

LETTER OF UNDERSTANDING

Clarification of *Appointments* Clauses Regarding Notice and Severance Provisions

BETWEEN

The University of Western Ontario ("Administration")

and

The University of Western Ontario Faculty Association ("the Association")

The Parties agree that this Letter of Understanding forms part of the 2006-2010 Collective Agreement for the life of that Collective Agreement.

WHEREAS changes were made in the 2006-2010 Faculty Collective Agreement in respect of *Appointments* Clauses 1.5, 8.4 and 16.4 to distinguish between the legal concepts of severance and pay in lieu of notice ("the changes");

AND WHEREAS the changes were intended to correct the reference; not diminish or confer additional benefits to either party;

AND WHEREAS there is the possibility for ambiguity given the new wording, such that one could mistakenly interpret the clauses to have doubled the appointee's entitlements, *the words "pay in lieu" will be changed to "pay in lieu of notice" and the words "Notice and severance pay" will be changed to "Pay in lieu of notice and severance pay together" in clauses 1.5, 8.4 and 16.4. For consistency, corresponding changes will be applied to clause 18.2.1 as well.*

Specifically, the Parties hereby agree that Clause 1.5 of the *Appointments* article shall provide:

"At the Dean's discretion, notice may be replaced by pay in lieu of notice. Pay in lieu of notice and severance pay together shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the...."

The Parties hereby agree that Clause 8.4 of the *Appointments* article shall provide:

"The two-year notice period specified in Clause 8.2 of this Article may, at the Dean's discretion, be replaced by pay in lieu of notice. Pay in lieu of notice and severance pay together shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the...."

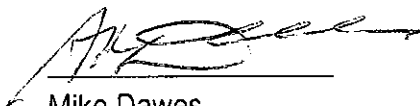
The Parties hereby agree that Clause 16.4 of the *Appointments* article shall provide:

"A Member shall be given two years' notice of non-renewal of a Renewable Multi-Year Appointment. This notice period may, at the discretion of the Dean, be replaced by pay in lieu of notice. Pay in lieu of notice and severance pay together shall be one month's salary for the first year of service and an additional half month's salary for every additional year of service in the...."

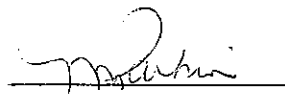
The Parties hereby agree that Clause 18.2.1 of the *Appointments* article shall provide:

"In the case of non-renewal of such an Appointment, the Member shall receive two years' notice. The two-year notice period may, at the Dean's discretion, be replaced by pay in lieu of notice based on the last two years of Limited-Duties appointments plus the length of the Limited-Term Appointments. Pay in lieu of notice and severance pay together shall be one month's salary for the first year of service and an additional half month's salary for every additional year of service;..."

Signed this *17* day of *November*, 2008 at London, Ontario



Mike Dawes
For the Association



Michele Parkin
For Administration