MEMORANDUM OF AGREEMENT

BETWEEN:

YORK UNIVERSITY
(hereinafter called the "Employer")

-and-

YORK UNIVERSITY STAFF ASSOCIATION (YUSA), UNIT 2
(hereinafter called the "Union")

THE EMPLOYER AND THE UNION HEREBY AGREE to renew their collective agreement which expired on February 28, 2025, for a further term of THREE (3) years, subject to the following amendments, terms and conditions:

1. The parties' respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes.

2. This Agreement is subject to such ratification by the members of the bargaining unit and York University and upon ratification by both parties becomes a valid and binding collective agreement. If not ratified by the members of the bargaining unit by January 30, 2026, this Agreement shall be deemed to be of no force or effect.

3. The term of the Collective Agreement shall be from March 1, 2025, to February 29, 2028. The provisions of the renewal of the Collective Agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.

4. The Basic Hourly Rate of Pay will be increased across-the-board as follows;

   (a) March 1, 2025, increase all base salaries by 3.1% ATB

   (b) March 1, 2026, increase all base salaries by 2.85% ATB

   (c) March 1, 2027, increase all base salaries by 2.85% ATB

5. Employees in the bargaining unit on March 1, 2025 shall receive a lump sum payment, less deductions required by law, in an amount equal to the

difference between what they earned during the period March 1, 2025 to the date of ratification and what they would have earned during that same period of time if the March 1, 2025 salary increase as per this Memorandum of Settlement had been in effect from March 1, 2025 onward. This payment will be made on a regular bi-weekly pay date as expeditiously as practicable following ratification of the Memorandum of Agreement by both parties.

7. All offers and counteroffers not contained herein are hereby withdrawn. The terms of this Memorandum of Agreement constitute the full settlement of matters in dispute. There are no representations or undertakings, express or implied, other than those contained in the written agreement amended by this Memorandum, that shall form part of the Employer's or Union's Collective Agreement obligations.

8. The renewal collective agreement shall be in the same form as the predecessor 2022-25 Collective Agreement other than as modified by Schedule "A" to this Memorandum of Settlement. Unless expressly deleted or amended by this Memorandum of Agreement, existing Letters of Understanding are considered renewed.

Schedule "A" to Memorandum of Agreement

Agreed Items

1. ARTICLE 4 – NO HARASSMENT/DISCRIMINATION

4.08 (a) A grievance concerning the alleged breach of this Article may be submitted directly at Step 2 (Article 8 – Complaints/Grievances) of the grievance process within fifteen (15) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

(b) Where an Employee has filed a formal complaint through the ~~office of the Ombudsperson or~~ Centre for Human Rights, Equity and Inclusion, or Centre for Sexual Violence Response, Support and Education the time restrictions for filing a grievance as it pertains to the complaint will be considered suspended through the processing of the complaint by ~~the Ombudsperson or~~ the Centre for Human Rights, Equity and Inclusion or Centre for Sexual Violence Response, Support and Education.

2. ARTICLE 7 – UNION REPRESENTATION

7.05 (a) The Employer will recognize the President, First Vice-President or Second Vice-President, Chair of Bargaining, and up to four (4) members of YusApuY Unit 2 as the Bargaining Committee who shall be given time off during normal working hours without loss of pay and/or seniority while attending negotiation meetings with the Employer.

(b) Members of the Bargaining Committee on a regularly scheduled evening or night shift will be allowed to end their shift eleven (11) hours before the scheduled negotiating meeting without loss of pay or seniority.

(c) Members of the Bargaining Committee regularly scheduled for an evening or night shift that commences within eight (8) hours of the actual conclusion of the negotiating meeting will be given time off during such regularly scheduled working hours, without loss of pay or seniority.

(d) Where a member of the Bargaining Committee has shifts that fall within both paragraph (b) and paragraph (c), paragraph (c) shall apply.

(e) An Employee may be granted up to five (5) working days Union Duty Leave, without pay, to prepare for YusApuY Unit 2 bargaining, provided that:

(i) A written or electronic request for such leave has been submitted to the Employee's Supervisor at least five (5) working days in advance;
(ii) Such leaves are subject to approval by the University; and
(iii) For purposes of clarity, **Article 7.02** applies to these requests

(f)(i) *An Employee, with the supervisor's approval, may be granted up to two (2) working days Union Duty Leave, without pay, per calendar year, to attend to YUSA Unit 2 business, provided that a written or electronic request for such leave has been submitted to the Employee's supervisor at leave five (5) working days in advance.*

(ii) *In any calendar year, an Employee's use of Union Duty Leave shall not exceed four (4) separate occasions unless otherwise agreed upon by the Parties.*

(iii) *During Union Duty Leave the Employee shall continue to accrue seniority and any other entitlements provided for in this collective agreement.*

3. ARTICLE 9 – MEDIATION/ARBITRATION

Mediation Process

9.01 The Union and the Employer agree to undertake a mediation process to assist in resolving differences or disputes, except Exclusion grievances, arising between the Parties to this Agreement based upon the following:

(a) If the Parties fail to resolve a grievance after Step 2, the grievance shall normally be referred to the next 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~~. At each pre-scheduled monthly mediation, the Parties shall attempt to resolve all grievances processed, but not resolved, through the grievance procedure in the preceding month. If the number of grievances referred to mediation is impractical, the Parties may agree to schedule an additional mediation with a mediator on the agreed list, or to defer one (1) or more grievances to the next monthly mediation.

(b) The costs of the mediation shall be borne equally by the Employer and the Union.

(c) Resolutions are on a without prejudice, without precedent basis, unless otherwise agreed to by the Parties.

(d) If a mutually acceptable resolution is not reached, the grievance will proceed to arbitration, unless withdrawn or resolved subsequent to mediation.

(e) The Parties will not be represented by legal counsel in the mediation process unless they agree otherwise. The grievance may be referred to arbitration before the mediator, with the mutual agreement of the Parties. The mediator shall not be compellable as a witness in any subsequent proceeding relating to the grievance.

(f) The time limits in the grievance procedure shall be suspended until the completion of the mediation process.

(g) Nothing in this Article shall restrict the right of any Party from referring a grievance to arbitration under Section 49 of the Labour Relations Act, 1995, but where no such referral is made, this mediation process shall normally be completed before any grievance is referred to arbitration, subject to paragraph 9.01(a).

9.02 The Parties shall schedule one (1) mediation date every month with a mediator from the following list; this list may be amended annually by agreement of the Parties. If the Parties are unable to agree on changes to the mediator list, no changes shall be made during the term of the collective agreement.

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

9.03 If a grievance is not settled at mediation, the grievance may be taken to arbitration either under the provisions of Section 49 of the Ontario Labour Relations Act or by a written notice signed by the President of the Union and given to the ~~Associate~~ Director, Employee Relations no later than fifteen (15) working days following receipt of the Employer's written reply as required in **Step 2 (Article 8 – Complaints/Grievances).**

With regard to the arbitration process, Arbitrators shall be selected from the following rotation which may be amended annually by agreement of the Parties:

a. Kevin Burkett
b. William Kaplan
~~c. Michelle Flaherty~~
d. Marilyn Silverman
e. Stephen Raymond
f. Eli Gedalof
g. Chris Albertyn

9.04 One (1) arbitrator shall be appointed from the above rotation so that an arbitration is scheduled once every month. This frequency shall 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.

9.05 Cases referred to arbitration shall be assigned to arbitrators on the above list by mutual agreement of the Parties. Such assignment shall take place within ten (10) working days following the grieving Party's notice that the matter shall be referred to arbitration. If the Parties are unable to agree within ten (10) working days, the case shall be assigned in rotation to the next arbitrator on the list who has not yet been assigned a case. The Parties may agree to refer any grievance to an Arbitrator who is not on the agreed list.

~~**9.06** Notwithstanding **Article 9.03** above, the Parties may agree to refer a grievance to a three (3) person Board of Arbitration. If the Party referring a grievance to arbitration proposes this, the written notice shall contain the name and address of the Party's appointee to the Board. The responding Party shall advise whether it is in agreement with the~~

~~appointment of a three (3) person Board of Arbitration, and if so, shall provide the name and address of its appointee to the Board no later than ten (10) working days following receipt of the referring Party's written notice. The two (2) appointees shall, within ten (10) working days, select an impartial chair who may or may not be on the list referenced in **Article 9.03**. Failing agreement within this time, either Party may request the Minister of Labour for the Province of Ontario to select a Chair. If the responding Party does not agree with the appointment of a three-person board, the grievance shall be dealt with in accordance with **Articles 9.04 and 9.05**.~~

9.07 When referring a grievance to arbitration:

The written notice shall contain the details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated, and the relief sought from the arbitrator~~ or arbitration board~~.

9.08 The arbitrator ~~or the arbitration board~~ shall hear and determine the matter in dispute and issue an award which shall be final and binding upon the Parties to this Agreement. The arbitrator ~~or arbitration board~~ shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.

9.09 (a) The Parties agree that the Grievor(s) and the Union Steward shall be
given sufficient release time, paid by the Employer, from their work duties and responsibilities in order to attend the arbitration preparation meeting(s) and the arbitration hearing(s)/mediation(s).

(b) Each Party shall bear the expenses of all other representatives, participants and witnesses and for the preparation and presentation of its own case.

(c) The fees and expenses of the Arbitrator shall be borne equally by the Parties.

4. ARTICLE 10 – SENIORITY

10.01 An Employee attains seniority upon completion of the probationary period (see **Article 15.01 - Probation),** however seniority, on completion of probation, shall be calculated in hours worked~~, beginning **September 7, 1997**, or for those hired after that date, from the date of hire~~.

5. ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 All Employees shall be accompanied by a Union Steward on the occasion of a meeting with no more than two (2) representatives of management, unless otherwise agreed to by the Parties, where discharge, reprimand, suspension, demotion or other disciplinary action is to be discussed.

11.02 An Employee who is discharged, reprimanded, suspended, demoted or otherwise disciplined shall be sent a letter confirming this action no later than five (5) working days *following the meeting referenced at Article 11.01.* This letter shall clearly outline the reason(s) as discussed and shall provide the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to the YusApuY office and the Director, Employee Relations and placed in the Employee's Employee file in the hiring department.

11.03 (a) If twelve (12) months elapse without further similar 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 19), 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.*

6. ARTICLE 12 – JOB POSTING

12.01 (a) If a hiring unit elects to fill a part-time bargaining unit position, which will last more than one (1) month it will be posted electronically, including on an Employer-administered career page and may also be posted in the hiring unit, with a copy of the posting sent concurrently to Human Resources. A copy of the job postings will be sent electronically to the Union *quarterly in January, April, July and October.* ~~twice per year, in January and July~~.

(b) If a hiring unit elects to fill an interim bargaining unit position:

(i) the request may be forwarded to the York University Temporary Agency (YUTA) or its successor, which will consider any applications it has on file from members of the bargaining unit, with due regard for relevant skills, demonstrated ability, availability, experience and seniority before hiring new employees; or

(ii) the position will be posted electronically, including on an Employer-administered career page and may also be posted in the hiring unit, with a copy of the posting sent concurrently to Human Resources. A copy of the job postings will be sent electronically to the Union *quarterly in January, April, July and October*. ~~twice per year, in January and July~~..

(c) Any newly created position which is to be posted by a hiring unit or filled by YUTA shall be evaluated for purposes of placement in the appropriate pay band. The position will be evaluated by a job analyst using the YUSA 2 job evaluation tool. The evaluation will be confirmed through the joint sore thumbing process.

(d) In the event of a dispute between the Parties after the joint sore thumbing process is complete, the Parties shall prepare a written summary outlining the area(s) of disagreement and the rationale for the differing viewpoints and submit the summary to the Compensation Office. The Compensation Office shall forward all job information including the written summary to the Labour/Management committee within five (5) working days, for binding resolution.

…

12.11 *Unsuccessful applicants who have been interviewed shall be notified no later than ten (10) working days following the date of hire of the successful applicant(s), or a decision is made that no applicant(s) will be hired, for the posted position.*

7. ARTICLE 16 – HEALTH & SAFETY

16.01 (a) York University requires that:

(i) health and safety be a primary objective in every area of operation, and

(ii) all persons utilizing University premises comply with procedures, regulations and standards regulating to health and safety.

(b) The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and shall comply with the current Ontario Occupational Health and Safety Act.

(c) The Employer agrees that occupational health and safety encompasses:

(i) striving for a hazard-free workplace;

(ii) the prevention of work-related injuries and illnesses.

(d) The Employer recognizes the right of workers to be informed about hazards in the workplace, to participate in Health and Safety Committees, to be provided with appropriate training, to be consulted and have input, to receive fair representation by a worker member of the ~~YusApuY~~ Applicable Joint Health and Safety Committee and the right to refuse unsafe work consistent with the current Occupational Health and Safety Act.

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16.02 **(a)** **(i)** ~~The~~ ~~YusApuY~~ Joint Health and Safety Committee *members* shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.

(ii) The Employer agrees to continue education on safety and security procedures for Employees.

(b) Incidents and accidents that occur at the workplace shall be reported/investigated in accordance with the York University ~~Accident Response/Investigation program~~ *Incident Investigation Program*. Copies of the Accident Investigation report will be sent to the appropriate *Joint* Health and Safety Committee.

16.03 Where the wearing of protective clothing (with the exception of safety shoes – Article 16.04), equipment or devices is prescribed by the Occupational Health and Safety Act, or where the Parties deem it desirable, the wearing of same shall be a condition of employment. The Employer shall assume all expenses in providing and maintaining such clothing, equipment or devices.

16.04 **(a)** Employees who are required to wear safety shoes or boots shall, upon providing the Employer with satisfactory proof of purchase, be reimbursed up to $250.00 every two years, for the purchase of such approved shoes or boots where the wearing of same is a condition of employment.

(b) The Employer will provide non-prescription safety glasses to Employees who are required to wear them as a requirement of the position.

16.05 ~~At an Employee's written request to YusApuY Unit 2, the appropriate representatives of the Parties agree to meet promptly, with a view to resolving concerns related to security at work.~~

At an Employee's written request to the Union ~~YusApuY Unit 2~~ and the Employer, the Parties agree to meet within seventy-two (72) hours in a Labour/Management setting with a view to resolving concerns related to security at work.

16.06 **(a)** At the Employee's written request to the Union, the Parties agree to meet without delay in a Labour/Management setting with a pregnant or nursing Employee with a view to resolving their concerns within a reasonable time relating to their health and safety at work which may also include working with a computer work station.

It is also agreed that, if the Employee so request, they will be removed from the situation in which they feel at risk – in which case they will be assigned to other duties – until the meeting has been held. The Employer shall make every reasonable effort to resolve those concerns. However, if the Employee's concerns are not then resolved to their satisfaction, the Employee shall, upon their written request, be granted a leave of absence without pay.

(b) An Employee who is highly sensitive to hazards in the workplace and has concerns about their immediate health and safety should first raise the issue within a reasonable time with their supervisor/manager with a view to resolving their concerns. An Employee may be assisted by a worker member of the ~~YusApuY~~ *applicable* Joint Health and Safety Committee any time during this process.

In the event that the Employee's concerns are not resolved, the appropriate representatives of the Parties agree to meet with the Employee promptly following the request.

(c) The Employer shall make every reasonable effort to notify Employees and provide information to Employees of hazards in the workplace prior to the start of a renovation or construction project.

16.07 The Employer shall provide, at the Union's specific request, information regarding the identification and quantification of hazards of materials, processes and equipment and with test results of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety.

The Employer also agrees to notify the Union of testing dates and to allow a worker member of the ~~YusApuY~~ *applicable* Joint Health and Safety Committee to be present when the tests are performed.

16.08 The Employer shall continue to have a Working Alone Program for the protection of employees who may work alone. A ~~copy of the~~ *link to the* Program will be given to all new employees and will be posted on all Health and Safety bulletin boards as well as on the Employer's website.

16.09 (a) YusApuY members shall not be appointed as Area Health and Safety Officers or back-up to designated Area Health and Safety Officers;

(b) The Employer shall maintain a current list of Area Health and Safety Officers on the website of Health, Safety and Employee Well-Being (HSEWB).

16.10 Any Employee required to operate equipment requiring safety precautions, the use of protective devices, and/or safe handling procedures, shall receive information instruction and/or training by the Employer as required to ensure the health and safety of the Employee and the safe operation of the equipment or such other training as may be required under the Act.

~~**16.11** At an Employee's written request to YusApuY and the Employer, the Parties agree to meet within seventy-two (72) hours in a Labour/Management setting with a view to resolving concerns related to security at work.~~

8. NEW ARTICLE 17 – SICK LEAVE

17.01 Commencing the date of ratification of the 2022-2025 renewal collective agreement, all Employees who have successfully completed the probationary period are eligible for fourteen (14) hours of sick leave without loss of pay in each one-year period of January 1 to December 31. Unused sick leave cannot be carried over to the next calendar year and will not be paid out. Sick leave is for the exclusive purpose of providing income support when an Employee is medically incapable of working due to non-occupational illness or injury.

ARTICLES HEREAFTER TO BE RENUMBERED ACCORDINGLY.

9. LETTER OF UNDERSTANDING – EMPLOYEES OF THE INSTUTUTE FOR SOCIAL RESARCH

Renew.

10. 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 YusApuY-Unit 2 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, YusApuY 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 YusApuY.

(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.

The Policy will remain in force and effect until July 31, 2027, or such later date as determined by the Employer.

11. LETTER OF UNDERSTANDING – JOINT COMMITTEES

Renew.

12. LETTER OF UNDERSTANDING – PAID LEAVE

Interim Employees

a. An interim Employee, who has completed ~~a~~ *their* probationary period ~~of three hundred and twenty-five (325) hours~~, shall be entitled to two (2) hours of paid leave time for each one hundred (100) hours worked thereafter of an interim assignment.

b. It is understood that this paid leave time may only be taken during the assignment in which it is earned and cannot be accrued from one (1) assignment to another.

Part-time Employees

a. A part-time Employee, who has completed ~~a~~ *their* probationary period ~~of three hundred and twenty-five (325) hours~~, shall be entitled to one (1) hour of paid leave time for each one hundred (100) hours worked thereafter of a part-time contract.

b. It is understood that this paid leave time may only be taken during the part-time contract in which it is earned and cannot be accrued from one (1) part-time contract to another. Entitlement to these provisions, for Employees who have completed ~~the~~ *their* probationary period ~~of three hundred and twenty-five (325) hours~~, will commence with the start of their first new part-time contract following ratification of this collective agreement.

An employee who has earned their eligibility for this paid leave shall request the time for the leave in writing or electronically to be submitted to the supervisor at least five (5) days in advance.

The Parties agree to these provisions on an experimental basis during the term of this collective agreement. These provisions shall be subject to review at negotiations. The Parties will meet at the request of either party to review the operation of these provisions and to discuss any changes that may be appropriate.

12. LETTER OF UNDERSTANDING – WAGE RATES

Renew.

13. LETTER OF INTENT – UNION ORIENTATION

1. *During negotiations for a renewal of the 2022-2025 Collective Agreement, the Union requested the Employer's assistance in communicating with new employees in the bargaining unit for the purposes of those employees attending a meeting as described at Article 7.06 of the Collective Agreement.*

2. *In response to this request, the Parties have agreed to this Letter of Intent, the purpose of which is to indicate that within six (6) months of the ratification of the renewal agreement to the 2022-2025 Collective Agreement, the Parties will meet for the purposes of discussing ways in which the Employer may assist the Union with identifying and communicating with new employees in the bargaining unit for the purpose of their attendance at an Article 7.06 orientation.*

This Letter of Intent shall be included in the booklet for the renewal of the 2022-2025 Collective Agreement and removed from the Collective Agreement booklet for the subsequent renewal Collective Agreement.

SIGNED AND DATED 20TH DAY OF JANUARY 2026.

For the University:

Ryan Piper (Jan 20, 2026 21:44:38 EST)

Ryan Piper

Samara Barak (Jan 20, 2026 21:38:38 EST)

Samara Barak

Alexandra Provenzano (Jan 20, 2026 21:41:10 EST)

Alexandra Provenzano

Darren Craig (Jan 20, 2026 21:42:00 EST)

Darren Craig

Sasa Nestorovic (Jan 20, 2026 21:47:36 EST)

Sasa Nestorovic

Kim Servinis

For the Union:

Sonny Day

Sonny Day

Wanda Hollingshead (Jan 20, 2026 21:37:35 EST)

Wanda Hollingshead

Scarlett Farquhar

Gia Ysabel Ochoa (Jan 20, 2026 21:39:09 EST)

Gia Ysabel Ochoa

Memorandum of Settlement York-YUSA2 Jan 20-835pm

Final Audit Report 2026-01-21

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Document e-signed by Sonny Day (sonny@yusapuy.ca)

Signature Date: 2026-01-21 - 2:57:28 AM GMT - Time Source: server- IP address: 142.188.236.132

Agreement completed.

2026-01-21 - 2:57:28 AM GMT

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