

LETTER OF UNDERSTANDING INDIGENOUS FACULTY MEMBERS

The Parties agree that this Letter of Understanding forms part of the 2018-2022 Faculty Collective Agreement for the life of the Collective Agreement.

WHEREAS the Parties jointly endorse the goals outlined in the Western University Indigenous Strategic Plan (ISP) pertaining to faculty, i.e. to increase the number of Indigenous faculty members working at Western and, through promotion and tenure and annual performance review processes, to recognize additional demands placed on time and workload of Indigenous faculty members through involvement in a number of activities that support Indigenous education and scholarship across the institution, including guest lectures, community based work, planning and consulting on development of new courses and Indigenous content across the university, academic advising and support for students, as well as ongoing expectation to consult on Indigenous-related committees and initiatives;

WHEREAS the Indigenous Faculty Advisory Council has reviewed the contents of this Letter of Understanding;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Should further relevant matters arise, the 'Indigenous Faculty Member' Joint Working Group shall be reconvened, by mutual agreement, for further discussions and possible Collective Agreement amendments.
2. Notwithstanding point 1., the 'Indigenous Faculty Member' Joint Working Group shall reconvene one year from the signing of this LOU to review the effectiveness of the changes and make further recommendations if necessary.
3. All processes, procedures and relevant meetings associated with Annual Performance Evaluation; Promotion, Tenure and Continuing Status and Workload shall be conducted from a culturally appropriate perspective.
4. The 2018-2022 Faculty Collective Agreement will be amended effective September 30, 2020 as per Appendix A.

APPENDIX A--- underline denotes additional language

Definitions

Indigenous Scholar shall mean a Member who self-identifies as Indigenous, whose Teaching, Research and Scholarship and/or Creative Activity are partially or entirely in a field of Indigenous Scholarship, and/or who is actively engaged in service to an Indigenous community.

Academic Responsibilities of Members

Teaching

2d) being available to students for consultation and academic counselling, including in the case of Indigenous Scholars, advising, mentoring and supporting Indigenous students and prospective students from Indigenous communities;

5g) For an Indigenous Scholar whose teaching is community focused, collaboration with, and engagement with Indigenous communities is common,

Research, Scholarship and Creative Activity

Add new clause 4 and renumber the remaining clauses in the Article

4. For Indigenous Scholars, Research, Scholarship and Creative Activity, as defined in Clause 3, may include research carried out based on traditional/Indigenous knowledge, and the practical applications or dissemination of such research generally, or specifically through engagement with Indigenous communities. In all assessment processes mandated by this Collective Agreement, there should be recognition of Indigenous traditional methods, data collection and dissemination protocols that are culturally appropriate.

Service

7.1 For an Indigenous Scholar, Service can include maintaining relationships, responsibilities and commitments to Indigenous Communities including communities of interest and/or their Nation.

Clause 11.1 An Indigenous Scholar may request and the Dean may grant a period of authorized absence during which a Member is not subject to being recalled to Campus even if the Member has scheduled duties or responsibilities to Indigenous Communities including Communities of interest. It is the responsibility of the Member to make alternate arrangements for their academic responsibilities including teaching. Such a request shall be made with 2 weeks' notice. The Dean shall decide within five working days of receiving such a request whether or not to grant the request. If the request is denied, the Dean shall give written reasons for the denial. A period of authorized absence is not a Leave, and the Member is presumed to be carrying out Research, engaging in scholarly, creative, or

professional activities, or preparing for scheduled duties, as part of the fulfilment of their Academic Responsibilities.

Annual Performance Evaluation

4.1.1.1 When assessing the file of an Indigenous Scholar, at the request of the Member the Committee shall be expanded to include a faculty member who has expertise in Indigenous research using culturally appropriate methodology.

5.1 c) Indigenous Scholars. The Committee shall have the opportunity to consult with a person who has expertise in Indigenous knowledge when the procedures and criteria for the assessment is created.

5.2 By December 1 each year, the Committee, together with the Dean or a designated Associate Dean and any Part-Time Member elected to the Committee, shall identify in writing procedures and criteria for the assessment of the performance of Part-Time Members in the Department, School or Faculty in the area of Teaching to be applicable in the assessment to occur in the next academic year. These procedures and criteria shall be consistent with the criteria specified for Standing Appointments. These procedures and criteria shall be explicitly described for Indigenous Scholars.

The procedures and criteria proposed by the Annual Performance Evaluation Committee shall be ratified by a majority ballot of the Part-Time Members of the Department, School or Faculty, where applicable, and forwarded to the Dean or designate. If the proposed procedures and criteria are not ratified by a majority ballot and forwarded to the Dean or designate by January 30, the provisions of Clause 5.3.3 of this Article shall apply.

5.2.1 Units in which there is at least one Indigenous Scholar shall, within three months of the signing of this Letter of Understanding, review their procedures and criteria documents for the current APE cycle to ensure compliance with the language added to Clauses 5.1 and 5.2.

9.3 d) Add new clause vii) and renumber the remaining sub clauses in the clause vii) including in the case of Indigenous Scholars, advising, mentoring and supporting Indigenous students and prospective students from Indigenous communities;

9.3 e) Add new ix) and renumber the remaining sub clauses in the clause ix) including in the case of Indigenous Scholars, work done using Indigenous traditional methods, or other culturally appropriate forms of data collection and dissemination protocols, including community engagement processes.

Appointments

5.7 g) where the Appointment is for an Indigenous Scholar, as least one of the members of the Appointments Committee shall be an Indigenous Scholar.

5.15 e) where the Appointment is for an Indigenous Scholar, at least one of the members of the Search Committee shall be an Indigenous Scholar.

7.1 f) e) where the Appointment is for an Indigenous Scholar, at least one of the members of the Search Committee shall be an Indigenous Scholar.

Promotion, Tenure and Continuing Status

Add new 11 and renumber the remaining clauses

11. By March 15 of the year in which the file of an Indigenous Scholar is to be considered and evaluated by the Promotion, Tenure and Continuing Status Committee, the Member shall be advised that they may, by May 15, request that the Dean add an Indigenous person as an advisor to the Committee and that they may suggest to the Dean the name(s) of suitable advisors. The Dean, upon receipt of this request, shall in consultation with Western's Indigenous Faculty Advisory Council select a person who may or may not be an academic and who is at arm's length from the candidate to be the Indigenous advisor in the consideration and evaluation for the Member's File.

Workload

3.1 d) consider any concerns of Indigenous Scholars and ensure their concerns are addressed in the Workload document.

7.1 Using the provisions of the Article Alternative Workload, a Full-Time Indigenous Scholar appointed to a Probationary contract of more than five years may request one Academic Year during the probationary period in which no scheduled teaching is assigned. Such a request shall not be arbitrarily denied. The timing of such shall be subject to the agreement of the Member, the Unit head and the Dean.

7.1.1 Using the provisions of the Article Alternative Workload, following each period of three Academic Years in which an Indigenous Scholar's workload is weighted towards a Service commitment of 30% or greater in a role for which they would not accrue MAWL entitlement, an Indigenous Scholar may request Academic Year in which only one of the Academic Terms include scheduled Teaching. Such a request shall not be arbitrarily denied. The timing of such a Term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean. The Teaching Workload of the Member in the Academic Year in which the Term free of assigned, scheduled Teaching duties is approved would normally be one half of the Normal Teaching Workload of the Unit. Clause 7.1.1 does not apply to a Full-Time Indigenous Scholar appointed to a Probationary Appointment.