

Without Prejudice
June 19, 2022

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT
BETWEEN:

YORK UNIVERSITY
(THE "UNIVERSITY" OR THE "EMPLOYER")
-AND-
YORK UNIVERSITY STAFF ASSOCIATION
(THE "ASSOCIATION" OR "YUSA")

Letter of Understanding – Excess Vacation Payout

Whereas in 2021-22 collective bargaining for a renewal collective agreement the Parties deleted the following language from the 2018-21 collective agreement: "The Parties agree that the taking of an annual vacation is in the Employee's interest. It is understood that Employees whose vacation credit accrual, is in excess of two (2) years' entitlement shall use up such excess vacation credit accumulation as quickly as is consistent with the Employee's preference and operational considerations".

And Whereas at the time of the deletion of the above noted language there remained approximately 300 YUSA Unit 1-represented employees (the "Employees") who held a vacation credit accrual of more than two (2) years' entitlement; and

And Whereas the Parties wish to address such excess accruals in respect of those employees with a vacation credit accrual of more than two (2) years' entitlement.

And Whereas it is the Parties' intention that in the future, Employees would be granted and would take vacation such that there not be Employees who hold a vacation credit accrual of more than two (2) years' entitlement.

Now therefore, the parties agree as follows:

1. Any such Employee as at the date of August 31, 2022, who wishes to receive payout of their vacation accrual in excess of 18 months may request such a payout by October 15, 2022.
2. The Employer will contact the Employees by September 15, 2022 to indicate that they are eligible to request such a payout and will provide them with instructions to make their request should they elect to do so.
3. For those Employees who request the payout, such payout will be made by no later than the December 2022 pay period.
4. For those employees who do not request such a payout by October 15, 2022:
 - a. Such employees will work with their manager to reduce their excess vacation accrual by no less than two (2) weeks a year, as of their anniversary date each year, until such time as their vacation accrual does not exceed 18 months.
 - b. Subject to Paragraph 4a, vacation shall be scheduled at a time that is consistent with operational requirements and employee preferences.
5. The LOU pertains to the matters as set out above only and is without prejudice and without precedent to any other matters between parties, including, without limiting the generality of the foregoing, Article 28 of the Collective Agreement.