

UNIT 4

COLLECTIVE AGREEMENT

between



and



**Canadian Union of
Public Employees
Local 3903**

2015-2018

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The use of the feminine pronoun shall be considered to include the masculine.
- 1.03 The Employees covered by this collective agreement shall be known as part-time librarians and archivists.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
 - to determine the requirements of a job and the standards of the work to be performed;
 - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - to determine the size and composition of the work force;
 - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
 - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

ARTICLE 3 – EMPLOYEES REPRESENTED

- 3.01.1 The employer recognizes the union as the exclusive bargaining agent for all employees of York University in the City of Toronto employed as part time Librarians and Archivists, save and except supervisors and persons above the rank of supervisor and any person for whom a trade union held bargaining rights on the date of the Application.

3.01.2 **JOB SECURITY**

During the term of this collective agreement, employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in cases in which the union and the employer have otherwise agreed or in those cases which are covered by the provisions of this agreement.

3.02 **BARGAINING UNIT INFORMATION**

3.02.1 The employer agrees to provide the union annually, and before the commencement of the fall/winter session, with a breakdown, by Library and type of position held, of the volume and distribution of employment in the bargaining unit during the previous twelve months ending with the summer session.

3.02.2 The parties agree to maintain, through the agency of a Part-Time Librarian and Archivist Labour/ Management Committee, a Joint Sub-Committee on Long Term Planning, for the joint consideration of factors bearing upon the future of the University and members of the CUPE 3903 bargaining unit.

It will consider:

- long range financial prospects of the University and their relationship to bargaining unit work;
- enrolment trends and their implications for financial policies and bargaining unit work;
- any other factors that are likely to bear on bargaining unit work; and
- measures to mitigate the negative impact that such factors would otherwise have on bargaining unit work and the reasonable security of current employees.

3.02.3 The University Librarian/Law Dean of each Library/Department where members of the bargaining unit are or have been employed shall meet with the Labour/Management Committee to explain any significant alteration to the volume and/or distribution of employment in her Library/Department during the previous year.

3.02.4 Prior to a decision and/or actions which might result in a significant alteration to the volume and/or distribution of employment in the bargaining unit, or in a particular hiring unit(s) the University Librarian/Law Dean of the Library concerned shall notify the union and the Labour/Management Committee in writing. At the request of the union, the University Librarian/Law Dean and/or head of the hiring unit concerned shall meet with the Committee to outline such policies and/or actions and discuss their potential impact, and consider any proposals which the union or the Labour/Management Committee may have to mitigate the impact on volume and distribution of bargaining unit work. No decision and/or actions which would result in a significant alteration in volume or distribution of work to the bargaining unit can be taken without the union having been provided with a reasonable time within which to respond in writing to the written notification and/or to hold the meeting with the University Librarian/Law Dean and/or hiring unit head. Where such a decision is subsequently taken, the union shall be immediately informed.

3.03 The employer agrees that no employee or group of employees shall undertake

to represent the union to the employer without the proper authorization of the union. In order that this may be carried out, the union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated as chief steward(s), and the name(s) of its staff representative(s). The employer shall be obligated to recognize the status of the persons listed only from the date of such written notice. Likewise the employer shall supply the union with a list of its designated authorities with whom the union may be required to transact business.

- 3.04 The employer agrees to provide the union by January 31 in the fall/winter session and by 1 June in the summer session, with a statistical breakdown of the bargaining unit, including the number of positions in each job classification, the total wages paid for each Library, and the total wages paid under each job classification.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or pregnancy, exercised or practised 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, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.02.1), disability or disabilities (subject to Article 12.02.1), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.02.1), political or religious affiliations or orientations, academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of her membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

4.02 HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that her behaviour is likely to create an intimidating or hostile workplace environment.

4.03 **SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment.

In keeping with this objective the Parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
- (ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from an employee, the Employer will also advise the employee of their right to Union

representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the Union with a report of the number of members who have made complaints of sexual and/or gender harassment.

Decisions with respect to any remediation shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

4.03.6 When a grievance is filed as per Article 6.19, a first meeting is convened by the Employer as per Article 6.05. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.03.7 Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:

4.03.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.05, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.03.9 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.03.10 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and the representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation will receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.03.11 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) what redress shall be awarded or continued.

4.03.12 Reprisal

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.

4.04 RACIAL AND ETHNIC HARASSMENT

- 4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.02.1), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the Parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
- (ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

- (iv) to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.02.1); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.02.1), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis, the Employer will provide the Union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

4.04.4 Decisions with respect to any remediation shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty

under this clause. Any discipline arising from this article shall be in conformity with Article 8.

4.04.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

4.04.6 When a grievance is filed as per Article 6.19, a first meeting is convened by the Employer as per Article 6.05. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

The employer shall not use information provided by a complainant-employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.04.7 Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.

4.04.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.05, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.04.9 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting the informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.04.10 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.

- (d) The outcome of the mediation will be one of the following:
 - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.04.11 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.04.12 Reprisal

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.

4.05 UNION MEMBERSHIP AND DUES

4.05.1 All employees who were members in good standing of the union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the union unless that employee opts out, or has opted out, of membership by written notice to the union within thirty days of the date her appointment begins.

4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the bi-weekly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total bi-weekly salary.

4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.

4.06 PRINTING AGREEMENT

4.06.1 The Employer shall prepare the final form of this agreement for approval of the Parties prior to printing. The Employer shall assume responsibility for printing, and distributing to all bargaining unit members and the Union sufficient copies of the agreed upon final form of this agreement. The Parties agree to share equally the costs of printing the agreement. The Employer is also

responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.

- 4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

- 5.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Part-Time Librarian and Archivist Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. As appropriate, the parties may invite the Union and Employer representatives on the Community Safety Council to attend a Labour/Management Committee to address any safety issues on the agenda.

- 5.02 As per Article 4.04.3, the union and the employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in her employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1).

The Committee shall consist of at least two representatives of each party. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

- 5.03 The Union and the Employer agree to maintain an Employment Equity Committee.

Effective on ratification of the collective agreement the Employment Equity

Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program.

There are two types of surveys, regular and comprehensive. The first comprehensive survey will be initiated within two months of the ratification of the first collective agreement. The content of the surveys will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.

Following ratification of the first collective agreement, a provision for voluntary self-identification will be added to all applications for positions in the bargaining unit.

The Committee's mandate will further include setting goals and timetables for the elimination of any discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).

Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.

The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.

The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.

The parties agree to make the definition of underrepresentation and the application of intersectionality data a priority for discussion on the reconvening of the Employment Equity Committee following ratification of the first collective agreement.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), a grievance respecting an appointment shall be considered if it is received within seventeen days of the date on which the grievor is notified of the appointment.
- 6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. The union may form a grievance committee for this purpose.
- 6.03 STEP ONE: If an employee believes she may have a grievance, she may first submit a grievance to and discuss the matter with her immediate Supervisor/ Department Head, accompanied by her steward if she so wishes. The Supervisor/Department Head shall give her reply within five calendar days.
- 6.04 STEP TWO: If the grievance is not resolved at Step One, or where Step One is not exercised, it shall be set forth in writing, be signed by the grievor and a union representative and given to the University Librarian/Law Dean or designate within fourteen calendar days. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The University Librarian/Law Dean or designate shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give her reply, in writing, within ten calendar days of that meeting.
- 6.05 STEP THREE: If the grievance is not resolved at Step Two, the grievance committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or her designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give her reply, in writing, within twenty-one calendar days of that meeting.
- 6.06 If the grievance is not settled at Step Three, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Office of the Executive Director, Faculty Relations within twenty- eight calendar days after receipt of the employer's written reply as required in Step Three. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
- 6.07 Subject to Article 6.14, the Parties agree to follow the Grievance Procedure

in accordance with the steps, time limits and conditions contained herein. If at Steps One and Two the employer's representative fails to give her written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the union fail to follow the grievance procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.

- 6.08 **GROUP GRIEVANCE:** A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One if the employees are all employed within a single hiring unit or at Step Two if employed in different hiring units, or at Step Three if employed in the University Libraries and the Law Library.
- 6.09 **POLICY GRIEVANCE:** A policy grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step Two or Step Three, as appropriate, subject to the time limits set out in 6.01 above.
- 6.10 **UNION GRIEVANCE:** The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances shall be initiated at Step Three.
- 6.11 If the union notifies the employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.12 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the employer of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.13 Any of the time allowances set out in this article may be extended by mutual agreement. The Parties agree that such agreement shall not be unreasonably withheld.
- 6.14.1 In exceptional circumstances, the union may apply to the Office of the Executive Director, Faculty Relations for expedited processing of a grievance. The Office of the Executive Director, Faculty Relations shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the Parties can agree to commence the grievance procedure at Step Three. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.
- 6.14.2 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6

(iii) of the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.

- 6.15 The Parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The Parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.16 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in her employment or academic standing for exercising her rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.17 A grievor has the right to attend her grievance hearing at any step after Step One and not face her supervisor directly in such a hearing.
- 6.18 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.19 Grievances concerning harassment, discrimination, or disability may be initiated at Step Three.

ARTICLE 7 – ARBITRATION

- 7.01 If the Union so wishes, grievances shall be heard by a single Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requested by the Union, the Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer shall respond within ten working days, either agreeing to the Union's proposed single Arbitrator or suggesting alternative Arbitrators. If the Employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the Union. If the Parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 7.02 The Union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the Employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the Employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the Union.
- 7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.

- 7.04 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.
- 7.05 The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give it or her specific authority to do so or to make an award which has such effect.
- 7.06 Notwithstanding Articles 6.07 and 6.13, both Parties agree that if an Arbitrator determines that the Union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.07 The Arbitration Board or single Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.08 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which she shall do within five days.
- 7.09 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 7.10 The parties agree that a Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred.

ARTICLE 8 – DISCIPLINE

8.01.1 JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

- 8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform her duties because she is arrested and/or incarcerated provided that the employee notifies her Supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.

8.02.1 PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

- 8.02.2 The employer may impose discipline only in accordance with the provisions

of this article, and any discipline imposed which does not accord with this article shall be null and void.

8.02.3 **CONFIDENTIALITY**

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

- (i) Prior to any consideration of discipline, the University Librarian/Law Dean, Department Head or designate, who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Draft Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix B and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that she may request an alternative meeting time.
- (ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, her opportunity for such meeting, and the University Librarian/Law Dean, Department Head or designate determines that further action is warranted, she shall send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives her opportunity for such meeting, notifies the University Librarian/Law Dean, Department Head or designate as soon as possible of reasonable cause for non-attendance, the action shall not apply unless and until the opportunity for a second meeting is provided.

8.03.2 **STEP TWO: LETTER OF WARNING**

- (i) The decision to send a Letter of Warning (per above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, a copy shall be forwarded to the union

and the Office of the Executive Director, Faculty Relations. It shall also be forwarded to others on a need to know basis.

- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to her present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

8.03.3 Notwithstanding 8.02.1, 8.03.1, and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a written warning, subject to Articles 6 and 7 and to the procedures outlined below.

8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).

8.04.1 **STEP THREE: DISCIPLINE MEETING**

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in her opinion, provide prima facie grounds for disciplinary action, the University Librarian/Law Dean or her designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of her right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

8.04.2 **NOTIFICATION OF ACTION**

The University Librarian/Law Dean or designate: (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of her decision, and shall include the reasons for such decision if disciplinary action is to be taken; (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.

8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an

employee after a period of twenty-four months from the date of the warning or discipline.

- 8.07 If the employee wishes to grieve her discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Two. If she wishes to grieve her discharge, it may be initiated directly at Step Three. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).
- 8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.
- 8.09 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated to her immediate supervisor (e.g., the Department Head). The employer retains the right to interview the member prior to proceeding further.
- (ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
- (iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of her supervisory duties and responsibilities.
- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in her employment or academic standing for exercising her rights under this article.

ARTICLE 9 – NO STRIKES/NO LOCKOUTS

- 9.01 The union undertakes there will be no strike and the employer undertakes there will be no lockout so long as this agreement continues to operate. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.
- 9.02 In the event that any employee of York University, other than those covered by this agreement, engages in a lawful strike and maintains picket lines, employees covered by this agreement shall not be required to perform work normally done by that employee.

ARTICLE 10 – POSITIONS AND REMUNERATION

- 10.01 Appointment to the position of part-time librarian or part-time archivist shall be for a minimum of 12 hours per week and up to a maximum of 17 hours per week and shall normally be for a full academic term, a full academic session or a 12 month period. However, if a fractional appointment is made, the salary shall be pro-rated.
- 10.02 Salaries shall be paid on a bi-weekly basis over the period of the appointment,

and a statement of earnings and deductions will be provided, also on a bi-weekly basis. An employee shall have the right to complete a Canada Revenue Agency TD1 form.

10.03 DUTIES AND RESPONSIBILITIES

10.03.1 Professional Practice in the University Library

- (a) Part-time librarians and part-time archivists concern themselves primarily with the academic information needs of the University community. Through the collection, organization, and dissemination of the informational materials, they facilitate access to and expansion of the world knowledge. They respond to reference and research queries, perform formal and informal instruction in the methods and sources of bibliography; advice on library research techniques; direction towards appropriate resources of information; and the search and retrieval of specific information requested by the Library's users.
- (b) Part-time librarians and part-time archivists' principal responsibilities shall consist of one or more of the following activities: public service, information service, assisting with collection development and acquisition of informational materials, cataloguing, bibliographic control, metadata creation, archival description, support for digital content, and/or any other responsibilities as stated in the job description that accord with the American Library Association Core Competencies of Librarianship.

10.03.2 Participation

Part-time Librarians and Archivists may, where appropriate, participate on University Library or Law Library Committees provided that their participation on such Committees does not interfere with the fulfillment of their responsibilities. Where participation on University Library or Law Library Committees is by election or appointment, an employee shall be elected or appointed only with his/her consent.

Where participation on a committee is part of the assigned duties and responsibilities of their position, part-time librarians and part-time archivists will be paid for such participation.

10.03.3 Training Opportunities

The employer shall inform employees of available resources for training and shall not unreasonably deny employees opportunities to participate or access such resources on an ongoing basis.

ARTICLE 11 – POSTINGS

11.01.1 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position. Qualifications shall include a master's or doctoral degree in library and information science or equivalent from a program accredited by the American Library Association (ALA).

11.02 Positions shall be posted and archived electronically by the hiring unit in a location accessible to employees and the union. All postings shall contain the following statement: "York University encourages applications from Aborig-

inal peoples, persons with disabilities, members of visible minorities, and women and invites applicants to review the University's Employment Equity Plan for employees in CUPE 3903, a copy of which is at <http://fr.info.yorku.ca>. Each hiring unit will number its postings sequentially as a given number within a series.

11.02.1 Except as otherwise provided, all positions in Unit 4 shall be posted as they arise, clearly identified as Unit 4, and shall identify:

- (i) the category of appointment (part-time librarian or part-time archivist);
- (ii) the department and Library;
- (iii) the specific duties and of the position;
- (iv) qualifications of the position;
- (v) the number of hours per week
- (vi) the salary;
- (vii) the start and end date of the position;
- (viii) the application deadline.
- (ix) the date of the posting

11.03 The Employer shall designate a Postings Officer who shall be available to consult with the Union.

11.04.1 The Union may notify the Employer's Postings Officer of postings which in its view do not comply with the technical requirements of this article. The Postings Officer shall consult with the responsible union representative(s) within two working days of receipt of such notice, and if she has not already requested the appropriate hiring unit(s) to amend or re-post the particular posting(s) to the union's satisfaction, the Union may meet with the Department Head or University Librarian/Law Dean or designate to discuss the problems with the particular posting(s). At the Union's request, the Postings Officer shall attend such a meeting, where practicable.

11.05 **NEW OR REVISED POSTINGS**

Where there have been substantive changes in the qualifications to a posting since the last posting for the position in question, or where a position is being posted for the first time, the posting notice shall be designated as NEW in large, bold type and the changes will be highlighted in the posting . Where other changes have been made to a posting since the last posting for the position in question a posting notice shall be designated as REVISED in large, bold type and the changes will be highlighted in the posting.

11.05.1 Both the union and the employer's postings officer will be provided with copies of NEW postings as soon as practicable and, in any event, no later than two weeks in advance of the Common Posting Date. The union will notify the employer's Postings Officer as soon as practicable regarding postings which, in its view, contain unreasonable Qualifications language. The Postings Officer shall meet with the responsible union representative in order to review challenged postings. If possible they will agree to existing or amended language, but regardless of their agreement or lack of, the review will be concluded no later than two working days before the Common Posting Date and the posting will be posted. Subsequent to the Common Posting Date, postings which remain under challenge will either be the subject of continued discussion or subject to the normal grievance procedure

- 11.05.2 Any agreement or discussion over NEW postings is without prejudice to either party should the union file an individual grievance for an employee in which the reasonableness of the qualifications, as they apply to the grievor's application and/or qualifications for the position, are at issue.
- 11.05.3 The union is estopped from filing a policy grievance over NEW postings which have been signed off per 11.05.1
- 11.05.4 Notwithstanding Article 11.05.1, where a posting is not NEW, within five days of the receipt of a written request, the employer shall provide the union with a written rationale for any qualification
- 11.05.5 Upon application by the union, the employer shall expedite the processing of any grievances respecting postings, in accordance with Article 6.14.1
- 11.06 Each position shall be posted for at least two weeks before being filled, except where a position arises after the start of the Term or Session to which the position applies or is otherwise unfilled two weeks or less prior to the commencement of the appointment . In no event shall a position be posted for fewer than 48 hours between 9:00 a.m. Monday and 5:00 p.m. Friday (for example 11:00 a.m. Monday to 11:00 a.m. Wednesday or 11:00 a.m. Friday to 11:00 a.m. Tuesday).

11.07 **COMMON POSTING DATES**

- 11.07.1 Except in exceptional circumstances, all postings for positions in the bargaining unit will be posted per the following schedule:
- (a) for the fall term and fall/winter session assignments, by July 1st
 - (b) for the summer session and for 12 month contracts commencing May 1 by March 1st and for other 12 month contracts 2 months in advance.
- 11.07.2 It is understood that "exceptional circumstances" per 11.07.1 may include, but are not limited to, events such as unexpected resignations, retirements, leaves, illness or rejection of a full-time offer, or a bargaining unit employee unexpectedly declining an offer or withdrawing from a position.
- 11.08 Upon application by the union, the employer shall expedite the processing of any grievance respecting postings, in accordance with Article 6.14.1

ARTICLE 12 - APPOINTMENTS

- 12.01.1 All applicants for positions must apply directly, providing an application and current curriculum vitae, unless a current curriculum vitae is already on file, to the hiring unit in which she seeks employment.
- 12.01.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 Unit 4 applications.
- 12.02.1 The Union acknowledges that the criteria the Employer must use in selecting a candidate for a position the Employer decides to fill are the candidate's quali-

fications, experience, competence, and ability to perform the various duties of the position.

12.02.2 “Applicable prior experience” is defined as previously gained experience in the bargaining unit.

12.02.3 The Employer shall establish and maintain a computerized applicable prior experience database.

12.03.1 Appointments shall be made from among the candidates who:

- (i) meet the qualifications
- (ii) have the most applicable prior experience gained in the bargaining unit.

12.04 **APPLICABLE PRIOR EXPERIENCE (“APE” OR SENIORITY)**

(i) APE (Seniority) will be calculated for each member from the date of first hire as follows:

Fall appointment completed:	1 point — 17 weeks worked
Winter appointment completed:	1 point — 17 weeks worked
Summer appointment completed:	1 point — 17 weeks worked

A fall/winter appointment is equal to 2 points of seniority. A 12-month appointment is equal to 3 points of seniority. Any portion worked of a 17 week appointment shall be pro-rated (e.g. Six weeks of a fall appointment is equal to $6/17 \times 1 = 0.35$ (APE)).

- (ii) In the case where seniority cannot be distinguished between members as established under 12.03(i) and 12.03(ii) then for those members it will be calculated from the date of first hire. For clarity a member whose first hiring date is 1st January 2002 will have greater seniority than the member whose first hiring date is 1st January 2007.
- (iii) In the case where seniority cannot be distinguished between members as established under 12.04 (i) and 12.04 (ii) then for those members it will be calculated on the number of hours worked since the date of first hire.
- (iv) In the case where seniority cannot be distinguished between members under 12.04 (i) (ii), and (iii) then the member who is a member of an equity seeking group will be considered senior.
- (v) Effective the date of ratification of the first collective agreement, seniority will accrue for approved leaves from the date of first hire. In the case of 12.04 (iii) it will accrue at the weekly hourly average over the previous 24 months of employment prior to the leave, prorated for those who have worked less than 24 months.
- (vi) Within 1 month of the date of ratification of the first collective agreement, a seniority list will be produced using the calculation above, capturing all current bargaining unit members. Seniority credits for service prior to the date of ratification will not be granted to individuals who were not in the bargaining unit as of the date of bargaining unit certification. For clarity, anyone who has been a member between the date of certification and ratification will be included in the bargaining unit and granted seniority credits. The seniority list will be publicly posted electronically by March 1st of each year.

- 12.05 **INCUMBENCY**
Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the position have not been substantially altered.
- 12.06 **WRITTEN OFFER OF APPOINTMENT**
Appointments shall be made in writing and the employer shall send the appointee two copies of the offer of appointment . The written offer of appointment shall include the details set out in (i-iii) and (v-vii) of the posting as described in Article 11.02.1 above. The letter will also include a link to an electronically posted copy of the collective agreement. If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee .
- 12.07 **APPOINTMENT INFORMATION**
If a candidate for a position grieves a decision not to appoint her for that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of her curriculum vitae, a copy of her application, and any other non-confidential information that was the basis of the appointment. The Employer will respond to the query within ten calendar days of the receipt of the query.
- 12.08 Upon request, an applicant who holds the qualifications for a particular position shall be given by the employer the hiring unit's assessment of her applicable prior experience for that position.

ARTICLE 13 – COMPENSATION

- 13.01 **RATES OF PAY**
(a) September 1, 2015 to August 31, 2016: \$36.02 per hour
(b) September 1, 2016 to August 31, 2017: \$36.56 per hour
(c) September 1, 2017 to August 31, 2018: \$37.12 per hour
- 13.02 **VACATION PAY**
All members of the bargaining unit shall be entitled to an additional 4% of salary as vacation pay . Vacation pay shall be calculated, identified separately, and included as part of an employee's regular bi-weekly salary payment unless the employee requests in writing at the time she is appointed that her vacation pay be included in the last regular bi-weekly salary payment.
- 13.03 **RECORD OF EMPLOYMENT**
Upon termination of employment, the Employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.
- 13.04 **BENEFITS**
1. **DENTAL PLAN**
The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee. The Group Dental Plan provides cover-

age for each employee for, and not beyond, the period of employment; the Group Dental Plan is otherwise the same ASO Group Dental Plan in effect for CUPE 3903, Unit 1, 2 and 3 as of January 1, 2017 .

2. DRUG PLAN

- (a) The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee. The Group Drug Plan provides coverage for each employee for, and not beyond, the period of employment; the Group Dental Plan is otherwise the same ASO Group Drug Plan in effect for CUPE 3903, Unit 1, 2 and 3 as of January 1, 2017 .
- (b) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee .

3. VISION CARE PLAN

- (a) The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee. The Group Vision Care Plan provides coverage for each employee for, and not beyond, the period of employment; the Group Vision Care Plan is otherwise be the same ASO Group Vision Care Plan in effect for CUPE 3903, Unit 1, 2 and 3 as of January 1, 2017.
- (b) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

Information about vision, extended health care and dental benefits can be accessed at the following website:

<http://hr.info.yorku.ca/>

4. LONG-TERM DISABILITY PLAN

- (a) The employer shall contribute towards the yearly premiums of the existing UNUM LongTerm Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the “LTD Plan”) for employees who meet the criteria in (i) and (ii) below:
 - (i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer’s earnings will be taken into account to determine eligibility); and
 - (ii) is not covered by another employer-paid long-term disability plan.
- (c) All provisions concerning the establishment or maintenance of the UNUM Long Term Disability Plan shall be governed by the

Labour/Management Committee . It is further recognized and understood that the representatives of the union are equally entitled to be involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third party broker, and all administrators of the employer handling administrative matters relating to such claims . It is recognized that members may initiate claims by way of contact through the union .

5. PENSION PLAN

- (a) The Employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan).
- (b) In order to be eligible to participate in the Plan, employees must meet the eligibility criteria set out in the Plan for part-time employees (less than 24 hours per week). Eligible employees who elect to participate in the Plan shall participate according to the eligibility criteria for part-time employees (less than 24 hours per week).
- (c) All offers of Appointment will include the following statement: “If you are not a member of a full-time pension plan and are not eligible to be a member of a full-time pension plan at York University or elsewhere, you are eligible to participate in the York University Plan on the first day of the month coincident with or next following the date on which you have met the eligibility criteria set out in the York University Plan for part-time employees (less than 24 hours per week) . If you meet this eligibility criterion and wish to participate in the York University Pension Plan you should contact the Pension and Benefits Office .”

All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing . This notice of eligibility will include the formula in the Pension Plan for employee and employer contributions to the Plan

- (d) The union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan .
- (e) The Employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community .
- (f) The Employer shall provide the Union with copies of all Plan text amendments, actuarial valuation reports, financial statement and annual information returns required to be filed with pension regulatory authorities . The Employer shall also provide a plain language pension plan booklet, a copy of which can be accessed at <http://retire.info.yorku.ca/files/2016/11/2016-Employee-Booklet.pdf>. This booklet shall be updated from time to time as necessary.

13.05 TUITION WAIVER

Employees who have held a position as a part-time Librarian or a part-time

Archivist in the previous thirty-six months including the twelve month period preceding application and who during that thirty-six month period have accrued at least six seniority points, shall be eligible during the subsequent twelve months for a tuition fee waiver for York University degree credit work, either at the graduate or undergraduate level, approved for a program to which they have been admitted. The limit to the tuition fee waiver in the twelve month period is the maximum value of fees payable by a part-time student in the program in which she is enrolled in accordance with the University's Tuition Fee Waiver Policy, which may change from time to time.

13.06 **TUITION WAIVER FOR SPOUSE AND DEPENDENTS**

Employees who have worked continuously for a period of three years (i.e. who have earned at least nine seniority points during the previous 3 years) shall be eligible to apply for a waiver of tuition fees for degree credit courses offered by York University on behalf of their spouse and dependent(s) at the domestic rate in accordance with the University's Tuition Fee Waiver Policy, which may change from time to time. For clarity, "dependent" is defined as any individual eligible to be claimed as a dependant for York University Benefits Plan purposes.

ARTICLE 14 – EVALUATIONS

14.01.1 The employer and the union agree that a primary purpose of evaluations is to assist the employee to develop her skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.

14.01.2 **INFORMAL EVALUATIONS**

- (i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.01.1 [qualifications]. Such assessments will not normally be done for a person more than once per contract.
- (ii) The employer will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee's suggested names will not be unreasonably denied.
- (iii) Prior to an informal evaluation of an employee, the employer shall consult with the employee concerning the time and criteria for such evaluation.
- (iv) The result of the informal evaluation shall be discussed with the employee after appropriate notice.
- (v) An informal evaluation may result in recommendations to the employee for improvement of skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in her professional performance and service file. Such recommendations shall be removed from the file after two years.
- (vi) An informal evaluation shall not be used as a source of information in hiring decisions.

14.02 **FORMAL EVALUATIONS**

The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:

- employee request
- mutual agreement of hiring unit and employee
- recommendation arising from informal evaluation
- decision of Head, University Librarian/Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8.

14.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:

- (i) use reasonable methods and academic criteria of evaluation appropriate to the hiring unit and to the position in question; and
- (ii) be in writing.

14.02.3 All formal evaluations must comply with the following procedures.

- (i) The employer will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee's suggested names will not be unreasonably denied.
- (ii) The hiring unit shall inform the employee in writing of the pending evaluation and of the methods and criteria to be used at least 14 days in advance of the start of a formal evaluation period.
- (iii) Any formal evaluation shall be discussed between the employee and her immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add her written comments to the evaluation within three weeks of the discussion if she so wishes.

14.03 A grievance over the contents of an evaluation shall not be processed past Step Two. In the event that such a grievance reaches Step Two, it shall be deemed settled by the University Librarian's or Dean's reply, and Step Three and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator or Arbitration Board.

14.04 Written formal evaluations may be kept only in an employee's professional performance and service file and shall provide a source of information in reaching decisions on hiring in accordance with this article.

14.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position

in the same hiring unit which fails to demonstrate incompetence, inability or negligence.

- 14.06 An employee shall not be formally evaluated without her consent in a position by a hiring unit for a period of two years after she has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.

ARTICLE 15 – ACADEMIC FREEDOM

- 15.01 (i) All employees who are primarily responsible for the content and/or presentation of library materials shall be accorded academic freedom in the design, shaping of content, methodology, and/or presentation of that material. All Part-time Librarians and Archivists shall be accorded academic freedom as appropriate to the position held and its duties and responsibilities.
- (ii) Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions related to the teaching of library courses, its content and organization and the larger political, cultural and philosophical context in which teaching and research take place. Academic freedom includes the freedom to examine, question, discuss and learn and to disseminate opinion(s) on library materials in the course of both their creation and access.
- (iii) Without limiting their academic freedom, employees are required to discharge their instruction responsibilities in accordance with the rightful expectations of the employer, the needs of the students and the legitimate claims of the community.
- (iv) No electronic monitoring of employees or their work shall be undertaken unless there is written consent . Such consent shall be subject to withdrawal at any time and must be renewed for each contract year . It shall be understood that signing up for a York University email account does not constitute written consent under this article 15.01(iv) . The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred.
- (v) When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of York University.

ARTICLE 16 – LEAVES

- 16.01.1 In all Leave articles “one thirty-fifth” means one week in the fall/winter session, pro-rated in other sessions.
- 16.01.2 For the purposes of the Unemployment Insurance regulations, “Care-Giver Leave” and “care-giver responsibility” shall be considered equivalent to “Parental Leave” and “parental responsibility.”
- 16.01.3 For the duration of all leaves, an employee shall continue to accrue applicable prior experience, per Article 12.04, for positions to which she has been appointed at the time such leave commences, and to which she is subsequently

appointed, provided that she, at any time prior to the expiry of the appointment, performs the duties and responsibilities of the position.

- 16.01.4 For the duration of all leaves, employees shall continue to be eligible to participate in any benefit plans which may exist at the time at which the leave is taken, to collect any benefits to which they may be entitled and to take any additional leaves to which they may be entitled.
- 16.01.5 Where certification by a legally qualified medical practitioner is required by the employer, the cost of acquiring the certificate will be paid by the employer.
- 16.01.6 Members of the bargaining unit may request Union Leave without pay in order to serve the union or an affiliated Labour body thereof. Such leave may be indefinite and shall not be unreasonably denied. During such an absence, members will continue to accrue applicable prior experience credit for up to 2 years.

16.02 **SICK LEAVE**

An employee shall be eligible for sick leave if she is prevented, by personal sickness, medical reasons related to her disability, emotional trauma, or injury for which Workers' Compensation is not payable, from performing her normal assigned duties. To qualify for sick leave the employee must have notified her supervisor as to the expected duration of the sickness or injury and, if requested to do so, provide proof of sickness or injury in the form of an appropriate certificate signed by a legally qualified medical practitioner and acceptable to the employer. Notifications to supervisors respecting sick leave shall be made available only on a need to know basis; all certifications by medical practitioners respecting sickness or injury shall be confidential. In the case of an extended absence, the employee shall keep her supervisor informed at least weekly of the anticipated date of her return and, prior to that return, she may be required to provide proof, as per above, as to her fitness to resume duties.

- 16.03 If the employee satisfies the above, she shall suffer no reduction in pay for sick leave of up to a total of six-thirty-fifths of the period of her Appointment Contract.

In the fall/winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's appointment contract .

- 16.04 For employees with at least four months of service to the University, a sick leave supplement of up to four months in time off, including the paid sick leave entitlement as provided for in 16.03, shall be granted by the Department Head, University Librarian/Law Dean or designate upon submission of an appropriate certificate signed by a legally qualified medical practitioner that such additional sick leave is required.

Where an employee has exhausted her sick leave and any other leave entitlement under this agreement, she may be eligible for Long Term Disability (Article 13.04(4)) or to apply to the Ways and Means Fund (Article 17.03) for further financial support.

Where an employee who qualified for and received LTD benefits returns to work she shall be credited for applicable prior experience during the period of her leave accrued at a rate equivalent to the greater of the average rate of accrual during the two twelve-month periods immediately preceding the leave, or the rate of accrual at the point of the commencement of the leave.

16.05 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and Regulations. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Article 16.03.

16.06 PAID MATERNITY LEAVE

Upon written request to the Department Head, University Librarian/Law Dean or designate indicating the expected date of delivery, a female employee shall be entitled to maternity leave of up to seventeen thirty-fifths of the period of her Appointment Contract. Requests for Maternity Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.

16.07 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which s/he is going to accept care-giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid maternity and care-giver leave between them.

16.08 PAID ADOPTION LEAVE

Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of her Appointment Contract(s). Where two employees are assuming joint care-giver responsibility for that child, a maximum of twelve thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds.

16.09 CARE-GIVER LEAVE – TIME OFF

Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 16.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 16.07 and 16.08.

16.10 MATERNITY LEAVE REPLACEMENTS

It is understood that in replacing an employee off on maternity/parental leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the

position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave

16.11 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and Regulations in regard to maternity, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 16.06, 16.07 or 16.08.

16.12 LEAVES AFTER EXPIRY OF CONTRACT(S)

- (i) Where the expected date of delivery or adoption occurs after, and within four months of, the expiry of the employee’s contract(s), the employer shall pay an employee maternity leave per Article 16.06, caregiver leave per Article 16.07, adoption leave per Article 16.08, or supplemental benefits pursuant to the “Supplemental Benefits Plan” specified in Article 16.11 and subject to relevant Employment Insurance Regulations, up to the maximum of the employee’s full entitlement per Articles 16.06, 16.07, or 16.08 based on Appointment Contract held in the previous session, provided that at the date of birth the employee has been offered an appointment, or has applied for and is reasonably expected to be offered an appointment in the academic session commencing within approximately four months after the expiry of the employee’s previous contract.
- (ii) If at the commencement of her next appointment, the employee in receipt of benefits per (i) has not used her maximum entitlement in time off or paid portion, she shall be entitled to paid maternity leave and/or time off up to the portion of unused thirty-fifths (i.e. the full entitlements specified in Articles 16.06 and 16.08 less benefits already paid/less weeks since birth), which shall be based on Appointment Contract for that session and shall be taken at the beginning of the session.
- (iii) Where the date of delivery or adoption occurs during the period of appointment contract the Employer, the Union and the member shall meet to discuss the potential completion by the member of the contract in whole or in part, any potential exchange of services, or any other issues related to the fact that the delivery or adoption is expected to occur during the period of the appointment. If the member does complete the appointment she shall receive payment in lieu of the paid time off, or if she performs part of the appointment she will receive a pro rata payment. Requests to complete the appointment and receive payment in lieu of time off shall not be unreasonably denied.

16.13 COMPASSIONATE LEAVE

Upon request, an employee shall be granted paid leave of up to four thirty-fifths of her Appointment Contract(s) to attend to ill member(s) of her immediate family or equivalent, except where the illness is diagnosed as life-threatening or terminal, in which case an employee shall be granted leave paid at full salary of up to six thirty-fifths of her Appointment Contract(s), and shall be entitled to a leave of absence of up to eight weeks in time off including the paid portion of six thirty-fifths.

16.14 **BEREAVEMENT LEAVE**

Upon request, an employee shall be granted paid leave of up to four thirty-fifths of her Appointment Contract as bereavement leave on the death of a member of her immediate family or equivalent.

16.15 **SUPPLEMENTARY COMPASSIONATE/BEREAVEMENT LEAVE**

- (i) Where an illness to an immediate family member or equivalent has been diagnosed as life-threatening or terminal, and the employee has exhausted her paid leave pursuant to 16.13 and the ill immediate family member or equivalent has not recovered, the employee may use up to an additional three thirty-fifths of paid bereavement leave entitlement to attend to the ill individual. Should the death of the individual occur subsequently, the employee shall be entitled to an additional paid bereavement leave at full salary of up to the unused portion of her entitlement pursuant to 16.14.
- (ii) Should the death of a member of her immediate family or equivalent occur while an employee is on leave pursuant to 16.13 such leave shall be continued as bereavement leave of up to an additional four thirty-fifths of her Appointment Contract from the date such death occurred.
- (iii) If at all possible, in the interests of avoiding confusion which could disadvantage the employee and in recognition of the hiring unit's need to fill the position(s) for any extended period per (i) or (ii), the employee should endeavour to notify the hiring unit in each case of her intention to continue her leave.

16.16 **JURY LEAVE**

Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of her full salary, less what the court pays for the performance of the required duties, to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with her scheduled duties and provided that upon return to work she shall provide her Supervisor with written confirmation of the date(s) and time(s) on which she appeared and/or served, signed by an appropriate official of the Court.

16.17 **EMERGENCY LEAVE**

In the event of a bona fide emergency not covered elsewhere in the agreement, an employee shall be granted leave paid at full salary of up to two thirty-fifths of her Appointment Contract(s).

16.18 **TRANSEXUAL TRANSITION LEAVE**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will suffer no reduction in pay for up to eight-thirty-fifths of the period of her Appointment Contract.

ARTICLE 17 – FUNDS

17.01 **CUPE 3903 BENEFITS FUND**

Employees are eligible to receive support from the CUPE 3903 Benefits Fund according to the terms for this Fund in the CUPE 3903 Unit1, Unit 2 and Unit 3 collective agreements.

17.02 **TRANS FUND**
Employees are eligible to receive support from the TRANS FUND according to the terms for this Fund in the CUPE 3903 Unit1, Unit 2 and Unit 3 collective agreements.

17.03 **WAYS & MEANS FUND**
Employees are eligible to receive support from the WAYS & MEANS FUND according to the terms for this Fund in the CUPE 3903 Unit1, Unit 2 and Unit 3 collective agreements.

17.04 **EQUITY FUND**
The CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements establish an Equity Fund as follows:

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement \$10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

It is agreed that employees in the bargaining unit may receive support from the above-noted CUPE 3903 Employment Equity Officer.

17.05 **CHILDCARE FUND**
Employees are eligible to receive support from the CHILDCARE FUND according to the terms for this Fund in the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements.

ARTICLE 18 – GENERAL

18.01 SPACE & FACILITIES

18.01.1 The employer shall ensure that hiring units allocate to employees appropriate and reasonably uniform space (where such space is controlled by the hiring unit), and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities. The employer shall also provide such other reasonable services needed for the performance of professional duties and responsibilities as are offered to other members of the University and can be provided at no additional cost to the employer.

18.01.2 The employer shall ensure that employees are provided with adequate access to and use of available libraries, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment and any other existing University facilities required for the performance of their contractual responsibilities..

18.01.3 RESOURCES FOR PERSONS WITH DISABILITIES

Persons with disabilities, per the York University Occupational Health and Safety Policy, shall be accommodated and have access to funds designated for the purchase of special equipment or required resources to assist employees in carrying out their duties and responsibilities on the same basis as other York University employees . The Employee Well-Being Office will act as liaison between the employer and employees with disabilities on these issues.

18.02.1 HEALTH AND SAFETY

The union and the employer recognize the right of employees to work in a secure, healthy, and accessible environment with adequate lighting where needed, a prominent display of directional signs, wheel-chair accessibility, clean air in working areas, public and emergency telephones, an efficient and safe escort service, and an adequate security service.

Further, the employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties. The Parties agree that the employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and effective performance of an employee's duties. The Parties agree to ensure that the safety equipment, materials and protective devices provided by the employer are maintained in good condition.

Information regarding personal protective equipment that is used or may be used by members of the bargaining unit in the course of their employment will be requested from the appropriate bodies by the Labour/ Management Committee.

18.02.2 The Employer shall comply with the Occupational Health and Safety Act. No employee shall be required to act, nor shall she act, in the course of her employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees of their rights and obligations under this Act.

18.02.3 The Parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety procedures in accordance with W.H.M.I.S. requirements. Attendance at these programs shall be on paid work time.

The Union shall be invited to attend all Health and Safety educational programs directed to the CUPE 3903 membership and conducted or sponsored by the Employer. The Union shall have the right to review and comment only on all materials used at such programs. Subject to the approval of the Office of Health and Safety, which shall not be unreasonably withheld, the union shall have the right to make a presentation at all such programs.

18.02.4 The Employer and the Union are committed to continuing the Joint Health and Safety Committee and the processes currently in effect as referred to and detailed in Article 18.02.7.

In addition to any other legislative reporting obligations, the Union Co-Chair of the Joint Health and Safety Committee (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.

18.02.5 The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one

additional member beyond the legal requirement. The Employer shall reimburse all reasonable expenses associated with such training.

- 18.02.6 The CUPE 3903/Administration Joint Health and Safety Committee will pursue the development and delivery of improved training for CUPE 3903 employees and particularly for those working in the sciences and fine arts. It is intended that reviews in this area shall include investigation of the feasibility of having CUPE 3903 employees trained as Workers Health and Safety Centre instructors who would be qualified to conduct expanded training. Final approval for the implementation of the expanded training must be given by both the CUPE 3903 Executive and the Employer.
- 18.02.7 During the term of the collective agreement, York University is committed to the prevention of occupational illness or injury through the provisions and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

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

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

To this end, York University has entered into an agreement with CUPE Local 3903 to establish a Joint Health and Safety Committee and guidelines for the composition, practice and procedures thereof, dated December 1, 1994.

York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.

18.03 **ACCOMMODATION**

The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the *Ontario Human Rights Code*. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of his/her position. An employee with whom an accommodation is being discussed may have a union representative present during any such discussions.

The University's process for accommodation of academic employees can be found at the following location: <http://fr.info.yorku.ca>.

18.04 **LIBRARY PRIVILEGES**

Library privileges will be extended on a continuing basis for all employees so long as they are in the bargaining unit.

18.05 **UNION PARTICIPATION**

18.05.1 The employer agrees to make reasonable provisions that will permit any member of CUPE 3903 to attend the Annual General Meeting of CUPE 3903 or any meeting of the local which deals with a strike vote or ratification vote . It is understood that the union will use its best efforts to schedule these events at such times so as to cause minimal disruption to part-time librarian and archivist duties. It is also understood that the employee will provide as much notice as is both reasonable and practicable.

18.05.2 Members of the CUPE 3903 bargaining team will suffer no loss of remuneration for time spent in a bargaining meeting with the Employer.

ARTICLE 19 – CORRESPONDENCE

19.01 Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

TO THE EMPLOYER: Department of Faculty Relations
276 York Lanes
York University
4700 Keele Street
Toronto, Ontario M3J 1P3

TO THE UNION: The Executive
Canadian Union of Public Employees
Local 3903
Suite 143 Atkinson
York University
4700 Keele Street
Toronto, Ontario M3J 1P3

ARTICLE 20 – DURATION AND MODIFICATION OF AGREEMENT

20.01 This agreement shall continue in force and effect from the date of ratification to 31 August 2018 and shall be renewed automatically thereafter for periods of one year each 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. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

ARTICLE 21 – UNION RIGHTS AND PRIVILEGES

21.01 The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible to mobility-impaired persons (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication

Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University. The employer shall provide the union with use of a designated bulletin board in each department for the display of union notices and other union-related materials. The employer shall, if practical, also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building. Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

21.02 UNION ELECTRONIC OFFICE SUPPLIES

Regarding the union electronic office supplies, the employer agrees to provide the union with the necessary equipment and software to integrate it into the CUPE 3903 appointments process as this is developed. Such consideration will include access to a Web browser, the CUPE 3903 seniority database, email, etc. Further, the employer will maintain such equipment and software and will provide any required training.

ARTICLE 22 – INFORMATION

22.01 The employer recognizes the importance of providing accurate and timely information to the union.

22.02 (i) The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since ratification of the first collective agreement, containing the following information for each contract:

payroll number
name
address (as contained on the Payroll file)
telephone number (as available on the Payroll file)
Email address
sex
date of birth (when available)
department
starting pay date ending pay date
category of appointment
number of hours
salary paid

The necessary costs of converting the dataset to a format which can be used by the union will be shared by the parties.

- (ii) Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:
 - (a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;
 - (b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.
- (iii) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.

22.03 Any queries relating to the transfer of information or requests for additional information by the union shall be directed to the Department of Faculty Relations.

22.04 The Employer undertakes to provide the union with a copy of each employee's Employee Transaction Form. A copy of the form shall normally be provided within one week of its issue.

IN WITNESS THEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives.

**On behalf of
YORK UNIVERSITY**

**Noura Shaw
Rob Lawson
Barry Miller
Joy Kirchner**

**On behalf of
THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 3903**

**Sharona Brookman
David Montgomery
Guylaine Petrin
Raj Virk
Sandra Hudson**

APPENDIX A THE RIGHT TO REFUSE UNSAFE WORK

The right to refuse unsafe work is guaranteed in the Ontario Occupational Health and Safety Act .

The Act requires that individual workers initiate a work refusal . Section 23 of the Act spells out the procedures you must follow . Note that this is a summary only . Consult the Act for official reference . Copies are available from the CUPE 3903 office and the York Department of Health, Safety and Employee Well Being.

1. If you have reason to believe that your health or safety is in danger if you continue to work, inform your work supervisor or department Head immediately. After regular office hours, call Security . Stop work and move to a safe location.
2. If your supervisor agrees that the situation is unsafe, make sure that other workers in the area are also told of the problem and of your action.
3. If your supervisor refuses to correct the problem, inform her/him that you are refusing to work and why . Call the union office at 736-5154 . Ask your supervisor to contact Security or call yourself.
4. An investigation involving a supervisor and a person appointed by the union will take place immediately.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your supervisor . S/he will then call an inspector from the Ministry of Labour . The inspector will investigate and either instruct you to return to work or order York to make the workplace safe..
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the union immediately.

**APPENDIX B
LETTERHEAD**

(Date)

Dear

I am writing this letter pursuant to Article 8 of the CUPE 3903 collective agreement to inform you of a [series of] complaint(s) filed with this office respecting your performance and conduct as Part-Time Librarian/Archivist in the Term.

The allegations contained in the complaint(s) are summarized as follows:

In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for (Date) 20__ at (time) a.m./p.m. in room . If it is not convenient for you to attend at this time, please contact my office immediately at (Telephone #) to arrange an alternative time.

Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s).

Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.

You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.

Sincerely

University Librarian

c.c. CUPE 3903, Suite 143 Atkinson

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Effective
from: **September 1, 2015**
to: **August 31, 2018**
ratified: **January 27, 2017**

UNIT 4

All employees of York University in the City of Toronto employed as part time Librarians and Archivists, save and except supervisors and persons above the rank of supervisor and any person for whom a trade union held bargaining rights on the date of the Application.