

BETWEEN:

The University of Western Ontario

(UWO)

- and -

The University of Western Ontario
Faculty Association

(UWOFA)

Minutes of Settlement

Whereas UWOFA filed a policy grievance on May 23, 2007 Re: Appointments;

And whereas the parties wish to resolve the grievance on a without prejudice or precedent basis;

Now, therefore, the parties agree as follows:

1. The grievance is hereby withdrawn and deemed settled.
2. No graduate student will be assigned to teach, as a Graduate Teaching Assistant, a third or fourth year undergraduate course (i.e. course number 3000 and up) in the Faculty of Arts and Humanities unless the course has been advertised in accordance with the Collective Agreement and no qualified Part-Time Member has applied.
3. Subject to paragraphs 4 and 5, no graduate student will be assigned to teach, as a Graduate Teaching Assistant, a second year course (i.e. course number 2000-2999) for which a prerequisite is required, in the Faculty of Arts and Humanities, unless the course has been advertised in accordance with the Collective Agreement and no qualified Part-Time Member has applied.
4. Paragraph 3 does not apply to the departments of Visual Arts and Women's Studies.
5. Paragraph 3 applies in the department of Modern Languages and Literatures only to second year courses in Spanish for which a prerequisite is required and which are not language courses.
6. Notwithstanding any other provisions in this settlement, students in the PhD program in Hispanic Studies can be assigned as Graduate Teaching Assistants to teach one (1) third or fourth year course during their program without the course being advertised.
7. Graduate students assigned to teach as Graduate Teaching Assistants in the Faculty of Arts and Humanities shall receive supervision from a faculty member. This shall include regular meetings to review teaching, course materials, etc. If necessary, departmental workload documents shall be revised to acknowledge this supervision.

8. This settlement is without prejudice or precedent to any other matter between the parties. More particularly, it is without prejudice to either party's position with respect to the interpretation of any provision in the Collective Agreement.
9. Arbitrator Bill Kaplan will remain seized in respect of any dispute over the implementation of this settlement.
10. This settlement shall remain in effect until June 29, 2010 at which time it shall cease to have any force or effect.
11. This settlement constitutes full and final resolution of any and all issues arising from or related to the assignment of teaching responsibilities to Graduate Students in the Faculty of Arts and Humanities.

Signed this 2nd day of July, 2008



For The University of Western Ontario



For UWOPA