

Letter of Understanding

FIRST NATIONS STUDIES PROGRAM

Between

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

and

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

This Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

WHEREAS the Parties hereby acknowledge that the First Nations Studies Program ("FNS") shall be included as a Non-Traditional Unit under Letter of Understanding – Non-Traditional Units in the 2010-2014 Faculty Collective Agreement;

AND WHEREAS the Parties recognize that the FNS Program will be formed in partnership with the Faculties of Social Science, Arts and Humanities, and Health Sciences ("Faculty Partners");

AND WHEREAS the Parties wish to provide for special provisions in respect of Collective Agreement processes for FNS;

The following are agreed upon provisions amending collective agreement processes in relation to FNS:

Appointments

1. FNS shall function as an "Academic Unit" in which faculty may be appointed. FNS may also offer joint appointments, cross appointments or affiliate memberships.
 - 1.1 Until there are sufficient numbers of faculty appointed to the Program to support collective agreement processes, any faculty member appointed to the Program shall also have a primary or joint appointment in a Unit appropriate to his or her discipline, the latter of which will be the faculty member's "Home Unit" for the purposes of collective agreement processes.

2. The Appointments Committee for FNS shall be comprised of:
 - a) The Deans from each of the Faculty Partners or his/her designate;
 - b) The Director of Program;
 - c) Two (2) faculty Members appointed (including full, joint, cross and affiliated appointments) in FNS , selected by faculty members appointed in FNS;
 - d) Three (3) faculty Members, one each selected by the Faculty Council of the Faculty Partners;
 - d) One (1) FNS Student who is also a member of the First Nations Studies Student Council; and
 - e) One (1) member of the Aboriginal Education and Employment Committee.
- 2.1 The Appointments Committee shall function in accordance with the Collective Agreement provisions unless otherwise specified herein.
- 2.2 The Dean who chairs the Faculty Partnership Council shall chair the Appointments Committee.
3. Where a Joint Appointment, Cross Appointment or Affiliation is offered, the letter of offer will specify what portion of the incumbent's workload will be performed in FNS and the term of the arrangement. This arrangement can only be made on mutual agreement of the Dean of the Home Unit, the FNS Director and the Member. Such appointments/renewals will be subject to the approval of the Dean chairing the Faculty Partnership, as well as the Home Unit Dean and will require approval of the Provost or Provost's designate.
4. All provisions contained in the Letter of Appointment shall be consistent with clauses 8 and 8.1 in the Article Academic Responsibilities of Members.
5. Each faculty member having assigned workload in FNS who is not appointed to the Program will have an affiliation appointment with FNS. The Appointments Committee will recommend who shall be affiliated with FNS, and such appointments/renewals will be subject to the approval of the Dean chairing the Faculty Partnership, as well as the Home Unit Dean and will require approval of the Provost or Provost's designate.
6. In any selection of a Director to FNS, the Appointments Committee shall be constituted as in clause 2, with the addition of:
 - a) 3 members of the Aboriginal Education and Employment Committee (AEEC) selected by the AEEC; and
 - b) the Director of Indigenous Services.
- 6.1. The Search Committee will suggest criteria for candidates, make recommendations in respect of the posting, propose venues for advertising, review applications, and will recommend a ranked short list of candidates to the Appointments Committee.

Workload

7. A FNS Program Member's workload shall be regulated by his or her Home Unit's Workload document. Taking on Academic Responsibilities in the Program shall not increase the magnitude of a Member's workload.
8. Assignment of Work shall occur in the Member's Home Unit, in accordance with the Article *Workload*, subject to the commitments and restrictions set out in the Letter of Appointment/Affiliation for the Program, and shall involve consultation with the FNS Director.
9. Any Reduced Responsibility Agreement or Alternative Workload Agreement for a Member with Academic Responsibilities in FNS must be consistent with the relevant Articles in the Collective Agreement, and be approved by both the Home Unit Dean and the Dean chairing the Faculty Partnership.
10. Any issues arising from the allocation of Workload shall be referred to the Chair of the Faculty Partnership Council for final and binding determination.

Annual Performance Evaluation

11. A 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 FNS, the APE Committee shall include the Director of FNS.
 - 11.1 The Home Unit Dean shall consult with the Dean chairing the Faculty Partnership 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 Member's Home Unit.
 - 12.1 Where the Member is jointly appointed with FNS at the time of consideration, the P&T Committee shall be expanded to include the Director of FNS (with vote). Where the Member is cross-appointed to or affiliated with FNS, the Director of FNS may provide a letter outlining the duties and performance of the Member in FNS which shall be considered as part of the P&T file.
 - 12.2 All Annual Meetings under the P&T Article for Members with assigned Workload in FNS shall include the Director, FNS or designate.

Signed this 18 day of Nov. , 2011 at London, Ontario


Per:
For the Association


Michele Parkin
For Administration