

LETTER OF UNDERSTANDING

INTERNATIONAL FACULTY ENGAGEMENTS AS OF JULY 1, 2020

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

Whereas the University intended to hire certain new faculty members to start between July 1, 2020 and September 1, 2020 who currently reside outside Canada and are foreign nationals [neither Canadian Citizens nor Permanent Residents] (“the New International Faculty Members”);

And whereas due to travel restrictions and delays in immigration status caused by the COVID-19 pandemic, the New International Faculty Members are unable to travel to Canada to commence employment with the University within the planned timeline;

And whereas the Parties wish to cooperate in order to enable the New International Faculty Members to commence providing services to the University remotely outside the Collective Agreement with the intention that they will enter Canada as soon as possible and join UWOFA’s bargaining unit;

Now therefore, the Parties agree as follows:

The University will contract with the New International Faculty Members to provide services, as assigned by their Dean, to Western as an Independent Contractor while they remain outside Canada.

The New International Faculty Members will not be members of UWOFA’s bargaining unit and the Parties’ Collective Agreement will not apply to them while they remain outside Canada and their Independent Contractor agreements remain in effect.

The Independent Contractor agreements the University enters into with the New International Faculty Members will include the following terms:

provide gross compensation equal to the rates under the Collective Agreement and require the New International Faculty Members to invoice the University monthly;

provide a gross payment in lieu of group benefits and pension based on the University’s normal monetary contribution for these items for new Faculty Members;

a requirement that the New International Faculty Members will adhere to the University’s policies and procedures as applicable to independent contractors working outside Canada;

state that the New International Faculty Members are responsible for making arrangements for insurance coverage, any applicable statutory or tax deductions or

payments, providing all equipment (e.g. computer) required in order to provide the contracted services and establishing their own hours of work and location of work; and

provide that once the New International Faculty Members enter Canada and join the UWOFAs bargaining unit under a Letter of Appointment, their seniority will be credited retroactive to the start date of their Independent Contractor agreement and the Parties' Collective Agreement will otherwise start to apply;

The Parties will revisit this Letter of Understanding by December 15,