

# **COLLECTIVE AGREEMENT**

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**between**



**and**

**The International Union of Operating Engineers  
Local 772**

**2011 – 2014**

AGREEMENT

Between

**YORK UNIVERSITY**

(hereinafter referred to as the "University")

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 772**

(hereinafter referred to as the "Union")

Effective Dates:

From: July 1, 2011

To: June 30, 2014

Ratification Date: September 27, 2012

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.



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## **ARTICLE 1 - Recognition**

- 1.01** The University recognizes the Union as the exclusive bargaining representative for all Operating Engineers and those classifications as outlined in Schedule "A", save and except supervisors, persons above the rank of supervisor, persons covered by other collective agreements with the University, and office staff.

## **ARTICLE 2 - Management Functions**

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

## **ARTICLE 3 - Compliance With Act**

- 3.01** The University, the Union and the employees covered by this Agreement agree to comply with the Technical Standards and Authority Act, 2000, as amended from time to time.
- 3.02** 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.

## **ARTICLE 4 - Relationship**

- 4.01** The University agrees that there will be no discrimination or intimidation practiced or permitted by any of its officials, officers or supervisors against any employee of the bargaining unit.
- 4.02** The University and the Union agree there shall be no discrimination, against any employee because of membership or non-membership in any lawful union or because of race, colour, creed, place of origin, ancestry, ethnic origin, citizenship, age, sex, sexual orientation, marital status, family status or handicap.
- There will be no solicitations for membership, collection of dues or other Union activity during an employee's working hours, except those activities which are specifically authorized by the University.
- 4.03** The University agrees to allow meetings to be held in the Central Utilities Buildings lunchrooms to deal with matters pertaining to the business relations of the Union and the University. Permission for the meetings will be granted upon application to the Director of Energy Management or designate.

- 4.04** The University will furnish space on a notice board in the Central Utilities Buildings for the posting of reasonable Union notices. No notices of matters of a controversial nature, literature or other written material shall be posted, but such Union notices shall be limited to notification of meetings and other items of legitimate interest to local Union Members.
- 4.05** The Union shall submit any notices it desires posted on this notice board to the Director of Energy Management or designate, for approval.
- 4.06** Other than those specifically provided for above, neither the Union nor any of its members shall post written material on University premises, nor shall they deface any notices.
- 4.07** The University agrees that the Union Steward shall be given the opportunity of interviewing each new employee once upon completion of the employee's probationary period for the purpose of informing such employee of the existence of the Union at the University and of ascertaining if the employee desires to become a member. The University shall advise the Union from time to time as to the name(s) of the persons to be interviewed, and the time and place for such interview, the duration of which shall not exceed ten minutes.
- 4.08** Upon prior request of the Union a representative may visit the University premises for the purpose of participating in any official Union business or duties required by the members covered under this Agreement provided such visits do not interfere with operations or with employees while at work.
- 4.09** There will be one Union Steward and one alternate to represent the bargaining unit for York University. The Union will notify the University in writing of the name of the Union Steward and alternate duly appointed or elected.
- 4.10** The Union negotiating committee shall consist of three (3) elected members – one (1) shift engineer, one (1) maintenance engineer and one (1) maintenance technician (Glendon Campus). The Union will notify the University in writing of the names of the Union negotiating committee.

#### **ARTICLE 5 - Union Security and Check-Off**

- 5.01** During the period of this Agreement all employees who are members of the Union or who later become members of the Union must remain members in good standing as a condition of employment.

- 5.02** As a condition of the continued employment of an employee who is a member of the Union, the University will deduct from the employee's pay each calendar month such monthly dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws.
- 5.03** From a new employee's first pay following satisfactory completion of the employee's probationary period an amount equal to the Union initiation fee will be deducted. From this and subsequent pays a further amount equal to monthly dues and assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws will be deducted.
- 5.04** The amount of such initiation fee, dues and assessments shall be certified to the University by the Financial Secretary of the Union. Monies so deducted will be remitted by cheque to the Union prior to the end of the month in which the deduction is made along with a statement showing the names of those employees from whose pay a deduction has been made.
- 5.05** Any deduction of dues and assessments will be cancelled automatically if an employee ceases to be employed in the bargaining unit.

#### **ARTICLE 6 - No Strikes - No Lockouts**

- 6.01** There will be no strikes or lock-outs so long as this Agreement continues to operate.
- 6.02** In the event of a legal picket line being established by another organization the University will not penalize employees who, due to conditions beyond the employees' control, cannot safely cross such picket lines.
- 6.03** In the event that any employee of York University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees. Nothing stated above will prevent employees covered by this agreement from performing work they would otherwise perform in emergency situations.

#### **ARTICLE 7 - Probationary Period**

- 7.01** Unless both the Union Steward and the University agree, in writing, to an extension of time, new employees shall be considered probationary employees for a period of up to ninety (90) days worked commencing from the date of the employee's appointment to a bargaining unit position. In the event of a grievance concerning the discharge of a probationary employee,



such grievance may be submitted directly at **STEP 2**. The termination of an employee during an employee's probationary period shall be at the sole discretion of the University.

### **ARTICLE 8 – Seniority**

**8.01** The University agrees to observe the seniority of employees within each classification in connection with promotions, demotions, transfers, lay-offs and recalls, so far as it is practical to do so, providing their other qualifications are comparable. Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

**8.02** (a) In the event of a reduction of work the least senior employee in each classification shall be the first laid off. Employees shall be recalled in the reverse order to that in which they were laid off.

(b) It is understood that all term and task assignments will be terminated in a "classification" prior to any layoff.

**8.03** When an employee is laid off, the employee shall have the option of filling a vacant position for which the employee is qualified, or if no vacancy exists, of displacing an employee in a lower classification provided the employee who is laid off has more seniority in terms of service within the bargaining unit than the employee in the lower classification. It is understood that for bumping purposes Maintenance Technician I, 2nd Class Engineer, Shift, 2nd Class Engineer Maintenance and Relief, shall be considered as one classification. Further, Maintenance Technician II, 3rd Class Engineer, Shift and 3rd Class Engineer Maintenance and Relief shall be considered as one classification as shall the Classifications Fourth Class Engineer and Maintenance Technician III. When an employee exercises this option the employee shall be paid the rate for the lower classification.

**8.04** In the event of a layoff the University will give the affected employee formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act. Concurrently, a copy of this notice will be sent to the Union. A Union Steward shall be permitted to meet with the employee once during the working hours and without loss of pay prior to the employee being laid-off. The time and place for the meeting shall be arranged by the Immediate Supervisor of the affected employee.

The Union and the University shall meet with the employee within three (3) working days of receipt of such notice to discuss the options available under the terms of **8.03**.

**8.05** An employee who is laid off and does not exercise his options under **Article 8.03** may elect to receive severance pay at the rate of one week's pay at the employee's regular rate of pay for each completed year of service to

fifteen (15) years, and at the rate of two (2) week's pay for each additional completed year of service to a total maximum of twenty-six (26) weeks (a partial year of service will be pro-rated at the appropriate rate by completed months). The employment relationship of an employee who elects to accept severance pay shall be terminated effective the date of receipt of such monies.

**8.06** A seniority list shall be revised and posted within ten (10) calendar days of the signing of this Agreement. This list will be revised and posted to reflect subsequent changes in the Bargaining Unit.

**8.07** If an employee is promoted to a position that has supervisory responsibilities over members of the bargaining unit the employee shall retain seniority acquired to the date of such promotion but will not continue to accrue further seniority.

In the event the employee returns to the bargaining unit position before completion of a three-month trial period the employee will return to the former bargaining unit position. In the event the employee returns to the bargaining unit after completion of the three-month trial period, no existing member shall be bumped as a direct result of a return after the three-month trial period.

### **ARTICLE 9 - Loss of Seniority**

**9.01** Employee seniority and the employment relationship shall be terminated for any of the following reasons:

- (a) If an employee quits the employment of the University for any reason;
- (b) if an employee is justifiably discharged;
- (c) if an employee has been laid off for a period exceeding twelve (12) months;
- (d) if an employee fails to notify the University of the employee's intention to return to work within three (3) working days after delivery of a University recall notice by Registered Mail to the employee's last address as set out in the University records;
- (e) if an employee fails to report for work on the date and at the time specified in the recall notice;
- (f) if an employee accepts other employment or engages in a profitable enterprise while on an approved leave of absence.

**9.02** Employee seniority shall be frozen after twelve (12) months of absence due to any disability arising from an illness or accident.

### **ARTICLE 10 - Supervisory Performance**

**10.01** Nothing in this Agreement shall be construed to prohibit the Supervisory Personnel from operating the plant in case of emergency or for the purpose of commissioning newly installed machinery or for the purpose of instructing bargaining unit members .

**10.02** In the absence of the Chief Engineer and when a member of the bargaining unit is formally designated in charge, the latter shall receive a premium of 10% of their base rate for hours worked in a day.

### **ARTICLE 11 - Employee's Responsibilities**

**11.01** Each employee will be required to maintain the premises and equipment according to the University's recognized practices.

### **ARTICLE 12 - Grievance Procedure**

- 12.01**
- (a) The purpose of this Article is to provide the sole method for the settlement of a grievance which shall be presented and processed in accordance with the steps, time limits and conditions herein set forth.
  - (b) An employee who has filed a grievance in timely fashion alleging a breach of Article 4.02 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. 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 4.02 dealt with solely pursuant to the grievance procedure under this collective agreement.

- 12.02** A grievance must be presented within seven (7) days from the date an employee became aware, or reasonably ought to have been aware, of the occurrences giving rise there to. If an employee has a grievance, the employee shall first discuss the matter with the Chief Engineer at the Keele Street Campus, or designate, or the Superintendent at Glendon, or designate, accompanied, if desired, by the Union Steward at a reasonable time to be fixed by the appropriate Supervisor. No grievance shall be deemed to exist until it has been discussed with the employee and/or Union Steward and the appropriate Supervisor within the time limits and conditions herein set forth. The Chief Engineer at the Keele Street Campus, or designate, or the Superintendent at Glendon, or designate's oral answer shall be given within two (2) days of the matter having been discussed.
- 12.03** **STEP 1** If the grievance is not settled as provided for in **12.02**, it shall be given, in writing, within five (5) working days to the Director, Energy Management or designate. At this point the grievance shall be signed by the grievor and the Union Steward and shall contain details of the matter in dispute, the specific provision or interpretation of the Agreement that has been allegedly violated and the relief sought. The Director, Energy Management or designate, as appropriate shall give a written reply within five (5) working days of receipt of the grievance to the Steward.
- 12.04** **STEP 2** If the grievance is not settled in **STEP 1**, the grievance may be appealed in writing signed by the grievor and the Union Steward or a Union Official, within five (5) working days after receipt of the written answer from the Director, Energy Management at the Keele Campus or designate or the Chief Engineer for Glendon or designate to the Associate Director, Non-Academic Employee Relations. The Associate Director, Non-Academic Employee Relations or designate and the Director of Energy Management or designate, shall meet to discuss the grievance with the grievor, the Union Steward and a Union Official, if the Steward so requests, at a time to be mutually agreed upon within five (5) working days from the receipt of the request for such meeting. The University's written answer to the grievance shall be given within five (5) working days from the date the meeting was concluded.
- 12.05** If the grievance is not settled in **STEP 2**, it may be taken to Arbitration by a written notice given to the University within ten (10) days after receipt of the University's written reply as required in **STEP 2**. The appeal to Arbitration shall be in accordance with the procedure and conditions set forth in **Article 13** of this Agreement.
- 12.06** 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 appeal the grievance to the next step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the steps, time

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

- 12.07** Any of the time allowances set out in this Article may be extended by the mutual agreement of the University and the Union in writing.
- 12.08** The Union shall furnish, in writing, a list of Stewards and any of the agents whose office is mentioned in the steps of the Grievance Procedure. This list will be kept current and the University is not obligated to recognize, for any purpose, as representatives of the Union any person or persons whose name has not been communicated to the University. A Steward shall not suffer loss of pay while attending a grievance or negotiating meeting with the University during the Steward's normal working hours. However, no employee shall be paid by the University for time spent in any meeting convened by a Conciliator or Mediator or for any meeting resulting from the establishment of an Arbitration Board.
- 12.09** Saturdays, Sundays and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedures.
- 12.10** A group grievance is defined as a grievance where two or more employees allege that a specific provision or interpretation of this Agreement has been violated. A group grievance shall be presented directly at **STEP 2** within seven (7) days from the date when the Union became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto.
- 12.11** 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 **12.02**. The provisions of this section may not be used with respect to a grievance directly affecting individual employees or a group of employees.
- 12.12** A grievance concerning a layoff shall be submitted directly at **STEP 2** subject to the time limits set in **12.02**.

### **ARTICLE 13 - Arbitration**

- 13.01** No matter, other than a grievance which is a violation of a specific provision as written and expressed in this Agreement or a matter that relates to the interpretation, application or administration of this Agreement can be reviewed on its merits by the Board of Arbitration. If the grievance does not

meet the aforementioned standard and involves a matter outside of the expressed terms of this Agreement and it is not specifically covered by a written provision of this Agreement, and the matter is submitted to the Board of Arbitration, the Board of Arbitration shall refrain from reviewing the merits of the grievance. In such cases, the Board of Arbitration shall deny the grievance on the basis of the University's last answer to the Grievance Procedure as set forth in **Article 12** of this Agreement.

- 13.02** The Parties agree that the steps, time limits and conditions specified in **Article 12**, Grievance Procedure, shall be binding upon the Parties for the purpose of this Article unless an extension of such limits has been mutually agreed to, in writing. Sub-section 16 of Section 48 of the Labour Relations Act (R.S.O.) shall not apply to this Agreement.
- 13.03** The request by either Party for a Board of Arbitration shall name that party's appointee to the Board. The recipient of the notice shall within five (5) days advise the other Party of the name of its appointee to the Board of Arbitration.
- 13.04** The Appointees to the Board of Arbitration shall within five (5) days decide upon the selection of the Chair of the Board. If the Parties cannot agree upon the selection of the Chair, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial third member to act as Chair.
- 13.05** No person may be appointed to the Board of Arbitration who has been directly involved in attempts to negotiate or settle the grievance.
- 13.06** Each Party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Chair, the hearing room and any other expenses incidental to the Arbitration Hearing shall be borne equally by the Parties.
- 13.07** The Board of Arbitration shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or an expressly written amendment or supplement thereto, or to extend its duration, unless the Parties have expressly agreed, in writing, to give it specific authority to do so, or to make an award which has this effect. The Award of a majority of the Board of Arbitration so made shall be final and binding on the Parties.
- 13.08** Pending the raising, processing and settlement of the Grievance and the Award of the Board of Arbitration, and during the term of this Agreement, the Parties agree to abide by all the provisions of **Article 6**, No Strikes - No Lockouts of this Agreement.
- 13.09** It is further agreed that the parties may agree to a single mutually agreed-upon arbitrator to hear the matter.

## **ARTICLE 14 - Discipline**

- 14.01** (a) In the event of disciplinary action being taken any employee shall be permitted representation by the employee's Steward during interviews with the employee's Supervisor. Disciplinary action for the purpose of this Article shall constitute a written reprimand, a suspension or a discharge.
- (b) If disciplinary action is taken, the employee shall receive written notice of such discipline within five (5) days with copies sent concurrently to the Union and placed in the employee's personnel file in the Department of Human Resources. If eighteen (18) months elapse without further discipline being issued, this letter will be removed from the employee's personnel file and the employee's past record shall not be used against them.
- 14.02** An employee who wishes to file a grievance protesting the employee's discharge may do so, in writing, on a form provided by the Union, and approved by the University, and filed within five (5) working days of the date the discharge occurred. **STEP 1** of the Grievance Procedure shall be waived in this instance and the grievance shall be initiated at **STEP 2** of the Grievance Procedure.

## **ARTICLE 15 - Jury and Witness Duty**

- 15.01** When an employee is summoned by any body in Canada with the power to subpoena and reports for jury or witness duty, the employee shall be paid the basic rate of 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 16 - Bereavement Leave**

- 16.01** Bereavement leave with pay is provided for the purpose of attending a funeral or for the purpose of providing service or solace to the family of the deceased. Therefore, in the event of a death in immediate family an employee will be granted, upon request, up to a maximum of five (5) days without loss of pay calculated at the employee's basic hourly rate. The term "immediate family" means the employee's spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, grandparent and spouse's grandparent, brother, sister, grandchild or same sex partner. Employees

shall be granted leave from work without loss of normal salary up to a maximum of three (3) consecutive working days for the following members, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

- 16.02** Bereavement leave shall be substituted for vacation and sick when employees are bereaved during scheduled vacation and sick periods as defined in **Article 16.01**.

### **ARTICLE 17 - Leaves of Absence**

- 17.01** It is agreed that an employee may be granted leave of absence without pay for personal reasons. Application must be made in writing and submitted to the employee's Supervisor for approval at least seven (7) days prior to start of said leave except in cases of emergency where such notice would not be practicable. Such permission shall not be unreasonably withheld.
- 17.02** If granted, a leave of absence shall not exceed twelve (12) months. If a leave of absence does not exceed three (3) months the employee shall continue to accrue seniority. The University and the employee shall continue to pay their regular portion of the premiums for the applicable Employee Benefit Plans (**Article 25.03**). If a leave of absence does exceed three (3) months, seniority shall be frozen and not accrue beyond the three (3) month period. Employees may continue to participate in the Employee Benefit Plans (**Article 25.03**) by paying the total cost of applicable premiums, monthly in advance, to the University. Employees shall provide written confirmation of intent to return to work two (2) weeks prior to the agreed-upon return to work date, and shall be reinstated in their former position.
- 17.03** An employee who is elected to an executive office of the Union shall receive every consideration of the University to make it possible for the employee to attend Union meetings or conventions. Such an employee shall be granted, upon written request, leave of absence without pay for a period not exceeding thirty-six (36) months and maintain seniority rights. Not more than one employee shall be on such leave at any one time. Application must be made in writing and submitted to the employee's Supervisor for approval at least one (1) month prior to the start of said leave. Further, the Union will give the University one (1) month's prior notice of the return of the employee from such leave.
- 17.04** The Steward or alternate may be granted up to a total of forty (40) hours, per contract year to attend Union-sponsored educational or Health and Safety related courses. The Union agrees to provide ten (10) days' notice in writing to the Employer of such leave. The University will reimburse the employee at fifty percent (50%) of the applicable hourly rate to a maximum of twenty (20) hours per contract year.



## ARTICLE 18 - Sick Leave

- 18.01** Upon completion of the probationary period an employee shall start to accrue a credit of one and one half (1½) days of sick leave entitlement, calculated from the employee's last date of hire, and payable at the employee's basic rate of pay, for each completed calendar month of employment.
- 18.02** The unused portion of sick leave in any one calendar year shall accumulate from year to year up to a maximum of one hundred and fifteen (115) working days. A report of sick leave credits for each employee will be posted once each year in January.
- 18.03** If an employee is unable to complete a regular shift or report for regular work due to personal illness the employee must report this absence to the immediate Supervisor as soon as possible. Failure to do so may result in the claim for sick pay being denied. Further, the University reserves the right to receive from the employee proof of illness in the form of a medical certificate signed by a qualified medical practitioner.
- 18.04** No sick leave credits shall accrue to any employee in any month when that employee is absent for more than fifteen (15) working days, other than on regular vacation leave.
- 18.05** An employee prevented from performing regular work on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act, shall at the employee's option and upon written request, receive from the University, the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's basic rate of pay, the amount so paid being deducted from the employee's accumulated sick leave credits.
- Payment by the University shall not continue further when accumulated sick leave credits have been exhausted.
- 18.06** In case of illness of an immediate member of the family of an employee and where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying the employee's immediate Supervisor to use up to a maximum of ten (10) days per calendar year from the employee's accumulated sick leave credits.
- 18.07** An employee shall be entitled to use up to two (2) sick days per calendar year from his/her sick credit entitlement to meet situations that cannot reasonably be scheduled outside of scheduled working hours. In approving the specific timing of such leave, departmental operating requirements shall be the major consideration. Requests for such leave must be made in written and submitted to the supervisor at least five (5) days in advance

except in cases of emergency when such notice would not be possible. Permission shall not be unreasonably withheld. Unused portions of such leave shall not accrue from year to year.

**18.08** At December 31<sup>st</sup> of each year, each employee having two (2) or more years' continuous service with the University at that date, and who has accumulated ten (10) or more sick leave credits since January 1<sup>st</sup> of that year, shall elect to either:

- (a) carry forward such credits into the following year; or
- (b) be paid at fifty percent of such credits at the employee's basic rate of pay and carry forward the balance into the following year.

**18.09** An employee whose sick leave credits were recorded at the maximum level on the preceding December 31<sup>st</sup> shall, if the employee would have otherwise qualified under **18.08**, receive pay for fifty percent (50%) of such credits at the employee's basic rate of pay.

**18.10** An employee who retires or resigns from the University after having accrued five (5) years' continuous service with the University shall receive an amount equal to fifty percent (50%) of the employee's outstanding sick leave credits. In the event of the death of an employee having five (5) year's continuous service with the University, an amount equal to fifty percent (50%) of the employee's outstanding sick leave credits, if any, shall be paid to the employee's surviving spouse. In the event there is no surviving spouse, the amount shall be payable to the employee's estate.

**18.11** The Attendance Improvement Committee shall consist of one representative from the Union, one representative from Management and one representative from the Department of Human Resources. The Committee shall have access to all attendance records for members of the Union and shall be able to advise an individual employee that an improvement in attendance is required.

**18.12** Employees returning from sick leave that has not exceeded twelve (12) months shall be reinstated to their former classification. Employees returning from sick leave that has exceeded twelve (12) months shall provide the University with an acceptable certificate of fitness to return to work signed by a legally qualified medical practitioner. Upon provision of this certificate employees will be placed in a vacant position in the employee's former classification or, if no vacancy exists and if the employee has sufficient seniority, the employee may elect to bump an employee in the returning employee's former classification in accordance with **Article 8.06**. Employee seniority shall be frozen after twelve (12) months of absence due to any disability arising from an illness or accident.

## ARTICLE 19 - Pregnancy and Parental Leave

### 19.01 Pregnancy Leave

An employee who is pregnant shall be entitled, upon her application, to a leave of absence commencing no earlier than seventeen (17) weeks immediately before the estimated birth date. This leave shall be for no more than seventeen (17) consecutive weeks or such shorter leave as she may request. If an employee commences pregnancy leave prior to completion of her probationary period, the full probationary period shall begin anew upon her return from such leave.

An employee shall give her supervisor two (2) weeks notice, in writing, of the day on which she intends to commence her pregnancy leave, and the intended duration of such leave. She shall provide her supervisor with a certificate signed by a legally qualified medical practitioner stating that she is pregnant and giving the estimated birth date.

The University may require a pregnant employee to commence leave at any time when the duties of her position cannot reasonably be performed by the pregnant woman, or the performance of her work is materially affected by the pregnancy. Any grievance arising from such decision shall be initiated at **STEP 2**.

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

- (a) An employee who returns to work on the expiration of her pregnancy leave shall be reinstated in her former position. The employee shall confirm her return date with her supervisor at least two (2) weeks in advance.
- (b) An employee wishing to return earlier from a seventeen week (17) pregnancy leave, shall notify her supervisor, in writing, at least four (4) weeks in advance, giving the revised date of return.

An employee whose pregnancy leave would normally commence or cease during the Christmas and New Year's Day break (**Article 24.03**) shall receive payment, at her regular rate, for those Holidays and/or grant days on which she would otherwise have been at work.

## 19.02

### Parental Leave

An employee who has been employed in a bargaining unit position for at least thirteen (13) weeks shall be entitled to a leave of absence without pay of up to thirty-five (35) weeks for the birth mother, or thirty-seven (37) weeks for other new parents following:

- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

The parental leave of an employee who has taken pregnancy leave shall commence immediately upon the completion of her pregnancy leave unless the child has not yet come into the custody, care and control of a parent for the first time.

In the latter case, the parental leave shall begin no later than thirty-five (35) weeks after the day the child came into the custody, care and control of a parent for the first time.

The parental leave of an employee who has not taken pregnancy leave shall commence no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

If an employee intends to take parental leave immediately following her pregnancy leave, she shall notify her supervisor, in writing, prior to the commencement of her pregnancy leave. Otherwise an employee shall notify her supervisor, in writing, four (4) weeks prior to the commencement of such leave. Notice of parental leave shall also include the intended duration of such leave.

An employee wishing to return from a parental leave prior to the original date of return shall notify the supervisor, in writing, at least four (4) weeks in advance, giving the revised date of return.

An employee who wishes to follow a parental leave with a leave of absence without pay shall request the leave prior to the commencement of the parental leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not however be unreasonably denied.

Where the combined leaves (pregnancy, parental, leave of absence without pay) do not exceed twelve (12) months, employees shall be reinstated in their former position. If the combined absence exceeds twelve (12) months, employees may, upon providing written confirmation of availability to return

to work, use their seniority to obtain a position as provided for in **Article 20 - Job Posting**, for a maximum period of three (3) months following termination of the leave.

The University and employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans (**Article 26**) during pregnancy and/or parental leave. Employees may continue to participate in the Employee Benefit Plans (**Article 26.01** - excluding York University Pension Plan) during a leave of absence without pay following parental leave by paying the total cost of applicable premiums to the University, in advance, monthly for any full month in which they do not work, subject to the provision of the Plans, for a period not to exceed five (5) months. The Employee shall continue to accrue seniority for up to thirty-five (35) weeks during any combination of pregnancy, parental and/or leave of absence without pay.

### **ARTICLE 20 - Job Posting**

- 20.01** If the University elects to fill a bargaining unit position for which no termination date is anticipated at the time of appointment, such position shall be posted for a period of seven (7) calendar days with a copy being sent to the Chief Steward. When filling vacancies or promoting employees the qualifications of the employee shall be given primary consideration. Where two (2) or more qualified applicants are relatively equal with respect to skills and demonstrated ability, seniority within the classification, as stated in **Article 8.06** will determine the selection. Each campus will be advised of vacancies occurring at the other location.
- 20.02** If the University elects to fill a bargaining unit position for a definite term or task that is expected to last not more than twelve (12) months, such position shall also be posted, but no secondary posting may occur. Upon completion of the definite term or task the employee, provided the employee transferred from a continuing bargaining unit position, shall be returned to the employee's original position. In the event the original position no longer exists, such employee will be placed in a vacancy in the employee's former classification. If no such vacancy exists, the employee will be allowed to exercise seniority to bump into the former classification. Otherwise, upon completion of the definite term or task the employee will be terminated. Such termination shall not be subject to the grievance procedure.
- 20.03** An employee wishing to apply for a posted position must do so in writing within seven (7) calendar days of the date of posting. The University shall provide the Chief Steward with a Job Posting Summary which shall include the name, seniority dates and classification of all applicants, whether or not an applicant was selected, or that the University intends to extend its search.

- 20.04** An employee who is promoted or transferred to a new position shall have a trial period in the new position for up to sixty (60) days worked. For promotions or transfers of Shift classification employees to Maintenance and Relief classification positions, up to sixty (60) days worked will mean up to sixty (60) days worked on Maintenance. If the employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to the University, the employee shall be returned to the employee's former position. Any other employee who had been promoted or transferred shall be returned to that employee's former position.

### **ARTICLE 21 - Vacations**

- 21.01** For the purpose of calculating vacation credits, Vacation Credit Years will be computed from July 1<sup>st</sup> in each year to June 30<sup>th</sup> inclusive in the following year. Employees will accrue the under noted vacation credits for each month in which they work fifteen (15) days or more during their first and subsequent Vacation Credit Years. For the purposes of entitlement paid vacation and paid sick leave, other than absence due to a compensable accident or illness within the meaning of the Workers' Compensation Act, will be considered as days worked.

- 21.02** Vacation credits earned in one (1) vacation credit year shall be taken no later than the end of the subsequent vacation credit year. Normally vacations will be taken between January 5<sup>th</sup> and the following December 22<sup>nd</sup> and arranged for in order of employees' seniority if possible, unless otherwise arranged between the employees and the University. Employees having more than two (2) weeks vacation may have such vacation continuously if taken prior to June 1<sup>st</sup> or after September 1<sup>st</sup>. The alternative shall be two (2) weeks between June 1<sup>st</sup> and September 1<sup>st</sup>, and the balance before or after unless mutually satisfactory arrangements are arrived at between the University and the employee making the request. Employees wishing to split their two(2)-week period between June 1<sup>st</sup> to September 1<sup>st</sup> may request to do so but can only exercise their seniority for one (1) period.

**21.03** **Vacation Credits**

During first Vacation Credit Year:

1 day/month to a maximum of ten (10) days

During second to seventh Credit Year:

1 1/4 days/month to a maximum of fifteen (15) days/year

During eighth to sixteenth Credit Year:

1 2/3 days/month to a maximum of twenty (20) days/year

During seventeenth to twenty-fifth Credit Year:

2 1/12 days/month to a maximum of twenty-five (25) days/year

During twenty-sixth and subsequent Credit Year:

2 1/2 days/month to a maximum of thirty (30) days/year.

- 21.04** If a Holiday occurs during the period an employee is on vacation an extra day in lieu will be taken at a time to be mutually agreed upon.
- 21.05** Sick Leave may be substituted for vacation where the employee can substantiate by means of a certificate acceptable to the University and signed by a medical practitioner that the employee was hospitalized in excess of the equivalent of forty (40) hours of scheduled work. The equivalent number of vacation hours may be re-scheduled at a time to be mutually agreed upon.
- 21.06** An allowance for vacation credits, earned but not taken, and appropriate percentage of overtime worked and applicable premiums earned, shall be paid upon termination of an employee.
- 21.07** In addition to the above vacation credits employees shall receive, in the first full pay period each July, an additional payment for all overtime worked and applicable premiums earned during the previous Vacation Credit Year. This payment shall be calculated as follows:
- During the first Vacation Credit Year:
    - 4% of overtime worked and applicable premiums earned.
  - During second to seventh Vacation Credit Year:
    - 6% of overtime worked and applicable premiums earned.
  - During eighth to sixteenth Vacation Credit Year:
    - 8% of overtime worked and applicable premiums earned.
  - During seventeenth to twenty-fifth Vacation Credit Year:
    - 10% of overtime worked and applicable premiums earned.
  - During twenty-sixth and subsequent Vacation Credit Years:
    - 12% of overtime worked and applicable premiums earned.
- 21.08** Vacation requests will be posted from February 1<sup>st</sup> – March 1<sup>st</sup> and subsequently established through seniority claims. A list approved by the University will be posted by March 15<sup>th</sup>. A subsequent list of vacation requests will be posted from March 15<sup>th</sup> to April 1<sup>st</sup>. For seven (7) calendar days from March 15<sup>th</sup>, employees bumped during the initial vacation requests will have priority for vacation requests according to seniority. For the remainder of the second (2<sup>nd</sup>) posting period, all employees may request vacation according to seniority. A final list approved by the University will be posted by April 15<sup>th</sup>. Such requests will be handled separately by classification and by Campus location. Changes after April 15<sup>th</sup> will not be subject to seniority claims and will be made at the sole discretion of the University based on operational requirements.
- 21.09** Where an employee has attained the age of fifty-five (55) and where age plus service equals eighty (80), that employee will be entitled to an extra week's vacation, once, prior to retirement.

## **ARTICLE 22 - Hours of Work and Overtime**

**22.01** The standard workday shall consist of eight (8) consecutive hours, and the standard workweek shall be forty (40) hours in accordance with a regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or days of work per week.

For those bargaining unit employees regularly scheduled to work shifts the hours of work shall be:

Day Shift - 7:00 a.m. to 7:00 p.m.

Night Shift - 7:00 p.m. to 7:00 a.m.

On Wednesday of each week there shall be one (1) shift of eight (8) hours from 7:00 a.m. to 3:00 p.m., one (1) shift of eight (8) hours from 3:00 p.m. to 11:00 p.m. and one (1) shift of eight (8) hours from 11:00 p.m. to 7:00 a.m. (Thursday). The standard work week shall average forty (40) hours per week during the posted four (4)-week scheduled period.

**22.02** In recognition of the operational difficulties in allowing employees to work "summer hours" (i.e., to have a one (1) hour reduction in the work week from June 1<sup>st</sup> to Labour Day), the University shall grant each member of the bargaining unit twelve (12) hours grant time to be taken from June 1<sup>st</sup> to September 30<sup>th</sup> inclusive. Summer vacation schedules will be set prior to the scheduling of grant time.

**22.03** All employees performing authorized work other than during the regular scheduled hours of work shall be overtime and shall be paid for at the premium rate of time and one-half basic hourly rate except as hereinafter provided.

**22.04** The University will post a schedule of work for each department four (4) weeks in advance. This is for the convenience of both the University and the employees. Seven (7) days notice will be given for changes of schedule and the employees affected notified at the time of the change. If such notice is not given, the rate of pay for each person so affected shall be time and one-half the basic hourly rate for all hours worked until seven (7) days have elapsed from time of notice given. Schedules should be mutually agreed upon.

**22.05** A meal allowance of twelve dollars (\$12.00) will be provided if an employee:

- (a) continues to work for two (2) hours or more past stop time and at intervals thereafter of four (4) hours;
- (b) receives a call in less than twelve (12) hours prior to the commencement of the overtime, and works for more than four (4) hours and at intervals thereafter of four (4) hours;



- (c) working pre-arranged (more than twelve (12) hours notice) overtime on a day off, works more than ten (10) hours and at intervals thereafter of four hours.

**22.06** The University shall, where planning permits, provide at least one (1) week's notice prior to a scheduled shutdown of the plant.

**22.07** Overtime hours worked during a planned shutdown shall be paid for at two (2) times the basic hourly rate. Shutdown shall mean the shutdown for the purpose of the overhaul and/or tie-in of the high pressure steam and/or chilled water pipe lines throughout the campus distribution system and/or

the high voltage power distribution system. It is also agreed that employees shall be paid at two (2) times the basic hourly rate for overtime hours worked when either called in or on-site in the event of an emergency interruption to a utilities system substantially affecting the operations and requiring immediate action to restore the building(s).

**22.08** Employees required to work overtime to fill a shift position on Saturday, Sunday or on a Public Holiday shall be paid for those hours worked at a rate of two (2) times their basic hourly rate.

**22.09** Employees are allowed to bank overtime hours worked and to take such time as lieu time. The procedure shall be as follows:

- employee shall inform the Supervisor of the intention of banking the overtime hours, after having worked the overtime assignment;
- by banked hours it is understood that these hours have been converted at the appropriate overtime rate;
- employee may maintain a bank up to a maximum of seventy-two (72) hours in any fiscal year from May 1<sup>st</sup> - April 30<sup>th</sup>;
- shift employees shall take the banked hours in a block of twelve (12) hours;
- if permission is granted, the hours shall be deducted from the employee's bank;
- employee shall request permission from the Supervisor at least fourteen (14) days in advance of the time desired;
- granting permission shall be at the sole discretion of the Supervisor, but shall not be unreasonably withheld;
- operational requirements of the Department shall be deemed of primary importance in granting the time;

- employee may elect to cash out the overtime bank hours by providing seven (7) days notice to the Supervisor;
- any outstanding balance shall be paid out in full to the employee by the last pay period prior to fiscal year end.

**22.10** An employee may carry forty (40) hours over to the next fiscal year to be taken as time off provided that the employee has submitted a written request by April 1<sup>st</sup>, and has received approval from his/her immediate supervisor. Once approved, the time off must be taken as scheduled, and under no circumstances can the carry forward be cashed out. Regardless to the foregoing an employee cannot take off more than eighty-four (84) hours lieu time in any fiscal year.

**22.11** It is agreed that an employee may relieve another employee of that employee's regular scheduled shift on a basis of mutual agreement with the consent of the Supervisor in writing. On the above basis overtime rates shall not apply.

**22.12** When a Weather Emergency is declared, Essential Services personnel who are at work will receive their regular basic hourly rate for the duration of the shift, and an additional premium rate of one and a half (1½) times their regular hourly rate beginning at the time the Weather Emergency is initiated until the end of their normal shift. Hours worked beyond the regular shift during a Weather Emergency is considered Overtime, and payment will be made at one and a half (1½) times the basic hourly rate.

If a Weather Emergency is in effect between Midnight Friday and Midnight Sunday, personnel working on their regular scheduled shift will be paid an additional premium at their basic hourly rate for the hours worked.

### **ARTICLE 23 - Call In**

**23.01** An employee who has completed the regular shift and is recalled to work extra time, shall receive a minimum of four (4) hours pay at time and one-half (1½) the employee's basic hourly rate or the actual hours worked at time and one-half (1½) the employee's basic hourly rate, whichever is greater.

**23.02** Employees who are called to work unscheduled over-time and receive less than twelve (12) hours notice prior to the commencement of the overtime shall receive a lump-sum travel allowance of twenty dollars (\$20.00).

## ARTICLE 24 - Holidays

**24.01** Subject to **Article 24.03**, an employee not working upon one (1) of the undernoted Holidays shall receive payment at the basic hourly rate for eight (8) hours:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 24th
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

- 24.02**
- (a) An employee who is scheduled to and works on one (1) of the above Holidays shall be paid at time and one-half (1½) the basic hourly rate in addition to the eight (8) hours at the basic hourly rate provided for in **Article 24.01**. All unscheduled hours worked on one (1) of the above Holidays shall be paid at two (2) times basic hourly rate in addition to the eight (8) hours at the basic hourly rate provided for in **Article 24.01**. For shift employees or those scheduled to work December 24, Christmas Day, Boxing Day and New Year's Day, the University shall pay all applicable premiums, notwithstanding **Article 25.05**. Further such premiums will be paid for the actual day worked. Work performed by the shift engineer on days that follow which the University designates as substitute days are to be paid at the basic hourly rate.
  - (b) An employee who is called in to work on one (1) of the statutory holidays as listed in **Article 24.02** above shall be entitled to five (5) hours' minimum pay.

**24.03** The foregoing provision concerning payment for Holidays shall apply only if:

- (a) The employee works the full scheduled shift immediately preceding and immediately following such Holiday;
- (b) the employee, having indicated that the employee would, reports for work on such Holiday if requested;
- (c) the Holiday involved occurs or is observed by the University during a period when the employee concerned is not absent by reason of illness, authorized Leaves of Absence (**Articles 16 and 17**), or by reason of being laid off;
- (d) the University may waive the condition in Section (c) if the employee is absent from work by reason of illness and provides proof of such illness acceptable to the University.

**24.04** In addition to the above noted Holidays, if additional days during the Christmas - New Year's period are granted to other members of staff, such days will be granted to those employees who would not otherwise have been absent on those days on any kind of approved leave. Such days may be taken as lieu days with the prior mutual agreement of the employee and the Supervisor and provided that they are not taken on a week-end or night shift. Such days are to be taken as lieu days prior to October 31<sup>st</sup> of the next calendar year. Any days not taken shall be paid out in full to the employee by the end of November.

**24.05** **Personal Leave Days**

Effective January 1, 2008, the University shall grant each member of the bargaining unit three (3) personal leave days in each calendar year.

These days cannot be saved or banked. These days will be taken at a time mutually agreeable between the employee and the University. In approving such leave, departmental operating requirements shall be the major consideration. Permission shall not be unreasonably withheld.

**ARTICLE 25 - Wages**

**25.01** The Basic Hourly Rate of Pay as set out in Schedule "A" will be increased across-the-board as follows:

- (a) Effective July 1, 2011: 1.80%
- (b) Effective July 1, 2012: 2.00%
- (c) Effective July 1, 2013: 2.00%

**25.02** Basic rate of Pay, where used in this Agreement, shall mean eight (8) times Basic Hourly Rate.

**25.03** Shift Premium. Shift Engineers and Maintenance Relief Engineers shall receive a shift premium of three percent (3%) of the basic hourly rate for each regularly scheduled hour worked from 3:00 p.m. to 7:00 a.m. In the event of overtime the shift premium in effect at the start of the shift shall be carried on into the overtime period and added after overtime premium calculations have been applied to the basic hourly rate.

**25.04** Weekend Premium. Time and one-half (1½) will be paid for all regularly scheduled hours worked on Saturdays and Sundays.

**25.05** No Pyramiding. No premium pay provided for in this Agreement shall be included as part of the basic hourly rate of any employee for the computation of overtime pay. Further, if premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

**25.06** When any position not covered by Schedule "A" is established during the term of this Agreement, the Basic Hourly Rate shall be subject to negotiation between the University and the Union. If the parties are unable to agree on the rate of pay of the job 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 26 - Employee Benefit Plans**

**26.01** The program shall consist of the following:

- 1) Extended Health Care Plan - Private room  
100% Employer paid (no deductible)
- 2) Group Life Insurance Plan
- 3) Long Term Disability Plan
- 4) Dental Plan based on current Ontario Dental Association Fee Guide. Change to current O.D.A. Fee Guide effective the first of the month following its announcement. Effective April 1/05 coverage is as follows:
  - Basic Service increased to \$1,750/year;
  - 75% for Orthodontic expenses up to an individual maximum lifetime benefit of \$3,360;
  - 75% for Restorative services (caps, crowns and bridges) up to an individual calendar year maximum benefit of \$3,000.
- 5) Vision Care - Single coverage to a maximum of \$400/24 months with no deductible (inclusive of prescription safety glasses). Eye Exams - one (1) eye exam every twenty-four (24) months to a maximum of \$100.00, single coverage only. Effective the first of the month following receipt of notice of ratification an employee may elect to pay any additional premium required to extend Vision Care coverage to family.

**26.02** The applicable Plan policies in effect at the signing of this Agreement define the terms of participation and level of benefits under this Article.

**26.03** The University shall contribute towards the cost of each plan listed in **26.01** above with an amount equal to:

- 1) 100%
- 2) 100%
- 3) 100%
- 4) 100%

of the premium applicable to an individual. In the event an employee is absent on Personal or Union Duty Leave not exceeding three months, the University shall continue to pay its portion of the applicable premium rate. However, if such a leave exceeds three (3) months duration, the employee may continue to participate in the plans only if the employee pays to the University in advance the total cost of the coverage.

**26.04** Employees shall be eligible for benefits under prevailing conditions set forth in the Academic Fee Waiver in effect for full-time salaried support staff and as amended from time to time by the University.

**26.05** Pension Plan

- (a) For the purposes of this Agreement, Pension Plan shall mean the York University Pension Plan, as approved and amended from time to time by the Employer.
- (b) Employees shall be required to participate in accordance with the terms of eligibility contained in the Pension Plan.
- (c) The Union shall be entitled to elect one member of the bargaining unit as a representative on the following:

Advisory Board of the Retirement Consultation Centre;

Board of Trustees of the Pension Plan;

All University Committee on the Pension Plan;

An employee will not suffer a loss of normal pay for time spent in attendance at these meetings.

**26.06** The Employer agrees to provide post-retirement benefits coverage for full-time bargaining unit members retiring after July 1, 2005 and their dependants in the form of retiree health-care spending accounts as follows:

- (a) each retiree's health-care spending accounts will have an annual limit of \$1,650;
- (b) the total annual Employer contribution to cover post-retirement benefits over the term of this Collective Agreement (July 1, 2011 – June 30, 2014) is portioned as follows:
  - (i) \$2,752.28 for the 12-month period July 1, 2011 to June 30, 2012;

- (ii) \$5,587.12 for the 12-month period July 1, 2012 to June 30, 2013;
- (iii) \$5,587.12 for the 12-month period July 1, 2013 to June 30, 2014.

Any unspent portion of the Employer's annual contribution will be carried forward to the next year.

### **ARTICLE 27 - General**

- 27.01** Employees shall receive three hundred dollars (\$300.00) annually, for approved safety shoes or boots or for the replacement of required hand-tools. The wearing of safety shoes or boots shall be a condition of employment. The above monies shall be paid on the second pay period of the month of January.
- 27.02** Employees will be reimbursed for the provincial Operating Engineers licence renewal fee to a maximum of ninety dollars (\$90.00) per year upon presentation of proof of licence renewal.
- 27.03** The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee. This committee shall consist of an equal number of representatives from the Union and Management. The committee shall function in an advisory capacity only 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. Members of this committee shall be given time off during normal working hours without loss of pay while attending committee meetings with the University.

## **ARTICLE 28 - Correspondence**

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

To the University:

Associate Director, Non-academic Employee Relations  
Department of Human Resources  
York University  
Toronto, Ontario  
M3J 1P3

To the Union:

Business Manager  
International Union of Operating Engineers  
Local 772  
1030 Upper James Street, Suite 401  
Hamilton, Ontario  
L9C 6X6

## **ARTICLE 29 - Duration and Modification of Agreement**

**29.01** This Agreement shall continue in force and effect until June 30, 2014 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.



**SCHEDULE "A"**

**(See Article 25)**

CLASSIFICATION	JULY 1/11 BASIC HOURLY RATE	JULY 1/12 BASIC HOURLY RATE	JULY 1/13 BASIC HOURLY RATE
Team Leader – CUB	\$36.22	\$36.94	\$37.68
2 <sup>nd</sup> Class Engineer Maintenance and Relief	\$34.39	\$35.08	\$35.78
2 <sup>nd</sup> Class Engineer (Shift)	\$33.94	\$34.62	\$35.31
3 <sup>rd</sup> Class Engineer Maintenance and Relief	\$32.35	\$33.00	\$33.66
3 <sup>rd</sup> Class Engineer (Shift)	\$31.92	\$32.56	\$33.21
4 <sup>th</sup> Class Engineer	\$28.89	\$29.47	\$30.06
<b>GLENDON</b>			
Maintenance Technician I	\$33.94	\$34.62	\$35.31
Maintenance Technician II	\$32.62	\$33.27	\$33.94
Maintenance Technician III	\$29.94	\$30.54	\$31.15
Maintenance Technician III (Housing)	\$29.94	\$30.54	\$31.15

## **Letter of Intent - Certificate of Qualifications**

It is understood and agreed to by the parties that, as a condition of employment, employees will be required to hold an Operating Engineers Certificate of Qualifications as follows:

Maintenance Technician I	- Second Class Certificate
Maintenance Technician II	- Third Class Certificate
Maintenance Technician III	- Fourth Class Certificate

## Letter of Understanding – Acting Chief Engineer

In the event that the University is required to appoint a member of the bargaining unit as Acting Chief Engineer in the absence of the Chief Engineer in order to meet its legal obligations, such appointment will be as follows:

- (a) The University shall inform all qualified members of the bargaining unit that it requires someone to be Acting Chief for a specified period and shall then appoint, among the employees who volunteer, the employee who:
  - (i) meets TSSA Standards and, where more than one employee volunteering for the acting appointment is deemed to meet TSSA Standards
  - (ii) has the highest seniority.
- (b) In the event that no qualified member of the bargaining unit volunteers to be Acting Chief Engineer, the University shall assign the most qualified member of the bargaining unit, where it is understood that if there is more than one member of the bargaining unit who is deemed to have the highest qualifications, the more junior member shall be selected.
- (c) A member of the bargaining unit assigned to be Acting Chief Engineer shall, so long as required by law, have the same work schedule as the Chief Engineer. Upon completion of the assignment as Acting Chief Engineer, the member of the bargaining unit shall return to his/her regular schedule unless he/she and the University agree to an alternative schedule.
- (d) The total pay received by a member of the bargaining unit assigned to be Acting Chief Engineer for the period of the assignment, shall be not less than ten percent (10%) more than the member would have received in pay in his/her regular position for the period.

Where an Acting Chief Engineer is a member of the bargaining unit, the Acting Chief Engineer shall not exercise managerial functions of a labour relations nature.

## **Letter of Understanding – Health and Safety**

Effective Date: July 1, 2011

Expiry Date: June 30, 2014

York University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe working conditions on its premises. The University endeavours to provide a hazard free environment to minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such component of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards, and programmes and shall report hazards to someone in authority, in the interests of health and safety of all members of the community.

The Employer recognizes the rights 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 consistent with the now current Occupational Health and Safety Act.

To this end, York University will continue to make Health and Safety issues a priority for discussion at regularly scheduled Labour/Management meetings.

Should applicable legislation change, the parties will meet to discuss their implications on requirements, practices and procedures.

## Letter of Understanding – Hours of Work and Overtime

For clarity purposes on **Article 22.07** overtime work involving payment at two (2) times base hourly rate is inclusive of, but not limited to the following:

- Steam/Chilled water/compressed air/domestic city water/high voltage electrical/shutdown for semi annual/annual maintenance
- High Voltage Power - Line faults, transformer faults, switch gear faults, and contractor maintenance
- Major flood response, environmental response e.g. refrigerant leak, chemical/oil spill
- Alternate domestic city water feed(s)

For further clarification overtime work not involving payment at two (2) times base hourly rate would be as follows:

- Scheduled power transfers for purposes of load distribution
- Domestic city water main/hydrant isolation requiring no further action
- Resetting of alarms/equipment e.g. refrigerant chillers, back up boilers
- Tunnel sumps
- CoGen shutdown for contractor maintenance

## **Letter of Understanding – Scheduled Hours of Work**

The parties agree that the Letter of Understanding Re: Scheduled Hours of Work (February, 2008) outlining the terms and conditions for employees working a four (4), ten (10) hour days shall continue to be in effect until the expiry of this contract on June 30, 2014.

The parties also agree to meet within sixty (60) days from the date of ratification of this collective agreement to discuss the feasibility of implementing a four (4) day, ten (10) hour work week for day shift employees in the bargaining unit at the Glendon Campus.

### **Letter of Understanding – Training**

The Employer agrees to establish a training fund of \$5,000 to be used for training, including the cost of qualifying examinations, manuals and other upgrading programmes. The training fund will not cover the cost of yearly license renewal fees.

**Letter of Understanding – Vacation of “D” “C” Shift**

Subject to **Article 21**, the Employer agrees to permit each shift Engineer the opportunity to take vacation time off the “D” and “C” shift back to back twice in the calendar year provided that the Maintenance and Relief replacement be scheduled to a forty (40) hour week only.



## **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 seventy-two (72) hours per week.
2. However, scheduling of extra hours still must be in accordance with the overtime provisions of the collective agreement and will be on a voluntary basis.
3. The parties agree that this agreement may not be revoked prior to July 1, 2014 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 representatives.

**YORK UNIVERSITY**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 772**

Paul Campbell

Doug Borland

Joanne Cary

Andrew Johnston

Bradley Cochrane

Greg Hoath

Stephen Jacobson

Dated this 19<sup>th</sup> day of September, 2012 in Toronto, Ontario

2011

**2012**

**2013**

2014

## NOTES

## NOTES



## NOTES