

LETTER OF UNDERSTANDING

BY AND BETWEEN:

YORK UNIVERSITY ("THE EMPLOYER")

AND

THE YORK UNIVERSITY FACULTY ASSOCIATION ("YUFA")

Effective the date of execution of this letter of understanding and until the expiry of the current 2006-2009 Collective Agreement:

- 1 In order to be eligible for the pension top-up provision under Article 14.05(a)(i), employees must confirm in writing that the sabbatical for which they are requesting the top-up provision is indeed their final sabbatical and that they are waiving their entitlement to any subsequent sabbaticals.
- 2 (a) Faculty accumulating 3 to 5 years of sabbatical credit as of their normal retirement date and who elect to have a six month sabbatical at 80% salary or a 1.0 FCE reduction in teaching load with no reduction in salary in the year immediately preceding their normal retirement date pursuant to Article 14.05(a)(iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date;  
(b) Faculty accumulating 6 years of sabbatical credit as of their normal retirement date and who elect to have a 12 month sabbatical at 80% salary in the year immediately preceding their normal retirement date pursuant to Article 14.05(a)(iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date.
3. The provisions of Article 14.05(a) otherwise apply in their entirety, and faculty who elect any of these provisions are not obligated to retire on their normal retirement date, notwithstanding the agreement of the parties that the original intent of the provisions was to provide employees with certain sabbatical-related provisions, including the opportunity to use accumulated sabbatical credit, prior to their retirement on their normal retirement date.
4. This letter of understanding does not constitute an amendment of the 2006-2009 Collective Agreement and is without prejudice to any proposals tabled by either party concerning Article 14.05 or any other Article in negotiations for the successor Collective Agreement to the current Collective Agreement.

Dated:

*June 12, 2007*

For the Employer

For YUFA