

**February 01, 2025, 7:45PM Without Prejudice or Precedent Memorandum of Settlement for a 2024-2027 Renewal Collective Agreement  
– Open for acceptance until 8:00PM on Feb 01, 2025**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and -**

**YORK UNIVERSITY STAFF ASSOCIATION UNIT 1**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL  
COLLECTIVE AGREEMENT**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute and a renewal collective agreement. The parties’ respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. YUSA and York will complete and report back to each other on the outcome of their ratification process by no later than 11:59 pm on Feb 11, 2025.

3. Term

The term of the renewal collective agreement shall be from August 1, 2024, to July 31, 2027, and shall have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out herein.

4. Lump Sum

- a. Employees in the bargaining unit on August 1, 2024 will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from August 1, 2024 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective August 1, 2024 by 3.10%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

- b. For clarity, any lump sum payments received as per 4a. by a former employee who was in receipt of a payment in accordance with the Voluntary Exit Program (the “VEP payment”), shall not result in an adjustment to their VEP payment.

5. Benefits

Proposed benefit improvements apply to full-time and part-time employees (Articles 29.01 and 29.02)

- A. Coverage improvements for the second year of the 2024-2027 collective agreement – i.e., effective August 1, 2025 – increases as follows:

- i. Increase global paramedical cap from \$3,000 to \$3,200

- B. Coverage improvements for the third year of the 2024-2027 collective agreement – i.e., effective August 1, 2026 – increases as follows:

- i. Increase Vision Care from \$625/24 months to \$700/24 months
- ii. Increase Vision Care Expenses from \$115/24 months to \$140/24 months

- 6. On without prejudice and without precedent basis, the Employer will pay to YUSA one time the amount of \$64,800 in recognition of the monies unspent over the life of the 2021-2024 York-YUSA Collective Agreement at Appendix B – “Retirement Pre-July 1, 1987”, by the first day of the second month following the ratification of the renewal collective agreement. This money is to be used by YUSA in a manner at its discretion for the members of the YUSA bargaining unit.

- 7. The Employer will provide to the Union the Letter set out at Schedule “E” upon ratification of the renewal collective agreement.

Further to the content of the letter set out at Schedule “E”, the parties commit to meeting within 4 months after the ratification of the renewal collective agreement to discuss the training described at Schedule “E” and potential enhancements to that training as it relates to the physical safety of employees.

- 8. Vehicle Guidelines for Job Related Usage

The parties commit to meet within 6 months after the ratification of the renewal collective agreement to discuss guidelines around the use of personal vehicles for work.

- 9. Co-op Opportunities

The parties commit to meet within 18 months after the ratification of the renewal collective agreement to discuss student co-op opportunities at York University.

- 10. The renewal collective agreement shall be in the same form as the predecessor 2021-24 Collective Agreement other than as modified by Schedule “A”, “B”, “C”, and “D” to this Memorandum of Settlement.

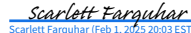
11. The University reserves the right to withdraw or amend any or all proposals set out at Schedule "A", "B", "C", "D" and "E" if all items not agreed to.
12. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
13. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement. As part of the housekeeping review, all references to YUSAPUY will be amended to YUSA throughout the agreement.
14. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

Dated in Toronto on February 01, 2025

For the Union:




Sonny Day  
President,  
York University Staff Association

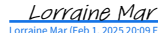


Scarlett Farquhar (Feb 1, 2025 20:03 EST)



Oliver Barich (Feb 1, 2025 20:10 EST)





Lorraine Mar (Feb 1, 2025 20:09 EST)



Wanda Hollingshead (Feb 1, 2025 20:05 EST)



Zeripha Moses (Feb 1, 2025 20:08 EST)



Sandra Bell (Feb 1, 2025 20:06 EST)

For the Employer:



Dan Bradshaw (Feb 1, 2025 19:47 EST)

Dan Bradshaw  
Assistant Vice-President,  
Labour Relations

"Anthony Barbisan"

"Debbie Montanera-Bojda"

"Paulette Burgher"

"Shirley Davidson Ashfield"

"Kaylie Gordon"

"Ryan Piper"

"Mario Verrilli"

## **Schedule “A” to Memorandum of Settlement for A Renewal Collective Agreement**

### **Proposal Regarding Salary for the Renewal Collective Agreement Period**

#### **1. Article 30.01 (Salaries)**

Effective August 1, 2024 increase all rates by 3.10%  
Effective August 1, 2025 increases all rates by 2.85%  
Effective August 1, 2026 increases all rates by 2.85%

#### **2. 30.02 Salary Ranges:**

See Schedule “A” to be calculated in accordance with Paragraph 1 of Schedule A above, upon ratification.

### **ARTICLE 37 – Duration of Agreement**

This Agreement shall continue in force and effect until July 31, ~~2024~~ 2027 and shall continue automatically thereafter for periods of one (1) year unless either Party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

## Schedule "B" to Memorandum of Settlement for A Renewal Collective Agreement

### Agreed to Items

#### Renew

##### Letters of Intent

Market Based Anomalies  
Pay Frequency

##### Letters of Understanding

Extra Hours of Work Agreement  
Long Term Disability Insurance  
Overtime Averaging Agreement for Recruitment Officers  
Post Retirement Benefits  
Protocol for Recovery of Salary Over-Payments  
Tuition Fee Waiver

#### ARTICLE 4 – No Harassment/Discrimination

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

#### ARTICLE 6 – Union Membership

- 6.04** Every three (3) months YusApuY will be provided with a complete and accurate list of all YusApuY members' name, employee ID number, **employment category (as per Article 32)**, department ID number, departmental offices, departmental phone numbers, residence addresses, phone numbers and York email addresses (where available), pay status, as most recently provided to the Employer. This shall commence with a list as of **April October 1, 2018 2025**. The list shall be provided in electronic form.

#### ARTICLE 7 – Union Representation

- 7.03** The Employer agrees to grant, without loss of normal salary, a two (2)-hour lunch period four (4) times during the period August 1, 2024~~4~~ to July 31, 2024~~7~~ for the purpose of (a) three (3) General Meetings and (b) a Ratification Meeting provided that YusApuY notifies ~~the Department of Human Resources and~~ Employee Relations ten (10) working days in advance of the meetings. For these meetings, YusApuY members who work at locations other than the Keele campus will be allowed reasonable additional time for travel, not to exceed one (1) hour, in order to be in attendance at the Keele campus. Six (6) members of the Executive Board of YusApuY shall be entitled up to a further nine (9) two (2)-hour lunch periods during the period August 1, 2024~~4~~ to July 31, 2024~~7~~ for the purpose of attending general membership meetings. In the event that YusApuY deems it necessary for a further two (2) members to be present at the above-mentioned two (2)-hour lunch period meetings, the Employer agrees to grant the necessary time off without loss of

normal salary provided that ~~the Department of Human Resources and~~ Employee Relations is advised of ~~the~~ **the members'** names five (5) working days in advance.

- 7.07 (a)** The appropriate YusApuY representative shall be permitted to meet with a new Employee (member of the YusApuY bargaining unit) once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of union membership. This meeting, which shall not exceed one (1) hour, shall take place during working hours at a time to be approved by the supervisor of the new Employee.
- (b)** The Employer agrees **and will inform an Employee** that ~~they~~ **an Employee** may have a Union Steward present at a meeting, initiated by management, the purpose of which, as clearly stated in the written or electronic meeting notification, is to discuss the Employee's assigned responsibilities and/or performance in the workplace. Unless otherwise informed in advance in writing, no more than two (2) management representatives shall normally be present during this meeting.

...

- 7.11** Incumbent Employees shall be notified when the Employer adds to, removes or otherwise alters the responsibilities of the position on an ongoing basis, at a meeting held pursuant to **Article 7.07(b)**. A copy of the revised Job Summary shall be given to the Incumbent(s) and a copy forwarded to the Compensation Office, who will then forward a copy of the final, official Job Summary to the Union.

## **ARTICLE 8 – Complaints/Grievances** **Status Quo.**

## **ARTICLE 9 – Mediation/Arbitration**

- 9.01** If a grievance is not settled at **Step 2**, it may be taken to mediation or arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice given to the other Party (in accordance with **Article 36**) no later than fifteen (15) working days following receipt of the **Step 2** response. The grievance shall normally be referred to the next available pre-scheduled monthly mediation. Each Party reserves the right to opt out of the mediation process on a grievance-by-grievance basis, ~~in exceptional cases.~~

## **MEDIATION**

- 9.02** The Parties shall meet on a quarterly basis to assign grievances to Mediation. The Parties shall schedule one mediation date every month with a Mediator from the following list:

- a. Eli Gedalof
- b. Marilyn Silverman
- c. Johanne Cave
- d. Kevin Burkett
- e. William Kaplan
- f. Chris Albertyn
- ~~g. Michelle Flaherty~~
- ~~h. Jasbir Parmar~~
- ~~i. John Stout~~

- g. Jesse Kugler
- h. Lindsay Lawrence
- j. Mark Wright

Subject to availability, one (1) Mediator shall be appointed in the above rotation once every month, but if any mediator is unavailable, the Parties shall proceed to the next mediator on the list.

## **ARBITRATION**

**9.08** Arbitrators shall be scheduled from the following rotation which may be amended annually by agreement of the Parties:

- a. Kevin Burkett
- b. William Kaplan
- c. ~~Michelle Flaherty~~
- e. Lindsay Lawrence
- d. Marilyn Silverman
- e. Stephen Raymond
- f. Eli Gedalof
- g. Chris Albertyn
- h. ~~John Stout~~
- g. Mark Wright

One (1) Arbitrator shall be scheduled from the above rotation so that an arbitration is scheduled once every month. This frequency may be altered by agreement of the Parties in writing, where appropriate, having regard for the volume of cases that remain unresolved after Grievance Mediation. If any arbitrator is unavailable for a date agreeable to the Parties, the Parties shall proceed to the next arbitrator on the list. The Parties will make their best efforts to have arbitrations scheduled at least fourteen (14) months in advance, with an even distribution of dates among the listed arbitrators.

## **ARTICLE 12 – Job Posting**

**12.01 (a)** If the Employer elects to fill a bargaining unit position (see **Article 32 – Employment Category**), the Employer shall endeavour to fill such positions as soon as practicable. YusApuY shall be notified of all approved job posting requisitions no later than ten (10) working days after such requests are received by the **University Services Centre** ~~Department of Human Resources~~. Such positions shall be posted as soon as possible. However, in the event it appears there will be a posting delay of sixteen (16) or more working days from Human Resources' receipt of a job posting requisition, the Employer shall notify YusApuY, in writing, of the reason(s) for the delay.

### **12.02**

**(b)** It is recognized that any Employee may apply for any job so posted, providing the Employer shall not be required to consider an Employee who has not successfully completed their probationary period, or any applicant who has accepted two (2) or more positions, other than temporary positions, under **Article 12**, in the previous six (6) months, or any Employee who would then hold two (2) positions



simultaneously. Further, an Employee who has accepted a Full-Time position as defined by Article 32 – Employment Category shall not be eligible for a Temporary or Limited Term position, also as defined by Article 32 – Employment Category, for a period of six (6) months following the Employee's start date in the Full-Time position.

### **ARTICLE 13 – Temporary Assignments**

- 13.03 (a)** If an Employee is temporarily assigned additional or alternative duties, by the Employer, a Temporary Assignment Form (TAF) setting out the additional or alternate duties and the date they are to begin shall be completed and signed by the Manager and Employee. Within forty (40) working days of the employee commencing the performance of Temporary Assigned additional or alternative duties, the TAF shall be submitted to the Department of Human Resources and Employee Relations to be evaluated by a Job Analyst according to the Joint Job Evaluation system to determine the applicable pay band. This evaluation, which shall be prioritized in the job evaluation queue by the Parties, will be reviewed by a Joint Job Evaluation Committee. Any change in salary shall be processed following this evaluation. Wherever possible, the evaluation shall be done prior to the start date of the Temporary Assignment and/or additional/alternative duties.

If the effect of such changes in assigned duties would be to raise the band above the current band of the affected Employee, the appropriate Job Rate shall become effective on the date these changes take effect. No Employee shall suffer a loss of pay as a result of such change.

### **ARTICLE 15 – Layoff and Recall**

#### **15.08 PRIORITY PLACEMENT**

- (a) (i) The Employee will select a range of bands for placement. The Employee's skills will be assessed by People Planning Talent, Acquisition and Development (TAD) unit within the Department of Human Resources and will complete testing where required. Once this assessment process is completed the priority placement process will commence and the candidate will be interviewed by the potential hiring Unit.
- (ii) For clarity, the range of bands includes the Employee's current band or their current band downwards.
- (e) If an Employee who is priority placed is concerned with the hours of the identified position (more than one (1) hour from the daily start time of the position from which the Employee has received job closure notice), the Parties will meet to resolve the issue. The Employer agrees that throughout these discussions the priority placement process will continue and will not adversely affect the Employee.

#### **15.09 BUMPING**

- (a) The Employee will select a range of bands for placement and bumping purposes. The Employee will be interviewed by the Department of Human Resources People

**Planning** and will complete testing where required. Once the assessment process is completed, placement and bumping will commence.

The Employee must be fully qualified in order to be considered for any identified position.

For clarity, the range of bands includes the Employee's current band or their current band downwards.

### **ARTICLE 17 – ~~Training~~ Learning and Development**

17.01 The Parties recognize the benefits of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through staff training. **Training Learning and development** shall be understood as an ongoing means of enabling Employees to maximize their skills and abilities.

(a) Employees who wish to attend courses offered during working hours by the Joint **Learning and Development Committee** ~~Training Program~~ and/or the ~~Technical Training Centre~~ **Employer** must have the approval of their supervisors. However, each bargaining unit member shall be granted a minimum of one (1) Initiatives course per year at a time to be agreed upon by the Employee and the manager. Employees will not suffer a loss of normal pay while attending such training program(s). The Employer agrees to make reasonable adjustments to working hours to accommodate individuals that work outside the regular working hours.

(b) Employees may request to **advance existing skills and/or** learn new skills that ~~are~~ **may not be** required in their current position but are offered ~~through~~ **by the Employer** ~~Talent Acquisition and Development (TAD), Department of Human Resources~~. The supervisor shall not ~~reject~~ **decline** such a request because the training is outside the scope of the Employee's position. However, it is understood an Employee shall not request unreasonable time off for such training.

(c) Departmental operating requirements shall be the major consideration in ~~granting~~ **approving** or ~~rejecting~~ **declining** such requests, which shall not be unreasonably withheld. A grievance concerning the application of this provision may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** and will be heard within seventy-two (72) hours of the receipt of the grievance.

17.02 The Parties agree to establish a Joint ~~Training Program~~ **Learning and Development Committee**, which shall include up to three (3) persons from the bargaining unit appointed by ~~YusApuY~~ **YUSA**, and up to three (3) representatives of the Employer. The mandate of this Committee, which shall be jointly chaired, shall include, but shall not be restricted to the development, implementation and evaluation of individual and/or group programs for members of the bargaining unit. The Committee shall also establish criteria and consider applications for payment or subsidization of the cost of maintaining certificates or designations required by the Employer of an Employee for the performance of their duties. The Employer shall allocate \$95,000 during each year of the Collective Agreement (August 1 to July 31).

17.03 The Employer will also make available to ~~YusApuY~~ **YUSA** \$40,000 effective August 1 of each year of the Collective Agreement for YusApuY-developed programs. It is

understood and agreed to by ~~YusApuY~~ **YUSA** that any such programs will not duplicate any developed under **Article 17.02** above, unless otherwise agreed to by the Parties in writing. If such training takes place during working hours prior approval for such leave must be obtained from the Employee's supervisor. Monies will be paid in a lump sum to ~~YusApuY~~ **YUSA** annually. An annual report of the disbursement of the funds, and a report on the amount of any outstanding funds, shall be provided by ~~YusApuY~~ **YUSA** to the Employer via the Director, Employee Relations, by July 15 each year.

17.04 Unused funds allocated under Article 17.02 and Article 17.03 in any given year above shall be carried over into the subsequent fiscal year. However, the amount available in the fund referenced at Article 17.03 shall not exceed the value of two (2) times the Employer's annual contribution to this fund.

**ARTICLE 22 – Bereavement Leave**

22.03 ~~Additional~~ **Vacation under the terms of Article 28 – Annual Vacations** or additional leave of absence without pay under the terms of **Article 20 – Leave of Absence without Pay, contiguous to a** ~~at the time of~~ bereavement may be requested and authorized under the terms of ~~Article 20 – Leave of Absence without Pay.~~

**ARTICLE 25 – Union Duty Leave**

25.01 (c) Union Duty Leave may be extended upon written notification to the Director, Employee Relations, ~~Department of Human Resources,~~ as set out in **Articles 25.01 (a) and (b).**

25.02 (d) Union Duty Leave may be extended indefinitely upon written notification to the Director, Employee Relations, ~~Department of Human Resources,~~ one (1) month prior to the completion of the previous leave.

**ARTICLE 27 – Paid Holidays**

27.07 Consistent with **Article 27.01** and **Article 27.03** above, for the calendar year-end holiday periods in each of the three (3) years of the contract, the Employer will observe the following combinations of grant days and holidays for YusApuY Employees who would not otherwise have been absent on any kind of approved leave:

	<b>Paid Holiday</b>	<b>Paid Holiday</b>	<b>Paid Holiday</b>	<b>Grant Day</b>	<b>Grant Day</b>	<b>Grant Day</b>	<b>Paid Holiday</b>	<b>Return to Work</b>
	Working Day Before Christmas	Christmas Day	Boxing Day				New Year's Day	
Observed 2024-2025	Tues, Dec 24	Wed, Dec 25	Thurs, Dec 26	Fri, Dec 27	Mon, Dec 30	Tues, Dec 31	Wed, Jan 1	Thurs, Jan 2
Observed 2025-2026	Wed, Dec 24	Thurs, Dec 25	Fri Dec 26	Mon, Dec 29	Tues, Dec 30	Wed, Jan 31	Thurs, Jan 1	Fri, Jan 2
Observed 2026-2027	Thurs, Dec 24	Fri, Dec 25	Mon, Dec 28 (for Sat, Dec 26)	Tues, Dec 29	Wed, Dec 30	Thurs, Dec 31	Fri, Jan 1	Mon, Jan 4

## ARTICLE 32 – Employment Category

### 32.07 LIMITED TERM

- (e) The Employee shall be entitled to the following on a prorated basis in accordance with the proportion of full-time hours and months worked:
- Personal Leave (Short-Term) with Pay (**Article 21**)
  - Maternity, Parental, Adoption and Paternity Leave (**Article 24.14**) except for the provisions under **Article 24.07**. Provisions of **Article 24.06** and **Article 24.13** will apply only if the ~~temporary~~ **Limited Term** position exists.
  - Paid Holidays and Grant Days (**Article 27**)
  - Sick Leave (**Article 19**)
  - Annual Vacations (**Article 28**)
  - Employee Benefits and Pension Plans (**Article 29.01**) if full-time; **Article 29.02** if at least fourteen (14) hours per week but less than twenty-four (24) hours per week
  - Salary Rates (**Schedule A**)

## ARTICLE 33 – General

### 33.01 (a) EMPLOYEE FILES

The Parties agree that the only official Employee File for each Employee is located in the Department of Human Resources ~~and Employee Relations~~. Employees shall have the right, during normal business hours and on notice in writing to the Department of Human Resources ~~and Employee Relations~~, to examine their file, and to make a copy of any document contained in that file. The Employee shall have the right to be accompanied by a Union Steward. Employees shall read any report concerning their work performance and shall initial such report to confirm that they have read it, before it may be placed in their file in the Department of Human Resources ~~and Employee Relations~~. Employees may comment in writing upon any report on their own performance, and at the Employee's request such comment shall be initialed by a representative of the Department of Human Resources ~~and Employee Relations~~, with one (1) copy being returned to the Employee, and one (1) copy added to their file in the Department of Human Resources ~~and Employee Relations~~.

### 33.03 TUITION FEE WAIVER BENEFIT PROGRAM

- (a) Employees, their spouse and eligible dependents shall be eligible to participate under the terms of Tuition Fee Waiver Benefit Program as amended from time to time.
- (b) Where operationally practicable and at least four (4) weeks notice is given, a manager and Employee may mutually agree to an Employee's request for time off during the working day to attend a York University class using accrued personal time, accrued vacation credits, accrued time in lieu or through mutually agreed upon flexible hours. In such instances where the Employee has been granted the time off to attend a class during work hours, a maximum of three consecutive hours per course, per week shall be granted for the

duration of the course. Each subsequent request for time off during the working day to attend a York University class will be submitted at least four (4) weeks in advance and will be evaluated based on operational needs and in fairness to other Employees who should make a request.

**ARTICLE XX – ELECTRONIC MONITORING and DATA PRIVACY [NTD] (article number subject to final housekeeping review)**

**XX.01** The University agrees that Employees in the YUSA bargaining unit have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form.

**XX.02** The University is committed to transparency with respect to its policies, guidelines and procedures regarding privacy of personal information, data protection, cyber security and electronic monitoring. Such policies, guidelines and procedures shall be accessible to Employees in electronic form at [link].

**XX.03** Prior to implementing any new or amended policies related to electronic monitoring of Employees in the bargaining unit, the Employer will advise and discuss same with the Association

**APPENDIX B**

This applies only to Employees who worked at least twenty-four (24) hours per week.

**POST RETIREMENT BENEFITS**

**~~I – Retirement Post – June 30, 1987~~**

The Employer agrees to provide benefits coverage for full-time, full-time sessional, and part-time, part-time sessional bargaining unit members whose regularly scheduled hours of work were at least twenty-four (24) hours per week, their spouses and dependent children, who retired ~~on or~~ ~~who will retire between July 1, 1987 and~~ **up to July 31, 2024 2027.**

...  
**~~II – Retirement Pre July 1, 1987~~**

~~During the term of this Agreement the Employer agrees to provide benefits coverage, as outlined in **Appendix B (I)** above, for full-time, full-time sessional, part-time and part-time sessional bargaining unit members who retired prior to July 1, 1987.~~

~~Effective August 1, 2021 the Employer agrees to allocate \$21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.~~

~~Effective August 1, 2022 the Employer agrees to allocate \$21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.~~

~~Effective August 1, 2023 the Employer agrees to allocate \$21,600 which will be distributed equally to cover expenses incurred by eligible bargaining unit members to an annual maximum to be determined each May.~~

~~No later than thirty (30) working days after the start of each fiscal year the Employer shall advise YusApuy of the total amount of funds available; the current number of eligible bargaining unit members; and the annual maximum amount available for reimbursement to each eligible bargaining unit member for that fiscal year.~~

~~It is agreed that the Parties shall meet during May of each year to review the usage of this benefit.~~

### APPENDIX C HEALTH AND SAFETY COMMITTEE STRUCTURE

The Parties agree that the structure shall include the following insofar as it relates to YusApuy and its members:

12. All health and safety concerns raised during a workplace inspection shall be recorded on a "Workplace Inspection Report" form signed by the worker member performing the inspection. The "Workplace Inspection Report" form will be forwarded to the appropriate area or department manager and to Health, Safety and Employee Well-Being (HSEWB) for inclusion in the Joint Committee file, normally within two (2) days of the inspection. The manager shall return copies of the completed report to all members of the JHSC, the Union office at yusapuy@yusapuy.ca and to the Joint Committee file, in care of HSEWB, normally within fourteen (14) days of receipt of the report. as soon as possible.
13. ~~The Vice President (Finance and Administration)~~ **Vice-President Equity, People and Culture** and/or appropriate designate(s) shall respond, in writing, within twenty-one (21) days of receipt, to written committee recommendation(s). A copy of the recommendations shall be attached to the minutes. The written response shall indicate the Employer's assessment of the applicable committee's recommendation and specify what action will or will not (with explanations) be implemented as a result of the recommendation. 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 YusApuy workplaces at yusapuy@yusapuy.ca.
16. The Employer shall post JHSC minutes, workplace inspection reports, JHSC membership lists and industrial hygiene testing reports on the ~~HSEWB yulink page~~ **JHSC website**.

### LETTER OF INTENT – JOB SUMMARIES

*Delete – moved to Article 7.11*

### **LETTER OF UNDERSTANDING – JOINT DECOLONIZING, EQUITY, DIVERSITY, AND INCLUSION (DEDI) COMMITTEE**

1. The Union and the Employer agree to maintain a **Joint DEDI** Committee, which will consist

of three representatives of each Party. ~~An~~ An effort will be made by the Parties to ensure diverse representation by members of equity seeking groups on the Committee. A representative of each party shall be designated as joint Co-Chairs. By mutual agreement of the Parties, the Committee may invite additional participant(s) to attend a meeting in order to respond to questions or provide their expertise as it pertains to an agenda item. Each Party may designate up to one (1) additional person on the Committee whose role shall be to support that Party's representatives on the Committee.

2. The Committee will meet quarterly on dates as mutually agreed to by the Co-Chairs.
3. The Committee's mandate will be to make recommendations to the Union and the Employer through the Labour/Management Committee (LMC) with respect to:
  - (a) The elimination of systemic barriers to equity group members, in order to allow for equitable opportunities for entry into and advancement within the bargaining unit, and for training opportunities.
  - (b) The Pursuit of equity group representation (as determined by Internal Self-identification Representation Data) in the bargaining unit that is consistent with External Availability Data.
  - (c) Depending on the nature of the recommendation and following its consideration of a recommendation from the Joint DEDI Committee, the LMC may mutually agree, or alternatively a party to the LMC (i.e., the Union or the Employer) may decide, to forward a recommendation to the Vice President Equity, People and Culture for consideration.

#### 4. Definitions:

- (a) Internal Self-identification Representation Data: refers to the self-identification data collected via self-identification surveys of current Employees conducted by the Employer.
- (b) External Availability Data: refers to the most recent Statistics Canada data for Federal Contractors Program Equity Groups applicable to occupations in the bargaining unit.
- (c) Federal Contractor Program (FCP) Equity Groups: refers to women, racialized groups (visible minorities), Indigenous peoples (Aboriginal peoples), and persons with disabilities; and
- (d) 2SLGBTQ+: The parties have defined 2SLGBTQ+ as an Equity Group in this LOU and wish to eliminate any systemic barriers to allow for equitable employment opportunities within the bargaining unit for this Equity Group. The inclusion of 2SLGBTQ+ as an Equity Group will not interfere with the Employer's Federal Contractor Program obligations.

2SLGBTQ+ encompasses individuals who self-identify based on sexual orientation, gender identity and/or gender expressions, including two-spirit, lesbian, gay, bisexual, transgender, trans, genderqueer, non-binary, questioning. This more detailed articulation is reflected in the University's most recent self-identification survey ~~as of November 24, 2021.~~

#### 5. Data:

The Employer, on an annual basis, will provide to the Committee, the equity data that it has available with respect to the bargaining unit, using the definitions set out above as a guide.

**6. Limitations:**

- (a) The Committee has no authority to amend, alter or interpret any provision of the Collective Agreement.
- (b) The Committee shall not breach the confidentiality of individual Employee matters and individual Employee Self-representation Data.

**(c) Reporting:**

The Committee will report on its activities to the Labour/Management Committee, no less than once every year, more frequently as mutually agreed to by the Co-Chairs.

**LETTER OF UNDERSTANDING – PILOT PROJECT: ARBITRATION FOR JOB  
EVALUATION**

For the period from the ratification of the ~~2021-2024~~ 2024-2027 Collective Agreement, and for the term of this agreement, including the statutory freeze period, or such other later date as may be mutually agreed to between the Parties, where a Joint Appeals Committee does not reach consensus per **Article 14.08(g)(iv)**, the matter that is subject of a non-consensus may be arbitrated as set out below. Further, for the same period referenced above, where a second Joint Job Evaluation Committee (JJEC) does not reach consensus per **Article 14.06(f)**, the matter that is subject of a non-consensus may be arbitrate as set out below by the mutual agreement of the Parties (failing such mutual agreement, the normal referral to the **Article 14.08** appeals process shall prevail).

Any matter which is referred to arbitration in accordance with the paragraph above prior to the conclusion of the Pilot Project shall be determined using the arbitration process set out below.

**Arbitration Process**

1. Within twenty (20) working days of:
  - a. The Joint Appeals Committee not reaching consensus as per **Article 14.08(g)(iv)**, the Parties will refer the matter to arbitration.
  - b. A JJEC not reaching consensus per **Article 14.06(f)**, the Parties may refer the matter to Arbitration by mutual agreement. If not referred to arbitration, the normal referral to the **Article 14.08** appeal process shall prevail.
2. Any outstanding disputes that have been referred to arbitration as per **Paragraph 1**, will be referred to one of the following arbitrators who shall be asked to sit on a rotational basis:
  - a. Laura Trachuk
  - b. Chris Albertyn



- c. Elizabeth McIntyre
3. The appointed Arbitrators shall have the powers as set out under the *Labour Relations Act* and the arbitration hearings will be conducted in the same manner as grievances referred to arbitration pursuant to the Collective Agreement.
4. A Joint Book of Documents (JBOD) will be provided to the Arbitrator six (6) weeks prior to the scheduled arbitration hearing which Book shall include the following:
  - a. The York-YusApuY Job Evaluation Plan;
  - b. The completed Statement of Significant Change Form for the position/job class being arbitrated, the completed Job Evaluation Questionnaire, organization chart, designated manager comments (if applicable), and when on file, the previous Job Evaluation Questionnaire and evaluation results, organizational chart and Job Summary, where applicable.
5. Six (6) weeks before the scheduled arbitration hearing the parties will exchange their respective written briefs on the outstanding issues, with copies provided to the Arbitrator. For clarity, briefs may include witness statements, if any.
6. In their respective briefs, the Parties will identify the documentation upon which they intend to rely and will append any documentation not already in the JBOD required in **Paragraph 4**, above.
7. Two (2) weeks prior to the commencement of the first scheduled day of hearing, the Parties will exchange their reply briefs in response to each other's briefs, providing copies to the Arbitrator at the same time.
8. No written submission, documentation or materials can be considered at the hearing that have not been provided by the Parties in conformity with the process set out above.
9. The Arbitrator shall issue a written decision as soon as possible after the conclusion of the hearing.
10. Notwithstanding **Article 14.09**, if a matter that is subject of a non-consensus is referred to arbitration, the retroactive pay shall not be finalized until the Arbitrator issues a binding decision.

#### **Jurisdiction of the Arbitrator**

1. The appointed Arbitrators shall have no jurisdiction to amend the Job Evaluation System, the Job Evaluation Process as set out at **Article 14**, or any agreed upon job classes and/or ratings.
2. The Arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding disputes referred to them, including all procedural issues to ensure a fair hearing, including whether cross-examination on the witness statements is appropriate in the circumstances. The Arbitrator may establish a schedule limiting the time available for oral submissions with respect to each dispute at the arbitration hearing.

3. The Arbitrator shall make their decision having regard to and in accordance with the requirements of the Collective Agreement, the Job Evaluation System, and applicable legislation, and may consider the Parties' agreed-upon ratings and rationales for other bargaining unit positions and sub-factors that are not in dispute.
4. The appointed Arbitrator will be expected to render a final and binding decision. The subfactor ratings determined by the Arbitrator shall be final and binding on the Parties and on any employees involved or affected by the decision and may be relied upon by either Party in subsequent rating deliberations. However, the arbitration award shall be considered non-precedential and nonbinding on other cases. Employee names will be anonymized in these awards.
5. The Parties shall share equally the fees and expenses of the appointed Arbitrator.

**LETTER OF UNDERSTANDING - WAGE REOPENER**

*Delete*

**LETTER OF UNDERSTANDING – FORM TO IDENTIFY CHANGES TO A JOB EVALUATION  
QUESTIONNAIRE**

*Delete*

## Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

### *Other non-monetary items*

#### **ARTICLE 11 – Discipline and Discharge**

- 11.03 (a)** If twelve (12) months elapse without further similar or related incidents, this letter, if regarding other than suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
- (b)** If eighteen (18) months elapse without further similar or related incidents, this letter, if regarding suspension or discharge, and all reference pertaining thereto shall be removed from the Employee file.
- (c)** Employees on a leave of absence, excluding Pregnancy, Parental, and Adoption Leave (Article 24), of greater than ten (10) consecutive working days shall have their discipline timeline as per Article 11.03(a) and (b) frozen until return from such leave. For clarity, an employee's discipline timeline shall not be frozen during a period of vacation.
- 11.04** A grievance concerning a discharge, reprimand, demotion, discipline or suspension without pay may be submitted directly at **Step 2 (Article 8 – Complaints/Grievances)** no later than **ten (10) ~~five (5)~~** working days following receipt of the letter provided for under **Article 11.02** above.

#### **ARTICLE 25 – Union Duty Leave**

**25.02**

- (e)**
- (iv)** In the case of the President of the Union, paragraph **(e)(iii)** shall apply only after ~~ten (10)~~ **twelve (12)** consecutive years of leave. In the case of the First Vice-President, and the Second Vice-President of the Union, paragraph **(e)(iii)** shall apply only after ~~eight (8)~~ **twelve (12)** consecutive years of leave. If, during that period, the Officer in question provides written notice of their intention to return from the leave before the expiry of the ~~eight (8)~~ **twelve (12)** years, or ~~ten (10)~~ **twelve (12)** years in the case of the President, the Employer shall reinstate the Employee to the Employee's former position, if it still exists, provided the Employee retains the qualifications and ability to perform the required work. Otherwise the Employee shall be entitled to the provisions of **Article 15 – Layoff and Recall**.

#### **ARTICLE 26 – Hours of Work and Overtime**

- 26.05 (a)** Employees shall be paid a premium of \$0.70 (**\$1.00 effective August 1, 2025**) per hour for all full scheduled hours of work, which fall outside the hours of 8:00 a.m. to 5:00 p.m.
- 26.12** An Employee shall be designated as being "on call" if the Employee has been scheduled to be available during other than that Employee's regularly scheduled hours of work, to respond to telephone inquiries or to messages received on any electronic communication

device. Employees who are scheduled for on-call periods shall be compensated as follows:

- (a) Scheduled on-call except as noted in (b)(ii) and (b)(iii) below:
  - (i) The Employee will be paid a basic \$2.00 (~~\$2.50~~ effective August 1, 2025) on-call stipend for each on-call hour.
- (b) Scheduled on-call during University Holidays or grant days:
  - (i) The Employee will be paid a basic \$3.50 (~~\$3.75~~ effective August 1, 2025) on-call stipend for each on-call hour.

### **ARTICLE 29 – Employee Benefits and Pension Plans**

#### **29.01**

- (d) **Dental** – Part B – current Ontario Dental Association Fee Guide with a change to the new O.D.A. Fee Guide on the first of the month following its announcement by the Ontario Dental Association. Effective the beginning of the calendar month following the date of ratification, coverage is as follows:
  - 100% coverage for basic services;
  - 70% for Prosthetic (dentures) expenses;
  - 85% for Orthodontic expenses up to an individual maximum lifetime benefit of \$5,000;
  - 80% for Restorative services (dental implants, caps, crowns and bridges) up to an individual calendar year maximum benefit of \$5,000.
- (e) **Vision Care** – 100% – Single coverage to a maximum of ~~\$425/24 months~~ (~~\$625/24 months~~) (~~\$700/24 months~~ effective August 1, 2026), no deductible. Single coverage to a maximum of \$350/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.  
**Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of \$115/24 months (~~\$140/24 months~~ effective August 1, 2026).
- (f) **Hearing Care** – 100% – Single coverage to a maximum of ~~\$1,500/36 months~~ (~~\$3000/36 months~~ effective August 1, 2022). An Employee may elect to pay any additional premiums required to extend coverage to family.
- (g) Any diagnostic laboratory testing not covered by OHIP to a maximum of ~~\$300.00~~ (~~\$400~~ effective August 1, 2023).
- (h) **Immunization** – ~~\$400~~ 200/maximum per year per family (~~\$400/maximum per year per family~~ effective August 1, 2022).

29.02

- (d) **Vision Care** – 100% – Single coverage to a maximum of ~~\$425/24 months~~ (\$625/24 months) (**\$700/24 months effective August 1, 2026**), no deductible. Single coverage to a maximum of \$350/24 months, no deductible, for Employees whose position requires them to wear safety glasses. This coverage may be used towards the cost of Laser Eye Surgery.

**Vision Care Expenses** – Single coverage for eye examinations performed by a qualified Optometrist to a maximum of \$115/24 months (**\$140/24 months effective August 1, 2026**).

- (e) Any diagnostic laboratory testing not covered by OHIP to a maximum of ~~\$300.00~~ (\$400 effective August 1, 2023 per year per family).
- (f) **Immunization** – \$400 ~~200~~/maximum per year per family (~~\$400~~/maximum per year per family effective August 1, 2022).

**LETTER OF UNDERSTANDING – HYBRID WORK**

Whereas the University has implemented a Hybrid Work Policy and related Procedure (collectively referred to as the “Policy”) effective September 1, 2022, that among other Employees, will apply to Employees in the ~~YusApu~~ **YUSA**-Unit 1 bargaining unit;

Now therefore the parties agree as follows:

- (1) Hybrid work is defined in the Policy.
- (2) The University will assess Hybrid Work Arrangements and requests for same reasonably having regard to the Policy.
- (3) If the University intends to make any changes to the Policy, ~~YusApu~~ **YUSA** will be provided with no less than one (1) month notice of the potential change and the targeted date of such a change, and such potential change will be discussed with ~~YusApu~~ **YUSA**.
- (4) When the University is assessing its duty to accommodate to the point of undue hardship, it is recognized that Hybrid Work Arrangements (including remote work) may be one form of such an accommodation.

**During the life of the 2024-2027 Collective Agreement, the Policy remains in force and effect.**

**LETTER OF UNDERSTANDING – PRE CLOSURES**

*Renew*

**LETTER OF UNDERSTANDING – STEWARD TRAINING**

*Renew*

**Schedule “D” to Memorandum of Settlement for A Renewal Collective Agreement  
“Surviving Settlements”**

**Parties in agreement to List A and List B – January 28, 2025**

**List A:**

- ~~1. Memorandum re: Housing dated May 28, 1991~~
- ~~2. Gr. 13-03 Settlement dated October 5, 1999~~
3. OLRB file 0074-00-U – Settlement dated October 7, 2003
4. Gr. 74-02 – Settlement dated January 11, 2005
5. Gr. 67-03, 68-03 – Settlement dated May 14, 2007
6. Gr. 90-06 – Settlement dated November 28, 2007
- ~~7. Gr. 05-10 Settlement dated May 20, 2010~~
- ~~8. Gr. 39-10 Settlement dated December 16, 2010~~
9. Memorandum re: K.W. dated March 10, 2015
10. Memorandum re: Exclusions Grievances – Transition of Employees dated May 5, 2011
11. Memorandum re: Transition of Foundation Employees dated May 5, 2011
- ~~12. Gr. 32-10 Points 5 and 6 only of Settlement dated June 30, 2011~~
13. Gr 31-04, 312-07, 13-08, 418-07,60-06,28-05,17-08 – Settlement dated November 8, 2011
14. Memorandum re: Expedited Exclusion Grievances dated November 06, 2012
15. Gr 97-04, 26-06, 347-07, 27-06, 316-07, 358-07, 387-07, 435-07, 299-07, 51-08, 42-04, 47-04, 48-04, 355-07, 364-07, 395-07, 438-07, 66-08, 410-07 – Settlement dated December 7, 2011
16. Memorandum re: Exclusion Grievances – Transition of Employees dated January 25, 2012

- ~~17. Gr. 53-11 – Award dated April 12, 2012~~
18. Gr. 54-11 – Consent award (Barry Fisher) dated May 3, 2012
19. Gr. 62-06 – Settlement dated August 20, 2012
20. LAS Gr. - Settlement dated January 8, 2013
21. Gr Nos.: 2019-080, 2020-084, 2021-038, and 2022-097 – Settlement dated March 01, 2023
22. Gr. 2021-082 – Settlement dated March 21, 2023
23. Gr.08-14 – Settlement dated April 12, 2016

**List B:**

*The following documents are as per the August 20, 2012, and January 8, 2016, Kaplan Awards:*

- ~~1. Gr. 23-95 – Settlement dated January 13, 1997~~
- ~~2. Gr. 18-01 – Settlement dated September 5, 2001~~
- ~~3. Gr. 07-05 – Settlement dated March 21, 2005~~
- ~~4. Gr. 06-00 – Settlement dated June 2, 2005~~
5. Gr. 104-06, 113-06 – Settlement dated August 9, 2007
6. Gr. 05-08 – Settlement dated March 11, 2009
7. Gr. 14-10 – Settlement dated December 13, 2011
8. Gr. 31-10 – Settlement dated January 11, 2013

**Schedule “E” to Memorandum of Settlement for A Renewal Collective Agreement**  
**“Letter from York University to YUSA”**

**DRAFT**

February 6, 2025

Dear Sonny,

During negotiations for a renewal agreement to the parties’ 2021-24 collective agreement we discussed the topic of physical safety with a focus on training and building security measures.

**Training**

Regarding training, in response to YUSA’s specific queries about de-escalation training, the University wrote to YUSA via email on December 6, 2024, indicating that: “... due to recent requests, both the De-escalation and Situational Awareness Training will now be offered twice a month during the school year, starting in January 2025. These sessions will be instructor-led by managers from the Community Safety team, who will be available to address any questions. These sessions will be open for registration through YULearn”.

Considering the focused delivery of training to LA&PS in January (see information below), open sessions for which employees register via YULearn did not occur in January. I understand sessions for the period February through to May will be posted shortly, following which the scheduling of future dates will be assessed.

The current plan to conduct this training is unchanged from the University’s December 6, 2024, email to YUSA.

Additionally, LA&PS conducted a similar faculty-wide training that was delivered by Community Safety. There were three sessions each occurring in January 2025. The attendance rate was as follows:

- 35 of our 36 CPM staff completed the training (97%)
- 207 of our 216 YUSA-represented staff completed the training (96%)

The 90-minute live virtual training session provided attendees with valuable skills and resources to enhance emotional intelligence and improve how we handle challenging situations. The sessions aimed to ensure that employees are better equipped to navigate challenging moments with more knowledge and confidence, contributing to a safer and more supportive work environment for all of us at the University.

**Building Security Measures**

As I believe you are aware, at the same period in which the parties were engaged in negotiations, extensive work was being performed to enhance building security measures in the Ross Building.



The scope of the work included the installation of maglocks on the 4th and 8th floors which was completed in December 2024. With that project complete, work is now being undertaken to improve physical access control for areas on the 7th floor as well.

The University has invested significantly in physical access control for its buildings in recent years and will continue to undertake projects where such a solution makes sense. This includes a current multi-year project to replace exterior doors to improve locking and facilitate card access. The University has also been undertaking the following additional steps with respect to safety and security measures on campus:

- Crime Prevention through Environmental Design (CPTED) audits of buildings to identify opportunities for improvements in physical and other safety measures.
- Ongoing building walkthroughs and monitoring of spaces using CCTV.
- Improved access to safety information for staff via the York U Safety app.
- An FAQ document on the Community Safety Department website to provide community members a comprehensive overview of homelessness including proactive and preventative measures (<https://www.yorku.ca/safety/individuals-experiencing-homelessness-frequently-asked-questions/>).

This letter shall be placed in the 2024-27 collective agreement booklet and shall not form part of the 2024-27 collective agreement. It will expire with the expiration of the 2024-27 collective agreement and shall be removed from the subsequent renewal collective agreement booklet.

Sincerely,

Dan Bradshaw










# 2025-02-01 745PM Memorandum of Settlement for a Renewal Collective Agreement - YUSA Unit 1


Final Audit Report

2025-02-02


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