

(b) Faculty of Health Sciences – School of Nursing and School of Rehabilitation
A combined total of 3 such positions to be filled

3. For SITE, 3 of the existing positions created under the previous Letter of Understanding may continue with a termination date of 30 June 2011.

4. With respect to appointments under paragraph 2(a) above, the selection process under the collective agreement will be supplemented in the following manner to provide for input from the section of the School: after receiving all the c.v.'s and any proposals from the School committee, notwithstanding 5.6.3.1 and 5.6.3.3(b) of the collective agreement, an initial recommendation similar to that described under 17.1.3.1 and 17.1.3.2 of the collective agreement shall be undertaken by the section concerned, through an appointments committee made up of section members or a group of section members designated by them, which shall provide its recommendation to the School committee. This process is considered to be on an exceptional basis and is not to be interpreted as creating a new structure for the School generally.

5. It is understood that, notwithstanding the terms of the previous Letter of Understanding, current Teaching Associates may apply for the positions set out in paragraphs 2 and 3 above, but this does not re-open their existing positions.

6. Where, during 2008 and prior to the termination date of this Letter of Understanding, the employer believes that an increase in the above numbers is warranted, it may bring such a request to APUO, along with information that demonstrates such a need. Prior to bringing such a request to APUO, the employer shall have attempted to fill all regular positions authorized for that year in the department or unit. The employer would be required to demonstrate that there is a need based on the inability to fill regular positions that have been announced, taking into account the period of time since the announcement and/or the relative number of positions announced. It is understood that a *bona fide* attempt to fill the positions must have been made, and that any compensation offers to prospective candidates have not been significantly below what would be considered a reasonable compensation package for the area. Moreover, it is understood that any such increase in numbers can only be by agreement of the parties.

W. J. V. H.
11/05/09

APUO
06.03.09

F. J. B.
13/11/09

M. J. M.
March