

DELIVERED BY EMAIL

**DIVISION OF FINANCE &
ADMINISTRATION**

March 15, 2022

**Office of the Vice-
President Finance &
Administration**

York University Faculty Association
240 York Lanes
4700 Keele Street
Toronto ON M3J 1P3

Carol McCaulay
Vice-President Finance &
Administration

945 Kaneff Tower
4700 KEELE ST.
TORONTO ON
CANADA M3J 1P3
T 416 736-2100
EXT 33655

vpfa@yorku.ca
yorku.ca

Dear Professor Hilliker,

Let me begin by saying that the University remains committed to working hard during the ongoing mediation with YUFA to achieve a renewal collective agreement. We believe that if both parties are committed to this, a damaging strike can be avoided.

In your recent correspondence to Assistant Vice-President Labour Relations, Dan Bradshaw, you requested information regarding specific matters, and any operational and financial impacts that a YUFA strike might have on various services. There are many YUFA-represented colleagues who are new to York, and so I am writing to provide as much clarity and detailed information as possible.

Please note that we are trying to keep all matters as clear and consistent as possible across all aspects of professional responsibilities with important exceptions to minimize any impact on students and to maintain services for YUFA-represented colleagues related to health, safety, well-being, human rights, and mental health as well as essential research activities as elaborated below.

Salary and benefits

As is generally the case in a strike, the University would suspend pay for all faculty members, librarians and archivists represented by YUFA, for the duration of the strike, including those on approved sabbatical or any other research/education leave.

In the event of a strike, the University would continue to pay faculty members, librarians and archivists represented by YUFA who are on approved sick or maternity/parental leave for existing leaves as of the day of disruption. Coverage for employee benefits including extended health, dental, vision care, long-term disability (LTD), Voluntary Accidental Death and Dismemberment (VADD) plans for faculty members, librarians and archivists represented by YUFA will be suspended for the duration of any strike. To the extent permitted by the relevant provisions of the benefit plans and the benefit carrier(s) YUFA has the option to make arrangements with the University that would



ensure the continuity of benefit coverage by pre-paying in advance and in full the monthly cost of all required premiums (both employer and employee premiums) to the University. The attached Appendix A details the terms by which this can occur.

Please note that the period of any strike may impact the application of the elimination period for LTD benefits and the commencement of LTD benefits for an employee who qualifies for those benefits. In the event that an employee satisfies the requirements of the elimination period during a strike, LTD benefits would commence after the conclusion of the strike.

Since pension plan contributions are calculated as a percentage of an employee's pay, contributions cannot be made to a pension plan during a strike. Also, service in a pension plan does not accrue during a strike. Under the terms of the York University Pension Plan, reduced contributions (and service under the minimum guarantee provision) resulting from a strike would result in reduced pension benefits when an employee terminates, retires, or dies.

The University confirms that retiree benefits would continue in the event of a strike or lockout.

Expense claims

Expense reimbursement claims submitted before a strike commenced would be processed. All other expense claims would be processed at the conclusion of a strike.

Professional Responsibilities of YUFA Members

For clarity, further to your March 10, 2022, letter, it is the University's expectation that should YUFA commence a strike, faculty members, librarians and archivists represented by YUFA will cease to perform all professional responsibilities for the duration of the strike, including teaching, research (which I have dealt with in greater detail below) and service. All collegial service activities by faculty members, librarians and archivists represented by YUFA at the departmental, Faculty, or University levels would need to be paused during a strike. An exception would be made for faculty members, librarians and archivists represented by YUFA who are members of Senate Executive wishing to fulfill their special responsibilities under Senate Policy to address the academic implications of a labour disruption. The administration would support the deferral of all other matters of Senate business until the conclusion of a strike.

Research

Faculty members, librarians and archivists represented by YUFA would not have access to York campuses during the period of a strike except as in accordance with the parties' agreed to process under Article 6.02 of the Collective Agreement (see Appendix B attached). Research materials, research facilities, and equipment that require maintenance to ensure their viability after a work stoppage will be maintained.

Expenditures to be charged to research funds for the salaries of non-YUFA represented employees and other essential costs represented by existing recurring payments will continue to be processed.

The University would support requests to external funders for additional time that might be required due to a strike. The University does not intend to extend contract timelines for post-doctoral visitors and would respond to individual requests in this regard at the end of a strike, should a strike occur.

Purchases of capital equipment made prior to a strike will be honoured but no new purchases will be processed after the commencement of a strike. Services related to health, safety, well-being, human rights, and mental health will remain available. Other university supports and services would not be available to members, including research services, for the duration of a strike. Faculty members, librarians and archivists represented by YUFA will, however, continue to receive support from the office of the Vice-President Research and Innovation (VPRI) to complete and submit those external grant applications which were in progress and receiving research services support directly from the Office of VPRI before a strike commences. Competition for internal grant funds (administered by York) will not be run during a strike.

Other matters

Faculty members, librarians and archivists represented by YUFA would have access to York email addresses and other online platforms, with the exception of access to eClass. Faculty members, librarians and archivists represented by YUFA will not have access to eClass but may submit grades to the Office of their Dean or to the University Registrar.

Any graduate student defences or exams that must be delayed due to a YUFA strike would be rescheduled after the conclusion of the strike, with extensions as necessary on the advice of the Dean of Faculty of Graduate Studies. The same principles would apply to any undergraduate students who must complete final assessments in courses affected by a YUFA strike.

Faculty members, librarians and archivists represented by YUFA will have access to the services of the York Psychology Clinic, the Centre for Human Rights, Equity and Inclusion, and the Centre for Sexual Violence Response, Support and Education.

Faculty members, librarians and archivists represented by YUFA may access the York Psychology Clinic to provide ongoing services or supervision as necessary to maintain support to clients.

To minimize negative consequences of a YUFA strike on students, the University will advise and advocate with other universities on students' behalf regarding any expectation of faculty members, librarians and archivists represented by YUFA that is not fulfilled due to the strike.

Again, I reiterate that the University believes that a strike can be averted if both parties commit to the mediation process over the coming days. It is the University's sincere hope that a damaging strike does not occur, and a renewal collective agreement is negotiated. However, as with any operation we must prepare in the event that does not happen which is why in the coming days I expect that I will want to reach out to you to discuss other matters of "strike protocol" should we find ourselves in a situation in which YUFA decides to commence a legal strike.

Sincerely,



Carol McAulay
Vice-President Finance & Administration

cc: D. Bradshaw, Assistant Vice-President, Labour Relations
cc: A. Bereza, Director, Faculty Relations
cc: K. Skinner, York University Faculty Association

Appendix A

At York University the extended health, dental and vision care benefit plans are paid on an Administration Services Only (ASO) basis with an insurance carrier. Group Life Insurance (GLI) benefit plan costs are based on monthly premiums charged by an insurance carrier. The per month cost of maintaining extended health, dental, vision care and GLI benefit plan coverage for current employees is as follows:

Extended Health, Dental and Vision Care Plan:	\$910,560.00
Group Life Insurance:	\$ 85,739.00

These amounts have been determined by calculating the average monthly cost, based on the previous six months claims cost for the ASO based benefits, and the current actual monthly premiums charged by the insurance carrier for the premium-based (GLI) benefits.

Prepayment for the entire monthly cost of the benefit coverage for employees must be received prior to the work stoppage to avoid interruption.

The University will require separate cheques for the amounts identified above by no later than the day on which a labour disruption starts to maintain the employee benefit plan coverage. If a work stoppage extends beyond one month, the University will require two cheques for the amounts identified above at least seventy-two hours in advance of the commencement of the second month to maintain the employee benefit plan coverage.

As the Extended Health, Dental and Vision Care benefits are ASO, the University will conduct a reconciliation following any job action and either charge the Association for, or reimburse, any difference between the benefit continuation costs paid by the Association and the actual costs incurred.

Appendix B: Article 6.02

In the event of a strike or lock-out, employees whose ongoing research requires access to University facilities in order to prevent irreparable damage to research (such as the loss of live and/or decomposable materials) shall be allowed access to the facilities usually associated with such research. Such employees shall indicate to their Deans in advance of any strike or lock-out their access requirements. Such indication to their Deans shall be given by employees in writing within ten (10) days of a notice from the Minister of Labour pursuant to section 79 of the Ontario Labour Relations Act Article 6.02