

MARCH 15, 2024 WITHOUT PREJUDICE UNIVERSITY PROPOSAL, OPEN FOR ACCEPTANCE UNTIL 4:30pm  
MARCH 18, 2024

Memorandum of Agreement

Between

York University

And

York University Faculty Association "YUFA"  
York University Staff Association Unit 1 "YUSA-1"  
Osgoode Hall Faculty Association "OHFA"  
Canadian Union of Public Employees Local 1356 "CUPE 1356"  
Canadian Union of Public Employees Local 1356 Unit 1 "CUPE 1356-1"

Re: Use of Mediation and Binding Interest Arbitration with Respect to the "Bill 124 Moderation Period"

Whereas, the University and each of YUFA, YUSA-1, OHFA, and CUPE 1356 and 1356-1 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that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 ("Bill 124") is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the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 [date of expiry of applicable collective agreement]), 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 [date of expiry of applicable collective agreement].*

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, notwithstanding the Letter of Understanding set out above did not include any kind of dispute resolution mechanism, the University is prepared to agree to multi-party interest arbitration as proposed by YUFA, YUSA-1, OHFA, and CUPE 1356 and 1356-1, subject to the terms and conditions set out below:

1. For the purposes of this Memorandum of Agreement ("MOA"), the University and any of YUFA, YUSA-1, OHFA and CUPE 1356 and 1356-1 which agree to this MOA agree to Eli Gedalof as sole mediator-arbitrator.
2. Prior to any multi-party interest arbitration, the University and each of YUFA, YUSA-1, OHFA and CUPE 1356 and 1356-1 which agree to this MOA, would first participate in a mutually agreed confidential and without prejudice multi-party mediation to resolve issues without resort to multi-party

interest arbitration. The University is prepared to schedule a multi-party mediation on an expeditious basis, including, if necessary, on one or more mutually convenient weekend dates later in March or early April of 2024. In the event the mediation is not concluded by April 11, 2024, the parties agree to proceed to multi-party interest arbitration forthwith and schedule a multi-party interest arbitration on an expeditious basis, including, if necessary, on one or more mutually convenient weekend dates in April and May 2024.

3. The sole issue in respect of the multi-party mediation, or multi-party interest arbitration, if necessary, would be 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 current collective agreements. For clarity, in connection with any multi-party interest arbitration proceedings, the interest arbitrator would have no jurisdiction to make any interest arbitration award other than or inconsistent with these terms and if issues are not resolved through mediation, in any multi-party interest arbitration proceedings the arbitrator's jurisdiction with respect to the moderation period would be limited solely to across-the-board salary increases, if any, in addition to the 1% across-the-board salary increases under the applicable collective agreement.

4. In circumstances where there is either a mediated agreement or an interest arbitration award 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, employees in the applicable bargaining unit, will receive a lump sum payment less applicable deductions required by law calculated based upon the agreed-upon or awarded across-the-board wage increases and their effective dates. This payment will be effective on the commencement of a pay period following the date of the agreement or interest arbitration award and made on a regular pay date as expeditiously as practicable following the agreement or interest arbitration award. After completing payments to current employees, the University will notify former employees using the last contact information on file and will provide a reasonable period of time for the former employee to provide confirmation of either the banking information on file or other banking information to facilitate a lump-sum payment to them. For clarity, it is agreed that any salary increase for any year of the applicable collective agreement as determined in either a mediated agreement or an interest arbitration award applies to former and current employees in the applicable bargaining unit.

5. The University and the unions participating in the multi-party mediation process, and any multi-party interest arbitration, if necessary, shall share equally in the costs for the mediator-arbitrator related to the multi-party mediation and any multi-party interest arbitration.

6. If a multi-party interest arbitration is necessary, the arbitrator shall have the powers of an arbitrator under section 48(12) of the *Labour Relations Act, 1995*. Further, the interest arbitrator can, in their discretion, hold separate discussions with the University and each separate participating union as the interest arbitrator considers necessary or appropriate and will issue separate interest arbitration awards for each participating bargaining unit.

7. By the signature of authorized representatives hereunder the University and each of YUFA, YUSA-1, OHFA and CUPE 1356 and 1356-1 confirm their agreement to the terms and conditions of this MOA.

8. This MOA 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

DocuSigned by:

Dan Bradshaw

7519C2FF8361469...

Per:

3/18/2024

Date

FOR YUFA

Arthur S. Hill

Per:

March 18, 2024

Date

FOR YUSA

DocuSigned by:

J. D. C. G.

57AB93DB8F8C401...

Per:

3/18/2024

Date

FOR OHFA

DocuSigned by:

W. V. A. S.

8060FBA471CD477...

Per:

3/18/2024

Date

FOR CUPE 1356

J. D. C. G.

Per:

March 18, 2024

Date

FOR CUPE 1356-1

J. D. C. G.

Per:

March 18, 2024

Date