

Letter of Understanding

Centre for Environment and Sustainability (CES)

Between

the University of Western Ontario
(hereafter referred to as the Administration)

and

The University of Western Ontario Faculty Association
(hereafter referred to as 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.

The following are agreed upon provisions amending collective agreement processes in relation to the affiliation of bargaining unit faculty Members with the Centre for Environment and Sustainability (CES).

Appointments

1. It is acknowledged that the Centre for Environment and Sustainability (CES) shall not offer Academic Appointments under the Collective Agreement. It is hereby agreed that under the terms and conditions herein, the Unit may extend only offers of Affiliation. Affiliation is intended to signify that a faculty member appointed to another Unit in the University has a relationship with the CES in support of interdisciplinarity, for the purpose of holding research grants through the CES and/or for the purpose of allowing the Affiliate to be assigned Teaching or Service work in the CES.
 - 1.1 Each faculty member working in the CES will have a faculty appointment in an existing academic unit (Home Unit).
 - 1.2 Using the provisions of the Collective Agreement, the faculty member may also have a Joint Appointment in another academic unit, in addition to an Affiliation with the CES.
2. Where a position with workload in the CES is being recruited externally, the competition will commence with a CES "Appointments" Committee comprising of:
 - a) The Director of the Centre

- b) The Dean of Science, or a designated Dean or Associate Dean [from a Participating Faculty], with voice but no vote
 - c) Five Affiliated Members, at least one from each of the participating faculties, and at least two of whom must be tenured.
3. The CES "Appointments" Committee will draft and post the advertisement, short-list applicants, consult with departments who might potentially host a preferred candidate and invite them to attend interviews, and shall make a recommendation of a candidate to the department agreeing to host the incumbent.
- 3.1 The CES "Appointments" Committee will also consider applications for Affiliation, or renewals of same.
- 3.2 Non-renewal of an Affiliation does not constitute discipline or termination of an Appointment. Any withdrawal of an Affiliation before its end date without consent of the Member must follow the procedures outlined in the *Discipline* article.
4. The Letter of Appointment or Affiliation will specify what portion of the incumbent's workload will be performed in the Home Unit and in CES and the term of the arrangement. This can be changed only on mutual agreement of the Home Unit, the CES Director and the Dean of Science and the Member. The Letter of Appointment would also specify what the Member's workload balance would be if the Member's affiliation with the CES were discontinued.
5. All provisions contained in the Letter of Appointment shall be consistent with clauses 8 and 8.1 in the Article Academic Responsibilities of Members.
6. Each faculty member having assigned workload in the CES will have an affiliation appointment with the CES. The CES "Appointments" Committee will recommend who shall be affiliated with the CES, and such appointments/renewals will be subject to the approval of the Dean of Science, and the Home Unit Dean.
7. As a transitional measure, the Affiliated Members on the Appointments Committee shall be elected by and from those Members wishing to stand on the "interested persons" list.

Workload

8. An Affiliated Member's workload shall be regulated by his or her Home Unit's Workload document. Taking on Academic Responsibilities in CES shall not increase the magnitude of an Affiliated Member's workload.

9. Assignment of Work shall occur in the Affiliated Member's Home Unit, in accordance with the Article *Workload*, subject to the commitments and restrictions set out in the Letter of Appointment/Affiliation, and shall involve consultation with the CES Director.
10. Any Reduced Responsibility Agreement or Alternative Workload Agreement for a Member with Academic Responsibilities in the CES must be consistent with the relevant Articles in the Collective Agreement, and be approved by both the Home Unit Dean and the Dean of Science.

Annual Performance Evaluation

11. An Affiliated Member's APE shall be carried out by the Member's Home Unit, in accordance with the Collective Agreement, except that where the Member has had assigned Workload in the CES, the Chair/Committee shall consult with the Director of CES in respect of that work.
- 11.1 The Home Unit Dean shall consult with the Dean of Science before accepting or declining the recommendation of the Chair/Committee.

Promotion and Tenure


12. Promotion and Tenure considerations shall occur in accordance with the Collective Agreement and shall be done by the Affiliated Member's Home Unit.
- 12.1 Where the Member is Affiliated with CES at the time of consideration, the P&T Committee shall be expanded to include the Dean of Science or designate (with voice, but no vote) and the Director of the CES (with vote).
- 12.2 All Annual Meetings under the P&T Article for Affiliated Members with assigned Workload in the CES shall include the Director, CES or designate.

General

13. Before any appointments can be made directly to the CES, provisions for processes relating to said appointments and for the collective agreement processes relating to appointees would have to be negotiated between UWOPA and the Employer.

Signed this 4th day of November, 2008 at London, Ontario


Mike Dawes
For the Association


Michele Parkin
For Administration