

## MINUTES OF SETTLEMENT

**Between:**

**UNIVERSITY OF WINDSOR**

(the "University")

-and-

**WINDSOR UNIVERSITY FACULTY ASSOCIATION**

(the "Association")

**Re: Policy Grievance #0970 (the "Grievance")**

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WHEREAS the Association filed a Grievance regarding a grouping of Ancillary Academic Staff – Learning Specialist appointments who have been assigned teaching duties as part of their normal workload, but who have not been appointed to a primary or secondary AAU;

AND WHEREAS the Association filed the Grievance alleging that said Ancillary Academic Staff – Learning Specialist appointments violated Article 1 and Article 12;

AND WHEREAS the parties have acknowledged that in the circumstances the following terms and conditions are appropriate resolution of the Grievance;

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The University shall apply Articles 12:21, Article 1 (Ancillary Academic Staff), and any and all other relevant articles of the Collective Agreement as they relate to the appointment of Ancillary Academic Staff – Learning Specialists.
2. For those individuals that have been appointed as an Ancillary Academic Staff - Learning Specialist in a limited term position to the Office of the Dean prior to July 1<sup>st</sup>, 2018, these individuals will continue to be appointed to the Office of the Dean for the duration of their current limited term appointment, any subsequent limited term reappointments and will continue to be assigned teaching duties.
3. For those individuals that have been appointed as an Ancillary Academic Staff - Learning Specialist in a permanence-track position to the Office of the Dean or to non-academic unit prior to July 1<sup>st</sup>, 2018, these individuals will continue to be appointed to the Office of the Dean for the duration of their appointment and will continue to be assigned teaching duties.

4. For the individual that has been appointed as an Ancillary Academic Staff - Learning Specialist to the Office of the Dean, Faculty of Arts, Humanities and Social Sciences, has permanence, and is currently in a Cross-Appointment (hybrid appointment), this hybrid appointment will continue to be sought and renewed every five (5) years.
5. For the individual that has been appointed as an Ancillary Academic Staff – Learning Specialist to the Office of the Dean, Faculty of Science, and has permanence, this position will either be appointed to an AAU or will be appointed in a Cross-Appointment (hybrid appointment), no later than July 1<sup>st</sup>, 2019.
6. The Association confirms and acknowledges that these Minutes of Settlement have been entered into voluntarily, are appropriate in the circumstances and will not be challenged at any time by the Association except as expressly provided herein.
7. The Association shall withdraw the Grievance.

Dated at Windsor, Ontario, this 19<sup>th</sup> day of December, 2018

University of Windsor

Per:

  
Ms. Daniella Beaulieu

Dated at Windsor, Ontario, this 19 day of December, 2018

University Of Windsor Faculty Association

Per:

  
Mr. Peter Zimmerman