prejudice and without precedent.

## **LETTER OF UNDERSTANDING – HYBRID WORK**

Whereas the University has implemented a Hybrid Work Policy and related Procedure (collectively referred to as the “Policy”) effective September 1, 2022, that among other Employees, will apply to Employees in the YusApuY-Unit 1 bargaining unit;

Now therefore the parties agree as follows:

- (1) Hybrid work is defined in the Policy.
- (2) The University will assess Hybrid Work Arrangements and requests for same reasonably having regard to the Policy.
- (3) If the University intends to make any changes to the Policy, YusApuY will be provided with no less than one (1) month notice of the potential change and the targeted date of such a change, and such potential change will be discussed with YusApuY.
- (4) When the University is assessing its duty to accommodate to the point of undue hardship, it is recognized that Hybrid Work Arrangements (including remote work) may be one form of such an accommodation.

**LETTER OF UNDERSTANDING – JOB CLOSURES NOVEMBER 1<sup>ST</sup> TO JANUARY  
15<sup>TH</sup>**

The Parties agree and acknowledge that wherever possible job closures will be kept to a minimum. In the event of a job closure between November 1<sup>st</sup> to January 15<sup>th</sup>, the Parties agree to meet to discuss possible alternatives to a closure during this period and/or the notice period.

## **LETTER OF UNDERSTANDING – LONG TERM DISABILITY INSURANCE**

The Employer agrees, effective January 1, 1992, to maintain a "shadow" salary for Employees receiving Long Term Disability benefits, and to make such additional contributions to the York University Pension Plan, on behalf of that Employee. Contributions to the Pension Plan will be at the level of contributions required by the Employer and the Employee for the level of such "shadow" salary.

Effective January 1, 1992 "shadow" salary shall mean the base salary of the Employee at the time of commencement of Long Term Disability, increased annually to the lesser of the negotiated increase to Job Rate or the Toronto CPI average for the preceding twelve (12) month period ending August 31. The use of the "shadow" salary shall be solely for the purpose of pension calculations for persons who receive payments from the Long Term Disability Plan and does not pertain to any other clause in the Collective Agreement.

The "shadow" salary for those Employees who commenced LTD benefits on or before August 31, 1991 shall be set at the Job Rate effective 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.

At retirement, Final Average earnings shall be based upon the annual "shadow" salary established, and the Employee shall be credited for Pension Plan purposes with a full year of service for each year for which Pension Plan contributions are made on the "shadow" salary.

## **LETTER OF UNDERSTANDING – OVERTIME AVERAGING AGREEMENT FOR RECRUITMENT OFFICERS**

1. The normal hours of work for Recruitment Officers shall be as described in the current job posting/job summary, as amended in accordance with the Collective Agreement (and this LOU). However, during periods of international and domestic travel, flexibility with respect to working hours is required from the Recruitment Officers and that, with proper notice, the hours of work may be adjusted for the averaging period described in paragraph 5.
2. York will schedule the hours of work of the Recruitment Officers at least fourteen (14) days in advance.
3. York may schedule hours of work of Recruitment Officers with less than fourteen (14) days' notice because of:
  - (a) Injury or illness of a Recruitment Officer; and
  - (b) Trips that are organized on less than fourteen (14) days' notice.
4. Where the circumstances referred to in paragraph 3 arises, York will do the following to meet operational requirements:
  - (a) First, York will solicit volunteers from amongst the Recruitment Officers within the relevant Department who service the applicable market where the work is required. If a volunteer accepts, their hours of work will be revised accordingly; and
  - (b) If there are no volunteers, York will assign the Recruitment Officer with the least seniority within the relevant Department, who services the specific market. Such Recruitment Officers will have their hours of work revised accordingly.
5. Overtime for Recruitment Officers will be calculated on the basis of the average number of hours in each week in the averaging period rather than the actual number of hours worked each day or week. The averaging period is a two-week period commencing on January 9, 2022.
6. The parties agree that this Letter of Understanding is an averaging agreement and complies fully with the *Employment Standards Act, 2000*.

## **LETTER OF UNDERSTANDING – PILOT PROJECT: ARBITRATION FOR JOB EVALUATION**

For the period from the ratification of the 2021-24 Collective Agreement, and for the term of this agreement, including the statutory freeze period, or such other later date as may be mutually agreed to between the Parties, where a Joint Appeals Committee does not reach consensus per **Article 14.08(g)(iv)**, the matter that is subject of a non-consensus may be arbitrated as set out below. Further, for the same period referenced above, where a second Joint Job Evaluation Committee (JJEC) does not reach consensus per **Article 14.06(f)**, the matter that is subject of a non-consensus may be arbitrate as set out below by the mutual agreement of the Parties (failing such mutual agreement, the normal referral to the **Article 14.08** appeals process shall prevail).

Any matter which is referred to arbitration in accordance with the paragraph above prior to the conclusion of the Pilot Project shall be determined using the arbitration process set out below.

### **Arbitration Process**

1. Within twenty (20) working days of:
  - a. The Joint Appeals Committee not reaching consensus as per **Article 14.08(g)(iv)**, the Parties will refer the matter to arbitration.
  - b. A JJEC not reaching consensus per **Article 14.06(f)**, the Parties may refer the matter to Arbitration by mutual agreement. If not referred to arbitration, the normal referral to the **Article 14.08** appeal process shall prevail.
2. Any outstanding disputes that have been referred to arbitration as per **Paragraph 1**, will be referred to one of the following arbitrators who shall be asked to sit on a rotational basis:
  - a. Laura Trachuk
  - b. Christ Albertyn
  - c. Elizabeth McIntyre
3. The appointed Arbitrators shall have the powers as set out under the *Labour Relations Act* and the arbitration hearings will be conducted in the same manner as grievances referred to arbitration pursuant to the Collective Agreement.
4. A Joint Book of Documents (JBOD) will be provided to the Arbitrator six (6) weeks prior to the scheduled arbitration hearing which Book shall include the following:
  - a. The York-YusApuY Job Evaluation Plan;
  - b. The completed Statement of Significant Change Form for the position/job class being arbitrated, the completed Job Evaluation Questionnaire, organization chart, designated manager comments (if applicable), and when on file, the previous Job Evaluation Questionnaire and evaluation results, organizational chart and Job Summary, where applicable.

5. Six (6) weeks before the scheduled arbitration hearing the parties will exchange their respective written briefs on the outstanding issues, with copies provided to the Arbitrator. For clarity, briefs may include witness statements, if any.
6. In their respective briefs, the Parties will identify the documentation upon which they intend to rely and will append any documentation not already in the JBOD required in **Paragraph 4**, above.
7. Two (2) weeks prior to the commencement of the first scheduled day of hearing, the Parties will exchange their reply briefs in response to each other's briefs, providing copies to the Arbitrator at the same time.
8. No written submission, documentation or materials can be considered at the hearing that have not been provided by the Parties in conformity with the process set out above.
9. The Arbitrator shall issue a written decision as soon as possible after the conclusion of the hearing.
10. Notwithstanding **Article 14.09**, if a matter that is subject of a non-consensus is referred to arbitration, the retroactive pay shall not be finalized until the Arbitrator issues a binding decision.

#### **Jurisdiction of the Arbitrator**

1. The appointed Arbitrators shall have no jurisdiction to amend the Job Evaluation System, the Job Evaluation Process as set out at **Article 14**, or any agreed upon job classes and/or ratings.
2. The Arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding disputes referred to them, including all procedural issues to ensure a fair hearing, including whether cross-examination on the witness statements is appropriate in the circumstances. The Arbitrator may establish a schedule limiting the time available for oral submissions with respect to each dispute at the arbitration hearing.
3. The Arbitrator shall make their decision having regard to and in accordance with the requirements of the Collective Agreement, the Job Evaluation System, and applicable legislation, and may consider the Parties' agreed-upon ratings and rationales for other bargaining unit positions and sub-factors that are not in dispute.
4. The appointed Arbitrator will be expected to render a final and binding decision. The subfactor ratings determined by the Arbitrator shall be final and binding on the Parties and on any employees involved or affected by the decision and may be relied upon by either Party in subsequent rating deliberations. However, the arbitration award shall be considered non-precedential and nonbinding on other cases. Employee names will be anonymized in these awards.
5. The Parties shall share equally the fees and expenses of the appointed Arbitrator.

## **LETTER OF UNDERSTANDING – POST RETIREMENT BENEFITS**

The Employer agrees to continue the post retirement benefits coverage as outlined, in **Appendix B – Post Retirement Benefits**, for the duration of the collective agreement.

The Employer will not automatically cover the cost of services or products covered under government programs (Ontario Drug Benefit Plan and Ontario Health Insurance Plan), even in the event that coverage of services or products are modified in any way, suspended or discontinued.



## **LETTER OF UNDERSTANDING – PRE-CLOSURES**

In a unit, prior to a decision being reached to close an occupied YusApuY position, the Employer will consider the following options:

1. Using attrition including closing existent vacant positions and vacancies created by retirements;
2. Review overtime hours and patterns;
3. Reduction in YusApuY temporary, limited term, part-time positions, YusApuY Unit 2 positions, and work/study positions.

This review is not intended to include Employees within other Employee groups.

**LETTER OF UNDERSTANDING – PROTOCOL FOR RECOVERY OF SALARY  
OVER-PAYMENTS**

The Parties agree that the terms of the Memorandum of Settlement they entered into on July 13, 2013 establishing this Protocol shall be continued for the term of this Agreement, subject to the right of the Parties to amend it any time by mutual agreement.

## LETTER OF UNDERSTANDING – STEWARD TRAINING

The Employer and the Union (the “Parties”) acknowledge that labour relations between the Parties is enhanced when Union representatives are well-trained, professional and competent in representing the Employees in the bargaining unit.

Acknowledging that hands-on training is an effective form of training Union representatives, the Employer agrees to allow the Union to have representatives who are “in training” (“trainees”) to attend meetings with a representative designated by the Union (“senior representative”). Such meetings include but are not limited to meetings held pursuant to **Articles 7.07(b) & (c), 8.02, and 11.01** of the collective agreement, attendance management meetings, return to work meetings, and workplace accommodations meetings.

Where the Union intends to send a trainee to a meeting, the following applies:

1. Where the Collective Agreement provides for a single Union representative, the Union shall designate either the trainee or the senior representative to act as the Union representative in the meeting. The other Union representative shall limit their role to observing the meeting. Further, no such meeting shall be delayed or declined due to the unavailability of a second Union representative.
2. When making arrangements, but in any event at least 24 hours prior to the start of the meeting, the Union shall provide the name of the trainee and the role the trainee will perform in the meeting (being either the lead Union representative or the observer).
3. The Employer shall provide the trainee with release time, with pay, to attend the meeting, subject to **Article 7.02**.
4. The Union shall provide the Employer with a list, as per this Letter of Understanding, of the current stewards who require training and further lists, from time to time hereafter, of new stewards who will receive training pursuant to this agreement. Such training meetings shall be limited to four (4) meetings per trainee and there shall be no more than ten (10) trainees actively participating in this training process at any one time.
5. The manager who will conduct the meeting shall advise the Union if it would be inappropriate due to unusual or exceptional circumstances for a trainee to attend, with the reasons why. Permission to attend shall not be unreasonably withheld.
6. It is understood and agreed that all Parties’ representatives who are engaged in this process will conduct themselves in a professional manner.
7. This Letter of Understanding will be in effect for the life of the 2021-2024 Collective Agreement.

## **LETTER OF UNDERSTANDING – TUITION FEE WAIVER**

The Employer shall notify YusApuY in the event the Employer enters into any bilateral discussions with any other post-secondary institution(s) concerning reciprocal tuition fee waivers. The Employer undertakes to include in the discussion that YusApuY staff will be eligible to participate in such arrangements.

### **LETTER OF UNDERSTANDING - WAGE REOPENER**

The Parties hereby understand and agree that in the event that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* ("Bill 124") is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to July 31, 2024), the Parties agree to re-negotiate the portions of those salary and compensation provisions of this Collective Agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer's financial position.

This Letter of Understanding will expire on July 31, 2024.

In witness whereof each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives.

YORK UNIVERSITY

YORK UNIVERSITY STAFF ASSOCIATION/  
ASSOCIATION DU PERSONNEL DE L'UNIVERSITÉ

D. BRADSHAW

S. DAY

Y. SLUCHENKOV

S. FARQUHAR

S. DAVIDSON-ASHFIELD

L. MAR

K. GORDON

W. HOLLINGSHEAD

D. MONTANERA-BOJDA

B. WHITWELL

C. ABLACK

Z. MOSES

D. IRVINE

E. STANILAND

L. TOMASSI

Z. SHAMSELARIJANI

P. ELLIOTT

C. FROSST

J. ROP

M. VERRILLI

Dated this 1<sup>st</sup> day of July 2022 in Toronto, Ontario.

Ratified on the 8<sup>th</sup> day of July, 2022 in Toronto, Ontario at York University.

2021

2022



**2023**

2024

## Notes

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