

COLLECTIVE AGREEMENT

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

2011 - 2014

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Effective Dates:

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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 supervisory or managerial staff or work-study students 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/grade/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, 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 his or her 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 Office of the Ombudsperson and Centre for Human Rights, the time restrictions for filing a grievance as it pertains to the complaint will be considered suspended throughout the processing of the complaint by the Office of the Ombudsperson and Centre for Human Rights.

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 both printed and electronic form.
- 6.03** YusApuY shall be advised on the last day of each month of all persons hired, changes in classification (including temporary promotions), transfers between departments, terminations, addresses and sex of new persons hired, changes of names, addresses and retirements from the previous month. This list will also include the individuals' band level, regular salary and total compensation paid for work in the bargaining unit. The list shall be provided in both printed and electronic form.
- 6.04** Every three (3) months YusApuY will be provided with a complete and accurate list of all YusApuY members' departmental offices, departmental phone numbers, residence addresses and phone numbers as most recently provided to the Employer. This shall commence with a list as of October 1, 2011. The list shall be provided in both printed and 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. This shall commence with a list as of October 1, 2011. The list shall be provided in both printed and 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 committees mentioned in this Agreement.

- 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-hour lunch period four (4) times during the period August 1, 2011 to July 31, 2014 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-hour lunch periods during the period August 1, 2011 to July 31, 2014 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 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 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.
- 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.
- (d)** YusApuY and the Employer agree to a mediation process to assist in resolving differences or disputes arising between the Parties based upon the following understanding:
- (i)** Mediation can be used at any step during the Complaints/Grievances process.
 - (ii)** The Employer and YusApuY must agree to use mediation.
 - (iii)** The Employer and YusApuY must agree on the specific mediator.
 - (iv)** The costs of the mediation shall be borne equally by the Employer and YusApuY.
 - (v)** Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the Parties.
 - (vi)** If a mutually acceptable resolution is not reached, the grievance will proceed to the next step in the Complaints/Grievances and Arbitration Process.

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 Chair of the Grievance Committee or designated representative. The Employee Relations Representative and the appropriate management representatives shall meet to discuss the grievance with the Grievor, a Union Officer and other appropriate Union representatives. The **Step 2** meeting shall be held within thirty (30) working days of the filing of the **Step 2** grievance unless the parties agree otherwise. The Employer's written **Step 2** reply shall be given no later than five (5) working days following the **Step 2** meeting.
- 8.05** If a grievance is not settled at **Step 2**, it may be taken to Arbitration as provided for in **Article 9 - Mediation/Arbitration**.
- 8.06** 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.
- 8.07** 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.
- 8.08** 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.
- 8.09** 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.

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

ARTICLE 9 - Mediation/Arbitration

- 9.01** The Parties agree to develop a list of mutually agreed upon mediators. The Parties may agree to seek the assistance of a mediator from this list prior to an arbitration hearing.
- 9.02** The Parties have developed a list of mutually agreed upon arbitrators, which may be reviewed annually at the request of either Party. If the Parties are unable to agree on changes to the "Agreed Upon List", no changes shall be made during the term of the collective agreement. The "Agreed Upon List" is set out in a separate Memorandum of Agreement.
- 9.03** If a grievance is not settled at **Step 2**, it may be taken to arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by the grieving Party and given to the responding Party (in accordance with **Article 35**) no later than fifteen (15) working days following receipt of the **Step 2** response.
- 9.04** Cases referred to arbitration shall be assigned to the arbitrators on the "Agreed Upon List" by mutual agreement of the Parties. Such assignment shall take place within ten (10) working days following the grieving Party's notice that the matter shall be referred to arbitration.

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

- 9.05** Notwithstanding **Article 9.04**, the Parties may agree to refer a grievance to a three-person Board of Arbitration. If the Party referring a grievance to arbitration proposes this, the written notice shall contain the name and address of that Party's appointee to the board. The responding Party shall advise whether it is in agreement with the appointment of a three-person Board of Arbitration and if so, shall provide the name and address of its appointee to the board no later than ten (10) working days following receipt of the referring Party's written notice. The two (2) appointees shall, within ten (10) working days, select an impartial Chair who may or may not be on the list referenced in **Article 9.02**. 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 **Article 9.04**.
- 9.06** If a matter is to proceed to an arbitrator on the list described in **Article 9.02** the matter will proceed as follows:

- i) at the time of the referral to arbitration the grieving Party shall notify the other Party of its proposed selection of the arbitrator from the list and estimated number of days required to present its case;
- ii) the Parties will cooperate to schedule enough dates to have the grievance heard and determined by an arbitrator from the list within a reasonable period of time.

9.07 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.

- 9.08 (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 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 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, shall continue to accrue their applicable seniority for the entire sick 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, Adoption and Paternity 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, grade or band, campus address, department/faculty, and position title of each bargaining unit member. The seniority list shall be provided in both printed and electronic form.

ARTICLE 11 - Discipline and Discharge

- 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 authorized recruitment requests no later than ten (10) working days after such requests are received by the Department of Human Resources and Employee Relations. 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 the receipt of such request, 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 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 three (3) times per week Monday, Wednesday, and Friday, with the exception of statutory holidays and the break defined in **Article 27.07 - Paid Holidays**, by each of the following methods:
 - (i) Post on the job posting board located in the Department of Human Resources and Employee Relations at Glendon campus.
 - (ii) Post on the Internet via the York University Home Page.

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

- (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 will be available in the Department of Human Resources and Employee Relations coincident with the posting. Job Summaries for Glendon postings shall be available at the Glendon campus. Job Summaries for other postings will be available upon request.

- (d) Employees applying for a position shall submit an application package. A complete application package shall consist of the following material:
 - (i) An application form (available in the Department of Human Resources and Employee Relations, at the Glendon campus and via the York University Home Page) completed and signed by the Employee; and
 - (ii) a résumé; and
 - (iii) a covering 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's application must be submitted by the posted deadline date, which is five (5) working days following the first day of posting.
- (g) Employees may file their application electronically. Employees may also authorize YusApuY to submit an application 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 the following methods:
 - (i) By self receipt/acknowledgment when using electronic submission.
 - (ii) By delivering an application package in person and having it date-stamped by the Department of Human Resources and Employee Relations.
 - (iii) If mailed, by phoning the Department of Human Resources and Employee Relations for verbal confirmation.
- (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 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 re-post 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 re-post 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 offered the position.
- (o) A Job Posting Summary shall be sent to YusApuY, by electronic mail or in writing, no later than five (5) working days following a decision being made. This notice shall contain the location of the applicable position, the name, seniority date and current band of all bargaining unit applicants, together with the notation and start date of the successful applicant, or the intention of the Employer to re-post 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 the 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 or in writing, 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 endeavor 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 re-posted 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.
- 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 and Employee Relations, 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 being filled then the Employer shall reconsider the original qualified internal applicants under the following circumstances:
- (i)** The selected applicant fails to start on the appointed date, without providing a reasonable explanation; or
 - (ii)** the selected applicant leaves or fails to complete the trial period successfully **{Article 12.05 (a)}** or
 - (iii)** the selected applicant fails to complete the probationary period successfully **(Article 34.01 - New Employees)**.

- (b) The original internal applicants shall be notified of the intention to reopen the selection process and will have the opportunity to update their original application package. YusApuY shall be notified, by electronic mail or in writing, that the Employer has reopened the selection process no later than five (5) working days following the position becoming vacant. YusApuY shall also be notified of the selection of an internal applicant; consistent with the provisions of **Article 12.02 (o)**, or that the Employer intends to repost the position.
- (c) Where an external applicant has been the successful candidate and fails to start on the appointed date, or leaves within thirty (30) working days, with the agreement of the Parties, the Employer may reconsider other original external applicants only where no 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.

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 **Article 15 - Layoff and Recall**, for an explanation of this process.

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 Duties Form (TDF) 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 TDF 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 twelve (12) consecutive months.
- (e)** A summary of all Temporary Assignments including the reason for the TDF shall be forwarded to the YusApuY office on a monthly basis. The summary shall be forwarded in written and/or 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 and Employee Relations.

14.03 JOINT JOB EVALUATION AND APPEALS COMMITTEES

- (a) A Joint Job Evaluation Committee shall consist of two YusApuY representatives and two Employer representatives. A Joint Appeals Committee shall consist of one YusApuY representative and one Employer representative.
- (b) Each party shall provide the other with written notification designating their respective representatives. 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 Appeal 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.

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 the 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.

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 two (2) months 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 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.
 - (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 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-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 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 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. 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) 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 and Employee Relations 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 either the rating or appeals queue, will have their questionnaire moved to the top of the respective queue in order to establish a final rating for the Employee's current position prior to choosing one of the options as outlined in **Articles 15.05** and **15.06**.
- (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 and Employee Relations will give Employees with six 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, seven or eight years of seniority will receive six months' notice;
 - (ii) An employee with nine or more years of seniority will receive twelve 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.
- (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 and Employee Relations 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).

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 lay-off 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 - Lay-off Due to Job Closure

- (a) Upon receipt of advisory notice of a job closure, the affected Employee will choose one 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 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 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.

- (c) For the purposes of **Article 15.04 (a) (ii)** above, the Job Posting procedures, as outlined in **Article 12 - Job Posting**, will be suspended for those positions at the applicable band, and in the same employment category, as defined in **Article 32 - Employment Category** for a period of five (5) working days from the date the Employee informed the Employer of the election of the priority placement.

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 pro-rated 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 Recruitment Unit within the Department of Human Resources and Employee Relations 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 he/she 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) During the placement, an Employee will be considered qualified where a training period of twenty (20) 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.
- (e) 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

- (f) 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**).
- (g) 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.
- (h) 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 Employee Relations 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) For the first two-thirds of the Employee's notice period, the Employer will attempt to place an Employee in a vacant position, in accordance with the priority placement procedure set out in **Article 15.08 (b and c)**. If the Employer is unable to place the Employee by priority placement, the Employee may commence bumping procedures for the remaining one-third of the Employee's notice period.
- (c) 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**).
- (d) 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**).

- (e) 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 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 pro-rated 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 LAY-OFF 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 will be entitled to participate under the terms of the Academic 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 be terminated.

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) 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 and Employee Relations 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 in writing or electronically, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification will be given at least three months before such introduction.
- 16.04** This written or electronic notice shall provide such relevant information as is available to the Employer at the time of notification. It shall contain pertinent data including:
- (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 Programme and/or the Microcomputer 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).
- (b) Employees may request to learn new skills that are not required in their current position but are offered through the Staff Development Office, Department of Human Resources and Employee Relations. 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 Programme Committee, which shall include up to three (3) persons from the bargaining unit appointed by YusApuY, and up to three (3) representatives of the Employer. The mandate of this Committee, which shall be jointly chaired, shall include, but shall not be restricted to, the development, implementation and evaluation of individual and/or group programmes for members of the bargaining unit. The Employer shall allocate \$50,000 during the period of August 1, 2012 to July 31, 2013, **and**

a further \$100,000 during the period of August 1, 2013 to July 31, 2014 to meet agreed-upon objectives.

For guidelines and application forms please refer to YusApuY External Development Fund:
http://www.yorku.ca/hr/documents/YUSA_External_Development_Form.pdf

an itemized invoice. In addition, the Parties may agree to offer programmes for the benefit of YusApuY bargaining unit members from any accumulated surplus in the fund.

17.04 Unused funds allocated under **Article 17.02** and **Article 17.03** above shall be carried over into the appropriate current fiscal years.

ARTICLE 18 - Health and Safety

Please refer to the following Appendices of the Collective Agreement:

1. Appendix B - Ergonomic Standards
2. Appendix D - Guidelines for the Structure and Function of the YusApuY Joint Occupational Health and Safety Committee

You may also refer to the following documents:

1. Ontario Occupational Health and Safety Act –
<http://www.e-laws.gov.on.ca/html/statutes/english>
2. York University Occupational Health and Safety Policy
http://www.yorku.ca/secretariat/legislation/u_pol/health.htm

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 endeavors 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.

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 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 Act, to:
- (i) be informed about hazards in the workplace,
 - (ii) participate in health and safety committees,
 - (iii) be provided with appropriate training,
 - (iv) be consulted and have input,
 - (v) receive fair representation by a worker member of the YusApuY Joint Health and Safety Committee and;
 - (vi) the right to refuse unsafe work.
- (e) The Employer agrees to continue education on safety and security procedures for Employees.

18.03 The Employer shall review and update, at least, annually the York University Occupational Health and Safety Policy with input from the YusApuY Joint Health and Safety Committee.

18.04 The YusApuY Joint Health and Safety Committee shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.

18.05 The Employer will grant, up to a total number of eighteen (18) days per contract year, time off with pay for current members of the YusApuY Joint Health and Safety Committee 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.

18.06 (a) Incidents and accidents that occur at the workplace shall be reported and investigated in accordance with the York University Accident Investigation program. Copies of the Supervisor's Accident Investigation Report will be sent to the

YusApuY Joint Health and Safety Committee, the Employee Well Being Office and YusApuY.

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

18.07 The workplace shall be inspected in accordance with the Act as outlined in Appendix D (4).

18.08 (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 YusApuY Joint Health and Safety Committee of testing dates to allow a worker member of the YusApuY Joint Health and Safety Committee to be present when the tests are performed and to inform the affected employee(s) of the results.

18.09 Personal Protective Equipment

(a) Where the wearing of protective clothing (with the exception of safety shoes **Article 18.09(b)**, equipment or devices is prescribed by the Act, or where the Parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.

(b) Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to \$200.00 each year of the term of this Agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.

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

18.10 Safety Information and Training

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

18.11 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.

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

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

- (b) An Employee who is highly sensitive to hazards in the workplace and has concerns about their immediate health and safety should first raise the issue with their supervisor/manager with a view to resolving their concerns in a reasonable time. An Employee may be assisted by a worker member of the YusApuY Joint Health and Safety Committee 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.

18.13 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.

18.14 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 the Department of Occupational Health and Safety (DOHS).

18.15 New Building Inspections

The YusApuY Joint Health and Safety Committee shall annually review the Inspection Protocol For New Buildings or Newly Renovated Areas Greater Than 5,000 Square Feet, and make recommendations for improvements in it, understanding that the Protocol affects not only YusApuY members but also other employee groups and departments of the University.

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, except for those months in which they are absent in excess of fifteen (15) normal working days other than on approved paid leave (excluding sick leave). Unused sick leave credits shall accumulate from year to year.

Please refer to Articles 32.04 and 32.05 - Employment Category regarding pro-rating of sick leave for the various employment categories.
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- 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/same-sex partner, parent, current ward, legal guardian, parent-in-law, brother or sister 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 medical proof outlined in **Articles 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 the manager a medical note/certificate signed by a legally qualified medical practitioner. Normally, such proof will be required 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 the Employee Well-Being Office when absent due to illness for ten (10) or more consecutive days.

- (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.
- 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 re-instated in their former position unless the provisions of **Article 19.10** apply.
- (b) Prior to return to work, Employees shall provide reasonable notice to the Employee Well-Being Office of the Employer 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 the Employee Well-Being Office 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 the Employee Well-Being Office.
- 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 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 without pay up to a maximum of twelve (12) months. Requests for leaves of absence exceeding twelve (12) months must be submitted to the Assistant Vice-President, Department of Human Resources and Employee Relations, 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/same sex-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.
- (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 of a parent, spouse/same-sex partner, brother, sister, child, current ward or legal guardian.

(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 of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparent or grandchild.

(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 28.10 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 or witness by any body 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 during such service, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court or by the counsel for the party who required their attendance.

ARTICLE 24 – Maternity, Parental, Adoption and Paternity Leave

PREGNANCY/MATERNITY LEAVE

- 24.01 (a)** An Employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing at any time during the seventeen (17) weeks immediately preceding the estimated birth date or on the date of birth, if earlier.
- (b)** "Pregnancy/maternity leave", as used throughout this article, is understood to mean the period of seventeen weeks referred to in **Article 24.01 (a)** above.
- 24.02 (a)** An Employee who is entitled to, or has applied for, her pregnancy/maternity leave can not be terminated or laid off, disciplined or suspended because she has requested or has taken such leave.
- (b)** An Employee shall not receive notice of job closure during her pregnancy/maternity leave or during her parental leave if the parental leave was requested prior to the commencement of her pregnancy/maternity leave.
- (c)** If an Employee commences pregnancy/maternity leave prior to the completion of her 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 her supervisor with a certificate from a legally qualified medical practitioner or midwife stating that she is pregnant, as specified in **Article 24.03**, will have the advisory notice period suspended during her pregnancy/maternity leave and during the parental leave, provided the parental leave was requested prior to the commencement of her pregnancy/maternity leave. Upon her return to work, the Employee will work the remainder of the advisory notice period at her former position, if it exists, or alternate duties, or a comparable position.
- 24.03 (a)** An Employee shall give her supervisor at least four (4) weeks' notice, in writing, of the day on which she intends to commence her pregnancy/maternity leave, and the intended duration of such leave.

She shall provide her supervisor with a certificate signed by a legally qualified medical practitioner or midwife stating that she is pregnant and giving the estimated birth date.

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

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

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

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

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

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

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

(b) An Employee wishing to return early from a seventeen (17) week pregnancy/maternity leave, (excluding under the terms of **Article 24.05**) shall notify her supervisor, in writing, at least twenty (20) working days in advance, giving the revised date of return.

(c) An Employee returning from pregnancy/maternity leave shall be reinstated to her former position at the current band level. If her former position no longer exists, she 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 Human Resources and Skills Development Canada (HRSDC);

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

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

- (c) The Employer agrees to maintain the current "Supplemental Employment Benefits Plan" made pursuant to the Employment Insurance regulations in regard to pregnancy/maternity, 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 thirty-five (35) weeks for the birth mother, or thirty-seven (37) weeks for other new parents following:
- (a) The birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.
- 24.09** (a) The parental leave of an Employee who has taken pregnancy/maternity leave shall commence immediately upon the completion of her pregnancy/maternity leave unless the child has not yet come into the custody, care and control of a parent for the first time. In the latter case, the parental leave shall begin no later than fifty-two (52) weeks after the day the child came into the custody, care and control of a parent for the first time.
- (b) The parental leave of an Employee who has not taken pregnancy/maternity leave shall commence no later than fifty-two (52) 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 it is understood that 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 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** Where the combined leaves (pregnancy/maternity, parental, vacation, or leave of absence without pay) do not exceed twelve (12) months, Employees shall be reinstated in their former position.

If the combined absence exceeds twelve (12) months, Employees may, upon providing written confirmation of availability to return to work, use their seniority to obtain a position as provided for in **Article 12 - Job Posting**, for a maximum period of four (4) months following termination of the leave.

24.14 An Employee other than the birth mother shall be granted up to five (5) working days leave of absence with pay commencing no earlier than five (5) days prior to the anticipated birth/adoption date of his/her child but no later than five (5) days following the birth/adoption date.

24.15 (a) Employees who are on pregnancy/maternity 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/maternity 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/maternity 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/maternity and/or parental leave, the Employer and the Employee shall continue to pay their regular portions 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, without pay, 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 ten (10) working days in advance.

(b) An Employee shall be granted Union Duty Leave, without pay, of up to one (1) month to undertake the responsibility of acting President or acting First 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 Representative designated by the AVP, Department of Human Resources and Employee Relations 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 twelve (12) 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 second (2nd) Vice-President shall be allowed two (2) union duty leave days per month. In the event of a temporary or indefinite vacancy in this position YusApuY may designate in writing a replacement.
- (c) The Parties agree that the YusApuY position of Treasurer shall be allowed six (6) hours union duty leave per month (with YusApuY reimbursing the Employer for the pay for these hours) provided that a written or electronic request for such leave has been submitted to the Employee's supervisor at least ten (10) working days in advance. In the event of a temporary or indefinite vacancy in this position YusApuY may designate in writing a replacement.
- (d) 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.
- (e) Union Duty Leave may be extended indefinitely upon written notification to the Representative designated by the AVP, Department of Human Resources and Employee Relations, one (1) month prior to the completion of the previous leave.
- (f) (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 be entitled to the provisions of **Article 15 - Layoff and Recall**.
- (g) During Union Duty Leave the Employee may continue to participate in the Employee Benefits Plans (**Article 29.01 - Employee Benefits and Pension Plans**) by paying the Employee portion and the Employer portion of applicable premiums to the Employer.
- (h) 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 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 or Co-Chairs.
- (b)** With the supervisor's prior approval as to scheduling, the Chair or Co-Chairs 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 to five (5) working days after receipt of notice of ratification.

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 pro-rated accordingly.
- (c)**
- i)** From June 1 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 descriptions.
- (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 70 cents 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** 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 overtime being worked, such 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. Overtime accumulation shall not exceed forty (40) worked hours.
- 26.09** Employees required to work a minimum of two (2) hours overtime before or after but joined to their normal shift or an Employee required to work four (4) or more hours, on overtime, on a Saturday, Sunday or Holiday shall receive a meal allowance of \$12.00. 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 B2 and B3 below:
1. The Employee will be paid a basic \$2.00 on-call stipend for each on-call hour.
 2. 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.
 3. 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:
1. The Employee will be paid a basic \$3.15 on-call stipend for each on-call hour.
 2. 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.
 3. 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	

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 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 1½ times for a total of 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:

	Paid Holiday	Paid Holiday	Paid Holiday	Grant Day	Grant Day	Grant Day	Paid Holiday	Ret. to Work
	Working Day Before Christmas	Christmas Day	Boxing Day				New Years Day	
Observed 2011-12	Fri Dec 23 for Dec 24	Tues Dec 27 for Dec 25	Mon Dec 26	Wed Dec 28	Thurs Dec 29	Fri Dec 30	Mon Jan 2 for Jan 1	Tues Jan 3
Observed 2012-13	Mon Dec 24	Tue Dec 25	Wed Dec 26	Thurs Dec 27	Fri Dec 28	Mon Dec 31	Tues Jan 1	Wed Jan 2
Observed 2013-14	Tues Dec 24	Wed Dec 25	Thurs Dec 26	Fri Dec 27	Mon Dec 30	Tue Dec 31	Wed Jan 1	Thurs Jan 2

27.08 An Employee whose pregnancy leave, maternity leave or paternity 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 (10) ten 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/per 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/same sex-partner were incapacitated for three (3) consecutive working days or more during their vacation.
- 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 September 1, 2005 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;
 - 70% for Restorative services (dental implants, caps, crowns and bridges) up to an individual calendar year maximum benefit of \$5,000.
- (e) **Vision Care** - 100% - Single coverage to a maximum of \$400/24 months, no deductible. Single coverage to a maximum of \$300/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.
- Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of \$100/24 months.
- (f) **Hearing Care** - 100% - Single coverage to a maximum of \$800/36 months. An Employee may elect to pay any additional premiums required to extend coverage to family.
- (g) Any diagnostic laboratory testing not covered by OHIP to a maximum of \$300.00.
- (h) **Immunization** - \$200/maximum per year per family.

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;
 - 70% for Restorative services (dental implants, caps, crowns and bridges) up to an individual calendar year maximum benefit of \$5,000.
- (d) **Vision Care** - 100% - Single coverage to a maximum of \$400/24 months, no deductible. Single coverage to a maximum of \$300/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.
- Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of \$100/24 months.
- (e) Any diagnostic laboratory testing not covered by OHIP to a maximum of \$300.00.
- (f) **Immunization** \$200/maximum per year per family.

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 and fifty (750) 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.

- (e) 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, 2014 as outlined in **Appendix C, I. - 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, 2011 all Job Rates will be increased by 1.9% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2012 all Job Rates will be increased by 2.0% with Entry Rates set at 97% of Job Rate.

Effective August 1, 2013 all Job Rates will be increased by 2.0% 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 which ever 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.) Pro-rated 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 **Article 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**.
- 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 35 - 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 pro-rated basis in accordance with the proportion of full-time months worked:

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

32.04 PART-TIME

- (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 pro-rated basis in accordance with the proportion of full-time hours worked:

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

32.05 PART-TIME SESSIONAL

- (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 pro-rated basis in accordance with the proportion of full-time hours and months worked:

Bereavement Leave (**Article 22**)

Personal Leave (Short-Term) with Pay (**Article 21**)

Maternity, Parental, Paternity and Adoption Leave (**Article 24.14**): top-up provision applies only to the period the Employee would normally be working

Paid Holidays (**Article 27**)

Sick Leave (**Article 19**)

Annual Vacations (**Article 28**)

Seniority (**Article 10.02**)

Employee Benefits and Pension Plans (**Article 29.01**)

Pension Plan (**Article 29.04**)

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 pro-rated basis in accordance with the proportion of full-time hours and months worked:

Bereavement Leave (**Article 22**)

Personal Leave (Short-Term) with Pay (**Article 21**)

Maternity, Parental, Adoption and Paternity Leave (**Article 24**), 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**)

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

Personal Leave (Short-Term) with Pay (**Article 21**)

Maternity, Parental, Paternity and Adoption Leave (**Article 24.14**) except for the provisions under **Article 24.07**. Provisions of **Article 24.06** and **Article 24.13** will apply only if the temporary position exists.

Paid Holidays (**Article 27**)

Sick Leave (**Article 19**)

Annual Vacations (**Article 28**)

Employee Benefits and Pension Plans (**Article 29.01**) if full time; **Article 29.02** if at least fourteen (14) hours per week but less than twenty-four (24) hours per week
Salary Rates (**Schedule A**)

ARTICLE 33 – General

33.01 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.

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 ACADEMIC FEE WAIVER BENEFIT PROGRAM

Employees shall be eligible to participate under the terms of Academic 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' personal tools during off-work hours. These Employees shall also receive, upon proof of purchase, a replacement hand tool allowance of up to a maximum value of \$75.00 per person, per calendar year. Any unused portion of this allowance may not be accrued beyond two 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 the University in the morning, or severe weather conditions necessitate early closing during the day, on the authority of the President, the University will be closed from a specific time that day. Unless instructions to the contrary are announced it shall be assumed the University 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 work after the University is declared closed shall be compensated at the overtime rate. YusApuY shall be notified promptly of such closings.
- (b) An Employee who works on a day when the University has suspended operations 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 the YusApuY deems it necessary to call a two (2) hour All-Candidates Meeting prior to the Annual 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) one-half (½) day of release time, paid by the Employer, on the day of the Annual General Elections.

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 three (3) 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 six (6) calendar months following date of appointment to the University.
- (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.

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 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. **(Former Letter of Understanding – Pre-Retirement)**.
- 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). **(Former Article 28.04)**
- 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:

The Employee Relations Representative
designated by the AVP,
Human Resources
York University
4700 Keele Street
Toronto, Ontario
M3J 1P3

To YusApuY:

President, YusApuY
York University
4700 Keele Street
Toronto, Ontario
M3J 1P3

ARTICLE 37 - Duration of Agreement

This Agreement shall continue in force and effect until July 31, 2014 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

SCHEDULE A
YORK UNIVERSITY
SALARY RATES

Band	Code (see 30.03)	Effective August 1, 2011		Effective August 1, 2012	
		Entry Rate (\$)	Job Rate(\$)	Entry Rate (\$)	Job Rate (\$)
1	A	36,352	37,477	37,080	38,226
2	A	37,787	38,955	38,542	39,734
3	A	39,277	40,492	40,063	41,302
4	A	40,828	42,091	41,645	42,933
5	A	42,519	43,834	43,370	44,711
6	A	44,287	45,656	45,172	46,569
7	A	46,124	47,551	47,047	48,502
8	A	48,043	49,528	49,003	50,519
9	A	50,184	51,736	51,187	52,770
10	A	52,417	54,039	53,466	55,119
11	A	54,751	56,444	55,846	57,573
12	A	57,191	58,959	58,334	60,139
13	B	59,970	61,825	61,169	63,061
14	B	62,886	64,831	64,144	66,127
15	B	65,943	67,983	67,262	69,342
16	B	69,147	71,285	70,530	72,711
17	B	72,853	75,106	74,310	76,609
18	C	76,759	79,134	78,295	80,716
19	C	80,878	83,380	82,496	85,047
20	C	85,219	87,855	86,924	89,612
21	C	89,792	92,569	91,588	94,420

SCHEDULE A
YORK UNIVERSITY
SALARY RATES

Band	Code (see 30.03)	Effective August 1, 2013	
		Entry Rate (\$)	Job Rate(\$)
1	A	37,821	38,991
2	A	39,313	40,529
3	A	40,864	42,128
4	A	42,478	43,791
5	A	44,237	45,605
6	A	46,076	47,501
7	A	47,988	49,472
8	A	49,984	51,529
9	A	52,211	53,826
10	A	54,535	56,222
11	A	56,963	58,725
12	A	59,501	61,341
13	B	62,393	64,322
14	B	65,426	67,450
15	B	68,607	70,729
16	B	71,940	74,165
17	B	75,796	78,141
18	C	79,861	82,330
19	C	84,146	86,748
20	C	88,662	91,404
21	C	93,420	96,309

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 as 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 Administrative Bilingualism Committee.
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

ERGONOMIC STANDARDS

The Employer shall continue to have a Workplace Ergonomic Program.

The Parties agree that computer workstation furnishings and equipment used by YusApuY members, and purchased after July 31, 1996, and their layout and design, must conform to the standards set out by the YusApuY - York University Joint Ergonomics Committee in Ergonomic Standards for Computer Workstations. These standards may be amended or modified only with the mutual agreement of the Parties. The Employer also agrees to provide copies of the standards developed by the Committee to all new Employees at the time of their orientation meeting and to provide information pertaining to relevant Provincial Guidelines, e.g., Computer Ergonomics: Workstation Layout and Lighting, Rest Breaks for Video Display Terminal (VDT) Operators, and Heat Stress on the Department of Occupational Health and Safety Website. The Department of Occupational Health and Safety (DOHS) website will be included in the information provided to new Employees at the orientation meeting.

The Joint Ergonomics Committee will include up to three (3) representatives of the Employer and up to three (3) representatives of YusApuY, and a mutually agreed upon Chair. The Committee will meet at least semi-annually to review the established Ergonomic Standards in view of provincial regulations and guidelines and ergonomic issues arising from YusApuY Joint Health and Safety Committee inspection reports and will recommend changes or modifications as appropriate.

APPENDIX C

This applies only to Employees who worked more than 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 greater than 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, 2014.

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 after you have satisfied a deductible of \$25.00 per covered person up to a family maximum of \$50.00 in each calendar year;
- Vision Care - \$100.00 per year per family, including annual eye examinations to the extent not covered by OHIP;
- Hearing devices – maximum \$500/5 years.

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;
- coverage does not include orthodontic services.

ACADEMIC FEE BENEFIT PROGRAM

- (a) Each retiree shall be eligible to participate under the terms of the Academic Fee Waiver.
- (b) A retiree's spouse and all dependents children shall also be eligible to participate under the terms of the Academic 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 his/her 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 same-sex 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 C (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, 2011 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, 2012 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, 2013 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 D

GUIDELINES FOR THE STRUCTURE AND FUNCTION OF THE YusApuY JOINT
OCCUPATIONAL HEALTH & SAFETY COMMITTEE

AS AGREED BY

YORK UNIVERSITY/L'UNIVERSITÉ YORK

AND

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

1. PREAMBLE

- 1.1** It is a requirement of the Occupational Health and Safety Act ("The Act") to establish a policy which should encourage the active participation of all Employees, in the prevention of accidents and the promotion of health and safety in the workplace.
- 1.2** York University and the York University Staff Association/Association du Personnel de l'Université York ("YusApuY") have established a Joint Health and Safety Committee under The Act and have reached an understanding as to the guidelines for the composition, practices and procedures thereof.
- 1.3** York University agrees to promote and assist the YusApuY Joint Health and Safety Committee and committee members by providing such information, training, time and assistance as may reasonably be required for the purpose of carrying out their responsibilities.
- 1.4** York University and YusApuY acknowledge that a Joint Health and Safety Program can only be successful when everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these Guidelines and the full intent of The Act will be carried out by their respective organizations.
- 1.5** York University and YusApuY hereto adopt these Guidelines in good faith.

2. STRUCTURE OF THE JOINT COMMITTEE

- 2.1** The YusApuY Joint Health and Safety Committee (referred to hereafter as the "Joint Committee") shall consist of up to ten (10) YusApuY members, at least one (1) of whom shall be from Glendon and up to ten (10) management members. It is agreed that these members shall, as much as possible, represent a cross section of the faculties/departments in the University community and that the number of management members shall not exceed the number of YusApuY members. When it becomes necessary, up to four (4) Alternates for YusApuY and up to four (4) alternates for management shall be allowed as substitutes, upon notification of the co-chairs. Each party will exchange lists of their Alternates.
- 2.2** The Joint Committee shall normally meet once a month on a regularly established schedule (first Tuesday of each month except January and September). Any changes to the schedule must be approved by the co-chairs.
- 2.3** There shall be two (2) co-chairs, one from management and one from YusApuY, who shall alternate the chair at meetings.
- 2.4** A co-chair may, with the consent and approval of his/her counterpart, invite additional persons to attend a meeting to provide additional information and comment, but invited persons shall not participate in the regular business of the meeting; consent shall not be unreasonably denied.
- 2.5** York University shall ensure that at least two (2) management and four (4) YusApuY members of the Joint Committee are certified members.

3. FUNCTIONS OF THE JOINT COMMITTEE

- 3.1** To attain the spirit of The Act, the functions of the Joint Committee shall be:
 - (a)** to identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the YusApuY workplace to appropriate Area Health and Safety Officer or department manager or senior management;
 - (b)** to recommend adequate education and training programs in order that Employees are knowledgeable of their rights, restrictions, responsibilities and duties under The Act;
 - (c)** to address matters related to The Act and attendant Regulations (for example: Designated Substances and WHMIS) and to receive reports or portions of reports that relate to health and safety;
 - (d)** to deal with any health and safety matter that the Joint Committee deems appropriate;
 - (e)** to provide input in the design and implementation of DOHS-initiated training programs related to health and safety issues.

4. WORKPLACE INSPECTIONS

- 4.1** YusApuY members of the Joint Committee shall inspect the physical condition of a portion of the YusApuY workplace once per month. A manager shall be notified and may, where and when possible, accompany YusApuY representatives. Refer to OHS Act sec.9(3.2) for details.

Workplace inspection schedules shall be established by the Joint Committee, with the entire YusApuY workplace being inspected at least annually.

- 4.2** Worker members of the Joint Committee shall be granted one (1) day a month to inspect the workplace, write the Inspection Report(s) and to complete follow up inspections and inquiries.
- 4.3** All health and safety concerns raised during the physical inspection shall be recorded on a "Workplace Inspection Report" form signed by the YusApuY member performing the inspection.
- 4.4** The "Workplace Inspection Report" form will be forwarded to the appropriate area or department manager and to the Department of Occupational Health and Safety ("DOHS") 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 the inspecting representative and to the Joint Committee file, in care of DOHS, normally within fourteen (14) days of receipt of the report.

5. RECOMMENDATIONS OF THE JOINT COMMITTEE

- 5.1** The Vice-President (Finance and Administration) and appropriate designate(s) shall respond, in writing, within twenty-one (21) days of receipt, with regard to written Joint 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 Joint 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).

6. INCIDENTS, ACCIDENTS AND ACCOMPANIMENT

- 6.1 (a)** YusApuY members of the Joint Committee will investigate incidents and accidents which have caused or have the potential to cause serious injury in the YusApuY workplace.
- (b)** Co-chairs may approve the investigation of other incidents which have the potential for serious injury. Approval will not be unreasonably denied.

- (c) The investigating worker member shall be consulted in the completion of the Supervisor's Investigation Report, and shall acknowledge their part in the investigation by signing the report or giving permission to the supervisor via telephone or email to have their name written on the report as if they were physically able to sign the report.

The Report shall include findings of the investigation, as well as recommendations for correcting the hazard and preventing future occurrences, where applicable.

A copy of the report shall normally be submitted by the manager to the Employee Well-Being Office within twenty-four (24) hours of the completion of the report. The findings and recommendations of the report shall be submitted to the YusApuY Joint Committee.

- (d) If no qualified YusApuY Joint Committee member is available and the situation warrants it, a certified worker member from another Joint Health and Safety Committee may be asked to assist in the investigation. This member shall submit a written report of the findings to the YusApuY Joint Health and Safety Committee, and if appropriate under Section 9(31), to the Ministry of Labour (MOL).

- 6.2 Management and YusApuY members of the Joint Committee will each designate one (1) of their own members and/or alternates, if necessary, to accompany a MOL Inspector while carrying out Ministry inspections of the workplace.
- 6.3 A certified YusApuY member of the Joint Committee shall be present during a work refusal investigation.
- 6.4 The Joint Committee shall be consulted concerning proposed workplace testing strategies related to industrial hygiene. A YusApuY member from the Joint Committee shall be entitled to be present at the beginning of such tests.

7. MINUTES OF MEETINGS

- 7.1 The Employer shall provide administrative support to record the minutes of the meeting and be responsible for having the minutes typed, circulated and filed, normally within two weeks of the meeting or as the Joint Committee may, from time to time, instruct.

Minutes of the meeting will be reviewed and edited by the co-chairs. The edited minutes will be circulated to all Joint Committee members and to senior management on the Joint Committee mailing list. The approved minutes will be kept readily available in a proper filing system in DOHS. YusApuY will continue to receive copies of all Joint Health and Safety Committee minutes.

- 7.2 Agenda items will be identified by a reference number.

8. QUORUM

- 8.1 A Joint Committee meeting must have a quorum of (50% +1) of its members, and at least one co-chair, in order to conduct business unless otherwise agreed upon by the members in attendance. If a co-chair is absent, his/her counterpart will chair the meeting. The number of management representatives shall not be greater than the number of YusApuY representatives.

- 8.2 Normally notices of cancelled meetings shall be sent at least one (1) day in advance of the date of the scheduled meeting.

9. PAYMENT FOR ATTENDANCE AT MEETINGS

- 9.1 All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee 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.
- 9.2 Joint Committee members shall be allowed two (2) hours of preparation time for each committee meeting.

10. MEETING AGENDA

- 10.1 The co-chairs will prepare an agenda, which will be forwarded to all Joint Committee members at least one week in advance of the meeting.
- 10.2 The Joint Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the YusApuY Collective Agreement. It is understood that the foregoing will not include any issue being dealt with pursuant to the grievance and arbitration procedure.
- 10.3 All items raised from the agenda in meetings will be dealt with on the basis of consensus.
- 10.4 All items discussed at the meeting will be reported in the minutes. Unresolved items or issues that were not discussed will be tabled and placed on the agenda for the next meeting.
- 10.5 Dispute Resolution: When an unresolved issue is still on the Committee agenda after two (2) meetings, a committee comprised of the YusApuY President or designate, the two co-chairs of the Committee, and, depending on the issue under dispute, the Vice-President, Finance and Administration or designate will meet to resolve the issue with a report back to the Committee at its next meeting.
- 10.6 It is understood that any unresolved Health and Safety issue can then be the subject of a grievance. The time limits as specified under Article 8.08 of the Collective Agreement shall refer to the date of the meeting referred to in guideline 10.5 above.

11. GENERAL

- 11.1 All Employees will be encouraged to discuss health and safety problems with their immediate supervisor before bringing them to the attention of the Joint Committee.
- 11.2 Joint Committee members shall thoroughly investigate all complaints and discuss the facts and attempt to find resolution to the complaints. All problem resolution will be reported in the minutes.
- 11.3 Medical, personal, or trade secret information shall be kept confidential by all Joint Committee members.

- 11.4** These Guidelines provide a framework for an effective, functioning Joint Health and Safety Committee. References can be made to The Act and its Guidebook.
- 11.5** The Employer must prepare and review at least annually, with input from the Committee, a written Occupational Health and Safety policy and must develop and maintain a program to implement that policy [Section 25(2)(j)].

It is the responsibility of the Joint Committee to make recommendations to the Employer concerning the establishment, maintenance and monitoring of these programs [Section 9(18)(c)].

- 11.6** Subject to the introduction of new legislation or amendments to the Act, these Guidelines should be reviewed by the committee on an annual basis.
- 11.7** Any amendments, deletions or additions to these Guidelines must have the approval of the University and YusApuY. The approved changes shall be incorporated into these Guidelines, signed and submitted to the Minister of Labour for approval.
- 11.8** The Minister of Labour has the right to withdraw this Multi-Site Terms of Reference.

LETTER OF INTENT - ALTERNATE HOURS IN PRIORITY PLACEMENT

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.

LETTER OF INTENT – EARLY EXIT OPTION

The Employer will meet with YusApuY to discuss a voluntary exit option for employees. This shall occur by April 30, 2012.

LETTER OF INTENT - JOB SUMMARIES

At recent collective bargaining negotiations, the Parties discussed the desirability of job summaries being completed for all positions in the bargaining unit. Towards this end, it was agreed that all positions which have been through the job evaluation process since August 1, 2008 are to have job summaries completed by July 31, 2013. With respect to newly evaluated positions, the revised Article 14.07 shall apply. With respect to other positions that do not have job summaries and are not expected to be re-evaluated in the foreseeable future, the Employer will encourage all responsible managers to complete the job summary promptly.

LETTER OF INTENT – MARKET BASED ANOMALIES

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

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 INTENT – ARTICLE 15.06 ISSUE

The Parties will discuss at the Labour Management Committee the bargaining history regarding the first Article reference in 15.06 (c) which both Parties agree is incorrect [which now says, “Article 15.04 (a) (ii)”]. The Parties will attempt to determine what the correct, updated Article reference should be based on the original intent. If agreement is reached, the Parties will amend the clause accordingly. If agreement is not reached, either Party may refer the issue for resolution by an arbitrator from their Agreed Upon List.

LETTER OF UNDERSTANDING – ACADEMIC FEE WAIVER BENEFIT PROGRAM

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 – 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 3 representatives of the Employer and 3 representatives of YusApuY. The Employers representatives shall consist of one representative from EWO, one person designated by the AVP, Department of Human Resources and Employee Relations and one 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 – EXTENSION OF LEAVES OF ABSENCE

The Parties will continue the current practice of reviewing, and where practicable, extending leaves of absence granted for the purpose of filling vacancies created as a result of absences under Article 19.08 or sick leave/vacation following a pregnancy/maternity or parental leave under Article 24.

LETTER OF UNDERSTANDING – GRIEVANCE MEDIATION

In the matter of mutually agreed upon Mediators pursuant to Article 8 of the Collective Agreement between YusApuY and the Employer, the Parties hereby agree that:

1. The list of mutually agreed upon Mediators shall be:
 - Lorne Slotnick
 - Gerry Lee
 - Anne Grant
 - Pat Metcalfe
 - Rex Beatty
 - Don Sheppard
 - Kumail Karimjee
2. The parties may modify this list by signing a mutually agreed amendment to this Letter of Understanding.
3. On a pilot project basis from August 1, 2011 to July 31, 2012 a mediation day will be scheduled with one of the mediators on the above list for a full day every other month. Unless otherwise agreed the Mediators listed above will be scheduled in rotation starting at the top of the list. At the end of the pilot project, the Parties will meet to determine whether to renew or adjust this schedule of mediations as well as the list.
4. All grievances which have been scheduled for or are referred to arbitration will be scheduled for a prior mediation unless one of the parties gives written notice to exclude a grievance or grievances. Unless the Parties agree to a different schedule, cases will be referred to mediation in the same order in which they have been scheduled for or referred to arbitration.

LETTER OF UNDERSTANDING - JOB CLOSURES NOVEMBER 1ST TO JANUARY 15TH

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 1st to January 15th, 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

Parties agree to meet to discuss the possibility of making adjustments to recipients who have been on long-term disability prior to January 1, 1993.

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 in 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 – MICROCOMPUTER TRAINING CENTRE

The Employer agrees to maintain the Microcomputer Training Centre 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 Microcomputer Training Centre including salaries of the Microcomputing Training Coordinator and Administrator/Trainer 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.

LETTER OF UNDERSTANDING – POST-RETIREMENT BENEFITS

The Employer agrees to continue the post retirement benefits coverage as outlined, in **Appendix C - Post Retirement Benefits**, until July 31, 2014.

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 Manager 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 and work-study positions.

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

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

President M. Shoukri

M. Belanger

S. Hooper

J. Cameron Pritchett

K. De Napoli

W. Hollingshead

A. Della-Rossa

G. Malfatti

S. Forshaw

F. O'Connor

L. Nasello

M. Polese

D. Paquette

R. Smith

P. Sebestyen

B. Smeenk

Dated this 6th day of August 2011 in Toronto, Ontario.

Ratified by York University on September 26, 2011

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