

# LETTER OF UNDERSTANDING

## INDIGENOUS STUDIES PROGRAM

This Letter of Understanding forms part of the 2022-2026 Faculty Collective Agreement for the life of the Collective Agreement.

**WHEREAS** the Parties hereby acknowledge that the Indigenous Studies (“IS”) Program shall continue to be included on an interim basis as a Non-Traditional Unit under Letter of Understanding – Non-Traditional Units in the 2022-2026 Faculty Collective Agreement;

**AND WHEREAS** the Parties acknowledge that a transition of the IS Program from a Non-Traditional Unit to a Unit such as a Department has been under consideration on multiple occasions since the inception of the Program, and that such a transition is recommended as a strategic priority in the External Consultants’ Report dated February 2019 and in the *Mamwi Gzikewag: Indigenous Curriculum & Learning Report* dated June 2021;

**AND WHEREAS** the Parties recognize that the IS Program operates in partnership with the Faculties of Social Science and Arts and Humanities (“Faculty Partners”);

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

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

### Appointments

1. IS shall function as an “Academic Unit” in which faculty may be appointed. IS 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 Full-Time faculty member appointed to the Program shall also have a primary or joint appointment in a Unit appropriate to their discipline, the latter of which will be the faculty member’s “Home Unit” for the purposes of collective agreement processes.
  - 1.2 Limited Duties and Standing Appointments, cross appointments and affiliate memberships shall be made at the discretion of the Director of the Program (or Associate Director as designate), subject to approval of the Dean of

Social Science and the Provost (or designate).

2. The Appointments Committee for IS shall be comprised of:

- a) The Deans from each of the Faculty Partners or their designate; the Dean/designate of Social Science shall act as Chair;
- b) The Director of Program;
- c) Two (2) Full-Time faculty Members appointed (including joint and cross) in IS, selected by Full-Time faculty members appointed in IS; and
- d) Two (2) Full-Time faculty Members, one each selected by the Faculty Council of the Faculty Partners

2.1 The Appointments Committee shall function in accordance with the Collective Agreement provisions unless otherwise specified herein.

2.2 In recommending candidates for Full-Time Appointments, the Appointments Committee shall consult with the students registered in the Indigenous Studies Program and with the Indigenous Postsecondary Education Council.

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 IS and the term of the arrangement. This arrangement can only be made on mutual agreement of the Dean of the Home Unit, the IS Director and the Member. Such appointments/renewals will be subject to the approval of the Dean of Social Science, 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 IS who is not appointed to the Program will have an affiliation appointment with IS. The Appointments Committee will recommend who shall be affiliated with IS, and such appointments/renewals will be subject to the approval of the Dean of Social Science, 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 IS, the Advisory Committee shall be constituted as in Clause 2, with the addition of:

- a) Two (2) members of the Indigenous Postsecondary Education Council (IPEC) selected by the IPEC; and
- b) The Vice Provost & Associate Vice-President (Indigenous Initiatives).

- 6.1. The Advisory Committee constituted in Clause 6, 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 as defined in Clause 2.

### Workload

7. An IS Program Member's Workload shall be regulated by their 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 IS Director.
9. Any Reduced Responsibility Agreement or Alternative Workload Agreement for a Member with Academic Responsibilities in IS 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 Dean of Social Science for final and binding determination.

### Performance Evaluation

11. A Member's PE 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 IS, the PE Committee shall include the Director of IS.
  - 11.1 The Home Unit Dean shall consult with the Dean of Social Science before accepting or declining the recommendation of the Chair/Committee.

### Promotion, Tenure and Continuing Status

12. Promotion, Tenure and Continuing Status 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 IS at the time of consideration, the P,T, &CS Committee shall be expanded to include the Director of IS (with vote). Where the Member is cross-appointed to or affiliated with IS,

the Director of IS may provide a letter outlining the duties and performance of the Member in IS which shall be considered as part of the P,T, & CS file.

12.2 All Annual Meetings under the P,T, & CS Article for Members with assigned Workload in IS shall include the Director, IS or designate.