

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY



and



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1356-2**

2009-2011

11939 (05)

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: January 1, 2009
 to
 December 31, 2011

Ratification Date: December 13, 2009

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 York Student Safety Services Employees in the departments 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.

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, disability nor by reason of membership or non membership or activity or lack of activity in the Union.

3.02 The University and the Union recognize their respective responsibilities to provide a workplace free from harassment or discrimination on any ground prohibited by the Human Rights Code or other employment-related statutes. If an employee feels so harassed and needs to seek recourse other than with supervisory staff or a Union Steward, the University's Centre for Human Rights is available to address such complaints and act as a resource for advice and information. Its mandate is to uphold the Ontario Human Rights Code.

Information on policies and procedures is 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 include but not be limited to:

- (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/her behaviour is likely to

create an intimidating or hostile work environment.

(b) retaliation or threat of retaliation against an individual who makes a good faith harassment complaint. Disciplinary action by the Employer is not, in and of itself, harassment.

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, Financial Officer 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 eleven (11) hours before the scheduled negotiating meeting without loss of pay.

4.11 The University agrees to provide the Local four (4) times per year, the first working day of January, March, June and September with an up-to-date list of all employees covered by the Collective Agreement, with their names, addresses, home telephone numbers and classifications.

4.12 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:

Student Parking Services	(1)
Student Safety Services	(1)
Glendon (Student Safety/Parking Services)	(1)
CCTV Services	(1)

any member of Local 1356 Executive Committee shall also be able to act as a representative for the members of the bargaining unit.

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 York Student Safety Services employees will be required to abide by the following conditions of employment:

- (a) Employees shall be continuously enrolled and registered in degree courses at York University. Employment with Security, Parking and Transportation Services shall cease one (1) year after the completion date of the last completed degree course the employee was enrolled in at York.
- (b) Any staff member who is no longer continuously enrolled in degree courses will be given thirty (30) days' notice unless it is within their one (1) year after the completion of degree courses as stipulated in Article 5.01 (a).
- (c) All employees are required to sign and abide by the terms outlined in the University's "Hours of Work Compliance" Form and/or Student Safety Services Compliance Form.
- (d) Employees are responsible for notifying the Employer of a change in their enrolment status.

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, 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.

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

- 8.01** Seniority shall be defined as hours of service in the bargaining unit.
- 8.02** Seniority will not accumulate during a transfer, secondment or promotion out of the bargaining unit.
- 8.03** 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.

8.04 A seniority list will be prepared four (4) times per year, the first working day of January, March, June and September and a copy posted in the appropriate locations. At the same time a copy will be forwarded to the Recording Secretary of Local 1356-2.

8.05 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 providing notification and an explanation acceptable to the University using the following contact numbers:

CCTV	416-736-5256
goSAFE	416-736-5379
Student Parking	416-650-8470

(e) accepts severance pay.

(f) In any consecutive three (3) month period, if employees do not work 50% of their

scheduled shifts, their employment relationship with the Departments of Security, Parking and Transportation Services will be terminated. The provisions of Article 8.05(f) do not apply to employees who are on an authorized leave of absence for the duration of that leave of absence.

- 8.06** 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. For the purposes of Articles 9 and 10, working days shall be considered as falling during the Monday to Friday period regardless of the employee's shift.

- 9.02** No grievance shall be considered where the request for the Complaint Stage meeting, if applicable, or the submission of the written grievance at the appropriate Step, occurs more than five (5) working days after an employee

became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

9.03 COMPLAINT STAGE. If an employee has a grievance the employee shall first discuss the matter with the immediate Supervisor, accompanied by a Union Steward, if the employee so wishes. No grievance shall be deemed to exist until it has been discussed by the employee and the immediate Supervisor, at a suitable time to be fixed by the Supervisor, within two (2) working days of the date of the request for such a discussion. The Supervisor's written answer shall be given within five (5) working days after the said discussion. If no written reply is received the grievance may be filed at Step one (1).

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 employee's Manager, or designate. The written grievance shall be signed by the grievor and the Union Steward 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 Manager, or designate, will give a written reply, within five (5) working days of receipt of the grievance, to the Union Steward concerned, with a copy sent to the Chief Steward. 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 it may be clearly noted STEP 2, dated, signed by the Chief Steward and submitted to the Associate Director, Non-Academic, Employee Relations or designate within ten (10) working days of receipt of the STEP 1 reply. The Associate Director, Non-Academic, Employee Relations or designate and the appropriate management representative(s) shall meet within thirty (30) working days of receipt of the STEP 2 grievance to discuss the grievance with the grievor, the Union Steward concerned, the Chief Steward and a member of the Executive at a time to be mutually agreed-upon within five (5) working days following receipt of the request for such meeting. The University's written reply shall be given, to the Chief Steward, within five (5) working days following the conclusion of this meeting.

9.06 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 a written answer within the required time limit, the Union and the employee may submit the grievance to the next STEP at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required STEPS, time limits and

conditions, the grievance shall be deemed settled on the basis of the University's last answer.

9.07 Mediation

- (a) If a grievance is not settled at STEP 2, the parties may agree to refer the matter to a mutually agreed upon Grievance Mediator.
- (b) Notification to refer the matter to a mutually agreed upon Grievance Mediator shall occur within thirty (30) working days of receipt of the STEP 2 Grievance Response.
- (c) Agreement to refer the matter to mediation does not alter the timelines set out in this Article or in Article 10 - Arbitration, unless agreed upon by the Parties.
- (d) The parties agree to share equally in the cost of the Grievance Mediator.

9.08 Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedure. Any of the time allowances set out in this Article may be extended if mutually agreed to, in writing.

9.09 A group grievance is defined as a grievance where two (2) or more Employees in one (1) or more classifications allege that a specific provision or

interpretation of this Agreement has been violated and the employees request the identical relief. The group grievance shall be presented directly at STEP 1 if only one (1) classification is involved or at STEP 2 if two (2) or more classifications are involved. However, no grievance shall be considered where the grievance is filed more than ten (10) working days after the Union became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto.

9.10 An Employee who wishes to submit a grievance concerning an unsuccessful bid for a job posting shall submit this grievance, which shall indicate the Job Posting Number in question, directly at STEP 2.

9.11 A policy grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of this Collective 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.

ARTICLE 10 - ARBITRATION

10.01 If the grievance is not settled after having duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a period of thirty (30) working

days after receiving the written reply or within ten (10) working days after the meeting with a Grievance Mediator that it intends to proceed to arbitration.

10.02 The party who receives the notice of intention to proceed to arbitration shall notify the other party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen 15 working days, either party shall have the right to request the Ministry of Labour for the Province of Ontario to appoint a sole arbitrator.

10.03 Notwithstanding Article 9.02 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. Failing agreement within this time, either party may request the Minister of Labour for the Province of Ontario to select a chair.

- 10.04** (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).
- (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, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

10.05 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 that has such effect.

10.06 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. Subsection 16 of Section 48 of the Labour Relations Act shall not apply to this Agreement.

ARTICLE 11 - DISCIPLINE, SUSPENSION, OR DISCHARGE

11.01 An 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 Campus Services and Business Operations. For the purposes of Article 11, working days shall be considered as falling during the Monday to Friday period regardless of the employee's shift.

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 and such grievance 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.

- (b) A letter of suspension and all reference thereto will be removed from the employee's file if twelve (12) 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 in the event of a death of a parent, spouse/partner, 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) calendar 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	Family Day

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 fifty cents (\$0.50) per hour for the duration of the shift.

16.06 All employees covered by this agreement will be allocated one shift based on availability and seniority. Further shifts will be allocated by seniority.

(a) Summer employment will be granted to such employees who have notified, in writing, the goSAFE Coordinator, by April 1 of their availability for summer (May, June, July, August) employment.

- (b) employment starting the following September and January will be granted to such employees who have notified, in writing, the goSAFE Coordinator, by August 1 and December 1 respectively of their availability for employment in that semester.

ARTICLE - 17 WAGES

17.01 "Basic Hourly Rate" shall be as noted on Schedule "A" attached as part of this Agreement. Rates will be increased as follows:

Jan. 1, 2009	3.00%
Jan. 1, 2010	3.25%
Jan. 1, 2011	3.00%

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.
- 18.03** The University shall supply all bargaining Unit members with suitable identification and/or attire which properly identify them as University employees.
- 18.04** It is understood that Local 1356-02 members may be granted release time with appropriate notification to the manager in order to attend the 1356/1356-01 Health and Safety Committee meetings as guests in order to bring forward issues of concern to the Committee.

ARTICLE 19 - GENERAL

19.01 Employee Files

The employee personnel files shall be located and maintained under the care and control of the human resources unit of Campus Services and Business Operations. An employee, accompanied by a Union Steward if requested, shall have the right to examine their personnel file in the presence of a management representative during normal business hours. Within five (5) business days after written notice, the employee may read and initial any document concerning their work performance which has been placed in their personnel file. An employee may comment in writing on any document or upon any report concerning the employee's own performance and may request such comment to be placed in this file. Employees shall have the right to a copy of any materials in their file at no cost to the employee.

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 (Student Parking Services, Glendon Student

Safety/Parking Services, Student Safety Services and CCTV Services) 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 four (4) times 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 forty dollars (\$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. Payroll will be notified within one (1) working day and 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 York Student Safety Services Officials with a letter confirming the following:

1. Employment status and start date;
2. requirement to drive university vehicles as part of their regular duties; and,
3. driving record with the University.

19.06 Statutory Licencing Requirements

All employees required by legislation to be licenced under the Private Security and Investigative Services Act, 2005, must hold a valid licence. An employee who does not hold a valid licence may not continue to work in such a position and the University will have no obligation to provide alternate work to any such incumbent employee.

Such an employee is required to provide proof of his/her licence to the Coordinator goSAFE or designate upon request and at each renewal date.

An Employee who no longer holds a valid licence under the Act may request a prompt meeting to discuss the situation with the Union and the Employer.

Employees, other than probationary employees, will be reimbursed for the provincial Security Guards licence renewal fee to a maximum of eighty dollars (\$80.00) per year upon presentation of the receipt of payment for licence renewal. Probationary employees will be reimbursed as above upon successful completion of the probationary period.

19.07 Suspension of Operations Due to Weather

An Employee who is requested to work after the University has suspended operations due to weather will be compensated at a rate of one and one-half (1½) times the Employee's normal rate of pay for that time worked. Employees who arrived for work prior to the suspension of operations, due to weather, and are not requested to work, will be paid at the basic hourly rate of pay for the remainder of the scheduled shift.

19.08 goSAFE employees, other than probationary employees, who have been allocated a minimum of one (1) permanent weekly scheduled shift per term, excluding the summer term, will be entitled to fifty dollars (\$50.00) for shoe/boot allowance. This allowance will be paid out once per each calendar year. Probationary employees will be reimbursed as above upon successful completion of the probationary period.

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:
Associate 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

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

or as notified by the corresponding party.

ARTICLE 22 - DURATION AND MODIFICATION OF AGREEMENT

22.01 This Agreement shall continue in force from January 1, 2009 to December 31, 2011, 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	January 1, <u>2009</u> Basic Hourly Rate	January 1, <u>2010</u> Basic Hourly Rate	January 1, <u>2011</u> Basic Hourly Rate
York Student Safety Official 1	\$13.35	\$13.78	\$14.19
York Student Parking Officer 1	\$13.35	\$13.78	\$14.19
York CCTV Operator	\$13.35	\$13.78	\$14.19
Team Leader	\$15.60	\$16.03	\$16.44

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 twenty-five dollars (\$25.00).

An employee who posts into or is temporarily assigned to be Team Leader shall receive the applicable rate of pay of the classification he/she leads as per the current Collective Agreement, plus \$2.25.

LETTER OF INTENT SAFETY OF MEMBERS

The University and the Union agree to meet within ninety (90) days of the ratification date in order to discuss the safety of members whose shifts end outside the transit hours on campus.

LETTER OF INTENT
Health and Safety

The parties agree to meet within ninety (90) days of the ratification of this collective agreement to discuss the health and safety issues surrounding the current identification and/or attire of goSAFE staff.

LETTER OF UNDERSTANDING
Book Allowance

At recent collective bargaining negotiations the University agreed to provide a fifty dollar (\$50) book allowance to all bargaining unit members. This allowance will be provided once each calendar year to employees who have successfully completed the probationary period and who have been allocated a minimum of one (1) permanent weekly scheduled shift in the fall term. This letter will remain in effect until the expiration of this collective agreement.

Extra Hours of Work Agreement

In accordance with section 17 of the *Employment Standards Act, 2000* ("Act"), the parties agree as follows:

1. The Union agrees on behalf of each employee in the bargaining unit that the Employer may permit him or her to work beyond his or her regular work day to the maximum allowed by the *Act* and beyond forty-eight (48) hours per week to a maximum of sixty (60) hours per week.
2. However, scheduling of extra hours will be on a voluntary basis.
3. The parties agree that this agreement may not be revoked prior to January 1, 2012 except with the parties' mutual consent or a change in legislation.
4. The workweek, for the purpose of calculating extra hours of work, will be considered to be from Sunday to Saturday.

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

For the Employer

For the Union

Paul Campbell

Tanbir Azad (alternate)

Joanne Cary

Chris Frost

Darren Craig

David Gwilt

Stephen Jacobson

Rosemary Kerim

Gino Marano

Jack McCann

Greta Smadbeck

Iftikhar Syed

Iain Waitschies (alternate)

2009

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

2010

January							February							March							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2		1	2	3	4	5	6		1	2	3	4	5	6	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	
24	25	26	27	28	29	30	28							28	29	30	31				
31																					
April							May							June							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2	3						1			1	2	3	4	5	
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25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				
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July							August							September							
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					1	2	3	1	2	3	4	5	6	7				1	2	3	4
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25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			
October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2		1	2	3	4	5	6				1	2	3	4	
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		
31																					

2011

<u>January</u>							<u>February</u>							<u>March</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
<u>April</u>							<u>May</u>							<u>June</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
<u>July</u>							<u>August</u>							<u>September</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
<u>October</u>							<u>November</u>							<u>December</u>						
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						1			1	2	3	4	5					1	2	3
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9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

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