

June 08, 2022
Without Prejudice

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")

Article 28

This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to the Articles set out in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to. All June 08, 2022 revisions to the employer proposal are highlighted in yellow.

| Union Proposal Feb 10, 22 | Employer Counter Proposal – April 07, 2022 | Employer Counter Proposal – June 08, 2022 |
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| <p style="text-align: center;">ARTICLE 28 – Annual Vacations</p> <p>28.01 Subject to Article 28.02 below, Employees will accrue the under noted vacation credits for each month in which they work fifteen (15) days or more, during their first and subsequent Anniversary Years (Article 31.02 – Definitions). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked.</p> <p>Except as noted below vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative. Such agreement, which shall be valid only within the original</p> | <p style="text-align: center;">ARTICLE 28 – Annual Vacations</p> <p>28.01 a) Subject to Article 28.02 below, Employees will accrue the vacation credits set out in Article 28.03 for each month in which they work fifteen (15) days or more, during their first and subsequent Anniversary Years (Article 31.02 – Definitions). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked.</p> <p>Except as noted below vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative. Such agreement, which shall be valid only within the original department, shall not have the result of allowing the Employee's</p> | <p style="text-align: center;">ARTICLE 28 – Annual Vacations</p> <p>28.01</p> <p>Employer withdraws its proposal to delete paragraphs 2 and 3 of Article 28.01 (un-numbered in 2018-21 collective agreement) and withdraws all proposed new language other than that which is responsive to YUSA's proposal (see "(d)" below)</p> <p>a) Subject to Article 28.02 below, Employees will accrue the vacation credits set out in Article 28.03 for each month in which they work fifteen (15) days or more, during their first and subsequent Anniversary Years (Article 31.02 – Definitions). For the purposes of entitlement, paid leave (including sick leave) will be considered as days worked.</p> <p>b) Except as noted below vacation credit accumulation in excess of one (1) year's entitlement shall be used within six (6) months of accrual unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative. Such agreement, which shall be valid only within the original department, shall not have the result of allowing the</p> |

department, shall not have the result of allowing the Employee's vacation credit accumulation to exceed two (2) years' entitlement.

~~Employees, other than those identified in paragraph 4 below, transferring to a new area with vacation credit accumulation in excess of one (1) year's entitlement shall use such transferred accumulation within eight (8) months of date of transfer unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative at the time of the transfer.~~

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. ~~Vacation restrictions or prohibitions shall be kept to a minimum and shall not exceed 4 months of the year.~~

~~vacation credit accumulation to exceed two (2) years' entitlement.~~

~~Employees, other than those identified in paragraph 4 below, transferring to a new area with vacation credit accumulation in excess of one (1) year's entitlement shall use such transferred accumulation within eight (8) months of date of transfer unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative at the time of the transfer.~~

~~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.~~

~~b) The Parties agree that the taking of an annual vacation is in the Employee's interest. Wherever operationally possible, Employees are expected to take their accrued vacation credits in the vacation year in which such credits are earned. Without limiting the generality of the foregoing, the University reserves the right to schedule at least the statutory minimum vacation entitlements under the Employment Standards Act, 2000 (Ontario) for a particular employee where such employee has not made reasonable efforts to schedule at least such minimum vacation.~~

~~c) Unless a written agreement is in place pursuant to Article 28.01(d), an employee's vacation credit accrual shall be limited to the equivalent of one (1) year's entitlement at the employee's~~

Employee's vacation credit accumulation to exceed two (2) years' entitlement.

c) Employees, other than those identified in paragraph 4 below, transferring to a new area with vacation credit accumulation in excess of one (1) year's entitlement shall use such transferred accumulation within eight (8) months of date of transfer unless otherwise agreed to, in writing, by the Employee and the Dean, Department Head or authorized representative at the time of the transfer.

~~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.~~

d) Where a department imposes a blanket restriction(s) on the taking for specified periods of time within a calendar year, such restrictions may not exceed a total of more than 18 weeks within a calendar year.

then-current credit level. Where (i) an employee has reached their maximum one (1) year accrual and (ii) no agreement in writing is reached between the University and the employee pursuant to Article 28.01(d), all vacation credits earned in a particular year that exceed the employee's statutory minimum vacation entitlements under the Employment Standards Act, 2000 (Ontario) shall expire and be lost at the conclusion of the applicable vacation year be scheduled for a time as determined by the Employee's Manager.

d) An employee who wishes to accrue and carry forward more than one (1) year's vacation credit accumulation at the employee's then-current credit level must obtain the written agreement of the Executive Officer (or equivalent) or authorized delegate of their respective department, Faculty or unit, as applicable. Such agreement, which shall be valid only within the original department, Faculty or unit and which automatically expires after twelve (12) months unless renewed in writing by the University, shall not have the result of allowing the Employee's vacation credit accumulation to exceed one and a half (1.5) years' vacation credit entitlement. Excess vacation accrual shall be used within six (6) months of accrual unless otherwise agreed to, in writing, as part of an agreement under this Article 28.01(d).

e) Employees transferring to a new department, Faculty or unit with a vacation credit accrual in excess of one (1) year's entitlement must use such transferred excess accrual within eight (8) months of the date of transfer unless otherwise agreed to, in writing, by the Employee and the Executive Officer (or equivalent) or authorized delegate of the new department, Faculty or unit at the time of the transfer.

f) Where a department imposes a blanket restriction(s) on the taking for specified periods of time within a calendar year,

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| | <i>such restrictions may not exceed a total of more than 18 weeks within a calendar year.</i> | |
| Union Proposal Feb 10, 22 | | |
| 28.02 The start of an Anniversary Year shall be delayed and adjusted by any time taken under Article 20 – Leave of Absence without Pay – that exceeds three (3) six (6) months. | | |
| Union Proposal Feb 10, 22 | | |
| 28.06 Sick leave may be substituted for vacation when Employees have demonstrated to the satisfaction of the Dean or Department Head that they, or a dependent child, parent, spouse/same sex-partner were incapacitated for three—(3) one (1) consecutive working days or more during their vacation. In the event that medical documentation is required to demonstrate entitlement to such leave it shall be submitted directly to Health, Safety and Employee Well-Being. | | |
| Union Proposal Feb 10, 22 | Employer agrees to language April 7, 2022 | Employer agrees to language April 7, 2022 |
| 28.07 When a Holiday, as defined in Article 27.01 – Paid Holidays and/or Grant Days , occurs or is observed by the Employer while an Employee is on vacation, the Employee shall be granted another day off with pay in lieu of the Holiday or Grant Day at a time to be mutually agreed upon by the Employee and the supervisor. | 28.07 When a Holiday, as defined in Article 27.01 – Paid Holidays and/or Grant Days , occurs or is observed by the Employer while an Employee is on vacation, the Employee shall be granted another day off with pay in lieu of the Holiday or Grant Day at a time to be mutually agreed upon by the Employee and the supervisor. | 28.07 When a Holiday, as defined in Article 27.01 – Paid Holidays and/or Grant Days , occurs or is observed by the Employer while an Employee is on vacation, the Employee shall be granted another day off with pay in lieu of the Holiday or Grant Day at a time to be mutually agreed upon by the Employee and the supervisor. |