UNIT 3

11.04 HEALTH AND SAFETY

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 applicable legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

The University also recognizes the importance of engaging employees in health and safety through:

- **The provision of education and training to increase knowledge and awareness**
- **The work of the Joint Health and Safety Committees**
- **The enactment of the internal responsibility system such that everyone, regardless of role, plays an important part in creating and maintaining a healthy and safe workplace**

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.

11.04.1 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, **wheelchair and mobility aid**~~wheel-chair~~ accessibility, clean air in working areas, ~~public and~~ emergency telephones, an efficient and safe escort service, and an adequate security service.

The University shall ensure that indoor air quality is delivered to all buildings through ventilation systems that are operated according to applicable legislative standards in Ontario and the Canadian Centre for Occupational Health and Safety (CCOHS).

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. **Any Employee required to operate equipment requiring safety precautions, the use of protective devices, and/or safe handling procedures shall receive information, instruction and/or training by the Employer as required under the OHSA to ensure the health and safety of the Employee and the safe operation of the equipment or such other training as may be required under the OHSA.** The parties agree to ensure that the safety equipment, materials and protective devices provided by the Employer are maintained in good condition. **Employees in the**

bargaining unit may request information ~~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~~ **from their employment supervisors first, and may additionally request such information from and/or the Joint Health and Safety Committees**.

11.04.2 The Employer shall comply with the Occupational Health and Safety Act **and any other applicable legislation**. No employee shall be required to act, nor shall they act, in the course of their 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.

11.04.3 HEALTH AND SAFETY TRAINING

The parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety **policies and** procedures **and workplace hazards** in accordance with ~~W.H.M.I.S. requirements.~~ **applicable legislation, particularly the *Occupational Health and Safety Act*.**

(i) All employees are required to complete health & safety training mandated by OHSA and other applicable legislation.

(ii) Attendance at these ~~programs~~**required training programs, whether in person or online,** shall be on paid work time. **Supervisors of employees subject to Article 10.01 shall ensure employees' Workload Forms include sufficient hours to cover all required training, per 10.XX.**

(iii) Hiring units shall provide employees with information on all Employer-required training sessions/modules (and the time required to complete each) that they must complete during their contract, including training required by OHSA, AODA, and any other applicable legislation.

(iv) The Employer shall provide the Union by July 1 annually an updated list of all Employer-required health and safety training sessions, online or in person, that employees are required to complete.

~~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.~~

~~11.01.1 One bargaining unit employee may be appointed by the Union to the CUPE 3903 Joint Health and Safety Committee.~~

11.04.4 JOINT HEATH AND SAFETY COMMITTEES

The Employer recognizes and values the role of Joint Health and Safety Committees and shall establish and support such committees in accordance with the OHSA. ~~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 11.03.7.~~

In accordance with the OHSA, JHSCs may make recommendations to the Employer concerning the establishment, maintenance and monitoring of health and safety programs (OHSA Section 9(18)(c)).

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~~ **regarding an employee in the CUPE 3903 bargaining unit**.

11.04.5 The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three **CUPE 3903** members of the ~~CUPE 3903~~ Joint Health and Safety **Committees**~~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.

Further,~~ upon request to the Joint Health and Safety Committee,~~ in each academic year **the Union may request that** one ~~worker member of the Committee~~ **CUPE 3903 JHSC representative** may attend a CUPE Health and Safety ~~Course~~ **course or conference** of their choice for up to a maximum of sixteen hours**. The**~~ and the~~ Employer shall reimburse for all reasonable expenses associated with such training.

~~The Employer will increase the amount of paid time available for participation in the JHSC by 45 tutor 3 hours per academic year.~~

~~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.~~

11.04.6 The Parties agree that the structure and functions of Joint Committees shall include the following, as it relates to CUPE 3903 and its members:

(i) The Employer shall maintain a Health and Safety Executive Council (HSEC), on which one employee represented by CUPE 3903 shall be entitled to sit.

(a) All time spent by the CUPE 3903 represented employee on the HSEC in relation to their attendance at HSEC meetings, plus one hour of preparation time for each HSEC meeting, shall be considered as time at work paid at the employee's regular rate of pay, as appropriate.

(b) The Parties will engage in further discussions, which will include other Unions at the University, concerning the means by which the HSEC is administered, the relationship between the HSEC and JHSCs, the manner in which the HSEC will reach decisions and make recommendations, and the Employer's obligations to respond to the HSEC.

(ii) The Employer shall maintain Joint Health and Safety Committees (JHSCs) in accordance with OHSA.

(iii) The structure of the JHSCs shall be in accordance with OHSA.

(iv) CUPE 3903 shall have at least one (1) represented employee on each JHSC that covers workplaces where employees in the CUPE 3903 bargaining units are actively employed.

(v) CUPE 3903 may appoint one (1) alternate for each member on a JHSC and the HSEC. The alternates shall be allowed as substitutes on the applicable committee, upon notification of the co-chairs/chair of the applicable Committee.

(vi) The JHSCs shall meet at least quarterly, or more frequently based on risk level. Each JHSC shall act in accordance with its Terms of Reference.

(vii) The University shall ensure that there are sufficient certified members on the JHSCs to comply with the OHSA.

(viii) The Union shall select all of its members and alternates for the JHSCs and HSEC. The decision to remove a Union member from any Committee shall be at the Union's sole discretion, unless the OHSA requires such removal.

(ix) Workplace inspections shall be conducted in accordance with the OHSA.

(x) The Vice-President Equity, People and Culture and/or designate(s) shall be responsible for responding to any written recommendations from the JHSC(s), in writing, within twenty-one (21) days of receipt. A copy of the recommendations shall be attached to the minutes from the meeting at which the recommendations were developed. The written response shall indicate the Employer's assessment of the applicable committee's recommendation(s) and specify, with explanations, what action will or will not be implemented as a result of the recommendation(s). Any proposed action by the Employer shall include details of who will be responsible for such action and a proposed timeframe for addressing the issue(s). The Union shall be copied on all responses that affect CUPE 3903 workplaces.

(xi) The worker members of the applicable JHSC shall appoint a worker member to investigate incidents that have caused or have the potential to cause serious injury to an Employee. JHSC Terms of Reference will include provisions for such investigations.

If an investigation arises from the death or critical injury of a CUPE 3903 member, at least one (1) CUPE 3903 member shall be permitted to participate in an investigation conducted pursuant to s. 9(31) of the OHSA. Where a worker member from CUPE 3903 is unavailable, another worker member from the JHSC will be present. Where another worker member from the JHSC is unavailable, a certified worker member from another JHSC will be present. Where the investigating worker member is not a CUPE 3903 member, but the incident involves an Employee represented by CUPE 3903, a CUPE 3903 member of the JHSC shall be copied and acknowledge receipt of the Report.

(xii) A JHSC worker member shall be present during a work refusal investigation as outlined in the OHSA. In accordance with OHSA requirements, where a worker member from the refusing Employee's Union is unavailable, another worker member from the JHSC will be present.

(xiii) The Employer shall post JHSC minutes, workplace inspection reports, and JHSC membership lists on the JHSC website.

(xiv) All Employer authorized/approved time spent by CUPE 3903 members of JHSCs and/or HSEC in relation to their attendance at scheduled JHSC and/or HSEC meetings or in activities relating to the function of a committee as prescribed by the OHSA shall be paid at the employee's regular rate of pay and the time spent shall be considered as time at work.

A CUPE 3903 member or an alternate, if a JHSC member is not available, of any JHSC shall be paid at the employee's regular rate of pay to receive required training related to their role as JHSC members.

CUPE 3903 JHSC members shall be paid for one (1) hour of preparation time, if required, for each JHSC meeting and one (1) hour every other month to attend a meeting of the CUPE 3903 members of JHSCs at a time and date of the Union's choosing.

Any CUPE 3903 member of a JHSC who is required to take minutes for a JHSC meeting shall be paid for up to one (1) hour to edit and finalize these minutes, if required.

Determination of the amount of time required to prepare for and/or attend JHSC or HSEC meetings, and/or to undertake the activities of the JHSC or HSEC, other than explicitly set out herein is at the discretion of the JHSC or HSEC and/or their Terms of Reference, and subject to the approval of the JHSC management Co-Chair or the HSEC Chair.

(xv) The development, adoption, and implementation of JHSC Terms of Reference shall be in accordance with the OHSA.