

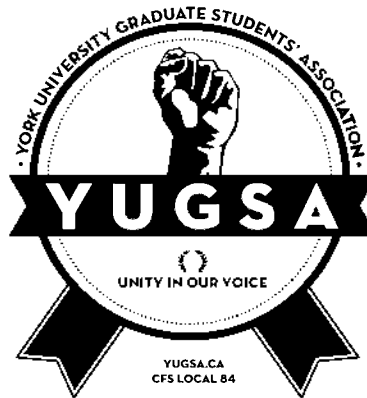
# Collective Agreement

Between:



Canadian Union of Public Employees, Local 1281

- and -



York University Graduate Students' Association

**Term of Agreement: September 1, 2024 - August 31, 2027**

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## **Article 1: UNION RECOGNITION**

- 1.01** The Employer recognizes the Canadian Union of Public Employees (herein referred to as the Union) as the exclusive bargaining agent for all Employees.

## **Article 2: MANAGEMENT RIGHTS**

- 2.01** The Union recognizes the rights of the Employer to manage and direct the organization, and to hire, promote, assess, evaluate, discipline, discharge, dismiss or terminate the employment of an Employee subject to the provisions of this agreement and to the rights of the Union and Employees to lodge a grievance.

## **Article 3: THE EMPLOYER**

- 3.01** The York University Graduate Students' Association (YUGSA), as represented by its Board of Directors, is the Employer. In accordance with the YUGSA Constitution, Bylaws and Standing Orders, the members of the Board of Directors Are: The President, VP Campaigns, VP Finances and Services, VP Equity, VP Community Relations and VP Internal.
- 3.02** In conducting its employment relations, the Employer shall act reasonably, non-discriminatorily and in good faith. The Employer shall act in a manner that is fair and equitable and shall refrain from making statements about, commenting on, or discussing Union members or their work for the Graduate Students' Association outside of the Labour Management Committee and the Executive Committee. Matters pertaining to staff relations shall only be brought to the Executive Committee in accordance with the Collective Agreement.
- 3.03** Within the first three (3) months of their term as elected YUGSA representatives, all incoming Executive members shall attend annual mandatory Employer Training to be conducted and organized by an authorized representative of CUPE Local 1281. The Shop Steward shall attend, and the training shall include a specific component on Labour-Management Committee orientation.

## **Article 4: PURPOSE**

- 4.01** The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union, to ensure the peaceful settlement of disputes; to determine the extent of democratic control of the work environment by Employees; and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the Employer and the Employees represented by the Union. This agreement shall also supersede any other contracts and agreements signed by previous Employees, and shall supersede any articles pertaining to Employees and staffing policies in the Constitution of the York University Graduate Students' Association, or any other written policies of the Employer.
- 4.02** The use of the feminine pronoun shall be considered to include the masculine.

## **Article 5: EMPLOYEES REPRESENTED**

### **5.01 SOLE BARGAINING AGENT**

The Employer agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, the names and position titles of its officers and steward(s). The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice.

- 5.02** During the terms of this collective agreement, Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in cases in which the Union and the Employer have otherwise agreed.
- 5.03** Prior to a decision and/or actions which might result in an alteration to the volume and/or distribution of employment in the bargaining unit, the Employer shall notify the Union in writing no less than one (1) month in advance of the proposed action, and at the request of the Union, the Employer shall meet with representatives of the Union to consider proposals which the Union may have to mitigate the impact on volume and distribution of work in the bargaining unit.

### **5.04 LABOUR-MANAGEMENT COMMITTEE**

(a) The Labour-Management Committee (LMC) shall be responsible for all matters pertaining to the daily operations of the workplace including postings,

hiring, and appointment. The Committee shall meet no less than every six (6) weeks.

Any human resources issues should take place outside of the Labour-Management Committee (LMC) in a meeting consisting of the Employee, their Union representative and a representative from the Employer

**(b)** The LMC shall be comprised of two (2) Employer Representatives, and three (3) Employee Representatives who are Regular Employees, the third Employee Representative being a non-voting member. The Employer Representatives shall be chosen by the Employer.

**(c)** The LMC shall be comprised of two (2) Employer Representatives, and three (3) Employee Representatives who are Regular Employees, the third Employee Representative being a non-voting member. The Employer Representatives shall be chosen by the Employer.

**(d)** The Employee Representatives shall be chosen by the Union. In the event that two (2) Employees are not available to sit on the Committee, the Union may appoint a representative from another CUPE 1281 sub-local. The votes on the LMC shall be equally divided between the Union and the Employer. Other members of the Union and the Employer may be invited or request to participate in hirings in a non-voting, advisory capacity with the consent of the Union and Employer.

## **5.05 RECOGNITION OF EMPLOYEES**

The Employer recognizes three (3) categories of Employees, as defined here: Regular Employees (full-time and part-time), Term Employees, and Contract Employees. All benefits provided through employment by the Collective Agreement shall be determined on a pro-rata basis wherein full-time Regular Employees receive benefits, full-time Term Employees receive (2/3) benefits and part-time Regular and Term Employees receive half (1/2) benefits. Benefits for all positions may accrue between years to a determined maximum.

### **(a) REGULAR EMPLOYEES**

Regular Employees are those who are employed throughout the year and who are not Term or Contract Employees. Full-time regular Employees are those who normally work at least twenty-four (24) hours per week throughout the year. Part-Time regular Employees are those who normally work less than twenty-four (24) hours per week.

### **(b) TERM EMPLOYEES**

Term Employees are those who work in positions which have regular and

ongoing terms that occur from year to year, usually from September - April but of no less than four (4) months. Full-time Term Employees are those who normally work twenty-four (24) hours or more per week. Part-time Term Employees are those who normally work less than twenty-four (24) hours per week.

The parties agree that Term Employees may be laid off for the Summer semester (May to August) and shall be recalled to their former position in September. At the time of hiring and recall, wherever possible Term Employees shall be reserved for graduate students at York University.

**(c) CONTRACT EMPLOYEES**

Additional work may from time to time arise which will be of a short-term, project-oriented nature. Under these circumstances, the Employer may hire temporary Employees for full or part-time work on a contract with the Union's consent. The Employer will ensure that any Employee hired on a contract basis shall be deemed to be a member of the bargaining unit and shall receive all the benefits and protections of this Collective Agreement and that such hiring be done in accordance with the provisions of this Agreement. Contract positions may stipulate a minimum number of hours for which to be paid. Wherever possible, contract positions will be reserved for York graduate students.

**5.06 JOB-SHARING**

Upon written request from Employees of the bargaining unit, the duties of a Full-Time Regular position may be shared between two Employees. The Employer shall not unreasonably withhold permission for such job-sharing arrangements. Where job-sharing of a position causes a full-time Employee to then normally work part-time hours, she shall be considered a Part-Time Regular Employee for the duration of the time shared. A position may only be Job-Shared for a maximum of twelve (12) months.

**5.07 JOB SECURITY AND NO CONTRACTING OUT**

The Employer and the Union share the objective of providing regular employment and job security to the extent that it is possible. The Employer agrees that no duties or services performed by the Employees shall be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit Employee without the written consent of the Union.

**(a)** Notwithstanding the above Article, the Union recognizes the need for the Employer to hire temporary contract Employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:

- i. For non-bargaining work not exceeding twelve (12) months
- ii. For additional work of a short term or project-based nature not exceeding six (6) months
- iii. Where the immediate filling of vacancy is not feasible

#### **5.08 RETENTION OF RIGHTS AND PRIVILEGES**

Should the Employer merge, amalgamate, or combine any of its services with another organization, the Employer shall be responsible for the maintenance of all benefits, wage rates, and conditions of employment.

The Employer further agrees that:

- (a)** Employees shall be credited with all seniority rights.
- (b)** All service credits related to vacation pay, sick leave, and other benefits shall be recognized.
- (c)** All work and services presently performed by members of the Bargaining Unit shall continue to be performed by Bargaining Unit members.
- (d)** Conditions of employment, wage rates and benefits shall not be less than the best provisions in effect under this agreement.
- (e)** No Employees shall suffer loss of employment due to any merger or amalgamation.
- (f)** The Union has the right to full participation in all discussions relating to the merger or affiliation.

#### **5.09 SENIORITY**

For the purposes of all hiring within the bargaining unit, seniority is defined as being in effect where two (2) internal candidates apply for the same position. At such times, the job shall go to the candidate with the most seniority, i.e., accumulated time worked in bargaining unit positions (as per Article 6). Where the provisions of this Agreement refer to seniority, seniority shall be calculated based on the total number of weeks worked from the date of first appointment.

- (a)** For Term Employees, seniority rights shall carry over from previous years, but periods of lay-off shall not be counted as seniority.
- (b)** For contract Employees, the number of weeks worked is counted by adding up only the number of weeks in which work is actually performed.

(c) In the event of disagreement over calculation of seniority, the dispute will be sent to Labour-Management Committee for resolution.

#### **5.10 RIGHT TO ATTEND EXECUTIVE MEETINGS**

The Union has the right to have a representative at all Executive Meetings (including Emergency Executive meetings) of the Graduate Students' Association. And, as a means to ensure participation, the Executive agrees to make every reasonable attempt to schedule meetings during regular office hours. Adequate advanced notice of meetings shall be given to the Union. Where disagreement persists over what constitutes "reasonable effort", a meeting of Labour Management Committee [LMC] will be scheduled immediately to determine a mutually agreed-upon schedule of Executive Meetings. If accommodation cannot be made to hold Executive Meetings (Emergency or regular) during office hours, staff shall be compensated if they choose to attend, at time and a half their regular hourly wage.

(a) Notwithstanding the above, the Employer shall have the right to exclude Employees from management sessions as defined in 5.10 (b).

(b) For the purposes of this collective agreement, "management session" shall mean any discussion which has as its objective the consideration or development of the YUGSA Executive's position as Employer, including discussions related to collective bargaining, the administration of the collective agreement, formal grievances and/or the discipline, suspension or discharge of any Employee.

### **Article 6: JOB DESCRIPTIONS**

#### **6.01 FINANCES AND HEALTH PLAN COORDINATOR**

The Finances and Health Plan Coordinator is a full-time Regular Employee who is responsible for the overall functioning of the YUGSA financial system, and for coordinating the administration of the YUGSA Health Plan. For finances, this work includes: record- keeping, daily transactions, reconciling accounts, maintaining accounts payable and receivable, government and Union remittances. For Health Plan coordination, this work includes ensuring health plan information is provided and available for graduate students, ensuring opt-in and opt-outs are processed, liaising with the VP Finances & Services, the broker and the insurance company and assisting graduate students with inquiries. The Finances and Health Plan Coordinator, along with the VP Finances and Services, maintains the smooth operation of the Health Plan Office. The specific

parameters of their duties, and any changes to them, must be agreed upon in LMC.

Weekly working hours shall be 38.

#### **6.02 RESOURCE COORDINATOR**

The Resource Coordinator is a full-time Regular Employee who is responsible for the day-to-day functioning of the YUGSA office and who assists the Executive with the day-to-day operations of the YUGSA. Its primary function is to assist in projects, campaigns, research, policy initiatives and achieving goals as well as providing administrative support to the Executive. This position reports directly to the Executive of the YUGSA. The duties of the Resource Coordinator fall into three (3) general categories 1) Executive support 2) Administrative 3) Liaising and other tasks. The Resource Coordinator is not responsible for the primary coordination of the Association's Health Plan.

Weekly working hours shall be 33 hours.

#### **6.03 STUDENT SERVICES COORDINATOR**

The Student Services Coordinator is a full-time Regular Employee who is responsible for the day-to-day functioning of the YUGSA office and assists with the delivery of the Association's services. The position is responsible for providing front-line service and academic advocacy support to members of the YUGSA. Its primary function is to coordinate services, excluding the Health Plan, and provide academic advocacy to the members of the YUGSA. This position reports directly to the Executive of the YUGSA.

Weekly working hours shall be 33 hours.

#### **6.04 CHIEF RETURNING OFFICER**

The Chief Returning Officer is a Contract Employee who is responsible for overseeing the elections and by-elections of the Graduate Students' Association. This includes: preparing nomination packages and supervising the campaign in accordance with the YUGSA constitution, advertising the nomination and voting periods of all YUGSA elections, overseeing the voting and ballot counting procedure, and coordinating the hiring and supervision of poll sitters for the election period.

#### **6.05 HANDBOOK COORDINATOR**

The Handbook Coordinator is a Contract Employee responsible for designing the handbook of the Graduate Students' Association. This position is generally held during the Summer semester.

### **Article 7: DISCRIMINATION AND HARASSMENT**

**7.01 NO DISCRIMINATION**

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee or applicant for employment by reason of age; "race"; colour; class; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities; gender; sexual orientation; gender orientation; marital status; family status; parental status; number of dependents; place of residence; physical appearance; record of offences except where it relates to a bona fide qualification because of the nature of the employment; HIV/AIDS status; disability; Union membership or activity; nor by reason of the exercise of any of the rights contained in this agreement.

**7.02 NO TESTS OR SURVEILLANCE**

No Employee or applicant for employment shall be required to submit to a blood test, urine test, lie-detector test, finger-printing or any other test for identification, illness or dependency. No Union member can be placed under surveillance, including video and audio surveillance.

**7.03 NO HARASSMENT**

The Employer is responsible for creating and maintaining a harassment-free work environment. The Employer shall not harass Employees, prospective Employees or Employee representatives, or belittle their work in a demeaning or derogatory fashion.

The Employer agrees that there shall be no form of sexual, gender, racial and/or ethnic harassment, or any harassment of the types listed in Article 7.01 exercised or practiced with respect to any Employee, Employee representative, or any applicant seeking to become an Employee.

Harassment shall be further defined as an offensive comment and/or action and/or exclusion from that to which a person would otherwise have a right or privilege, which demeans an individual or causes personal humiliation of the types listed in Articles 7.04 -7.06.

**7.04 SEXUAL-AND GENDER-BASED HARASSMENT**

**(a) SEXUAL HARASSMENT SHALL BE DEFINED AS:**

- i. 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

- ii. clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- iii. clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- iv. sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

**(b) GENDER HARASSMENT SHALL BE DEFINED AS:**

Any offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation or gender.

**7.05 RACIAL/ETHNIC HARASSMENT**

Racial/Ethnic Harassment shall be defined as offensive comments, actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of "race", colour, place of origin, ethnic origin, citizenship or ancestry.

**7.06 NO HARASSMENT FROM COUNCIL MEMBERS, YUGSA MEMBER OR ANY OTHER PERSONS**

No Employee shall be subject to harassment from members of the YUGSA, or other persons interacting with the YUGSA office staff. Any work-related complaints about YUGSA staff shall be directed to the LMC, or else will be considered harassment. This information shall be relayed to YUGSA Council Members at the annual YUGSA Orientation and Training council meeting (as per the YUGSA Constitution).

**7.07 HARASSMENT LEAVE**

Where an Employee is harassed in or outside of work, she may receive up to five (5) regularly scheduled work days leave with pay upon request. In situations where the Employee would normally be required to deal with the alleged harasser(s), the Employer shall arrange alternate work responsibilities upon request until the grievance has been resolved.

**Article 8: GRIEVANCES**

**8.01 DEFINITION**

A grievance is defined as any difference between the Employees or the Union and the Employer arising out of working conditions or concerning the meaning, application or administration of this Agreement, or any allegation that the Employer has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any matter covered by this Agreement, or any allegation that actions or situations attributable to the Employer, including those which this Agreement defines as being management's rights, involve a) discrimination on a specific ground foreseen in Article 7 of this Agreement, b) a specified improper motive, or c) lack of due process.

#### **8.02 GROUP GRIEVANCE**

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One under Article 8.04; where the grievers have different supervisors, the grievance shall be submitted at Step 2.

#### **8.03 POLICY GRIEVANCE**

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two, under Article 8.04.

#### **8.04 GRIEVANCE PROCEDURE**

Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the matter by informal discussion.

Grievances shall be dealt with in the following manner:

**(a) Step One:** Where an Employee has a potential grievance, she shall present the matter in a meeting with a Union representative to the Employer Representatives of the Labour Management Committee within fifty (50) working days after she became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the possibility of a grievance. If a decision satisfactory to the Union or Employer cannot be reached through this step, the grievance may proceed to Step Two or Three as appropriate. Further, if the grievance is a violation of Article 7.03-7.05, the Union may choose to initiate the grievance procedure at Step Two.

**(b) Step Two:** In cases where the grievance does not pertain to Articles 7.03-7.05, or where the Griever or Employer finds the informal resolution at Step One unsatisfactory, the Grievance shall be submitted in writing to the

Employer within ten (10) working days of the meeting outlined in Step One whereby the unsatisfactory decision was reached. The Employer shall give its response (decision) in writing to the Griever and the Union within ten (10) working days. However, if the grievance pertains to Article 7.03-7.05, the Griever has fifty (50) days to file the grievance in writing to the Employer.

The decision shall be motivated by the intention of remedying the situation that gave rise to the grievance and shall include concrete plans on how to assist the conclusion of the grieved situation. In the case of grievances pertaining to 7.03-7.05, and particularly where there is any question as to the safety of Union members and/or YUGSA members either directly or indirectly, the Executive can activate immediate interventions to protect Staff and the membership in general from safety hazards, including the possibility of ongoing unsafe events. Safety shall be defined as pertaining to any matter of potential harassment of any kind and that may include a chilly climate or subtle forms of discrimination. The decision to activate such an intervention shall be made utilizing the language of the appropriate Article of the CUPE 1281, YUGSA Collective Agreement and can be supported by additional reference to appropriate legislation that may include:

- i. The Canadian Charter of Human Rights and Freedoms;
- ii. The Ontario Human Rights Code;
- iii. York University legislation;
- iv. Rules, Guidelines and Definitions as outlined by the University Centre for Sexual Violence Response, Support & Education (The Centre) or The Centre for Human Rights, Equity and Inclusion (CHREI) at York University.

Where a grievance is denied, the written reply shall include reasons for denying the grievance. If the decision is not satisfactory to the Griever or the Union, the grievance may proceed to Step Three.

**(c) Step Three:** Where the decision of the Employer is not satisfactory to the Griever or the Union, the Union may refer the matter to Arbitration (see Article 9) within ten (10) working days of receipt of the decision.

If the Union, an Employee, or a group of Employees choose not to grieve a particular situation, or withdraw a grievance at any state, such action or lack of action shall be entirely without prejudice.

(d) The time limits may be extended by mutual agreement.

(e) Where no answer is given within the time limits specified herein, the grieving party shall be entitled to proceed to the next step of the Grievance Procedure.

**8.05 GRIEVANCES NOT TO BE DISCUSSED**

After a grievance has been initiated by the Union, the Employer shall not discuss the grievance with the Griever or outside of management sessions (see Article 5.1Ob) without the consent of the Union.

**8.06 NO CONTACT BETWEEN GRIEVER AND GRIEVED**

In cases of an individual grievance where an Employee is grieving an individual member of the Executive, with whom she would normally be required to work, the Employer shall, upon request, ensure that no contact between the Griever and Grievied shall occur on YUGSA/GSL premises or through the conduct of any YUGSA/GSL duties unless there is mutual agreement between the Union and the Employer or until the grievance has been settled.

**8.07 UNION RIGHT TO FILE**

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or a group of Employees, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated at the same steps as for Employee-initiated grievances, in accordance with Article 8.04 above.

**8.08 TECHNICAL OBJECTIONS TO GRIEVANCE**

No grievance shall be deemed defeated or denied by any formal or technical objection. An Arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance, in order to determine the real matter in dispute and to render a decision which she deems just and equitable.

**8.09 ORIGINAL GROUNDS**

The Employer agrees not to introduce to the grievance or arbitration procedure any document involving disciplinary action, such as written censures, letters of reprimand, or adverse reports of performance evaluation of which the Employee was unaware at the time of filing the grievance.

**8.10 CONFIDENTIALITY**

The Employer recognizes the principle of confidentiality and agrees that the identity of any Griever(s) shall only be made available on a 'need to know' basis. This 'need to know' basis must be justified in writing to the Union.

#### **8.11 SETTLEMENT OF GRIEVANCES**

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties. Any award by the Employer as a result of a settlement of a grievance shall normally take effect as of the date the incident giving rise to the grievance occurred.

### **Article 9: ARBITRATION**

**9.01** Where a grievance is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within ten (10) working days of notification of intent to proceed to arbitration.

Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single Arbitrator.

Where a single Arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.

Where the Arbitrator does not accept the request to arbitrate, or where she is unable to set a hearing within the ninety (90) days stipulated, the two (2) representatives shall meet within five (5) working days of being advised by the Arbitrator, and shall select another Arbitrator.

Where the representatives are unable to agree upon a single Arbitrator within five (5) working days of meeting for the purpose, or where two (2) Arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party shall request, in writing, to the Minister of Labour of the Province of Ontario that she appoint an Arbitrator.

The parties shall jointly and equally bear the fees and expenses of the Arbitrator.

#### **9.02 AUTHORITY OF ARBITRATOR**

The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any Employee or Employer affected by it. The Arbitrator shall determine her own

procedures, but shall give full opportunity to all Parties to present evidence and make representations.

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

The Parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.

The Arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time-limits, or any other technical irregularity.

### **9.03 CLARIFICATION OF DECISION**

Should parties disagree as to the meaning of the decision of the Arbitrator, either party may apply within twenty-one (21) days to clarify the decision.

## **Article 10: DISCIPLINE**

### **10.01 JUST CAUSE**

The Employer shall not discipline, suspend or discharge an Employee except for just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

### **10.02 PROGRESSIVE DISCIPLINE PROCEDURE**

#### **(a) ACCEPTANCE OF PROGRESSIVE DISCIPLINE PROCEDURE**

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. Progressive discipline shall mean that disciplinary procedures are to be used in order to improve working conditions and quality of work, and shall not be used in a punitive fashion. The Employer recognizes that, prior to imposing discipline, an Employee shall be given reasonable opportunity to correct the situation complained of.

#### **(b) FAILURE TO COMPLY**

Failure to conform with the provisions of this article shall render the discipline, suspension or discharge null and void.

### **10.03 DISCIPLINE AND DISCHARGE PROCEDURES**

#### **(a) PROBLEM RESOLUTION PROCEDURE**

Prior to any consideration of discipline the Employer Representatives of the LMC, who have received a complaint concerning the professional performance/or conduct of an Employee which is inappropriate to the employment relationship (including sexual, gender, racial and/or ethnic harassment), shall notify both the Employee and the Union so that Union representation may be arranged. A meeting shall then be scheduled as soon as possible but no longer than five (5) days after the notification, to discuss or resolve the problem. Such a meeting shall be attended by the Employer Representatives of the Labour Management Committee, the Employee involved and their Union representative. Where a satisfactory resolution cannot be reached during this meeting, a letter of warning may be issued to the Employee.

#### **(b) DISCIPLINE**

##### **i. Step One: Letter of Warning**

Within ten (10) working days of the meeting, (should a satisfactory resolution not be reached, or the Act or Omission continue), the Employer may issue a letter of warning to the Employee. No discipline may be imposed on any Employee who has not first been sent a Letter of Warning. Where a Letter of Warning is sent to an Employee, the Union and the Employee shall be the only parties to receive copies. Any reply by the Employee shall become part of her record. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the Act or Omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring her work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

##### **ii. Step Two: Notification of Action**

Before imposing discipline, the Employer shall notify the Employee and the Union, in writing, of the decision to impose discipline, and shall include the reasons for such decision.

**10.04** Notwithstanding the above, it is understood that the Employer reserves the right, in extreme situations, to discipline an Employee for just cause without having first issued a Letter of Warning.

**10.05 CONFIDENTIALITY**

The Employer and the Union agree that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

**10.06 ORIGINAL GROUNDS**

The Employer shall not discipline an Employee for any reason other than those contained in the notice as set up in Step 1.

**10.07 DISCIPLINARY FILES**

(a) Both parties agree that an Employee's service file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.

(b) Service files shall be kept in a locked filing cabinet. Only the Employer Representatives of the LMC shall have access to these files.

(c) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against any Employee after a period of six (6) months following such an action and any material related to such matters shall be destroyed.

(d) An Employee shall have the right, with five (5) days notice and with one (1) representative from both the Employer and the Union, to review and photocopy her service file and respond in writing to any document contained therein; such reply shall become part of the permanent record. The Employer shall not release information about the Employee without the Employee's prior knowledge and consent.

**Article 11: STRIKES AND LOCKOUTS**

**11.01 NO STRIKES OR LOCKOUTS**

The Union undertakes there will be no strike and the Employer undertakes there will be no lockout so long as this Agreement continues to operate. The meaning

of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

**11.02** In the event that any Employee of the York University Graduate Students' Association, other than those covered in this agreement, engages in a lawful strike and maintains picket lines, Employees covered by this Agreement shall not be required to cross picket lines or perform work normally done by that Employee. Further, an Employee cannot be penalized for missing work due to strikes outside of campus (i.e., TTC strike).

**11.03 THIRD PARTY PICKETS**

In the event that legal picket lines are set up on the York University campus by any group or Union, Employees of the YUGSA shall not be required to perform work or cross picket lines, and shall receive full pay. Employees may not be penalized because of labour disputes involving other Unions.

**Article 12: POSITIONS, RATES OF PAY, AND BENEFITS**

**12.01 JOB DESCRIPTIONS/BENEFITS, VACATIONS, AND LEAVES**

All job descriptions must be agreed upon by the Union and the Employer. All benefits, vacations and leaves entitlements shall be available immediately upon hiring.

**12.02 WAGES**

**(a) TRANSPORTATION SUBSIDY**

The Employer will provide all Full-Time Regular and Full-Time Term Employees with a monthly subsidy for transportation costs through the provision of a Toronto Transit Commission (TTC) monthly Metropass or an equivalent amount monthly through payroll. All other Regular and Term Employees shall be provided with TTC tickets/tokens to cover the expenses of their transportation costs to and from work for each day worked, or an equivalent amount monthly through payroll.

**(b) BASE WAGE RATE**

The base hourly wage rate of \$42.70 will increase by 2.5% or by the Consumer Price Index for Toronto, whichever is greater per year, for the duration of the Collective Agreement. Wage increases shall take effect May 1.

**(c) PAYMENT OF WAGES**

The Employees shall be paid every two (2) weeks, on a day agreed upon by the Employees and the Employer.

**(d) TEMPORARY REPLACEMENT PAY**

When an Employee, on direction of the Employer, fills in for or temporarily replaces an Employee in a higher-paid position, she shall be paid the higher rate of pay for the hours worked. An Employee filling in for a lower-paid Employee shall not have her pay reduced.

**(e) EQUAL PAY FOR EQUAL WORK**

Where an Employee has the necessary qualifications and has proven their ability to handle work of a specific job description, there will be no discrimination among Employees based on gender, race, or sexuality in the matter of appointments and wages for positions.

**12.03 OVERTIME AND TIME-IN-LIEU**

Overtime and Time-in-lieu requests are to be directed to LMC prior to their application. In the event that a meeting of the LMC cannot be arranged in a timely manner, the request can be directed to the Employer directly. In the case of emergencies, an Employee may work additional time within reason over their regular scheduled hours and submit the request to LMC at the earliest time possible.

**(a) OVERTIME**

Hours worked above the Employee's regularly scheduled and agreed upon hours per week, except by agreement in the Labour Management Committee, shall be considered overtime, and shall be paid at 1.5 times the regular rate. Hours are negotiated and counted at either full (ie., 60 minutes) or half (ie., 30 minutes), and are not to be accumulated as a fraction thereof. Normally, overtime requires mutual agreement of the Employee and the Employer, and the amount of time must be specified in advance by the Labour Management Committee. In the event that it is unreasonable or untenable to schedule a Labour Management Committee meeting, the supervisor or designate will decide.

**(b) TIME-IN-LIEU**

At the request of the Employee or Employer (subject to LMC agreement), Employees may adjust their work schedules accordingly.

**12.04 CHILDCARE ALLOWANCE**

The YUGSA shall reimburse Employees for all childcare costs accrued for all work performed outside of normal working hours (the hours that have been, normally understood as per Article 20). This shall include all YUGSA functions held outside normal working hours which staff members are required to attend.

#### **12.05 EDUCATIONAL ALLOWANCE**

The Employer shall pay the full cost of any course of instruction which the Employer and the Union mutually agree will assist a currently employed Full-Time Regular and Full-time Term Employee in the performance of her duties.

#### **12.06 TRANSPORTATION**

##### **(a) MILEAGE & TRANSIT ALLOWANCE**

Employees using their own vehicles for YUGSA business shall be reimbursed at the rate of fifty-five (\$0.55) cents per kilometre. Employees who use TTC or other public transit for YUGSA business will be reimbursed for their expenses. Access to a vehicle will not be a condition of employment for any YUGSA Employee.

#### **12.07 BENEFITS- HEALTH, DENTAL AND VISION COVERAGE**

(a) All Full-time Regular, Full-time Term, Part-Time Regular, Part-Time Term, and Contract Employees shall be enrolled in the GSA Health and Dental Plan, with the full premium paid by the Employer. In addition, the spouse and dependents of all Full-time Regular and Full-time Term Employees shall be enrolled in the Health and Dental Plan. The spouse and dependents of Part-time Regular, Part-time Term, and Contract Employees shall be enrolled in the Health and Dental Plan if their term of employment is equal or longer to six (6) months. If at any time the Employer ceases to operate a Health Plan, or by mutual agreement of the Labour Management Committee, equivalent Health and Dental coverage shall be arranged for Employees in accordance with terms specified in the first part of this article.

(b) The Employer shall set aside annually the amount of \$1300.00 per Full-Time Regular and Full-Time Term Employee for payment of medical costs not covered by the YUGSA Health and Dental Plan specified in Article 12.07(a). These funds will be administered bi-weekly through payroll.

(c) The Employer shall set aside annually the amount of \$390.00 per Part-Time Regular, Part-Time Term, and Contract Employee whose term of employment is equal to or longer than six (6) months. These funds shall be for the payment of medical costs not covered by the Health and Dental Plan

specified in Article 12.07(a). These funds will be administered bi-weekly through payroll.

#### **12.08 PENSION BENEFIT**

The Employer shall contribute toward Multi-Sector Pension Plan (MSPP) for each Regular Full-time and Regular Part-time Employee.

(a) In the case of retirement, an Employee shall be entitled to continued access to the health plan and extended benefits for five (5) years.

(b) The Employer shall contribute 8.5% of all eligible wages to Multi-Sector Pension Plan (MSPP).

#### **12.09 SEVERANCE PAY**

(a) The Employer shall pay to an Employee whose employment is terminated through a total layoff, two (2) months pay at her current salary, plus two (2) months' pay for every year of completed employment with the Employer, to a limit of seven (7) years.

(b) In the event of a termination through total layoff proceeding within twelve (12) months of a partial layoff, an Employee shall receive severance pay calculated at the Employee's pre-partial layoff monthly salary or at the pre-partial layoff monthly salary, whichever is higher.

(c) For the purpose of implementing this Article, an Employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is moved or cancelled, or who waives her right to recall, shall be considered terminated.

#### **12.10 EMAIL**

The Employer will provide a fully paid personal YUGSA e-mail account for all Regular and Full-time Term Employees who are not York graduate students.

### **Article 13: POSTINGS, HIRING, AND PROBATION**

#### **13.01 VACANCIES OR NEW POSITIONS**

The Employer shall notify the Union in writing of all vacancies or new positions. Notices of positions shall be posted in the workplace for a minimum of five (5) calendar days or one (1) full YUGSA work week (whichever comes first). Such Employees will have seven (7) calendar days to apply for the vacant position. If

an interested Employee is a member of the LMC, the Union shall appoint a replacement representative for all hire-related deliberations. The hiring process does not proceed until that seven (7) days has passed, or until all Employees have clearly stated interest or non-interest in the position.

No outside advertising of any vacancy shall be placed until the applications of present Union members have been fully processed.

### **13.02 POSTINGS LANGUAGE**

Postings shall include: qualifications; wage or salary; job description; closing date; required knowledge, education, skills and any other criteria as determined by the Employer in consultation with the Union. All job postings shall state, "the YUGSA is an Equal Opportunity Employer" and shall indicate the position is unionized. Establishing parameters and guidelines on the meaning of "Equal Opportunity Employer" shall be done in Labour Management and with the consultation of the Vice-President Equity and VP Community Relations. External postings shall be distributed to at least fifteen (15) separate locations, including the York Women's Centre, the Transgendered, Bisexual, Lesbian and Gay Centre, York University Black Students' Association, CUPE 3903, the Centre for Race and Ethnic Relations, and ABLE York. For Regular Full-Time positions, the Employer will advertise in five (5) off-campus locations.

### **13.03 INTERNAL HIRING**

Bargaining unit members who demonstrably possess the required skills outlined in the posting shall be preferred candidates for all positions. In the case of a competition between two (2) Bargaining Unit members demonstrating required skills, the member with the greatest seniority shall be preferred. Internal hiring may be waived by mutual agreement.

### **13.04 EXTERNAL HIRING**

Where no Bargaining Unit member is appointed to an open position, the hiring procedure shall be undertaken by the LMC as composed under Article 5.04(b) of this Agreement.

This Committee will assess each application and make a short list of interview candidates based on their fulfillment of the requirements listed in the posting. Interviews shall be conducted by the Committee, and the final decision of the Committee shall be presented to the Employer and to all applicants not less than fourteen (14) working days after the closing date of the job competition, as specified on the job posting.

### **13.05 UNION NOTIFICATION**

The Union shall be notified of all appointments, hirings, lay-offs, recalls and terminations in writing.

### **13.06 TRAINING**

The Employer shall ensure that at least one (1) week of paid training is provided for all new full-time regular and full-time Term appointments. The criteria for what constitutes adequate training, and who will do such training, must be established by LMC during the hiring process. Additionally, requests by Employees for further training shall be submitted to LMC, and the Employer shall not unreasonably deny such requests.

### **13.07 APPEALS**

A written appeal of any decision of the LMC regarding postings and appointments may be submitted for the consideration of the Committee by any Bargaining Unit member. The Committee must respond to appeals in writing within fourteen (14) working days of receiving the appeal.

### **13.08 PROBATION PERIOD**

(a) Newly hired Employees shall be considered to be on Probation. Three (3) months from the commencement date of employment a Probationary Employee hired for a Full-time or Part-time Employee position who has not been discharged, automatically becomes a Permanent Employee.

(b) During the Probationary Period, Employees shall enjoy all the rights and privileges of this Agreement, except with respect to discharge, where Article 13.08(c) will apply. During the Probationary Period, Employees shall be given orientation, training and job priorities. Probationary Employees will be given a written evaluation thirty (30) days before the end of their Probationary Period.

#### **(c) PROBATIONARY DISCIPLINE AND DISMISSAL**

Probationary Employees may be discharged with two (2) weeks notice or two (2) weeks pay in lieu of notice, for cause at any time during the Probationary Period. A grievance may be filed where the Union claims a violation of this Article or Article 7 (Discrimination and Harassment) with respect to discharge.

## **Article 14: THE WORKPLACE**

### **14.01 WORKPLACE & PERFORMANCE REVIEW**

At the six (6) month point during the Employee's first year only, and in every January thereafter, the Employer shall have an opportunity to evaluate Regular

and Term Employees and the Regular and Term Employee shall have an opportunity to evaluate the workplace relationship. The criteria for this workplace & performance review shall be agreed upon in advance by the Union and the Employer, and Employees shall be given the opportunity to discuss their performance reviews with the Labour/Management Committee. This process is meant to provide an avenue for constructive discussion and reflection on the Employer-Employee relationship.

## **Article 15: OFFICE STANDARDS**

### **15.01 OFFICE SPACE**

The Employer shall provide the Student Services Coordinator, Resource Coordinator, Finance and Health Plan Coordinator and Office Facilitators/Assistants with office space. This office space shall not be shared with any of the Employers except in the case of VP Finance and Services, where the character of the work involves coordination with the Finance and Health Plan Coordinator and the Office Assistants/Facilitators. For safety reasons, an Employee who is alone in the YUGSA office has the right to lock the entrance to the offices, and put a sign on the door that says "Please Knock". An Employee can use their discretion on whether or not to open the door.

### **15.02 HEALTH AND SAFETY**

The Employer shall at all times provide a safe and healthy working environment for all Employees. Any threats to health and safety brought to the attention of the Employer shall be remedied immediately.

### **15.03 HYBRID OFFICE OPERATIONS**

#### **15.03.1 Hybrid Office Operations**

Full-time regular employees shall be permitted to work from home three (3) days per week, and are only required to be onsite a maximum of two (2) days per week. In recognition of the operational needs of the organization, all Employees shall be onsite on the same days each week.

The details of the hybrid work schedule shall be mutually agreed upon by the Labour Management Committee (LMC). The Employer may, in LMC, request to change the designated onsite days if there is a demonstrated need to change the onsite days in order to meet the operational needs of the organization. The burden of proof for demonstrated need shall lie with the Employer.

### **15.01.2 Remote Work in the Summer Term**

During the summer term, Employees shall be permitted to work from home five (5) days per week.

The Employer may, in LMC, request to change the designated five (5) days per week of remote work if there is a demonstrated need to meet the organization's operational needs. In person workdays shall not exceed those outlined in Article 15.03.1 above. The burden of proof for demonstrated need shall lie with the Employer.

The summer work from home period shall typically run from mid-June to mid-August. Either Party may, in LMC, request a change to the summer term dates in an individual year. This shall be mutually agreed upon by both Parties. In the event of an impasse, the Parties agree that the summer term for the YUGSA shall match York's academic summer term in a given year.

## **Article 16: LAYOFFS/RECALLS**

### **16.01 LAYOFF LIMITATIONS**

There shall be no reduction in the workforce without a corresponding reduction in work required.

### **16.02 DISCUSSION OF LAYOFFS**

If a reduction of staff or hours is under consideration, the Employer shall call a Labour Management Committee (LMC) meeting to discuss the proposed layoff.

### **16.03 LAYOFFS ACCORDING TO SENIORITY**

Employees shall be laid off in reverse order of their seniority. An Employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours, shall have the right to displace or "bump" any Employee with less seniority, and shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills.

### **16.04 ALL EFFORTS TO BE MADE TO REINSTATE**

If an Employee who is to be terminated by the layoff process is unwilling or unable to bump, the Employee will be laid off and placed on the appropriate recall list for a period of no more than one (1) year. The Employer shall have made every effort to relocate the laid-off Employee in another position.

### **16.05 NOTIFICATION OF LAYOFFS**

The Employer shall notify Employees who are to be laid off fourteen (14)

calendar days before the layoff is to be effective. The Employer agrees to give as much further notice as is possible under this Article.

**16.06 HEALTH AND DENTAL BENEFITS PLANS TO CONTINUE**

The Employer agrees to pay the full coverage of Extended Health and Dental, including the Extended Health Benefit (EHB), as defined in Article 12.07 for Employees while they are on layoff, except in the case in which an Employee on layoff finds comparable benefits through alternate employment.

**16.07 ACCESS TO VACANCIES**

All Employees who have been laid off shall have access to all vacancies through the internal hiring process, with all the rights of Permanent Employees.

**16.08 RIGHT TO REFUSE**

An Employee on layoff who elects not to apply for a position other than the position from which the Employee was laid off shall not be deemed to have forfeited any other right accorded to the Employee by this Agreement.

**16.09 RECALL**

(a) Where a vacancy occurs in any position following a reduction of personnel as a result of layoff, the Employee shall retain seniority in accordance with Article 5.09. The Employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 16.11. Recall shall be on the basis of seniority per Article 16.12.

(b) Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. The Employee shall notify the Employer, in writing, of the Employee's intention to return to work within ten (10) days of receiving the recall notice. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address and phone number.

(c) Employees on layoff who refuse to be recalled, or who fail to respond to a notice of recall, shall be deemed to have voluntarily terminated their employment and will cease being a member of the Bargaining Unit, and will forfeit all ensuing benefits.

**16.10 REHIRING LIMIT**

The Employer will be required to make a decision whether to rehire an Employee on layoff within one (1) year of the effective date of the layoff. One (1) year following layoff, the Employee's employment with YUGSA will cease, and no further benefits or payments will be due.

### **16.11 RECALL ORDER**

The Employer will recall Employees in the order of their seniority, provided they are qualified to do the work.

### **16.12 RIGHT TO VACATION PAY**

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular payday for all Employees, provided the request is made at least five (5) working days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

## **Article 17: LEAVES, HOLIDAYS, AND VACATIONS**

### **17.01 PAID HOLIDAYS**

(a) Employees shall receive all Federal, Provincial and Municipal statutory holidays with pay.

The following days constitute the above paid statutory holidays:

New Year's Day - January 1

Family Day - Third Monday in February

Good Friday - Variable date between March 20 and April 23

Easter Monday - Variable date between March 23 and April 26

Victoria Day - Monday preceding May 25

Canada Day - July 1

Civic Holiday - First Monday in August

Labour Day - First Monday in September

National Day for Truth and Reconciliation - September 30

Thanksgiving - Second Monday of October

Remembrance Day - November 11

Christmas Day - December 25

Boxing Day - December 26

When a statutory holiday falls on a day that is not an Employee's regularly scheduled workday, she shall be entitled to take a day-in-lieu. Employees shall notify the designated Employer members of the LMC at least one (1) week in advance of the day they intend to take as their substitute holiday, and may only be scheduled following the date of the statutory holiday for which it is intended. Employees are entitled to be paid public holiday pay for their substitute holiday.

In addition, the following days shall constitute paid holidays for all Employees: International Women's Day (March 8), International Labour Day (May 1) and the National Day of Remembrance and Action on Violence Against Women (December 6). If any of the above-mentioned holidays fall on a Saturday or Sunday, then the first working day following will be a holiday. If any of these holidays fall during an Employee's vacation period, then she shall be entitled to an extra day of vacation.

- (b) Employees shall not work and will receive full pay at any period during the year that York University is closed, such as the December break. In addition, all days on which York University has cancelled classes for religious holidays shall be considered paid holidays for Employees of the YUGSA.
- (c) Employees who wish to celebrate non-Christian religious holidays may do so, and be paid in full, to a maximum of ten (10) days per year. Ten (10) days written notice to the Employer will be required.
- (d) Should an Employee agree to a request by the Employer to work on a designated holiday, the Employee shall accumulate double time for the period worked.

## **17.02 VACATION/FLEX HOURS**

All entitlements in Article 17 are available immediately upon hiring. In addition to the paid holidays outlined above, Full-time Regular Employees shall be entitled to the following paid vacations with the understanding that full-time Term and part-time Regular Employees will receive two-thirds (2/3) of this amount and part-time Term one half (1/2) respectively (fractions rounded up to the next integer):

- (a) In the first year of employment, fourteen (14) days paid vacation.
- (b) In subsequent years of employment, five (5) additional days of paid vacation per year of service to a maximum of twenty-nine (29) days.
- (c) Full-Time Regular Employees shall receive the following paid flex hours to be provided at any time throughout the year:

Finance & Health Plan Coordinator shall have 40 flex hours  
Student Services Coordinator shall have 35 flex hours  
Resource Coordinator shall have 35 flex hours

A flex hour(s) is defined as an hour(s) where an Employee works from home.

Such flex hour(s) shall be taken at the discretion of the Employee.

It is the responsibility of the Employee to notify (or ensure the notification of) the designated Employer Members of the LMC of the necessity to take a flex hour(s) as soon as is reasonably possible and preferably in advance.

EXCEPTION: when flex hour(s) are being used in conjunction with time-in-lieu the request for flex hour(s) will be subject to time-in-lieu's one (1) working day notice to the Employer.

All requests for vacations shall be made in writing to the Employer, no less than ten (10) days in advance, and shall not be unreasonably denied. Employees shall be entitled to receive vacations in consecutive weeks to a maximum of thirty-five (35) calendar days per year. At the time of layoff or termination, all unused vacation leave shall be paid in full to the Employee.

A maximum of ten (10) days of vacations not taken before the end of the year of entitlement may be added to the vacation period of the following year. All other Employees shall receive the legal minimum of 4% vacation pay with each paycheck. For each additional year of service, shall increase an additional 2% to a maximum of 8%.

In addition to the ten (10) vacation days not taken before the end of the year of entitlement carryover maximum, Full-time Regular Employees shall have the option of cashing out five (5) additional vacation days not taken before the end of the year of entitlement.

Scenarios:

Employee has 15 vacation days, they can choose to carry over the maximum 10 days and cash out the maximum 5 days.

Employee has 10 vacation days, they can choose to carry over the maximum 10 days and cash out 0 days or choose to split carrying over and cashing out their remaining days and shall not exceed the respective maximums for carrying over/cashing out vacation days.

### **17.03 ACCRUED VACATION AND OVERTIME**

In the event that an Employee upon termination of employment has accrued paid vacation time and/or overtime owing to them, she shall receive payment for all time accrued at the rate of pay effective immediately prior to termination. Any such carried-over vacation period(s) must be taken and/or paid out in the "carried to" year.

**17.04 ASSAULT LEAVE**

If an Employee is assaulted, in or outside of work, she may receive up to five (5) days leave with pay upon request. Details of the facts of the assault shall not be required by the Employer and will in no way be contested. The Union member need only to reference this clause in order to be in receipt of the leave.

**17.05 UNPAID VACATION-TERM**

A full or part-time Term and part-time Regular Employee may extend their vacation period up to ten (10) days per year without pay, subject to agreement in LMC. Such requests will not be unreasonably denied.

**17.06 FAMILY LEAVE**

The Employer shall provide EI top-up per article 17.14 to regular Employees who require leave due to the birth, adoption, or guardianship of a child, and have worked for the YUGSA for a period of not less than thirty (30) weeks. Unpaid parental leave shall be granted for an additional twelve (12) months at the request of the Employee.

Employees who require leave due to the necessity of extended care for ill or infirm family members, and have worked for the YUGSA for a period of not less than thirty (30) weeks, shall be granted leave paid at Forty (40) percent of regular wages for a period of six (6) months. Unpaid family leave shall be granted for an additional twelve (12) months at the request of the Employee.

Employees who take family leave shall not be penalized in relation to seniority or other benefits. All benefits, including health plan coverage, shall be maintained by the Employer throughout the duration of the leave.

**17.07 LEAVE OF ABSENCE FOR UNION BUSINESS**

The Employer agrees to grant paid leave of absence calculated by the hour, for Employees to attend Union functions, or to attend to Union business (including negotiations and other business) to a maximum of ninety (90) hours in total per year.

**17.08 LEAVE OF ABSENCE FOR PUBLIC DUTY**

Any Regular Employee who is elected to a full-time position with the Union or its affiliates, or who is elected to public office, shall be granted an unpaid leave of up to two (2) years. Such leave may be renewed upon mutual agreement.

**17.09 GENERAL LEAVE**

A Regular Full-Time Employee who has worked at the YUGSA for a minimum of

eighteen (18) months may take an unpaid leave for a period spanning no more than twelve (12) months. An extension of this leave can be negotiated through LMC. To receive this leave, the Employee must declare three (3) months before leaving in writing to LMC that they are invoking this right under the terms specified in the article. The declaration must include the proposed date of the leave and return to employment and the reasons for the leave. The Employee must contact the Employer at least two (2) weeks (to a maximum of one (1) month) prior to the resumption of duties to confirm the agreed-upon return to duties. The Employee shall return to duty with the same benefits and seniority accrued at the time of commencement of the general leave. If the Employee fails to contact the Employer two (2) weeks prior to the planned date of resumption of duties and/or fails to return to the workplace on the agreed upon date, the Employer will consider the Employee dismissed. The Employer shall not unreasonably withhold permission for such a leave.

#### **17.10 SICK LEAVE**

Full-time Regular Employees shall be entitled to eighteen (18) paid sick days per year with the understanding that full-time Term and part-time Regular Employees will receive two-third (2/3) of this amount and part-time Term one-half (1/2) respectively (fractions rounded up to the next integer). The Employees shall claim the equivalent of up to six (6) days of the above mentioned sick days as half sick days contingent upon approval by the Employer. Sickness is defined as physical, psychological or emotional. A year is defined as the anniversary of the date of the Employee's hiring, and sick leave benefits shall be available immediately upon hiring. Sick leave may also be used if the Employee must be absent from work to care for ill or infirm family members. At the request of the Employer, Employees shall produce a certificate from a health practitioner for any illness in excess of five (5) working days. If the Employee has to pay for this certificate, the Employer will reimburse the Employee upon production of a receipt.

It is the responsibility of the Employee to notify (or ensure the notification of) the VP Internal or a designated Executive Member of the LMC of the necessity to take (paid or unpaid) leave as soon as is reasonably possible.

#### **17.11 MENTAL HEALTH DAYS**

An Employee shall be allowed a leave of five (5) days per annum, to be taken at any time at the discretion of the Employee, to attend to her/his mental health. These days may be taken singularly or all at once and are non-accruable.

#### **17.12 EMERGENCY OR BEREAVEMENT**

In the event of a family emergency or death, Employees are entitled to leave with

pay for up to five (5) days, per death, per year. In cases where the Employee is compelled to travel to attend to a bereaved family member in excess of 500 kilometres one-way from their primary place of residence, the Employee shall be granted an addition two (2) working days paid leave.

#### **17.13 MATERNITY, PARENTAL, AND ADOPTION LEAVE**

A pregnant Employee who wishes to continue working during the period of pregnancy shall not be denied that right.

Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to two (2) years shall be granted for maternity, parental, or adoption leave for any Regular Employee. Such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child.

Employees will be granted Parental Leave in accordance with the Ontario Employment Standards Act.

#### **17.14 SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFITS (SEIB)**

(a) In respect of the period of maternity, parental, adoption, disability or sickness leave, the Employer shall make payments to the Employee as follows:

##### **(b) SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFITS PLAN**

An Employee who has applied for and is receiving maternity, parental, disability or sickness benefits pursuant to the Employment Insurance Act shall be paid an allowance for the supplementation of her benefits in accordance with the Supplementary Employment Insurance Benefits (SEIB) Plan.

Payments under the SEIB Plan shall only be made as follows:

- i. For the period between the commencing of leave and the commencing of SEIB payments, the Employee shall be paid ninety-five (95) percent of her regular weekly earnings.
- ii. During the period when the Employee is collecting Employment Insurance (EI) benefits, such period not to exceed twenty-four (24) weeks including the waiting period, she shall be paid the difference between her regular weekly EI rate of benefits and ninety-five (95) percent of her regular weekly earnings.
- iii. The combined weekly payments received from the SEIB Plan and the weekly rate of Employment Insurance benefits shall not exceed ninety-five (95) percent of the Employee's weekly earnings.
- iv. Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- v. Payments in respect of guaranteed annual wages or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- vi. Employees ineligible for EI benefits are not eligible for payments under the SEIB plan.

**(c) FURTHER PAID LEAVE**

When the Employee's Employment Insurance benefits have been exhausted, the SEIB Plan shall also be exhausted, and the Employer shall pay the Employee's regular weekly earning for the period from the exhaustion of benefits until the thirty (30) weeks of paid leave are exhausted. Payments made in accordance with this Article are not applicable to the SEIB Plan.

**(b) EMPLOYEES INELIGIBLE FOR EI BENEFITS**

An Employee who has been employed by the Employer for twenty (20) weeks or more, but who is ineligible to receive Employment Insurance benefits for the reason that she has not accumulated enough insurable weeks of employment to qualify to receive Employment Insurance benefits, shall be entitled to thirty (30) weeks of maternity leave at ninety-five (95) % of regular pay.

**(c)** Employees continue to accumulate seniority and receive benefits during the entire period of leave.

**(d)** If an Employee is to be terminated or laid off following her return from leave and before she is eligible for Employment Insurance benefits, the Employer agrees to make up the number of weeks necessary to ensure eligibility.

The Employer shall ensure that the Supplementary Employment Insurance Income Benefits Plan in this clause is properly registered with Revenue Canada.

**17.15 EXTENDED SICK LEAVE**

An extended paid sick leave for up to six (6) weeks shall be granted at the request of the Employee upon submission of a certificate from a medical practitioner. In the event that the Employee exhausts their total quota of extended paid sick leave, the Employee may extend their extended sick leave for an additional six (6) weeks by applying for Employment Insurance benefits. The Employer shall pay the difference between the Employee's regular weekly Employment Insurance rate of benefits and her regular weekly earnings.

Sick leave shall be substituted for vacation entitlement, where it can be medically certified that an illness or accident occurred while on vacation. Other types of leave, such as bereavement leave, may also be substituted for vacation, subject

to Article 17.

**17.16** All leaves, holidays and vacations shall be noted in Employee files on an ongoing basis.

## **Article 18: BREAKS**

**18.01** Any Employee who works more than five (5) hours in a day is entitled to one (1) hour paid lunch break and one (1) fifteen (15) minute paid break to be taken at the Employee's discretion. Any Employee who works five (5) hours or less is entitled to one half-hour paid lunch break.

## **Article 19: UNCONTROLLABLE CIRCUMSTANCES**

### **19.01 UNCONTROLLABLE CIRCUMSTANCES**

In the event that an Employee is unable to get to the YUGSA office due to weather, transit stoppage or a strike, they shall be paid for the time missed. Employees must notify the Labour Management Committee (LMC) immediately.

## **Article 20: UNION LOGO**

**20.01** The CUPE logo shall appear on all materials produced by Union members.

## **Article 21: OFFICE HOURS**

**21.01** The regular office hours of the YUGSA shall be some time between Monday and Friday, 9:00 a.m. to 5:00 p.m. Any changes to the YUGSA's hours shall be made in consultation with staff. Any hours outside of 9:00 a.m. and 5:00 p.m. shall be made with the approval of the Union.

## **Article 22: COMPENSATION FOR BARGAINING**

**22.01** Where reasonably possible, bargaining between the YUGSA and CUPE Local 1281 will be conducted during open hours of the YUGSA office. When the conduct of bargaining sessions is not reasonably possible during open hours, the YUGSA will compensate Union representatives for their time in the amount of 50% of their regular wage rates.

## Article 23: DURATION AND MODIFICATION OF AGREEMENT

**23.01** This Agreement shall continue in force and effect from September 1, 2024, until August 31, 2027. Either party to this Agreement may, not more than ninety (90) days prior to August 31, 2027 present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement.

A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement. Failing agreement by August 31, 2027, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lock out.

## Article 24: NOTICE TO UNION

**24.01** Where notice to the Union is required under the conditions of this Agreement, such notice shall be given in writing to the YUGSA sub-local Steward with a copy to the President of CUPE Local 1281, 25 Wood St., Suite 102, Toronto, Ontario, M4Y 2P9. Any notice which does not meet this requirement shall be null and void.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on \_\_\_\_\_, 2025.

**For the Union**

Bonnie Cormier  
Bonnie Cormier (Mar 27, 2025 10:35 EDT)

*[Signature]*

Ryan London

**For the Employer**

Shantanu  
Shantanu (Mar 26, 2025 15:38 EDT)

Mostafa Hetteh  
Mostafa Hetteh (Mar 26, 2025 18:34 EDT)

## **Appendix 1: JOB DESCRIPTIONS**

### **STUDENT SERVICES COORDINATOR**

#### **SUMMARY POSITION:**

The Student Services Coordinator is a full-time regular Employee who is responsible for the day-to-day functioning of the YUGSA office and assists with the delivery of the Association's services.

The position is responsible for providing front-line service and academic advocacy support to members of the YUGSA. Its primary function is to coordinate services and provide academic advocacy to the members of the YUGSA.

This position reports directly to the Executive of the YUGSA.

#### **RESPONSIBILITIES:**

- Performs general office work including liaising with and supporting other staff members
- Provides front-line services to students and is a focal point for providing information related to the resources and services that the YUGSA provides
- Is the primary staff person to provide members with ISIC cards
- Is the primary staff person to provide assistance to members applying for YUGSA funding, in conjunction with the Vice President Finance and Services
- Is the primary administrator of the YUGSA's Emergency Loan Fund
- Assists in the maintenance of office equipment and supplies and organizational needs
- Works directly with individual students who come in for assistance and advocacy in conflict with York University, its faculty and departments, and its faculty and staff. Works with students on petition and appeal processes or academic hearings. Informs students of the processes and assists them in preparing for them. When requested by the student and deemed necessary by the advocate, the Student Services Coordinator accompanies students to hearings/meetings/panels and advocates on their behalf
- Keeps detailed confidential records for individual students. Keeps public records of the types of concerns students are bringing forth, where and with whom. Generates campaign and service recommendations for the YUGSA Executive

based on these records. Generates recommendations for policy changes in the University based on these records

- Maintains updated information files on university practices, supervisor responsibilities, and policies as they relate to student rights. Keeps a list of related contacts in the University
- Liaises with allied organizations at York working on issues of student representation, equity, advocacy, and other support to graduate students, including CUPE 3903
- Supports the Resource Coordinator in providing support to the YUGSA Executive and attends YUGSA Executive meetings
- On occasion, the Student Services Coordinator may be asked to attend to other YUGSA office duties in the event of another Employee's illness, leave, or absence. If this request exceeds three (3) days of work, the Employer shall schedule a meeting with the Employee before additional duties are taken on in order to negotiate any additional responsibilities together. In the event that responsibilities are assumed outside of the description above, the Employee will be relieved of a proportional amount of their own regular work to accommodate the increased responsibilities generally associated with another Employee

## **HOURS OF EMPLOYMENT**

Weekly working hours of the Student Services Coordinator shall be 33 hours, with a work schedule of 10:00 am to 4:00 pm on in-office days.

## **SALARY AND BENEFITS:**

Base wage, plus all the benefits specified in the YUGSA/CUPE 1281 Collective Agreement

## **RESOURCE COORDINATOR**

### **SUMMARY POSITION:**

The Resource Coordinator is a full-time regular employee who is responsible for the day-to-day functioning of the YUGSA office and who assists the Executive with the day-to-day operations of the YUGSA.

Its primary function is to assist in projects, campaigns, research, policy initiatives and achieving goals as well as providing administrative support to the Executive. This position reports directly to the Executive of the YUGSA.

## **RESPONSIBILITIES:**

The Resource Coordinator is responsible for the day-to-day functioning of the Graduate Students' Association. The duties of the Resource Coordinator fall into three general categories: 1) Executive support; 2) Administrative; 3) Liaising and other tasks.

The Resource Coordinator is required to:

- Perform general office work including liaising with and supporting other staff members
- Assist with campaigns, research policy and operations development, and recommend to the Executive relevant policy, by-law and constitutional changes and updates
- Attend YUGSA Council meetings and other external meetings
- Develop and propose strategies in conjunction with the Executive to address student issues within York University (i.e. tuition fees, budget cuts, academic advocacy and appeals, etc.) and with the provincial and federal government (i.e. student debt, student employment, student aid, etc.)
- Is the primary staff person to provide assistance to members applying for YUGSA space bookings
- Assists the Vice President Internal with communication with YUGSA members, including updates to the e-newsletter and the YUGSA website
- Liaise with allied organizations at York working on issues of student representation, equity, advocacy, and other support to graduate students, including CUPE 3903
- Where time permits, assists in the implementation and promotion of campaigns and services and the Canadian Federation of Students, as they pertain to the work of the YUGSA
- Assist the Executive in dealing with and preparing for media and communications relations (i.e. interviews, media releases, debates, etc.)
- Assist in the coordination and production of YUGSA publications and informational materials

- During attendance at CFS meetings and conferences, the Resource Coordinator will be remunerated at the Overtime rate (as per Article 12.03 of the CA) for meeting hours held Saturdays and Sundays and after 8 pm on weeknights, and may be remunerated with either time-in-lieu or overtime pay for overtime hours worked during the weekdays up to 8 pm subject to agreement between the Resource Coordinator and the Employer
- On occasion, the Resource Coordinator may be asked to attend to other YUGSA office duties in the event of another Employee's illness, leave or absence. If this request exceeds three (3) days of work, the Employer shall schedule a meeting with the Employee before additional duties are taken on in order to negotiate any additional responsibilities together. In the event that responsibilities are assumed outside of the description above, the employee will be relieved of a proportional amount of their own regular work to accommodate the increased responsibilities generally associated with another Employee

## **HOURS OF EMPLOYMENT**

Weekly working hours of the Resource Coordinator shall be 33 hours, with a work schedule of 10:00 am to 4:00 pm on in-office days.

## **SALARY AND BENEFITS:**

Base wage, plus all the benefits specified in the YUGSA/CUPE 1281 Collective Agreement

## **HANDBOOK COORDINATOR**

### **SUMMARY POSITION:**

The Handbook Coordinator is a contract Employee responsible for coordinating the design and production of the Graduate Students' Association Handbook. This position is generally held at the end of the Winter semester or the beginning of the Summer semester.

The Handbook Coordinator reports directly to the Executive of the Graduate Students' Association, but works in tandem with the Resource Coordinator and the Student Services Coordinator as, depending on the timeline, some of these tasks may be underway before the Handbook Coordinator is hired.

## **RESPONSIBILITIES:**

- Designs the graphic for the cover of the handbook, in line with the vision of the YUGSA Executive for the cover
- Compiles and updates all information in the handbook, which may include information about services offered by the YUGSA, by York University, by other organizations at York such as CUPE 3903, and in the broader community; YUGSA and CFS campaigns; maps; and so on
- Compiles images and/or takes photographs for the handbook
- With the Resource Coordinator and the Student Services Coordinator, coordinates with CFS the printing of the handbook
- If and when the YUGSA chooses to run advertisements in the handbook, is responsible for gathering for the handbook

## **FINANCE AND HEALTH PLAN COORDINATOR**

### **SUMMARY POSITION:**

The Finances and Health Plan Coordinator is a full-time Regular Employee who is responsible for the overall functioning of the YUGSA financial system, and for coordinating the administration of the YUGSA Health Plan. For finances, this work includes: record-keeping, daily transactions, reconciling accounts, maintaining accounts payable and receivable, government and Union remittances. For Health Plan coordination, this work includes ensuring health plan information is provided and available for graduate students, ensuring opt-in and opt-outs are processed, liaising with the VP Finances & Services, the broker and the insurance company and assisting graduate students with inquiries. The Finances and Health Plan Coordinator, along with the VP Finances and Services, maintains the smooth operation of the Health Plan Office. The specific parameters of their duties, and any changes to them, must be agreed upon in LMC.

### **RESPONSIBILITIES:**

- Performs financial record-keeping and organizes financial files
- Performs daily transactions
- Reconciles accounts
- Performs government, Union, and pension remittances

- Monitors the organization's bank balances and transfers
- Is responsible for payroll, honorarium dispensing, and Revenue Canada payments
- Processes Health Plan Opt-in forms and Opt-out forms
- Maintains filing system
- Attends to Health Plan inquiries (in-office and by phone and email)
- Maintains Health Plan enrolment data
- Ensures that Health Plan information is provided for and available to graduate students
- Liaises with the Vice President Finance and Services, other YUGSA executive committee members and the GSA Council, other office staff, the broker, and the insurance company as necessary
- Maintains the smooth operation of the Health Plan office
- Prepares a year-end report with a summary of the year's activity and recommendations for the following year
- On occasion, attends to the general GSA office operations, including answering phone calls and in-person inquiries

***FINANCIAL ADMINISTRATION:***

- Maintains accounting system
- Modifies and updates accounting system as required
- Processes cheque requisitions and expense reports
- Reconciles accounts
- Processes file invoices, cheque and expense reports
- Sets up and maintains general ledger and statements
- Coordinates biweekly payroll and associated expenditures
- Makes bank deposits, account/bank reconciliations and monitors petty cash
- Assists auditor at year-end audit
- Responsible for all financial aspects of the GSA Health Plan

***ADMINISTRATION SERVICES:***

- Answers general telephone or email inquiries when applicable and refers calls to the appropriate staff person.
- Processes all incoming and outgoing email/mail related to finances

- Types correspondence and other documents and prepares them for signature
- Maintains filing system

**REPORTING:**

- Liaises with the VP Finance, providing financial reports to be shared at Executive and Council meetings
- Provides a financial forecast for the GSA Executive committee at the year-end
- Makes recommendations for budget and financial systems improvements
- Provides basic financial systems training to incoming GSA Executive committee members and staff as necessary

**NECESSARY SKILLS AND EXPERIENCE:**

- Certificate or degree in Accounting and/or Finances
- Excellent organizational skills
- Payroll knowledge
- Knowledge of university sector or student organization structures and operations preferred

**HOURS OF EMPLOYMENT**

38 hours, with a work schedule of 10:00 am to 4:00 pm on in- office days.

**SALARY AND BENEFITS:**

Base wage, plus all the benefits specified in the YUGSA/CUPE 1281 Collective Agreement

**CHIEF RETURNING OFFICER (CRO)**

**SUMMARY POSITION:**

The Chief Returning Officer (CRO) is a Contract Employee who is responsible for overseeing the elections and by-elections of the YUGSA. This includes: preparing nomination packages and supervising the campaign in accordance with the YUGSA constitution, advertising the nomination and voting periods of all YUGSA elections, overseeing the voting and ballot counting procedure, and coordinating the hiring and supervision of poll sitters for the election period.

## **RESPONSIBILITIES:**

The CRO is required to have experience in the following fields:

- Strong administrative, communication, conflict resolution, and interpersonal skills, as well as personal initiative and experience with student organizations
- Be able to work within a set budget
- Familiarity with York University, especially with graduate studies
- Experience organizing and running elections

The CRO shall administer all procedural aspects of the YUGSA elections as described in Appendix D of the constitution with specific duties outlined below:

- Report to the YUGSA Council
- Ensure that Elections Procedure Code and Guidelines is enforced
- Be in charge of all matters regarding the holding of Elections, including the receipt and certification of nominations, the posting of notices and newspaper advertisements, providing for an all candidates meeting, the establishment of polls, the counting of ballots and the declaration of elected candidates
- Acquire a list of valid voters from the administrative office of the Faculty of Graduate Studies
- Conduct the Elections on days established by the Council
- Be ineligible to vote
- Not be eligible to run for office in YUGSA Elections unless notice of resignation is given to the Executive fourteen (14) days prior to the opening of Nominations for such Elections or By-Elections
- Provide a final report for approval to the YUGSA Council at the next scheduled meeting following the election results
- Hire the ORO (s) [Deputy Returning Officer] and polling clerks as required

**LETTER OF UNDERSTANDING - RETROACTIVE HOURLY INCREASE**

**Letter of Understanding: Retroactive Hourly Increase**

The Parties hereby agree that the increase to Employee hours by three hours per week for the Finance and Health Plan Coordinator, Resource Coordinator, and Student Services Coordinator shall be applied retroactively from September 1, 2024.

For the Union

Bonnie Cormier  
Bonnie Cormier (Mar 27, 2025 10:25 EDT)

*[Handwritten Signature]*

Ryan London

For the Employer

Shantanu  
Shantanu (Mar 26, 2025 15:38 EDT)

Mostafa Hottob  
Mostafa Hottob (Mar 26, 2025 18:24 EDT)