

MEMORANDUM OF SETTLEMENT
YMCA YWCA of the National Capital Region
("Employer")

And

The Canadian Union of Public Employees and its Local 5209
("Union")

WHEREAS the Employer and CUPE are parties to a collective agreement with a term of July 1, 2020 to June 30, 2023;

AND WHEREAS the collective agreement provided the following wage increases negotiated under the constraints of Bill 124 *Protecting a Sustainable Public Sector for Future Generations Act, 2019*:

July 1, 2020 – 1%

July 1, 2021 – 1%

July 1, 2022 – 1%

AND WHEREAS during the bargaining of the July 1 2020 to June 30 2023 collective agreement, the parties agreed to the following language: *Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation;*

AND WHEREAS the recent decision in the **Ontario English Catholic Teachers Assoc. v. His Majesty, 2022 ONSC 6658** found Bill 124 unconstitutional and therefore void and of no effect;

NOW THEREFORE, the parties agree to the following conditions:

1. The preamble/recitals are part of this Memorandum of Settlement.
2. A wage increase of 1.5% will be applied to all classifications within the bargaining unit effective October 1st 2023. For further clarity the wage increase will be on top of the new minimum wage of \$16.55 for affected classifications.
3. Within 30 days of the signing of this Memorandum of Settlement employees shall receive a one-time stipend as follows:
 - Employees working regularly 24 hours or more per week during the 2023 calendar year - \$500
 - Employees working 24 hours or less per week during the 2023 calendar year - \$250

For further clarity the parties agree that the foregoing does not modify the definition for Full-Time, Part-time and Casual employees found in the July 1st 2020 to June 30th 2023 Collective Agreement.

4. The parties agree that Bill 124 is currently under appeal, and could face further legal action up to and including the Supreme Court of Canada. The parties agree that once all legal

avenues have been exhausted, they will abide by the decision and direction of those actions. Notwithstanding the foregoing, the parties agreed that the amounts referred to above will continue to apply.

Signed in Ottawa, Ontario, on this 16 day of Novemb, 2023.



For the Employer



For the Union