

COLLECTIVE AGREEMENT

between

YORK UNIVERSITY STAFF ASSOCIATION



ASSOCIATION DU PERSONNEL DE
L'UNIVERSITÉ YORK

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

and



CANADIAN UNION OF PUBLIC EMPLOYEES (1281)

2024-2027

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between

**YORK UNIVERSITY STAFF ASSOCIATION/
ASSOCIATION DU PERSONNEL DE L'UNIVERSITÉ YORK
(YUSA) and**

**CANADIAN UNION OF PUBLIC EMPLOYEES (1281)
(CUPE 1281)**

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ARTICLE 1 - Purpose

- 1.01** The general purpose of this Agreement is to establish an orderly collective bargaining relationship between YUSA and its Employees represented by CUPE 1281 and to set forth agreement covering rates of pay and other working conditions. The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 2 - Management Functions

- 2.01** CUPE 1281 acknowledges that the prime function of YUSA is to provide representation and service to members of the York University Staff Association/Association du Personnel de l'Université (YUSA) regarding their wages, benefits and other working conditions.
- 2.02** Except as expressly abridged by this Agreement, YUSA shall continue to have the right to take any action it deems appropriate in the management of the Association and the direction of its Employees.
- 2.03** Without limiting the generality of the above, these rights include, but are not limited to, the right to:
- (a) hire, classify, direct, promote, transfer, layoff or recall, and to discharge, reprimand, suspend, demote or otherwise discipline Employees for just cause;
 - (b) determine the requirements of a job and the standards of the work to be performed;
 - (c) expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - (d) determine the size and composition of the work force;
 - (e) make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;
 - (f) maintain order and efficiency and otherwise generally manage the Association, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.
- 2.04** In the event it is alleged that YUSA has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

ARTICLE 3 - Recognition

- 3.01** YUSA recognizes CUPE 1281 as the exclusive bargaining agent for all Employees, save and except elected or appointed representatives, managers, and persons above the rank of manager.

- 3.02** The parties agree that elected representatives in Article 3.01 shall be defined as YUSA members who maintain an employment relationship with York University, but are on leave in order to work for YUSA.
- 3.03** It is recognized and agreed by CUPE 1281 that elected and appointed representatives, volunteers and managerial staff regularly and normally perform work that is also done by members of the bargaining unit. However, YUSA agrees that such persons shall not work in excess of current practice where the results of such action can be shown to be the direct reason for the reduction of hours of work or pay or the downgrading of any employee.
- 3.04** No employee shall lose employment with YUSA as a direct result of YUSA contracting out work normally performed by members of the bargaining unit.

ARTICLE 4 - No Harassment/Discrimination

- 4.01** (a) YUSA and CUPE 1281 agree there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin and/or nationality, beliefs, colour, ethnic origin, citizenship, creed, sex, gender, gender identity, gender expression, age, political or religious affiliations, sexual orientation, record of offences, marital status, family status, family relationship handicap or disabilities, immune status, number of dependents nor by reason of membership or non-membership or activity or lack of activity in CUPE 1281.
- (b) The Parties agree that, except where statutory provisions of Ontario or Canada stipulate otherwise, Employees in same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.
- (c) Normal management and direction of Employees, including but not limited to, disciplinary action and the management of performance, does not constitute harassment by the Employer.
- 4.02** No employee shall be required to perform duties of a personal nature not connected with the approved operations of YUSA.
- 4.03** The Parties are committed to fostering a working environment including accommodation that is free from discrimination and harassment in accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act.
- 4.04** CUPE 1281 and YUSA recognize the right of Employees to work in an environment free from sexual harassment, and agree to take all possible and appropriate action to foster such an environment.
- 4.05** Sexual harassment shall be defined as:
- (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (b) expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or

- (c) expressed or implied threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
- (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

4.06 The parties agree to foster a harassment-free workplace.

4.07 Harassment in the workplace includes:

- (a) threats or a pattern of aggressive, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment;
- (b) retaliation or threat of retaliation against an individual who makes a harassment complaint.

4.08 (a) A grievance concerning an alleged breach of this Article may be submitted directly at **Step 1 (Article 8 - Complaints/Grievances)** of the grievance process within fifteen working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

- (b) No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

4.09 In a case where the Employer intends to appoint an external investigator to investigate a complaint of workplace harassment or discrimination and a CUPE representative Employee is either the complainant or respondent, the Employer shall notify CUPE of the intended investigator. If CUPE is aware of any conflict of interest as it relates to the particular case and that investigator, CUPE has the opportunity to inform the Employer within five (5) working days of receipt of the information.

ARTICLE 5 - No Strikes or Lockouts

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

5.02 In the event that any Employees working at York University, other than those covered by this Agreement, engage in a lawful strike or are locked out, Employees covered by this Agreement shall not be required to cross their picket lines. It is understood, however, that Employees shall not be compensated for time not worked in such circumstances.

ARTICLE 6 - Union Membership

6.01 YUSA will deduct each month from the salary (if any) of each bargaining unit member, a sum equal to the monthly Union dues and/or assessments as certified to YUSA from time to time by the Treasurer of CUPE 1281. YUSA shall remit the dues so collected to CUPE 1281 monthly, accompanied by a list of names of Employees from whose salary's dues have been deducted.

6.02 CUPE 1281 shall be advised of all persons hired, their employment category, gender, home address and telephone number, as well as of temporary promotions, transfers and

terminations.

ARTICLE 7 - Union Representation

- 7.01** In order that no individual employee or group of Employees shall undertake to represent CUPE 1281 without proper Union authorization, CUPE 1281 shall provide YUSA, in writing, with the names and locations of all its Union representatives. YUSA shall be required to recognize such representatives only from the date of receipt of such notice. It is understood that an authorized representative of the Union refers to the Service Coordinator or the President or their designate from the Executive.
- 7.02** CUPE 1281 acknowledges that its representatives have their duties to perform as Employees of YUSA, and agrees that such persons shall not request nor be granted, unreasonable amounts of time off from work to attend to Union business.
- 7.03** Notwithstanding **Article 7.05**, YUSA agrees to grant, without loss of normal salary, up to twenty-one (21) hours time off to attend regular membership meetings to a maximum of three (3) times per year provided that CUPE 1281 notifies YUSA in writing at least five (5) working days prior to such meetings.
- 7.04** Representatives may be granted reasonable time off without loss of normal salary in order to investigate the circumstances surrounding a Union member's grievance or alleged grievance and to confer with CUPE 1281 member concerned. It is understood that this clause applies to meetings held during the employee's normal working hours and that no compensation will be granted for meetings extending beyond or commencing prior to the employee's normal working hours.
- 7.05** Any representative needing time off during normal working hours to attend to Union business, shall first seek permission from their supervisor. If permission is granted the employee shall report back to the supervisor immediately upon return. It is understood that operating requirements shall be the major consideration in granting/rejecting such requests for time off, which shall not however be unreasonably denied. It is further understood that YUSA may not be able to grant time off to more than one employee at any one time for meetings contemplated in this Article.
- 7.06**
- (a) The appropriate Union representative shall be permitted to meet with a new employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of Union membership. This meeting, which shall not exceed one hour, may take place during working hours at the employee's request, at a time to be approved by the supervisor of the new employee.
 - (b) YUSA agrees and will inform an employee that they may have a Shop Steward present at a meeting, initiated by management, the purpose of which, as clearly stated in the meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.
 - (c) YUSA agrees that an employee may have a Shop Steward present at a meeting, initiated by the employee, the purpose of which, as clearly stated in the meeting notification, is to discuss the employee's assigned responsibilities and/or performance in the workplace.
- 7.07** YUSA shall give time off during their normal working hours, without loss of pay, for up to two (2) CUPE 1281 Bargaining Committee members while attending negotiation meetings with YUSA.

- 7.08** Where notice or reply to CUPE 1281 is required by any provision of this Collective Agreement, such notice shall be in writing to the shop steward, with a copy delivered to the President of CUPE 1281 via email at **president@cupe1281.ca** and to the Service Coordinator at **office@cupe1281.ca**

Failure to conform to the requirements of this Clause shall render any such notice null and void.

ARTICLE 8 - Grievances

- 8.01** For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between YUSA and any employee bound by this Agreement or between YUSA and CUPE 1281. Grievances shall be dealt with in the following manner.
- 8.02** With the exception of a grievance that may be submitted directly at STEP 1 as provided for in this Agreement, no grievance shall be deemed to exist unless the matter has been discussed by the employee, accompanied by a Shop Steward or an authorized representative of the Union and YUSA President, who may be accompanied by another Employer representative, at a time to be set by YUSA President. This discussion shall be requested by the employee or a Shop Steward no later than fifteen (15) working days after the employee or CUPE 1281 became aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. YUSA President's reply shall be given to the employee or Shop Steward no later than five (5) working days following the discussion.
- 8.03** **STEP 1.** If the grievance is not settled as provided for in **8.02** above, it shall be set forth in writing on a form provided by CUPE 1281, signed by an authorized representative of the Union and copied to the grievor and the Shop Steward and given to the YUSA President. The written grievance shall be submitted no later than five (5) working days following receipt of YUSA President's reply provided for in **8.02** above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The grievance shall be discussed at a meeting attended by the grievor, the appropriate Union representatives, the President of YUSA, and at least one other YUSA representative. Every reasonable effort shall be made to hold this meeting no later than fifteen (15) working days after receipt of the grievance form, at a time to be mutually agreed upon. YUSA's written reply shall be given to the Service Coordinator and the President of the Union with a copy to the Shop Steward and the grievor no later than five (5) working days following the meeting.
- 8.04** The parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If, at any step, YUSA's representative fails to give a written reply within the required time limit, or fails to give a response as required in **8.02**, CUPE 1281 may submit the grievance at the next step upon the expiration of such time limit. Unless CUPE 1281 proceeds to the next stage in the Grievance/Arbitration Procedure in accordance with the time limits and conditions, the grievance shall be deemed to have been resolved.

- 8.05** A group grievance shall be defined as a grievance where two or more Employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief.
- 8.06** A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement and may be submitted by CUPE 1281 directly at STEP 1. However, no grievance shall be considered where the grievance is submitted more than fifteen (15) working days after CUPE 1281 became aware or reasonably ought to have been aware of the circumstances giving rise thereto.
- 8.07** Saturdays, Sundays and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedure. Any of the time allowances set out in this Article may be extended, if mutually agreed to in writing, by the parties.
- 8.08** If a grievance is not settled in STEP 1 it may be taken to Arbitration as provided for in **Article 9 – Mediation/Arbitration**.
- 8.09** In the case of an Employer grievance, the grievance procedure outlined above shall be mirrored, with the roles of the grieving and responding party appropriately modified.

ARTICLE 9 – Mediation/Arbitration

- 9.01** If a grievance is not settled in STEP 1, it may be taken to Mediation or Arbitration. Arbitration may be held either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by a Representative of CUPE 1281 and given to the YUSA President, no later than fifteen (15) working days following receipt of YUSA's written reply as required in STEP 1.
- 9.02** The matter shall proceed to a mutually agreed upon mediator or arbitrator and the written notice shall include the suggested name(s) of the mediator(s) or arbitrator(s), the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought.
- YUSA shall confirm its agreement with CUPE 1281's suggested name(s), or in the absence of such agreement shall provide the name(s) of suggested mediator(s) or arbitrator(s) to CUPE 1281. In either case, YUSA shall reply in writing no later than ten (10) working days following receipt of CUPE 1281's written notice.
- 9.03** CUPE 1281 and YUSA agree to undertake a mediation process to assist in resolving differences or disputes arising between the parties to this agreement based upon the following understanding:
- (a) Mediation will normally be used prior to Arbitration, unless either party elects to proceed directly to Arbitration. While it is understood Mediation will normally be used prior to Arbitration, Mediation can be used at any stage of the grievance process.
 - (b) The costs of the mediation shall be borne equally by YUSA and CUPE 1281.
 - (c) Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed by the parties.

(d) If a mutually agreed upon resolution is not reached, the grievance will proceed to the next step in the grievance process.

- 9.04** If the matter is referred to arbitration, the arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the parties to this Agreement. The arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.
- 9.05** Employees attending settlement meetings held by mutual agreement prior to arbitration hearings shall receive their normal salary. Each party shall bear the expenses of its representatives, participants and witnesses and for the preparation and presentation of its own case for arbitration. The fees and expenses of the arbitrator shall be borne equally by the parties.
- 9.06** Arbitrations shall be conducted in accordance with the Labour Relations Act, 1995 and the terms of the Collective Agreement.

ARTICLE 10 - Seniority

- 10.01** (a) 'Seniority' shall mean an employee's length of service, calculated from the most recent date of appointment into the bargaining unit.
- (b) Notwithstanding the above, upon completion of a temporary assignment, temporary Employees shall be able to use their accrued seniority for the following four (4) calendar months for the purpose of eligibility under **Article 12 - Job Posting**. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority reinstated after completion of the probationary period. The salary of such Employees shall be consistent with the terms of **Article 30.03**.
- 10.02** Unless the parties agree, in writing, to an extension of the probationary period, all Employees shall be considered probationary Employees for a period of up to six calendar months following the date of appointment. The termination of a probationary employee during this period shall be at the discretion of YUSA based on reasonable standards of performance and suitability. The employee shall receive appropriate job instruction during the probationary period. Where practicable, Employees will have their progress discussed with them during this period and a Shop Steward shall be present at such a meeting.
- 10.03** YUSA shall provide Employees and CUPE 1281, no less than once every year, with an up-to-date seniority list which shall contain the name, gender, seniority, salary rate, address and position title of each bargaining unit member.

ARTICLE 11 - Discipline and Discharge

- 11.01** An employee shall be accompanied by an authorized representative of the Union, who shall be provided notice of the meeting date in writing no less than two (2) working days prior to the occasion of a meeting with no more than two representatives of YUSA, unless otherwise agreed to by the parties, where disciplinary action is to be discussed or where a probationary employee is to be terminated. It is understood that the Employer reserves the right, in extreme circumstances, to suspend an Employee with pay for just cause immediately until the disciplinary meeting is convened.
- 11.02** YUSA shall send a letter to the Union in writing as per **Article 7.08** confirming any action

arising from the meeting no later than ten (10) working days following the meeting. This letter shall clearly outline the reasons for the action taken and shall form the basis for YUSA's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to CUPE 1281 office and placed in the Employee File.

- 11.03**
- a) If twelve (12) months elapse without further similar or related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee File.
 - b) If fifteen (15) months elapse without further similar or related incidents, this letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
 - c) Employees on a leave of absence, excluding **Pregnancy, Parental, and Adoption Leave (Article 24)**, of greater than ten (10) consecutive working days shall have their discipline timeline as per **Article 11.03(a) and (b)** frozen until return from such leave. For clarity, an employee's discipline timeline shall not be frozen during a period of vacation.
- 11.04** A grievance concerning a discharge or suspension without pay may be submitted directly at STEP 1 no later than five (5) working days following receipt of the letter provided for under 11.02 above.

ARTICLE 12 - Job Posting

- 12.01** If YUSA elects to fill a bargaining unit position, YUSA shall endeavour to fill such positions without unreasonable delay. In the event that the selection process is not completed within thirty (30) working days YUSA shall advise CUPE 1281 and any affected bargaining unit applicants of the status of the selection process and the reason for the delay. Bargaining unit members shall have priority for all bargaining unit positions provided they submit applications in a timely manner.
- 12.02** Bargaining unit positions of at least three (3) months' duration shall be posted as follows:
- (a) The position, including a description of the duties and responsibilities, shall be posted on YUSA's premises, with a copy sent to CUPE 1281, indicating the hours of work, job title, qualifications, salary range and deadline date for applications. The posted qualifications shall clearly reflect the requirements of the position. Any employee may apply for any job so posted.
 - (b) Applications submitted by bargaining unit members no later than five (5) working days following the posting shall be considered as internal applications, and such applicants shall have priority over other applicants. Only where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability shall seniority determine the selection.
 - (c) If no qualified internal applicant is appointed, and where a training period of ten (10) working days or less would allow an unqualified internal applicant to meet the posted qualifications, such training shall be provided at YUSA's expense and shall constitute part of the trial period provided for under **Article 13.04**. If there is more than one such applicant, seniority shall determine the selection.
 - (d) YUSA will not hire an external applicant who does not meet the posted qualifications. In the event an external applicant is hired, CUPE 1281 shall be

notified, by electronic mail or in writing, no later than five (5) working days following the decision being made. Upon written request, submitted no later than ten (10) working days following receipt of the notification of the appointment, CUPE 1281 shall be provided with information concerning the qualifications of the external applicant selected.

- (e) YUSA shall notify CUPE 1281 and the affected Employees, in writing, of its decision(s) to fill a position (including the name of the applicant selected), re-post a position, discontinue attempts to fill a position, or elect not to fill a position within five (5) working days of the decision being made. Reasons will be provided for the latter two cases.
- (f) If the position cannot be filled under the terms of (b) and (c) above, YUSA may re-post the position or extend the search.

12.03 A grievance concerning a hiring decision may be submitted by CUPE 1281 on behalf of the employee directly at STEP 1 no later than ten (10) working days following the employee's receipt of the notification provided for in **12.02(e)**.

ARTICLE 13 - Transfers and Promotions

13.01 No employee shall be required to accept a transfer or promotion out of the bargaining unit without that employee's consent.

13.02 An employee who has accepted a transfer or promotion out of the bargaining unit but remains in the employ of YUSA may return to the bargaining unit without penalty within thirty (30) working days under the provisions of **Article 13.04**.

- 13.03** (a) If an employee is temporarily assigned additional or alternative duties for a minimum of one (1) week duration, whenever possible, a description shall first be prepared by YUSA President and initialed by the employee, of the additional or alternative duties.
- (b) If an employee is required to perform the majority of duties of a higher paid position for a minimum of one (1) week, the employee shall be compensated at the Job Rate of that position for the duration of the assignment.
- (c) Where practical, such temporary assignments shall normally be first offered to the basis of relevant experience and seniority.
- (d) It is understood that such assignments shall not be used to delay unnecessarily the posting of positions or in lieu of creating bargaining unit positions.
- (e) A temporary assignment of additional or alternative duties shall not exceed eighteen (18) consecutive months.

13.04 When transferred or promoted to a new job, the employee shall have a trial period of thirty working days unless otherwise agreed to, in writing, by the parties. The employee shall receive appropriate job instruction during the trial period. If the employee finds the job unsatisfactory, or is unable to meet the job requirements in a manner satisfactory to YUSA, the employee shall be returned to the former position, if it exists. However, where practicable, the matter will have been discussed prior to the employee deciding to return. If the employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with YUSA President and the employee accompanied by a Shop

Steward prior to the decision being reached.

When an employee returns or is returned to the former position, the salary shall revert to that held immediately prior to the transfer or promotion. CUPE 1281 shall be notified of any employee returning under this clause. If the former position does not exist, the employee may use priority placement or bumping to obtain a position, or may elect severance or layoff, under the terms of **Article 15**. The notice provisions of **Article 15** shall not apply in this case. It is understood that these options shall be implemented in accordance with the salary/classification level of the employee's former position. If the former position was Temporary and no longer exists, the provisions of **Article 10.01(b)** shall apply.

13.05 Any employee accepting a lateral transfer or a promotion shall not suffer any loss of salary as a result of such move.

13.06 An employee who accepts an appointment to a temporary position shall not suffer a reduction in eligibility for benefits as a result of such move.

ARTICLE 14 - Job Evaluation

14.01 YUSA shall maintain Job Evaluation Questionnaires and related job information for all jobs in the bargaining unit.

14.02 EVALUATION OF NEW OR VACANT REVISED POSITIONS

When YUSA creates a new position or revises an existing vacant position the following processes shall be followed:

- (a) The President of YUSA shall complete a Job Summary, a Job Evaluation questionnaire and provide an up-to-date organizational chart, which shall be forwarded to the 1st Vice-President of YUSA who will arrange for the rating of the questionnaire. The rating shall be performed by the Employer and the results will be forwarded to CUPE 1281.

14.03 JOB EVALUATION OF EXISTING POSITIONS

- (a) The Rating Committee shall consist of two (2) members of the YUSA Job Evaluation Committee. Members shall be selected one (1) by the incumbent(s) and one (1) by the Employer.
- (b) Members of the Rating Committee shall be expected to declare any conflicts of interest.
- (c) All information considered by the Rating Committee is confidential.

14.04 RE-EVALUATION OF EXISTING POSITIONS

- (a) If the President of YUSA and the incumbent agree there has been significant change, the incumbent will be provided a job evaluation questionnaire within five (5) working days of the request.

If the President of YUSA and the incumbent do not agree that there has been significant change, then the following process will be followed:

The President of YUSA or the incumbent may request a re-evaluation of an existing position based upon significant change by requesting a Statement of

Significant Change Form in writing to the 1st Vice-President of YUSA.

(Significant change is defined as occurring when the employer adds, removes or otherwise alters the responsibilities of a position on an ongoing basis and there is a demonstrated change in the skill, or effort, or responsibility or working conditions required to perform the new or altered duties).

Procedure for Requesting a Statement of Significant Change Form

- (b) To initiate the process for determining if significant change has occurred in a position, the incumbent(s), the designated manager or CUPE 1281 may request a Statement of Significant Change Form from the 1st Vice-President who shall issue the Form within five (5) working days.

Procedure for Completing and Submitting a Statement of Significant Change Form

- (c) If either the incumbent or the designated manager completes the Statement of Significant Change Form, it shall be forwarded to the 1st Vice President within one (1) month of the issue date. Upon receipt of the Statement of Significant Change Form the 1st Vice-President shall provide the original completed Form to the other Party (either the incumbent(s) or the designated manager) within five (5) working days.

The recipient (the designated manager or incumbent) shall complete the relevant section(s) and return the original form to the 1st Vice-President within fifteen (15) working days of the issue date. A copy of the original completed Statement of Significant Change Form shall be sent to the initiator.

The completed Statement of Significant Change Form shall be reviewed by the Rating Committee (14.03 (a)) to determine whether significant change has occurred.

Process for Evaluating a Statement of Significant Change Form

- (d) Information provided to the Rating Committee shall include the completed Statement of Significant Change Form and the most recent: Job Evaluation Questionnaire, evaluation results, organizational chart on file and the Job Summary completed at the time of the last evaluation, if available. Such documentation, including the most recent Job Evaluation Questionnaire, will be provided to Committee members a minimum of seven (7) days prior to the date the Form will be considered by the Committee.
 - i) If the Rating Committee determines that no significant change has occurred to the position, the incumbent and the YUSA President shall be notified within ten (10) working days.
 - ii) The Rating Committee's decision cannot be appealed.
 - iii) The new maximum retroactive date shall become the day after the 1st Vice-President received the Statement of Significant Change Form.
 - iv) If the Rating Committee determines that significant change has occurred, then a Job Evaluation Questionnaire shall be forwarded by the 1st Vice-President to the incumbent within five (5) working days.

- v) The incumbent and the YUSA President shall determine the effective date that the position changed, with a maximum retroactive date of no more than eighteen (18) months from the date that the Statement of Significant Change Form was requested from the 1st Vice-President. If there is a disagreement as to when the position changed, it shall be referred to a Labour/Management meeting for resolution.

Procedure for Completing a Job Evaluation Questionnaire

- (e) A blank questionnaire will be given to the incumbent and shall be completed within two (2) months from the date the questionnaire was received. If the questionnaire is not completed and returned to the 1st Vice-President of YUSA within two (2) months, the previous rating will be confirmed as the rating of the position.

YUSA will notify CUPE 1281 within fourteen (14) working days of receipt of all re-evaluation requests. Such notification shall include the name of the incumbent, the name of the YUSA President, the current band level and salary of the incumbent if different from the Job Rate, and the date the request was received by the 1st Vice-President of YUSA.

The President of YUSA and the incumbent may jointly complete a questionnaire, sign, date and submit to the 1st Vice-President YUSA.

- (f) If the questionnaire is not jointly completed, then the re-evaluation procedure shall be as follows:
 - i. The incumbent shall complete all relevant areas of the questionnaire which shall then be submitted to the 1st Vice-President.
 - ii. The 1st Vice-President shall send a copy of the incumbent's questionnaire to the President of YUSA no later than five (5) working days following the receipt of the questionnaire.
 - iii. The President shall complete the manager's comments section of the questionnaire and shall return it to the 1st Vice-President no later than fifteen (15) working days following receipt. Otherwise it shall be deemed that the President has no comments and the incumbent shall be so notified.
 - iv. A copy of the President's comments, if any, shall be sent to the incumbent by the 1st Vice-President no later than five (5) working days following its receipt.
 - v. The incumbent shall complete the incumbent's comments section of the questionnaire and return it no later than fifteen (15) working days following receipt. Otherwise, it shall be deemed that the incumbent has no comments and the President shall be so notified.
 - vi. Upon completion of above steps, as appropriate, the questionnaire shall be considered ready for rating by a committee. The President shall receive a copy of the returned incumbent's comments, if any, at the time of scheduling the rating.

Evaluation of Job Evaluation Questionnaires

- (g) Information provided to the rating committee shall include: the complete questionnaire with manager's and incumbent's comments, if applicable, job history, organizational charts and job summaries. In the event that, while rating the

position, the rating committee determines additional information is required, the two (2) person committee shall interview both the President and the Incumbent.

- (h) The rating committee must reach consensus on the rating of a job. In the event that the rating committee does not reach consensus on the evaluation of an existing position, the YUSA President, the 1st Vice-President and the incumbent shall be so informed within five (5) working days. The Job Evaluation Questionnaire and related job information shall be evaluated by a second rating committee, which shall be selected in accordance with **Article 14.03** and which shall not include members of the original rating committee.
- (i) In the event that the second rating committee does not reach consensus, YUSA and the incumbent(s) shall meet to discuss the outstanding issues. YUSA agrees that the incumbent(s) may have a Shop Steward present at this meeting.

14.05 NOTIFICATION OF RESULTS

- (a) YUSA 1st Vice President shall prepare an Evaluation Report and shall simultaneously notify the incumbent and YUSA's president in writing of the results of the rating meeting no later than ten (10) working days after the Rating Committee has reached its decision. Such notification shall include individual factor levels assigned; total points; salary level; effective date, if applicable; and the job title.
- (b) Following completion of the evaluation process, the Employer shall prepare a job summary within six (6) months identifying the major duties, responsibilities and requirements of the position.
- (c) A copy of the revised Job Summary shall be given to the incumbent at a meeting held pursuant to **Article 7.06 (b)** and a copy forwarded to CUPE 1281 as per **Article 7.08**.

14.06 APPEALS PROCESS

- (a) The incumbent(s) or the President of YUSA, can appeal Rating Committee decisions for existing positions.
- (b) The Appeals Committee shall consist of two (2) members of the YUSA Job Evaluation Committee. Members shall be selected, one (1) by the incumbent and one (1) by the Employer. The Appeals Committee cannot consist of members from the Rating Committee.
- (c) Members of the Appeals Committee shall be expected to declare any conflicts of interest.
- (d) All information considered by the Appeals Committee is confidential.
- (e) Appeals may be filed based on the following criteria:
 - i. The evaluation results are not consistent with the benchmarks, or
 - ii. Extenuating circumstances, or,
 - iii. A violation of Article 14 of the Collective Agreement.

- (f) If an incumbent and/or the President of YUSA decides to appeal a Rating Committee's decision, their intent to appeal must be submitted by e-mail or written notification to the 1st Vice-President of YUSA within ten (10) working days of receipt of the Evaluation Report.
- (g) The incumbent and the President of YUSA shall each prepare a written rationale. The rationale shall be based only on the Job Evaluation Questionnaire and related information submitted to the Rating Committee and shall identify criteria for appeal, the evaluation factor level(s) the Party(s) is appealing/responding to, and the recommended evaluation factor level(s) with supporting justification.
- (h) An Appeals Committee shall consider an appeal of an evaluation decision made by a Rating Committee based on the following process:
 - (i) The Appeals Committee shall have access to: all information provided to the Rating Committee; all documentation prepared by the Rating Committee and written appeal rationale documentation.
 - (ii) Based on information provided, the Appeals Committee shall determine if there are sufficient grounds to assign a different level to the appealed factor(s), or confirm the factor level(s) assigned by the Rating Committee. If the Appeals Committee determines clarification of submitted information is required, the Committee shall interview the incumbent and the President of YUSA.
 - (iii) The Appeals Committee shall have the right to override any evaluation factor established by the Rating Committee.
 - (iv) The Appeals Committee's decision shall be made by consensus and shall be final and binding. When consensus is not reached, then YUSA and the incumbents shall meet to discuss the outstanding appeal.

14.07 COMPENSATION ADJUSTMENT

- (a) If the re-evaluation of an existing position results in an increase in band level and the Job Evaluation Committee decision is not appealed, the appropriate increase in salary level shall be at the Job Rate and shall be retroactive to the date established for significant change on the Statement of Significant Change Form.
- (b) If an evaluation decision is appealed, then any change in band level and retroactive pay shall not be finalized until the Appeals Committee has reached a binding decision.
- (c) Any resulting increase in band level and any retroactive payment(s) shall be paid to the incumbent(s) within three (3) monthly pay periods of the re-evaluation decision subject to **Articles 14.07(a)** and **14.07(b)**.
- (d) If the re-evaluation or appeal of an existing position results in a decrease in band level, the incumbent shall not suffer a loss of salary as a direct result.

ARTICLE 15 - Layoff and Recall

SECTION A: GENERAL

- 15.01** (a) YUSA agrees to observe the seniority of Employees in connection with layoff and recall.
- (b) No Employees shall have their regular workload increased beyond a reasonable level as a direct result of layoff or attrition.
- (c) A grievance concerning a layoff may be submitted directly at STEP 1 within ten (10) working days after receipt of notice as per **Article 15.03**

15.02 Change of Status

If the employment category (as per **Article 31**) of a position changes, YUSA shall notify the affected employee, in writing, with a copy to CUPE 1281. CUPE 1281 and YUSA shall meet with the affected employee within five (5) working days of the employee's receipt of such notice to discuss with the employee the following available options:

- (a) the employee may accept the altered position, or;
- (b) the employee may decline the altered position, in which case the terms of this Article shall apply.

SECTION B: NOTICE PERIOD

- 15.03** In the event of a layoff, YUSA shall give employee(s) with six (6) or more years seniority, as defined in **Article 10.01**, at the date the employee's position becomes redundant, written Advisory Notice as follows:
- (i) An employee with six (6), seven (7), or eight (8) years of seniority will receive six (6) months notice;
- (ii) An employee with nine (9) or more years of seniority will receive twelve (12) months notice.

For clarity, an employee with less than six (6) years of seniority will be given formal written notice of at least four (4) weeks or such longer notice as specified in the Employment Standards Act.

Concurrently, a copy of such notice shall be sent to CUPE 1281. CUPE 1281 and YUSA shall meet with the affected employee(s) for a general information meeting no later than five (5) working days following the employee(s) receipt of such notice.

- 15.04** Employees affected by layoff shall normally continue to work during the Notice period. However, in any event, the employee will continue to receive their former normal salary and benefits until the Notice period ends, including cases where priority placement is accepted into a position at a lower pay rate.
- 15.05** An employee who requires a reasonable amount of retraining or skills-updating in order to qualify for a vacancy during that employee's Notice period shall be eligible for such training.

The training required will be determined by YUSA after discussion with the employee, who may be accompanied by a CUPE 1281 representative during such discussion. This discussion will occur during the employee's Notice period, and shall be held during normal working hours, when possible. An employee shall be given time off with pay to attend such a training session(s).

- 15.06** During the Notice period, an employee may apply for any position that is posted by YUSA.
- 15.07** Employees who receive notice of job closure may have priority over other applicants for vacation position(s).

SECTION C: Entitlement- Layoff Due to Job Closure

- 15.08** Upon receipt of advisory notice of a job closure, the affected Employee will choose one (1) of the following options:

- (i) Enhanced Severance (**15.09**)
- (ii) Priority Placement (**15.10**)

15.09 Enhanced Severance

If the option of enhanced severance pay is chosen:

Employees who have completed up to one (1) years service shall receive one (1) months' salary including the benefit as outlined in **29.03**.

Employees who have completed more than one (1), but less than four (4) year's service shall receive an amount equal to the total of two (2) months' salary including the benefit as outlined in **29.03**.

Employees who have completed more than four (4) years' service shall receive severance at a rate of two (2) weeks' pay, at the Employee's regular rate of pay, for each completed year of service to fifteen (15) years, and at the rate of three (3) weeks' pay for each additional completed year of service over fifteen (15) to a total maximum of sixty (60) weeks including the benefit as outlined in **29.03**, for each completed year worked.

A partial year of service will be prorated at the appropriate rate by completed months.

The employment relationship of an Employee who elects to accept enhanced severance will be terminated immediately.

Also included in the severance monies will be any outstanding vacation credits paid out at the regular hourly rate of pay. Any outstanding overtime which is paid on the lieu-time basis shall be paid out at the rate of one and one-half times the number of hours worked. All these monies shall be less any statutory deductions.

15.10 Priority Placement

- (a) The Employee will select a range of bands for placement. The Employee's skills will be assessed by the Employer and will complete testing where required. Once this assessment process is completed the priority placement process will commence and the candidate will be interviewed by the Employer. For clarity, the range of bands includes the Employee's current band or their current band downwards.
- (b) The job posting procedures, as outlined in **Article 12 – Job Posting**, will be suspended for those positions at the applicable bands, and in the same employment category, as

defined in **Article 31 - Definitions** / Employment Categories during the priority placement process.

- (c) For the purpose of priority placement, an Employee will be considered qualified where a training period of forty-five (45) working days would allow the individual to meet the posted qualifications of the position. The Employee will have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the Parties. When an Employee requires training, the trial period will immediately follow the training period.

Once the Employer identifies a potential placement, the President or designate will be involved in all further assessments contemplated in this paragraph, including the initial assessment of whether the Employee would likely be qualified following the training period having regard for any transferable skills. Where an Employee is to commence such training, a training plan will be provided by the Manager. Where the Employee is considered by the President or designate to be unqualified for the training period or is unsuccessful in the training or trial period, reasons will be provided upon request.

- (d) An Employee who has refused either an interview or a job offer will choose regular severance (**Article 15.11**) or layoff status (**Article 15.12**).
- (e) If the Employee does not successfully complete the trial period, the Employee will choose regular severance (**Article 15.11**) or layoff status (**Article 15.12**).

15.11 Regular severance will be paid at the rate of one (1) 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 over fifteen (15) to a total maximum of twenty-six (26) weeks.

- (a) A partial year of service will be prorated at the appropriate rate by completed months.
- (b) Regular severance pay will be in addition to any monies paid under **Article 15.03**.
- (c) The employment relationship of an Employee who elects to accept severance pay will be terminated effective the date of receipt of such monies.

15.12 **Layoff**

For a period of twelve (12) months following the commencement of layoff, YUSA will send a notice of posting for any positions to the employee's personal email address. Employees on layoff shall be considered internal applicants for any such positions. It will be the responsibility of the employee to notify YUSA should the employee wish to be considered as an applicant in accordance with **Article 12** for a position posted.

15.13 Seniority shall continue to accrue during the layoff period. Employees affected by layoff shall not lose their employment relationship during the layoff period if they elect to take temporary positions with YUSA during the layoff period. If an employee elects to take such a position, the employee shall be entitled to the provisions of **10.01(b)** for any portion of the three (3) calendar months which exceeds the employee's layoff period.

15.14 The employment relationship of any employee who has been laid off for a period of twelve (12) consecutive months, shall be terminated.

15.15 For a period of twelve (12) months following the commencement of layoff, an Employee may continue to participate in the Employee Benefits plans, subject to the provisions of the plans. For the first three months of layoff the employee may continue to pay the

employee's regular portions, if any, of the applicable premiums to YUSA, in advance, monthly, and YUSA will continue to pay its regular portions. For the balance of the layoff, not to exceed nine months, the employee may continue to participate in the plans by paying the total cost of the applicable premiums to YUSA, in advance, monthly.

SECTION D: RECALL

- 15.16** For a twelve (12) month period following the termination of the Notice period the employee shall be recalled if:
- a) the position from which the employee had been laid off is re-activated, or:
 - b) the position from which the employee had been bumped becomes vacant.
- 15.17** Notice of recall shall be made by registered mail to the last address of the employee known to YUSA. A copy shall concurrently be sent to CUPE 1281. It shall be the responsibility of Employees to keep CUPE 1281 informed of their current addresses.
- 15.18** The employment relationship of an employee failing to notify YUSA of their intention to return to work following a layoff within ten working days of the date on a registered recall letter mailed to their last address as set out in YUSA's records, shall be terminated unless the employee has a satisfactory reason for failing to respond.
- 15.19** The employment relationship of an employee who, having notified YUSA of their intention to return to work as provided for in this Article, fail to return to work within three (3) working days of their scheduled return, shall be terminated unless the employee has a satisfactory reason for failing to respond.

ARTICLE 16 - Technological Change

- 16.01** The parties recognize the concerns that Employees may have regarding the impact of technological change upon terms and conditions of employment. To help in alleviating these concerns YUSA agrees with the involvement of Employees in decisions affecting these conditions and will include Union representation on committees established to address such matters.
- 16.02** For the purpose of this Article, technological change shall mean the introduction of new equipment or material or a change in the manner in which YUSA carries on its operations that is related to the introduction of that equipment or process, the effect of which would be to affect the working conditions and terms of employment of any employee.
- 16.03** In the event YUSA decides on the introduction of technological change it shall notify affected Employees and CUPE 1281, in writing, as far as possible in advance and shall update that information as new developments arise. If this information is available, notification will be given at least three (3) months before such introduction.
- 16.04** This written notice shall provide such relevant information as is available to YUSA at the time of notification. It shall contain pertinent data including: the nature of the change; the date on which YUSA intends to effect the change; the number of Employees likely to be affected by the change and the effects the change may be expected to have on the working conditions and terms of employment of such Employees.
- 16.05** Within thirty (30) days of the date of the written notice period provided for in **16.03**, CUPE 1281 and YUSA shall meet to identify problems arising from this intended change and to discuss possible solutions.

- 16.06** Any employee affected by such technological change shall, during normal working hours and at YUSA's expense, be given the opportunity for a reasonable amount of retraining to equip that employee for the operation of the new equipment or procedure in a position at the same salary level if such position is available.
- 16.07** YUSA recognizes that the introduction of a change in software may result in a period of adjustment during which time the affected employee(s) will require familiarization with or training in the changed software and shall therefore provide appropriate training or familiarization as required.

ARTICLE 17 - Training

- 17.01** The parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be understood as an ongoing means of enabling Employees to maximize their talents and abilities.
- Employees who wish to attend courses related to their employment and offered during working hours must have the approval of YUSA President or designate. Operating requirements and cost shall be the major considerations in granting or rejecting such approval, which shall not be unreasonably withheld.
- 17.02** YUSA agrees to make reasonable efforts to provide training opportunities for its Employees which are comparable to those currently available to YUSA members under the Joint Training Programme.

ARTICLE 18 - Health and Safety

- 18.01** YUSA shall make adequate provisions for the occupational health and safety of Employees and shall make reasonable efforts to comply with the current Ontario Occupational Health and Safety Act, given that York University has effective control over many aspects of the physical environment of the workplace location.
- 18.02** CUPE 1281 shall participate in the design and evaluation of training programmes to increase the awareness of Health and Safety.
- 18.03** YUSA recognizes that Employees working directly with VDTs are concerned about those working conditions particular to these operations that include the layout and design of suitable furniture and equipment and YUSA will work towards meeting these concerns. YUSA therefore agrees that all employee workstations will comply with reasonable standards for ergonomics.
- 18.04** At the employee's written request to CUPE 1281, the parties agree to meet without delay with a pregnant or nursing employee with a view to resolving her concerns relating to her health and safety at work which may also include working with a VDT. It is also agreed that, if she so requests, she will be removed from the situation in which she feels at risk - in which case she will be assigned other duties - until the meeting has been held. YUSA shall make every reasonable effort to resolve those concerns. However, if her concerns are not then resolved to her satisfaction she shall, upon her written request, be granted a leave of absence without pay.

ARTICLE 19 - Sick Leave

- 19.01** Employees shall accrue a sick leave credit of one and one half (1 1/2) days at the end of each calendar month of employment, starting from the appointment date, except for those months in which they are absent in excess of fifteen (15) normal working days other than on approved paid leave (excluding sick leave). Unused sick leave credits shall accumulate from year to year.
- 19.02** Employees are eligible for sick leave if they are prevented, by personal sickness or injury for which Workplace Safety and Insurance Board compensation is not payable, from performing their normal duties. Employees are also eligible for sick leave when prevented from attendance at work in order to attend a sick child, spouse/partner, parent, current ward, legal guardian, parent-in-law, brother or sister who is dependent upon the employee for health care. Employees may use sick leave to attend a medical appointment and shall, whenever possible, notify YUSA President or designate three (3) working days prior to the appointment. The requirements for medical proof outlined in **Article 19.03** below shall apply.
- 19.03** To qualify for sick leave with pay:
- (a)
 - (i) Employees must have sufficient sick leave credits, including the current month's credits;
 - (ii) Employees must have contacted their supervisor prior to the start of the first shift missed, if possible, otherwise within one (1) hour of the start of the first shift, if possible;
 - (iii) In the case of an absence exceeding five (5) consecutive working days, Employees must keep their supervisor informed at least weekly of their anticipated date of return;
 - (b) When requested to do so, Employees must provide a Certificate signed by a legally qualified medical practitioner. Normally, such proof will be required following an absence of five (5) or more consecutive working days.
 - (c) If a medical certificate is requested, the Employee shall, whenever possible, be notified of this request prior to the employee's anticipated return to work.

Failure to comply with any one (1) or more of the above may result in denial of sick leave with pay.
 - (d) When YUSA requests a second written medical opinion, the cost, if any, of such opinion will be borne by YUSA.
- 19.04**
 - (a) An employee must provide a medical note signed by a legally qualified medical practitioner, when absent due to illness for ten (10) or more consecutive working days.
 - (b) If a medical note is requested, the Employee, shall, whenever possible, be notified of this request prior to the employee's anticipated return to work.
- 19.05** Employees absent due to a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, shall continue to be paid their normal day's pay through YUSA's Payroll until their accumulated sick leave credits are exhausted. When the employee receives payments from the Workplace Safety and Insurance Act, the employee

shall reimburse YUSA the appropriate amount. When able to return to work, Employees shall notify YUSA of their intention to do so one (1) week in advance and shall also provide proof acceptable to YUSA in the form of a medical note signed by a legally qualified medical practitioner, of their fitness to perform their regular duties.

- 19.06** Sick leave with pay shall not be granted to Employees in respect of a period during which they are absent on a pre-arranged leave of absence without pay, or on layoff.
- 19.07** Seniority shall accrue for the entire sick leave.
- 19.08**
- (a) Employees returning from sick leave including a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, that has not exceeded twenty-four (24) consecutive months from the first day of absence shall be re-instated in their former position unless the provisions of **Article 19.10** apply.
 - (b) When able to return to work, Employees shall notify YUSA of their intention to do so at least one (1) week in advance and shall also provide a medical note, if requested, signed by a legally qualified medical practitioner, upon their return. If such certificate is requested, the Employee will be notified of this request prior to the employee's anticipated return to work.
 - (c) In the event the previous position has been closed, the Employee, upon provision of a medical note signed by a legally qualified practitioner, shall be eligible to exercise their rights under **Article 15 - Layoff and Recall**.
- 19.09**
- (a) Employees returning from a sick leave, including a compensable accident or illness within the meaning of the Workplace Safety and Insurance Act, exceeding twenty-four (24) consecutive months from the first day of absence shall provide YUSA with a medical note, signed by a legally qualified medical practitioner.
 - (b)
 - (i) Upon provision of this medical note, Employees may use their seniority for a maximum period of twelve (12) months to obtain a position as provided for in **Article 12 - Job Posting** unless the provisions of **Article 19.10** apply.
 - (ii) Provided that Employees make every reasonable effort to obtain bargaining unit employment, Employees may continue to participate in the Employee Benefit Plans (**Article 29.01 - Employee Benefits**) during this twelve (12) month period. Such Employees will pay both the Employee portion and YUSA portion of the applicable premiums in advance, monthly, to YUSA for any full month in which they do not work, subject to the provisions of the Plans.
- 19.10** Temporary Employees who are on sick leave and who are unable to return to work prior to the anticipated termination date of their position, shall be eligible to apply for bargaining unit positions under the provisions of **10.01 (b)** after they have notified YUSA that they are fit to resume work. If such Employees have been absent for one (1) week or more, YUSA may request an acceptable certificate of fitness to return to work, signed by a legally qualified medical practitioner.
- 19.11** Employees who are absent in excess of three (3) calendar months on unpaid sick leave for which Workplace Safety and Insurance is not payable and/or who have either not applied for Long Term Disability or whose Long Term Disability application has been denied, may continue to participate in the Employee Benefit Plans (**Article 29.01 - Employee Benefit Plans**). Such Employees will pay both the Employee portion and YUSA portion of the applicable premiums in advance, monthly, to YUSA for any full month in which they do not work, subject to the provision of the Plans for the duration of the unpaid sick leave to a maximum of twenty-one (21) months.

- 19.12** In the event that Employees have exhausted their sick leave credits, Employees may use vacation or personal leave as replacement.
- 19.13** Bereavement leave shall be substituted for sick leave when Employees are bereaved in circumstances, as defined in **Article 22 - Bereavement Leave**, during sick leave.
- 19.14** Employees requiring workplace accommodation shall be accommodated according to the terms of the Human Rights Code.

ARTICLE 20 - Leave of Absence Without Pay

20.01 An employee wishing to apply for leave of absence without pay shall submit a written request to YUSA President stating the purpose and duration of the leave at least four (4) weeks before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Operating requirements shall be the major consideration in granting/rejecting such leave, which shall not however be unreasonably withheld. A written reply will be given within five (5) working days following receipt of the request.

20.02 Notwithstanding the above, a request for a leave of absence without pay of up to twelve (12) months for the purpose of attending to unforeseen care of a dependent child, parent, spouse/same sex partner shall not be unreasonably denied. Employees shall give as much notice as possible. Employees shall request such leave in writing to YUSA President, with a copy to CUPE 1281. This request shall include the reasons for the leave and the anticipated duration of the leave. The parties agree that such leave shall be deemed to have commenced upon submission of such written request. YUSA President shall reply in writing, with a copy to CUPE 1281, no later than three (3) working days following receipt of the written request. A grievance regarding the denial of such leave may be submitted directly at STEP 1 no later than five working days following receipt of the reply.

Every reasonable effort shall be made to hold a STEP 1 meeting no later than ten (10) working days following receipt of the grievance and the parties agree that the leave of absence shall continue pending the final outcome of the grievance.

20.03 If a leave of absence does not exceed three (3) months an employee shall continue to accrue seniority. YUSA and the employee shall continue to pay their regular portions of the premiums for the Employee Benefit Plans. On return to work, Employees shall be reinstated in their former position.

- 20.04** (a) 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 by paying the total cost of applicable premiums to YUSA, in advance, monthly, for any full month in which they do not work, subject to the provisions of the Plans, for a period not to exceed nine months. Employees shall, upon providing written confirmation of their availability to work, be reinstated in their former position upon termination of a leave up to twelve (12) months.
- (b) If the leave of absence exceeds twelve (12) months, the Employee may continue to participate in the Employee Benefits Plan (**Article 29**) by paying the Employee and YUSA portion of applicable premiums to YUSA, in advance, monthly, for any full month in which they do not work, subject to the provisions of the Plans. Employees may use their seniority to obtain a position as provided for in **Article 12 - Job Posting**, for a maximum period of three (3) months after termination of leave which

exceeds twelve (12) months.

- 20.05** An employee who elects to return from a leave of absence not exceeding twelve (12) months, prior to the original date of return, shall notify YUSA President , in writing, at least four (4) weeks in advance, giving the revised date of return.
- 20.06** An Employee who elects not to return from a leave of absence without pay shall endeavour to inform YUSA as soon as possible.

ARTICLE 21 - Personal Leave (Short-Term) with Pay

- 21.01** An employee shall be entitled to up to three (3) working days (pro-rated in accordance with hours worked), in an Anniversary Year (defined as the twelve (12) month period commencing from the employee's appointment date) to meet situations that cannot reasonably be scheduled outside normal working hours. Personal leave may be used in hourly allotments. Request for such leave must be made in writing and be submitted to the supervisor at least five (5) days in advance except in cases of emergency when such notice would not be possible. Employees shall not be required to provide the reason for such a request, provided they have given at least five (5) days' notice.
- 21.02** In approving the specific timing of such leave, operating requirements shall be the major consideration. Permission shall not be unreasonably withheld.
- 21.03** If an Employee has used their Personal Leave allotment for their anniversary year and an emergency arises where the Employee must immediately leave the workplace, the Employee may substitute either lieu time, vacation credits or a leave of absence without pay for Personal Leave.
- 21.04** Unused portions of this leave shall not accrue from year to year.

ARTICLE 22 - Bereavement Leave

- 22.01** (a) Bereavement Leave, without loss of normal salary up to a maximum of five (5) working days, shall be granted to an Employee at the time of death or funeral/memorial service/celebration of life of a parent, grandparent, grandchild, spouse/partner, brother, sister, child, current ward, or legal guardian.
- (b) Bereavement Leave, without loss of normal salary up to a maximum of three (3) working days, shall be granted to an Employee at the time of death or funeral/memorial service/celebration of life of a mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandparent-in-law or grand-child-in-law.
- (c) Bereavement Leave, without loss of normal salary up to a maximum of one (1) working day, shall be granted to an Employee at the time of death or funeral/memorial service of an aunt, aunt-in-law, uncle, uncle-in-law, niece, niece-in-law, nephew or nephew-in-law.
- (d) Bereavement Leave, without loss of normal salary up to a maximum of four (4) hours, shall be granted to an Employee at the time of death or funeral/memorial service of a co-worker, friend or any other family members not listed above.
- (e) If overnight travel beyond Toronto is necessary, up to five (5) days unpaid leave shall be granted. It is understood that working days will normally be regarded as

Monday to Friday and the provisions will be applied as consecutive working days, not as scheduled days of work for part-time regular Employees.

- 22.02** Vacation leave may be granted for up to five (5) days for the purposes of bereavement leave at the time of death of a significant family member, who is not listed in **Article 22.01**. Such requests shall not be unreasonably denied.
- 22.03** Vacation under the terms of **Article 28 – Annual Vacations** or additional leave of absence without pay under the terms of **Article 20 – Leave of Absence** without pay, contiguous to a bereavement, may be requested and authorized.
- 22.04** Should bereavement occur during an employee's vacation, **Article 28.08 - Annual Vacations** shall apply.
- 22.05** In the event that the circumstances of **Article 22.01** occur during the end of the year grant day(s) or a statutory holiday, bereavement leave shall commence once the grant days/statutory holiday have concluded. The Employee shall notify their supervisor prior to the start of the first working day if possible, or as soon as possible after the commencement of the first working day after the end of year grant days/statutory holiday has concluded.

ARTICLE 23 - Jury and Witness Duty Leave

- 23.01** Employees who have been summoned to be a juror, or witness, or surety by any body in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.
- 23.02** Employees who have complied with **23.01** shall be given leave of absence without loss of normal salary during such service, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court or by the counsel for the party who required their attendance.

ARTICLE 24 - Maternity, Parental, Adoption and Paternity Leave

PREGNANCY/MATERNITY LEAVE

- 24.01** (a) An Employee who is pregnant shall be entitled, upon her application, to a leave of absence of seventeen (17) weeks, or such shorter leave as she may request, commencing at any time during the seventeen (17) weeks immediately preceding the estimated birth date or on the date of birth, if earlier.
- (b) Pregnancy/maternity leave as used throughout this article is understood to mean the period of seventeen weeks referred to in 24.01 (a) above.
- 24.02** (a) An Employee who is entitled to, or has applied for, her pregnancy/maternity leave cannot be terminated or laid off, disciplined or suspended because she has requested or has taken such leave.
- (b) An Employee shall not receive notice of job closure during her pregnancy/maternity leave or during her parental leave if the parental leave was requested prior to the commencement of her pregnancy/maternity leave.
- (c) If an Employee commences pregnancy/maternity leave prior to the completion of her probationary period, the remaining portion of the probationary period will commence once the Employee returns from such leave.

- (d) An Employee who has received any advisory notice and who has provided her supervisor with a certificate from a legally qualified medical practitioner or midwife stating that she is pregnant, as specified in **Article 24.03**, will have the advisory notice period suspended during her pregnancy/maternity leave and during the parental leave, provided the parental leave was requested prior to the commencement of her pregnancy/maternity leave. Upon her return to work, the employee will work the remainder of the advisory notice period at her former position, if it exists, or alternate duties, or a comparable position.

- 24.03** (a) An employee shall give her supervisor at least four (4) weeks' notice, in writing, of the day on which she intends to commence her pregnancy/maternity leave, and the intended duration of such leave.

She shall provide her supervisor with a certificate signed by a legally qualified medical practitioner or midwife stating that she is pregnant and giving the estimated birth date.

- (b) An employee who wishes to immediately follow pregnancy/maternity leave with parental leave shall, whenever possible, request such leave, in writing, prior to the commencement of the pregnancy/maternity leave.

- 24.04** YUSA shall make every effort to accommodate a pregnant employee to perform the essential duties of her position. A pregnant employee experiencing difficulty performing the essential duties of her position may:

- commence sick leave;
- commence pregnancy/maternity leave earlier than originally scheduled

- 24.05** No employee shall be required to return to work following pregnancy/maternity 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.

In the event of a miscarriage, stillbirth, or death of the baby during pregnancy/maternity leave, the pregnancy/maternity leave shall end on the later of:

- seventeen (17) weeks after the pregnancy/maternity leave began, or
- six (6) weeks after the birth, still birth, or miscarriage.

- 24.06** (a) An Employee returning from pregnancy/maternity leave shall confirm her return date with her supervisor at least two (2) weeks in advance.
- (b) An Employee wishing to return early from a seventeen (17) week pregnancy/maternity leave, (excluding under the terms of **Article 24.04**) shall notify her supervisor, in writing, at least twenty (20) working days in advance, giving the revised date of return.
- (c) An Employee returning from pregnancy/maternity leave shall be reinstated to her former position at the current band level. If her former position no longer exists, she will be reinstated to a comparable position at the same band level.

- 24.07** For Employees who will have been employed by YUSA for a period of at least ten (10) months immediately preceding the estimated birth date and who produce a confirmation of approval of Employment Insurance benefits from Employment and Social Development

Canada upon their return to work;

- (a) YUSA will pay the employee for the first two (2) weeks of leave, i.e. Employment and Social Development Canada's unpaid waiting period - an amount equal to 95% of her normal earnings as soon as possible after the commencement of such leave.
- (b) Provided that the employee would not have been otherwise absent on any kind of prearranged leave, YUSA will supplement the benefit paid by Employment and Social Development Canada for fifteen (15) weeks so that the total from both sources will equal 95% of the employee's normal salary. This supplementary benefit will be paid during the course of the pregnancy/maternity leave.
- (c) YUSA agrees to maintain the current "Supplemental Employment Benefits Plan" made pursuant to the Employment Insurance regulations in regard to pregnancy/maternity, parental and adoption leave, and to make appropriate amendments in accordance with the Employment Standards Act, and to pay an employee the paid leave entitlement as provided in **Article 24**.

PARENTAL LEAVE

24.08 An employee who has been employed by YUSA for a period of at least thirteen (13) consecutive weeks shall be entitled to a leave of absence without pay of up to sixty-one (61) weeks for the birth mother, or sixty-three (63) 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.

24.09 (a) The parental leave of an employee who has taken pregnancy/maternity leave shall commence immediately upon the completion of her pregnancy/maternity 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 seventy-eight (78) weeks after the day the child came into the custody, care and control of a parent for the first time.

- (b) The parental leave of an employee who has not taken pregnancy/maternity leave shall commence no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

24.10 An employee shall request such leave, in writing, no later than twenty (20) working days prior to the commencement of such leave. Unless specified otherwise, it is assumed that the employee will be taking the full period of entitlement.

However it is understood that if an employee requires leave because a child comes into the employee's custody, care and control for the first time earlier than expected, the employee may immediately take leave and the employee shall give YUSA written notice of such leave immediately.

24.11 An employee wishing to return from parental leave prior to the original date of return shall notify the supervisor, in writing, at least twenty (20) working days in advance, giving the revised date of return.

24.12 An employee who wishes to follow parental leave with a leave of absence without pay

(Article 20 - Leave of Absence Without Pay) shall, whenever possible, request such leave, in writing, prior to the commencement of the parental leave. Otherwise, an employee shall request such leave, in writing, no later than at least twenty (20) working days prior to the commencement of such leave. Departmental operating requirements shall be the major consideration in granting/rejecting such leave which shall not, however, be unreasonably denied.

- 24.13** Where an Employee takes a leave under this Article 24 and the combined leaves (pregnancy/maternity, parental, vacation, or leave of absence without pay) do not exceed eighteen (18) months, Employees shall be reinstated in their former position.

If the aforesaid combined leaves exceed eighteen (18) 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 12 - Job Posting**, for a maximum period of three (3) months following termination of the combined leaves.

- 24.14** An employee other than the birth mother shall be granted up to five (5) working days leave of absence with pay commencing no earlier than five (5) days prior to the anticipated birth/adoption date of his/her child but no later than five (5) days following the birth/adoption date.

ARTICLE 25 - Union Duty Leave

- 25.01** With the approval of the President of YUSA, an employee may be granted up to five (5) working days' leave of absence with pay, per calendar year, to attend Union conventions, provided that a written request for such leave has been submitted to the President of YUSA at least two (2) weeks in advance. Requests for such leave which meet the above conditions shall not be unreasonably denied.

- 25.02** An employee elected to a paid position with CUPE 1281 or an affiliated labour central shall be granted union duty leave without pay for the duration of the appointment provided that YUSA is given at least one (1) month's written notice. At the termination of such appointment, if such leave is less than twelve (12) months, such employee shall return to their former position. However, if such leave exceeds twelve (12) months, such an employee shall be entitled to opt for the priority placement, bumping, severance, layoff provisions as described in **Article 15**. The provisions for notice under **Article 15** shall not apply.

ARTICLE 26 - Hours of Work and Overtime

- 26.01** (a) The normal work week shall consist of no more than seven (7) working hours per day, excluding an unpaid meal break of one (1) hour, to a maximum of thirty-five (35) hours per week, except as provided for in **26.01(b)**. With the approval of CUPE 1281 and the employee(s) concerned, YUSA may alter the length of the workday and number of working days per week provided that the total hours worked per week do not exceed thirty-five (35) hours.
- (b) It is understood that the normal work week of an employee may include attendance at YUSA Executive Board meetings.
- (c) From the Friday prior to Victoria Day to Labour Day the normal workday for Employees will be reduced, at the end of their regular shift, by one (1) hour every Friday or the normal last day of an employee's work week. An employee who is on approved vacation or other leave for this day shall not be entitled to accrue this hour for application toward another day. Any time taken on a Friday or the normal last day of an

employee's work week as sick, vacation and/or personal shall be considered a six (6) hour workday.

- (d) In specific situations, managers and Employees may mutually agree to individual arrangements which result in variations in the normal working hours of the department. Within situations involving flexible hours, Employees may be required to work no more than eight (8) hours per day, inclusive of an unpaid one (1) hour meal break, in any one (1) day. Such arrangements shall be subject to review at least annually. Where such an arrangement has been mutually agreed upon, the terms of **Article 26.03** shall not apply and further, the terms of **Article 26.04(c)** shall apply. Where mutual agreement is not reached the normal working hours of the area shall apply.

26.02 Each employee shall be entitled to one fifteen (15) minute paid break period for each three (3) hours worked.

26.03 In the event YUSA decides to alter the start and stop times of a position, the incumbent and CUPE 1281 shall be given two (2) months' written notice prior to the change being made.

26.04 (a) All Employees shall be paid a premium of 70 cents per hour for all full scheduled hours of work which fall outside the hours of 8:00 a.m. to 5:00 p.m.

- (b) Where arrangements are made, at the request of the employee, such that the employee works outside the hours of 8:00 a.m. to 5:00 p.m., such employee shall not be eligible for these premiums.

26.05 Overtime shall be defined as any period of time worked by Employees at the explicit direction of their supervisor in excess of the employee's normal, scheduled working day. Overtime for all Employees shall be voluntary. An employee who works on a scheduled day off shall receive a minimum of three (3) hours' pay at the overtime rate or the actual hours worked at the overtime rate, whichever is greater.

26.06 Overtime shall normally be compensated by pay at one and one-half times the employee's regular hourly rate which shall be determined by dividing the employee's annual salary (not including premiums) by 1820. If the employee and their supervisor agree, prior to the overtime being worked, such overtime shall be compensated by time off at the rate of one and one-half hours for each overtime hour worked. In the event YUSA offers overtime on a lieu-time only basis, acceptance of such overtime shall be voluntary including where overtime is part of the position description. Overtime accumulation shall not exceed forty (40) worked hours.

26.07 Employees required to work a minimum of two (2) hours overtime before or after but joined to their normal shift or an employee required to work an overtime shift on a Saturday, Sunday or Holiday shall receive a meal allowance of twenty dollars (\$20.00) unless a meal is otherwise provided for. Meal breaks taken before, during or after working overtime shall be without pay and shall be scheduled by the supervisor.

26.08 YUSA shall endeavour to keep overtime to a minimum. However, any overtime shall be divided fairly among the Employees who are available and qualified to perform the work. Seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.

ARTICLE 27 - Paid Holidays

27.01 (a) Subject to **27.02** and **27.06** below, the following Holidays or any other Holiday recognized by YUSA shall be granted with pay to all Employees, at their regular salary rate for their normal number of daily working hours:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Working Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

(b) Employees who observe any religious holidays other than those included in **27.01(a)** shall be granted time off with pay up to three (3) days per calendar year when such Holidays coincide with regularly scheduled work days.

(c) Employees shall be granted three (3) days with pay to be taken in the months in which there are no statutory holidays. These days may be combined with the employee's vacation days. If these days are not taken within the specified months, they cannot be accrued.

Request for such leave must be made in writing and be submitted to the supervisor at least five (5) days in advance. Scheduling conflicts between two (2) or more Employees shall be resolved on the basis of seniority.

In approving the specific timing of such leave, operating requirements shall be the major consideration. Permission shall not be unreasonably withheld.

(d) Employees shall be granted one (1) day with pay to be taken in the month of September to observe National Day for Truth and Reconciliation. This day may be combined with the employee's vacation days. If this day is not taken within the specified month, it cannot be accrued.

Requests for such leave must be made in writing and be submitted to the supervisor at least five days in advance. Scheduling conflicts between two or more Employees shall be resolved on the basis of seniority.

In approving the specific timing of such leave, operating requirements shall be the major consideration. Permission shall not be unreasonably withheld.

27.02 In order to receive Holiday pay under **27.01** above, Employees must be at work for their full regular work day immediately preceding and immediately following the Holiday. However, Employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days, or absent on an approved unpaid leave of absence totaling no more than five (5) working days immediately preceding and/or following the Holiday.

27.03 Where a Holiday is observed by YUSA on a day other than its calendar date, the day on which YUSA observes the Holiday shall be deemed to be the Holiday for the purposes of this Agreement.

27.04 If a Holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in **27.01 (a)** above shall be granted at a time acceptable to the employee and the employee's supervisor.

27.05 An employee who works on the following days will be compensated at the rate of regular pay

plus one-half (1.5) times for a total of 2.5 times the regular rate of pay:

- (i) a holiday or grant day;
- (ii) the Saturday or Sunday of a holiday weekend, as defined in **Article 27.01**;
- (iii) the Saturday or Sunday during the period described in **Article 27.07**.

27.06 An employee who has agreed to work on a paid Holiday and who, without reasonable cause, fails to report for and perform the work, shall not receive the Holiday pay provided under **27.01** above.

27.07 Consistent with **Article 27.01** and **Article 27.03** above, for the calendar year-end holiday periods in each of the three (3) years of the contract, YUSA will observe the following combinations of grant days and holidays for CUPE 1281 Employees:

	Paid Holiday	Paid Holiday	Paid Holiday	Grant Day	Grant Day	Grant Day	Paid Holiday	Grant Day	Return to Work
	Working Day Before Christmas	Christmas Day	Boxing Day				New Years Day		
Observed 2024-2025	Tue, Dec 24	Wed, Dec 25	Thu, Dec 26	Fri, Dec 27	Mon, Dec 30	Tues, Dec 31	Wed, Jan 1	N/A	Thu Jan 2
Observed 2025-2026	Wed, Dec 24	Thu, Dec 25	Fri, Dec 26	Mon, Dec 29	Tues, Dec 30	Wed, Dec 31	Thu, Jan 1	N/A	Fri, Jan 2
Observed 2026-2027	Thu, Dec 24	Fri, Dec 25	Mon Dec 28 (for Dec 26)	Tue, Dec 29	Wed, Dec 30	Thu, Dec 31	Fri, Jan 1	N/A	Mon, Jan 4

27.08 An employee whose pregnancy leave would normally commence or cease during the Christmas and New Year's Day break (**Article 27.07**) shall receive payment, at her regular rate, for those Holidays and/or grant days on which she would otherwise have been at work.

ARTICLE 28 - Annual Vacations

28.01 Entitlement subject to **28.02** below, Employees will accrue the under noted vacation credits for each month in which they have worked seventy-five per cent (75%) of their normal work month, during their first and subsequent Anniversary Years (**Article 31.02**). For the purposes of entitlement, paid leave (including sick leave) will be considered as time worked.

28.02 The start of an Anniversary Year shall be delayed and adjusted by any time taken under **Article 20 - Leave of Absence Without Pay** - that exceeds three (3) months.

28.03 Credits:

During the first Anniversary Year:	1 day/month to a maximum of ten days.
During the second to seventh Anniversary Years:	$1\frac{1}{4}$ days/month to a maximum of fifteen days/year.
During the eighth to sixteenth Anniversary Years:	$1\frac{2}{3}$ days/month to a maximum of twenty days/year.
During the seventeenth to twenty-fifth Anniversary Years:	$2\frac{1}{12}$ days/month to a maximum of twenty-five days/year.
During the twenty-sixth and subsequent Anniversary Years:	$2\frac{1}{2}$ days/month to a maximum of thirty days/year.

- 28.04** Employees shall submit vacation requests as far in advance as possible. Requests for vacation shall not be unreasonably denied. Scheduling conflicts between two or more Employees shall be resolved on the basis of seniority.
- 28.05** On termination an employee shall be paid for vacation earned but not taken.
- 28.06** Sick Leave Substitution. Sick leave may be substituted for vacation when Employees have demonstrated that they, or those who are dependent upon the employee for health care (as per **Article 19.02**), were incapacitated for three or more consecutive days during their vacation.
- 28.07** When a Holiday, as defined in **Article 27.01 - Paid Holidays**, occurs or is observed by YUSA while an employee is on vacation, the employee shall be granted another day off with pay in lieu of the Holiday at a time to be mutually agreed upon by the employee and the supervisor.
- 28.08** Bereavement Leave Substitution. Bereavement leave shall be substituted for vacation when Employees are bereaved in circumstances, as defined in **Article 22 - Bereavement Leave**, during their vacation.
- 28.09** The parties agree that the taking of an annual vacation is in the Employee's interest. It is understood that Employees whose vacation credit accrual, is in excess of two (2) years' entitlement shall use up such excess vacation credit accumulation as quickly as is consistent with the Employee's preference and operational considerations.
- 28.10** An Employee will be entitled to an extra week's vacation, once, to be taken prior to retirement where that Employee has either:
- (a) attained the age of sixty (60) and where age plus service equals eighty (80); or
 - (b) attained the age of fifty-five (55) and where age plus service equals eighty (80) and that Employee has officially notified YUSA of their intention to retire prior to age sixty (60).

ARTICLE 29 - Employee Benefits and Pension Plans

- 29.01** YUSA agrees to provide the following Employee Benefit Plans, and contribute towards the cost of each of these Plans an amount equal to the percentage of the rate applicable to an employee, as listed below: (Not applicable to Employees who work more than fourteen (14) hours per week but less than twenty-four (24) hours per week). There will be no deductible for any benefits provided in this plan.
- (a) Benefits set out in Schedule B – 100% unless otherwise specified
 - (b) Long Term Disability Plan 100%
- 29.02** Employees who work at least fourteen (14) hours per week but less than twenty-four (24) per week with no termination date anticipated at the time of the appointment, where the scheduled work year is a minimum of seven (7) consecutive months, are entitled to the following benefits. There will be no deductible for any benefits provided in this plan.
- (a) Benefits set out in Schedule B – 100% unless otherwise specified
 - (b) Long Term Disability Plan – 100%

29.03 YUSA shall pay eligible Employees an amount equal to six percent (6%) of their monthly gross salary in lieu of pension. This money shall not be taxed, however, the Employee shall place this money in an eligible Registered Retirement Savings Plan and provide documentation substantiating that the deposit has occurred.

ARTICLE 30 - Salaries

30.01 Implementation:

Effective May 1, 2024 all Job Rates will be increased by 3.1% with Entry Rates set at 97% of Job Rate

Effective May 1, 2025 all Job Rates will be increased by 2.85% with Entry Rates set at 97% of Job Rate

Effective May 1, 2026 all Job Rates will be increased by 2.85% with Entry Rates set at 97% of Job Rate.

Entry Rate

Entry rate is defined as the salary received by an Employee at the date of appointment to YUSA or upon moving initially into a position at the higher band level. On moving to a position having a higher band level, the Employee's salary will be set at the Entry Rate or remain at the present rate whichever is higher.

Job Rate

Job Rate is defined as the salary received by an Employee following successful completion of the Entry Rate time period. On moving to a position having a higher Job Rate, the Employee's salary will be set at the Entry Rate or remain at the present rate whichever is higher. On moving to a position having the same Job Rate, the Employee's salary will not change. On moving to a position of a lower band, the Employee's salary shall be at the Job Rate.

The length of time it takes to progress from Entry Rate to Job Rate shall be dependent upon the applicable band level as identified under codes A, B and C within Schedule A. (Note: Code "A" requires the completion of three (3) months; "B" six (6) months; and "C" nine (9) months). Pro-rated Employees other than full-time Employees should refer to **Article 31 - Employment Category**.

ARTICLE 31 - Definitions

31.01 The parties shall be deemed to be the York University Staff Association (YUSA) and the Canadian Union of Public Employees, Local 1281 (CUPE 1281) and for purposes of communication shall be represented as identified in **Article 33 - Correspondence**.

31.02 **Anniversary Year** shall be defined as the twelve (12) month period commencing from the employee's appointment date.

31.03 Whenever the singular or plural of the noun **employee** is used in this Agreement, it shall be considered as if the plural or singular had been used where the context so requires.

31.04 **Probationary employee** shall mean an employee who is serving the probationary period defined in **Article 10.02**.

31.05 **Employee** shall mean a member of the bargaining unit unless otherwise specified in the

Agreement.

Employment Categories

Bargaining unit Employees are entitled to the full provisions of this Collective Agreement, except as outlined below:

31.06 Full-time

The employee works the full regular hours, either 1820 or 2080, of YUSA with no termination date anticipated at the time of appointment.

31.07 Part-time

- (a) The Employee works less than the full regular hours but at least fourteen (14) hours or more per week on a continuing year-round basis with no termination date anticipated at the time of the appointment.
- (b) The Employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours worked:

- Bereavement Leave (Article 22)
- Personal Leave (Short Term) with Pay (Article 21)
- Maternity, Parental, Adoption and Paternity Leave (Article 24.14)
- Paid Holidays (Article 27)
- Sick Leave (Article 19)
- Annual Vacations (Article 28)
- Employee Benefits and Pension Plans (Article 29.02)
- Seniority (Article 10)
- Schedule A - Salary Rates

31.08 Temporary

- (a) The Employee who is appointed for a definite term or task that is expected to last more than three (3) but no more than twelve (12) months with a termination date anticipated at the completion of such term or task. No position shall be filled for a period in excess of twelve (12) months by renewing a temporary Employee's appointment or by appointing a series of temporary Employees. Employees shall not be able to grieve the termination of their service at the completion of the agreed term or task.
- (b) The employee shall be entitled to the following on a pro-rated basis in accordance with the proportion of full-time hours worked:

- Bereavement Leave (Article 22)
- Personal Leave (Short Term) with Pay (Article 21)
- Maternity, Parental, Adoption and Paternity Leave (Article 24) except for the provisions under article (24.07)
- Provisions of Article 24.04 and Article 24.13 will apply only if the temporary position exists
- Paid Holidays (Article 27)
- Sick Leave (Article 19)
- Annual Vacations (Article 28)
- Employee Benefits and Pension Plans (Article 29.01) if full time: Article 29.02

if more than 14 hours per week but less than 24 hours per week
Seniority (Article 10)
Schedule A - Salary Rates

(c) The Employee shall not be entitled to the provisions of the following Articles:

Layoff and Recall (Article 15)
Leave of Absence Without Pay (Article 20)

(d) Upon completion of the assignment, the Employee shall receive vacation pay for all vacation credits accrued but not taken. It is agreed, however, that such credits may be used during the period of temporary employment if requested by the Employee and approved by the supervisor. Such requests shall not be unreasonably denied.

(e) The Employee shall be able to use their accrued seniority for the following four (4) months for the purpose of eligibility under **Article 12 - Job Posting**. Employees who are re-hired into bargaining unit positions under these terms shall have their seniority, accrued sick leave, if any, and the balance of their personal leave entitlement, if any, reinstated. Seniority shall be adjusted for any time spent outside of the bargaining unit. Provided that the probationary period has been completed prior to the bridging period, such Employees shall not be considered as probationary. The salary of such Employees shall be consistent with the terms of **Article 30.02 - Salaries**.

ARTICLE 32 - General

32.01 Employee Files

The parties agree that the only official Employee File for each employee is located in the office of the YUSA President. Employees shall have the right, during normal business hours and on notice in writing to their supervisor, to examine their file, and to make a copy of any document contained in that file. The employee shall have the right to be accompanied by a Shop Steward. Employees shall read any report concerning their work performance and shall initial such report to confirm that they have read it, before it may be placed in their file. Employees may comment in writing upon any report on their own performance, and at the employee's request such comment shall be initialed by a representative of YUSA, with one copy being returned to the employee, and one copy added to their file in the YUSA President's office.

32.02 Reporting Changes in Information

It shall be the Employees' responsibility to notify their supervisor in writing within five (5) working days of any change in name, address, income tax or dependent status, insurance beneficiary or next-of-kin. YUSA shall not be held liable for any losses suffered by an employee resulting from failure to comply with this requirement.

32.03 Travel Allowance

Employees shall be eligible under the terms of the YUSA's mileage allowance to be reimbursed according to the rate in effect at the time the expense was incurred.

32.04 Inclement Weather

If severe weather conditions preclude the opening of York University in the morning, or severe weather conditions necessitate early closing during the day, YUSA will be closed from a specific time that day. Unless instructions to the contrary are announced it shall be assumed YUSA will be open as usual the following day. If such closing takes place, Employees will not suffer a loss of salary. Any employee required to work after YUSA is declared closed shall be compensated at the overtime rate. Affected Employees shall be notified promptly of such closing.

32.05 Day Care

Employees with children attending the York University Co-operative Day Care Centre shall be allowed up to four (4) hours a week, during normal working hours to perform their day care duties, provided that this time is made up by the employee concerned at a time satisfactory to the supervisor.

ARTICLE 33 - Correspondence

33.01 Except where otherwise provided, official communications in the form of correspondence between YUSA and CUPE 1281 shall be sent as follows:

To CUPE 1281:

President, CUPE 1281
president@cupe1281.ca
25 Wood Street, Unit 102
Toronto, Ontario
M4Y 2P9

To YUSA:


President, YUSA
labourrelations@yusapuy.ca
190 Albany Road, 2nd Floor
4700 Keele Street
North York, Ontario
M3J 1P3

ARTICLE 34 - Duration of Agreement

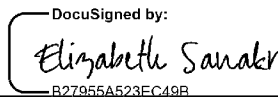
34.01 This Agreement, which supersedes any previous Collective Agreement between the parties hereto, shall be in force and effect from **May 1, 2024 until April 30, 2027** and shall continue automatically thereafter for periods of one year unless either party notifies the other in writing within the period of ninety days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

Signed at Toronto, Ontario this 27th day of August, 2025.

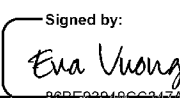
For CUPE 1281: DocuSigned by:


D58A31CD3406439...

Heather Murray, CUPE National Representative


DocuSigned by:

B27955A523EC49B

Elizabeth Sankar, Bargaining Team Member

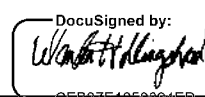
Signed by:

06BE93949CC247A...

Eva Vuong, Bargaining Team Member

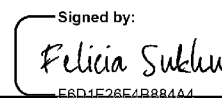
For YUSA: DocuSigned by:


57AB93DB8F8C401

Sonny Day, President YUSA

DocuSigned by:

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Wanda Hollingshead, 1st VP YUSA

Signed by:

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Felicia Sukhu, Office Manager, YUSA

SCHEDULE A
SALARY RATES

Band	Code	Effective May 1, 2024		Effective May 1, 2025		Effective May 1, 2026	
		Entry Rate (\$)	Job Rate (\$)	Entry Rate (\$)	Job Rate (\$)	Entry Rate (\$)	Job Rate (\$)
1	A	48,271	49,763	49,647	51,182	51,062	52,640
2	A	50,175	51,726	51,605	53,201	53,075	54,717
3	A	52,155	53,768	53,642	55,300	55,170	56,876
4	A	54,213	55,888	55,758	57,481	57,347	59,119
5	A	56,458	58,203	58,067	59,862	59,721	61,568
6	A	58,806	60,625	60,482	62,353	62,206	64,130
7	A	61,247	63,139	62,992	64,939	64,787	66,790
8	A	63,793	65,765	65,611	67,640	67,481	69,567
9	A	66,637	68,698	68,536	70,655	70,489	72,669
10	A	69,604	71,756	71,588	73,801	73,628	75,904
11	A	72,702	74,951	74,774	77,087	76,905	79,284
12	A	75,939	78,289	78,104	80,520	80,330	82,815
13	B	79,630	82,094	81,900	84,434	84,234	86,840
14	B	83,503	86,084	85,883	88,538	88,330	91,061
15	B	87,563	90,270	90,058	92,843	92,625	95,489
16	B	91,816	94,655	94,432	97,353	97,124	100,127
17	B	96,739	99,730	99,496	102,572	102,331	105,495
18	C	101,925	105,075	104,830	108,070	107,817	111,150
19	C	107,393	110,714	110,454	113,869	113,602	117,115
20	C	113,157	116,658	116,382	119,982	119,699	123,402
21	C	119,230	122,917	122,628	126,420	126,123	130,023

Appendix A – Letters of Intent

LETTER OF INTENT - Post Retirement Benefits

The Employee and the President of YUSA agree to meet to discuss post retirement benefits once the Employee has informed YUSA of their plan to retire.

LETTER OF INTENT - Early Retirement Incentive

The Employee and the President of YUSA agree to meet to discuss an early retirement incentive package.

LETTER OF UNDERSTANDING - Hybrid Work

Now therefore the parties agree as follows:

- (1) Hybrid work is defined as some combination of working on York campuses and working in a remote location.
- (2) The Employer will assess Hybrid Work Arrangements and requests for same reasonably.
- (3) When the Employer is assessing its duty to accommodate to the point of undue hardship, it is recognized that Hybrid Work Arrangements (including remote work) may be one form of such an accommodation.

Schedule B - Benefits

Benefit	Sun Life
Extended Health Care	
Deductible	Nil
Overall Maximum	Unlimited, except where otherwise stated.
Termination Age	EHC benefits terminate at age 85 or earlier retirement.
Co-Payment	100% unless otherwise specified
Prescription Drugs	Unlimited maximum, generic drug plan with drug card
Hospital	100% in province, with no deductible. Semi-private accommodation. Convalescent Hospital - \$20/day for a maximum of 180 days.
Out-of-Province/Canada Travel Medical	100% of emergency services with no deductible. 80% of referred services with no deductible. Lifetime maximum of \$3,000,000. Trip duration limit is 60 days per trip.
Private Duty Nursing	\$10,000 per benefit year.
Accidental Dental	Included. Maximum not stated.
Paramedical Services Paramedical Services (continued)	100% to a maximum of \$450 per specialty/year/insured person for the services of: Speech Therapist Naturopath Osteopath Podiatrist/Chiropodist Acupuncturist Audiologist Dietician Occupational Therapist Physiotherapist Psychologist/Social Worker Massage Therapy has a \$600/year maximum. Chiropractic has a \$500/year maximum.
Ambulance	100%
Vision Care	100% to a maximum of \$300 every 24 months for eyeglasses, contact lenses or laser eye surgery. Eye exams – 1 exam over 2 benefit years.
Hearing Aids	100% to a maximum of \$750 over 3 benefit years.

Benefit	Sun Life
Orthotics	Orthotic inserts to a max. of \$350/benefit year. Orthopaedic Shoes to a max. of \$250/benefit year.
Employee Assistance Plan	
Telephone health & crisis line	Yes
Telephone sessions	Unlimited ¹
Access to online services	Unlimited
In-person counselling sessions	Unlimited ²
Dental Care	
Deductible	Nil
Termination Age	Dental benefits terminate at age 85 or earlier retirement.
Basic Services	100%
Prosthetic Expenses (Dentures)	80% (included in Major Restorative)
Major Restorative	80%
Orthodontic Expenses	Not available
Overall Benefit Maximum	\$2,000 per person per year, combined Preventive, Basic & Major procedures.
Basic Life Insurance	
Benefit	Mandatory benefit \$25,000
Waiver of Premium	Yes, after 6 months waiting period.
Benefit Reduction	50% at age 65
Conversion Privilege	Yes. Maximum of \$200,000
Termination	Age 70 or earlier retirement.
Accidental Death & Dismemberment	
Benefit	Mandatory benefit \$25,000
Waiver of Premium	Yes, when Employee Life waiver of premium approved.
Benefit Reduction	Same as basic life.
Conversion Privilege	Yes. Maximum of \$200,000.
Termination	Age 70 or earlier retirement.

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¹ As deemed appropriate by a health professional

² As deemed appropriate by a health professional