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ACCEPTANCE ON OR BEFORE MARCH 11, 2024 AT 4:30 PM AND IF NOT ACCEPTED ON OR BEFORE THAT DATE AND TIME THE PROPOSAL IS WITHDRAWN IN ITS ENTIRETY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 3

and the 2023-26 Renewal Collective Agreement

Whereas the University and CUPE 3903 Unit 3 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 3 agreed to a Letter of Understanding as follows:

mediation and if necessary, interest arbitration with CUPE 3903 Unit 3, subject to the terms and conditions set out below:

1. This proposal is subject to and conditional on the University and CUPE 3903 Unit 3 first agreeing to a sole mediator-arbitrator.

2. Prior to any interest arbitration, the University and CUPE 3903 Unit 3, 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 acrossthe-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 Articles 10.02 (Grant-In-Aid), 10.08 (Graduate Financial Assistance), 16 (Leaves), Collective Agreement Funds as follows: Articles 15 and 18 (Ways and Means Fund), Article 19 (Professional Development Fund), Article 22 (CUPE 3903 Benefit Fund), Article 23 (UHIP Fund), and Article 25 (Equity Fund).

For darity, in connection with any interest arbitration proceedings, the interest arbitrator would have no

5. In connection with the without prejudice mediation process, and any interest arbitration, if necessary, the parties and the mediator-position as set out in the Letter of Understanding above.

6. The University and the CUPE 3903 Unit 3 shall share equally in the costs for the mediatorarbitrator 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 3, along with CUPE 3903 Unit 1 and/or Unit 2, 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 3, along with CUPE 3903 Unit 1 and/or Unit 2, 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 3, all strike activity of any nature or kind whatsoever by CUPE 3903 Unit 3 and its representatives and employees in the CUPE 3903 Unit 3 bargaining unit shall cease and shall not resume

14. By the signature of authorized representatives hereunder the University and CUPE 3903 Unit 3 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 3

Per:

Date

MARCH 7, 2024 - UNIVERSITY DOCUMENT- WITHOUT PREJUDICE RECUPE 3903 Unit 3

Re: Use of Mediation and Binding Interest Arbitration -26 Renewal Collective Agreement



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.

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