

# **COLLECTIVE AGREEMENT**

between

**THE BOARD OF REGENTS,  
THE UNIVERSITY OF WINNIPEG**

and

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(CONTRACT ACADEMIC STAFF)**

**AUGUST 1, 2015 TO JULY 31, 2019**



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## ARTICLE 1: DEFINITIONS

For the purpose of this Agreement, the following terms shall be defined:

Academic Terms:	The three academic terms are as follows: <ol style="list-style-type: none"><li>1) The <u>Fall Term</u> is the period during which courses are scheduled from September to December.</li><li>2) The <u>Winter Term</u> is the period during which courses are scheduled from January to April.</li><li>3) The <u>Spring Term</u> is the period during which courses are scheduled from April to July.</li></ol>
Academic Unit:	Describes a Faculty, library, college, or other unit headed by a Dean, Director or other person excluded from the bargaining unit as managerial by the Manitoba Labour Board Certificate No.MLB-6362.
Academic Year:	The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.
Agreement:	The Collective Agreement negotiated between the Employer and the Association on behalf of the Bargaining Unit described by Certificate No.MLB-6361.
Association:	The University of Winnipeg Faculty Association (UWFA or Faculty Association).
Board:	The Board of Regents of the University of Winnipeg.
Chair:	When printed with an initial upper case letter, the chair of a Department of The University of Winnipeg or, in Departments or units with no chair, the Dean or designate.
Contract Academic Staff:	All persons employed by the University of Winnipeg as contract academic staff, hired on a per course basis and who teach courses which are credited to a University of Winnipeg Degree, except Employees covered by Certificates Nos. MLB-3634, MLB-4020, MLB-6362, Visiting Professors, and those excluded by <i>The Labour Relations Act</i> .
Course Instructor Member:	A Member of the Contract Academic Staff bargaining unit who is appointed to teach an academic credit course at the University of Winnipeg.
Dean:	The administrative head of a Faculty or the Library.
Department:	A Department in a Faculty established within the University of Winnipeg.
Designate:	A person authorized to act on behalf of an officer of the University or an officer of the Association.
Director:	The Director of an academic program of study at The University of Winnipeg.
Employer:	The University of Winnipeg as represented by the President and as designated or delegated to the appropriate Vice-President, Dean, or Administrator.
Faculty:	An academic unit administered by a Dean at the University of Winnipeg.
Member:	When printed with an initial upper case letter, a Member of the Contract Academic Staff bargaining unit described by Certificate No.MLB-6361.

Parties: The Employer and the University of Winnipeg Faculty Association.

President: The President of the University of Winnipeg.

Program: An academic course of study previously approved by the Senate and leading to a degree.

Regular Academic Staff (RAS) member: A member of the University of Winnipeg Faculty Association as set out in the Manitoba Labour Board Certificate No.MLB-6362.

Regular Academic Staff (RAS) Unit: The bargaining unit described by Manitoba Labour Board Certificate No.MLB-6362, and any further inclusions and exclusions as negotiated between the Employer and the Association.

Senate: The Senate of the University of Winnipeg.

University: The University of Winnipeg.

Vice-President: A Vice-President of the University of Winnipeg.

Working day: A day when the University is open, exclusive of Saturdays, Sundays and holidays.

## **ARTICLE 2: PREAMBLE**

- 2.1 The Parties recognize that the fundamental goals of a university are the following:
- 1) The attainment of high standards of academic excellence in the pursuit and dissemination of knowledge to be achieved principally through teaching, scholarship and research;
  - 2) The development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
  - 3) The encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and comprehension;
  - 4) The provision of an environment which will support the intellectual, cultural, spiritual and physical development of students;
  - 5) The provision of an environment that promotes the full and equal participation of all people in the life of the University as employees as defined in their respective collective agreements;
  - 6) The promotion and execution of the general work of the University.
- 2.2 The Parties agree to cooperate in encouraging, at the University, a climate of freedom, responsibility and mutual respect in the pursuit of the goals described in Clause 2.1.
- 2.3 The objectives of this Agreement are to promote harmonious relations between the Parties in order to achieve the above purposes and to facilitate the peaceful settlement of all disputes, misunderstandings and grievances.

## **ARTICLE 3: RECOGNITION**

- 3.1 The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members within the bargaining unit as described in Certificate No.MLB-6361.
- 3.2 Certificate No.MLB-6361, defines the bargaining unit as "All persons employed by the University of Winnipeg as contract academic staff who teach courses on a per course basis, which are credited to a University of Winnipeg Degree, except employees covered by Certificate Nos.MLB-6362, MLB-3634, MLB-4020, Visiting Professors and those excluded by the Labour Relations Act."
- 3.3 The parties recognize that the proportion of full course equivalents (FCE's) that can be taught by Members is subject to Article 20 of the Agreement between UWFA-RAS Unit and the Employer, as it may be amended from time to time.

## **ARTICLE 4: LABOUR MANAGEMENT COMMITTEE**

- 4.1 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to establish a Labour Management Committee (LMC) to consider issues related solely to the meaning, interpretation, or application of this Collective Agreement. The LMC shall not have the power to amend the terms of the collective Agreement. This LMC shall meet at least semi-annually.

- 4.2 The Association shall have the right to include a Member of the Contract Academic Staff Bargaining Unit in this LMC for those matters regarding the Contract Academic Staff Collective Agreement.
- 4.3 The Contract Academic Staff LMC shall be comprised of a maximum of three (3) representatives from each of the parties.
- 4.4 LMC meetings for matters relating to Contract Academic Staff shall be held contiguous to Labour Management meetings established under the UWFA-RAS Collective Agreement.

**ARTICLE 5: ACADEMIC FREEDOM**

- 5.1 The search for knowledge and its free exposition is a fundamental characteristic of the continuing self-examination necessary to maintain a dynamic, free and vital society. In this context Members shall be entitled to the exercise of academic freedom as it relates to their teaching responsibilities. Academic freedom ensures the freedom to learn without restriction and the freedom to teach subject only to the academic regulations of Senate and adherence to the course description in the University calendar. Members are entitled, regardless of prescribed doctrine to freedom to teach and discuss, freedom to criticize, and freedom from censorship by either Party.
- 5.2 Research is not a job requirement or duty of Members; however, should a Member choose to participate in a research project that is supported by the University and/or that has been subject to the academic regulations of Senate, the provisions of Clause 5.1 shall apply.
- 5.3 Service is not a job requirement or duty of Members; however, should a Member be asked to and/or volunteer to provide service (to the University, the Association and/or the community) then the provisions of Clause 5.1 shall apply.
- 5.4 Academic freedom does not require neutrality. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depends in part upon the freedom being used in a manner consistent with the scholarly obligation to base teaching on an honest search for knowledge. It implies a respect for the rights of others, a tolerance of other points of view and a duty to use academic freedom in a responsible manner. Academic freedom does not confer legal immunity, nor does it diminish in any way the obligation of Members to meet their responsibilities and to conduct themselves in a manner consistent with this Agreement.
- 5.5 The Parties agree to uphold and to protect the principles of academic freedom and not to infringe upon or abridge the academic freedom of any Member.

**ARTICLE 6: NON-DISCRIMINATION & FREEDOM FROM HARASSMENT**

- 6.1 Except where otherwise provided for by this Agreement or applicable law, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any employee in regard to any terms and conditions of employment except for such distinction, exclusion, limitation or protection as may constitute a bona fide occupational requirement under law.
- 6.2 The Parties to this Agreement have a duty not to harass or discriminate as defined in legislation and in *The University of Winnipeg Respectful Learning and Working Environment Policy*, and shall not behave in a manner that produces, contributes to or perpetuates a learning or working environment that tolerates harassment or discrimination.

- 6.3 The Parties to this Agreement declare that they do not condone harassment or discrimination as defined in *The University of Winnipeg Respectful Learning and Working Environment Policy*. Allegations of harassment or discrimination will be dealt with in accordance with procedures established by the Employer in *The University of Winnipeg Respectful Learning and Working Environment Policy*.
- 6.4 The protection from discrimination and harassment includes the protection from retaliation on any grounds identified in the policy for a Member having taken action under the policy either as a complainant or grievor, or for assisting a complainant or grievor in taking action under the policy, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of non-discrimination.

**ARTICLE 7: EXISTING PRACTICES**

- 7.1 The Board agrees that, during the term of this Agreement, it shall not create, amend or rescind by-laws or policies that would amend a term or condition of employment of Members as set out in this Agreement unless the Association provides written confirmation of its agreement with the proposed change in the by-law or policy.
- 7.2 Where the Employer proposes to establish a new by-law or policy or change an existing by-law or policy, which does not effect a change in the terms or conditions of Members' employment as set out in this Agreement, but which has disciplinary consequences for Members or which affects the rights, duties and responsibilities of Members as set out in this Agreement, the Employer shall consult the Association.

**ARTICLE 8: RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

- 8.1 Members have the right to participate in Association business and to transact Association business on University property provided that such business does not interrupt or interfere with the Member's performance, duties and responsibilities to the Employer.
- 8.2 The dues as established by the Association from time to time shall be deducted by the Employer from the salary of each Member.
- 8.3 No later than ten (10) working days after the last pay period of the month, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted, shall be remitted to the Treasurer of the Association. An annual statement of the Association dues, which have been deducted from his/her salary during the calendar year, shall be provided to each Member on his/her T4 Income Tax slip by February 28 each year.
- 8.4 The Association shall advise Human Resources, in writing, of any change in the dues of the Association thirty (30) days prior to the first day of the month in which the change is to become effective.
- 8.5 In the event the Association receives dues on account of an employee who is not a Member, or, if on account of a Member, in excess of the amount required, the Employer agrees to reimburse or credit the employee, as the case may be, for the amount so received in error by the Association, and shall deduct such amount from the following month's cheque to the Treasurer of the Association. The Employer shall not be held liable for the wrongful deduction of money for Association dues resulting from an error in the Association's instructions.
- 8.6 The President of the Association shall inform the President and the Vice-President, Human Resources of the names of Members holding official positions in the Association within five

(5) working days of their selection and of other Members selected for responsibilities pursuant to this Agreement within five (5) working days of their selection.

- 8.7 The Employer shall refer a prospective Member to the relevant section of the University website for access to the Agreement, and shall provide, if requested, the Agreement in paper form.
- 8.8 Correspondence between the Parties with respect to the administration of this Agreement shall be between the President of the University addressed to the Vice-President, Human Resources, and the President of the Association addressed to the Association's Office.
- 8.9 The University's internal mail service shall be the normal means of delivering mail associated with the administration of this Agreement.
- 8.10 The Employer agrees to have the Agreement printed within forty-five (45) working days of the signing of the Agreement. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of Agreements required by each Party. Human Resources shall provide the Association with an electronic copy of the signed Agreement in the format currently in use.

#### **ARTICLE 9: ACCESS TO INFORMATION**

- 9.1 Human Resources shall provide the Association with a list of all Members which shall include the following: name, gender, a list of all courses taught in the current Academic Term, compensation, home address and telephone number if provided, and work email address as follows:
- 1) By October 15 for the Fall Term;
  - 2) By February 1 for the Winter Term; and
  - 3) By May 1 for the Spring Term.

#### **ARTICLE 10: MANAGEMENT RIGHTS**

- 10.1 The Association recognizes, without excluding or limiting any other management rights not specifically set forth, that it is the right of the Employer to plan, co-ordinate and direct its resources, assign duties and to manage the affairs of the University, provided, however, that in the exercise of the Employer's rights, the Employer shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.
- 10.2 The Employer agrees to exercise its rights in a manner that is fair, reasonable, and consistent with the provisions of this Agreement and with the Agreement as a whole.

#### **ARTICLE 11: PERSONNEL FILE AND SALARY AND BENEFITS FILE**

- 11.1 The employment related files that are maintained by the Employer serve as records of the employment history of Members at the University of Winnipeg. The purpose of this Article is to ensure that employment files fairly represent the Member's employment history and that only these files are used in decisions respecting any and all terms and conditions of employment of a Member.
- 11.2 A Member shall have a personnel file that shall be maintained by the Member's Dean or Vice-President and the file shall be stored in a secure medium. In addition, Human Resources shall maintain a salary and benefits file which shall include the appointment letter

and any information required to administer salary and benefit entitlement and to administer statutory reporting and the reporting requirements set out in this Agreement.

- 11.3 The personnel file of each Member shall contain only material pertaining to the employment of the Member, including but not restricted to:
- a) Pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts, teaching dossier, and letters of reference;
  - b) Employment related documents and correspondence;
  - c) Documentation relating to recommendations on appointment;
  - d) Updated copy of curriculum vitae and related materials respecting professional development and achievement;
  - e) Activity Reports and Evaluation Reports as per Article 14.
- 11.4 Access to a Member's personnel file shall be limited to persons that require access for purposes directly related to the employment of the Member. The personnel file shall contain a record of all persons granted access and the dates of access to the personnel file with the following exceptions:
- a) Dean or Associate Dean or Vice-President; and
  - b) The Member; and
  - c) The support staff person responsible for maintaining the files.
- 11.5 The Member shall be informed in writing of any proposed additions to or removal of material from his/her personnel file except that filing of an appointment letter or employment-related documents or correspondence with the Member or documents initiated and/or signed by the Member do not require such notification. The Member shall have ten (10) working days to contest the validity of the exclusion or inclusion of the information or its accuracy. Material removed pursuant to Clause 11.6 shall be shredded.
- 11.6 The Member shall have the right to have included in his/her personnel file his/her written comments on the accuracy or the meaning of any of the contents of his/her personnel file, and to add any employment related documents to the file that he/she deems relevant. A Member shall have the right to have removed from his/her personnel file any material, which s/he can show is false, irrelevant, or unsubstantiated. Such requests for removal shall be made through the Dean or Vice-President.
- 11.7
- a) Except as provided in Clause 11.9 each Member and his/her authorized agent (such authorization to be in writing) shall have the right of access to the contents of his/her personnel file upon request. The Member shall examine his/her file only in the presence of the Dean or Associate Dean or Associate Vice-President or Vice-President or designate. The Member may not remove any item from his/her file. In addition, each Member and his/her authorized agent shall have the right of access to any information under his/her file/code number that would form part of his/her personnel file and which has been stored in a format designed for use in electronic data processing. Such information shall, upon request, be made available to the Member and his/her authorized agent in printed form.
  - b) Where any evaluation or assessment, other than Senate approved course/instructor evaluations, of a Member is accomplished by the use of electronic data processing; the Member shall be notified within five (5) working days and shall have the right of access to the input data (except as provided in Clause 11.9), the coding format and the computer programme which performs the evaluation or assessment.
  - c) Where any evaluation or assessment of a Member(s) is accomplished by the use of electronic data processing, the Association shall be notified within five (5) working days

and shall have the right of access to the coding format(s) and the computer programme(s), which perform(s) the evaluation(s) or assessment(s).

- 11.8 Except as provided in Clause 11.9, a Member shall be given one (1) copy of any of the materials in his/her personnel file upon written request to the Dean or Vice-President. Such requests shall be filled within five (5) working days, at the Member's expense.
- 11.9 **CONFIDENTIAL MATERIAL**
- Confidential material shall be restricted to signed letters of reference and evaluations, as described in this Agreement. Individuals who are requested to evaluate Members shall be informed about this Article at the time that the request is made.
- a) Letters of reference evaluating any candidate for a position at the University shall be confidential. Such letters shall be used only to evaluate the suitability of the candidate for the position.
- b) Material shall not be used in any proceeding provided by this Agreement unless it is kept in the personnel file or provided by the Member under consideration. Upon request, a Member shall be provided with a copy of the body of the letter, excluding any references which would identify the author of the letter, his/her affiliation or address.
- 11.10 No anonymous material shall be kept in the personnel file of a Member.
- 11.11 Information regarding teaching evaluations shall not be considered anonymous when in a form authorized by the Senate or agreed to in writing by the Member and the students in his/her course(s).
- 11.12 None of the contents of a Member's personnel or salary and benefits file shall be released or made available to any person without the express written consent of the Member concerned, except when required by this (a) Agreement or (b) by law or for (c) normal employment-related administrative purposes. Access to any of the contents of the personnel file for reason of law shall be granted only in person to individuals who show legal proof that such access is required by law. Such access shall be granted only by the appropriate Dean or Vice-President or his/her designate. The Dean or Vice-President shall notify the Member concerned immediately, stating the person or persons granted access and the reason for granting such access, unless such notification is prohibited by law.
- 11.13 Where confidential material is to be used by the Employer in the course of proceedings to resolve a grievance and where in the opinion of the arbitrator(s) the identity of the author is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her/their decision, having due regard to its confidentiality.

## **ARTICLE 12: HEALTH AND SAFETY**

- 12.1 The Parties agree that applicable federal, provincial and municipal legislation and regulations shall be the standard for health and safety in the University.
- 12.2 The Employer shall take reasonable measures to maintain the security of the building and grounds. Except where prevented by an emergency, Members shall have access to their offices and laboratories at all times.

## ARTICLE 13: COPYRIGHT/INTELLECTUAL PROPERTY

### 13.1 DEFINITIONS

#### *Copyright*

The rights described in the *Copyright Act* R.S.C. 1985, c. C-42, together with all amendments thereto, including the sole right to produce or reproduce the Work or any substantial part thereof in any material form whatever, to perform the Work or any substantial part thereof in public or, if the Work is unpublished, to publish the Work or any substantial part thereof.

#### *Computer Programs (or Software)*

Subject to the *Copyright Act*, a set of instructions or statements, expressed, fixed, embodied or stored in any manner, that is to be used directly or indirectly in a computer in order to bring about a specific result.

#### *Intellectual Property*

**This definition** means Works or Other Intellectual Property.

#### *Moral Rights*

Subject to the *Copyright Act*, Moral Rights is the right of an Author to the integrity of a Work and, where applicable, the right to be associated with the Work as its author by name or under a pseudonym and the right to remain anonymous.

#### *Works*

Subject to the *Copyright Act*, this means an original work including but not limited to the following:

- i) Literary works namely: books, pamphlets, poems, articles, syllabi, tests and work papers, lectures, dramatic compositions, cartographic materials, charts, unpublished scripts, monographs, glossaries, bibliographies, modular posters, study guides, transparencies, visual aids, laboratory manuals, correspondence course packages, interactive textbooks, coursework delivered on the Internet, multimedia instructional packages, and other texts consisting of text and computer programs and databases;
- ii) Dramatic works, namely: films, film strips, videos, plays, screenplays and scripts, video and audio tapes, cassettes and CDs, live video and audio broadcasts, programmed instructional materials;
- iii) Musical works, namely: compositions made of music or words and music, and
- iv) Artistic works, namely: paintings, drawings, maps, photographs, sculptures and architectural works.

13.2 The Employer recognizes that the Member is sole copyright holder in works except in circumstances where the Member has been contracted by the Employer to create a work in which case the Employer is the copyright holder in such works produced by the Member.

13.3 The Employer shall take all reasonable measures to ensure the moral rights of an Author in those instances where the Employer is the holder of the copyright.

13.4 The parties agree that, in the event that a Member becomes engaged in a research project or other activity that involves the creation of "Other Intellectual Property" as defined in the UWFA-RAS Collective Agreement, Clause 17.1.7, (Certificate No.MLB-6362) agreement as to the ownership, use and commercialization of that product shall be negotiated with the Member, consistent with the provisions of the Intellectual Property Article in force at the time the matter arises.

## **ARTICLE 14: RIGHTS AND RESPONSIBILITIES OF THE MEMBERS**

### **14.1 RIGHTS OF MEMBERS**

- 14.1.1 Members shall have the right to participate in the activities of their learned professions and societies.
- 14.1.2 When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the exercise of academic freedom, but shall not be conferred legal immunity for defamation. Unless otherwise authorized in writing, the Member shall not purport to speak or act on behalf of the University, but shall have the right to indicate his/her status within and affiliation with the University.
- 14.1.3 In accordance with Article 12, the Member has the right to a healthy and safe environment in which the academic responsibilities can be carried out effectively.
- 14.1.4 The Member is entitled to receive information on relevant Senate regulations and Faculty or Department policies relating to course development and structure on a timely basis.
- 14.1.5 The Member is entitled to participate in an annual Orientation Information session to be provided by the Employer. The information session shall include a presentation by the Association.

### **14.2 RESPONSIBILITIES OF MEMBERS**

- Members are responsible to comply with Department, Senate and University policies and procedures in the exercise of their responsibilities.
- 14.2.1 Members are employed by the University to disseminate knowledge and understanding, gained by both education and experience, through teaching. Members are not expected to conduct research or scholarship.  
  
Members shall teach courses which fall within their area(s) of professional competence and teaching proficiency and which reflect the current state of knowledge with respect to the course description in the University Calendar.
  - 14.2.2 Members' responsibilities for each course include: course outline; lesson/lecture preparation; teaching/lecturing; student contact; preparing and invigilating final examinations; marking and grading; reporting on grades in a timely manner and may include course design.
  - 14.2.3 Members shall make themselves accessible to students for academic consultation.
  - 14.2.4 Members shall inform students adequately regarding course formats, assignments and methods of evaluation.
  - 14.2.5 Members shall maintain teaching and laboratory schedules (where the Member is also responsible for the laboratory component of the course) in all but exceptional circumstances and inform students adequately of any necessary cancellation and rescheduling of instruction.
  - 14.2.6 Members shall adhere to the schedules set by the Department for submitting course outlines, grades and evaluations.
  - 14.2.7 Members shall make themselves available to resolve any Senate issues related to grades.
  - 14.2.8 Members shall act fairly and ethically with students.
  - 14.2.9 Members shall exercise, with discretion, their right to insist upon order and safety in the classroom and may evict disrupters and/or those persons who pose a threat to themselves or others.
  - 14.2.10 Requests from students for references from Members shall be dealt with in a fair and expeditious manner. The referee should clearly state that the reference is the Member's professional opinion.

14.3 WORKLOAD

14.3.1 A Member's workload is determined by the number of full course equivalents (FCE's) that the Member is contracted to teach.

14.3.2 The Parties agree that no Member shall teach more than six (6) FCE's in any Academic Year.

14.4 The employment period and hours of work for Employment Insurance purposes shall be 336 hours for 1.0 FCE. The number of hours shall be determined on a pro rata basis for Members who teach courses of other durations, including 0.5 FCE, and Members who complete teaching of a course begun by another Member or Regular Academic Staff member or, who teach courses on a team-taught basis. This shall be done in accordance with the period for which they have the responsibilities as set out in this Article.

14.5 A Member shall be eligible to receive a marking and grading allowance using the same criteria for such allowance as is used for any Regular Academic Staff members in the Department.

14.6 OFFICE SPACE, FACILITIES AND SERVICES

The Employer agrees to take steps to provide Members with safe and adequate facilities, services and equipment as required for the performance of their responsibilities. The parties have identified the priorities as described by the Letter of Understanding appended to this Agreement for the term of this contract.

14.6.1 For the Academic Year in which the Member teaches, the Member shall be provided with:

- a) Library privileges on the same terms as Regular Academic Staff members;
- b) E-mail privileges; and
- c) The use of athletic facilities on the same terms as Regular Academic Staff members.

14.6.2 For the Academic Term in which the Member teaches, the Member shall be provided with:

- a) Shared office space on campus (where possible within the Member's Department) with access to a computer and private meeting space in order to meet with students;
- b) Lockable storage for teaching materials;
- c) Access to telephone with voice-mail;
- d) Access to the Internet; and
- e) Access to photocopier and printer to copy/print material for the course(s) that the Member is teaching.

In the event that the Member's contract is not discharged in full, these privileges and services may be discontinued by the University effective the date on which the contract is breached or discontinued.

14.7 GOVERNANCE AND COLLEGIALITY

14.7.1 a) Members shall be invited to attend department meetings where issues to be discussed are directly relevant to the Member's responsibilities. The Member shall have the right to participate fully in the discussion of such matters.

b) Members' participation in department meetings is entirely voluntary and without remuneration to the Member.

14.7.2 Where issues to be discussed are directly relevant to the Member's responsibilities and the Member is unable to attend, the Chair shall inform the Member of the results of the meeting.

14.8 ACTIVITY REPORT

- 14.8.1 a) No later than February 1 of each year, a Member, who intends to seek further appointments, or to earn, or retain the Right of First Refusal (RoFR) shall submit a Contract Academic Staff Annual Activity Report (CASAAR)(Appendix A) to the Department Chair/Director or equivalent. The Activity Report shall include relevant activities during the preceding calendar year covering the Winter and Spring Terms of the preceding Academic Year and the Fall Term of the current Academic Year. The Member shall provide evidence of satisfactory performance of his/her teaching/professional responsibilities, which shall include the results of Senate approved Course/Instructor evaluations, and may include, but not necessarily be limited to classroom evaluations and a Teaching Portfolio or Dossier or other such evidence of satisfactory teaching as determined by the Member, and/or as agreed to between the Member and the Chair. Where applicable, the Member may also provide information on his/her research/scholarship and/or service activities.
- b) Pursuant to Article 15 and maintaining the RoFR, the Member shall indicate on their Activity Report whether they wish to teach the course(s) again. Such indication must be specific for each course and stated in the space provided on the Activity Report.
- 14.8.2 Members teaching in more than one (1) department shall submit an Activity Report to each Department Chair/Director or equivalent but shall include only information relevant to that Department.

14.9 EVALUATION REPORT

A Member who submits an Activity Report shall be evaluated at least once per Academic Year. The evaluation shall include a review of all Senate-approved Course/Instructor evaluations for the course(s) taught by the Member, and include other such information as submitted with the Activity Report which reflects evidence of the Member's teaching during the review period.

The Chair/Director or equivalent and one other Regular Academic Staff member shall conduct the evaluation, and shall make their evaluation based upon the Member's Activity Report, and such other information that is supportable by documentation that was made available for written response by the Member using the form appended to this Agreement. The evaluation shall be completed by April 1.

The completed evaluation(s) shall be provided to the Member and the Member shall sign the form acknowledging that he/she has read the evaluation(s).

14.9.1 NOTICE OF CLASSROOM EVALUATION

The Department Chair may require that a classroom evaluation of Member's teaching be conducted. The Member shall be provided with the reasons for such a classroom evaluation and shall be given a minimum of two (2) calendar days' notice of the evaluation. The Chair shall conduct the evaluation unless the Chair and the Member agree that it be conducted by a third person.

14.9.2 EVALUATION TO BE PLACED IN PERSONNEL FILE

Any written performance evaluation, including the Member's written comments, if any, shall be included in the Member's personnel file.

## ARTICLE 15: APPOINTMENTS

### 15.1 POSTING PROCESS AND PROCEDURES

- 15.1.1 At least once in an Academic Year, prospective contract teaching positions shall be posted on the University's website. University bulletin boards shall direct prospective applicants to the University website for information on the positions.
- 15.1.2 The positions shall normally be posted for a period of not less than fifteen (15) working days. The University may also solicit expressions of interest in contract teaching positions from specific target groups.
- 15.1.3 Exceptions to normal posting procedure may arise in the following circumstances:
- a) A position vacancy is created as a result of sick leave or other leaves of absence (such as maternity leave) where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant;
  - b) A position for which an individual was instrumental in the initiation and design of a course, such as travel study courses;
  - c) A position vacancy is created by last minute circumstances, such as unexpected enrolment increases, additional funding, or resignation, where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant; or
  - d) A Member has earned RoFR with regard to a specific course and the Member has indicated in writing to the Chair that he/she wishes to teach the course again.
- 15.1.4 To the extent that the information is available, position postings shall identify:
- i) The Department and the course name(s) and number(s);
  - ii) The start and termination dates for the appointment(s);
  - iii) The number of classes and sections;
  - iv) Class times;
  - v) Projected class enrolment;
  - vi) The student course credit hours;
  - vii) Course location (on/off campus);
  - viii) Required qualifications (academic and/or professional);
  - ix) Remuneration as described in this Agreement;
  - x) Application deadline; and
  - xi) Name and address of the person to whom application should be submitted.
- 15.1.5 Notice of the postings shall be provided to the Association by Human Resources.
- 15.1.6 Applications resulting from the posting shall be forwarded to the Chair of the Department.
- 15.1.7 Filling a prospective teaching position is subject to budgetary approvals and changes in academic programs.
- 15.1.8 No offer of employment shall be made before the requisite approval under Clause 15.6 has been obtained.

### 15.2 EARNING THE RIGHT OF FIRST REFUSAL (RoFR)

- 15.2.1 For the purposes of this Article, a Member earns a RoFR with regard to a course taught under this Collective Agreement, commencing with the Winter Term in 2013:
- i) The Member teaches that course at least:
    - a) Three (3) times in;

- b) Three (3) separate Academic Terms in;
  - c) Two (2) Academic Years within;
  - d) Four (4) successive Academic Years in which the course is offered; and
- ii) The Member has submitted the requisite Activity Reports in at least two (2) separate evaluation cycles in accordance with Article 14 for the eligible course(s), (minimum 0.5 FCE); and
  - iii) The Member's Activity Reports and Evaluation Reports pursuant to Article 14 establish to the Chair's and/or Dean's satisfaction that the Member performed his/her duties satisfactorily.

15.2.2 Where more than one section of the course is being offered in any Academic Term, the Member's RoFR applies only to one section of that course.

15.2.3 Where a Member has met the criteria specified in Clause 15.2.1, the Employer shall inform the Member in writing that the Member has earned the RoFR for a specific course and copy the Association. The RoFR shall be effective with the commencement of the Fall Term of the calendar year in which it is earned.

### 15.3 MAINTAINING / LOSING / REGAINING THE RIGHT OF FIRST REFUSAL

- 1) The Member shall retain the RoFR for the course provided that:
  - a) The Member files an Annual Activity Report in accordance with Clause 14.8; and
  - b) The Member's performance for the course continues to be evaluated as satisfactory or higher under Clause 14.9; and
  - c) The Member has indicated in writing to the Chair as required with the Annual Activity Report that the Member wishes to teach the course again in accordance with Clause 15.1.3(d); and
  - d) The Member accepts the appointment and teaches the specified course at least once in an Academic Year when it is offered to him/her unless:
    - i) The Member is unable to do so for medical reasons supported by documentation acceptable to the Employer; or
    - ii) The Member is taking statutory leave such as Maternity/Parental Leave or Compassionate Care Leave, supported by documentation; or
    - iii) The Member has accepted a temporary appointment with the Employer; or
    - iv) The Member has agreed to teach another CAS course for the Employer and there is a conflict between the two; or
    - v) It is recommended by the Chair and approved by the Dean that the Member is exempt from accepting to teach the course due to exceptional or unforeseen circumstances for a maximum of twelve (12) months.
- 2) A Member shall lose their RoFR if they fail to comply with Clauses 15.3.1(a) through (c); or does not qualify for an approved leave under Clause 15.3.1(d).
- 3) The Member can regain the RoFR by teaching the desired course in the subsequent Academic Year if the following criteria are met:
  - a) The Member teaches the course and receives a satisfactory rating; and
  - b) The Member indicates on the Activity Report for that course they wish to teach the course again.

- 15.4 SELECTION OF CONTRACT ACADEMIC STAFF
- 15.4.1 i) When the Department has received approval from the Dean for the course(s) to be taught by Member(s), the Chair shall make a recommendation to the Dean for the appointment(s) of the candidate who is most qualified to teach the course(s). Qualifications in this context include a combination of education, relevant experience, previous teaching experience; evidence of satisfactory teaching, experience in teaching the same or similar courses, and such other factors as may be relevant.
- ii) The Dean may request that the Chair strike an ad hoc advisory committee to review applications, interview candidates and assess their relative strengths.
- 15.4.2 i) Where there **is only one section of a course being offered and there** are two (2) or more candidates who have a RoFR with respect to that course in accordance with Clause 15.2, the position will be awarded to:
- a) the candidate who has taught that course for the University the most times; or
- b) In the event there are two (2) or more candidates with equal Rights of First Refusal respecting a particular course, that course shall be awarded to the candidate who has taught the greatest total number of courses on behalf of the Employer.
- ii) **Commencing with the Winter Term of the 2016-17 Academic Year, where there is more than one section of a course being offered, candidate(s) with a RoFR with respect to that course shall be asked to rank the sections in order of preference. In assigning the sections, the Employer shall give priority to the preference of:**
- a) **the candidate who has taught that course for the University the most times; or**
- b) **In the event there are two (2) or more candidates with equal Rights of First Refusal respecting a particular course, priority shall be given to the preference of the candidate who has taught the greatest total number of courses on behalf of the Employer.**
- iii) **Candidates shall be given not less than five (5) working days to submit their preference of sections under Clause 15.4.2 (ii). Where a candidate does not submit their ranking in the time frame prescribed, that candidate forfeits their preference of sections and the Employer shall have discretion to choose which section to offer the candidate.**
- iv) **Notwithstanding Clause 15.4.2 (ii), in order to accommodate another member with the RoFR, or under such other circumstances as may be agreed to by the parties, the Employer may request that the candidate with priority for a particular section consider accepting an appointment to a different section. Such request shall not be unreasonably denied.**
- v) **Exceptions to the process set in out in Clause 15.4.2 (ii) may arise where a position vacancy is created by last minute circumstances, such as unexpected enrolment increases, additional funding, or resignation, where the start date of the position does not allow for the ranking process plus preparation time for the candidate.**
- 15.4.3 The recommendation to the Dean shall include the candidate particulars including an up-to-date curriculum vitae, any other materials the applicant has submitted, and past evaluations.
- 15.4.4 The Chair shall refrain from making a recommendation for appointment of a teaching contract to someone with whom the Chair may reasonably be perceived to have or to have had a family, business, or personal relationship that would create either a real or perceived conflict of interest. In such instances, the Chair shall seek guidance from the Dean who will implement such processes as are required to ensure the integrity of the appointment process.
- 15.5 APPLICATIONS FOR POSTED POSITIONS

15.5.1 Applications for posted positions shall be in writing to the Chair. Applicants shall complete a Notice of Application form as set out in Appendix B. The application shall include up-to-date curriculum vitae and any other materials the applicant wishes to submit. The Chair shall include the Annual Activity Report and Evaluation Report(s) for a Member or former Member who is applying for a new appointment.

Applications submitted to Departments shall remain on file in the Department for the applicable Academic Year.

Applicants, who wish to be considered for additional position(s) in the Department to which they have applied, should indicate this intention in their Notice of Application form.

## 15.6 LETTER OF APPOINTMENT

15.6.1 Appointments shall be made by the appropriate Dean or Associate Dean after due consideration of the recommendation of the Chair.

15.6.2 As soon as reasonably practicable, the successful candidate shall receive a letter of appointment in duplicate from the Dean or his/her designate specifying the terms of employment as follows:

- i) The Department or unit in which the appointment is made, the course to be taught, and compensation;
- ii) The date on which the appointment commences and duration of the appointment;
- iii) The number of student course credit hours;
- iv) The date by which the candidate must return to the Dean or designate a signed copy of the letter of appointment accepting the offer; and
- v) A statement that the Association is the sole and exclusive bargaining agent for Members, that the appointment is subject to the terms of this Agreement, that the Agreement can be accessed on the University's web-site (including providing a reference to the specific web address for the Agreement); and
- vi) A request to activate their University email account.

15.6.3 A copy of the signed Letter of Appointment shall be forwarded to the Association within ten (10) days of the Dean's receipt of the signed letter.

15.7 A Member's appointment is effective on the date specified in the Letter of Appointment and he/she shall not be required to perform any tasks related to the appointment until the effective date.

## **ARTICLE 16: LEAVES**

### 16.1 ACADEMIC/PROFESSIONAL RELEASE

16.1.1 A Member shall be granted release time from regularly scheduled duties for up to two (2) days per Academic Term in order to attend a conference, seminar or workshop for academic and professional development related to a Member's duties provided that the Member is able to reschedule their teaching responsibilities to students.

16.1.2 A Member who is invited to speak at a conference, seminar, or workshop related to their academic discipline shall be granted release time in accordance with the provisions set out in Clause 16.1.1, upon provision of the letter of invitation.

### 16.2 JURY/COURT LEAVE

16.2.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena shall, if their attendance requires them to be absent from their scheduled

responsibilities, notify their Chair of the summons as soon as possible. Members shall supply the Chair with a copy of the summons.

Members who have complied with the foregoing shall be granted a leave of absence without pay during the period of service to the court or summoning body that conflicts with their teaching responsibilities and which cannot be rescheduled. The Member shall assist the Chair to provide such materials and briefings as may be necessary to ensure continuity of teaching responsibilities during their absence. The Member shall be returned to their position upon their return from jury/court duty unless the appointment has expired.

### 16.3 EMERGENCY LEAVE

16.3.1 In case of emergency, a Member shall be granted a short period of absence from their teaching responsibilities to attend to personal emergencies without loss of pay. A Member shall make reasonable efforts to notify the appropriate Chair/Director or Dean in advance and shall make such arrangements as are reasonable to ensure that the teaching obligations are fully discharged over the academic term.

### 16.4 COMPASSIONATE LEAVE/BEREAVEMENT LEAVE

#### 16.4.1 COMPASSIONATE LEAVE

A Member shall be granted up to three (3) consecutive calendar days absence in an academic year without loss of compensation in the case of:

- a) Critical illness in the Member's immediate family; and/or,
- b) Death in the immediate family.

Immediate family is defined as spouse (including common-law and/or same sex spouse), child or children, (including children of common-law and/or same sex spouse), grandchild or grandchildren, grandfather, grandmother, mother, father, brother, sister, spouse's mother and spouse's father, and any relative with whom the Member permanently resides.

A Member shall notify the Chair/Director or Dean of the need to take the leave.

A Member who takes a Compassionate/Bereavement Leave shall work with the Chair to make such arrangements as are required to ensure that the Member's teaching obligations are fully discharged during the academic term notwithstanding the leave.

#### 16.4.2 COMPASSIONATE CARE LEAVE

Members who have been employed for more than 30 days and who require more than three (3) days of Compassionate Care Leave are entitled up to eight (8) weeks unpaid leave of absence to provide care or support to an seriously ill family member as per the Compassionate Leave provisions in s.59.2 (l) — 60(5), *The Employment Standards Code*, C.C.S.M., c, E110, and as it may be amended. The Member may be eligible for Employment Insurance (EI) benefits. At the end of the eight (8) weeks, the Member will be returned to their position unless the appointment has expired.

### 16.5 SICK LEAVE

16.5.1 A Member who is unable to perform his/her duties as a result of accident or physical or psychiatric illness, including drug and alcohol addiction, shall notify his/her Chair/Director or Dean/equivalent as soon as reasonably possible in the circumstances and provide them with an estimate of the length of his/her absence.

A Member shall be granted up to three (3) teaching day's absence with full compensation during an academic term provided that the Member shall work with the Chair to ensure that the teaching responsibilities are fully discharged within the academic term.

In the event that the Member takes frequent or extended sick leaves over the course of their employment, the University shall be entitled to request that the Member provide a medical

certificate that addresses the Member's ability to perform their job responsibilities and to explore reasonable accommodations.

Sick leave shall not extend beyond the termination date of the current appointment(s).

#### 16.6 MANITOBA PUBLIC INSURANCE WAGE LOSS REPLACEMENT BENEFITS

Manitoba Public Insurance (MPI) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by the Employer. Members shall not receive combined salary and MPI wage loss benefits in excess of 100% of salary from the two sources for the same absence from work.

Where a Member is unable to fulfill their responsibilities due to a motor vehicle accident for which they may claim wage loss benefits from Manitoba Public Insurance, the Employer shall discontinue payments to the Member and shall ensure that the documentation confirming the Member's salary at the time of the accident is submitted promptly to Manitoba Public Insurance.

#### 16.7 PREGNANCY LEAVE

16.7.1 The University shall, upon the request of a pregnant member who is teaching at the University at the time of application and who taught for the entirety of the previous Academic Term, and who provides a medical certificate indicating the expected birth date, grant the Member seventeen (17) weeks of unpaid pregnancy leave. A Member who has not fulfilled the service requirements shall, subject to the non-service requirements set out in this clause, be granted an unpaid pregnancy leave for four (4) weeks.

16.7.2 The Member shall make a written request for pregnancy leave, to her Chair, and Dean, at least four (4) weeks prior to the commencement of her leave.

16.7.3 The four (4) weeks notice shall not apply if the Member stops working because of complications due to her pregnancy or because of a birth, stillbirth, or miscarriage that happens earlier than the Member was expected to give birth. In such circumstances the Member shall give such notice of the commencement of her leave as is reasonably possible under the circumstances.

16.7.4 The reinstatement of the Member shall be in accordance with *The Employment Standards Code*, C.C.S.M., c. E110, and as it may be amended. Upon return to work from a Pregnancy Leave, a Member shall resume the Member's former position unless the Member's appointment(s) has expired.

16.7.5 A Member who has not been granted a further appointment shall be entitled to a Pregnancy Leave that may extend up to but not beyond the expiry of the Member's specified employment term with the University. A Member who has been granted a further consecutive appointment shall be entitled to the leaves and benefits as set out in this Article.

16.7.6 During a Pregnancy Leave, provisions for alternative arrangements for fulfilling the Member's duties shall be the responsibility of the Employer and shall not be the responsibility of the Member concerned.

#### 16.8 PARENTAL/ADOPTION LEAVE

16.8.1 A Member who is a parent and who has been employed for at least seven (7) consecutive months before either the birth of a child, or on the date in which the child comes into the parent's custody, care, and control for the first time, is entitled to an unpaid Parental Leave for up to 35 weeks in the case of the birth mother and 37 weeks for other Parents.

16.8.2 The Parental Leave of a mother who has taken Pregnancy Leave shall begin when the Pregnancy Leave ends.

16.8.3 The Parental Leave for a father shall commence within fifty-two (52) weeks of the birth of a child.

- 16.8.4 The Parental Leave for a parent of an adopted child shall commence within fifty-two (52) weeks of the date on which the child first comes into custody care and control of the parent. The provisions of the Parental Leave shall be in accordance with *The Employment Standards Code*, C.C.S.M., c. E110, and as it may be amended.
- 16.8.5 A Member shall give written notice to his/her Department Chair and Dean of her/his intention to take a Parental Leave, at least four (4) weeks prior to the commencement of such a leave.
- 16.8.6 Except where the Member is taking Parental Leave immediately after Pregnancy Leave, the Member shall provide Human Resources with a statutory declaration that the Member is the primary caregiver of the child.
- 16.8.7 Where a Member qualifies for such leave as a result of adoption and where the child comes into the care, custody, and control earlier than expected, the Member shall give reasonable written notice.
- 16.8.8 Upon return to work from a Parental Leave, a Member shall resume the Member's former position unless the Member's appointment(s) have expired.
- 16.8.9 During a Parental Leave, provisions for alternative arrangements for fulfilling the Member's duties shall be the responsibility of the Employer and shall not be the responsibility of the Member concerned.
- 16.9 VACATIONS  
Vacation pay shall be included in the Member's salary payments.
- 16.10 UNAUTHORIZED LEAVE  
A Member who is absent from work for three (3) consecutive days that the Member ordinarily would have taught, without prior notice and/or authorization for the absence, may at the Employer's discretion be deemed to have resigned his/her employment without notice unless it can be established by the employee that a request for authorization was not possible due to circumstances beyond the control of the Member.

## ARTICLE 17: SALARIES

- 17.1
- a) Effective **August 1, 2015**, a Member shall be paid a salary of **\$9,604** per 1.0 FCE (6 credit hours), inclusive of vacation pay, which shall be pro-rated on the basis of the designated FCE and the Member's pro rata responsibility for the course the Member teaches.
  - b) Effective **August 1, 2016**, a Member shall be paid a salary of **\$9,748** per 1.0 FCE (6 credit hours), inclusive of vacation pay, which shall be pro-rated on the basis of the designated FCE and the Member's pro rata responsibility for the course the Member teaches.
  - c) Effective **August 1, 2017**, a Member shall be paid a salary of **\$9,943** per 1.0 FCE (6 credit hours), inclusive of vacation pay, which shall be pro-rated on the basis of the designated FCE and the Member's pro rata responsibility for the course the Member teaches.
  - d) **Effective August 1, 2018, a Member shall be paid a salary of \$10,142 per 1.0 FCE (6 credit hours), inclusive of vacation pay, which shall be pro-rated on the basis of the designated FCE and the Member's pro rata responsibility for the course the Member teaches.**
  - e) The Employer shall have the right to pay an amount above the negotiated contract rates that cumulatively shall not exceed 15 FCE's per Academic Year to address market-based recruitment demands.

- 17.2 A Faculty member (UWFA-RAS member) who retires with a continuous, distinguished teaching record in each of the three (3) years preceding their retirement and who becomes a Member of this bargaining unit within one (1) calendar year of their retirement shall be paid a Senior Instructor rate that is 10% higher than the salary as set out in Clause 17.1 above.
- 17.3 Effective August 1, 2013, a Member teaching above three (3) FCE in an Academic Year shall be compensated at 125% of the rate that the Member would ordinarily attract for that same course.

**ARTICLE 18: COURSE CANCELLATION**

- 18.1 The Employer agrees that once a Member has accepted an offer of employment, there shall be no layoff or reduction in normal earnings for the Member except by reason of course cancellation, contract discontinuance for just cause, or in accordance with the terms of this Agreement.
- 18.2 If the Employer cancels a course prior to the first day of classes, the Member shall be paid a cancellation stipend of \$400.00 per 1 FCE (6 credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course.
- 18.3 If the Employer cancels a course within the two (2) week period following the first day of classes, the Member shall be paid a cancellation stipend of \$750.00 per 1 FCE (6 credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course. Effective August 1, 2014 the amount increases to \$800.00 per FCE (6 credit hours or pro-rated accordingly).

**ARTICLE 19: DISCIPLINE**

- 19.1 Discipline, including suspension and/or dismissal, of a Member shall be only for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. Discipline for any offence (including sexual harassment or discrimination), shall be subject to the grievance procedure in Article 20.
- 19.2 In the event that the Employer has reasonable and probable grounds to believe that a failure to take action would result in significant harm to a person associated with the University or University property, the Dean may suspend a Member and relieve a Member of some or all of the Member's duties and/or privileges provided that:
- a) The University has considered all reasonable alternatives and has disclosed the basis for its actions to both the Member affected and the Association; and
  - b) The Association and the Member have been provided reasonable opportunity to address the basis of the University's intended action and to suggest alternatives to the suspension.
- The suspension of the Member shall be only for such period of time that is reasonably necessary to address the concern that gave rise to the suspension.
- The suspension shall be subject to grievance under Article 20.

**ARTICLE 20: GRIEVANCE AND ARBITRATION**

- 20.1 A grievance shall be any dispute or difference arising out of the interpretation, application or alleged violation of the provisions of this Agreement or the Collective Agreement as a whole.

- 20.2 Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the President of the University and to Human Resources. Written communications to the Association shall be sent to the President and Executive Director of the Association.
- 20.3 TYPES OF GRIEVANCES
- 1) An Individual Grievance is a grievance initiated by the Association on behalf of a single Member against the Employer.
  - 2) A Group Grievance is a grievance initiated by the Association on behalf of two (2) or more Members involving the same dispute against the Employer.
  - 3) A Policy Grievance is a grievance involving the interpretation, application or alleged violation of this Agreement that has implications generally for Members and that is initiated by the Association against the Employer, or a grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Employer against the Association. Where the Employer files a grievance against the Association, the grievance procedures outlined in this Article will be followed.
- 20.4 The Association alone shall have the right to initiate Individual or Group Grievances. A Policy Grievance may be initiated by either the Association or the Employer.
- 20.5
- 1) Nothing in this Article shall be deemed to preclude the Association from initiating, as a Policy Grievance, a grievance which is capable of constituting the subject of an Individual Grievance or a Group Grievance.
  - 2) In the event that a Policy Grievance is processed successfully in arbitration pursuant to this Article, the arbitrator shall have the jurisdiction to grant remedies to individual Members or the Employer in respect of losses sustained by them arising from the breach which is the subject of the Policy Grievance.
- 20.6 In the event that a grievance is withdrawn, the withdrawing party shall provide written notice of the withdrawal to the other party.
- 20.7 The appointed Association Grievance Officer shall be entitled to investigate and process grievances during the regular working day.
- 20.8 In accordance with Clause 11.13, the Employer shall provide the accredited Association Grievance Officer and its Executive Director with access to information in the Member's personnel file required for the purpose of investigating and processing a grievance.
- 20.9 A Member who has exercised his or her right to grieve under this Article or who has participated in the investigation or resolution of his or her own grievance or the grievance of any other member shall not be subject to retribution.
- 20.10 A Member has the right to representation by the Association at all formal steps of the Grievance and Arbitration process.
- 20.11 GRIEVANCE PROCEDURE
- Reasonable effort shall be made to settle grievances fairly and promptly. Nothing precludes the Parties from resolving the grievance via mediation, informal discussion, or in any other manner that they deem appropriate. Where this does not result in a satisfactory resolution, a formal grievance may be filed, in the manner set out below.
- 1) A grievance shall be in writing signed by the Association's representative and Member(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. All grievances filed by the Association at Step I shall be delivered to the Vice-President (Academic) and the Vice-President (Human

Resources). All grievances filed at Step II shall be delivered to the President with a copy to the Vice-President (Human Resources).

- 2) No later than ten (10) working days following the receipt of the grievance, the grievance process will commence.

## 20.12

### GRIEVANCE STEPS

#### 1) Step I Grievance

- a) No later than ten (10) working days following receipt of the grievance, the Vice-President (Academic), the appropriate Dean/Administrator or his/her designate and a representative from Human Resources shall meet with the Association's representative(s) and any Member(s) affected.
- b) The Employer shall provide its response to the grievance within ten (10) working days of the meeting.
- c) In the event that the Association's representative(s) and the Employer's representative cannot resolve the grievance within ten (10) working days of the Step I meeting the Employer's representative shall forward in writing to the Association's representative(s) the reasons for denying the grievance.

#### 2) Step II Grievance

- a) In the event that the Step I grievance meeting does not satisfactorily resolve the grievance, the Association may submit the grievance to the President of the University (copy to Human Resources) within ten (10) working days of the denial of said grievance at Step I.
- b) Within ten (10) working days of receipt of the grievance at this step, the President, the Vice-President (Academic) or his/her designate and a representative from Human Resources shall meet with the Association's representative(s) and any Member(s) affected. The Employer shall provide its response within ten (10) working days of the meeting at Step II.
- c) In the event that the grievance is denied, the President shall forward in writing, to the Association's representative(s), the reasons for denying the grievance.

## 20.13

### ARBITRATION

- 1) The Association may, within ten (10) working days of receipt of the response after Step II, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 2) The Parties agree that the following persons shall serve as the single arbitrator on a rotating basis:
  - a) Michael Werier
  - b) Diane Jones
  - c) Arne Peltz
- 3) The persons specified in Clause 20.13(2) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, within a reasonable period of time (not to exceed three (3) months), the next person on the list, shall be selected, and so on, until one (1) of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within two (2) months of the date of the selection of the arbitrator. If none of the persons on the list is available within two (2) months of the date of his/her notification by the Parties and if the Parties do not agree on

an alternate arbitrator who is available within two (2) months, the Parties shall ask the Minister of Labour to appoint a single arbitrator.

- 4) The arbitrator shall have the duty and power to adjudicate all differences between the parties, and shall have all the powers of an arbitrator as stated in this province's *Labour Relations Act*, as amended from time to time.
- 5) The expense of the arbitration including the remuneration of the arbitrator shall be shared equally by both Parties. Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration subject to the award of costs by the arbitrator as part of the remedy.

20.14 TIME LIMITS

- 1) The Association shall file a grievance according to the procedures outlined in Clause 20.11 within fifteen (15) working days after the occurrence of the incident giving rise to the grievance, or fifteen (15) working days from the date it became aware of the events giving rise to the grievance, whichever is later.
- 2) The time limits specified in this Article may be extended by mutual agreement of the parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

20.15 TECHNICAL IRREGULARITIES

No technical violation or irregularity occasioned by a clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

20.16 TERMINATION OF EMPLOYMENT

In cases involving dismissal, the Association shall have the right to take a dispute directly to Step II of the grievance procedure prior to proceeding to arbitration.

**ARTICLE 21: EMPLOYMENT EQUITY**

- 21.1 The Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training and promotion of women, aboriginal peoples, persons with disabilities and visible minorities. Such cooperation will emphasize increasing the number of designated group members, improving their employment status, and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote the participation of members of these designated target groups during their employment. Amendments to the Collective Agreement may be made necessary; however any amendment must be subject to the mutual agreement of the Parties.

**ARTICLE 22: CONFLICT OF INTEREST**

- 22.1 All Members are governed by the provisions of the University of Winnipeg Conflict of Interest Policy, which shall be updated from time to time in consultation with the Association through the Labour Management Committee (LMC) pursuant to Article 4.
- 22.2 Members, persons acting on behalf of the Employer and persons acting on behalf of the Association shall avoid participation in any decision-making process in which they have a conflict of interest.

- 22.3 A conflict of interest includes but is not limited to situations in which a Member, a person acting on behalf of the Employer or a person acting on behalf of the Association is involved in decision-making; and
- a) stands to benefit or be harmed financially by virtue of the decision; or
  - b) has family or close friends who stand to benefit or be harmed financially by virtue of the decision; or
  - c) has a close personal relationship, whether positive or negative, with anyone who is the target of the decision-making process.
- 22.4 Whenever a potential conflict of interest arises, the person who is first aware of the situation shall immediately inform in writing the relevant party or parties (e.g. Department Chair, committee chair, Dean) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.
- 22.5 The usual remedy for alleviating a conflict of interest is the recusal or removal of the person with the conflict of interest from the decision-making process.
- 22.6 This Article in no way derogates from any remediation proposed under the *University of Winnipeg Conflict of Interest Policy*.

#### **ARTICLE 23: DURATION AND CONTINUANCE**

- 23.1 This Agreement shall commence August 1, **2015** and terminate on July 31, **2019**.
- Either Party may give notice to renew or revise the Collective Agreement by giving written notice together with the particulars relating thereto. Such notice in writing shall not be less than sixty (60) days and not more than ninety (90) days preceding the termination date of the Collective Agreement and shall provide the particulars relating thereto.

**THE COLLECTIVE AGREEMENT**

**SIGNED AT WINNIPEG**

This 26 day of the month of August, 2016

For the UNIVERSITY OF WINNIPEG

**“Annette Trimbee”**

\_\_\_\_\_  
Annette Trimbee, President

**“Marni Yasumatsu”**

\_\_\_\_\_  
Marni Yasumatsu, Chief Negotiator

**“Laurel Repski”**

\_\_\_\_\_  
Laurel Repski

**“James Currie”**

\_\_\_\_\_  
James Currie

**“Glenn Moulaison”**

\_\_\_\_\_  
Glenn Moulaison

**“Shelley Mangiacotti”**

\_\_\_\_\_  
Shelley Mangiacotti

For the UNIVERSITY OF WINNIPEG FACULTY  
ASSOCIATION

**“Jacqueline Romanow”**

\_\_\_\_\_  
Jacqueline Romanow, President

**“Andrew Bendor-Samuel”**

\_\_\_\_\_  
Andrew Bendor-Samuel, Chief Negotiator

**“Gordon Beveridge”**

\_\_\_\_\_  
Gordon Beveridge

**“Lisa McGifford”**

\_\_\_\_\_  
Lisa McGifford, Executive Director UWFA



## **LETTERS OF UNDERSTANDING**

**LETTER of UNDERSTANDING:**

**DISTANCE ALLOWANCE FOR INSTRUCTORS TRAVELLING TO NORTHERN COMMUNITIES**

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LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF REGENTS OF  
THE UNIVERSITY OF WINNIPEG

- and -

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(CONTRACT FACULTY UNIT)

RE: DISTANCE ALLOWANCE FOR INSTRUCTORS TRAVELLING TO NORTHERN  
COMMUNITIES TO TEACH PER INTER-UNIVERSITIES SERVICES

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Whereas some Contract Faculty are hired to teach in northern Manitoba communities as part of the University of Winnipeg commitment to the Inter-Universities Services, and

Whereas there is a long-standing practice of enhancing their teaching salary amount by a Distance Allowance that is based on an amount of \$3.25/km; and

Whereas the Distance Allowance recognizes that there is an additional time commitment of an Instructor for travel time when an Instructor does not live in the community in which they will be teaching a course.

Therefore the Parties hereby agree that a Contract Faculty member who is teaching in a northern Manitoba community in which they do not reside, pursuant to the Inter-Universities Services (IUS) agreement, shall be paid a Distance Allowance as set out in the 2006 schedule prepared by Inter-Universities Services, a copy of which is attached to this Letter of Understanding.

DATED this 27<sup>th</sup> day of July, 2006

FOR THE BOARD OF REGENTS OF  
THE UNIVERSITY OF WINNIPEG

FOR THE UNIVERSITY OF WINNIPEG  
FACULTY ASSOCIATION

“Lloyd Axworthy”

“Kristine Hansen”

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Lloyd Axworthy, President  
University of Winnipeg

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Kristine Hansen, President  
U.W.F.A.

Attach: Distance Allowance Schedule

LETTER of UNDERSTANDING:

CLAUSES 14.6: OFFICE SPACE, FACILITIES AND SERVICES

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LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG (the Employer)

- and -

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(CONTRACT ACADEMIC STAFF: MLB-6361), (the "UWFA")

RE: Clause 14.6 – Office Space, Facilities and Services

WHEREAS the Parties agree the CAS Members are entitled to a work environment in accordance with Clause 14.6; and

WHEREAS the University Space Management Policy will be revised to address concerns that have arisen around the assignment and interruption of use of CAS office space;

THEREFORE the Parties agree that:

1. The Bryce Hall CAS space (including the additional space that was previously occupied by Purchasing) shall continue to be available to CAS Members for the duration of this Agreement. If, due to exceptional circumstances it becomes unavailable, the University in consultation with UWFA shall provide equivalent space for CAS Members;
2. An MFD printer shall remain in place for use of the CAS Members in the Bryce Hall space for the duration of this Agreement;
3. The number of persons using this space shall not exceed the reasonable capacity of the space; and
4. By June 30, 2013, the Labour Management Committee in accordance with Article 4 of the Agreement shall develop mutually agreeable procedures concerning the use of and any interruption in the use of the space that is or will be allocated for the Members.

Dated this 3<sup>rd</sup> day of May, 2013

"Laurel Repski"

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Chief Negotiator  
The University of Winnipeg

"Andrew Bendor-Samuel"

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Chief Negotiator  
The UWFA

LETTER of UNDERSTANDING:

CLAUSE 15.2.1: EARNING RIGHT OF FIRST REFUSAL

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LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG (the “Employer”)

- and -

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(CONTRACT ACADEMIC STAFF: MLB-6361), (the “UWFA”)

RE: Clause 15.2.1 - Earning the Right of First Refusal (RoFR)

WHEREAS the Members who have been employed on or after January 2010 have been working towards earning RoFR under the 2007 – 2012 Collective Agreement; and

WHEREAS the Parties agree that no Member working toward the RoFR under the previous Agreement should be prejudiced with respect to his or her earned credit as a result of changes in the new Agreement; and

WHEREAS through collective bargaining the Parties have agreed to amend the Agreement on how the Members will earn the RoFR in Clause 15.2.1 commencing with the Fall Term in 2013; and

WHEREAS the Parties have agreed to recognize those Members who have met their obligations toward earning RoFR for courses completed between January 2012 and December 31, 2012 shall be awarded the RoFR for the Fall of 2013; and

THEREFORE the Parties have agreed that Members who have not earned RoFR for courses completed as of December 31, 2012 shall be awarded credits for those courses in accordance with the collective agreement in force at the time; and

THEREFORE a Member who has taught a course once prior to December 31, 2012 shall be required to teach the course at least twice more in two separate academic terms in order to attract the RoFR and a Member who has taught the same course in two separate academic terms prior to December 31, 2012 shall be required to teach the course once more in order to attract the RoFR. Attracting the RoFR is subject to having met all other requirements necessary to attract the right.

Signed

DATED this 21<sup>st</sup> day of February, 2013

FOR THE EMPLOYER

FOR THE ASSOCIATION

“Laurel Repski”

“Andrew Bendor-Samuel”

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Chief Negotiator  
The University of Winnipeg

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Chief Negotiator  
U.W.F.A.

LETTER of UNDERSTANDING:

LAB INSTRUCTORS INCLUDED INTO THE BARGAINING UNIT

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF WINNIPEG (the "Employer")**

**- and -**

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(CONTRACT ACADEMIC STAFF: MLB-6361), (the "UWFA")**

**RE: LAB INSTRUCTORS**

**WHEREAS** Lab Instructors are not currently included in the UWFA-CAS Bargaining Unit; and

**WHEREAS** the Agreement between the Parties as it relates to Course Instructors has been concluded; and

**WHEREAS** during these negotiations, the UWFA, in consultation with the Manitoba Labour Board has been taking steps to incorporate the Lab Instructors into the UWFA-CAS Bargaining unit; and

**WHEREAS** the Parties agree not to allow delays in the successful completion of the UWFA-CAS organizing campaign, postpone, delay or hinder the signing of a new collective agreement as it relates to Course Instructors; and

**THEREFORE** the Parties agree that if the Lab Instructors become part of the UWFA-CAS Bargaining Unit, the newly signed Agreement will be reopened to incorporate the Lab Instructors into the compensation structure of the Agreement only. Any governance issues with Lab Instructors that potentially affect the language of the new Agreement will be tabled until the collective bargaining of a subsequent Agreement. A Letter of Understanding may be developed between the Parties to formalize current practices, and to outline how this group of employees will be administered in the intervening period.

Signed

DATED this 28<sup>th</sup> day of February, 2013

FOR THE EMPLOYER

FOR THE ASSOCIATION

"Laurel Repski"

"Andrew Bendor-Samuel"

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Chief Negotiator  
The University of Winnipeg

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Chief Negotiator  
University of Winnipeg Faculty Association

## **APPENDICES**

**APPENDIX A: CONTRACT ACADEMIC STAFF ANNUAL ACTIVITY REPORT (CASAAR)**

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**CONTRACT ACADEMIC STAFF ANNUAL ACTIVITY REPORT (CASAAR)**

(To be submitted to the Department Chair/ Director or equivalent by February 1<sup>st</sup> of each Year)

I General Information:

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Course Taught: \_\_\_\_\_

For preceding 12 months: \_\_\_\_\_ to \_\_\_\_\_

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Please complete the following, as appropriate to the Member:

II Teaching Activities:

- i) Comment on any teaching/demonstrations, organizing and structuring of classroom, any innovative or particularly successful teaching methods employed during the year.
- ii) Attach information regarding Senate-approved Course/Instructor evaluations (by students or other). This is mandatory information.
- iii) Other evidence of satisfactory teaching:

III Research/Scholarship and/or Service Activities (where applicable):

IV Personal Statement (Optional) — May include extent of contributions and outcome community service and/or administration that is relevant to teaching. May include remarks about any professional activities and/or development.

\_\_\_\_\_  
UWFA-CAS Member

\_\_\_\_\_  
Date

**For Members to retain the Right of First Refusal, the following information is required to be submitted with this Activity Report:**

Course Name	Course Number	Teaching Availability for next Activity Report Period

**[ON A SEPARATE PAGE]**

**CHAIR EVALUATION**  
for Calendar Year January 1/ \_\_\_\_ to December 31/

To be completed by Department Chair  
pursuant to Clause 14.9  
(To be forwarded to the Dean by April 15)

**Evaluation of CAS Member's Activities**

Please comment on the CAS Member's performance in accordance with Clause 14.9 of the Collective Agreement. The Member shall be evaluated based on he/she having met the Department quantitative and qualitative measures of teaching with respect to the course, and having complied with University and Senate policy. For each course taught by the Member, an assessment is required, using one of the terms "exceptional", "satisfactory" or "unsatisfactory".

**Course Name:**

**Chair's Evaluation:**

**Exceptional**

**Satisfactory**

**Unsatisfactory**

**Chair's Comments:**

**Signed:**

\_\_\_\_\_  
**Department Chair**

\_\_\_\_\_  
**Date**

**I have read the above evaluation.**

\_\_\_\_\_  
**Signature of Member**

\_\_\_\_\_  
**Date**

**I have read and concur with the above evaluation.**

\_\_\_\_\_  
**Signature of Dean**

\_\_\_\_\_  
**Date**

**APPENDIX B: NOTICE OF APPLICATION**

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**NOTICE OF APPLICATION**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Program: \_\_\_\_\_

Home Department: \_\_\_\_\_

Semester Level: \_\_\_\_\_

Extension/Email: \_\_\_\_\_

Position Applying For: \_\_\_\_\_

Date Position Posted: \_\_\_\_\_

In Department: \_\_\_\_\_

Please find attached my specific application and C.V. [ ]

Please activate my application and C.V. that is currently on file in your Department [ ]

Comments:

**APPENDIX C: DEPARTMENT CHAIR RECOMMENDATION TO HIRE CONTRACT ACADEMIC STAFF**

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**UNIVERSITY OF WINNIPEG**

**DEPARTMENT CHAIR RECOMMENDATION TO HIRE CONTRACT ACADEMIC STAFF**

To be completed by the Chair of the Department who shall forward one (1) copy to the Dean for approval and preparation of Letter of Appointment.

**Candidate Name:**

**Course Name:**

**Course Number:**

**Section Number:**

**Comments**

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**Signature of the Chair**  
**[Department]**

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**Date**