Memorandum of Settlement (this “Settlement”)

Between

The University of Guelph (the “University”)

And

The United Steel Workers – Local 4120 Unit A Postdoctoral Scholars

Together (the “Parties”)

Re: Renewal 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 Collective Agreement.

3. Current Provisions for extended health, dental, long term disability and life insurance 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 in effect on date of ratification.

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.

For the University:

Andrew Boaden
Ben Bradshaw
Laurie Arnott
Andrew Bailey
Ramneek Pooni

For the United Steel Workers:

John Taart
Sean Logan
Serra-Willow Buchanan
Marsha Hinds Myrie
Geovanna Zara
Claire Stevenson

Article 23 - Intellectual Property

23.4 Matters of intellectual property, copyright, authorship, and co-authorship misconduct can be resolved through the Responsible Conduct of Research Policy or successor policies.

Article 25 – Wages

~~25.1 The stated minimum applicable annualized stipend/salary from all combined sources of employment income to each Employee shall be as follows:~~

~~May 1, 2021: $33,330~~

~~May 1, 2022: $33,663~~

25.1 Following ratification of this renewal Agreement, the Employer shall provide a minimum base salary applicable to Employees from all combined sources of $39,000. The minimum base salary and the salaries of all Employees will increase as follows:

Year	Effective Date	Increase amount	Minimum base salary
2023	May 1, 2023	2.5%	$39,000
2024	May 1, 2024	3.25%	$40,267
2025	May 1, 2025	3.5%	$41,676

Note: This wage increase will be retroactive to May 1, 2023 and will be implemented within the first 60 days that follow the date of ratification. To receive this increase, Employees must be actively employed in the Bargaining Unit on the date of ratification (Effective Date). Employees who are not actively employed in the Bargaining Unit on the Effective Date will not receive an increase. Employees who are actively employed in the Bargaining Unit following the Effective Date will be paid no less than the minimum base salary set out above. Employees who are actively employed in the Bargaining Unit on the Effective Date will receive either the percentage increase or an increase to minimum base salary, whichever is higher, but not both.

~~25.3 Each active Employee will receive a wage increase calculated in the aggregate across all Employees, as follows (annualized):~~

~~May 1, 2021: 1%~~
~~May 1, 2022: 1%~~

Change 25.4 to 25.3 and subsequent changes to numbering.

25.6 c) Nothing in this article precludes a Postdoctoral Scholar and their Supervisor from negotiating a contract extension of a length up to the length of time taken for an approved Leave. All appropriate reasons for extension will be given consideration.

NEW 29.11 Flexible Spending Credits

For the purpose of establishing the program, effective date of ratification and each January 1st thereafter, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible employees. Each eligible employee will be provided with Flex Credits in the amount of:

2023: $300
2024: $400
2025: $500

Eligible Members elect to allocate their Flex Credits into one (1) or more of the following two (2) accounts:

- **Health Care Spending Account (HCSA)**

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

- **Taxable Wellness Spending Account (TWSA)**

The TWSA is intended to support the health and wellness for employees 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.

Operation

1. **Allocation of Flex Credits**

   - All allocations of Flex Credits must be made in fifty dollar ($50) increments.
   - Normally, this election must be made by November 30th of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one (1) election may be made in any year.
   - The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
   - Where an employee fails to make an election for the Flex Credits, as an automatic default, one hundred per cent (100%) will be automatically credited

to the employee's HCSA, with no allocation to the Taxable Wellness Spending Account.

Eligibility

1 All members who hold an appointment of greater than or equal to 0.35 FTE, and greater than a six (6) month appointment term, will be eligible for Flex Credits from their first day of their appointment.
2 For the purpose of this Agreement, active PDS shall include those employees on any statutory protected leaves (i.e. maternity or parental leave, family medical leave, etc..). Those on non-statutory protected leaves, including short term disability, long term disability, drawing WSIB benefits, or an otherwise approved leave of absence as at (Effective Date of Flex Credits) will be able to participate upon their return to active employment. An active PDS does not include a PDS on a leave of absence without pay for a period of thirty (30) calendar days of more.
3 Newly hired PDS will have access to one hundred percent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1st of the same calendar year.
4 All PDS whose employment commences after July 1st, with the exception of those hired after November 30th, as detailed below, will see their Flex Credits prorated by fifty per cent (50%) for the balance of that calendar year.
5 Those PDS hired after November 30th will not be eligible to participate in the Flex Credit program until the following calendar year.
6 All employees 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 or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

2. **Account Balance Carry Forward Provisions**

- The same carry forward provisions will apply to both the HCSA and TWSA.
- Unused account balances can be carried forward and combined with new Flex Credits allocations for the following calendar year.
- At the end of the second calendar year, any balances remaining from the previous year will be forfeited. (i.e., spending in any one (1) year must exceed funds carry forward from year immediately preceding.)
- Carry forward balances must remain in the original accounts (i.e., no inter account transfers are permitted once the allocation election has been made).

Article 30 - Professional Development Fund

30.2 A Professional Development Fund will be established and funded annually by the Employer, to provide support for professional development activities that are not otherwise funded by the Employee's Supervisor or Department. The fund shall be established in the following amounts, payable on the dates noted:

May 1, 2023: $8,000
May 1, 2024: $~~8,000~~ $10,000
May 1, 2025: ~~$8,000~~ $12,000

Any unused funds shall be carried over and added to the next year's fund. The fund will be administered by USW 4120. Criteria, priorities, and procedures for application to and distribution of the fund shall be established by USW 4120 and be made available for review by members on their website. If requested, USW 4120 will provide the Employer with a written report detailing the disbursement of the Professional Development Fund.

Article 32 – Duration

32.1 This Agreement shall be effective from May 1, 2023 ~~Date of Ratification (DOR)~~ and shall remain in force and effect until ~~April 30, 2023~~ April 30, 2026. Thereafter, this Agreement shall remain in effect from year to year ~~thereafter~~ unless either Party gives to the other Party a written notice of termination or a desire to amend this Agreement.