

# LETTER OF UNDERSTANDING

## Special Provisions for Ranking Renewable Multi-Year Appointment Rights in the Faculty of Education

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 Faculty Collective Agreement for the life of that Collective Agreement. The Parties further agree that this agreement is without prejudice or precedent to future negotiations on this subject.

Whereas provisions of the Faculty Collective Agreement do not provide for mechanisms to rank the relative priority of Renewable Multi-Year Appointment (RMYA) rights;

And whereas the parties wish to establish agreed upon rules for ranking RMYA rights for the Faculty of Education in the assignment of Preservice course sections or courses within Additional Qualifications subject areas;

Therefore the parties hereby agree that the following rules shall be applied, in order, to determine priority for the selection of a course instructor among RMYA holders (including RMYA-4A, RMYA-4B, and RMYA-16):

When a course\* section is offered, the section will be granted to the qualified RMYA holder who first fulfils the criteria listed below, applied in sequence, without "tying" with another RMYA holder.

1. By earliest date RMYA being applied was first granted;
2. By highest number of times the course\* being offered was taught by the Instructor, (without regard to distinctions in format, status or right);
3. By earliest date of hire as faculty in Faculty of Education (without interruption exceeding 30 months);
4. By highest overall score achieved in student evaluations for the course\* being offered, averaged over the last three years (or lesser period, as available).

An Instructor with multiple RMYAs will be entitled to be placed in the ranking list once for each RMYA held.

\* For AQ, "course" refers to any combination of courses under the relevant subject area, or in the case of the Intermediate Additional Basic subject area, the course combination taught.


When a course with multiple RMYA holders is being assigned, the Office of the Dean shall use the above criteria to determine the assignment. A Member may enquire at the Office of the Dean as to the application of the criteria in his/her particular case.

A RMYA is subject to course availability. Should an assignment not be available to a RMYA holder, the Dean in his/her own discretion shall do one or more of the following:

1. Continue the RMYA without an assignment;
2. Re-assign the RMYA holder to another course which he/she is qualified to teach;
3. Give notice of non-renewal of the RMYA under *Appointments*, clause 16.4;
4. Give pay in lieu of notice/severance to terminate the RMYA immediately under *Appointments*, clause 16.4.

Signed this 30<sup>th</sup> day of July 2009 at London, Ontario

  
Regna Darnell  
For the Association

  
Michele Parkin  
For Administration