



DELIVERED BY EMAIL

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**DIVISION OF FINANCE &
ADMINISTRATION**

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Dear Professor Perkins,

Let me begin by affirming that the University remains committed to working hard to expeditiously achieve a renewal collective agreement.

I am writing now to provide information related to university operations in the event a renewal collective agreement cannot be reached and there is a labour disruption (strike/lockout). In early 2022, when the University and YUFA were negotiating the 2021-2024 collective agreement, your predecessor reached out to ask for this information after YUFA had requested a “no-board notice”, so I share the following in hopes that you also find it helpful.

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 employees (hereinafter referred to as “Employees”) related to health, safety, well-being, human rights, and mental health as well as essential research activities as elaborated below.

In the event of a labour disruption, the following would be in effect until a renewal collective agreement has been achieved.

Salary and benefits

- All salary and all benefits (health, dental, vision, life insurance, etc.) would be suspended for Employees, for the duration of the labour disruption, including for those Employees on approved sabbatical or any other research/education leave.
- Employees who are on approved sick or maternity/parental leave for existing leaves (as of the first day of a strike) will continue to receive pay and benefits.
- Where possible, YUFA has the option to make arrangements with the University to pay the insurance premium fees and ensure the continuity of benefit coverage for its members. This would require a pre-payment of the full monthly cost of both employer and employee premiums to the University. The attached Appendix A details the terms by which this can occur.

- Expense reimbursement claims submitted before a labour disruption commenced would be processed. Expense claims for essential research activities that must continue during a labour disruption (i.e., those that are time-dependent and/or necessary to uphold obligations that are part of a collaboration or agreement with an external body) will be processed at the conclusion of the disruption. No other expenses should be incurred during the period of the labour disruption.
- The period of any labour disruption 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.

Pension and Retiree Benefits

- Pension plan contributions are calculated as a percentage of an Employee's pay, therefore contributions cannot be made during a labour disruption.
- Service in a pension plan does not accrue during a labour disruption.
- Retiree benefits continue in the event of a labour disruption.

Professional Responsibilities of YUFA Members

- Employees will cease to perform all professional responsibilities for the duration of the labour disruption, including teaching, research, and service, other than the specific exceptions noted below.
- All collegial service activities by Employees would be paused during a labour disruption. An exception would be made for Employees 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 labour disruption.

Research Activities

- Employees would not have access to York campuses during the period of a labour disruption except as in accordance with the parties' agreed to process under Article 6.02 (Essential Access During a Strike or Lock-Out) 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.

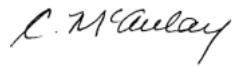
- The University would support requests to external funders for additional time that might be required due to a labour disruption.
- The University does not intend to extend contract timelines for post-doctoral visitors and would respond to individual requests in this regard at the end of a labour disruption, should a labour disruption occur.
- Purchases of capital equipment made prior to a labour disruption will be honoured. No new purchases will be processed after the commencement of a labour disruption.
- Employees 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 labour disruption commences.
- Competitions for internal grant funds (administered by York) will be paused during a labour disruption.

Other Matters

- Employees will not have access to eClass but will continue to have access to York email addresses and other online platforms and 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 labour disruption would be rescheduled after the conclusion of the labour disruption, with extensions as necessary on the advice of the Dean of Faculty of Graduate Studies. The same principles would apply to undergraduate students who must complete final assessments in courses affected by a labour disruption.
- Employees 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.
- Employees 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 labour disruption on students, the University will advise and advocate with other universities on students' behalf regarding any expectation of Employees that is not fulfilled due to the labour disruption.

The University believes that a collective agreement can be expeditiously negotiated without a labour disruption if both parties commit to achieving a renewal agreement over the coming days. However, as with any operation we must prepare in case this 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 “picket line protocol” should we find ourselves in a labour disruption.

Sincerely,



Carol McAulay
Vice-President Finance & Administration

cc: D. Bradshaw, Assistant Vice-President, Labour Relations
cc: A. Bereza, Director, Faculty Relations
cc: L. Goldring, Recording Secretary, 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), Long Term Disability (LTD), and Voluntary Accidental Death and Dismemberment (VADD) benefit plan costs are based on monthly premiums charged by an insurance carrier. The per month cost of maintaining extended health, dental, vision care, LTD, GLI, and VADD benefit plan coverage for current employees is as follows:

Extended Health and Vision Care Plan:	\$986,213.69
Dental:	\$364,445.15
Group Life Insurance:	\$79,572.10
Long Term Disability:	\$273,658.52
Voluntary Accidental Death and Dismemberment:	\$5,915.90

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 premiums charged by the insurance carrier for the premium-based 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 payment 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 payment 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 labour disruption 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 labour disruption 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.