

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY

(hereinafter referred to as the "University")  
and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1356-2

(hereinafter referred to as the "Union")

Effective Dates: February 1, 2003  
To  
December 31, 2005

Ratification Date: June 16, 2003

GENERAL PURPOSE

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

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## **ARTICLE 1 - RECOGNITION**

**1.01** Pursuant to the certificate issued by the Ontario Labour Relations Board dated September 24, 1997 the University recognizes the Union as the exclusive bargaining agent of all Security and Parking Officers in the department of Security, Parking and Transportation Services employed to protect the property of York University in Toronto regularly scheduled for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Supervisors and persons above the rank of Supervisor.

## **ARTICLE 2 - MANAGEMENT FUNCTIONS**

**2.01** Except as abridged by a provision of this Agreement, the management of the University, the direction of the work force, the right to determine the means, methods, processes, materials and schedules of operations, shall be the right, solely and exclusively, of the University.

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

- a) Hire, classify, direct, promote, retire, 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.

### **ARTICLE 3 - NO DISCRIMINATION**

**3.01** The University and the Union agree there shall be no discrimination, interference, restriction or harassment or coercion exercised or 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, place of origin, colour, national origin or ancestry, citizenship, creed, sex, age, marital or family status, political or religious affiliation, sexual orientation, handicap nor by reason of membership or non-membership or activity or lack of activity in the Union.

**3.02** The University recognizes its responsibility to provide a workplace free from sexual, gender, or racial harassment or discrimination. If an employee feels so harassed and needs to seek recourse other than with supervisory staff or a Union Steward, there exists at the University the Centre for Race and Ethnic Relations and Sexual Harassment Education & Complaint Centre whose mandates include the development of policies and procedures consistent with the Human Rights Code.

Information on policies and procedures are available through the above mentioned offices or can upon request, be made available through supervisory staff.

For purposes of this article the definitions of harassment shall be consistent with the Human Rights Code in force at the signing of this agreement.

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

### **ARTICLE 4 - UNION REPRESENTATION**

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

**4.02** An amount equal to monthly Union dues and/or assessments will be deducted from each employee from the first pay in the month following date of hire, and in each month following, as authorized by the Union and certified to the University by the Secretary-Treasurer of Local 1356-2. In the event of a change in such dues, not less than thirty (30) days notice shall be given to the University.

**4.03** The University shall remit the amounts deducted to the Secretary-Treasurer of CUPE local 1356-2 by the end of the month in which the deductions were made. At the same time the University will provide a statement

showing the names of all employees from whose pay a deduction was made and a copy of this list complete with total hours worked will be sent to the local Union treasurer.

**4.04** The employer will endeavor to schedule an agreed-upon union steward for a minimum of three (3) hours to provide the opportunity to address new employees during the employees' orientation training session. Such time shall not exceed thirty (30) minutes in length.

**4.05** Local 1356-2 shall be entitled to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the University.

**4.06** The University will furnish space on a Notice Board in the department and at Glendon College, for the posting of reasonable Union notices.

**4.07** The Union acknowledges that its Stewards have their duties to perform as employees of the University and agrees that unreasonable amounts of time off during normal working hours to attend to Union business as specified in this Agreement shall not be requested or granted. Union Stewards shall request time off without loss of normal pay for such purpose from the appropriate Manager and shall report back to their respective Manager.

**4.08** The Union shall provide the University, in writing, with the names, titles and areas represented of all its Executive Committee and Union Stewards mentioned in this Agreement, and the University shall be required to recognize such representatives only from the date of receipt of such notice. All such representatives shall be actively employed in a continuing bargaining unit position and shall have completed one hundred and fifty (150) hours of service.

**4.09** The privilege of the President, or designate to have reasonable amounts of time during normal working hours without loss of pay for the purpose of investigating disputes and presenting STEP 2 grievances. Such time will be granted provided that verbal permission is obtained from the respective Manager or designated representative before leaving work and that the President reports back immediately upon return. Such permission shall not be unreasonably withheld.

**4.10** The University will recognize a Negotiating Committee composed of the Local President and up to four (4) members of the Bargaining Unit who shall be actively employed in a continuing bargaining unit position and shall have completed one hundred and fifty (150) hours of service. The members of the Negotiating Committee shall be given time off during their regularly scheduled working hours without loss of pay while actually attending negotiating meetings.

Members of the Negotiating Committee on a regularly scheduled evening or night shift will be allowed to end their shift at midnight without loss of pay if they have a negotiating meeting the next morning.

#### **4.11 Union Representation - Stewards**

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

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

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

- (a) The Steward concerned obtains permission from the Steward's immediate Supervisor, or designated representative, before leaving work, and reports immediately upon return. Such permission shall not be unreasonably withheld; and,
- (b) the Steward also obtains the permission of the immediate Supervisor of the employee concerned before discussing the matter with the employee concerned; and,
- (c) the time away from the Steward's work shall be devoted to the prompt handling of a grievance; and
- (d) no Steward shall spend an unreasonable amount of time servicing grievances.

### **ARTICLE 5 – CONDITIONS OF EMPLOYMENT**

**5.01** All Security and Parking Officers will be required to abide by the following conditions of employment:

- a) Employees shall provide proof of enrolment and registration in degree courses at York University, prior to commencement of the employee's first scheduled shift. Employment with Security, Parking and Transportation Services shall cease six  
  
(6) months after the completion date of the last completed degree course the

employee was enrolled in at York.

- b) The employee shall not work at York University for more than forty-four (44) hours in any one pay week without the expressed permission of the respective manager(s). Failure to do so may result in disciplinary action.
- c) As a condition of employment, all employees are required to sign and abide by the terms outlined in the University's "Hours of Work Compliance Form".

## **ARTICLE 6 - NO STRIKES - NO LOCKOUTS**

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

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

## **ARTICLE 7 - PROBATIONARY PERIOD**

**7.01** Employees shall be considered probationary employees until they have worked one hundred and fifty (150) hours or five (5) months, 2 of which (months), must be in September-April academic year, whichever is greater. The termination of a probationary employee during this period shall be at the sole discretion of the Employer based on reasonable standards of performance and suitability. A probationary employee who has worked one hundred and fifty (150) hours will receive twenty additional cents (\$0.20) per hour.

**7.02** All employees covered by this agreement who have completed their probationary period specified in **Article 7.01** shall have priority for:

- (a) Summer employment provided such employees have notified, in writing, the Department of Security, Parking and Transportation Services by April 1 of their availability for summer (May, June, July, August) employment. Employees will be given preference for summer employment on the basis of total number of hours worked; and for
- (b) employment in the following September provided such employees have notified, in writing, the Department of Security, Parking and Transportation Services by August 1 of their availability for employment in that year.

**7.03** Employees who fail to make themselves available for twenty-four (24)

hours of work a month for any three (3) of the eight (8) months during the academic year, that is, from September 1 through April 30 inclusive, shall automatically have their employment relationship with the Department of Security, Parking and Transportation Services terminated. Exceptions to the foregoing will be those employees who are scheduled for less than twenty-four (24) hours per month and as such they will have their employment relationship reviewed separately.

**7.04** The provisions of **Article 7.03** do not apply to employees who are on an authorized leave of absence for the duration of that leave of absence.

**7.05** The University agrees to provide the Union with an updated staffing list (including total number of hours worked) three times a year (April 1st, August 1st and December 1st).

### **ARTICLE 8 - SENIORITY, LAYOFF AND RECALL, LOSS OF SENIORITY**

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

**8.02** Upon successful completion of the probationary period an employee's seniority shall be deemed to have commenced from the date of most recent entry into the bargaining unit.

**8.03** Seniority will not accumulate during a transfer, secondment or promotion out of the bargaining unit.

**8.04** The Union shall be advised each month of all persons hired into, terminated from or transferred into, within or from the bargaining unit before the end of the following month.

**8.05** A seniority list will be prepared and a copy posted in the appropriate locations on the first working day of April and August commencing August 1998. At the same time a copy will be forwarded to the Recording Secretary of Local 1356-2.

**8.06** Employee seniority and the employment relationship shall be terminated if the employee:

- (a) Voluntarily leaves the employ of the University;
- (b) is discharged justifiably;

(c) uses an approved leave of absence for a purpose other than that given as the reason for the leave;



(d) is absent without permission for three (3) consecutive scheduled working days without notifying the Student Services Coordinator at Keele Campus 416-736-5379 and at Glendon Campus 416-487-6796 and providing an explanation acceptable to the University; or

(e) accepts severance pay.

**8.07** An employee's seniority and the employment relationship shall be terminated if the employee has intentionally committed the act of theft of University property or personal property on University property.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

**9.02** No grievance shall be considered where the grievance is filed more than seven (7) working days after the employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

**9.03** No grievance shall be deemed to exist unless it has been discussed by the employee, accompanied if the employee so wishes by a Union Steward, with the Supervisor at a time to be fixed by the Supervisor, within seven (7) working days after the employee became aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. The Supervisor's answer shall be given, in writing, within three (3) working days from the date the discussion was concluded.

**9.04** STEP 1. If the grievance is not settled as provided for in **Article 9.03**, it shall be given, in writing, within five (5) working days to the appropriate Manager. At this point, the written grievance shall be signed by the Grievor, a Union Steward, or designate, and shall contain details of the matter in dispute, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The appropriate Manager shall within five (5) working days following receipt of the grievance give the written answer to the grievance to the Union Steward concerned and a copy sent to the Chief Steward or designate. In the event that a meeting is held to discuss the matter, the written reply shall be given within five (5) working days after the conclusion of this meeting.

**9.05** STEP 2. If the grievance is not settled in STEP 1, the written grievance form shall be clearly labeled STEP 2, dated, signed by the Chief Steward and submitted to the Manager, Labour Relations within five (5) working days after receipt of the STEP 1 reply. The Manager, Employee Relations, or designate, shall meet within twenty-eight

(28) working days to discuss the grievance with the Grievor, the Union Steward concerned, the Chief Steward and the member of the Executive at a time to be mutually agreed upon within five (5) working days following the conclusion of this meeting.

**9.06** If the grievance is not settled in STEP 2, it may be taken to arbitration by a written notice given to the University within ten (10) working days after receipt of the University's written reply as required in STEP 2. The appeal to arbitration shall be in accordance with the procedure and conditions set forth in **Article 10** of the Agreement.

**9.07** The parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If, in any step, the University's representative fails to give the written reply within the required time limit, the Union and the employee may appeal the grievance to the next step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the steps, time limits and conditions, the grievance shall be deemed settled on the basis of the University's last written reply.

**9.08** If a grievance is not settled at STEP 2, the parties may agree to refer the matter to a mutually agreed upon Grievance Mediator. Agreement to refer the matter to mediation does not alter the timelines set out in this Article or in **Article 10 - Arbitration**, unless agreed to by the parties. The parties agree to establish a list of not less than four (4) approved mediators. Mediation will be applied for within twenty-eight (28) days. The parties agree to share equally in the cost of the Grievance Mediator.

**9.09** Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedures.

**9.10** A group grievance is defined as a grievance where two (2) or more employees allege that a specific provision or interpretation of the Agreement has been violated and request the identical relief. The group grievance shall be presented directly at STEP 2. However, no grievance shall be considered where the grievance is filed more than seven (7) working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise thereto.

**9.11** A policy grievance shall be defined as a dispute involving a question of application or interpretation of an Article(s) of this Agreement, which arises directly between the University and the Union. It shall be submitted directly at STEP 2 subject to the time limits set out in **Article 9.02**. The provisions of this section may not be

used with respect to a grievance directly affecting an individual employee or a group employees.

## **ARTICLE 10 - ARBITRATION**

**10.01** If a grievance is not settled in STEP 2, it may be taken to Arbitration either under the expedited arbitration provisions of the Ontario Labour Relations Act or by a written notice signed by the President of Local 1356, or designate and given to the Director of Non-Academic Employee Relations within five (5) working days after receipt of the University's written reply as required in STEP 2, or within five (5) working days after the meeting with a Grievance Mediator as referred to in **Article 9.08** above if the matter has not been resolved.

**10.02** In the latter case:

- (a) If the matter is to proceed to a three-person board, the written notice shall contain the name and address of the Union's appointee to the board, the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought. The University shall, within five (5) working days, notify the Union of the name and address of its appointee to the board.
- (b) The two appointees shall, within ten (10) working days, select an impartial Chair. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select a Chair.

**10.03** Where the parties proceed to arbitration:

- (a) The parties agree that the grievor(s) and the Union Steward shall be given sufficient release time from their regularly scheduled shift(s), paid for by the employer, up to a maximum of twenty (20) hours, from their work duties and responsibilities in order to attend the arbitration hearing.
- (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 arbitration or Chair, the hearing room and any other expenses incidental to the hearing shall be borne equally by the parties.

**10.04** The arbitrator or the Arbitration Board shall hear and determine the matter in dispute and shall issue an award which shall be final and binding upon the parties to this Agreement. The arbitrator or Arbitration Board shall, however, have no

authority to add to, subtract from, ignore or alter any provision of this Agreement, nor to make an award, which has such effect.

**10.05** The parties agree that the steps, time limits and conditions specified in **Article 9, Grievance Procedure**, shall be binding upon the parties for the purpose of this Article unless an extension of such time limits has been mutually agreed to, in

writing.

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

### **ARTICLE 11 - DISCIPLINE, SUSPENSION, OR DISCHARGE**

**11.01** An employee, other than a probationary employee, who is called before the employee's Supervisor concerning any disciplinary matter shall be accompanied by a Union Steward or member of the local Union executive. If the employee receives a reprimand, or is suspended or discharged, this shall be confirmed in writing to the employee within five (5) working days. Concurrently copies of this letter shall be sent to the Union and placed in the employee's file in Security, Parking and Transportation Services.

**11.02** If the employee wishes to file a grievance protesting the written reprimand, suspension or discharge the employee may do so in writing within five (5) working days of the date the written reprimand, suspension or discharge occurred. STEP 1 of the Grievance Procedure shall be waived and the grievance initiated at STEP 2. A grievance concerning a discharge shall be submitted directly at STEP 2.

#### **11.03**

- (a) If twelve (12) months elapse without further similar or related incidents, other than suspension or discharge, the letter and all reference pertaining thereto shall be removed from the employee's file in Security, Parking and Transportation Services.
- (b) A letter of suspension and all reference thereto will be removed from the employee's file if fifteen (15) months elapse without further similar or related incidents.

### **ARTICLE 12 - JURY AND WITNESS DUTY**

**12.01** The University shall grant a leave of absence without loss of seniority to an Employee who is subpoenaed as a witness in a civil case in which the University has an interest or who is subpoenaed as a witness in a criminal case or who serves as juror in any Canadian court. The University shall pay to the Employee the difference between normal earnings from regularly scheduled shifts and the payment received for jury or witness duty, excluding payment

for traveling, meals or other expenses. The Employee will present the proof of service and the amount of pay received to the University. It is the responsibility of the Employee to advise his or her supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as juror in any court. If the University subpoenas the employee as a witness, time spent will be considered time worked.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

**13.01** Employees shall be granted leave from work without loss of normal earnings up to a maximum of three (3) consecutive scheduled shifts within a seven (7) day period from the time of death of a parent, spouse, brother, sister, child, grandparent, mother-in-law or father-in-law.

### **ARTICLE 14 - UNION DUTY LEAVE**

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

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

**14.03** At the request of the Union, the University agrees to grant a two-(2) hour period once annually at a mutually agreed time for purposes of a regular membership meeting. The University agrees to grant time off from work without loss of pay to those employees regularly scheduled to work during that time.

### **ARTICLE 15 - VACATIONS**

**15.01** Employees will receive 4% vacation pay on each pay period. Employees may be granted up to two (2) weeks per year unpaid vacation. A minimum of two (2) weeks' written notice is required and such permission shall not be unreasonably denied.

### **ARTICLE - 16 HOURS OF WORK AND OVERTIME**

**16.01** Employees will be scheduled to work not more than twenty-four (24) hours in any one pay week, excluding summer months (May, June, July, August). It is understood the scheduling of employees is the responsibility of the Employer.

**16.02** Employees who receive less than twenty-four (24) hours' notice of the cancellation of their regularly scheduled shift, or who show up for a scheduled shift and no work is available, will receive a minimum of three (3) hours pay, except for those employees who were scheduled to work eight (8) hours or more and they shall receive a payment of four (4) hours' pay at the rate specified for that shift.

**16.03** Employees covered by this collective agreement shall be paid in accordance with the applicable Employment Standards legislation for public holidays.

**16.04** For the purposes of this agreement, the public holidays will be:

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

**16.05** The night shift shall be defined as the shift where the majority of hours fall between the hours of 2:00 a.m. and 6:00 a.m. Employees working the night shift will be paid an additional \$0.25 per hour for the duration of the shift.

## **ARTICLE - 17 WAGES**

**17.01** "Basic Hourly Rate" shall be as noted on Schedule "A" attached as part of this Agreement.

**17.02** In the event that a position not covered in Schedule "A" is established during the term of this Agreement, the University will negotiate the terms of the position relating to the appropriate Basic Hourly Rate with the Union. If the parties are unable to agree on the Basic Hourly Rate for the position in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## **ARTICLE - 18**

## **HEALTH AND SAFETY**

**18.01** The University will continue to make adequate provisions for the occupational health and safety of employees and ensure compliance with the Ontario Occupational Health and Safety Act. Where the University deems it necessary for employees to undergo training, wear protective clothing, and/or use specific equipment issued by the University, these shall be a condition of employment.

**18.02** The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or the health and safety of others.

## **ARTICLE - 19 GENERAL**

### **19.01 Employees' Files**

An employee, accompanied by a Union Steward if the employee so wishes, shall have the right to examine the employee's file located in Security, Parking and Transportation Services during normal business hours following notice, in writing, to arrange a mutually convenient time. The employee may read and initial any report concerning the employee's work performance which has been placed in this file. An employee may comment in writing upon any report concerning the employee's own performance and may request such comment be placed in this file with a copy given to the appropriate Manager.

### **19.02 Labour/Management Committee**

The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management committee consisting of Union and Management representatives as agreed between the parties. This may include the local Union President, a representative from each area (Parking, Glendon, Security and CCTV) of the bargaining unit dependent on the topics to be discussed. The committee shall only function in an advisory capacity, making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify in any way the terms of this Agreement. A member of this committee who is required to attend a Labour/Management meeting held during the employee's scheduled shift period, shall be given time off, without loss of pay, to attend the meeting.

This Committee shall meet twice per year, or as required.

**19.03** Supervisory personnel shall not perform duties normally carried out by

members of the Bargaining Unit other than for purposes of instruction, experimentation, emergency, or when Bargaining Unit personnel are not readily available.

**19.04** If an error, in excess of \$40.00, regarding an employee's base pay is made by the University when issuing an employee's pay cheque, a separate cheque will be issued by the University to accommodate for the error. Such payment will be made three (3) working days from notification to Payroll.

**19.05** Upon request for personal vehicle insurance purposes, Security, Parking and Transportation Services will provide Student Security Officers with a letter confirming the following:

1. employment status and start date;
2. requirement to drive university vehicles as part of their regular duties;
3. driving record with the University; and
4. policy number and insurance company with which university vehicles are insured.

## **ARTICLE - 20 TECHNOLOGICAL CHANGE**

**20.01** The parties recognize the concerns that the employees may have regarding the impact of technological change upon terms and conditions of employment.

For the purposes of this Article, technological change shall mean the introduction of new equipment, new material or a change in the manner in which the University carries on its operations that are related to the introduction of the equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee in CUPE 1356-2.

In the event the University decides on the introduction of a technological change which may affect the terms of employment of a CUPE 1356-2 employee, it shall notify the Union, in writing, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification shall be given at least ninety (90) days before such introduction.

## **ARTICLE - 21 CORRESPONDENCE**

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



To the University

Director of Non-Academic Employee Relations  
Department of Human Resources  
York University  
4700 Keele Street  
Toronto, Ontario  
M3J 1P3

Telephone Number 416-736-5005  
Fax Number 416-736-5703

E-mail address [macdons@yorku.ca](mailto:macdons@yorku.ca)

To the Union

President  
Canadian Union of Public Employees Local 1356-2  
Box 18 Central Mail Room, Curtis Lecture Hall  
York University  
4700 Keele Street  
Toronto, Ontario  
M3J 1P3

Telephone Number 416-736-5133  
Fax Number 416-736-5926

E-mail address [cupe1356@yorku.ca](mailto:cupe1356@yorku.ca)

or as notified by the corresponding party.

**ARTICLE 22  
DURATION AND MODIFICATION  
OF AGREEMENT**

**22.01** This Agreement shall continue in force from February 1, 2003 to December 31, 2005, and shall continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

**APPENDIX "A"**

**SCHEDULE "A"**

CLASSIFICATION	February 1, 2003 BASIC HOURLY RATE	February 1, 2004 BASIC HOURLY RATE	February 1, 2005 BASIC HOURLY RATE
Security Officer II – Student Escort Services	\$9.74	\$10.04	\$10.34
Parking Control Officer I	\$10.07	\$10.38	\$10.69
Parking Control Officer II	\$9.30	\$9.58	\$9.87
CCTV Operator	\$9.74	\$10.04	\$10.34

Basic Hourly Rates applicable upon satisfactory completion of the Probationary period of 150 hours of work. Entry rate is twenty cents (\$0.20) per hour less.

Basic Hourly Rate is twenty-five cents (\$0.25) above that shown for employees who have satisfactorily completed seven hundred (700) hours.

Upon successful completion of twelve hundred (1200) hours the employee will receive a one-time-only payment of \$25.00.

## **LETTER OF INTENT UNIFORMS**

Where it is deemed necessary, the University shall provide employees with the appropriate uniforms, which will be required when they are performing their duties.

Student Security employees working during the summer months (May-August) will be provided with two (2) shirts. During the academic year (September-April) they will be provided with one (1) piece of outerwear.

These uniforms will be replaced when deemed necessary.

**LETTER OF INTENT  
LABOUR MANAGEMENT**

Within 60 days of the signing of this agreement, the University and the Union will meet at a mutually agreeable time to discuss Parking Control Officer safety concerning for later hour shifts.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives.

YORK UNIVERSITY

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1356-2

George High

Mary Catherine McCarthy

Tom Arnold

Jack McCann Jr.

Shirley Hickman

James O'Hearn

Colin McIlveen

Rafael Palacios

Nicole Arsenault

Kelila Nussdorf

Robin Sen

Darren Craig

Jason Arkoosh

Kevin Wilson