

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

Memorandum of Settlement

between

the University of Guelph (the “University”)

and

the University of Guelph Faculty Association (the “Association”)

(together the “Parties”)

Re: Renewal Collective Agreement

1. The Parties’ negotiating teams have tentatively agreed to the Articles and Letters and Memorandums attached hereto, (the “Renewal Agreement”);
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Agreement;
3. Current provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan shall continue, except as amended by this Renewal Agreement;
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement;
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to May 1, 2019;
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties;
7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party;
8. This Memorandum of Settlement is incorporated as part of the Collective Agreement.

On behalf of the University

Daniel Draper
Tina Goebel
Rebecca Hallett
Ken McEwan

On behalf of the Association

Lezlie Cunningham
Susan Hubers
Paul Luimes
Tracy Ross
Denise Sanderson
Jonathan Ferris

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

Editorial: As part of the editing process for the renewal collective agreement, the Parties agree to change all references to the OMAFRA/UofG Enhanced Partnership to the Ontario Agri-Food Innovation Alliance. In addition, references to “Casual” or “Casual Appointments” shall be amended to “College Lecturer” or “College Lecturer Appointments” as appropriate.

2 **Campus** shall mean Ridgetown Campus and the Regional Equine & Agricultural Centre of Huron (REACH).

Ontario Agri-Food Partnership Alliance (formerly the OMAFRA/University of Guelph Partnership) shall mean the collaboration between the Ontario Ministry of Agricultural, Food & Rural Affairs and the University of Guelph.

3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes:

All persons employed by the University of Guelph at the Ridgetown campus in the Municipality of Chatham-Kent as regular full-time, temporary full-time, or casual employees who are directly involved in the development, delivery and/or co-ordination of non-degree educational courses/programs, including: College Professor, ~~College Senior Lecturer~~, College Research Professor and College Lecturer; and

all persons employed by the University of Guelph, in Clinton, Ontario in the Municipality of Central Huron at the Regional Equine & Agricultural Centre of Huron (REACH) as regular full-time, temporary full-time, or casual employees who are directly involved in the development, delivery and/or co-ordination of non-degree educational courses/programs, including: College Professor, ~~College Senior Lecturer~~, College Research Professor and College Lecturer;

8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.

8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member’s responsibility to the University, or with the Member’s participation in any recommendation or decision within the University.

8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.

12.4 The Labour Management Committee shall meet once per semester ~~once a month from September to June inclusive~~, and at other times as it decides. Regular meetings may be waived by agreement of both Parties. In addition, the Labour Management Committee shall convene a meeting within ~~fifteen (15)~~ ten (10) days following receipt of written

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

notice from either the Association or the University. Each member of the Labour Management Committee shall receive notice no less than five (5) days before the scheduled date of any meeting, and shall receive the agenda of each meeting at least two (2) days in advance of the meeting.

12.4.1

- a) Nothing herein shall be deemed to preclude a Member from discussing problems with the Director, Associate Director (Academic), representative of the Dean or FASR, provided no agreements are reached that are inconsistent with the provisions of this Agreement. Such meetings do not preclude the Association from proceeding with an informal or formal grievance pursuant to Article 16.
- b) Nothing herein shall be deemed to preclude the Director, Associate Director (Academic), representative of the Dean or FASR from meeting with a representative(s) of the Association, provided any resolution reached is not inconsistent with the provisions of this Agreement. Further, any resolution arising from such a meeting shall be considered as without prejudice or precedent without the written approval of the Association and the Assistant Vice-President (Faculty and Academic Staff Relations) or designate. Such meetings do not preclude the Parties from proceeding with an informal or formal grievance pursuant to Article 16.

13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:

- a) by February 1st ~~the end of the calendar year~~, an annual list (at December 31st) of all Members containing their names, categories of appointment, birth dates, University addresses, genders, salaries, Departments, highest degrees obtained, and years of highest degree;
- b) within thirty (30) days of the end of each semester ~~by the end of each semester~~, a list of the names of all Members whose employment has been terminated during the semester, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
- c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, salary, birthdate, gender and University address of such Member;
- d) by February 1st ~~the end of the calendar year~~, an annual list (at December 31st) of all Members who are on Leave during the present Academic Year and the type of Leave they are on;
- e) by February 1st, an annual list of all courses taught by Members and non-Members for the preceding Academic Year, with the following information identified: course number, semester of the class, name of the instructor(s), number of students in the class;

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- f) within ten (10) days of posting, copies of advertisements for searches;
 - g) copies of position descriptions, where they exist, shall be provided to the Association upon written request;
 - h) copies of all health benefit contracts shall be provided to the Association upon written request; and,
 - i) benefit usage rates shall be provided to the Association no more than once per year upon written request.
- 15.7 Following the initial assignment of duties, the annual assignment of duties will be determined by the Associate Director (Academic), in consultation with the Member.
- 15.7.1 The Associate Director (Academic) shall provide to all RFT Members, at least three (3) months in advance of commencement of duties, a schedule. This schedule shall include for each course within each RFT Member(s) assigned teaching discipline/programme at least the following: the instructor, overall assigned percentage of effort, estimated enrollment, teaching assistant support, hours of stand up including labs and assigned service activities. A copy of the schedule(s) shall be provided to the Association.
- 15.8 If the Associate Director (Academic) and the Member cannot agree on the assignment of duties, the Member has a right to appeal to the Director and then to the Dean (or designate) for final decision.
- 15.11 ~~Following consultations with Members, the Associate Director (Academic) will make a recommendation to the Director on teaching assignments, noting, where applicable, issues that the Director needs to resolve.~~
- 15.21 There shall normally be no change to the teaching schedule within 10 days of commencement of classes.
- 16.8 After five (5) continuous years of employment as Temporary Full Time, the person in the position will be considered for conversion to Regular Full Time status, subject to the ongoing sustainability of funding and the continued availability of work. Such determination shall be made following the performance assessment of the Member's fifth (5th) year of consecutive employment. In order to be considered for conversion to Regular Full Time status, the Member must have received a performance rating of good or better in the most recent performance assessment.
- 16.8.1 ~~Members converting to regular full time status~~ who convert from Temporary Full Time to Regular Full Time status based on the provisions of this Article will be required to serve a probationary period of two academic years shall continue to serve their probationary period to the end of their fifth academic year of service. This continuation of the probationary period may be waived by the Director.

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

16.9 Regular Full Time Members appointed as College Research Professor or College Professor will normally serve a probationary period of two (2) academic years, except as noted in article 16.8.1.

16.9.1 At the completion of the first academic year of probation, the Director will assess the Member's performance through the Performance Assessment process, and, make a decision with respect to continuation of the probationary period to:

- a) ~~to~~ continue probation where performance in the first year has been assessed as good or better;
- b) ~~to~~ continue with concerns where performance in the first year has been assessed as needs improvement;
- c) ~~termination of probation and~~ terminate employment where performance in the first year has been assessed as unsatisfactory.

16.11 Right of First Refusal for Casual Appointments

Members holding Casual Appointments that have successfully completed a work assignment, demonstrated through at least "good" performance for a particular course, said Member shall be eligible to exercise a right of first refusal (RoFR) for the first offering of that same course in one (1) of the following four (4) semesters. Each RoFR may be exercised for only one section of a course.

16.11.1 The following criteria will be applicable in determining a Casual Lecturer's eligibility for exercising a RoFR to an available work assignment:

16.11.1.1 Each course or lab must first be offered to College Professors or College Research Professors, on an overload basis, prior to an offer to a College Lecturer. Such overload teaching is subject to the provisions of Article 40.4 on Overload Teaching.

16.11.1.2 The period of eligibility may be extended by approval of the University for a maximum of four (4) semesters where there are bona fide medical issues, documented by a recognized licensed medical practitioner, that prevented the Casual Lecturer from being able to accept a work assignment.

16.11.1.3 Where two or more College Lecturers hold competing RoFRs and both express interest in teaching the same course section, the College Lecturer who has taught the course more times will be the successful candidate. If the number of times taught is equal, the Director will determine which is the more qualified candidate and appoint them to the position.

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

17.1 Administrative Effort

The effort allocation for coordinators shall normally be a minimum of twenty-five percent (25%).

~~Assigned Duties and Responsibilities~~

17.2 Assigned Duties and Responsibilities

Tasks and responsibilities will normally include:

- a) advising students
- b) promotion of academic programs
- c) curriculum development/review
- d) various academic program committees
- e) student recruitment/liaison work
- f) teaching workload recommendations to the Associate Director (Academic) or equivalent
- g) staff development recommendations to the Associate Director (Academic) or equivalent
- h) administer specific academic unit budget
- i) program operational administration
- j) functional guidance to academic staff in support of program administration
- k) organize or chair various teaching meetings
- l) assists in the teaching observation process

17.6.3 Posting

All Program Coordinator Searches shall be posted in a public location so as to ensure that the Members are aware that such a search is commencing and that they may wish to submit their name for consideration.

- 17.9 The Director will strike a Review Committee. The membership of a Review committee shall be consistent with ~~6-6~~ 17.6 above. The Review committee shall seek input from the Ridgely Campus Community and shall make its recommendation to the Director with respect to renewal.

Acting and Interim Appointments

- 17.10 An acting or interim administrative appointments shall be made by the Director. Such appointment, if greater than one (1) month, shall include a pro-rated stipend as per the provisions of Article 8 40 Compensation. An interim appointment shall not exceed twelve (12) months. Circumstances under which an acting or interim appointment are

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- made may include but is not limited to the following: an unexpected resignation, an approved leave, the introduction of a tentative new academic program or initiative.
- 18.3 [NEW] The Director or designate shall notify Members, in writing that they are available to provide mentorship. In addition, the Director shall meet with each Member before the end of April of each year of the probationary period to discuss the Member's progress and with any Member who received a rating of less than "Good" overall.
- 18.4 [NEW] There shall be no hearsay used in the assessment of Members. Members shall only be assessed on information in the Official File.
- 18.7 Each Member will submit his/her completed Planning and Assessment Templates to the Director by ~~May 15th~~ September 15th.
- 18.8 The Director shall provide a written reminder to each Member no later than ~~April 1st~~ August 15th of the deadlines for the submission of documentation.
- 18.9 Failure to provide the Planning and Assessment Templates to the Director by ~~May 15th~~ September 15th, without prior approval from the Dean, OAC, shall result in an "Unsatisfactory" performance assessment.
- 18.10 Members can elect to participate in the teaching observation process once per academic year, either in the fall, winter or summer semesters, in a course of their choosing. Observers could include: pedagogical and/or subject matter experts from ~~the Centre for Open Learning and Educational Support or the Office of Teaching and Learning, or the campuses' faculty development centres,~~ Program Co-ordinators or peers. in similar disciplinary areas.
- 18.13 Peer input in administration ~~shall will~~ be in the form of feedback from up to two Members from whom they would like the ~~Supervisor~~ Associate Director (Academic) to seek feedback on the performance of their administrative responsibilities. It is also expected that the ~~Supervisor~~ Associate Director (Academic) will request feedback from direct reports and other peers as it relates to goal achievement and the employee's effectiveness in the administrative role (e.g. for the Program Coordinators, the Associate Director (Academic) will request feedback from members teaching in the program, as well as other Program Coordinators).
- 18.14 [NEW] The Member's workload distribution shall be considered when assessing all areas of performance.
- 18.15 The Teaching Review Committee ~~shall will~~ determine the performance rating for teaching and complete the Performance Summary: Teaching and provide it to the Director. The Performance Summary: Teaching ~~shall will~~ be signed by all voting Members. The Performance Summary: Teaching will be placed in the Member's Official File. The Teaching Review Committee shall conclude deliberations no later than October 31.

UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022

- 18.18 The Research Review Committee ~~shall~~ ~~will~~ determine the performance rating in research and scholarly activities, complete the Performance Summary: Teaching and provide it to the Director. The Performance Summary: Research ~~shall~~ ~~will~~ be signed by all voting Members. The Performance Summary: Research will be placed in the Member's Official File. The Research Review Committee shall conclude deliberations no later than October 31.
- 18.21 The Associate Director (Academic) ~~shall~~ ~~will~~ determine the performance rating in administration, complete the Performance Summary: Administration and provide it to the Director. The Performance Summary: Administration ~~shall~~ ~~will~~ be signed by the ~~Supervisor~~ Associate Director (Academic). The Performance Summary: Administration will be placed in the Member's Official File. The Associate Director (Academic) shall provide the assessment no later than October 31.
- 18.23 The Director ~~shall~~ ~~will~~ provide in writing, by January 10th, the assessment of performance, including the Member's overall performance rating and the performance rating(s) in each of (where applicable), teaching, research and administration.
- 18.24 ~~Within fifteen (15) days of the issuance of the written assessment of performance to the Member (12-month appointment) or within fifteen (15) days of the return to work date of the Member (less than 12-month appointment), the Director will meet with the Member to discuss the outcome of his/her performance assessment and to establish goals for the coming year. No later than the Family Day holiday in February of each year, the Director, or designate, shall meet with the Member to discuss the outcome of performance assessment and goals for the coming year.~~
- 18.36 The completed Planning and Assessment Templates, for Probationary Members, will be contained in the Member's Official File until ~~two (2) year~~ after the probationary period ends.
- 25.2 c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety portion of the Human Resources website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable legislation. Policies and resources relating to terms of employment and workplace conditions may be found at Appendices A and B.
- 26.2 The Parties agree to abide by the *Ontario Human Rights Code*, as amended (for the purposes of this Article the "Code").
- 26.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the ~~Ontario Human Rights Code~~. The Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
- 26.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the ~~Ontario Human Rights Code~~, when it

UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022

creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 26.3.

26.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, category of appointment, performance assessment, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:

- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
- b) creed, or political affiliation or belief or practice; or
- c) sex, sexual orientation, gender identity, gender expression, physical attributes, marital status, or family status; or
- d) age; or
- e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member's Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the ~~Ontario Human Rights Code R.S.O. 1990, c. H.19~~ or other applicable legislation); or
- f) place of residence (see 30.7); or
- g) membership or participation in the Association.

26.8 The University shall ensure, in accordance with the ~~Ontario Human Rights Code~~, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.

26.13 The Association shall be notified of all hate activities and crimes at the University, as identified by ~~the Human Rights and Equity Office~~ the Office of Diversity and Human Rights, and the nature of such acts.

31.3 An employee may submit a request to the Director to carry over a portion, up to a maximum of 10 days, of ~~their~~ vacation entitlement into the next year ~~as a one-time exceptional circumstance~~. Such approval shall not be unreasonably denied and shall be provided in writing.

40.1.1 & 40.1.2 (College Professors and College Research Professors)

- May 1, 2019 – 1.5% across the board increase to salaries, floors and ceilings
- May 1, 2020 – 1.5% across the board increase to salaries, floors and ceilings
- May 1, 2021 – 1.5% across the board increase to salaries, floors and ceilings

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

40.1.3 (College Lecturers)

- May 1, 2019 – 1.5% across the board increase to salaries and floor, floor increased by additional \$0.75, ceiling amended to \$45.00
- May 1, 2020 – 1.5% across the board increase to salaries and floor, floor increased by additional \$1.00
- May 1, 2021 – 1.5% across the board increase to salaries and floor, floor increased by additional \$1.30

[The Parties agree the tables in 40.1.1, 40.1.2 & 40.1.3 will be amended as appropriate to reflect the above wage settlement.]

40.1.4.2 For College Lecturers, hiring above the maximum may occur in exceptional circumstances and is subject to the approval of the Director ~~Dean~~.

~~40.2—A Director’s Salary Anomaly fund will be established in order to adjust the salaries of those College Professors and College Research Professors where the Director has identified a salary anomaly to exist. The DSAF totals \$30,000 for the life of the Agreement. \$15,000 is available to be allocated in the second year of the Agreement, and \$15,000 is available to be allocated in the third year of the Agreement. Any unspent money from the fund will be reallocated to the merit pool in the fourth year of the Agreement. The aim of the DSAF is to maintain an equitable application of career development (based on length of service and performance) amongst Members. No awards shall be made to any Member’s salary that is not identified by the Director as anomalous.~~

40.3 A selective increase pool for Merit will be available for distribution to College Professor and College Research Professors. The merit pool amount will be established by multiplying the total number of regular full-time (including reduced workload) and temporary full time College Professors and College Research Professor by the following amounts:

May 1, 2019: \$1,150
May 1, 2020: \$1,150
May 1, 2021: \$1,150

40.3.1 The merit pool shall be divided among eligible Members whose performance rating is “Good”, “Very Good” or “Outstanding” as follows:

- a) Members whose performance rating is “Good” shall receive ~~\$400~~ \$800.
- b) Members whose performance rating is “Very Good” shall be assigned a score of 1 points;
- c) Members whose performance rating is “Outstanding” shall be assigned a score of 2 points;
- d) The scores of all Members shall be added to determine the total of “Very Good” and “Outstanding” performance rating points;
- e) Each Member whose performance has been rated as “Very Good” shall

UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022

receive a salary adjustment in the form of an increment equal to the value of one performance ratings points in each year.

- f) Each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance ratings-points in each year.

40.4.1 [NEW] If, during the normal workload assignment process, the Associate Director (Academic) determines a need for more courses or sections than can be mounted by the College Professors and College Research Professors within the limits of normal commitments, the Associate Director (Academic) shall initially provide an opportunity to qualified Members to indicate interest in teaching such offerings on an overload basis. Such arrangement shall be subject to the agreement of the Director, which shall not be unreasonably withheld.

40.4.1.a [NEW] If two or more Members request to teach additional courses or sections the most qualified Member (in the opinion of the University) shall be considered first for the overload. If the qualifications are equal, the Member with the most seniority shall be considered first.

40.4.1.b [NEW] If a Member is denied overload, the Member shall be provided with reasons in writing.

40.5 The value of the annual base administrative honorarium (effective on 01 May of each year) will be established based on the assignment of responsibilities for the Program Coordinators multiplied by a factor of \$50.00 per percentage of time spent on administrative duties.

40.6 Program Coordinators will be eligible for consideration of administrative merit pay (i.e., in addition to the merit pay per 40.3), based on their administrative performance as determined by the Associate Director (Academic) ~~Dean, OAC~~. The Administrative Merit pool amount will be established by multiplying the total number of Program Coordinators employed as of May 01 of each year, by \$2,500. The maximum bonus that can be awarded to any individual will be \$5,000. The bonus is a one-time payment and is not added to base salary.

40.6.1 The Administrative merit pool shall be divided among eligible Program Coordinators whose performance rating in the area of administration is “Very Good” or “Outstanding” as follows:

- a) Program Coordinators whose performance rating in the area of administration is “Very Good” shall be assigned a score of 1 point;
- b) Program Coordinators whose performance rating in the area of administration is “Outstanding” shall be assigned a score of 2 points;
- c) The scores of all Program Coordinators shall be added to determine the total of performance rating points;

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- d) Each Program Coordinator whose performance has been rated as “Very Good” shall receive a ~~salary adjustment~~ one-time payment in the form of an increment equal to the value of one performance rating point in each year;
- e) Each Program Coordinator whose performance has been rated as “Outstanding” shall receive a ~~salary adjustment~~ one-time payment in the form of an increment equal to the value of two performance ratings points in each year.

Professional Development Reimbursement for College Professors and College Research Professors

40.6 In the interest of staff development, the University provides a Professional Development Reimbursement to all regular full-time (including reduced workload) and Temporary Full Time Members who have completed one academic year, and who are actively employed on September 15 each year. The amount available is as follows:

- ~~Effective May 1, 2016: \$1,125~~
- ~~Effective May 1, 2016: \$1,125~~
- ~~Effective May 1, 2017: \$1,125~~
- May 1, 2019: \$750

The above amount is for use between May 1, 2019 and December 31, 2019. All PDR claims must be submitted no later than January 31, 2020.

40.6.1 Eligible Expenditures

Each eligible Member is allotted the sum for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with University reimbursement procedures. The use of these funds must relate directly to the Member’s teaching, scholarship or Administration under his/her general University responsibilities.

- a) books, manuscripts, subscriptions, equipment, software, instruments, or materials, all of which become the property of the University;
- b) tuition or fees for professional training courses;
- c) travel and costs for meetings or professional activities such as conferences;
- d) membership dues in professional associations or learned societies;
- e) scholarly assistance such as computer time.

40.6.2 Operation

- a) In each fiscal year the University will adjust OAC’s budget allocations for the number of eligible Members.

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- b) ~~A claim year is the fiscal year of May 1 to April 30. The claim period is from May 1 to December 31.~~
 - c) An employee may submit two claims per ~~year~~ claim period, using a Personal Expense Claim form, authorized by the Director, to Revenue Control with original receipts.
 - d) If a Member has a single purchase expense that exceeds the annual PDR, they may carry it forward for reimbursement for a maximum of two further years. Members must maintain the associated carry forward records and receipts. Nevertheless, employees may not carry unspent PDR funds forward to future years.
 - e) Two or more individuals may pool their PDRs for larger purchases. They may claim only for expenses in the current year.
- 40.6.3 For College Professors and College Research Professors who are on an approved reduced workload NOT related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.
- 40.6.4 For newly appointed College Professors and College Research Professors, hired after September 15th, a prorated amount calculated as: (Months remaining to ~~April 30th~~ December 31st from Date of Hire/~~12~~ 8) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.
- 40.6.5 College Professor and College Research Professors who are retiring or resigning shall receive in their year of retirement/resignation a pro-rated amount calculated as: (Number of months worked in final PDR year)/(~~12~~ 8 X Annual PDR allocation)

Flexible Spending Account for College Professors and College Research Professors

40.7 [NEW] Effective January 1, 2019, the University will provide Flexible Spending Credits (Flex Credits) to all regular full-time (including reduced workload) Members as well as temporary full-time Members who have completed twelve months of service. Each eligible Member will be provided with Flex Credits in the amount of:

January 1, 2020: \$1,200

January 1, 2021: \$1,200

Eligible Members elect to allocate their Flex Credits to one (1) of the following three (3) accounts:

a) Professional Development Reimbursement (PDR)

Professional Development Reimbursement (PDR) can be used by Members for professional expenses including:

- i. books, manuscripts, subscriptions, equipment, software, instruments or materials, all of which become the property of the University;
- ii. tuition or fees for professional training courses;
- iii. travel and costs for meetings or professional activities such as conferences;

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- iv. membership dues in professional associations or learned societies; or,
- v. scholarly assistance such as computer time.

b) Health Care Spending Account (HCSA)

The Health Care Spending Account (HCSA) can be used to pay for eligible Member and/or eligible spouses/dependents qualifying medical and dental expenses under the Income Tax Act (Canada), incurred after the deposit date, that are not covered or are only partially covered by the University's group benefits plan.

c) Taxable Wellness Spending Account (TWSA)

Supports health and wellness for eligible Members only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including but not limited to fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

40.8 Operation of the Flex Credit Program

a) Allocation of Flex Credits

- i. All allocations of Flex Credits must be made in twenty-five-dollar (\$25) increments.
- ii. This election must be made by November 30 of the year prior to the Calendar Year in which the credits will be allocated to the various accounts. Only one election made be made in any year.
- iii. The election as to the allocation of Flex Credits is irrevocable.
- iv. Where an eligible Member fails to make an election for the Flex Credits, as an automatic default fifty percent (50%) of the employees Flex Credits will automatically be credited to the PDR account, and fifty (50%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Account.

b) Eligibility

- i. Participation in the Flex Credit arrangement is restricted to active Members who hold a regular full-time position as well as Members who are employed in a temporary full-time position and who have completed twelve months of service with the University of Guelph as at January 1 of each calendar year. For the purpose of this agreement active employees shall include those employees on Research/Study leave, any statutory protected leave (i.e. maternity or parental leave, family medical leave, etc), short term disability, long term disability, drawing WSIB benefits, on vacation or an otherwise approved paid leave of absence. Active Member does not include Members who are on a leave of absence without pay or those on a salary continuance arrangement.
- ii. Retirees are not eligible to participate in this Flex Credit arrangement.

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

- iii. Newly hired eligible Members shall have access to 100% of Flex Credits for the calendar year, provided their employment commences on or before July 1 of the same calendar year.
 - iv. All eligible Members whose employment commences after July 1, with the exception of those hired after November 30, as detailed below, will see their Flex Credits prorated by fifty (50%) for the balance of that calendar year.
 - v. Those Members hired after November 30th will not be eligible to participate in the flex spending program until the following calendar year.
 - vi. All Members hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA, PDR or TWA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.
- c) Account Balance Carry Forward Provisions**
- i. The same carry forward provisions will apply to all three (3) accounts.
 - ii. Unused account balances can be carried forward and combined with new Flex Credit allocations for the following calendar year.
 - iii. At the end of the second calendar year, any balances remaining in the HCSA and TWA from the previous year will be forfeited. (i.e., spending in any one year must exceed funds carry-forward from year immediate preceding.) Balances remaining in the PDR will be transferred to the library acquisitions budget.
 - iv. Carry-forward balances must remain in the original accounts – i.e., no inter account transfers are permitted once the allocation election has been made.
- d) Payment of claims**
- i. The claim year is January 1st to December 31st
 - ii. **HCSA and TWSA:** Members can submit claims at any time throughout the year, however all claims must be received by the carrier no later than March 31st following the year in which the expenses have been incurred. Members retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.
- e) PDR**
- i. Annual PDR expenses claimed, must be incurred and paid by the Member by December 31 of each calendar year. Members can submit authorized claims, in accordance with University policies, at any time during the calendar year. The University's Financial Services (Payment Services) will issue instructions regarding claim submission deadlines for each calendar year. Members retiring or terminating must have all PDR claims submitted prior to their last day of employment.

Pension

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

40.7 Employee Contributions to the Professional Plan

Table of Proposed Pension Plan Contribution Changes:

Effective Date:	May 1, 2015⁹*	May 1, 2016²⁰	May 1, 2017²¹**
Below YMPE	<u>7.5%</u>	<u>8.0%</u>	<u>8.5%</u>
Above YMPE	<u>9.5%</u>	<u>10.0%</u>	<u>10.45%</u>
* Current Rates			
** Maximum Rates. Limited by 40.7.2			

40.7.1 The University and UGFA Unit 2 agree in principle to a negotiated framework for the equal sharing of normal actuarial costs through collective bargaining. Under this framework the precise rates will be determined by the plan actuary for the Professional Plan (the Plan) using the most current Plan valuation and with due consideration being given to the importance of recognizing earnings below and above the YMPE. The University will meet with UGFA Unit 2 to review the applicable valuation results to support the Normal Actuarial Cost changes. This review will include documentation prepared by the Plan’s actuary who certified the new Normal Actuarial Cost requirements in respect of UGFA Unit 2 members, including a summary of the underlying UGFA Unit 2 membership data used to prepare the valuation results.

40.7.2 Based on certification of results by the Plan actuary, member contribution rates will be set sufficient to fund 50% of that portion of the University’s Normal Actuarial Cost above 100% of the member contributions at the time of the valuation. Under this calculation member contribution rates will be adjusted in accordance with the table herein, and subject to an annual maximum increase of 0.50%, to be implemented effective May 1, 2017 2020 and May 1, 2018 2021, if necessary.

The University and UGFA Unit 2 agree that in no case, will Employer contributions be less than Member contributions.

Appendices

RENEW and AMEND Appendix A (University Policies related to the Terms and Conditions of Employment for UGFA Unit 2):

HR Policy 305: Employment Equity Policy

<https://www.uoguelph.ca/hr/node/483/>

<https://www.uoguelph.ca/diversity-human-rights/employment-equity/employment-equity-policy>

HR Policy 311: Personal Data Change

<https://www.uoguelph.ca/hr/node/487/>

<https://www.uoguelph.ca/hr/node/4124/>

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

HR Policy 316: Conditions of Employment

<https://www.uoguelph.ca/hr/node/490/>
<https://www.uoguelph.ca/hr/node/4127/>

HR Policy 401: Educational Opportunities Program

<https://www.uoguelph.ca/hr/node/492/>
<https://www.uoguelph.ca/hr/node/4129/>

HR Policy 403: Scholarship Plan

<https://www.uoguelph.ca/hr/node/494/>
<https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/403-scholarship-plan>

HR Policy 502: Paid Holidays

<https://www.uoguelph.ca/hr/node/496/>
<https://www.uoguelph.ca/hr/node/4133/>

HR Policy 511: Consumption of Alcoholic Beverages, Illicit Drugs or Recreational Cannabis at Work

<https://www.uoguelph.ca/hr/node/503/>
<https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/511-consumption-alcoholic-beverages-illicit-drugs-or-recreational-cannabis-at-work-all-employees>

HR Policy 513: Time off for Hazardous Weather/Emergency Closings

<https://www.uoguelph.ca/hr/node/504/>
<https://www.uoguelph.ca/hr/node/4140/>

HR Policy 515: Employee Assistance Program

<https://www.uoguelph.ca/hr/node/505/>
<https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/515-employee-assistance-program-all-staff>

HR Policy 518: Athletic Fee Subsidy

<https://www.uoguelph.ca/hr/node/506/>
<https://www.uoguelph.ca/hr/node/4142/>

HR Policy 608: Pay at Death

<https://www.uoguelph.ca/hr/node/507/>
<https://www.uoguelph.ca/hr/node/4143/>

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

Intellectual Property

http://www.uoguelph.ca/research/system/files/intellectual_property_policy.pdf

NEW Appendix B (Health, Safety and Wellness Resources):

Accommodation Partnership Program

<https://www.uoguelph.ca/facultyrelations/college-professors/accessibility-college-professors>

Environmental Health and Safety

<https://www.uoguelph.ca/hr/hr-services/welcome-environmental-health-safety>

Incident and Injury Reporting

<http://www.uoguelph.ca/hr/incident-and-injury-reporting>

Ergonomics

<http://www.uoguelph.ca/hr/staff-faculty/health-well-being/ergonomics>

Occupational Health Surveillance

<https://www.uoguelph.ca/hr/hr-services-occupational-health-wellness/occupational-health-surveillance>

Sexual Violence Support & Information

<https://www.uoguelph.ca/sexualviolence/policies>

Workplace Harassment Prevention Policy

<https://www.uoguelph.ca/hr/hr-services/environmental-health-safety-ehs/workplace-harassment-prevention-policy-and-program>

Workplace Violence Prevention Policy

<https://www.uoguelph.ca/hr/hr-services/environmental-health-safety-ehs/workplace-violence-prevention-policy-and-program>

Wellness@Work

<https://www.uoguelph.ca/wellnessatwork/>

Additional website links may be developed through the life of this agreement. Such links and updates will be forwarded to Members via email.

Letters of Understanding

DELETE Letter of Understanding 1 (Accommodation Partnership Agreement)

REPLACE Letter of Understanding 2 (Course Teaching Evaluations)

The Parties agree that until such time as a new university-wide Student Evaluation of Teaching tool is developed, the current approved SET shall remain in use.

**UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022**

RENEW, AMEND and RENAME Letter of Understanding 3 (Executive Council)

There shall be one Member representative (College Research Professor/College Professor) on the Executive ~~Council~~ Committee, appointed April 1st by the UGFA for a two-year term. A Member is limited to two consecutive terms.

The Executive ~~Committee~~ Council shall meet bi-monthly with the general purpose of reviewing key activities of the campus related to academic, research, business development, capital investment and strategic investment. Responsibilities of the Council ~~Committee~~ include collegial input on strategic direction, reviewing key campus initiatives and enhancing campus communication.

AMEND Letter of Understanding 4 (Teaching by Non-UGFA Members)

Except under exceptional circumstances, the University will not substantially increase the number of non-UGFA Unit 1 or Unit 2 Members performing the teaching duties at Ridgetown and Clinton.

DELETE Letter of Understanding 5 (Scholarship Plan for Regular Full Time College Professors and College Research Professors)

REPLACE Letter of Understanding 6 (Performance Assessment Criteria Documents)

A joint committee shall be established within 60 days of ratification to review and amend the "Performance Assessment Guidelines/Templates and Criteria Assessment" Documents to reflect the newly ratified Collective Agreement. The Joint Committee shall consist of three members from Management and three members for UGFA. If a mutually agreeable document cannot be finished within 90 days of the striking of the committee, the matter will be put to a mutually acceptable arbitrator for a final binding version. The revised documents shall be incorporated into the Collective Agreement by reference. The above timelines may be amended by mutual agreement.

DELETE Letter of Understanding 7 (Director's Salary Anomaly Fund)

NEW Letter of Understanding 8 (Benefits)

Effective on the first day of the second month following ratification, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors licensed and registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,

UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022

- c) Remove the requirement for a physician's referral for massage therapy.

Effective July 1, 2019, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

NEW Letter of Understanding (Veterinary Technology and Veterinary Office Administration Program Workload)

The Parties agree that within four (4) months of ratification of the collective agreement, a joint committee shall be established (3 members from UGFA and 3 members from the University of Guelph plus the Veterinary Technology and Veterinary Office Administration Program Coordinators) to:

- 1) Rectify workload, responsibilities, duties and tasks assigned in addition to 16.2 related to teaching in the Veterinary Technology Program (VT) and Veterinary Office Administration Program (VOA), the Association shall provide to the joint committee a listing of said tasks currently performed by Members. The listing shall be completed within 20 days of ratification. The joint committee shall discuss the schedule of duties and provide recommendations to Management. Management will determine the distribution of tasks and inform Members within 20 days of the committee making its recommendations.
- 2) Review the issue of vacation and workload for Members who teaching in the Veterinary Technology (VT) and Veterinary Office Administration (VOA) programs on a twelve-month basis. Any recommendations from the committee accepted by Management altering the terms and conditions of employment shall be put to the affected members for a vote. The committee recommendations accepted by Management shall be completed within 18 months of ratification.

NEW Letter of Understanding (Course Scheduling)

The Parties agree that the Members will elect one (1) Member on a biennial basis (beginning 2019) to participate in the scheduling process in addition to the Program Coordinators. Biennial elections for this position will be held no later than April 30 of the applicable year.

NEW Letter of Understanding (Maintenance of the Scholarly Environment)

The Parties acknowledge that a critical mass of RFT Members is essential to enable Ridgetown to achieve its mission. The Parties agree that work performed by College Lecturers, while of value to the institution, does not satisfy this need.

NEW Letter of Understanding (Employee Assistance Program)

The Parties agree to make available, effective September 1, 2019 access to an Employee Assistance Program (EAP) to College Lecturers and their eligible spouses and/or dependents. Access to the EAP services will be limited to periods where a Member holds an active Lecturer appointment. In order to ensure continuity of care and to provide continued support,

UGFA UNIT 2 MEMORANDUM OF SETTLEMENT
MAY 1, 2019 to APRIL 30, 2022

where EAP services were accessed during an active Lecturer appointment and the contract ends prior to program completion, such access will be continued into the next semester. EAP entitlements and program eligibility will be in accordance with the contract between the University and the EAP provider which may be amended from time to time.

NEW Letter of Understanding (Joint Salary Review Committee (JSRC))

The Parties agree to establish a Joint Salary Review Committee (JSRC), within 90 days of the ratification of the Collective Agreement, to examine revisions to the current salary model for UGFA Unit 2. Such discussions shall be without prejudice or precedent. Any changes to the salary structure will require the agreement of both parties during the next round of negotiations.

Memoranda of Understanding

RENEW Memorandum of Understanding 1 (Self-Funded Leave for Regular Full Time Members)

RENEW Memorandum of Understanding 2 (8-9-10 Month Appointments)