

MARCH 7, 2024 UNIVERSITY WITHOUT PREJUDICE PROPOSAL, OPEN FOR ACCEPTANCE ON OR BEFORE
MARCH 11, 2024 AT 4:30 PM AND IF NOT ACCEPTED ON OR BEFORE THAT DATE AND TIME THE
PROPOSAL IS WITHDRAWN IN ITS ENTIRETY

Memorandum of Agreement

Between

York University

And

CUPE 3903 Unit 2

Re: Use of Mediation and Binding Interest Arbitration with Respect to the “Bill 124 Moderation Period”
and the 2023-26 Renewal Collective Agreement

Whereas the University and CUPE 3903 Unit 2 are desirous of concluding negotiations for a 2023-26 renewal collective agreement and pursuant to and in accordance with the provisions of section 40 of the *Labour Relations Act, 1995* wish to irrevocably agree in writing to refer all matters remaining in dispute between them regarding Bill 124 issues and the terms and conditions of the renewal collective agreement to a mutually agreed sole mediator-arbitrator for mediation and, if necessary, for final and binding determination on the terms and conditions set out herein.

And Whereas the University and CUPE 3903 Unit 2 agreed to a Letter of Understanding as follows:

The parties hereby understand and agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to August 31, 2023), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the employer’s financial position. This Letter of Understanding will expire on August 31, 2023.

And Whereas the above noted Letter of Understanding has expired.

And Whereas the above-noted Letter of Understanding did not include any kind of dispute resolution mechanism in the event the parties were unable, following negotiations, to reach an agreement with respect to re-negotiating the portions of those salary and compensation provisions of the applicable collective agreement that were limited by Bill 124.

And Whereas the “residual” amount of compensation remaining in each of the 3 years after a 1% salary increase was spent on other non-salary compensation improvements, specifically various funds as directed by CUPE 3903 Unit 2, such that employees in the bargaining unit have already received compensation increases in the form of these fund improvements.

And Whereas notwithstanding the Letter of Understanding set out above did not include any kind of dispute resolution mechanism, the University is proposing and prepared to agree to a without prejudice

mediation and if necessary, interest arbitration with CUPE 3903 Unit 2, subject to the terms and conditions set out below:

1. This proposal is subject to and conditional on the University and CUPE 3903 Unit 2 first agreeing to a sole mediator-arbitrator.
2. Prior to any interest arbitration, the University and CUPE 3903 Unit 2, would first participate in a mutually agreed without prejudice mediation process to see if it might be possible through mediation to resolve all matters remaining in dispute without resort to interest arbitration. The University is prepared to schedule a mediation on an expeditious basis, including, if necessary, on one or more mutually convenient weekend dates later in March or early April of 2024.
3. The sole issues in respect of the without prejudice mediation process, or interest arbitration, if necessary, will be:
 - a. whether in respect of the 3-year Bill 124 moderation period there should be any additional across-the-board salary increases, in addition to the 1% across-the-board salary increases under the 2020-23 collective agreement; and
 - b. in respect of a 3-year renewal collective agreement, any across-the-board salary increases, and any non-salary compensation increases as set out at Article 17 (Leaves), Collective Agreement Funds as follows: Articles 15 and 20 (Ways and Means Fund).

For clarity, in connection with any interest arbitration proceedings, the interest arbitrator would have no jurisdiction to make any interest arbitration award other than according to the terms of Paragraph 3 a and b above, and if all issues are not resolved through the without prejudice mediation process, in any interest arbitration proceedings the arbitrator's jurisdiction would be limited to those matters set out in Paragraph 3 a and b above.

4. In circumstances where:
 - a. In respect of paragraph 3 a above there is either a mediated agreement, or an arbitral decision, providing for an across-the-board salary increase, in addition to the 1% across-the-board salary increases already provided, in any year of the applicable collective agreement; or
 - b. In respect of paragraph 3 b above there is either a mediated agreement, or an arbitral decision, providing for an across-the-board salary increase retroactive to September 1, 2023;

Employees in the CUPE 3903 Unit 2 bargaining unit as of the date of any mediated agreement or arbitral decision, or commencement of a pay period thereafter as may be mutually agreed to by the parties, will receive a lump sum payment less applicable deductions required by law calculated based upon the agreed-upon or awarded across-the-board salary increases and their effective dates. This payment will be made on a regular monthly pay date as expeditiously as practicable following the agreement or decision.

5. In connection with the without prejudice mediation process, and any interest arbitration, if necessary, the parties and the mediator-arbitrator must have regard to the University's financial position as set out in the Letter of Understanding above.

6. The University and the CUPE 3903 Unit 2 shall share equally in the costs for the mediator-arbitrator related to the multi-party mediation and any multi-party interest arbitration.
7. In connection with an interest arbitration should one be necessary the provisions of section 40(2) of the *Labour Relations Act, 1995* regarding the powers of an arbitrator shall be applicable.
8. Should CUPE 3903 Unit 2, along with CUPE 3903 Unit 1 and/or Unit 3, prefer that the University participate with all three bargaining units in a multi-bargaining unit without prejudice mediation process, and a multi-bargaining unit interest arbitration if necessary, the University would so agree to that, and would further agree to revise the terms and conditions of this Memorandum of Agreement, to reflect the multi-bargaining unit nature of the process.
9. As per Paragraph 8 above, should the University and CUPE 3903 Unit 2, along with CUPE 3903 Unit 1 and/or Unit 3, agree to a multi-bargaining unit without prejudice mediation process, and a multi-bargaining unit interest arbitration if necessary, then the interest arbitrator can, in their discretion, hold whatever separate discussions with the University and each separate participating bargaining unit as the interest arbitrator considers necessary or appropriate and will issue separate arbitration awards for each participating bargaining unit.
10. Coincident with the signing of this Memorandum of Agreement by the University and CUPE 3903 Unit 2, all strike activity of any nature or kind whatsoever by CUPE 3903 Unit 2 and its representatives and employees in the CUPE 3903 Unit 2 bargaining unit shall cease and shall not resume at any point in the future during the without prejudice mediation process, or any interest arbitration process as necessary, and the establishment for the terms and conditions of a renewal collective agreement.
11. The parties will negotiate and agree upon a return to work protocol within three (3) days of signing of this Memorandum of Agreement and any disputes with respect to that protocol will fall within the jurisdiction of the Arbitrator.
12. As a condition of agreeing to a without prejudice mediation process and, if necessary, interest arbitration as set out above, the University and CUPE 3903 Unit 2 agree to the following:
 - a. Schedule A attached, which sets out items agreed to by the University and CUPE 3903 Unit 2 in collective bargaining as of February 23, 2024 (“Schedule A – Agreed to Items”); and
 - b. Schedule B attached, which sets out the University’s last proposals with respect to various items for which: the University understands that the parties are at or near agreement; or the University understands that its last proposal may be preferable to CUPE 3903 Unit 2 as compared to the University withdrawing the proposal (“Schedule B – Other non-monetary items”).
 - c. Schedule C attached, which sets out: the University’s most recent Job Stability Program proposal and related Appendices; a Letter of Agreement re Transition to a Job Stability Program dated March 6, 2024; and a University proposal re Article 23 Affirmative Action (“Schedule C – Job Stability Program and Article 23 Items”).
13. All other unresolved issues and/or outstanding proposals in collective bargaining, other than those covered by the terms and conditions of this Memorandum of Agreement are withdrawn.

14. By the signature of authorized representatives hereunder the University and CUPE 3903 Unit 2 agree to the terms and conditions set out in this Memorandum of Agreement.

15. This Memorandum of Agreement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

FOR THE UNIVERSITY

Per:

Date

FOR CUPE 3903 UNIT 2

Per:

Date

MARCH 7, 2024 - UNIVERSITY DOCUMENT- WITHOUT PREJUDICE – RE CUPE 3903 Unit 2

Schedule “A” to Memorandum of Agreement Re: Use of Mediation and Binding Interest Arbitration with Respect to the “Bill 124 Moderation Period” and the 2023-26 Renewal Collective Agreement

Schedule A - Agreed to Items

ARTICLE 1 – PURPOSE AND DEFINITIONS – Language agreed to by the parties Feb 15, 2024

Article 1.03 as agreed.

1.03 Definitions

1.03.1 Definition of Day

Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:

- a) The language of the Collective Agreement specifies “Working Days”; or
- b) The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT – Language agreed to by the parties Feb 23, 2024

Article 4.06 as agreed.

4.06 PRINTING AGREEMENT

- 4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for ~~the printing and distributing to all bargaining unit members and the Union,~~ and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
- 4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES – Language Agreed to and signed off by the parties Feb 06, 2024.

Article 5.01 as agreed.

- 5.01.1** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of ~~three~~ five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall

inform the other of the names of the three five representatives prior to the first Labour/Management committee meeting of the contract year.

- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Co-Chair may call meetings on at least two weeks' notice to the other members of the Committee.

- 5.01.3 ~~As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. In addition to each party's three representatives, either party may have other persons who are regularly engaged in labour-management activity attend the meeting with advance notice to the other party. As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.~~

ARTICLE 12 – APPOINTMENTS – Language agreed to and signed off by the parties December 20, 2023

Article 12.19 as agreed.

12.19 APPOINTMENT INFORMATION

If a candidate for a position grieves a decision not to appoint or recommend them for that position, or the union grieves or queries an appointment or recommended appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, a copy of their application, their work history, and any other non-confidential information that was the basis of the appointment or recommended appointment. The Employer will respond to the query within ten calendar days of the receipt of the query.

ARTICLE 17 – LEAVES – Language at Article 17.09 agreed to by the parties Feb 21, 2024

Article 17.09 as agreed.

- 17.09 ~~CARE-GIVER UNPAID PARENTAL LEAVE — TIME OFF~~ Upon written request, the pregnant employee natural mother shall be entitled to an unpaid parental leave of up to sixty-one thirty-five weeks in time off, in addition to the including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to sixty-three twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

LETTERS OF INTENT – Language agreed to by the parties – January 17, 2024

Letter of Intent #1 as agreed.

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class

enrolment (where relevant) and the application deadline, and copies of the circular are posted on ~~bulletin boards~~ **electronically** by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.

**LETTER OF UNDERSTANDING
SEVERANCE
Language Agreed to and by the parties January 17, 2024**

Upon application, an individual who meets the following criteria:

- minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period.
- does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA):
- has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years.

shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.

For clarity, an individual on an approved leave of absence under the *Employment Standards Act, 2000* and/or for a Human Rights Code ground (“Protected Leave of Absence”) during the ten-year period preceding the application for severance, will be deemed to meet the teaching intensity requirement for the duration of the Protected Leave of Absence and will be eligible to count the time spent on Protected Leave of Absence as active service in meeting the ten-year eligibility requirement for the purposes of applying for severance.

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MARCH 7, 2024 - UNIVERSITY DOCUMENT- WITHOUT PREJUDICE – RE CUPE 3903 Unit 2

Schedule “B” to Memorandum of Agreement Re: Use of Mediation and Binding Interest Arbitration with Respect to the “Bill 124 Moderation Period” and the 2023-26 Renewal Collective Agreement

Schedule B - Other non-monetary items

See Employer proposals attached at Appendix 1 to Schedule B.

1. Article 5.03.4
2. Article 5.03.5
3. Letter of Understanding – Representation Thresholds
4. Article 6
5. Article 7
6. Letter of Understanding – Pilot Project for Mediation – Arbitration
7. Article 10
8. Article 12
9. Article 15.01.8
10. Article 15.10*

*As part of collective bargaining the following grievances have been withdrawn by CUPE 3903 Unit 1 on a without prejudice basis:

Policy grievance February 3, 2023 in relation to the parties agreement with respect to collective agreement language at article 15.10.

11. Article 17
12. Article 19
13. Article 20
14. Letter of Understanding - Priority For Indigenous Or Racialized Candidates – Article 12.04.1
15. Letter of Understanding – Paid Adoption Leave
16. Appendix B

MARCH 7, 2024 - UNIVERSITY DOCUMENT- WITHOUT PREJUDICE – RE CUPE 3903 Unit 2

Schedule “C” to Memorandum of Agreement Re: Use of Mediation and Binding Interest Arbitration with Respect to the “Bill 124 Moderation Period” and the 2023-26 Renewal Collective Agreement

Schedule C - Job Stability Program and Article 23 Items

See Employer proposals attached at Appendix 1 to Schedule C.

1. Letter of Agreement
2. Article 23
3. Job Stability Program