

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.

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

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

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

- 1 2 . 1 9 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 5W* n-14()-164(d)4()-153(to)3()-16 Tf1 0 0 1

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

o C U Re: Use of Mediation and Binding Interest Arbitration
with Respect to the "Bill 124 Moderation Period" and the 2023-26 Renewal Collective Agreement

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See Employer proposals attached at Appendix 1 to Schedule C.

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