

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY



and



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

2019-2021

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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, 2019
 to
 December 31, 2021

Ratification Date: September 3, 2019

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 Community Safety and Parking 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. The University agrees that it will not exercise the foregoing functions in a manner inconsistent 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, gender expression, gender identity, 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, Equity and Inclusion and the Centre for Sexual Violence Response, Support & Education are 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 in respect of 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 bi-weekly pay following, as authorized by the Union and certified to the University by the Secretary Treasurer of Local 1356-2.

4.03 The University shall remit the amounts deducted to the Secretary Treasurer of CUPE Local 1356-2 after each bi-weekly pay period 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, together with each employee's regular bi-weekly earnings and corresponding regular hours paid and the dues deducted, together with a list of those active employees from whom no deduction was taken and the cumulative total number of employees. A copy of this list complete with total hours worked will be sent to the local Union Treasurer.

4.04 The Employer will schedule a 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 National 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, within five (5) working days of such appointment(s) 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 successfully completed their probationary period.
- 4.09** The privilege of the President or Chief Steward, or their respective 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, Chief Steward or their respective designate reports back immediately upon return. Such permission shall not be unreasonably withheld.

- 4.10**
- (a) The University will recognize a Negotiating Committee composed of the Local President, Financial Officer, Chief Steward 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.
 - (b) 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.
 - (c) Members of the Negotiating Committee regularly scheduled for an evening or night shift that commences within eight (8) hours of the actual conclusion of the negotiating meeting will be given time off during such regularly scheduled working hours, without loss of pay.

(d) Where a member of the Negotiating Committee has shifts that fall within both paragraph (b) and paragraph (c), paragraph (c) shall apply.

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, email addresses (as made available to the University), 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)
Keele goSafe	(1)
Glendon goSafe	(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,
- (e) when the presence of a Union Steward is required by the Collective Agreement or requested by an employee, the Employer will make all reasonable attempts to have the Union Steward assigned to the employee's area attend, unless the employee requests otherwise.

ARTICLE 5 – CONDITIONS OF EMPLOYMENT

5.01 All employees will be required to abide by the following conditions of employment:

- (a) (i) Each employee shall be continuously enrolled and registered as a full time student in a degree program at York University.
- (ii) Employees who complete the equivalent of a full time student course load over a twelve (12) month period (September to August, including summer), shall be deemed to be full time students for the purpose of this Article, provided they have notified their manager in writing prior to falling below normal full time student status (as defined by the University's academic policies).
- (b) (i) Any employee who is no longer continuously enrolled and registered as a full time student (as defined by paragraph (a)(ii) above in a degree program at York University may continue in the bargaining unit for a period of no more than one (1) year after the completion date of the last degree course as a full time student, at which time employment shall be deemed to be terminated.

- (ii) For students who are employed in the Bargaining Unit as of April 1, 2013, 5.01(a) shall not apply until April 30, 2020 provided that such employees remain continuously enrolled in degree courses at York University. However, until April 30, 2020, Article 5.01(b)(i) shall apply to such employees when such enrolment ends, with necessary modification.

- (iii) An employee may apply in writing for a one time exception to the requirements of paragraphs (a) and (b)(i), for a maximum of three (3) consecutive academic Terms ("Terms" shall be defined as the Fall Term, Winter Term and Summer Term), provided the employee remains continuously enrolled in a degree program at the University. Such application must be made prior to falling below the requirements of paragraph (a) except in cases of emergency where it would not be possible to do so. Such requests shall not be unreasonably denied. Should the employee not resume full time status, the one (1) year period described in paragraph (b)(i) shall apply from the date such continuing enrolment ends within this exception period.

- (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 two hundred and fifty (250) hours. The termination of a probationary employee during this period shall be at the sole discretion of the Employer provided that such action is not arbitrary, discriminatory or in bad faith.

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 three (3) times per year, the first working day of March, July and November 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 shifts without providing notification and an explanation acceptable to the University using the following contact numbers:

CCTV	416-736-5931
goSAFE	416-736-5379
Student Parking	416-650-8470

(e) accepts severance pay;

(f) does not work any shifts for a period of six (6) months, unless the Employee has been granted written permission from management to be unavailable.

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 (a) 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.

- (b) An Employee who has filed a grievance in timely fashion alleging a breach of Article 3.02 and who wishes to avail himself/herself of the services of the Centre for Human Rights may do so by so indicating this desire in writing.

If the Grievor elects to pursue the complaint through the Centre for Human Rights or the University Workplace Harassment Prevention Program, the grievance procedure time limits will be suspended from the date of the Employee's written request and such time limits shall not commence to operate until ten (10) working days following the date of the decision of the Centre for Human Rights or Assistant Vice-President Human Resources. During this ten (10) working day period the Grievor must notify the other party if he/she intends to continue to pursue the matter through the grievance procedure.

In the event that the time limits in the grievance procedure have been suspended for more than twelve (12) months, the University may give written notice to the Union and the Grievor that such time limits will commence to operate starting ten (10)

days following the date of such written notice.

The Employee may also choose to have his/her complaint under Article 3.02 dealt with solely pursuant to the grievance procedure under this collective agreement.

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 ten (10) 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 ten (10) 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. Any group grievance shall be presented directly at STEP 1. However, no grievance shall be considered where the grievance is filed more than fifteen (15) 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 have the right to be accompanied by a Union Steward or member of the local Union Executive. If the Employee declines representation, they shall indicate so in writing. 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 Facilities Services. 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 ten (10) 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** An employee who has been summoned to be juror or witness by any body in Canada with the power to subpoena shall supply the Supervisor, or designate, with a copy of the summons as soon as possible after receipt of same. The employee shall be paid the difference between the daily amount received for this service and the employee's normal pay for each day of service performed on which the employee otherwise would have been scheduled to work and does not work.

Such compensation shall be payable only if the employee:

- (a) has given adequate notice, and

- (b) presents a written statement from the appropriate court official showing the date, time served and amount of payment received on each date.

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 Bereavement leave with pay is provided for the purpose of attending a funeral or for the purpose of providing services or solace to the family of the deceased. Employees shall be granted leave from work without loss of normal earnings up to a maximum of three (3) consecutive scheduled days within a seven (7) calendar day period at the time of death of a parent, step-parent, spouse, brother, sister, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, current ward, legal guardian, and same sex partner.

13.02 All 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 or winter term will be entitled to one (1) paid personal day each year (September 1st to August 31st). Each such paid personal day shall be paid at the employee's regular straight time hourly rate of pay for five (5) hours in 2019-2020, five and one-half (5.5) hours in 2020-2021, and six (6) hours in 2021-2022. Such paid personal days may be taken and paid at such time as the employee requests over the year

commencing September 1, provided notice is given.

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 four (4) employees, and not more than one from any one classification, 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 twice 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.

14.04 Leave of Absence Without Pay

An employee may apply in writing for a leave of absence of not more than one (1) year for personal reasons or due to an approved University student exchange/co-op placement. Such requests shall be decided at the sole discretion of Management provided such discretion shall be exercised in a manner that is not arbitrary, discriminatory or in bad faith. Such requests shall be made in advance, except in cases of emergency where it would not be possible to do so.

14.05 Local 1356-2 may request leaves of absence without pay to attend Local 1356-2 business. Such leaves are subject to approval by the University unless the Collective Agreement provides otherwise. Whenever an employee is on an approved leave of absence on Local 1356-2 business; such absence shall result in no loss of seniority nor shall it constitute a break in service so as to affect any benefits to which he/she may be otherwise entitled. Whenever an employee is on an approved, unpaid leave of absence on Union business, the University shall pay the employee's wage and benefits, invoice Local 1356-2 and Local 1356-2 shall, forthwith, remit full reimbursement to the University, such reimbursement being at the rate of the employee on leave or that of his/her replacement.

14.06 Employees are entitled to the following leaves pursuant to the terms of the Employment Standards Act: Family Medical Leave, Family Caregiver Leave, Organ Donor Leave, Critical Illness Leave, Crime-related Child Death or Disappearance Leaves; Domestic or Sexual Violence Leave; and Reservist Leave. Article 5 will not apply during such leaves.

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, including regularly scheduled shifts which are posted after the schedule has been established, will be allocated by seniority, it being understood that an employee may drop another regularly scheduled shift for this purpose.

- (a) Summer employment will be granted to such employees who have notified, in writing, the Operations Manager, 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 Operations Manager, by August 1 and December 1 respectively of their availability for employment in that semester.
- (c) Employees shall be allowed to remove a regularly scheduled shift from their schedule if they notify their respective supervisor/manager, in writing, at least five (5) calendar days in advance of the start of the shift in question.

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, 2019	2.3%
Jan. 1, 2020	2.2%
Jan. 1, 2021	2.1%

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 1356-2 members may be granted release time with appropriate notification to the manager in order to attend Health and Safety Committee meetings as guests in order to bring forward issues of concern to the Committee.
- 18.05** All goSAFE Officials will be provided with first aid and CPR training at the Employer's expense. Parking staff will be offered such training at the Employer's expense, on a voluntary basis.

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 goSAFE, Keele goSAFE 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 four (4) hours pay is made by the University when issuing an employee's pay, payment will be made by direct deposit 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 **Suspension of Operations Due to Weather or Emergencies**

An Employee who is requested to work after the University has suspended operations due to weather or emergencies 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 or emergencies, and are not requested to work, will be paid at the basic hourly rate of pay for the remainder of the scheduled shift.

19.06 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.

19.07 (a) Joint Uniform Committee - CCTV and goSAFE
The University and Local 1356-2 shall form a Joint Uniform Committee consisting of a maximum of six (6) members, with equal representation from each Party, including representatives from CCTV and goSAFE. The Committee shall meet at least once per year or more frequently as required. The Committee shall discuss issues of concern to either of the Parties and proposed changes to uniforms.

(b) Joint Uniform Committee – Parking
The University and Local 1356-2 shall form a Joint Uniform Committee consisting of a maximum of four (4) members, with equal representation from each Party, including representatives from Parking. The Committee shall meet at least once per year or more frequently as required. The Committee shall discuss issues of concern to either of the Parties and proposed changes to uniforms.

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 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: 416-736-5439

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, 2019 to December 31, 2021, 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>2019</u> Basic Hourly Rate	January 1, <u>2020</u> Basic Hourly Rate	January 1, <u>2021</u> Basic Hourly Rate
goSAFE	\$16.35	\$16.71	\$17.06
York Student Parking Officer 1	\$16.35	\$16.71	\$17.06
York CCTV Operator	\$16.35	\$16.71	\$17.06
Team Leader	\$18.60	\$18.96	\$19.31

Basic Hourly Rates applicable upon completion 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
Transportation – Late Work at Glendon

In the event that an employee working at the Glendon campus is required to work beyond 1:00 a.m. and is unable to access the last TTC bus leaving that location, the employer will make arrangements for the employee to be transported to the operational TTC stop closest to the Glendon campus.

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, which shall be credited to their YU-card. 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.

LETTER OF UNDERSTANDING

Re: Bill 124

1. It is mutually understood that this agreement will be subject to the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* ("**Bill 124**") if that Bill is enacted and proclaimed in force and in that event the following shall apply:

2. **EXEMPTION APPLICATION:** The University and the Union will cooperate in requesting that the Government of Ontario exempt this collective agreement from the application of Bill 124, pursuant to Section 21 thereof.

3. **WAGES:** If this collective agreement is not exempted pursuant to Section 21 of Bill 124, amend Article 17.01 and Appendix A of the collective agreement as follows:
 - Effective January 1, 2019 increase all rates by the maximum permitted by Bill 124, but not more than that set forth in paragraph 1(a) of Appendix B of the Parties' Memorandum of Agreement;
 - Effective January 1, 2020 increase all rates by the maximum permitted by Bill 124, but not more than that set forth in paragraph 1(b) of Appendix B of the Parties' Memorandum of Agreement;
 - Effective January 1, 2021 increase all rates by the maximum permitted by Bill 124, but not more than that set forth in paragraph 1(c) of Appendix B of the Parties' Memorandum of Agreement;
 - In the event that the Legislation requires recovery of any wage increases paid to employees pursuant to paragraph 1 of the Memorandum of Agreement

before Bill 124 is proclaimed in force, that are in excess of the above-stated maximums will be dealt with as follows:

- a. For employees who remain in the bargaining unit, any such excess wage increase will be recovered over the course of the three pay periods following proclamation of the Bill, provided that not more than 15% of gross pay shall be deducted from any single pay statement for this purpose and the repayment period shall be extended as necessary to implement this cap;
- b. For employees whose employment is terminated between the date of ratification and the date Bill 124 is proclaimed in force, in the employee's final regular pay period the Employer will hold back the equivalent of 1.3% of their year-to-date 2019 and (if applicable) 2020 earnings. Upon proclamation or withdrawal of the Bill, the Employer will perform a reconciliation and will pay the employee any portion of the holdback that the Bill permits to be paid, in accordance with this 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, 2022, 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

Samara Bishansky

Rocco Biafore

Pamela Boyce-Richard

Jaleel Bockle-Letts

Paul Campbell

Karmah Dudin

Monika Chewinski

Sam Hartmans

Donna Hubbert

Stephen Horner

Michael Humpage

Rosemary Kerim

Amy Lin

Walter Silva

Brian Smeenck

Jason Springer