

COLLECTIVE AGREEMENT

between



YORK UNIVERSITY

and



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

UNIT 2

2015 - 2022

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UNIT 2

Effective dates: March 1, 2015 – February 28, 2022

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ARTICLE 1 - PURPOSE

- 1.01** 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 set forth an Agreement over employment relationships. The Parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01** The Union acknowledges that the prime function of the Employer is to provide teaching and research services and facilities to its students and faculty members.
- 2.02** Except as expressly abridged by this Agreement, the Employer shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its Employees.
- 2.03** Without limiting the generality of the above, these rights include, but are not limited to the right to:
- (a)** Hire, classify, direct, promote, transfer, lay off 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; and
 - (f)** Maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.
- 2.04** In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

ARTICLE 3 - RECOGNITION

- 3.01** Pursuant to the certificates issued by the Ontario Labour Relations Board dated December 2, 1996 and September 8, 2010, and the Minutes of Settlement between the University and the Union dated November 6, 2012, the University recognizes the Union as the exclusive bargaining agent for all its Employees employed within a twenty (20) km radius of the City of Toronto employed for not more than twenty-four (24) hours per week and performing office, clerical, laboratory or technical work save and except those exclusions set out in the above noted certificate, a copy of which, with the "Clarity Note", is attached as Schedule "A".

The University also recognizes the Union as the exclusive bargaining agent for all Employees performing YusApuY bargaining unit work between one (1) and thirty-five (35) hours per week for up to three (3) months.

- 3.02 (a)** A part-time Employee shall be defined as an Employee whose work-week is normally no more than twenty-four (24) hours performing YusApuY bargaining unit work with a specified end date.
- (b)** An interim Employee shall be defined as an Employee employed for a period of up to three (3) months working between one (1) and thirty-five (35) hours per week performing YusApuY bargaining unit work.

The three (3) month period of employment of an interim Employee may be extended upon notification and with the agreement of the Union, in writing, such as in cases where the individual is replacing a continuing Employee who is absent for an indeterminate period, or to assist in the accommodated return to work by a continuing Employee. In cases of sick leave or leave of absence, where the Employee does not return as originally planned, the Union agrees to a special three (3) week extension with the provision that the Union is notified in advance in writing of the change in circumstances and future plans for the position, including any request for a further extension. Such requests for extension will be for no more than three (3) months from the end of the original three (3) month contract and must be agreed to by the Union. The Union will respond expeditiously to such requests.

ARTICLE 4 – NO HARASSMENT/DISCRIMINATION

- 4.01 (a)** The Employer and the Union agree there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin and/or nationality, beliefs, colour, ethnic origin, citizenship, creed, sex, gender, gender identity, gender expression, age, political or religious affiliations, sexual orientation, record of offences, marital status,

family status, immune status, disability, nor by reason of membership or non-membership or activity or lack of activity in the Union.

- (b) The Parties agree that, except where statutory provisions of Ontario or Canada stipulate otherwise, Employees in same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.
- 4.02** No Employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.
- 4.03** The Parties are committed to fostering a working environment, including accommodation, that is free from discrimination and harassment in accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act.
- 4.04** The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment, and agree to take all possible and appropriate action to foster such an environment.
- 4.05** Sexual harassment in the workplace shall be defined in accordance with the Occupational Health and Safety Act and the Ontario Human Rights Code. For example, this may include:

 - (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
 - (b) expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - (c) expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
 - (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.
- 4.06** The Parties agree to foster a harassment-free workplace.
- 4.07** Harassment in the workplace shall be defined in accordance with the Occupational Health and Safety Act and the Ontario Human Rights Code.

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

Harassment in the workplace includes:

- (a) threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment.
 - (b) Retaliation or threat of retaliation against an individual who makes a harassment complaint.
- 4.08 (a) A grievance concerning the alleged breach of this Article may be submitted directly at Step 2 (**Article 8 – Complaints/Grievances**) of the grievance process within fifteen (15) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.
- (b) Where an Employee has filed a formal complaint through the office of the Ombudsperson or Centre for Human Rights, Equity and Inclusion, the time restrictions for filing a grievance as it pertains to the complaint will be considered suspended through the processing of the complaint by the Ombudsperson or the Centre.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 – UNION MEMBERSHIP

- 6.01 Each Employee who is a member of the Union on the date this Agreement is ratified shall remain a member.
- 6.02 The Employer will deduct each pay period from the earnings of each bargaining unit member, a sum equal to the Union dues and/or assessments as certified to the Employer from time to time by the Treasurer of the Union. The Employer shall remit the dues and/or assessments within two (2) weeks of the pay period with a statement showing the names and Employee identification numbers of those Employees, from whose pay a deduction was made, together with each Employee's earnings and corresponding hours paid and the dues deducted. A copy of this list will be sent to the Union office in electronic form.
- 6.03 The Union shall be advised each month of all persons in the bargaining unit including employee ID number, name, department name(s), job title(s), hourly rate(s), last start date, email address (where provided to the Employer), phone

number (where provided to the Employer), street address, sex, and employment category (part-time or interim). The list shall be provided in electronic form.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 (a)** In order that no individual Employee or group of Employees shall undertake to represent the Union without proper Union authorisation, the Union shall provide the Employer, in writing, with the names, departments and locations of all its Union representatives mentioned in this Agreement. The Employer shall recognize such representatives only from the date of receipt of such notice, however such representatives shall not normally be eligible for time off from work to attend to Union business earlier than three (3) working days following receipt by the Employer of such notice. The Employer shall recognize that Executive Board members identified to the Employer as Officers may perform the same duties as Union Stewards.
- (b)** The Employer agrees that an Employee may have a YusApuY steward present at a meeting under this **Article 7** and the appointment of the steward or representative is a YusApuY right. YusApuY will make a representative available on short notice where circumstances reasonably require the presence of a YusApuY representative on an urgent basis. It is understood and agreed that any issues arising out of this paragraph will be the subject of joint consultation.
- 7.02** The Union acknowledges that its representatives have their duties to perform as Employees of the Employer, and agrees that such persons shall not request nor be granted unreasonable amounts of time off from work to attend to Union business as provided for in this Agreement. If more than one (1) representative works in the same department, the Employer may not be able to release more than one (1) of them at any one (1) time for meetings contemplated in this Article. If an Employee is elected/appointed to more than one (1) Union position, and in the supervisor's opinion there may be operational difficulties in the amount of release time which may be required to attend to such Union business, the Parties shall meet in a Labour/Management meeting to attempt to devise a mutually agreeable schedule of release time.
- 7.03** The Union's designated representatives on University committees, and members of Union committees specified in this Agreement, shall suffer no loss of normal pay or seniority while attending meetings with the Employer where their presence is required or permitted under the terms of this Agreement, or requested by the Employer. Representatives may in addition be granted reasonable time off without loss of normal pay or seniority in order to investigate the circumstances surrounding an Employee's grievance or alleged grievance and to confer with the Employee concerned. It is understood that this clause applies to meetings held during the Employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond or commencing prior to the Employee's normal working hours. **[See Letter of Understanding: Joint Committees.]**

- 7.04 (a)** Any representative needing time off during their normal working hours to attend to Union business as allowed for in this Agreement, shall request permission from their supervisor, as far in advance as possible, and such permission shall not be unreasonably withheld. If permission is granted the Employee shall report back to the supervisor immediately upon return.
- (b)** During this release, such members shall continue to accrue seniority and any other entitlements provided for in this collective agreement.
- 7.05 (a)** The Employer will recognize the President, First Vice-President or Second Vice-President, Chair of Bargaining, and up to four (4) members of YusApuY Unit 2 as the Bargaining Committee who shall be given time off during normal working hours without loss of pay and/or seniority while attending negotiation meetings with the Employer.
- (b)** Members of the Bargaining 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 or seniority.
- (c)** Members of the Bargaining 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 or seniority.
- (d)** Where a member of the Bargaining Committee has shifts that fall within both paragraph (b) and paragraph (c), paragraph (c) shall apply.
- (e)** An Employee may be granted up to five (5) working days Union Duty Leave, without pay, to prepare for YusApuY Unit 2 bargaining, provided that:
- (i)** A written or electronic request for such leave has been submitted to the Employee's Supervisor at least five (5) working days in advance;
 - (ii)** Such leaves are subject to approval by the University; and
 - (iii)** For purposes of clarity, **Article 7.02** applies to these requests
- 7.06** The appropriate representatives shall be permitted to meet with new Employees, any time prior to completion of probation, for the purpose of explaining the benefits and duties of Union membership. This meeting may be scheduled during working hours and, where this is the case, it shall be arranged in advance on a basis mutually agreeable between the Union and appropriate manager. Such meetings shall not exceed twenty (20) minutes.
- 7.07** Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to the existing Labour/Management Committee consisting of three (3) Union and three (3) Employer representatives. **[See Letter of Understanding: Joint Committees.]**

- 7.08 (a)** The Employer agrees to grant, without loss of normal salary or seniority if scheduled to work, a two (2) hour lunch period to Employees in the bargaining unit for purposes of attending a ratification meeting for this Agreement.
- (b)** The Employer agrees to grant, without loss of normal salary or seniority if scheduled to work, a one (1) hour period to attend one (1) General Meeting immediately following the Unit 1 General Meeting. Sufficient time will be allowed between these meetings to allow Unit 1 Employees to return to work.

For these meetings, YusApuY Unit 2 members who work at locations other than the Keele campus will be allowed reasonable additional time for travel, not to exceed one (1) hour, in order to be in attendance at the Keele campus.

- 7.09 (a)** The Employer agrees that an Employee may have a Union Steward present at a meeting, initiated by management, where performance issues of a serious nature which may result in future disciplinary action will be discussed. The purpose of this meeting will be clearly stated in the written or electronic meeting notification.
- (b)** The Employer agrees that an Employee may have a Union Steward present at a meeting, initiated by the Employee, the purpose of which as clearly stated in the written or electronic meeting notification, is to discuss the Employee's assigned responsibilities and/or performance in the workplace.
- (c)** The Employer agrees that two (2) or more Employees in a unit may have a Union Steward present at a meeting, initiated by the Employees, the purpose of which as clearly stated in the written or electronic meeting notification, is to discuss the Employees' assigned responsibilities and/or work-related concerns. The Employees' meeting requests shall include the names of the Employees that wish to attend the meeting. Unless otherwise informed in advance in writing, no more than two (2) management representatives shall normally be present during this meeting.

7.10 Meetings described in **Article 7.09** of the Collective Agreement shall normally occur during the Employee's regularly scheduled shift.

ARTICLE 8 - COMPLAINTS/GRIEVANCES

- 8.01 (a)** For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any Employee bound by this Agreement or between the Employer and the Union.

- (b) Saturdays, Sundays, and Holidays (**Article 21.01 - Paid Holiday**) will not be counted in determining the time within which any action is to be taken or completed under the Complaints/Grievances and Arbitration Process.
- (c) Any of the time allowances set out in this Article may be extended, if mutually agreed to, in writing, by the Parties.

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

Complaints Process

8.02 An Employee may request a meeting to discuss a complaint. At such a meeting an Employee may be accompanied by a Union Steward, and will meet with the Employee's manager or designate, who may be accompanied by another manager or designate, at a time to be set by the manager. This discussion shall be requested by the Employee no later than fifteen (15) working days after the Employee became aware, or reasonably ought to have been aware, of the circumstances giving rise to the complaint. By agreement of those present, additional **Article 8.02** meetings may be scheduled. The manager's or the designate's reply shall be given to the Employee and the Union Steward, if requested to attend, no later than five (5) working days following the last discussion.

Grievance Process

8.03 Grievance **Step 1**: With the exception of a grievance that may be submitted directly at **Step 2** as provided for in this Agreement, no grievance shall be deemed to exist unless there has been a meeting as provided for in **Article 8.02** above, at which both a Union Steward and a manager is present. If the complaint is not resolved at this meeting it shall be set forth in writing on a grievance form provided by the Union, signed by the Grievor and a Union Steward and given to the manager. The written grievance shall be submitted no later than ten (10) working days following receipt of the manager's or the designate's reply provided for in **Article 8.02** above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. A **Step 1** meeting shall be scheduled and normally held within ten (10) working days of the filing of the **Step 1** grievance. The meeting shall include the Employee, a Union Steward, and the Employee's manager and another manager. The manager shall give a written **Step 1** reply to the Union, with a copy to the Employee, no later than ten (10) working days following the **Step 1** meeting.

8.04 Grievance **Step 2**: If the grievance is not settled at **Step 1** it shall be submitted in writing to the Associate Director, Employee Relations no later than five (5) working days following receipt of the **Step 1** reply. This grievance shall be signed by the Employee and the Chair of the Grievance Committee or designated representative. The Associate Director, Employee Relations or designated representative and the appropriate management representatives shall meet to discuss the grievance with the Grievor, a Union Officer and other appropriate Union representatives. The **Step**

2 meeting shall normally be held within thirty (30) working days of the filing of the **Step 2** grievance. The Employer's written **Step 2** reply shall be given no later than five (5) working days following the **Step 2** meeting.

- 8.05** If a grievance is not settled at **Step 2**, it may be taken to Arbitration as provided for in **Article 9 - Mediation/Arbitration**.
- 8.06** The Parties agree to follow the Complaints/Grievances Process in accordance with the steps, time limits and conditions contained herein. If, at any step, the Employer's representative or the manager fails to give a written reply within the required time limit, or fails to give a response as required in **Article 8.02**, the Union may submit the grievance at the next step. Unless the Union proceeds to the next step in the Complaints/Grievances/Arbitration Process in accordance with the time limits and conditions, the grievance shall be deemed to have been resolved.
- 8.07** A group grievance shall be defined as a grievance where two (2) or more Employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief, and shall be submitted by the Union directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.
- 8.08** A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement, and shall be submitted by the Union directly at **Step 2**. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after the Union became aware of the circumstances giving rise to the grievance.
- 8.09** The Parties agree that a Grievor or Grievors shall be given sufficient release time paid by the Employer, from their work duties and responsibilities in order to attend the grievance preparation meeting(s) and the grievance meeting(s). The Employee will give his/her supervisor reasonable notice of any such scheduled meetings.

ARTICLE 9 - MEDIATION/ARBITRATION

Mediation Process

- 9.01** The Union and the Employer agree to undertake a mediation process to assist in resolving differences or disputes, except Exclusion grievances, arising between the Parties to this Agreement based upon the following:
- (a) If the Parties fail to resolve a grievance after Step 2, the grievance shall normally be referred to the next pre-scheduled monthly mediation. Each Party reserves the right to opt out of the mediation process on a grievance-by-grievance basis, in exceptional cases. At each pre-scheduled monthly mediation, the Parties shall attempt to resolve all

grievances processed, but not resolved, through the grievance procedure in the preceding month. If the number of grievances referred to mediation is impractical, the Parties may agree to schedule an additional mediation with a mediator on the agreed list, or to defer one (1) or more grievances to the next monthly mediation.

- (b) The costs of the mediation shall be borne equally by the Employer and the Union.
- (c) Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the Parties.
- (d) If a mutually acceptable resolution is not reached, the grievance will proceed to arbitration.
- (e) The Parties will not be represented by legal counsel in the mediation process unless they agree otherwise. The grievance may not be referred to arbitration before the mediator. The mediator shall not be compellable as a witness in any subsequent proceeding relating to the grievance.
- (f) The time limits in the grievance procedure shall be suspended until the completion of the mediation process.
- (g) Nothing in this Article shall restrict the right of any Party from referring a grievance to arbitration under Section 49 of the Labour Relations Act, 1995, but where no such referral is made, this mediation process shall normally be completed before any grievance is referred to arbitration, subject to paragraph 9.01(a).

9.02 The Parties shall schedule one (1) mediation date every month with a mediator from the following list; this list may be amended annually by agreement of the Parties. If the Parties are unable to agree on changes to the mediator list, no changes shall be made during the term of the collective agreement.

- a. Eli Gedalof
- b. Peter Chauvin
- c. Marilyn Silverman
- d. Lorne Slotnick
- e. Kevin Burkett
- f. Larry Steinberg
- g. William Kaplan
- h. Chris Albertyn

Subject to availability, one (1) mediator shall be appointed in the above rotation once every month, but if any mediator is unavailable, the Parties shall proceed to the next mediator on the list.

Arbitration Process

9.03 If a grievance is not settled at mediation, the grievance may be taken to arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by the President of the Union and given to the Associate Director, Employee Relations no later than fifteen (15) working days following receipt of the Employer's written reply as required in **Step 2 (Article 8 – Complaints/Grievances)**.

With regard to the arbitration process, Arbitrators shall be selected from the following rotation which may be amended annually by agreement of the Parties:

- a. Kevin Burkett
- b. Peter Chauvin
- c. Louisa Davie
- d. William Kaplan
- e. Larry Steinberg
- f. Lorne Slotnick
- g. Marilyn Silverman
- h. Stephen Raymond

9.04 One (1) arbitrator shall be appointed from the above rotation so that an arbitration is scheduled once every month. This frequency shall be altered by agreement of the Parties in writing, where appropriate, having regard for the volume of cases that remain unresolved after Grievance Mediation. If any arbitrator is unavailable for a date agreeable to the Parties, the Parties shall proceed to the next arbitrator on the list. The Parties will make their best efforts to have arbitrations scheduled at least fourteen (14) months in advance, with an even distribution of dates among the listed arbitrators.

9.05 Cases referred to arbitration shall be assigned to arbitrators on the above list by mutual agreement of the Parties. Such assignment shall take place within ten (10) working days following the grieving Party's notice that the matter shall be referred to arbitration. If the Parties are unable to agree within ten (10) working days, the case shall be assigned in rotation to the next arbitrator on the list who has not yet been assigned a case. The Parties may agree to refer any grievance to an Arbitrator who is not on the agreed list.

9.06 Notwithstanding **Article 9.03** above, the Parties may agree to refer a grievance to a three (3) person Board of Arbitration. If the Party referring a grievance to arbitration proposes this, the written notice shall contain the name and address of the Party's appointee to the Board. The responding Party shall advise whether it is in agreement with the appointment of a three (3) person Board of Arbitration, and if so, shall provide the name and address of its appointee to the Board no later than ten (10) working days following receipt of the referring Party's written notice. The two (2) appointees shall, within ten (10) working days, select an impartial chair who may or may not be on the list referenced in **Article 9.03**. Failing agreement within this time, either Party may request the Minister of Labour for the Province of Ontario

to select a Chair. If the responding Party does not agree with the appointment of a three-person board, the grievance shall be dealt with in accordance with **Articles 9.04 and 9.05**.

9.07 When referring a grievance to arbitration:

The written notice shall contain the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought from the arbitrator or arbitration board.

9.08 The arbitrator or the arbitration board shall hear and determine the matter in dispute and issue an award which shall be final and binding upon the Parties to this Agreement. The arbitrator or arbitration board shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.

9.09 (a) The Parties agree that the Grievor(s) and the Union Steward shall be given sufficient release time, paid by the Employer, from their work duties and responsibilities in order to attend the arbitration preparation meeting(s) and the arbitration hearing(s)/mediation(s).

(a) Each Party shall bear the expenses of all other representatives, participants and witnesses and for the preparation and presentation of its own case.

(b) The fees and expenses of the Arbitrator shall be borne equally by the Parties.

ARTICLE 10 - SENIORITY

10.01 An Employee attains seniority upon completion of the probationary period (see **Article 15.01 - Probation**), however seniority, on completion of probation, shall be calculated in hours worked, beginning **September 7, 1997**, or for those hired after that date, from the date of hire.

10.02 If eight (8) consecutive calendar months elapse, during which an Employee works no hours, all seniority will be lost and the employment relationship terminated, except where the Employee is on a protected leave or a combination of protected leaves as provided for by the Employment Standards Act or the Ontario Human Rights Code, provided that the Employee has notified the Employer at the commencement of such a leave.

10.03 The Employer shall provide the Union with a current seniority list twice each year as of the last pay date in December and the last pay date in June. The list will include Employee ID number, name, and seniority calculated in hours worked. This list will be provided electronically, within fifteen (15) days of the pay period specified above.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01** All Employees shall be accompanied by a Union Steward on the occasion of a meeting with no more than two (2) representatives of management, unless otherwise agreed to by the Parties, where discharge, reprimand, suspension, demotion or other disciplinary action is to be discussed.
- 11.02** An Employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than five (5) working days following the meeting. This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to the YusApuY office and the Associate Director, Employee Relations and placed in the Employee's Employee file in the hiring department.
- 11.03 (a)** If twelve (12) months elapse without further similar related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
- (b)** If eighteen (18) months elapse without further similar or related incidents, this letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
- 11.04** A grievance concerning a discharge or suspension without pay may be submitted directly at Step 2 to the Associate Director, Employee Relations (**see Article 8 – Complaints/Grievances**) no later than five (5) working days following receipt of the letter provided for under Article 11.02 above.

ARTICLE 12 - JOB POSTING

- 12.01 (a)** If a hiring unit elects to fill a part-time bargaining unit position, which will last more than one (1) month it will be posted electronically, including on an Employer-administered career page and may also be posted in the hiring unit, with a copy of the posting sent concurrently to Human Resources. A copy of the job postings will be sent electronically to the Union twice per year, in January and July.
- (b)** If a hiring unit elects to fill an interim bargaining unit position:
- (i)** the request may be forwarded to the York University Temporary Agency (YUTA) or its successor, which will consider any applications it has on file from members of the bargaining unit, with due regard for relevant skills, demonstrated ability, availability, experience and seniority before hiring new employees; or

- (ii) the position will be posted electronically, including on an Employer-administered career page and may also be posted in the hiring unit, with a copy of the posting sent concurrently to Human Resources. A copy of the job postings will be sent electronically to the Union twice per year, in January and July.
- (c) Any newly created position which is to be posted by a hiring unit or filled by YUTA shall be evaluated for purposes of placement in the appropriate pay band. The position will be evaluated by a job analyst using the YUSA 2 job evaluation tool. The evaluation will be confirmed through the joint sore thumbing process.
- (d) In the event of a dispute between the Parties after the joint sore thumbing process is complete, the Parties shall prepare a written summary outlining the area(s) of disagreement and the rationale for the differing viewpoints and submit the summary to the Compensation Office. The Compensation Office shall forward all job information including the written summary to the Labour/Management committee within five (5) working days, for binding resolution.

12.02 The posting will indicate the hiring unit, job classification and job title, estimated number of hours or hours per week, a start and end date for the position, the number of vacancies, if more than one, qualifications and/or preferred qualifications, expectations of the position and the manner in which applications are to be submitted (e.g. specified email address or website link).

12.03 It is recognized that any member of YusApuY Unit 2 may apply for these postings, provided that the Employer shall not be required to consider an Employee who has not completed their probationary period, or who already is employed in a bargaining unit position and does not intend to resign from that position if the application is successful (see **Article 13.01**).

12.04 Employees applying for a posted position shall submit an application package consisting of a resume and an application form in the manner required in the posting. The application form will have an area for the applicant to indicate they are a member of the Union. New positions and vacancies will be posted as needed.

12.05 When filling a posted position, the hiring unit will first consider applications from members of YusApuY Unit 2 with seniority. Among such applicants, York University students will be considered first. The selection shall be based on relevancy of experience, qualifications, skills, demonstrated ability and competency. Where two (2) or more applicants are relatively equal with respect to the factors described above, seniority shall determine the selection. After York University students have been considered, other applicants with YusApuY Unit 2 seniority shall be considered in accordance with these criteria.

- 12.06** If there are no qualified applicants for a posted position who have seniority, the hiring area may consider applicants who are not members of the bargaining unit.
- 12.07** If a posted position becomes vacant, or additional Employees are required for the posted position, within sixty (60) days of its being filled, the Employer shall reconsider the original qualified applicants, without further posting.
- 12.08** Pursuant to **Article 12.02(m)** of the YusApuY Unit 1 collective agreement, where no YusApuY Unit 1 applicant has been deemed qualified, and the search is extended within the University, it is acknowledged that priority will first be given to applicants from YusApuY Unit 2.
- 12.09** Should a fully qualified candidate not be readily available, the Employer retains the right to utilize the services of an external hiring agency in order to meet operational requirements of the hiring area.

ARTICLE 13 - CONDITIONS OF EMPLOYMENT

13.01 Employees will be required to abide by the following conditions of employment:

(a) To qualify for the provisions of **Article 12.05 - Job Posting** student Employees shall provide satisfactory proof of enrolment and registration in degree courses at York University prior to the commencement of the Employee's first shift or as soon as practicable. Student status shall end twelve (12) months after the Employee ceases to be enrolled and registered in degree credit courses at York University. Failure to comply, or misrepresentation of student status will result in termination.

(b) **Part-time Employees** may not normally as a result of holding more than one (1) YusApuY Unit 2 bargaining unit position exceed twenty-four (24) hours of work in a week, except in atypical circumstances or as otherwise agreed to by the Parties.

Interim Employees shall not exceed the limit of thirty-five (35) hours of work in a week. This limit applies whether the Employee is only Interim or holds both an Interim and a part-time position. Failure to notify the Employee's immediate supervisor(s) about holding more than one position is grounds for being terminated from at least one (1) of these positions.

(c) As a condition of employment, all Employees are required to sign and abide by the terms outlined in the University's current "Hours of Work Compliance Form".

13.02 If the Employer intends, or if an Employee is of the opinion that, significant additional or alternate duties have been or will be assigned by the Employer for the balance of an Employee's assignment, the issue will be referred to the Compensation Department to be evaluated. This shall be done during the

assignment, using a Change of Duties Form (“CDF”) setting out the additional or alternative duties, the date they begin and shall be signed by the Manager and the Employee. Any CDFs submitted will be provided to the Union within sixty (60) days. Any resulting change with applicable pay band shall become effective on the date these changes take effect. No Employee shall suffer a loss of pay as a result of such change.

ARTICLE 14 - POLICY ON STUDENT HIRING

14.01 The Union acknowledges that the Employer has a policy of preferred hiring for York University students when hiring new Employees into the bargaining unit.

ARTICLE 15 - PROBATION

15.01 A new Employee shall be considered probationary until that Employee has worked a total of three hundred and twenty-five (325) hours or after six (6) months if the Employee has worked a minimum of one hundred (100) hours in the same hiring unit. Completed hours of work shall be cumulative from academic session to academic session for the purpose of satisfying these provisions.

15.02 Probationary Employees may be laid off for lack of work or discharged during the probationary period at management's discretion based on reasonable standards of performance and suitability.

15.03 When an Employee who has accrued and retained seniority is appointed to a subsequent assignment that Employee shall be deemed to have already completed probation satisfactorily.

ARTICLE 16 - HEALTH & SAFETY

16.01 (a) York University requires that:

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

(b) The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and shall comply with the current Ontario Occupational Health and Safety Act.

(c) The Employer agrees that occupational health and safety encompasses:

- (i) striving for a hazard-free workplace;
 - (ii) the prevention of work-related injuries and illnesses.
- (d) The Employer recognizes the right of workers to be informed about hazards in the workplace, to participate in Health and Safety Committees, to be provided with appropriate training, to be consulted and have input, to receive fair representation by a worker member of the YusApuY Joint Health and Safety Committee and the right to refuse unsafe work consistent with the current Occupational Health and Safety Act.
- 16.02 (a)**
- (i) The YusApuY Joint Health and Safety Committee shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.
 - (ii) The Employer agrees to continue education on safety and security procedures for Employees.
- (b) Incidents and accidents that occur at the workplace shall be reported/investigated in accordance with the York University Accident Response/Investigation program. Copies of the Accident Investigation report will be sent to the appropriate Health and Safety Committee.
- 16.03** Where the wearing of protective clothing (with the exception of safety shoes – Article 16.04), equipment or devices is prescribed by the Occupational Health and Safety Act, or where the Parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.
- 16.04 (a)** Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to \$100.00 each year of the term of this agreement, for the purchase of such approved shoes or boots and the wearing of same shall be a condition of employment.
- (b) The Employer will provide non-prescription safety glasses to Employees who are required to wear them as a requirement of the position.
- 16.05** At an Employee's written request to YusApuY Unit 2, the appropriate representatives of the Parties agree to meet promptly, with a view to resolving concerns related to security at work.
- 16.06 (a)** At the Employee's written request to the Union, the Parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing Employee with a view to resolving her concerns within a reasonable time relating to her health and safety at work which may also include working with a computer work station.

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

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

In the event that the Employee's concerns are not resolved, the appropriate representatives of the Parties agree to meet with the Employee promptly following the request.

- (c)** The Employer shall make every reasonable effort to notify Employees and provide information to Employees of hazards in the workplace prior to the start of a renovation or construction project.

16.07 The Employer shall provide, at the Union's specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety.

The Employer also agrees to notify the Union of testing dates and to allow a worker member of the YusApuY Joint Health and Safety Committee to be present when the tests are performed.

16.08 The Employer shall continue to have a Working Alone Program for the protection of employees who may work alone. A copy of the Program will be posted on all Health and Safety bulletin boards as well as on the Employer's website.

16.09 (a) YusApuY members shall not be appointed as Area Health and Safety Officers or back-up to designated Area Health and Safety Officers;

(b) The Employer shall maintain a current list of Area Health and Safety Officers on the website of Health, Safety and Employee Well-Being (HSEWB).

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

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Employees shall be granted leave from work without loss of normal earnings up to a maximum of three (3) consecutive days at the time of death of a parent, spouse, brother, sister, child, current ward, legal guardian or same-sex partner.

ARTICLE 18 - JURY AND WITNESS DUTY LEAVE

18.01 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 or as a surety in a criminal case or who serves as a juror in any court. The University shall pay to the Employee the difference between normal earnings 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 a juror in any court.

ARTICLE 19 - MATERNITY LEAVE

19.01 In cases of maternity or parental leave, an unpaid leave of absence shall be allowed in accordance with the applicable employment standards legislation.

19.02 Seniority rights of Employees on such leaves or returning from such leaves shall be as described in **Article 10.02**.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 (a) The normal work-week of part-time Employees shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of twenty-four (24) hours per week.

The normal work-week of interim Employees shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of thirty-five (35) hours per week.

(b) Part-time Employees in continuous operations, however, may be required to work no more than eight (8) hours per day, exclusive of an unpaid meal break, to a maximum of twenty-four (24) hours per week.

Interim Employees in continuous operations, however, may be required to work no more than eight (8) hours per day, exclusive of an unpaid meal break to a maximum of thirty-five (35) hours per week.

- (c) It is recognized that in specific situation(s), managers and Employees may mutually agree to individual arrangements, which result in variations of the normal working day, where the Employee and the manager agree, the Employee may take a shortened unpaid meal break of one half (1/2) hour and leave one half (1/2) hour prior to the normal end of their work shift. Where mutual agreement is not reached, the normal working hours of the position shall apply.
- 20.02** Each Employee shall be entitled to one (1) fifteen (15) minute paid break period in each three and one half (3½) hour work period.
- 20.03** A shift shall be defined as a period of time worked during the work-day, and shall be deemed to fall on the calendar day in which fifty percent (50%) or more of its hours fall.
- 20.04** Overtime shall be defined as any period of time worked by Employees at the explicit direction of their supervisor, or manager in excess of the normal working hours in a day, as outlined in **Articles 20.01** and **20.02** above, or in excess of thirty-five (35) hours in a week.
- 20.05** Overtime shall be compensated by pay at one and one half (1½) times the Employee's regular hourly rate. The Employer agrees to consult with the Union in advance on any Employee who may be required to work in excess of forty (40) hours in a week.
- 20.06 (a)** It is expressly understood that there is no guarantee as to the number of hours to be worked in a week or as to the duration of the assignment. If the University deems it necessary to alter the regular schedule or number of hours to be worked or to terminate the assignment it shall give the Employee as much notice as possible, in writing.
- (b)** Where an Employee's regularly scheduled shift is cancelled with less than eight (8) hours notice and the Employee reports for work, the Employee will receive three (3) hours pay at their regular rate.
- 20.07** Recognizing that the Employer has a policy of preferred hiring for York University students, the Parties acknowledge that students may require time to fulfill the requirements of their academic career. The Employer will not unreasonably deny requests for such unpaid leave. However, it is understood that the Employee shall make the request, in writing, as far in advance as possible.
- 20.08** Employees who:
- (a)** are required to work a minimum of two (2) hours overtime before or after but joined to their normal shift; or
- (b)** are otherwise required to work four (4) or more continuous hours overtime, shall receive a meal allowance of \$14.00. Meal breaks taken before,

during or after working overtime shall be without pay and shall be scheduled by the supervisor.

ARTICLE 21 - PAID HOLIDAYS

21.01 Subject to **Articles 21.02** and **21.03** the following Holidays shall be granted with pay to Employees at their regular rate for their normal number of daily working hours:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

21.02 Employees will not qualify for holiday pay as set out in **Article 21.04** if:

- (a) the Employee does not work his or her scheduled regular day of work preceding or following the holiday;
- (b) the Employee having agreed to work on a public holiday does not report for and perform the work without reasonable cause.

21.03 Where not provided for by statute, the Employer shall designate the day of observance of paid holidays in the aforementioned clause **Article 21.01**. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

21.04 All Employees who qualify for holiday pay as set out in **Article 21.02** shall receive holiday pay as follows: the total of the Employee's regular wages and vacation pay in the four weeks before the week in which the holiday falls – divided by twenty (20).

ARTICLE 22 - VACATION PAY

22.01 The Employer shall pay vacation pay to each Employee in each pay period, as follows:

- (a) if an employee has been continuously in the employ of the Employer for less than five (5) years: four per cent (4%) of the Employee's wages earned in the pay period; and

- (b) if an employee has been continuously in the employ of the Employer for five (5) years or more: six per cent (6%) of the Employee's wages earned in the pay period.

22.02 For the purpose of this Article,

- (a) the term "wages" shall not include vacation pay and the said premium shall not be paid on vacation pay; and
- (b) the term "continuously in the employ" shall mean that the employee's employment has not been terminated pursuant to **Article 10.02**.

22.03 The Parties agree that due to the nature of the employment of the Employees, it is unnecessary for the Employer to schedule paid vacation times for them.

ARTICLE 23 - GENERAL

23.01 Uniforms

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

23.02 Mileage Allowance

Employees shall be eligible under the terms of the Reimbursement of Expenses Policy and Procedures to be reimbursed according to the policy in effect at the time the expense was incurred.

23.03 Weather Conditions

- (a) If severe weather conditions preclude the opening of a campus of the University in the morning, or severe weather conditions necessitate early closing of a campus during the day, on the authority of the President, the University campus will be closed from a specific time that day. Unless instructions to the contrary are announced it shall be assumed the University campus will be open as usual the following day. If such closing takes place before the commencement of an Employee's regularly scheduled hours of work, Employees will not be expected to report for work and no salary will be paid.

However, if the University closes early during an Employee's regularly scheduled hours of work, and where the Employee has reported to work, the Employee will not suffer any loss of salary for that day's scheduled hours.

For the purpose of this clause, "campus" shall mean Keele campus, Glendon campus, Miles S. Nadal Management Centre, Osgoode

Professional Development (downtown Toronto location) and any other satellite location.

- (b)** An Employee who is required to report to work or remain at work on a day when the University has suspended operations due to inclement weather at the campus to which they must report will be compensated at a rate of one and one-half (1 ½) times the Employee's regular rate of pay.

Employees who at the explicit direction of management are required to work after the University has been closed will be paid at 1.5 times their regular hourly rate for hours worked.

ARTICLE 24 - CORRESPONDENCE

24.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be sent as follows:

To the Employer:

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

To the Union:

President
YusApuY
190 Albany Rd.
4700 Keele Street
Toronto, Ontario
M3J 1P3
yusapuy@yusapuy.ca

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall continue in force and effect until February 28, 2022 and shall continue automatically thereafter for periods of one (1) year unless either Party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

SCHEDULE "A"

- WAGE RATES FOR YusApuY UNIT 2 EMPLOYEES

Effective March 1, 2019

BAND	Effective March 1, 2019	Effective March 1, 2020	Effective March 1, 2021
1	\$14.75	\$15.08	\$15.40
2	\$15.76	\$16.11	\$16.45
3	\$18.35	\$18.75	\$19.14
4	\$20.94	\$21.40	\$21.85
5	\$23.53	\$24.05	\$24.56
6	\$26.11	\$26.68	\$27.24
7	\$28.69	\$29.32	\$29.94

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

York University Staff Association,

Applicant

- and -

York University,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOETH CERTIFY York University Staff Association as the bargaining agent of all of Employees of York University employed within 20 km radius of Metropolitan Toronto, employed for not more than 24 hours per week and performing office, clerical, laboratory or technical work, save and except managers, persons above the rank of manager, all academic appointees of the University including faculty, teaching staff, and graduate students, all persons employed in a professional capacity, including those employed in the fields of engineering, accounting, library science, medicine and nursing, all persons employed in student counselling in the classification of counsellor, senior counsellor, counselling officer, student advisor, program supervisor, project supervisor and project associate, all persons paid from other than Operating or Ancillary funds, all persons employed in the Department of Human Resources, and all persons employed outside of the department in the classification of personnel co-ordinator, office manager, personnel assistant and director of accounts and personnel, all persons employed in the offices of the president, vice-presidents, assistance vice-presidents, and associate vice-presidents, Employees employed in the offices of the Secretary of the University and Director of Financial Planning in the classification of Assistant, all assistants and administrative assistants to deans, directors, department chairpersons and college masters, all confidential programmers, students employed during the school vacation period, students hired under a work/study programme and all Employees covered by subsisting collective agreements.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 2nd day of December, 1996.

ONTARIO LABOUR RELATIONS BOARD

T.A. Inniss

Registrar

Clarity Note

Work study programme includes the OSAP work study programme and like need-based programmes, provided the eligibility requirements with respect to financial need and the requirement to be a full-time York University student are identical to, or at least as restrictive as those of the OSAP work/study programme. In no case will the hours worked per week by students in such like programmes exceed fifteen (15) hours.

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. **MODERATION PERIOD:** The Parties agree that the “moderation period” for purposes of that Bill is the period of three (3) years from the commencement date of this Agreement (being March 1, 2015 to February 28, 2018), and that increases provided for in Section 1 of Appendix B of the Memorandum of Agreement comply with Section 9 to 12 inclusive of Bill 124.
3. **BILL 124 COMPLIANCE MEASURES:** If, contrary to the Parties’ understanding, any increases paid to employees pursuant to Appendix B of the Memorandum of Agreement are found by the Government of Ontario to be in excess of those permitted by Bill 124:
 - (a) the University and the Union will cooperate in requesting that the Government of Ontario exempt this collective agreement from application of Bill 124, pursuant to section 21 thereof; and
 - (b) in the absence of a successful exemption application and parties are unable to agree how to respond to an adverse ruling by the Government of Ontario regarding compliance with Bill 124, the dispute shall be remitted to Arbitrator Kevin Burkett on an expedited basis to ensure compliance with Bill 124 (with the remainder of the collective agreement remaining in force).
4. **DISPUTE RESOLUTION:** Any other disputes regarding the interpretation or application of this Letter of Understanding shall be referred to Arbitrator Kevin Burkett.

Letter of Understanding – Employees of the Institute for Social Research

Employees employed in the Institute for Social Research (“ISR”) shall be subject to all of the terms of the collective agreement with the following modifications:

Specific Penalty

1. The Parties agree that an Employee engaging in any of the following conduct shall be dismissed immediately for cause and that an arbitrator hearing a grievance relating to such dismissal can only review whether the conduct occurred but cannot substitute an alternate penalty for discharge:
 - (a) Falsification of research data;
 - (b) Disclosure of confidential research data, including personal information;
or
 - (c) Breach of research ethics, which shall be defined as follows:
 - (i) Fabrication: Making up data, source material, methodologies or findings, including graphs and images.
 - (ii) Falsification: Manipulating, changing, or omitting data, source material, methodologies or findings, including graphs and images, without acknowledgement and which results in inaccurate findings or conclusions.
 - (iii) Destruction of research records: The destruction of one’s own or another’s research data or records to specifically avoid the detection of wrongdoing or in contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional or disciplinary standards.
2. For all other misconduct, subject to **Article 11** of the Agreement, an Employee shall be subject to progressive discipline as follows:

An Employee will receive a written warning.

An Employee will receive a suspension of one (1) to three (3) days without pay.

An Employee will be dismissed for cause.

An Employee may be immediately dismissed for cause if the circumstances are serious enough to warrant such dismissal.

Attendance

3. The Parties agree that proper attendance for Employees employed in the ISR is essential for the achievement of research objectives. Accordingly, an Employee engaging in any of the following conduct, other than as a result of an illness or disability, shall be subject to progressive discipline as stated in paragraph 2:
 - (a) Arriving late for the commencement of their shift;
 - (b) Leaving early or returning late from a scheduled break;
 - (c) Leaving prior to the end of their shift;
 - (d) Taking an unauthorized break; or
 - (e) Unauthorized absence.

Union Representation

4. Unless otherwise agreed to by the Parties, meetings described in **Articles 7.09** and **11.01** of the collective agreement shall occur during the Employee's regularly scheduled shift.

Monitoring

5. The Parties agree that, given the nature of work performed at the ISR, Employees may be monitored while performing their work. The Parties agree that such monitoring of Employees is a reasonable exercise of the Employer's Management rights in the specific circumstances of the ISR Employees.

Abandonment of Employment

6. (a) The Parties agree that ISR employees are required to provide their available hours of work on a consistent basis. Where an Employee has not provided any available hours of work for a two-week period of time, the Employer shall contact such Employee and provide him or her with verbal notice that he or she is required to provide their available hours of work during the one-week period following such notice. If an Employee fails to do so during this one-week period without reasonable justification, he or she shall be considered to have abandoned his or her position in ISR. Where an Employee's position has been abandoned in accordance with this provision, such employee shall have no further rights under the collective agreement to a position in ISR.
- (b) If an ISR Employee has been scheduled and is absent for five (5) consecutive scheduled working days, without notifying the Manager, and providing a reasonable explanation, the Employee shall be deemed to have abandoned his/her position in ISR. Where an Employee's position

has been abandoned, such Employee shall have no right to any further scheduled hours for the balance of his/her current work assignment (contract) in ISR.

Return to Prior Position

7. Should an Employee with seniority apply for a posted vacancy and be unsatisfactory, unable or unwilling to perform the duties of the posted position within thirty (30) days of starting the job, he/she shall be returned to his/her immediately previous position in ISR, where applicable (unless the Employee has been dismissed for cause pursuant to paragraph 1 of this Letter). Where an Employee's immediately previous position does not exist, such Employee's work assignment (contract) shall end.

LETTER OF UNDERSTANDING - JOINT COMMITTEES

The Parties agree that YusApuY representation on Joint and University Committees will not increase as a result of this Agreement.

LETTER OF UNDERSTANDING – PAID LEAVE Interim Employees

An interim Employee, who has completed probation three hundred and twenty-five (325) hours, shall be entitled to two (2) hours of paid leave time for each one hundred (100) worked hours of an interim assignment.

It is understood that this paid leave time may only be taken during the assignment in which it is earned and cannot be accrued from one (1) assignment to another.

Entitlement to these provisions, for Employees who have completed probation, will commence with the start of their first new assignment following ratification of this collective agreement.

The Parties agree to these provisions on an experimental basis during the term of this collective agreement. These provisions shall be subject to review at negotiations.

The Parties will meet at the request of either party to review the operation of these provisions and to discuss any changes that may be appropriate.

LETTER OF UNDERSTANDING - WAGE RATES

The Parties agree to discuss anomalous situations and the issue of red-circling part-time Employees as they arise during the life of this contract.

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

YORK UNIVERSITY/
UNIVERSITÉ YORK

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

C. Ablack _____

S. Day _____

S. Bishansky _____

W. Hollingshead _____

P. Campbell _____

G. Malfatti _____

D. Craig _____

A. Nwabuogu _____

R. Myles _____

K. Sargeant _____

S. Sherman _____

B. Smeenk _____

L. Tomassi _____

2019

2020

2021

2022

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