The following proposal is applicable to the Unit 2 collective agreement and will form part of the Employer’s Schedule “A” and Schedule “B” which states:

**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~~ 3.75%.

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~~ 2.75% September 1, 2024;
* ~~2.0~~ 2.25% 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 15.12.14 | 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 |