

**MEMORANDUM OF SALARY SETTLEMENT**  
between the  
**UNIVERSITY OF WATERLOO (the University)**  
and the  
**FACULTY ASSOCIATION OF THE UNIVERSITY OF WATERLOO (FAUW)**

February 19, 2021

The University of Waterloo and the Faculty Association of the University of Waterloo hereby agree to the following salary settlement:

1. Term of agreement: 1 May 2021 to 30 April 2024 (three years).
2. Scale increase:           effective 1 May 2021           1.00%  
                                  effective 1 May 2022           1.00%  
                                  effective 1 May 2023           1.00%
3. The University will instruct the Pension & Benefits Committee (PBC) to provide FAUW members and their eligible dependents (the participants) with a basic vision care plan (the plan). The plan will provide a reimbursement of \$85 per participant every two years for eye exams. This plan will be paid for by the University increasing its annual contributions to the health benefits plan accordingly. The plan will be retroactive to May 1, 2021 such that reimbursements for eye exams performed on or after this date can be claimed once the plan is activated.

If the proposed new basic vision care plan, or one providing higher vision care reimbursement levels, is not approved by the PBC, the net-new compensation entitlements shall be awarded instead as an equivalent amount of additional weeks of supplemental benefits under item 4 below.

4. The University, as previously agreed at the Faculty Relations Committee (FRC), will form a policy drafting committee in accordance with Policy 1 to create a new FS policy on compassionate care & bereavement leaves.

A new compassionate care leave (CCL) supplemental benefit plan will become effective no later than May 1, 2022. Details of the CCL supplemental benefit plan are as follows:

Any FAUW member on an Employment Standards Act (ESA) Critical Illness Leave (minor child or an adult) or on an ESA Family Medical Leave will be entitled to receive 85% of their base pay less any Employment Insurance benefit the member receives for a maximum of 8 weeks. Members on either of the above ESA Leaves who are eligible for Employment Insurance (EI) are required to apply for EI, but the benefit is not contingent upon receiving EI. A

member can apply in writing to their Faculty Dean, who will determine whether to grant an extension to this 8-week arrangement and respond in writing to the member.

Enhanced paid bereavement leaves will become effective May 1, 2022. Details of the enhanced leaves are as follows:

FAUW members shall be entitled to 4 weeks of bereavement leave, with 100% of pay, on the death of their spouse/partner, child, or step-child, and to 1 week of bereavement leave, with 100% of pay, on the death of any other immediate family member, such as a parent or sibling. If a Member wishes to take a longer period of bereavement leave, they may apply in writing to their Faculty Dean, who will determine whether to grant an extension to the arrangement and respond in writing to the member.

The terms of the above plan may be amended or superseded by the terms of a new FS policy on compassionate care & bereavement leaves approved in accordance with Policy 1, provided the access to and levels of these benefits are not degraded.

5. The University is currently developing an equity data collection strategy for all students, faculty, and staff, to further its commitment to addressing systemic racism within the university. Development of this strategy includes consultations with stakeholders that will inform appropriate use of data and potential limitations of use. The University agrees to a target date of the end of 2021 for initiating disaggregated data collection on faculty members' race and Indigeneity.

As soon as responses are available and processed for at least two-thirds of FAUW members, the University will provide the raw disaggregated data on race and Indigeneity to the Salary Anomaly Working Group, who will use it to update the results of the 2021 Salary Anomaly Review to identify any race-based anomalies. If race-based anomalies are identified, they will be resolved and compensation will be retroactive to May 1, 2021.

The University remains committed to a five-year cyclical review of faculty salary anomalies that works to identify both individual as well as systemic salary anomalies, as agreed in a Joint Provostial-FAUW MoA executed on February 26, 2015. For the review that will begin in 2025, the University will broaden the original mandate of the Salary Anomaly Working Group to include the addition in bold:

“investigate all cases where faculty salary inequities, including but not limited to gender-based, **racialized, and Indigenous** inequities, may exist and recommend how such cases should be resolved using the Faculties' existing anomaly funds; review the processes by which salary anomalies are currently identified and resolved in each Faculty;

establish a standardized university-wide process for the detection and resolution of all faculty salary anomalies that may arise in the future, wherever they may occur.”

6. Vacation Exchange Program:

The one-time salary adjustment of 2% in exchange for one week (5 days) of vacation for each year of participation is extended as follows.

- a. The eligibility date is extended to 30 April 2030, for retirement on or before 1 May 2033.
- b. The latest eligibility date for the Exchange Option shall be the Member's 68th birthday, with a retirement date no later than the end of the academic term (i.e., either April 30, August 31, or December 31) during which she or he turns 71.

7. During the Term, by mutual agreement, the University and FAUW may agree to review the monetary provisions of this agreement should Ontario legislation change with respect to annual salary scale and/or annual total compensation limits.

8. Section 11.2.2 of the MoA will be revised to read as follows:

“Vacation entitlement normally shall be used during the contract year in which it is earned. In exceptional circumstances with the prior written permission of the Department Chair, vacation entitlement may be carried forward for a maximum of one year. In cases where a Member is engaged in classroom/online teaching in every academic term of a contract year, the Member is entitled to the option of carrying forward two weeks of vacation entitlement to the following contract year, and the Department Chair upon receipt of written notification from the Member shall provide permission to carry forward said vacation entitlement for a maximum of one year. For lecturer members, all such vacation entitlement carried forward shall not expire until the end of the next contract year the lecturer member is assigned a non-teaching term, during which they are expected to use their carried forward vacation. All vacation entitlement must be used prior to termination or retirement.”

As per Article 10.4 of the Memorandum of Agreement, this Memorandum of Settlement becomes part of the Memorandum of Agreement, and is binding on the Board of Governors, the Association, and individual Members.

For the University:

For the Association:

*Bob Lemieux*

Bob Lemieux (Feb 19, 2021 15:03 EST)

---

Bob Lemieux  
Chief Negotiator

*B. TL*

---

Bryan Tolson  
Chief Negotiator

*Jean Andrey*

---

Jean Andrey

*M. Hardy*

Mary Hardy (Feb 19, 2021 16:03 EST)

---

Mary Hardy

*Mark Giesbrecht*

---

Mark Giesbrecht

*Linda Robinson*

---

Linda Robinson












# Mediator Offer

Final Audit Report

2021-02-19


Created:	2021-02-19
By:	michelle flaherty (michelleflaherty@mac.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ApKdNkLbTM65XLC06LV1ORQMDzGKU_D

## "Mediator Offer" History


-  Document created by michelle flaherty (michelleflaherty@mac.com)  
2021-02-19 - 7:38:06 PM GMT- IP address: 24.142.89.161
-  Document emailed to Bob Lemieux (rplemieux@uwaterloo.ca) for signature  
2021-02-19 - 7:40:46 PM GMT
-  Email viewed by Bob Lemieux (rplemieux@uwaterloo.ca)  
2021-02-19 - 7:41:56 PM GMT- IP address: 72.136.123.212
-  Document e-signed by Bob Lemieux (rplemieux@uwaterloo.ca)  
Signature Date: 2021-02-19 - 8:03:30 PM GMT - Time Source: server- IP address: 99.250.30.9
-  Document emailed to Jean Andrey (jandrey@uwaterloo.ca) for signature  
2021-02-19 - 8:03:32 PM GMT
-  Email viewed by Jean Andrey (jandrey@uwaterloo.ca)  
2021-02-19 - 8:26:09 PM GMT- IP address: 184.145.41.211
-  Document e-signed by Jean Andrey (jandrey@uwaterloo.ca)  
Signature Date: 2021-02-19 - 8:30:33 PM GMT - Time Source: server- IP address: 184.145.41.211
-  Document emailed to Mark Giesbrecht (mwg@uwaterloo.ca) for signature  
2021-02-19 - 8:30:35 PM GMT
-  Email viewed by Mark Giesbrecht (mwg@uwaterloo.ca)  
2021-02-19 - 8:31:38 PM GMT- IP address: 135.23.125.214
-  Document e-signed by Mark Giesbrecht (mwg@uwaterloo.ca)  
Signature Date: 2021-02-19 - 8:34:08 PM GMT - Time Source: server- IP address: 135.23.125.214
-  Document emailed to Bryan Tolson (btolson@uwaterloo.ca) for signature  
2021-02-19 - 8:34:10 PM GMT

 Email viewed by Bryan Tolson (btolson@uwaterloo.ca)


2021-02-19 - 8:40:05 PM GMT- IP address: 99.233.243.91

 Document e-signed by Bryan Tolson (btolson@uwaterloo.ca)

Signature Date: 2021-02-19 - 8:42:07 PM GMT - Time Source: server- IP address: 99.233.243.91

 Document emailed to Mary Hardy (mary.hardy@uwaterloo.ca) for signature

2021-02-19 - 8:42:08 PM GMT

 Email viewed by Mary Hardy (mary.hardy@uwaterloo.ca)


2021-02-19 - 9:01:27 PM GMT- IP address: 99.250.129.61

 Document e-signed by Mary Hardy (mary.hardy@uwaterloo.ca)

Signature Date: 2021-02-19 - 9:03:54 PM GMT - Time Source: server- IP address: 99.250.129.61

 Document emailed to Linda A. Robinson (l2robinson@uwaterloo.ca) for signature

2021-02-19 - 9:03:56 PM GMT

 Email viewed by Linda A. Robinson (l2robinson@uwaterloo.ca)

2021-02-19 - 9:09:14 PM GMT- IP address: 24.146.22.247

 Document e-signed by Linda A. Robinson (l2robinson@uwaterloo.ca)

Signature Date: 2021-02-19 - 9:36:12 PM GMT - Time Source: server- IP address: 24.146.22.247

 Agreement completed.

2021-02-19 - 9:36:12 PM GMT