

February 22, 2024 – Without Prejudice Employer Proposal

**IN THE MATTER OF MUTUALLY AGREED WITHOUT PREJUDICE DISCUSSIONS REGARDING BILL 124
WAGE RE-OPENER AND A RENEWAL COLLECTIVE AGREEMENT BETWEEN YORK UNIVERSITY AND THE
YORK UNIVERSITY FACULTY ASSOCIATION**

Employer proposal regarding Option “A” – A Memorandum of Settlement which provides a Bill 124 Wage Re-opener and a three-year renewal collective agreement. – Withdrawn

Employer proposal regarding Option “B” – A Memorandum of Settlement which provides a Bill 124 Wage Re-opener revised as per the following below and no longer referred to as “Option B”.

The Employer proposes that the parties agree to **the following with respect to the above noted matter:**

1. YUFA confirms its agreement that employees in the YUFA bargaining unit 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 an agreement between the parties, YUFA will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
2. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment per **Paragraph 5**, less deductions required by law, in an amount equivalent to the difference between the wages they received from May 1, 2021, to the date of ratification and what they would have received during that same period if the May 1, 2021, May 1, 2022, and May 1, 2023 across-the-board wage increase, per **Paragraph 5** below, had been in effect from **each of those three years onwards**. This payment will be made on a regular monthly pay date as expeditiously as practicable following ratification of an agreement between the parties.
3. **This** agreement shall be subject to ratification by Employees in the YUFA bargaining unit and the University’s Executive Committee of the Board of Governors.
4. The Employer is seeking mutual agreement on any Bill 124 wage re-opener issues for the 3-year moderation period from May 1, 2021, to April 30, 2024.
5. Salary Increases:
 - a. **Effective May 1, 2021**
 - i. increase all base salaries by **0.75%** (across-the-board)
 - ii. increase to Overload Rates of **0.75%** (Article 25.09)
 - iii. increase to stipends for positions in Appendix P (*Letter of Understanding Regarding Academic Administrative Positions*) of **0.75%**.
 - b. **Effective May 1, 2022**
 - i. increase all base salaries by **0.75%** (across-the-board)

- ii. increase to Overload Rates of **0.75%** (Article 25.09)
 - iii. increase to stipends for positions in Appendix P (*Letter of Understanding Regarding Academic Administrative Positions*) of **0.75%**.
- c. **Effective May 1, 2023**
- i. increase all base salaries by **2.75%** (across-the-board)
 - ii. increase to Overload Rates of **2.75%** (Article 25.09)
 - iii. increase to stipends for positions in Appendix P (*Letter of Understanding Regarding Academic Administrative Positions*) of **2.75%**.
6. The “shadow salary” for employees in the bargaining unit who commenced receiving long-term disability benefits between May 1, **2021**, and the date of ratification will be increased based on the increase to salary set out in paragraph 2.a. above for the purposes of Appendix D (*Memorandum of Understanding regarding Long-term Disability Insurance*) of the Collective Agreement.