

SUPPLEMENTARY MEMORANDUM OF AGREEMENT

B E T W E E N:

THE UNIVERSITY OF WESTERN ONTARIO FACULTY ASSOCIATION

(“UWOFA”)

-and-

THE UNIVERSITY OF WESTERN ONTARIO

(“Employer” or “Western”)

- and –

THE BRESCIA FACULTY ASSOCIATION

(“BFA”)

- and –

BRESCIA UNIVERSITY COLLEGE

(“Brescia”)

- A. Western and Brescia are negotiating a potential strategic integration of Brescia with the Employer’s operation;
- B. If the integration proceeds, in giving effect to its commitment to offer the Brescia programs to current Brescia students for the duration of their enrollment, Western will identify efficiencies by eliminating duplicative course offerings;
- C. Western and UWOFA reached a Memorandum of Agreement dated November 15, 2023 that created a path for the appointment of full time (Tenured, Tenure-Track and Limited Term Appointments) and Teaching Sessional faculty members of Brescia at Western and established various priorities regarding the assignment of contract teaching if an integration proceeds (the **“Western/UWOFA MOA”**, attached as **Appendix A**);
- D. If the integration proceeds, the Employer intends to file an intermingling application with the Ontario Labour Relations Board seeking declarations that effective as of the date of integration, the Employer is not bound by the Collective Agreement currently in force between Brescia and the BFA, that as of the integration date one bargaining unit will exist at Western for faculty members and that UWOFA will be the sole bargaining agent for that bargaining unit (the **“OLRB Intermingling Application”**);

- E. All four Parties wish to reach agreement on the issues in dispute as set out in this Supplementary Memorandum of Agreement, which provides for further terms that will facilitate the integration of Brescia on a without prejudice and exceptional basis;
- F. The Parties acknowledge that Brescia will cease to exist after the date of integration. As such, any program in existence after May 1, 2024 will be subject to the normal academic decision making processes in place at Western;
- G. It is agreed and understood that both UWOFA and BFA have acted in good faith, consistent with their duties of fair representation obligations; and
- H. The Parties agree that time is of the essence.

NOW THEREFORE, the Parties agree as follows:

- 1. Letters of Integration for Academic Appointments will function as Letters of Appointment (“Integration Letter”) for Brescia faculty members who are appointed with Western as a result of Brescia’s integration (“New Members”).

Assignment of Teaching

- 2. With respect to the assignment of contract (Limited Duties) teaching following integration, the following terms shall supplement the Western/UWOFA MOA:
 - a. For courses for which there is no other entitlement, Brescia contract faculty will be given priority in the application process over external applicants.
 - b. Nothing in this clause impacts “Teaching by Non-Members” described in Clause 3 of the *Appointments* Article of the Western/UWOFA Faculty Collective Agreement.

Sabbatical Carryover

- 3. The Parties agree that notwithstanding Clause 7 of the *Sabbatical Leave* Article of the Western/UWOFA Collective Agreement, New Members will carry over accrued sabbatical credit earned at Brescia up to a maximum of 1 year’s Sabbatical Leave. The accrued Sabbatical Leave credit and the New Member’s eligibility to apply for a Sabbatical Leave will be stated in the New Member’s Integration Letter. Sabbatical Leaves approved by Brescia prior to integration and scheduled to commence in 2024 and 2025 will be honoured by Western.

COVID-19 Course Releases

- 4. Unclaimed 0.5 FCE course credits of New Members due to COVID-19 and as described in Brescia/BFA’s Minutes of Settlement dated June 15, 2021 (**Appendix B**) will flow through and will be honoured by Western.

Benefits and Pension Plan

5. Full-time New Members and any eligible dependents will be eligible for group benefits set out in the Western/UWOFA Faculty Collective Agreement, which does not require a waiting period.
6. The New Member's Date of Full-Time Faculty Appointment at Brescia University College will be used to determine eligibility for post-retirement benefits with Western. The recognized prior years of Full-Time service will be specified in the Member's Integration Letter.
7. The New Member's Start Date at Brescia University College will be used to determine the date at which an additional 0.5% pensionable earnings in Western contributions will begin to accrue in the Pension Plan for Academic Staff.

Probationary Faculty

8. New Members in their probationary period will have their years of Full-Time service at Brescia University College count toward their probationary period and will automatically receive 1 additional year beyond the normal periods specified in the *Promotion, Tenure and Continuing Status* Article. New Members are not required to accept this extension and they may still elect to be considered for Tenure or Continuing Status in what would normally have been their final year. Their election must be made in writing to the Dean before the end of March of the calendar year in which consideration would commence (same terms as elections are now made under 17.7.1).
9. New Members in their probationary period must complete their first Western annual probationary meeting by June 30, 2024.

Performance Evaluation

10. New Members will be evaluated in the 2025-26 academic year of the Performance Evaluation cycle following their integration. Although New Members will not be evaluated until the 2025-2025 academic year, in their first year they shall participate in the mentorship meeting in accordance with Clause 3 of the *Performance Evaluation* Article of the Western/UWOFA Faculty Collective Agreement.

Limited Term Members

11. Years of continuous full-time service at Brescia University College will count for purposes of calculating when New Members on Limited Term Appointment reach no end date and other "service" purposes referred to in Clauses 8-8.7 of the *Appointments* Article.

Limited Duties Conversions

12. Only those who are UWOFA Members as of April 30, 2024, will be eligible for Limited Duties Conversions under the 2022-2026 Western/UWOFA Faculty Collective Agreement.

Service on Committees

13. New Members can be nominated in Spring 2024 for Committees starting July 1.
14. Full-time New Members currently teaching in the Food & Nutrition Program at Brescia shall maintain their status quo workload as at April 30, 2024, to be continued as an Alternative Workload. In the year after which a full-time New Member is first eligible to take a full year Sabbatical or by the end of the 2026-2027 Academic Year, whichever is sooner, workload balance shall be reviewed and may change based on mutual agreement of the Member and the Employer, as per the terms of the *Alternative Workload* Article.

New Member July 1, 2024 Salary Adjustment

15. Instead of the July 1, 2024 increase described in the Western/UWOFA Faculty Collective Agreement, New Full-Time Members will receive the same increase on July 1, 2024, that UWOFA Full-Time Members received on July 1, 2023. For greater clarity a 3% increase to base with PLCP flow through plus \$1750 lump sum to base salary.

Teaching Sessionals

16. Brescia Teaching Sessionals will be appointed to the end date of their existing contract as a Limited Term with 60% Reduced Workload Agreement. If appropriate teaching is available for them, their Reduced Workload percentage may be increased to 100%.

Joint Working Group

17. BFA may appoint two (2) ex officio, non voting members (from among the Brescia members slated to integrate) to the Joint Working Group created under the Western/UWOFA MOA.

Existing Professor Emeriti and Emeritae

18. BFA faculty who were granted Professor Emeritus or Emerita status prior to the date of integration will have their status continue to be honoured by Western following integration.

Faculty Start-Up Grant

19. Probationary New Members will be entitled to start up funding in accordance with the *Compensation and Benefits* Article of the Western/UWOFA Faculty Collective Agreement.

Flexible Benefit Credits

20. All full-time New Members will be allocated \$2,500 in flexible benefit credits that they may elect to allocate to the Professional Expense Reimbursement (PER), the Wellness Spending Account (WSA) or the Health Care Spending Account (HCSA) in accordance with the *Compensation and Benefits* Article of the Western/UWOFA Faculty Collective Agreement.

OLRB Intermingling Application

21. Brescia, BFA and UWOFA agree to consent to Western's OLRB Intermingling Application, provided that such application is an accurate reflection of the agreement reached by the parties, seeking declarations that effective as of May 1, 2024 (or such other date one day prior to an alternate integration date agreed by Western and UWOFA), one bargaining unit will exist at Western for faculty members (subject to exclusions referenced in the Western/UWOFA Faculty Agreement), that UWOFA will be the sole bargaining agent for that bargaining unit and that Western is not bound by the Brescia/BFA Collective Agreement.

Timing of Communication

22. The Parties agree to refrain from making any public statements regarding this Supplementary Memorandum of Agreement until 3 p.m. on Monday, December 18, 2023.

General


23. The Parties agree that this Supplementary Memorandum of Agreement resolves all existing or future disputes, claims or grievances of the BFA in any way relating to the potential Brescia and Western integration, other than enforcement of these terms.
24. Any disagreement over the interpretation, application, or implementation of this Supplementary Memorandum of Agreement shall be brought before William Kaplan in a timely manner. The parties shall make best efforts to reach a mediated agreement, but agree that William Kaplan shall have authority to render a decision to the parties in respect of any dispute about the interpretation, application, or implementation of the terms of this Supplementary Memorandum of Agreement.
25. This Supplementary Memorandum of Agreement is without prejudice or precedent to any other matter between or amongst any of the Parties, other than the fact that it is a supplement to the MOA between Western and UWOFA dated November 15, 2023.
26. The Parties each acknowledge that they understand the terms of this Supplementary Memorandum of Agreement, are represented by legal counsel with respect to it, and are entering into it voluntarily and freely.

27. This Supplementary Memorandum of Agreement may be executed by the Parties by electronic signature, by facsimile or email transmission and will have the same force and effect as an original executed version of these documents. The Parties agree that this Supplementary Memorandum may be executed in any number of counterparts with the same effect as if all the Parties had signed the same documents. Each counterpart is as valid and binding on all parties as every other counterpart, and all counterparts shall be construed together constitute one agreement.


Signed at London, Ontario this 15th day of December 2023




Western University
Per: ALAN STEPAN
I have authority to bind Western




Witness [print name below]
Florentine Strzelczyk



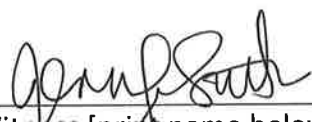
UWOFA
Per: Rachel Heydon, President
I have authority to bind UWOFA




Witness [print name below]
Jane Scholes



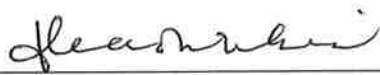
Brescia University College
Per: Ingrid Christensen
I have authority to bind Brescia University College



Witness [print name below]
Jennifer Suttar



Brescia Faculty Association
Per: Andrew Chater
I have authority to bind BFA



Witness [print name below]
HEATHER KIRK

APPENDIX A

MEMORANDUM OF AGREEMENT

B E T W E E N:

THE UNIVERSITY OF WESTERN ONTARIO FACULTY ASSOCIATION

(the “Association”)

-and-

THE UNIVERSITY OF WESTERN ONTARIO

(“Employer”)

- A. The Employer and the Association reaffirm their shared commitment to collegial governance and adherence to the UWOFA-Faculty and UWOFA-LA Collective Agreements;
- B. The Employer undertakes to ensure that shared values and its obligations to the Association, set out in the Collective Agreements, are fully respected now and in the future.
- C. The Employer proposes to integrate Brescia University College (“**Brescia**”) into its operations;
- D. Western’s Senate and Board of Governors retain their statutory authority as set out in *The University of Western Ontario Act, 1982* (as amended in 1988) and integration matters that fall within those authorities shall be brought forward for approval if a binding integration agreement is reached between Western and Brescia;
- E. The Association agreed to mediate with Western on a without prejudice basis to determine a path forward that will allow for the integration of Brescia, which is facing pressing and compelling financial difficulty;
- F. This Memorandum of Agreement is exceptional, not precedential, and the Association has engaged in mediation because of the information shared by the Employer about the pressing and compelling financial difficulty faced by Brescia. In these exceptional circumstances, the Association is willing to reach a compromise, as set out in this Memorandum of Agreement, which will allow for the integration of Brescia on terms providing certain protections for UWOFA's existing Members;
- G. The parties agree that time is of the essence.

NOW THEREFORE, the parties agree as follows:

- 1. The parties will release the joint statement, attached at Appendix A, and will confine their public statements to its contents. Appendix A and any public comment regarding the

terms of this Memorandum of Agreement will be embargoed until Noon on Friday, November 17, 2023.

Process for Integration of Brescia Faculty and Librarians

2. There are a maximum of 40 full-time Brescia faculty (tenured or tenure-track, limited term appointments), 4 current contract faculty with teaching sessional appointments and 2 librarians who are eligible for appointment at Western within the bargaining units represented by the Association. The Employer commits that any full-time Brescia faculty (tenured or tenure-track, limited term appointments) and current contract faculty with teaching sessional appointments and librarians who are appointed at Western will come with full funding for the length of the appointments. For greater certainty, all such funding shall be solely from the central budget and none will come out of the Career Trajectory Funds or unit budgets.
3. The parties' Alternative Workload process will be available to Chairs, Directors and/or Undergraduate Chairs whose service workload is increased by the integration (e.g. increased administrative work required to facilitate integration of faculty, librarians and programs). Requests for Alternative Workload will not be unreasonably denied.
4. The Employer undertakes that:
 - a. no Association Member will lose any existing right or entitlement as a result of the integration; and
 - b. No limited-term Member or Association Member with a Standing Appointment will face non-renewal or displacement as the result of the integration. For greater certainty, if a full-time Brescia faculty member appointed to a unit is qualified to teach and has been teaching courses that a limited-term Association Member has taught, that limited-term Association Member will not face non-renewal as a result of the Brescia faculty member's appointment. Further, if a full-time Brescia faculty member appointed to a unit is qualified to teach and has been teaching courses that a Member with a Standing Appointment has taught in the 2022/2023 or 2023/2024 academic years, for the 2024/2025 and 2025/2026 academic years, that Member with a Standing Appointment shall have priority for those courses.
5. In the assignment of teaching:
 - a. Association Members with Standing Appointments will take priority over Brescia contract faculty; and
 - b. In the assignment of courses for which there is no other entitlement, Association Members will be given priority in the application process over Brescia contract faculty or external applicants.
6. The "Association Members" or "Members" with protections described in paragraphs 4 and 5 are UWOFA Members as of the date of a binding integration agreement between Western and Brescia.

7. The parties emphasize their deep respect for the Appointments, the Promotion, Tenure and Continuing Status and the Continuing Appointments processes set out in the Collective Agreements. In these exceptional and extraordinary circumstances, without precedent or prejudice to any other matter, the parties agree that any of the 40 full-time Brescia faculty, 4 teaching sessionals and 2 librarians seeking a full-time appointment at Western who provide a CV and statement (including indicating their preference as to appointment type) to the Employer on or before March 1, 2024 will be deemed to be recommended to the Provost for a comparable appointment and rank at Western-as they hold or have been approved for at Brescia as of April 30, 2024 (e.g. a probationary faculty member who is currently under consideration for promotion and tenure and is approved before April 30, 2024, would come over with tenure and the rank approved by Brescia, a full professor would come over as a full professor etc.), subject to the following: The Provost will consider the advice of the relevant unit's Appointments Committee. The Employer will provide complete information about the Brescia faculty appointments, rank and unit in writing to the Association as soon as feasible.
8. Contingent on the binding integration agreement being reached and appropriate governance approval of Brescia integration and following the appointment of Brescia faculty members at Western in accordance with paragraph 7, twenty (20) new tenured, continuing or probationary faculty positions will be posted to be filled by Open Appointment over four (4) academic years starting 2024/2025. These new positions shall be in addition to any positions to be created in accordance with academic/budget plans. The Joint Working Group referenced below shall make recommendations regarding the units where the appointments will be made. If the Employer approves the Open Appointments in different units than recommended by the Joint Working Group, the Employer shall provide a written explanation to the Joint Working Group. All such new appointments will come with full funding for the length of the appointments, and all such funding shall be solely the central budget and not unit budgets. In no case will the Employer raise the appointment of Brescia faculty or these new positions as a reason to deny the creation of a position in the usual budget planning processes.
9. Contingent on the binding integration agreement being reached and appropriate governance approval of Brescia integration, one (1) new Archivist and one (1) new Librarian position shall be posted to be filled as soon as possible and no later than 90 days after the integration date. Full funding for the new positions will be added to the Western Libraries budget. The new positions shall be in addition to any approved position(s) under Western Libraries' operational/budget plans.
10. The Limited Duties Appointments processes set out in the Appointments Article of the Faculty Collective Agreement will be maintained. Brescia contract faculty may apply for positions through those processes in the normal course.

Joint Working Group

11. A Joint Working Group comprised of 4 representatives of the Employer and 4 representatives of UWOFA-F/UWOFA-LA will be immediately formed to administer all

Collective Agreement-related faculty and librarian and archivist provisions for the integration that are eventually agreed to between the Parties.

12. Any issue properly within the mandate of the Joint Working Group will not be dealt with by other existing bodies created to oversee and plan implementation issues. Those other bodies will address issues such as facilities, student residences, assets and liabilities.
13. Meetings of the Joint Working Group shall start the week of November 20, 2023 and will be held weekly (or more often on mutual agreement) until at least May 1, 2024 and beyond as mutually agreed.
14. Either co-chair of the Joint Working Group (or the co-chairs jointly) can refer unresolved issues to William Kaplan for mediation in a process determined by Kaplan.

Other

15. The Association will appoint a representative to join the Provost Advisory Committee (whose mandate includes advising the Provost on the best course of action on learning environment pathways, academic culture and the Brescia-Ursuline legacy).
16. The Employer will pay William Kaplan's full mediation fees up to and including the date of the execution of this Memorandum of Agreement. For greater certainty, these fees shall be paid by Western as a condition of reaching this Memorandum of Agreement and regardless of the outcome of the proposed Brescia integration.
17. Any disagreement over the interpretation, application, or implementation of this Memorandum of Agreement shall be brought before William Kaplan in a timely manner. The parties shall make best efforts to reach a mediated agreement, but agree that William Kaplan shall have authority to render a decision to the parties in respect of any dispute about the interpretation, application, or implementation of the terms of this Memorandum of Agreement.
18. The Employer shall provide the Association with additional release time of three (3) full course equivalents for faculty, and 0.1 of a full time equivalent for librarian/archivists time to be used by July 1, 2025 in connection with administration of this Memorandum of Agreement.
19. The Association hereby withdraws its policy grievance dated October 12, 2023 and within two (2) business days will discontinue its Application for Judicial Review dated October 12, 2023 relating to the proposed Brescia integration.
20. This Memorandum of Agreement is without prejudice or precedent to any other matter between the parties.

21. The parties each acknowledge that they understand the terms of this Memorandum of Agreement, are represented by legal counsel with respect to it, and are entering into it voluntarily and freely.
22. This Memorandum of Agreement may be executed by the parties by electronic signature, by facsimile or email transmission and will have the same force and effect as an original executed version of these documents. The parties agree that this Memorandum may be executed in any number of counterparts with the same effect as if all the parties had signed the same documents. Each counterpart is as valid and binding on all parties as every other counterpart, and all counterparts shall be construed together constitute one agreement.

Signed at London, Ontario this 15th day of November 2023



Western University

Per: Alan Shepard, President

I have authority to bind Western.



Witness [print name below]


Florentine Szreleczyk



UWOFA

Per: Rachel Heydon, President

I have authority to bind UWOFA



Witness [print name below]

Yala Ventresca

APPENDIX A – JOINT STATEMENT

EMBARGOED UNTIL NOON FRIDAY, NOVEMBER 17, 2023

Western University and the University of Western Ontario Faculty Association (UWOFA) will release the following joint statement.

Earlier this year, Brescia University College approached Western about financial difficulties it was facing and proposed an integration. In September, Western entered into a non-binding Memorandum of Understanding with Brescia regarding integration. In light of the sensitivity around the livelihoods of Brescia faculty and staff, Western entered into this non-binding agreement without advance notice to or consultation with the Senate or with UWOFA, the exclusive bargaining agent for Western's faculty members and librarians and archivists.

While entering into the Memorandum was motivated by good intentions towards Brescia, upon reflection, Western should have meaningfully consulted earlier with UWOFA as the exclusive bargaining agent for Western's faculty members and librarians. Western apologizes that its approach with UWOFA did not reflect our shared values including our commitment to collegial governance and acknowledges that this has caused undue strain in its important relationship with UWOFA. Western is committed to regular and meaningful consultation with UWOFA regarding faculty and librarian-related integration issues moving forward and to abiding by its responsibilities and obligations under the Collective Agreements.

Since UWOFA appropriately raised these concerns, Western and UWOFA have been working diligently, with the assistance of a mediator, and are now in a position to update the university community that they have reached a resolution.

UWOFA and UWOFA-LA will continue to be vigilant in maintaining the integrity of the Collective Agreements' processes in academic hiring. At the same time, UWOFA recognizes that the exceptional circumstances facing Brescia faculty warranted some compromise and solidarity for the greater good of faculty and librarian colleagues.

The parties' agreement includes:

- UWOFA and UWOFA-LA Members will continue to enjoy all existing rights and entitlements;
- Full-time Brescia faculty who opt to join Western will be integrated into Western;
- Priorities are established regarding assignment of contract teaching;
- The parties will immediately create a Joint Working Group that will meet regularly to address faculty, librarian and archivist integration issues;
- Western has committed to creating 20 new full-time faculty positions over the next 4 years; and
- Western has committed to creating 1 new Librarian position and 1 new Archivist position within 90 days of a binding integration agreement and governance approval.

The resolution paves a path for integration of Brescia faculty, librarians, students and programs into Western. The parties are pleased to have been able to reach this outcome.

APPENDIX B

MINUTES OF SETTLEMENT

B E T W E E N:

BRESCIA UNIVERSITY COLLEGE

(“Brescia”)

- and -

BRESCIA FACULTY ASSOCIATION

(the “BFA”)

(collectively the “Parties”)

WHEREAS the BFA filed a Policy Grievance date September 16, 2020, regarding an alleged violation of Article 19.5(d) of the Collective Agreement in place between the parties from July 1, 2016 to June 30, 2020;

AND WHEREAS the Ontario Government had issued various government orders and regulations under the *Emergency Management and Civil Protection Act (“EMCPA”)*;

AND WHEREAS the *EMCPA* was implemented as result of the COVID-19 pandemic;

AND WHEREAS the COVID-19 pandemic necessitated the cancellation of in-person classes and the implementation of online classes as an alternative method of curriculum delivery, for a period of time (the “COVID-19 pandemic period”);

AND WHEREAS the COVID-19 pandemic period ran for a portion of the spring semester of the 2020 – 2021 academic year, commencing on or about March 16, 2020, as well during the 2020 summer term, the entirety of the 2021 academic year and the 2021 summer term;

AND WHEREAS at the time of implementation of the alternative method of curriculum delivery, Brescia intended for it to be a temporary response to the COVID-19 pandemic;

AND WHEREAS the Parties recognize that the change to this alternative method of curriculum delivery necessitated additional training and professional development for faculty, in order to facilitate its implementation;

AND WHEREAS the Parties are desirous of fully and finally resolving the September 16, 2020 Grievance, and all matters related thereto;

NOW THEREFORE the Parties agree as follows:

1. The September 16, 2020 Grievance is hereby withdrawn and deemed fully and finally settled.

2. Brescia shall pay to each full-time faculty member a stipend in the amount \$1,000.00. In addition, each FT Member who was not on a full- or half-year sabbatical during the F/W 2020-2021 academic terms will receive a 0.5 FCE course credit. FT Members will apply the 0.5 credit to their workload in one of the five academic years between 2022 – 2027, such that no more than 4.0 FCE total for the bargaining unit may be applied in any one year. Finally, CWRTER funds for FT Members will be carried over from 2020-2021 to 2021-2022. These provisions acknowledge the additional training and professional development that full-time faculty had to undergo in order to implement the alternative curriculum delivery methodology and the consequent loss of research time.

3. Brescia shall pay to each contract faculty member a stipend in the amount \$200.00 per 1.0 FCE for the 2020 summer term, Fall/Winter 2020-2021 and the 2021 summer term; on account of the additional training and professional development that contract faculty had to undergo in order to implement the alternative curriculum delivery methodology.

4. The Parties agree that current Article 19.5(d) shall be removed from the Collective Agreement.

5. Student evaluations, if any are held, for the COVID-19 pandemic period will not be used for the purposes of annual performance evaluations or tenure/promotion evaluations in the case of full-time faculty members, or course appointment decisions in the case of contract faculty members, without the prior written approval of the Member.

6. Full-time faculty members shall not be negatively affected in Annual Performance Review judgements or decisions about promotion or tenure due to effects of the COVID-19 pandemic, including but not limited to shifting to emergency remote teaching, limitations of access to scholarly infrastructure, and any inability to engage in research and/or service activities.

7. These Minutes of Settlement are entered into without prejudice or precedent to any other matter between the Parties.

For Brescia:

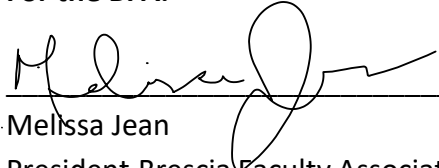


Ingrid Christensen
Acting Director, Human Resources

June 15,2021

Date

For the BFA:



Melissa Jean
President, Brescia Faculty Association

June 15,2021

Date