

Without prejudice or precedent.

IN THE MATTER OF A GRIEVANCE

BETWEEN

CUPE LOCAL 3913 (UNIT 2)

(the "Union")

and

THE UNIVERSITY OF GUELPH

(the "University")

WHEREAS the Union filed policy grievances 19-P-015 and 19-P-022 in relation to the posting and compensation of potential First Year Seminar (FYS) work assignments;

WHEREAS FYS are first year courses with an interdisciplinary focus and a small number of students;

WHEREAS the FYS Curriculum Committee reviews proposals for the courses to be offered, which may change every semester;

IT IS AGREED THAT:

1. When the University determines there is a need for individuals, other than those excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement, to teach First Year Seminars, the University will post a single work assignment advertisement on the hiring website for the purpose of collecting applications.
2. University employees and external applicants not otherwise excluded from the bargaining unit pursuant to Article 2.01 (a), (f), (h), and (i) of the Collective Agreement who wish to propose a First Year Seminar will do so through the online hiring system. Letter of Understanding 4 applies to applicants without seniority.
3. The members of the FYS Curriculum Committee will form the Selection Committee. The Selection Committee will still be bound by the requirements for membership from equity seeking groups and DHR training pursuant to Article 11.04(c) .
4. Applicants will submit their application as per 11.03. In addition, individuals applying for First Year Seminars through the hiring website will be required to submit a course proposal using the prescribed form in addition to any other application materials. A link to the prescribed form will be provided.
5. Each applicant in the bargaining unit will be able to submit the same number of course proposals per competition as applicants excluded from the bargaining unit. The number of course proposals per applicant per competition will be determined and announced by the FYS Curriculum Committee.
6. Applications will be assessed using the selection process as established in Article 11.04 except that, notwithstanding Article 11.04(b), the course proposal will be the primary criterion for the Selection Committee. The Selection Committee will establish the criteria to evaluate the course proposals in writing and will give a value to the course proposal in the hiring rubric. The criteria shall be the same as for employees excluded from the bargaining unit.
7. The Selection Committee will score the course proposals and select the highest scored candidate(s) from those submitted. It is understood that the University may not select the

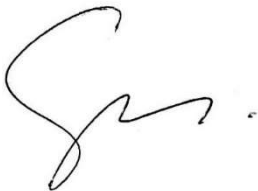
most qualified or most senior applicants in accordance to the total score in the rubric including the course proposal.

8. Individuals appointed to First Year Seminar work assignments will earn a seniority point and Right of First Refusal (RoFR) applicable to subsequent First Year Seminar offerings of the same course as outlined in their original course proposal.
9. The existence of a RoFR does not give an applicant priority for their course topic in the selection process unless the same course as outlined in their proposal is offered. The decision to select a course for subsequent offerings will be at the sole discretion of the University in accordance to Article 3.
10. The decision to select a course for subsequent offerings will be made before posting the work assignment. The person(s) holding the RoFR will be notified and invited to exercise their RoFR through a non-public posting.
11. Members who are not invited to exercise their RoFR may request their same course be offered again by exercising their RoFR via the online hiring system and including a copy of a course proposal and, should they choose, an updated CV. Course proposals may be amended prior to submission or the SL may submit the original proposal.
12. Sessional Lecturers who are hired to teach a First Year Seminar will be compensated at their corresponding wage step in the wage grid on the basis of their accrued seniority at time of hire.
13. Any payment previously issued below the corresponding wage step will be corrected retroactive to the first pay of Fall 2019. For Winter 2020, all Sessional Lecturers will be compensated at Step 5 or their wage step determined under Clause 11, whichever is higher. Beginning Fall 2020, wage step for all Sessional Lecturers (including those currently employed) will be determined by their accrued seniority.
14. The Parties acknowledge that the terms above fully and finally resolve the issues in dispute in these grievances (19-P-015 and 19-P-022) and all related matters and, as such, the grievances are hereby withdrawn.
15. This settlement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose except for its enforceability.

Signed this 30th day of March, 2020.



For the University



For the Union