



File: 2122-U0060-3

June 13, 2024

**TO: ALL POSTDOCTORAL MEMBERS OF PSAC LOCAL 77000 AT CARLETON UNIVERSITY**

**RE: RATIFICATION OF BILL 124 AGREEMENT**

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A tentative agreement regarding Bill 124 was reached on June 10, 2024 on behalf of Postdoctoral Fellows who are members of PSAC Local 77000 at Carleton University. This tentative agreement was reached following several weeks of bargaining.

If members vote to accept this agreement these changes will be retroactive to May 1, 2024.

As you may be aware, our ability to freely negotiate with Carleton University during the previous round of negotiations was severely restricted by the Bill 124. This law has since been deemed to be unconstitutional. As a result, the Union has re-opened negotiations on wages for the May 1, 2024 - April 30, 2025 period.

The terms of the tentative agreement are outlined below. Highlights of the agreement are as follows:

Effective May 1, 2024, each active Employee shall receive the greater of either the following increases:

- a) The minimum annual salary shall increase to **\$42,000**.
- b) Effective May 1, 2024 each active employee above the minimum annual salary shall receive a wage increase of two decimal five (2.5%). This two decimal five (2.5%) is inclusive of the one percent (1%) already agreed to in the 2022-2025 Collective Agreement.

We will be holding a virtual ratification vote on Thursday June 20<sup>th</sup> at 6 p.m. Registration information will be sent to members prior to the vote.

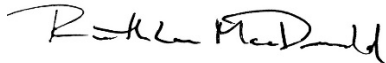
The vote will be preceded by a brief information session. As per Regulation 15C of the PSAC, you must attend the meeting in order to vote.

Your bargaining team comprising of:

Dr. Jane Allison, Vice-President Local 77000  
Dr. Giuseppe Amatulli, JCAA Representative, Local 77000  
Dr. Fouzia Haider, President PSAC Local 77000  
Mathieu Brûlé, Negotiator, PSAC

unanimously recommend acceptance of this agreement.

In Solidarity,



Ruth Lau-MacDonald  
PSAC Regional Executive Vice-President – NCR

cc. Chelsea Flook, Regional Political Action and Communication Officer  
Negotiations Section  
Dan Fisher, A/Director, Representation and Legal Services Branch  
Mathew Ashworth, Regional Coordinator  
Reine Zamat, Supervisor, Membership Administration  
ROB National Mobilization  
Mark Populus, Member Information Manager  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor

~~Union Proposal April 3, 2024 10:00am~~  
~~CU Counter Proposal April 3, 2024 11am~~  
~~Union Proposal April 4, 2024 (12pm)~~  
~~CU Counter Proposal April 17, 2024 (10am)~~  
~~Union Proposal April 19, 2024 (10am)~~  
~~CU Counter Proposal April 19, 2024 (11:15am)~~  
~~CU Counter Proposal June 10, 2024 9:30am~~  
~~Union Proposal June 10, 2024, 10:30 a.m.~~  
~~CU Counter Proposal, June 10, 2024, 12:00 p.m.~~  
~~CU Counter Proposal June 10, 2024 2:15pm~~

**Confidential**

**Memorandum of Agreement**

**(the "Agreement")**

**Between**

**Carleton University**

**(the "University")**

**and**

**Public Service Alliance of Canada, Local 77000**

**(the "Union")**

**(Together, the "Parties")**

**RE: Salary Renegotiations following the repeal of *Protecting a Sustainable Public Sector for Future Generations Act, 2019 SO 2019, c12*, for the **Collective Agreement effective May 1, 2022 to April 30, 2025****

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**WHEREAS** the negotiated wage rates in the CU-PSAC (Local 77000) Collective Agreement (the "Collective Agreement") effective May 1, 2022 to April 30, 2025 were agreed to without prejudice to a successful court challenge, including the Union's, to the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019 SO 2019, c12* following all possible appeals of the constitutional challenge being exhausted and a final decision being rendered;

**WHEREAS** *Protecting a Sustainable Public Sector for Future Generations Act, 2019 SO 2019, c12* was repealed on February 23, 2024;

**WHEREAS** the Parties agreed to the following language in the Memorandum of Agreement signed on June 29, 2022:

**The Parties agree that the salary increases are agreed to without prejudice to a successful court challenge to the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019 SO 2019, c12*, and to obtain a final remedy, following all possible appeals of the constitutional challenge being exhausted and a final decision being rendered. In this event, the Parties agree that the Union may elect to open Appendix A on the rates of pay. The effect of any**

These proposals are transmitted in good faith to reach a tentative agreement with the Union. These proposals are subject to any error and/or omissions; the University reserves the right to revise, modify, amend, add to and withdraw proposals and to introduce counter-proposals in response to the Union's proposals.

*MES* *AK*

*Union Proposal April 3, 2024 10:00am*  
*CU Counter Proposal April 3, 2024 11am*  
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*CU Counter Proposal June 10, 2024 2:15pm*

**successful challenge to Bill 124 shall not permit any retroactive increases to the salary increases in Appendix A that have already been processed and paid.**

**AND WHEREAS on March 4, 2024, the Union provided notice to the University to re-open Appendix A for the as per the Memorandum of Agreement signed June 29, 2022;**

**AND WHEREAS** the Parties have agreed to reopen Appendix A of the current Collective Agreement, which is set to expire on April 30, 2025, to discuss amending the upcoming wage increase of May 1, 2024;

**NOW THEREFORE** the Parties agree to make the following amendments to Appendix A of the Collective Agreement:

1. Effective May 1, 2024, each active Employee shall receive the greater of either the following increases:
  - a. Effective May 1, 2024 the minimum annual salary shall be \$42,000.
  - b. Effective May 1, 2024 each active employee above the minimum annual salary shall receive wage increase of **two-point five percent (2.5%)**. This **two-point five percent (2.5%)** increase is inclusive of the one percent (1%) already agreed to in the 2022-2025 Collective Agreement.
2. The salary increase will be applied to the salaries of employees who are actively employed on May 1, 2024 within seventy-five (75) days of ratification of this Agreement. For further clarity, the applicable retroactivity will be paid within the above-noted period.
3. This Agreement is conditional on ratification by the members of PSAC (Local 77000) and the Executive Committee of the Board of Governors. The Parties agree to unanimously recommend this Agreement for ratification to their principals as soon as possible, but no later than twenty-one (21) calendar days after the signing of this Agreement.
4. The Union confirms its agreement that employees in the bargaining unit shall not receive double compensation or recovery of any nature or kind whatsoever (excluding any punitive damages) for any alleged losses in compensation that are claimed as arising from or related in any way to the final year of the Bill 124 moderation period (May 1, 2024 to April 30, 2025). Without limiting the generality of the foregoing, this means that the Union will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the **final year of the Bill 124 moderation period (May 1, 2024 to April 30, 2025)**, including, without limiting the

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*MS* <sup>2</sup> *CK*

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foregoing, any remedy the Union, its members and former members may obtain through existing or new litigation or proceedings by the Union or its members received through any court order, award, arbitral award and/or settlement, **for the final year of the Bill 124 moderation period (May 1, 2024 to April 30, 2025) to the extent that constitutes double compensation or recovery of any nature or kind whatsoever (excluding any punitive damages) for any alleged losses in compensation that are claimed as arising from or related to Bill 124 for the period May 1, 2024-April 30, 2025.** Following a meeting of the Parties, any disputes arising between the Parties will be referred to an arbitrator jointly agreed to who will convene a meeting with the Parties to determine the matter either by mediation, and if that fails, by arbitration.

5. This Agreement resolves all claims that the Union may have in any way against the University for lost compensation arising from **the imposition of the final year of the Bill 124 moderation period (May 1, 2024 to April 30, 2025)**. The Union and its members hereby release the University, its officers, directors, agents and employees (hereinafter the "Releasees") from any and all actions, causes of action, complaints, demands, grievances and claims whatsoever in existence prior to, on, or after the date hereof, directly or indirectly arising from Bill 124, its application, and the wage rates for the Collective Agreement and their implementation.
6. In the event of a dispute arising with the implementation of this Memorandum of Agreement, the Parties agree to appoint Michelle Flaherty as an Arbitrator. The Parties shall first attempt mediation prior to seeking a formal decision.



For the University

10 June 2024.

Date



For the Union

June 10, 2024

Date

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