

LETTER OF UNDERSTANDING  
TRANSITION PROVISIONS FOR THE *BRESCIA SCHOOL  
OF FOOD AND NUTRITIONAL SCIENCES*

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

WHEREAS, subsequent to the mediation which led to the November 15, 2023 Memorandum of Agreement between the Association and the Employer (hereafter the "November 15 MOA"), and the December 15, 2023 Memorandum of Agreement between the Brescia Faculty Association, Brescia University College, the Association, and the Employer (hereafter the "December 15 MOA"), the Employer entered into an agreement with Brescia University College on January 10, 2024 (hereafter the "January 10 MOA") on the terms for the integration of Brescia into Western effective May 1, 2024;

AND WHEREAS Clause 4 of the January 10 MOA stipulates that "subject to the required governance approvals", "Western will integrate Brescia's unique academic programs into an appropriate faculty";

AND WHEREAS the Employer notified the Association on January 29, 2024 that, subject to the required governance approvals, a new School incorporating Food and Nutritional Sciences and Family Studies and Human Development (hereafter "the School") would be established in the Faculty of Health Sciences effective May 1, 2024;

AND WHEREAS the Parties wish to ensure greater clarity in respect of Collective Agreement processes in the transitional phase to establishing the School;

The following are agreed-upon provisions amending collective agreement processes in relation to the School:

Appointments

1. Members of the School shall, by May 17, 2024, elect an Appointments Committee according to the terms of the Appointments Article.
2. The School Appointments Committee shall, by May 31, 2024, consider the need for, and nature of, any Limited-Duties Appointments to be made in the School, pursuant to Appointments 5.1.3.
3. The Appointments Committee (or Acting Director if delegated by the Members in the Unit) shall consider all applicants for advertised Limited-Duties Appointments, pursuant to Appointments 5.5.
4. As an interim measure and in anticipation of the requirement to hire Limited Duties Appointments prior to May 1, 2024, any such positions shall be posted through the School of Nursing.
5. The Director of Nursing shall be responsible for hiring decisions, in consultation with the incoming Members of the School and OFR to confirm compliance with the

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Memorandum of Agreement dated November 15, 2023 and the Supplementary Memorandum of Agreement dated December 15, 2023.

6. Any Limited Duties Appointments hired through the interim process into the School of Nursing shall, upon approval of the School, be transferred to the School. Any courses taught under the interim process through the School of Nursing shall be recognized in calculating Member eligibility and entitlements under the Collective Agreement.

#### Department Chairs and Directors of Schools

7. The Dean of the Faculty of Health Sciences shall, after consultation with the Brescia faculty members who will be appointed to the School, appoint an Acting Director of the School effective May 1, 2024.
8. A Director Selection Committee to select a Director of the School shall be formed according to the terms of the Article Department Chairs and Directors of Schools.

#### Performance Evaluation (PE)

9. Members appointed to the School as part of the Brescia integration process will first undergo Performance Evaluation in the 2025-2026 Academic Year.

#### Sabbatical Leave

10. For any year in which a Member in the School is under an Alternative Workload arrangement as per the terms of Clause 14 of the December 15 MOA, the Research component of the Member's Workload shall be deemed to be 40% for the purposes of counting towards Sabbatical eligibility under the terms of Sabbatical Leave 4.3.2.

#### Workload

11. By May 15, 2024, Members in the School shall elect a Workload Committee, pursuant to the terms of Workload 3.1.
12. By June 15, 2024, Members of the School's Workload Committee shall attend training on the work of the Workload Committee, pursuant to Workload 3.1.2.
13. By September 15, 2024, the School Workload Committee shall carry out the review prescribed by Workload 4.
14. By October 1, 2024, the School Workload Committee shall propose a Workload Document, pursuant to Workload 4.1.
15. For greater clarity, the timelines and provisions of the Workload Article, 4.2,4.3,4.3.1, 4.3.2, 4.4, 4.4.1 also continue to apply herein.

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16. As per the terms of the first sentence of Clause 14 of the December 15 MOA which states that "Full-Time New Members currently teaching in the Food & Nutritional Sciences Program at Brescia shall maintain their status quo workload at April 30, 2024, to be continued as an Alternative Workload", those Members in the School who teach in the Food & Nutritional Sciences Program will teach 2.5 FCE per academic year in 2024-2025 and any such Member will be eligible for a 0.5 FCE release for supervising 3 graduate Students enrolled in the MScFN or DDEPT.
17. For 2025-2026, the determination of the Workload of Members in the School shall be governed by the terms of the Collective Agreement.

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