**October 27, 2023, Employer Without Prejudice or Precedent Framework for Settlement**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 2**

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL**

**COLLECTIVE AGREEMENT – UNIT 2**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of collective bargaining from October 27 to November 30, 2023.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2023 by 3.0%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B” and “C” to this Memorandum of Settlement.
5. All other proposals not included in this Memorandum of Settlement are withdrawn.
6. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
7. Article numbers set out in Schedules “A” and “B” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “C”.

**Schedule “A” to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposal Regarding Bill 124 Wage Re-Opener**

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.

2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s)should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its membersreceive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.

3. Should these discussions result in the ratification of a Memorandum of Settlement for a multi-year renewal collective agreement and in the event that Bill 124 is upheld at either the Ontario Court of Appeal or the Supreme Court of Canada, which results in Bill 124 having been or being in force and effect, the parties shall meet to determine the nature and extent of monies required to be repaid to the University by employees in the CUPE 3903 bargaining unit(s)to be compliant with Bill 124. If the parties are unable to reach agreement in this regard, Eli Gedalof will be seized as mediator, and if necessary, arbitrator, with respect to determining any remedies.

4. Effective September 1, 2022, an increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of 3.0%.

5. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2022, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

**Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposals Regarding Salary and Collective Agreement Funds**

1. **Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement)**

Increase salary rates in 10.04.1 and authorized replacement rates in 15.03.1 by

* 3.0% effective September 1, 2023;
* 2.5% September 1, 2024;
* 2% September 1, 2025.

 **2.** **Collective Agreement Funds**

Increase the following Funds by 1% in each of the 2023-24, 2024-25, and 2025-26 contract years:

| Article 15.12.1 | Childcare Fund |
| --- | --- |
| Article 15.19 | Professional Development Fund |
| Article 15.24 | Equity Fund |
| Article 15.30 | CUPE 3903 Benefits Fund |
| Article 20 | Ways and Means Fund |

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other Proposals**

The University will be reviewing the proposals it has tabled to date as well as items of mutual interest from proposals tabled by CUPE and will provide a comprehensive set of proposals for settlement at the parties’ November 7 meeting or at the earliest date thereafter. Agreement to all proposals in this Comprehensive Framework, including Schedules “A” and “B”, is subject to agreement to all items that will be contained in Schedule “C”.