

## MEMORANDUM OF AGREEMENT

BETWEEN:

**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- F. This Memorandum of Agreement is exceptional, not precedential, and the Association has engaged in mediation because of the information shared by the Employer about the pressing and compelling financial difficulty faced by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.

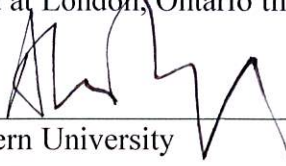
12. Any issue properly within the mandate of the Joint Working Group will not be dealt with by other existing bodies created to oversee and plan implementation issues. Those other bodies will address issues such as facilities, student residences, assets and liabilities.
13. Meetings of the Joint Working 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 15<sup>th</sup> day of November 2023



Western University  
Per: Alan Shepard, President

I have authority to bind Western.



Witness [print name below]

Florentine Szekely



UWOFA  
Per: Rachel Heydon, President

I have authority to bind UWOFA



Witness [print name below]

Tala 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.