

COLLECTIVE AGREEMENT

between

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

and

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION
COLLEGIATE DIVISION**

MARCH 29, 2015 TO MARCH 30, 2019

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ARTICLE 1: DEFINITIONS

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

Academic Session:	Regular Session and Spring Day Session a) <u>Regular Session</u> is the period during which courses are scheduled from September to April in the daytime. b) <u>Spring Day Session</u> is the period during which courses are scheduled in the daytime during May and June.
Auxiliary Sessions:	Regular or Spring Evening and Summer Session a) <u>Regular or Spring Evening Session</u> is the period during which courses are scheduled from September to June. b) <u>Summer Day or Evening Session</u> is the period during which courses are scheduled during July and August.
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 and ratified by the Board of Regents and the Collegiate bargaining unit of the Faculty Association.
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 a lower case letter, means the person chairing a committee.
Collegiate Faculty Council:	A body of persons recognized by the Senate as an advisory body within the Collegiate Division which shall function in accordance with approved faculty council Senate standing rules.
Collegiate Unit:	When printed with an initial upper case letter, means the Collegiate bargaining unit of the University of Winnipeg Faculty Association Cert. No. MLB-3634 .
Dean:	The Dean of the Collegiate Division of The University of Winnipeg.
designate:	A person authorized to act on behalf of an officer of the University, an officer of the Association, or a chair of a committee.
employee:	When printed with a lower case letter, means an employee of The University of Winnipeg who is not a Member of the bargaining unit.
Employer:	The Board of Regents of The University of Winnipeg.
Faculty:	The teaching staff of the Collegiate Division of The University of Winnipeg which is administered by the Dean.
Faculty member:	A member of the teaching staff designated as an Instructor.
Instructor:	A member of the teaching staff of the Collegiate Division of The University of Winnipeg.
Member:	When printed with an initial upper case letter, means a Member of the bargaining unit.

member:	When printed with a lower case letter, means a member of a committee or the teaching staff.
Parties:	The Board of Regents of The University of Winnipeg and the University of Winnipeg Faculty Association.
President:	The President of The University of Winnipeg.
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, exclusive of Saturdays, Sundays and holidays.

ARTICLE 2: PREAMBLE

- 2.01 The Parties recognize that the purposes and objectives of the Collegiate Division of The University of Winnipeg are:
- (a) to maintain high standards of a liberal education at the pre- university level, serving the needs of the community as a clear alternative to other pre-university level schools, and
 - (b) to develop self-discipline as well as emotional, social and intellectual maturity in its students by providing an atmosphere of tolerance and compassion through sound teaching, scholarship and collegial relationships within the university community.
- 2.02 The Parties agree to cooperate in encouraging in the Collegiate Division of The University of Winnipeg a climate of freedom, responsibility and mutual respect appropriate to education at the pre-university level and pursuant to the purposes and objectives of Clause 2.01.
- 2.03 The objectives of this Collective Agreement are to promote and maintain harmonious relationships between the Parties and to facilitate the peaceful settlement of all disputes, misunderstandings and grievances pursuant to the terms and conditions of this Collective Agreement.

ARTICLE 3: RECOGNITION

- 3.01 The Employer, pursuant to the certification by the Manitoba Labour Board recognizes the University of Winnipeg Faculty Association as the exclusive bargaining agent for all Members of the Collegiate Unit of the Association as described in Certificate No. MLB 3634 dated the 5th day of October, 1981.

ARTICLE 4: ACADEMIC FREEDOM

- 4.01 The search for knowledge and its free exposition is a fundamental characteristic of continuing self-examination necessary to maintain a dynamic, free and vital society. To that end, Members are entitled to academic freedom in critical analysis, freedom to teach and discuss, and freedom from arbitrary censorship by either Party.
- 4.02 Academic freedom in the Collegiate implies a respect for the rights of others, tolerance of other points of view and a duty to use such academic freedom responsibly when expressing opinions and beliefs so as not to impose them on others. The Parties recognize the need to use academic freedom in such a manner that the objectives and purposes of the Collegiate as a pre-university level educational institution are maintained and enhanced.

4.03 The Collegiate Instructor's primary responsibility to the institution is to teach. To that end, Members shall not be hindered in the exercise of professional improvement including related research or in their teaching, except that their teaching shall be bounded by the curriculum requirements of the Manitoba Department of Education, the regulations of the Senate of The University of Winnipeg as they apply to the Collegiate, and the guidance of the Collegiate Faculty Council.

ARTICLE 5: NON-DISCRIMINATION AND FREEDOM FROM HARASSMENT

5.01 The Parties accept the principle of equality of opportunity for all in respect to a Member's terms and conditions of employment, advancement and membership in the Association based on bona fide qualifications. Therefore, the Parties agree that with respect to the foregoing, except as otherwise provided in this Agreement or by statute, there shall be no discrimination, interference, restriction or coercion exercised or practised on any Member based on any of the applicable grounds set out in the *Manitoba Human Rights Code, C.C.S.M. c. H175*, or on membership or activity in the Association.

5.02 The Parties to the Collective 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 the procedures established by the Employer and as outlined in the Respectful Working and Learning Environment Policy. Nothing in the policy shall preclude or diminish the right of a Member to be advised of his/her rights to representation prior to and during any discussions, meetings, hearings or other process undertaken pursuant to those procedures.

5.03 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 6: CONFLICT OF INTEREST

6.01 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 the collective agreements between the Parties including the Collegiate Unit.

6.02 Members, persons acting on behalf of the Employer and persons acting on behalf of the Association shall avoid participation in or voting on any decision-making process in which they have a conflict of interest.

6.03 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;

(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.

For clarity, it is a conflict of interest for a Member to teach, mark or attempt to influence the progress of a student who is their child, family member, or someone with whom they have a close personal relationship.

- 6.04 A Member may not employ a member of his/her immediate family without the approval of the Employer in any capacity where the position is supported by University-administered funds for which the Member has signing authority.
- 6.05 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., committee chair and/or Dean) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.
- 6.06 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.
- 6.07 This article in no way derogates from any remediation proposed under the *University of Winnipeg Conflict of Interest Policy*.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.01 The Parties agree that this Collective Agreement shall codify the terms and conditions of employment for all Members of the Collegiate Unit of the University of Winnipeg Faculty Association, that both Parties shall abide by and be bound to act within its provisions, and that no change in the provisions contained herein shall occur except by mutual agreement.
- 7.02 The Association recognizes the right and responsibility of the Employer to hire, discipline, assign duties and plan, co-ordinate and otherwise direct the employment of Members of the Collegiate Unit, and manage the affairs of the Collegiate Division. The Employer agrees to exercise its management rights and responsibilities fairly and reasonably and in a manner consistent with the provisions of this Collective Agreement as a whole.

ARTICLE 8: RIGHTS AND RESPONSIBILITIES OF MEMBERS

- 8.01 The primary responsibility of a Member in the Collegiate is to teach. In addition, a Member has the responsibility to undertake other activities in accordance with this Collective Agreement. A Member may also exercise rights as specified in this Collective Agreement.
- 8.02 Search or review committees shall be established to advise on the position of Dean and, where feasible, Acting Dean. At least one (1) Collegiate Member shall be elected to serve on such a committee through an election conducted by the Association. All Members shall be eligible to nominate and vote in such an election. Member(s) elected to a search or review committee shall ensure, insofar as is reasonably possible, that they are available to fulfill their responsibilities as members of the committee throughout its proceedings. **A search or review committee shall also be established to advise on the position of Associate Dean. At least one (1) Collegiate Member shall be given the opportunity to volunteer to serve on such a committee.**
- 8.03 A Member shall:
- (a) teach, including instructing laboratories where applicable, and
 - (b) supervise laboratory assistants and markers where assigned, and
 - (c) provide individual instruction to students where required, and
 - (d) provide academic and career advice to students, and

(e) perform administrative duties related to his/her teaching as a contribution to the operation of the Collegiate, provided that these do not unduly interfere with his/her primary responsibility, and

(f) participate in committee work in the Collegiate and in the University community, and

(g) assist in planning and supervising social and extra-curricular activities in the Collegiate, provided that this does not unduly interfere with his/her primary responsibility, and

(h) comply with prescribed procedures and established deadlines.

8.04

(a) The normal teaching load per year shall be six (6) sections, to be taught during the Fall/Winter and Spring or the Fall/Winter and Summer sessions. **One (1) or more of those sections may be assigned as student support. The assignment of student support to a specific Member shall not derogate from Members' responsibilities pursuant to Article 8.03. For the purposes of this Article, student support shall mean tutoring, counselling, academic advising and other analogous roles as assigned.**

(b) Subject to Clause 8.04(a) above, sections shall be distributed as equitably as possible among all Members.

(c) Where a Member agrees to teach more sections than the accepted teaching load for that year, according to Clause 8.04(a) above, he/she shall be compensated in accordance with Clause 22.10.

8.05

The standard work year for a Member on regular appointment shall include the Regular Session, September 1 of one year to April 30 of the following year, and the May/June Spring Day Session for a total of ten (10) teaching months. Every reasonable effort shall be made to accommodate a Member's request to teach in the Spring Evening and/or the July/August Summer Session in place of the May/June Spring Day Session provided staffing requirements permit. A Member shall inform the Dean by December 1 of his/her preference to teach in the next July/August Summer Session.

8.06

Every reasonable effort shall be made to inform the Member one (1) month prior to the beginning of the Collegiate's Regular Session and three (3) months prior to the beginning of the Spring Day Session or an Auxiliary Session of the courses he/she would be expected to teach, except that the expected teaching assignment shall be subject to change based on enrolment of students.

8.07

(a) At least once per year, or as Auxiliary Session Courses are determined by the Dean, an email shall be sent to all Members advising of the Auxiliary Session Courses that will be offered. Members may request to teach a maximum of one (1) Auxiliary Session Course in each of the Regular Fall evening and Winter evening or Spring evening sessions and up to three (3) Auxiliary Session courses in Summer Day and Evening Sessions (July and August).

(b) Normally a Member, upon request, shall be given the opportunity to teach an Auxiliary Session Course in addition to his/her standard work year as in Clause 8.05 above, which request shall not unreasonably be denied. The Parties acknowledge and agree that Members who request to teach Auxiliary Session Courses do so on a voluntary basis and that they shall be compensated in accordance with Clause 22.11. Under no circumstances shall the teaching of an Auxiliary Session Course constitute Overload Teaching as set out in Clause 22.10, and no Member shall be entitled to an overload stipend therefor. A list of individuals teaching Auxiliary Session Courses will be posted on the Collegiate website once they have been filled.

8.08

Where a Member receives financial or other assistance from the Collegiate/University for any published work or creation, the Member shall acknowledge his/her affiliation with the Collegiate.

- 8.09** A Member shall foster an environment which is conducive to sound education at the pre-university level, shall treat students fairly and ethically, and shall prepare, organize and keep up-to-date his/her instructional material.
- 8.10** A Member has the right to seek Collegiate funds, facilities and/or support services in the exercise of professional improvement related to his/her teaching responsibilities in the Collegiate Division.
- 8.11** The Employer acknowledges the importance of maintaining a climate in which the responsibilities of Members can effectively be carried out and therefore, facilities and support services shall continue to be provided to Members as far as if practicable, reasonable, and available. Proposed reductions in facilities and support services shall be referred to the Collegiate Faculty Council for consideration of the proposal and its alternatives. The findings of the Collegiate Faculty Council shall be forwarded to the Dean for his/her consideration.
- 8.12** *Notice of Resignation or Retirement*
Members intending to resign their appointments shall provide the Dean with at least three (3) months written notice. Members intending to retire shall provide the Dean with at least five (5) months written notice. The normal date of resignation or retirement shall be August 31.
- 8.13** Members shall make recommendations for and assist in the maintenance of a healthy and safe work environment in which to carry out their duties and responsibilities in the Collegiate.

ARTICLE 9: APPOINTMENTS

- 9.01** Collegiate Faculty appointments shall be:
- (a) Term (for a specified period of time pursuant to Clause 9.08)
 - (b) Regular (tenure track)
- 9.02** The Dean of Collegiate shall recommend to the Vice-President (Academic) the most suitable candidate to fill the vacancy and shall identify to the Vice-President (Academic) whether there was a consensus on the Advisory Committee with respect to the Dean's selection. Where consensus is not achieved, the Dean shall provide a written report on specific reasons preventing the consensus. The Vice-President (Academic) may meet with the Advisory Committee to discuss the selection process. The Vice-President shall forward his/her recommendations along with the recommendations of the Dean to the President. The President may make an offer of appointment to the candidate recommended by the Vice-President, on behalf of the Board.
- 9.03** Where a regular position or a term position of ten (10) months, or greater is to be filled, the Dean shall establish an advisory committee to assist the Dean with the interviewing and relative assessment of the candidate(s). The Committee shall consist of the Dean as Chair, the Associate Dean(s), at least two tenured members of the Collegiate Faculty, and a person who is knowledgeable of human rights and employment equity practices in recruitment. Whenever possible, the two faculty representatives shall be from the appropriate discipline area. Normally, where a term position of less than ten (10) months with a minimum teaching load of three (3) sections is to be filled, an advisory committee shall also be established to assist the Dean with the interviewing and relative assessment of the candidate(s).
- 9.04** Instructor positions shall be posted to the University website for a period of not less than five (5) teaching days. The posting shall include a statement of duties and required qualifications. It shall also include the following statements: "Instructors of The Collegiate are represented by the University of Winnipeg Faculty Association (Collegiate Unit). The appointment and employment of an Instructor is subject to the provisions of the UWFA (Collegiate) Collective

Agreement which can be accessed on the University website at www.uwinnipeg.ca/index/hr-colagr.”

A copy of this communication shall be sent to the Association.

9.05 At a minimum, on an annual basis, an advertisement shall appear in the Career section of the Winnipeg Free Press advising that regular and/or term instructor position vacancies in the Collegiate may be advertised from time to time on the University’s website and that resumes/cover letters may be submitted on an ongoing basis for consideration for future vacancies.

9.06 A successful candidate for appointment shall receive a letter of appointment signed by the President or designate specifying the terms and conditions of employment including:

(a) type of appointment (term or regular);

(b) where it is a term appointment the letter shall indicate how many terms the Member has served;

(c) date on which the appointment commences;

(d) equivalent years granted for teaching and related work experience elsewhere;

(e) initial salary;

(f) duration of appointment where applicable;

(g) duration of probationary period where applicable;

(h) date at which renewal or tenure proceedings may be commenced;

(i) initial teaching, professional duties and other responsibilities;

(j) a statement that the appointment is subject to the provisions of this Agreement along with a link to an electronic copy of this Agreement.

9.07 A copy of each letter of appointment, including all material pursuant to Clause 9.06 shall be forwarded to the Association within five (5) working days of receipt of acceptance by the candidate. In the case of term appointments, the Association shall also be advised of the circumstances of the appointment (as outlined in Clause 9.08).

9.08 *Term Appointments*

The Employer agrees that regular appointments shall be made except that a term appointment may be made in the following circumstances:

(a) to replace an individual on leave (including an individual appointed as an Academic Administrator);

(b) to staff a position which is part of a new program presented by the Collegiate on an experimental basis, or the expansion or modification of an existing program on an experimental basis for no more than three (3) years;

(c) in the event of death or unexpected resignation, termination or suspension of a Member;

(d) a dramatic enrollment increase in one year;

(e) long term illness of a Member;

(f) where combining courses and/or sections to enable the making of a regular appointment is not feasible.

9.09 By no later than July 1 Members on term appointments shall be given notice as to whether or not the appointment will be renewed.

9.10 Duration

(a) Subject to the provisions of Clause 9.10 (b), where a term appointment continues in excess of three (3) consecutive academic years, the Member shall be placed on a regular appointment.

(b) In each of the three (3) consecutive academic years referenced in Clause 9.10 (a):

(i) the Member must have taught a minimum of three (3) courses; and

(ii) the circumstances of the appointment must have been for reasons other than the replacement of a Member(s) in a full-time or part-time regular appointment when, at the time of the replacement, it is anticipated that the Member(s) will be returning to the workplace.

9.11 An Instructor on full-time term appointment who subsequently is offered and accepts a regular appointment, and whose regular appointment is contiguous with the term appointment, shall be credited with all time spent on term appointment for the purposes of placement on the salary scale and consideration for tenure.

9.12 Probation

(a) An Instructor appointed to a regular position shall be on probationary status for a period of no more than three (3) years at the end of which time the Instructor shall either be granted tenure or have his/her appointment terminated.

(b) During this probationary period, reasonable efforts will be made to assist the Member in meeting performance expectations, and the Member's performance shall be discussed with the Member on a minimum of an annual basis. Issues which may result in an unsuccessful probationary period shall be brought forward in a timely manner in order to provide an opportunity to address the identified concerns.

(c) A Member whose appointment is terminated before the end of the second year of the probationary period shall not have access to grievance or arbitration unless the provisions of Clause 9.12 (b) have not been complied with, in which case the Member shall have the same access to grievance or arbitration as a Member whose appointment is terminated after the end of the second year of the probationary period.

9.13 While the Board is entitled to fill an administrative vacancy, preferential consideration shall initially be given to applicants who are Members.

ARTICLE 10: RE-ENTRY

10.01 An administrator in the Collegiate Division who has been excluded from the Collegiate bargaining unit by virtue of holding such an appointment and who would otherwise be included in the bargaining unit shall, at the termination of the administrative appointment, automatically become a Member of the bargaining unit with all the benefits and privileges pursuant to membership as if he/she had been a Member continuously during the period of the administrative appointment, and shall be bound by the provisions of the Collective Agreement. If the appointment of an academic administrator is terminated prematurely, he/she shall automatically become a Member under the terms set forth in this Clause, providing that the causes for the termination are not such as would normally lead to the dismissal of a Member.

10.02 Upon re-entry, a Member shall resume teaching in his/her discipline area unless the Member and the Employer agree on retraining or an alternative.

ARTICLE 11: TENURE

11.01 Tenure shall mean confirmation of a Member on regular appointment in a continuing position and the right to protection from termination of employment except for just cause or layoff in accordance with the provisions of this Collective Agreement.

11.02 When a Member with regular appointment is granted tenure, it shall be effective immediately upon the approval of the **President**, but in no case later than the first day following the end of the probationary period.

11.03 ***Evaluation During Probationary Period***

A Member's performance shall be evaluated at least once per year during the probationary period in accordance with established procedures. Performance evaluation shall be based upon the Member's responsibilities as specified in Article 8.

11.04 ***Tenure Process***

(a) When the evaluations of a Member's performance during the probationary period have been satisfactory, the Dean shall, not later than five (5) months prior to the end of the Member's probationary period, meet with the Member to discuss the recommendation for tenure.

(b) The Dean may grant an extension of the probationary period of up to two (2) years beyond the period defined at the time of the original probationary appointment if the Member has applied in writing prior to November 15 of the final year of a probationary appointment. An extension of the probationary period shall be granted if the Member takes maternity/ parental leave, takes leave to care for an infirm family member, or takes sick leave.

11.05 When the Dean recommends tenure, such recommendation shall be communicated in writing to the Vice-President (Academic) with a copy to the Member. The Vice-President (Academic) shall forward his/her recommendation to the President, with a copy to the Member, **for the President's decision.**

11.06 ***Unsuccessful Probationary Periods***

When the evaluations of a Member's performance during the probationary period have not been satisfactory, the Dean shall meet with the Member no later than five (5) months prior to the end of his/her probationary period. At that meeting the Member shall be informed of the Dean's decision not to recommend tenure.

11.07 ***Tenure Review Committee***

When the Dean recommends that a Member not be granted tenure and that the Member's appointment be terminated, such recommendation shall be communicated in writing to the Vice-President (Academic) and the President with a copy to the Member within five (5) calendar days of the meeting between the Dean and the Member. In the event of such a recommendation, the Member, within seven (7) calendar days of notification of the recommendation, may request in writing that a Tenure Review Committee be convened to review the Dean's recommendation and the Member's case for grant of tenure. Where the Member decides not to make such a request, no committee shall be formed.

11.08 The Tenure Review Committee shall be chaired by the Vice-President (Academic) and shall include an Associate Dean and two (2) tenured members selected from and by the Collegiate Faculty, at least one (1) of whom, whenever possible, should be from the appropriate discipline area. The Tenure Review Committee shall meet and discuss the matter before it with the Dean and the Member. The Tenure Review Committee shall consider all documentation pertaining to the matter under review submitted to it by the Dean and the

Member. In addition, the Tenure Review Committee shall have access to documentation considered by the Committee to be relevant to the case. If the Member wishes, he/she shall be accompanied by a colleague at the meeting of the Tenure Review Committee. The Vice-President (Academic) shall establish the meeting process for the Tenure Review Committee and its meeting and all related deliberations shall be "in camera".

11.09 Within fifteen (15) calendar days of a written request from the Member to convene a Tenure Review Committee, the committee shall have met and considered the matter. The Tenure Review Committee shall communicate its recommendation in writing and the supporting rationale for the recommendation, within a further fifteen (15) calendar days of its meeting, to the President with a copy to the Member, the President of the Association in care of the UWFA Office and the Dean.

11.10 The **President's** decision shall be communicated in writing to the Member as soon as is practicable but no later than June 1 of the final year of probation.

11.11 Where tenure is denied, the Member's employment shall terminate at the end of his/her probationary period.

ARTICLE 12: COPYRIGHT AND PATENTS

12.01 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.

Moral Rights: subject to the *Copyright Act*, 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*, 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.

12.02 (a) The Member holds copyright in Works created during the course of the Member's regular duties as an instructor in the Collegiate, except in circumstances where the Member has been

requested by the Employer to create a Work(s) in which case the Employer is the copyright holder.

(b) The Employer waives any copyright interest in any course materials developed by a Member to deliver any existing or school initiated credit course.

12.03 Where a Work for which a Member holds copyright pursuant to this Article was produced with the use of University/ Collegiate resources, and that Work proceeds to commercialization, the Member and the Employer shall share equally in the net revenues therefrom.

12.04 The Employer shall take all reasonable measures to ensure the moral rights of a Member in those instances where the Employer is the holder of the copyright.

12.05 The parties agree that disputes in regards to matters covered by this Article, shall be submitted to binding arbitration in accordance with the time lines specified for expedited arbitration in the Manitoba Labour Relations Act. The arbitrator will be selected by mutual agreement of the parties from the list of Fellows of the Intellectual Property Institute of Canada. If the parties cannot agree, then the president of IPIC will appoint the arbitrator.

ARTICLE 13: PERSONNEL FILES

13.01 There shall be one (1) official University file, hereinafter referred to as the personnel file. This file shall be maintained and stored in the Dean's Office. In addition the Human Resources Department shall maintain a salary and benefits file. These files shall be the only files used in decisions respecting any and all terms and conditions of employment of a Member. Once each calendar year the Human Resources Department shall inform each Member of his/her current status in terms of salary and benefits.

13.02 A Member shall be informed, in writing, of additions to his/her personnel file and be given one copy of the document being added to the personnel file unless the document has been supplied by the Member and acknowledged by the Dean. Where a document is expunged from the personnel file, the document shall be destroyed, and the Member shall be informed in writing.

13.03 (a) A Member shall have access to the entire contents of his/her personnel file upon request and with reasonable notice to the Dean, but not later than seven (7) calendar days following the request.

(b) A Member shall not remove any document from the personnel file. The Employer reserves the right to have its representative present at the time a Member is examining his/her personnel file.

13.04 A Member has the right to discuss with the Dean the accuracy or meaning of any of the contents of his/her personnel file. A Member shall have the right to have included in his/her personnel file his/her written comments on the accuracy or meaning of any of the contents of his/her personnel file and shall have the right to have removed from his/her personnel file any material which he/she can show is false, irrelevant or unsubstantiated. Such requests for removal shall be made in writing to the Dean.

13.05 A Member's personnel file shall contain data pertaining to the Member's personal employment history including but not limited to academic records, employment records, evaluations by the Dean and Associate Deans, authorized student evaluations, disciplinary documents, salary documents and correspondence relating to a Member's terms and conditions of employment.

13.06 No anonymous material shall be retained in the personnel file except for cumulative results of student evaluations of teachers obtained by using forms duly authorized pursuant to this Collective Agreement.

- 13.07** Unless authorized in writing by the Member, no information or material contained in the personnel file shall be made available to any person except when required:
- (a) for normal administrative purposes,
 - (b) for the tenure review process,
 - (c) for grievance and arbitration purposes,
 - (d) by this Collective Agreement,
 - (e) by law.

- 13.08** The personnel file shall contain a record of all persons granted access and the date of access to the personnel file with the following exceptions:
- (a) Dean's Office authorized personnel;
 - (b) Human Resources; and
 - (c) the Member.

A Member may request, from the person granted access, the reason(s) for the access to the personnel file.

- 13.09** A Member shall not have access to confidential material. Confidential material shall be restricted to signed letters of reference and evaluations which the Member has solicited or for the soliciting of which he/she has given approval.

ARTICLE 14: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 14.01** Support Services
Services including long distance telephone calls, external mail service, photocopying, printing and typing shall be provided as such services are available, at internal rates, and priority for such services shall be on the same basis as is afforded other internal users.

- 14.02** Members have the right to participate in Association business and shall be permitted to participate in Association/Unit meetings and transact Association business during the regular working day provided that such participation does not interrupt or interfere with the Member's responsibilities, duties and obligations to the Collegiate.

- 14.03** On the invitation of the Association, persons doing business with or for the Association/Unit shall have reasonable access to the Collegiate during the hours it is open. Conduct of such business and access to the Collegiate shall not interrupt or interfere with a Member's responsibilities or the regular operations and activities of the Collegiate.

- 14.04** Association Dues
The dues as established by the Association from time to time shall be deducted from the salary of each Member.

- 14.05** No later than thirty (30) calendar days after such deductions are made, 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.

14.06 The Association shall advise Human Resources in writing of any changes in the dues of the Association one month in advance of the date on which the change is to become effective.

14.07 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 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 instruction.

14.08 Officers of the Association

The President of the Association shall inform, in writing, the Vice-President (Human Resources) of the names of Members holding official positions in the Association and/or those selected for responsibilities pursuant to this Collective Agreement within seven (7) calendar days of their appointment.

14.09 The Employer agrees to arrange for a section or course reduction in normal teaching or professional load for the Chief Negotiator for the Collegiate Members, provided that the Association inform the Employer in sufficient time that such arrangements may be made, and provided that necessary replacements are paid for by the Association.

(a) If the Chief Negotiator is a member of the Collegiate Faculty, the cost to the Association shall not exceed the prevailing stipend for part-time replacement.

(b) If the Chief Negotiator is a member of the University Faculty, the cost to the Association for replacement shall not exceed the stipendiary replacement.

Where the Employer is unable to hire a replacement for the Chief Negotiator within the maximum cost guidelines specified in (a) and (b) above, the Employer shall not be required to grant reduction in normal teaching or professional load for the Chief Negotiator unless the Association is willing to pay the additional cost.

14.10 Service of a Member on behalf of the Association shall be considered as service to the Collegiate.

14.11 Printing of the Collective Agreement

The Employer agrees to have the Collective Agreement printed within (45) forty-five calendar days of the signing of the Collective Agreement. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of Collective Agreements required by each Party. The Human Resources Department shall provide the Association with an electronic copy of the signed Collective Agreement in the format currently in use.

14.12 Correspondence Between the Parties

Correspondence between the Parties relating to the negotiation and administration of this Collective Agreement shall be between the President of the Association and/or its Executive Director and the Vice-President (Human Resources). The foregoing shall not prohibit the communication by the President of the Association with the President of the University or his/her designate.

14.13 The Employer shall be responsible to file a true copy of this signed Collective Agreement with the Manitoba Labour Board.

ARTICLE 15: AMALGAMATION AND CONSOLIDATION

15.01 Before the Board contracts to amalgamate the Collegiate Division with another educational institution, or before the Board consolidates a Collegiate course or courses into the University Division of The University of Winnipeg, the Board shall notify the Association. The

Association, at its discretion, may make written representation to the Board concerning the proposed amalgamation and/or consolidation. Such representation shall be forwarded to the Board within thirty (30) days of notification.

- 15.02** In the event of an amalgamation of the Collegiate Division with another educational institution and/or consolidation of a course or courses into the University Division of The University of Winnipeg, the terms of this Collective Agreement shall continue in force until the expiry of the Collective Agreement pursuant to Article 30, "Duration and Renewal".

ARTICLE 16: EMPLOYMENT OF NON-MEMBERS

- 16.01** The Employer agrees that non-Members of the bargaining unit, except as specified in the list of exclusions in the Manitoba Labour Board Certificate No. MLB 3634, shall not perform the responsibilities of Members pursuant to Article 8. For the purpose of this Clause the teaching of Auxiliary Session courses shall not be considered as the responsibility of Members unless mutually agreed by the Member and the Dean in accordance with Clauses 8.05 and 8.07.

- 16.02** In the performance of their duties, Members may be assisted by non-Member markers and laboratory demonstrators.

ARTICLE 17: ACCESS TO INFORMATION

- 17.01** The Association Office shall be provided with the following information:

(a) By October 31 of each year a list of all Members of the Collegiate Unit including each Member's name, type of appointment, current salary, year of first and subsequent appointments with the Collegiate, years of service to the Collegiate, year of first and last degree, highest degree earned, and Department of Education classification.

(b) By **May 31** of each year a list of the names of Instructors employed in the Collegiate Regular and Spring Day Sessions **for the current Academic Year** who are not Members of the Collegiate Unit.

(c) Within fourteen (14) calendar days of approval the name of a Member who has been granted leave, the type of leave, the effective dates, salary or stipend paid, and, within five (5) calendar days of appointment the name of a replacement for that Member. This Clause does not include sick leave or short term leave where no replacement is required.

(d) At the same time as they are sent to the members of the Board, the agenda, meeting materials, and minutes of open and closed meetings of the Board, except references to matters pertaining to labour relations.

(e) Within five (5) calendar days of receipt, a copy of a request from any government agency or commission for a formal University submission where such a request clearly affects the terms and conditions of employment of Members of the Collegiate Unit, pursuant to this Collective Agreement, and at the same time it is sent, a copy of the response to such a request.

(f) Within ten (10) working days of Board approval, the names of Members who have been granted renewal or change in appointment, tenure or continuing appointment or classification.

(g) By May 31 of each year a copy of the Regular and Spring Day Session timetables for the current Academic Year.

In complying with the requirements of this Clause, the Employer shall not be required to compile information in the form requested if such data are not already compiled in the form requested, nor shall the Employer be required to supply confidential information.

- 17.02** Prior to submission, the Employer and the Association shall consult on any formal submission to a government agency or commission where such a submission clearly affects the terms and conditions of employment of Collegiate Unit Members pursuant to this Collective Agreement.
- 17.03** The President of the Association shall provide the President of the University with:
- (a) a copy of any official Association publication,
 - (b) a copy of any Association press release, twenty-four (24) hours prior to its release,
 - (c) at the time of distribution, a copy of the agenda and minutes of open meetings of the Association.
- 17.04** The Board shall provide the President of the Association with a copy of any official Collegiate Division press release, twenty-four (24) hours prior to its release.

ARTICLE 18: DISCIPLINE

- 18.01** Discipline shall be for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. As a matter of practice and general principle, the Employer endorses the concept of progressive discipline. Discipline is defined as a verbal warning, written reprimand, suspension without pay and dismissal.
- 18.02** The Association agrees that the Employer has the right to suspend a Member with pay where the Employers deems it necessary to conduct an investigation or for the safety of the workplace, and such suspension shall not be deemed to be disciplinary.
- 18.03** Prior to reprimanding, suspending without pay or dismissing a Member, the Member shall have an opportunity to meet with the Dean or his/her designate. The Member has the option to have the UWFA Executive Director or Grievance Officer present at the meeting.
- 18.04** Notwithstanding Clauses 18.01 and 18.03, notice or warning need not be given in cases of suspension without pay or dismissal resulting from cases involving serious transgressions, such as violent or threatening behaviour, or personal or sexual harassment.
- 18.05** Except for a verbal warning or reprimand, whenever a Member is disciplined, he/she shall be advised in writing of the discipline and the reason therefor. The notification shall also inform the Member of his/her right to consult with the Association's Executive Director and/or Grievance Officer. A copy of the written notification shall be placed in the Member's personnel file. The Human Resources Department shall advise the Association of the disciplinary action within two (2) working days.
- 18.06** The Association has the right to grieve any discipline imposed on a Member in accordance with Article 19: Grievance and Arbitration. Grievances that involve suspension without pay or dismissal will be commenced at Step II (Vice-President Academic).

ARTICLE 19: GRIEVANCE AND ARBITRATION

- 19.01** A grievance shall be either a dispute or difference arising out of the alleged meaning, application, administration or violation of the provisions of this Collective Agreement or any dispute or difference arising out of the bad faith, arbitrary or unreasonable treatment by either Party in respect to terms and conditions of employment.
- 19.02** *Types of Grievances*
- a) *An Individual Grievance* is one initiated by **the Association on behalf of** a Member against the Employer.

b) *A Group Grievance* is one initiated by **the Association on behalf of** two or more Members against the Employer.

c) *A Policy Grievance* is one initiated by the Association against the Employer.

d) *A Board Grievance* is one initiated by the Employer against one or more Members of the bargaining unit or the Association.

19.03 All grievances and replies to grievances shall be in writing and delivered to the appropriate persons specified at each step of the grievance procedure. Grievances and replies to grievances shall be delivered by registered mail or receipted hand delivery.

19.04 One or more of the grievance steps may be bypassed by mutual agreement between the Association and the Vice-President (Human Resources).

19.05 **The Association alone shall have the right to initiate Grievances.**

19.06 a) Nothing in this Article shall preclude the Association from initiating as a Policy Grievance any grievance which is also capable of constituting an Individual Grievance or a Group Grievance.

b) 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 with respect to losses sustained by them arising from the breach which is the subject matter of the Policy Grievance.

19.07 a) A grievance may be mutually settled by the Parties at any time or withdrawn at any time by the Party initiating the grievance informing the other Party in writing.

b) Where the Association proceeds with a grievance on behalf of a Member or group of Members, such grievances shall only be withdrawn from procedure with the written consent of the Association.

19.08 **The Executive Director of the Association or Accredited Association Grievance Officer(s)** shall be entitled to investigate and process grievances during the regular working day and shall have access to information provided in Clause 13.07(c) for the purpose of investigating and processing a grievance. Upon the request by the **Executive Director or the Association Grievance Officer** for additional information necessary for the resolution of grievances, the Employer shall provide either the information requested or reasons for the denial of the request.

19.09 The Employer shall not harass, intimidate, coerce or penalize a Member in respect of terms and conditions of employment and/or matters related to employment by reason of his/her bona fide participation in the investigation and/or resolution of his/her own grievance or the grievance of any other Member.

19.10 All grievances shall be in writing and shall specify the Article(s) or Clause(s) alleged to have been violated, a statement of the facts of the matter in dispute, the specific redress sought, and the date.

19.11 *Steps of the Grievance and Arbitration Procedure*

A. INDIVIDUAL OR GROUP GRIEVANCE

The Parties agree to use every reasonable effort to encourage the informal, amicable and prompt resolution of problems and potential grievances. To this end, **the Executive Director of the Association**, any Member, or Group of Members may informally discuss a problem or potential grievance with the Dean at any time. The discussions are to be informal in nature and directed at improving communication and solving problems.

STEP I

A Member or Group of Members, who is/are not satisfied with the solution arising from the informal discussion, may with the authorization and representation of the Association submit a grievance to the Dean with a copy to the Vice-President (Human Resources) within twenty (20) working days of the date upon which the Member(s) knew or ought to have known of the event(s) giving rise to the grievance, whichever is later.

No later than seven (7) working days following receipt of the grievance, the Association Grievance Officer **and/or the Executive Director of the Association**, the grievor(s), the Vice-President (Human Resources) and the Dean shall meet to discuss the grievance and make every reasonable effort to resolve the grievance. The Dean shall have ten (10) working days from the date of receipt of the grievance in which to render a decision including the reason(s) for denial, if applicable, in writing to the Member(s) with a copy to the Association Grievance Officer and to the Human Resources Department.

STEP II

If the decision rendered in Step I does not resolve the grievance, then the Association on behalf of the Member(s) may refer the grievance to the President within twenty-five (25) working days of the Step I response. The Association shall advise the Dean and the Vice-President (Human Resources) in writing of the decision to refer the grievance to the President. The President of the University shall, within seven (7) working days of the receipt of the grievance, call a meeting among the Association Grievance Officer, **and/or the Executive Director of the Association**, the grievor(s), the Dean and the Vice-President (Human Resources). After the final meeting, the President shall, within ten (10) working days, submit his/her decision in writing, including the reasons(s) for denial, if applicable, to the Parties concerned.

In the event that no settlement is reached at Step II, the matter may be referred to arbitration as provided by this Article.

B. POLICY GRIEVANCE

STEP I

If the Association alleges a violation of this Collective Agreement, or if a difference between the Parties relating to the meaning or application of this Collective Agreement arises, then the Association may present a grievance in writing to the Vice-President (Human Resources) within twenty-five (25) working days of becoming aware of the alleged violation or difference. The Vice-President (Human Resources) shall respond in writing to the grievance including the reasons for denial, if applicable, within ten (10) working days of the receipt of the grievance.

STEP II

If the decision rendered in Step I does not resolve the grievance, then the Association may refer the grievance to the President within twenty-five (25) working days of the Step I response. The Association shall advise the Vice-President (Human Resources) of the decision to refer the grievance to the President. The President of the University shall, within seven (7) working days of the receipt of the grievance, call a meeting of the Association Grievance Officer **and/or the Executive Director of the Association** and the Vice-President (Human Resources). After the final meeting, the President shall, within ten (10) working days, submit his/her decision in writing, including the reasons for denial, if applicable, to the parties concerned.

In the event that no settlement is reached at Step II, the matter may be referred to arbitration as provided by this Article.

C. BOARD GRIEVANCE

If the Employer alleges a violation of this Collective Agreement or a difference between the Parties relating to the meaning or application of this Collective Agreement arises, then the Employer may present a grievance in writing to the President of the Association within twenty-five (25) working days of becoming aware of the alleged violation or difference.

The President of the Association shall respond to the grievance within ten (10) working days of the receipt of the grievance. If the matter is not resolved to the satisfaction of the Employer, then the Employer may refer the grievance to arbitration as provided in this Article.

D. ARBITRATION

When an Individual, Group, Policy or Board Grievance is not resolved after utilizing the appropriate grievance procedure, either Party may refer the matter to arbitration by providing the other Party with written notice by registered mail of intent to arbitrate, within fifteen (15) working days of the other Party's final response.

19.12 Appointment of Arbitrator

Within seven (7) working days of receipt of the notice to arbitrate, the Parties shall meet to appoint an Arbitrator. The following persons will be called upon, on a rotation basis commencing with the first person on the list, who shall then serve at the first arbitration. Thereafter, for each successive arbitration, the person on the list immediately following the last person to have served as Arbitrator shall then be called upon to serve. In the event the person requested to serve is not available within two (2) months, the next person on the list will be requested to serve as Arbitrator.

1. Diane Jones
2. Michael Werier
3. Arne Peltz

19.13 By mutual agreement, the Parties may select an Arbitrator who is not named on the above list, or refer to the Minister of Labour to select an Arbitrator if no person named on the above list is available within two (2) months.

19.14 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance in question or acted as a member of a panel or committee which has been involved in the case at any level.

19.15 Unless exceptional circumstances dictate, the arbitration hearing shall be held within one (1) month of the availability of the Arbitrator and the Arbitrator's decision shall be delivered within one (1) month after the arbitration hearing. The decision of the Arbitrator shall be binding on both Parties and on all persons bounded by the Collective Agreement.

19.16 Arbitration Board

A three-person arbitration board shall be convened in the event of any grievance regarding:

- a) Article 4, Academic Freedom, or
- b) Article 11, Tenure.

Within seven (7) working days of receipt of notice to arbitrate, each Party shall advise the other of its nominee to the arbitration board. Nominees shall not be members of the Board of Regents or persons who are employed at the University of Winnipeg. The chair of the arbitration board shall be selected from the list and in the manner provided in Clauses 19.12 and 19.13.

The Parties may agree to select an arbitration board to resolve any other matter referred to arbitration. The procedures for an arbitration board shall be those set out for a single Arbitrator.

19.17 Time Limits

Where time limits have not been complied with by the grievor in processing the grievance from one step to the other, including arbitration, the grievance shall be deemed abandoned. The Parties may agree to extend any prescribed time limit in either the grievance or arbitration procedure. In addition, the arbitrator shall have the power to provide a remedy against non-compliance with time limits by the respondent.

- 19.18** Technical Irregularities
 No technical violation or irregularity in the grievance and arbitration process shall prevent the substance of a grievance from being heard and judged on its merits nor shall it affect the jurisdiction of the Arbitrator.
- 19.19** Duties and Powers of the Arbitrator
 a) The Arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the Collective Agreement,
 b) The Arbitrator shall have the duty and power to adjudicate all matters in dispute including a question of the arbitrability of an issue,
 c) Where an Arbitrator determines that a Member has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty or penalties for the discharge or discipline as he/she deems just and reasonable in all the circumstances,
 d) Without limiting the generality of Clause 19.19 (c), the Arbitrator shall have the power to award compensation to individual Members even where a dispute originated as a policy grievance.
- 19.20** Costs
 In all cases costs shall be shared equally between the Parties. Costs of presenting the case to arbitration shall be borne by the respective Parties.

ARTICLE 20: REDUCTION OF TEACHING STAFF

- 20.01** The Employer may reduce teaching staff in the Collegiate:
 (a) when substantial and recurring financial deficits have occurred or are projected to continue for at least two (2) consecutive years, which affect the total Collegiate budget and which threaten the solvency of the Collegiate as a whole, or
 (b) where enrollment in a course or courses makes it unfeasible to continue to offer the course or courses, or it becomes necessary to combine course assignments, and
 (c) when natural attrition, study leaves, resignations and retirements are not sufficient to effect the necessary staff reduction.
 (d) when a Collegiate administrator re-enters the bargaining unit. Implementation of a reduction in teaching staff with tenured or probationary appointments shall be subject to the provisions of Clauses 20.04 and 20.05.
- 20.02** Reduction of teaching staff for reasons of Clause 20.01 (a) above shall occur only after efforts to alleviate the financial insolvency by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the Collegiate's revenues.
- 20.03** Where reduction of teaching staff appears necessary, the Association shall be invited to consult with the Dean of Collegiate and the President prior to November 15th to discuss possible action, the reasons for it, and possible alternatives and solutions for the next academic year.
- 20.04** Prior to implementing any layoff, the Employer shall make every reasonable effort to secure alternate employment, including administrative positions, in the Collegiate/University for Members. Members accepting such alternate employment shall retain all benefits and privileges as specified by this Collective Agreement. The Employer shall provide all

reasonable support, including professional placement service consultants, leaves with or without salary, and release time for training courses for Members prepared to train for such alternate employment.

20.05 Where reduction of teaching staff becomes necessary, the Employer shall give first consideration to retaining Members having the greatest seniority with the Collegiate. The Employer may disregard the seniority of a Member and/or the effect of resignations and retirements and identify another Member for layoff after taking into account the program needs of the Collegiate and the expertise of Members, provided that the senior Member is unwilling to be retrained or cannot retrain in time to meet Collegiate needs.

20.06 (a) For the purpose of this Collective Agreement, seniority shall mean the length of continuous experience as an Instructor in the Collegiate. Part-time experience shall be prorated for seniority purposes according to the following formula:

$$\frac{\text{No. of sections per year} \times \text{years of service}}{6 \text{ sections}}$$

(b) Where Members have the same length of continuous experience, the total experience as an Instructor in the Collegiate shall determine seniority.

(c) Where Members have the same total experience with the Collegiate, the Employer shall determine the order of layoff.

20.07 (a) A Member being laid off shall be given written notice of layoff, including the reason(s) for the layoff, not later than March 1st. The effective date of the layoff shall be August 31. The Association shall receive a list of Members being laid off by March 1st.

(b) In the event the period of notice is less than six (6) months, the Member shall be paid, at his/her then current salary rate, an amount equal to the difference between six (6) months salary and the amount earned during the notice period. In no case shall a Member receive less than the equivalent of six (6) months salary, including salary paid during the notice period, upon layoff.

(c) A Member holding a tenured appointment for longer than six (6) years shall receive one (1) month's salary for each year of continuous tenured service in the Collegiate, including the period of notice, to a maximum of fifteen (15) months salary.

20.08 The Dean shall meet with each Member being laid off, at which time he/she shall be given the written notice of layoff. The Member shall be given, upon request, a letter of reference for his/her use.

20.09 Laid-off Members shall receive notice of all teaching and administrative vacancies, including positions in the auxiliary sessions. Notices shall be mailed to the Member's last known address.

20.10 Members who are laid off shall be named on a re-employment list and shall be recalled in reverse order of layoff provided the Member has the qualifications and the ability to teach the course(s) available. A laid-off Member shall remain on the re-employment list and have the right of first refusal for a period of three (3) years from the date of layoff, except:

(a) a request in writing that his/her name be deleted from the list, or

(b) refusal of an offer of re-employment in the Collegiate to a position for which he/she has the qualifications and ability to perform, or

(c) failure to respond to a recall notice within twenty (20) calendar days of the notice, or

(d) retirement, or

(e) refusal to retrain for an available position, shall result in removal of the Member's name from the re-employment list.

20.11 The Board shall not hire an Instructor into a teaching position in the Collegiate while there are laid off Members on the re-employment list who possess the qualifications and ability to teach the available course(s). A Member on the re-employment list may apply for any vacancy for which he/she believes he/she has the required qualifications. When there is no person on the re-employment list who has the qualifications and ability to teach the course(s) available, retraining shall be offered to persons named on the re-employment list in the order of seniority. The details of the retraining period, remuneration, and other terms of the retraining leave shall be agreed to by the Member, the Dean and the President.

20.12 A Member who is recalled to an Instructor position shall be placed on the salary scale in accordance with his/her qualifications and experience as evaluated by the Department of Education at the time of recall. The Member shall also retain all credit for probation, tenure and seniority that was attained at the time of layoff and shall not suffer loss of tenure if the laid off Member held tenure.

20.13 The layoff period shall not be deemed an interruption of service with the Collegiate, but shall not be counted for purposes of determining eligibility for leave, experience increments, tenure or probation. A laid off Member shall retain service accumulated to the date of layoff and shall not accumulate additional service until he/she is recalled to work.

20.14 Each laid-off Member may at his/her discretion retain full pension participation subject to provisions of the Plan. Cost of such coverage shall be shared equally by the Board and the Member while the Member remains on the payroll and shall be assumed in total by the Member for the remainder of the recall period.

20.15 Layoff shall not be treated, described or recorded as dismissal for cause.

ARTICLE 21: HEALTH AND SAFETY

21.01 The Parties agree that applicable federal, provincial and municipal legislation and regulations shall be the standard for health and safety in the Collegiate at The University of Winnipeg.

21.02 The Employer shall take reasonable measures to maintain the security of the buildings and grounds. Except where prevented by an emergency, Members shall have access to their offices and laboratories at all times.

ARTICLE 22: CLASSIFICATION AND SALARIES

22.01 For the purpose of the salary schedule, Members of the Collegiate Unit shall be classified according to Manitoba Department of Education regulations.

22.02 *Salary Schedule*

The Salary schedule effective March 29, 2015 – March 26, 2016 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$50,664	\$54,303	\$57,705	\$61,198
1	\$53,032	\$56,738	\$60,372	\$64,119
2	\$55,399	\$59,425	\$63,047	\$67,044
3	\$58,120	\$62,312	\$65,898	\$70,243
4	\$60,948	\$65,177	\$68,749	\$73,464
5	\$63,757	\$68,057	\$71,808	\$76,951
6	\$66,583	\$70,911	\$74,894	\$80,437
7	\$70,313	\$74,659	\$79,242	\$84,581
8	\$74,044	\$78,411	\$83,590	\$88,701
9	\$78,505	\$83,042	\$88,190	\$92,883

The Salary schedule effective March 27, 2016 – March 25, 2017 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$51,677	\$55,389	\$58,859	\$62,422
1	\$54,093	\$57,873	\$61,579	\$65,401
2	\$56,507	\$60,614	\$64,308	\$68,385
3	\$59,282	\$63,558	\$67,216	\$71,648
4	\$62,167	\$66,481	\$70,124	\$74,933
5	\$65,032	\$69,418	\$73,244	\$78,490
6	\$67,915	\$72,329	\$76,392	\$82,046
7	\$71,719	\$76,152	\$80,827	\$86,273
8	\$75,525	\$79,979	\$85,262	\$90,475
9	\$80,075	\$84,703	\$89,954	\$94,741

The Salary schedule effective March 26, 2017 – March 24, 2018 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$52,711	\$56,497	\$60,036	\$63,670
1	\$55,175	\$59,030	\$62,811	\$66,709
2	\$57,637	\$61,826	\$65,594	\$69,753
3	\$60,468	\$64,829	\$68,560	\$73,081
4	\$63,410	\$67,811	\$71,526	\$76,432
5	\$66,333	\$70,806	\$74,709	\$80,060
6	\$69,273	\$73,776	\$77,920	\$83,687
7	\$73,153	\$77,675	\$82,444	\$87,998
8	\$77,036	\$81,579	\$86,967	\$92,285
9	\$81,677	\$86,397	\$91,753	\$96,636

The Salary schedule effective March 25, 2018 – September 22, 2018 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$53,502	\$57,344	\$60,937	\$64,625
1	\$56,003	\$59,915	\$63,753	\$67,710
2	\$58,502	\$62,753	\$66,578	\$70,799
3	\$61,375	\$65,801	\$69,588	\$74,177
4	\$64,361	\$68,828	\$72,599	\$77,578
5	\$67,328	\$71,868	\$75,830	\$81,261
6	\$70,312	\$74,883	\$79,089	\$84,942
7	\$74,250	\$78,840	\$83,681	\$89,318
8	\$78,192	\$82,803	\$88,272	\$93,669
9	\$82,902	\$87,693	\$93,129	\$98,086

The Salary schedule effective September 23, 2018 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$54,305	\$58,204	\$61,851	\$65,594
1	\$56,843	\$60,814	\$64,709	\$68,726
2	\$59,380	\$63,694	\$67,577	\$71,861
3	\$62,296	\$66,788	\$70,632	\$75,290
4	\$65,326	\$69,860	\$73,688	\$78,742
5	\$68,338	\$72,946	\$76,967	\$82,480
6	\$71,367	\$76,006	\$80,275	\$86,216
7	\$75,364	\$80,023	\$84,936	\$90,658
8	\$79,365	\$84,045	\$89,596	\$95,074
9	\$84,146	\$89,008	\$94,526	\$99,557

22.03

Method of Payment

(a) Instructors shall be paid their annual salary on a bi-weekly basis in accordance with the University's bi-weekly pay schedule.

(b) Whenever in this Collective Agreement deduction of salary or payment of salary is to be made at the per diem rate, the amount shall be calculated in accordance with the following formula:

$$\frac{1/26 \text{ of the Member's deemed annual salary}}{10} \times \text{No of teaching days in that month at the per diem rate}$$

(c) A Member who commences employment after the first teaching day of a teaching month shall be paid from their start date on the first available bi-weekly pay after Human Resources receives all necessary payroll related information.

(d) Where a Member leaves the employ of the Collegiate the Member shall be paid all salary owing within thirty days of his/her last teaching day.

22.04

Allowance for Teaching Experience on Placement

For the purpose of placement on the salary schedule, allowance shall be made for all teaching experience recognized by the Department of Education.

22.05

Allowance for Related Work Experience

For the purpose of placement on the salary scale, experience related to the duties of teachers shall be recognized as follows:

- Less than 2 years related experience = minimum step
- 2 to less than 5 years related experience = 1 step
- 5 to less than 9 years related experience = 2 steps
- 9 or more years related experience = 3 steps

Claims for recognition of experience related to the duties of teachers shall be made within five (5) years of acquiring such experience.

22.06

Increments

Each member paid on a step of the salary grid in Clause 22.02 shall receive one increment for each year of teaching experience recognized by the Department of Education until the Member reaches the maximum of his/her classification. Increments in annual salary shall become effective at the beginning of the pay period which includes the 1st of April each year provided the Member was employed by the Collegiate at the beginning of the Regular Session in the preceding calendar year.

22.07 Anniversary Date

For the purpose of calculating service to the Collegiate and leave and benefit entitlements, a Member's anniversary date shall be the first day of his/her continuous full-time employment in the Collegiate.

22.08 Partial Teaching Load

For a Member appointed for a Full Year Term, the salary of a Member appointed to teach fewer sections than the weekly teaching load for that year shall be pro-rated on the basis of:

<u>No. of Sections Taught</u>	X	Member's annual salary
6 sections		

22.09 Reclassification

Where a Member has obtained additional qualifications satisfactory to the Department of Education and is, therefore, eligible for reclassification to a higher classification on the salary schedule, the effective date of the Member's reclassification shall be the beginning of the pay period that includes the first day of the month following the date of qualification provided that evidence of such additional qualification is filed with the Dean and confirmed by the Department of Education. For the purpose of this Clause, date of qualification shall mean the date specified by the Department of Education.

22.10 Overload Teaching

If a Member teaching in the Regular Session teaches more than the established weekly teaching load for that year, the Member shall be paid a stipend for this overload according to the following formula:

<u>No. of Overload Sections Taught</u>	X	Member's annual salary
6 sections		

22.11 Auxiliary Sessions

(a) Effective September 1, 2015, the stipend paid to a Member who elects to teach in an Auxiliary Session in addition to his/her normal Fall/Winter and Spring or Fall/Winter and Summer teaching load during the calendar year shall be no less than **\$4,001** per section.

(b) If, at the conclusion of registration on the last working day prior to the start of classes, fewer than eight students are registered for a class, the Instructor has the option to cancel that class after consultation with the Dean. If eight or more students are registered at that time, the teacher is required to teach the class.

(c) Members teaching in Auxiliary Sessions shall be paid the stipend over the period of the Session on the bi-weekly pay schedule, until the conclusion of the course. The final payment shall be made in the bi-weekly pay that includes the end of the month in which the course has been completed and all of the responsibilities related to the course have been fulfilled.

(d) A Member who teaches in an Auxiliary Session in lieu of the Spring Day Session or of a portion of the Regular Session does not qualify for the stipend specified in Clause 22.11 (a) above.

(e) A Member who agrees to assume responsibility during an Auxiliary Session for being available to open the Collegiate Office doors to provide access to other Instructors and to

subsequently lock the doors after such access shall be paid at the rate of \$150 for the session.

22.12 Cancellation of Courses

The Dean retains the right to cancel any classes or course for administrative, staffing or enrolment reason in consultation with the Member(s) affected. When the Dean cancels an Auxiliary Session course which is not a part of a Member's normal teaching load, a Member shall be paid a stipend of \$100 for each section he/she was scheduled to teach that was cancelled.

22.13 Compensation for Term Appointments

The parties agree that:

- (a) Members serving on Term appointments teaching six (6) sections shall be compensated according to Clauses **22.01** through **22.06** inclusive and on the following basis:

Effective September, 2015	80% of salary
Effective September, 2016	100% of salary

- (b) For Members serving on Term appointments teaching fewer than six (6) sections in an Academic Session, their salaries shall be pro-rated on the following basis:

<u>No. of Sections Taught</u>	X	Member's Annual Salary (as described above)
6 sections		

ARTICLE 23: BENEFITS

23.01 Except as modified by Memoranda of Agreement:

(a) The Employer agrees to maintain the current employee benefit plans, namely, the University of Winnipeg Trusteed Pension Plan, Group Life Insurance, Group Long Term Disability, the Employee and Family Assistance Program, the Extended Health Benefits Plan, the Dental Plan and Vision Care Plan for the duration of the Collective Agreement unless changed by recommendation of the Joint Employee Benefits Committee (in the case of all benefits excluding the Pension Plan) or the University of Winnipeg Trusteed Pension Plan Board of Trustees (in the case of the Pension Plan) and approved by the Board of Regents where appropriate.

(b) The Employer agrees to maintain its share of contributions to the Pension Plan and other benefits during the Member's period of paid sick leave, paid educational leave and/or paid research leave.

(c) The Employer agrees to maintain an Employee and Family Assistance Program that is equivalent to that provided to other employee groups within the University.

(d) The Health Spending Account benefit amount is \$350 per calendar year, which became effective January 1, 2015.

23.02 The Parties shall maintain a Joint Employee Benefits Committee with membership as follows:

3 representatives from U.W.F.A.;

3 representatives from AESES;

1 representative from the U.W.F.A. (Collegiate Unit)

3 representatives of the Employer;

1 representative from I.U.O.E., Local 987; and

1 representative from the excluded employee groups.

Annually, and as changes are made, the Association shall be notified of the composition of the Joint Employee Benefits Committee.

The Committee shall operate under the Terms of Reference dated November, 2003 as agreed upon by the parties to this collective agreement.

The Committee shall be provided with the necessary information and documents relevant to its Mandate as set out in the Terms of Reference.

The Terms of Reference shall be reviewed and amended from time to time.

23.03 The Employer shall provide access to all benefit plans information on the Human Resources website as described in Clause 23.01.

23.04 Travel and Professional Development Allowance

(a) Whereas the Employer expects that Members may attend workshops, study sessions or conferences necessary to communicate and extend knowledge, and need to purchase items such as books, journals, equipment, memberships in professional associations, related to the performance of their professional and teaching duties, the Employer shall provide a travel and professional development allowance (TPDA).

(b) The Employer shall continue to make available a sum of thirteen hundred and forty-seven dollars (\$1,347) to each Member for travel and professional development, which became effective March 31, 2013.

(c) The annual TPDA amount shall be reduced on a pro-rated basis for Members who go on a reduced or part-time appointment, or on leave of absence without pay.

(d) The TPDA shall not accrue to a Member while on leave pursuant to Clauses 28.16, 28.27, 28.28 and 28.41 – 28.47 except that a Member on leave may have access to carry-over amounts from previous years pursuant to Clause 23.04 (f).

(e) Except for travel, a Member may draw on these funds to defray his/her legitimate expenses pursuant to Clause 23.04 (a) at any time that the Member has accumulated receipts totaling at least \$250 or the remainder of the Member's allowance, whichever is the lower amount.

(f) On March 31, any unexpended portion of a Member's TPDA shall be automatically carried over into the next fiscal year. As early as reasonably possible, all Members will be notified by the Office of the Dean of the funds in their TPDA at the beginning of the fiscal year. Unexpended TPDA funds may be carried over to a third consecutive fiscal year. Carry over to a fourth consecutive year will not be permitted. For the purpose of calculating the money available for carry over, the fund shall be administered on a "first-in, first-out" basis.

(g) A Member shall present an application for travel to the Dean who shall approve it provided that such travel is for the purposes specified in Clause 23.04 (a) and provided further that the Member's obligations and responsibilities are covered during his/her absence.

(h) Members shall provide the Dean with receipts or records of purchase of items or of travel and related expenses, to accompany any request for reimbursement to be charged against the Member's TPDA.

(i) Members travelling on authorized University business, except those travelling under the provisions of Clause 23.04 (a), shall be reimbursed for incurred expenses in accordance with current University policy.

23.05

Tuition Scholarship Program

(a) The Employer will establish and maintain a University Tuition Scholarship **Program** to which eligible Members and other eligible employees, their spouses (including **common law and/or** same sex spouses) and their eligible dependents may apply. For the purpose of this Clause eligible Member shall be defined as a full-time or part-time (at least 50% of the normal workload) Member with a probationary, tenured, or continuing or term appointment of more than two (2) consecutive years. Eligible dependents shall be all natural children, **and** legally adopted children. **Eligible dependents will also include**, stepchildren (**and/or** the children of **common law and/or** same sex spouses, **provided such children are living with the Member.**) **All eligible dependents must be** unmarried and under the age of 21 and dependent on the Member for support; or **unmarried** and under the age of twenty-five (25) and a full-time student of The University of Winnipeg. The age restrictions do not apply to a physically or mentally incapacitated child. The applicants must meet the eligibility requirements **as of the first day of classes for the term in which the Applicant is applying** for the Tuition Scholarship **Program**.

(b) The Tuition Scholarship **Program** will be administered by the Employer and will provide scholarships for credit courses leading to the applicant's first undergraduate degree. For the purpose of this clause the University of Winnipeg B. Education degree shall be considered as a first undergraduate degree. Scholarships will apply only to credit courses completed at The University of Winnipeg or where The University of Winnipeg Bachelor of Education Program requires students to complete courses offered by another institution. The scholarships shall be equal to the tuition fees paid for courses which the applicant has completed with the grade of C or better within the twelve (12) month period ending June 30th immediately preceding the application. Tuition fees shall not include special charges associated with certain courses, such as supplementary course service fees, travel costs, student association fees, caution fees or any other charges or expenses added to the normal standard fees. The maximum value of scholarship support available to an applicant will be the minimum number of full course equivalents required to complete one undergraduate degree program at the University of Winnipeg as defined by Senate regulations. Applicants are required to pay all fees according to the University's normal schedule of fees and associated deadlines.

23.06

Collegiate Tuition Scholarship Program

(a) The Employer will establish and maintain a Collegiate Tuition Scholarship Program to which eligible Members and other eligible employees and their eligible dependents may apply. For the purpose of this Clause, eligible Member shall be defined as a full-time or part-time (at least 50% of the normal workload) Member with a probationary, tenured, continuing or term appointment of more than two (2) consecutive years. Eligible dependents shall be all natural children, legally adopted children, and stepchildren (including the children of common law and/or same sex spouses, provided such children are living with the Member) who are unmarried and under the age of 21 and dependent on the Member for support; or unmarried and under the age of twenty-five (25) and a full-time student of the collegiate. The age restrictions do not apply to a physically or mentally incapacitated child. The applicants must meet the eligibility requirements as of the first day of classes for the term in which the Applicant is applying for the Tuition scholarship Program.

(b) The Tuition Scholarship Program will be administered by the Employer and will provide scholarships for courses taken at the Collegiate. The scholarships shall be equal to forty (40) percent of the tuition fees paid (before any special, additional fees or levies) for courses which the applicant has completed with the grade of C or better within the twelve (12) month period ending June 30th immediately preceding the application. Applicants are required to pay all the fees according to the Collegiate's normal schedule of fees and associated deadlines.

23.07

Parking

Parking shall be assigned to Members as space is available and at rates approved by the Employer from time to time in a manner consistent with past practice. Parking shall be

allocated to Members based on such criteria as age, seniority, need for the use of a vehicle, and gender, with primary consideration given to security and physical handicaps of Members.

23.08 Physical Education/Recreation Facilities

Members, their spouses and children shall have access to the physical education and recreation facilities of the University during their normal hours of operation on the same basis as the facilities are available to the faculty and staff of the University.

23.09 Employee and Family Assistance Program

(a) The University of Winnipeg Employee and Family Assistance Program will continue to cover eligible Members during the life of this Collective Agreement. The cost of the program shall be paid by the Employer.

(b) The Collegiate Unit of the U.W.F.A. shall be entitled to have one (1) representative on the University of Winnipeg Employee and Family Assistance Advisory Committee.

ARTICLE 24: COLLEGIATE LABOUR MANAGEMENT COMMITTEE (LMC)

24.01 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to establish a Joint Committee on the Administration of the Agreement (LMC) within twenty (20) days of the ratification of this Agreement by the Parties.

24.02 Jurisdiction

The LMC shall only review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 19. It shall not have the power to add to or modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or the Employer with the general aim of ensuring that this Agreement is administered in a spirit of co-operation and mutual respect. The LMC shall, further, direct itself to the fulfillment of any tasks explicitly assigned by this Agreement to the LMC required to bring into effect and implement the provisions of this Agreement.

24.03 The LMC shall be comprised of three (3) representatives of the Association and three (3) representatives of the Employer including two (2) representatives from Senior Administration and one (1) representative from Human Resources. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.

24.04 The LMC shall determine its own procedures, subject to the following provisions:

(1) The LMC shall be chaired jointly by a representative of the Association and a representative of the Employer, who shall together be responsible for preparing and distributing the agenda for meetings, and shall alternate in presiding over meetings.

(2) The LMC shall meet at least twice yearly, once in the fall, and again in the spring, with the exception of July and August, but may meet more often, either by mutual agreement of the chairs, or, on five (5) days' notice, at the call of either of the chairs.

(3) Minutes shall be taken at these meetings.

Nothing here precludes the Presidents of the Association and the University, or their designates, from meeting to discuss matters of mutual interest, at the request of either Party.

24.05 Minutes of all meetings shall be provided to committee members, the President of the Association, the Vice-President (Academic), the Vice-President (Human Resources), and the Dean of the Collegiate.

ARTICLE 25: OUTSIDE PROFESSIONAL ACTIVITIES

- 25.01** The nature of the professional competence of Members may afford opportunities for the exercise of that competence outside the Member's regular duties and responsibilities to the Collegiate on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefit to and enhance the reputation for the Collegiate Division and Members of the Collegiate Unit of the Association, Members may engage in part-time professional activities, paid or unpaid.
- 25.02** A Member may participate at his/her discretion in the activities of professional societies or associations outside of the Collegiate provided that such participation does not interfere with his/her duties and responsibilities to the Collegiate as specified in this Collective Agreement. Permission from the Dean must be obtained prior to the Member's participation in activities of such societies and associations whenever such participation would require time off during normal school hours or absence from duties and responsibilities in the Collegiate. In such situations an attempt shall be made to arrive at a mutually satisfactory arrangement in advance between the Member and the Dean.
- 25.03** Where a Member wishes to use the Collegiate/University facilities, supplies or services for purposes related to his/her outside professional activities, permission for their use must be obtained in advance from the Dean or Vice-President and shall be paid for at prevailing rates unless the Dean or Vice-President agrees in writing to waive all or part of the fees.
- 25.04** A Member shall not purport to represent the Collegiate or the University or speak for it or them or to have approval for any communication without prior written approval in each instance from the President or his/her designate, although nothing shall prevent the Member from stating the nature and place of his/her employment and/or his/her position in connection with outside professional activities, pursuant to this Article.
- 25.05** Members shall inform the Dean of the nature and scope of outside or other University of Winnipeg professional activities of a substantial nature to ensure that such activities do not interfere with the Member's duties and responsibilities to the Collegiate. Permission from the Dean must be obtained prior to the Member's acceptance in the aforementioned activities whenever it is known that such participation would require time off during normal school hours or absence from duties and responsibilities in the Collegiate. In such situations, an attempt shall be made to arrive at a mutually satisfactory arrangement in advance between the Member and the Dean.

ARTICLE 26: AMENDMENTS TO THE UNIVERSITY OF WINNIPEG ACT

- 26.01** The Parties shall arrange for joint consultation on formal submissions to the Province of Manitoba with respect to the University of Winnipeg Act, where such submissions clearly affect the Collegiate Division. Such consultation shall not preclude either Party from making independent submissions to the Province.
- 26.02** The Board shall inform the Association of the details of all correspondence between the Province of Manitoba and the Board with respect to the Act where such correspondence clearly affects the Collegiate Division, within five (5) working days of receipt of such correspondence.
- 26.03** The Association shall inform the Board of the details of all correspondence between the Association and the Province of Manitoba with respect to the Act, where such correspondence clearly affects the Collegiate Division, within five (5) working days of the date of the correspondence.

ARTICLE 27: ANNUAL EVALUATION

- 27.01** The Parties recognize the principle of annual evaluation of a Member's performance of his/her responsibilities to the Collegiate Division pursuant to this Collective Agreement.
- 27.02** Each Member shall establish a teaching dossier pursuant to the requirements of 27.03, contribute components to it annually and submit these to the Dean by September 30th of each year.
- 27.03**
- i) The dossier must include:
 - 1. Annual professional growth plan.
 - a) Areas of focus.
 - b) Related professional growth activities.
 - 2. Other professional development activities.
 - 3. Course Outlines.
 - 4. Reflections on student evaluations.
 - ii) The dossier may include:
 - 1. Committee work.
 - 2. Personal/professional achievements.
- 27.04** The Dean will respond to the Member's annual teaching dossier by December 31st of each year.
- 27.05** When the Dean decides to make a formal evaluation, such evaluation shall be communicated, in writing, to the Member and placed in the Member's personnel file. The Member and/or the Dean may request that peer evaluations and/or student evaluations inform this evaluation by the Dean. The Member may respond in writing to this evaluation and has the right to have this response placed in his/her personnel file.

ARTICLE 28: LEAVES

- 28.01** Educational Leave
The Employer shall make available educational study leaves, pursuant to Clause 28.12 to tenured Members in order to foster their effectiveness as teachers. Tenured Members shall be eligible for a full educational study leave after every six (6) years of full-time tenured service in the Collegiate. A Member shall be eligible for a spring or summer educational study leave for a period of two (2) months (May/June or July/August) after every four (4) years of full-time tenured service in the Collegiate. For first-time applicants, the number of consecutive years of service in a full-time probationary appointment prior to the granting of tenure shall count towards determining eligibility for educational study leave. The Board shall have the discretion to approve applications for educational study leave where applicants do not meet the eligibility requirements listed above.
- 28.02**
- (a) A full educational study leave will be for a period of twelve (12) consecutive months including the Regular, Spring and Summer Sessions and shall begin on May 1st, July 1st or September 1st as arranged with the Employer.
 - (b) A Member may choose, upon agreement with the Employer, a partial educational study leave for the Regular Session (September to April) in lieu of a full education study leave on a pro-rated full leave salary.
- 28.03** Members on educational study leave shall receive salary paid bi-weekly based upon 70% of base salary of the Member at the time the leave is taken.

- 28.04** Members on educational study leave shall be eligible for all general salary adjustments effective at the prescribed time of year except that the period of time on educational study leave shall not be counted as service for the purpose of salary increments.
- 28.05** While on educational study leave a Member shall be entitled to apply for the use of Collegiate travel funds.
- 28.06** Time taken on educational study leave shall not constitute a break in service or disruption of tenure. A leave of absence with pay will not constitute a break in service but shall not be counted toward leave entitlement.
- 28.07** A Member shall make application to the Dean of Collegiate for educational study leave on the form set out in the Appendices to the Agreement by October 1st for leaves commencing the following May 1st or July 1st subject to satisfactory staffing arrangements, or by November 1st for leaves commencing the following September. The Dean shall not make any firm commitment to hire a term replacement for the Member taking a full educational study leave prior to five (5) months before the commencement of the leave.
- 28.08**
- (a) Upon receipt of the application for educational study leave the Dean shall chair an ad hoc committee established by and from the Collegiate Faculty to assist with vetting of the applications. The committee shall consist of at least three (3) members including the Dean and two full-time tenured Members of the Collegiate Faculty, one each from arts and from science areas.
- (b) No Member shall serve on such a committee when his / her own application is to be considered.
- (c) The study leave committee shall vet the application(s) in the light of the curriculum requirements of the Collegiate Division and the resulting benefit to both the Collegiate and to the Member.
- (d) The Dean may forward his/her own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with his/her recommendation to the President. The candidate shall be informed of the decision. Decisions on the granting of educational study leave shall be made at least six (6) months prior to the commencement of the leave.
- (e) Should the study leave be granted, any change in the proposal must be vetted by the committee. The Dean may forward his/her own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with his/her own to the President. The candidate shall be informed of a decision within ten (10) working days from the date of notification of such proposed change.
- 28.09** A Member granted educational study leave **will be required to sign an agreement that they will return to their normal duties at** the Collegiate/University following the expiry of the leave and **will remain in the employ of** the Collegiate/University for a period of three (3) years in the case of a full educational leave of twelve (12) months or for a period of one (1) year in the case of a spring or summer educational study leave. If the Member fails to return to the Collegiate or resigns or retires prior to the completion of obligatory service, the Member shall reimburse the Collegiate **the gross amount of the salary as specified in Clause 28.03, the Employer share of pension contributions, and benefits received from the Employer during the educational leave**, on a pro-rated basis. The requirement for return of service may be waived in writing by the Employer in exceptional circumstances.
- 28.10** A Member granted educational study leave shall be obliged to complete a Study Leave Information Form provided by the Dean by August 31 prior to the commencement of the leave. This form will include only information necessary for the Dean in order that he/she may

keep in contact with the Member during the leave and verify the educational study leave program. Upon request, the Member shall provide the Dean with any information relating to the Member's program of study. A reasonable amount of time will be provided to comply with such a request, if required. Within two (2) months of the end of the educational study leave, a Member shall submit a written report to the Dean as to the scholastic and professional activities undertaken during that leave.

28.11 In the event that an application for educational study leave is not approved, the Dean will provide the Member with feedback as to what, if any, changes could be made to the application to improve the likelihood of success of future applications. A written summary of this feedback will be provided to the Member upon his/her request.

28.12 The Collegiate shall attempt to make at least one full and one partial educational study leave available each year and may substitute a research leave for an educational leave, where circumstances warrant.

28.13 Research Leave

A Member who has previously completed a Master's degree, may apply for a Research Leave instead of an Educational Leave in which case the eligibility criteria and all related processes associated with an Educational Leave as set out in Clauses 28.01 to 28.12 shall apply except as modified herein:

(a) Clauses 28.01, 28.02 and 28.04 – 28.06 shall apply to Research Leave in the same manner as to Educational Leave.

(b) Clause 28.03 shall be replaced with the following:

A Member on Research Leave shall receive salary paid bi-weekly based upon eighty (80%) percent of full salary of the Member at the time the leave is taken.

(c) Clause 28.07 shall be replaced with the following:

By October 1st, a Member shall make an application, supported by a detailed research proposal, to the Dean of the Collegiate for a Research Leave that would commence the following academic year, if approved.

The Dean shall not make any firm commitment to hire a term replacement for the Member taking a full Research Leave prior to five (5) months before the commencement of the leave.

(d) Clauses 28.08 - 28.11 shall be modified as follows:

Upon receipt of the application for research leave, the Dean shall establish an ad hoc committee to vet the application(s) in the light of the curriculum requirements of the Collegiate Division and the resulting benefit to both the Collegiate and to the Member. The committee shall consist of at least three (3) members including an Associate Dean and two full-time tenured Members of the Collegiate Faculty, one each from arts and from science areas.

No Member shall serve on the committee if to do so would create either a real or perceived conflict of interest.

By October 15th, the Collegiate research leave committee shall forward its comments or recommendation, together with the application and research proposal, to the University Study Leave Committee, for consideration.

The University Study Leave Committee shall consider the application using the same academic rigour as would be used in reviewing any University of Winnipeg application for research leave.

By November 15th, the University Study Leave Committee shall forward its recommendation, together with the application and research proposal, to the Dean.

By November 30th, the Dean shall forward the Member's application and the Dean's recommendation(s) along with that of the Collegiate and University committees to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with his/her recommendation to the President who shall make a recommendation to the Board.

The Member shall be informed of the decision concerning their research leave application at least five (5) months prior to the commencement of the leave.

Should the study leave be granted, any significant change in the research proposal must be vetted by the University Leave Committee. The Dean may forward his/her own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with his/her own to the President. The candidate shall be informed of a decision within twenty (20) working days from the date of notification of such proposed change.

A Member granted research leave **will be required to sign an agreement that they will return to their normal duties at the Collegiate/University following the expiry of the leave and will remain in the employ of the Collegiate/University for a period of three (3) years in the case of a full research leave of twelve (12) months or for a period of one (1) year in the case of a spring or summer leave.** If the Member fails to return to the Collegiate or resigns or retires prior to the completion of obligatory service, the Member shall reimburse the Collegiate **the gross amount of the salary as specified in Clause 28.13(b), the employer share of the pension contributions, and benefits received from the Employer during the research leave,** on a pro-rated basis. The requirement for return of service may be waived in writing by the Employer in exceptional circumstances.

Within two (2) months of the end of the research leave, a Member shall submit a written report to the Dean as to the research activities undertaken during the leave and the results pertaining.

28.14 Members are entitled to leaves to attend conferences, workshops and study sessions away from the Collegiate campus with the prior knowledge and approval of the Dean. Every effort shall be made to grant financial assistance upon request.

28.15 Jury and Witness Duty
A Member who has been summoned for jury duty or as a witness by any body in Canada with the power of subpoena shall be granted paid leave of absence during the period of service to the court or summoning body.

28.16 Political Leave
A Member planning to allow his/her name to stand either before a party convention or for actual nomination for an election to a federal, provincial, or municipal office shall notify the Dean within a reasonable time and make arrangements with the Dean to ensure that the Member's responsibilities can be carried out during the nomination and election campaigns.

28.17 A Member elected to office shall be entitled to leave of absence as follows:
(a) to appointment as a Minister of the Crown or Leader of the Opposition; leave of absence without pay up to five (5) years while holding such office.

- (b) to the Parliament of Canada, the Legislature of Manitoba, the Mayoralty of the City of Winnipeg, or Reeve of a Municipality; leave of absence without pay for one (1) term of office.
- (c) Term of office shall be taken to include the period between dissolution of Parliament or of the Legislature or expiry of a Municipal Council, and the subsequent election. Beyond such period of time, or if the Member ceases to hold office (office being taken to include the period ending with the individual's failure to be re-elected), the Member must either resign his/her Collegiate position, or return to full-time duties at the Collegiate or be granted additional leave without pay at the discretion of the Employer.

28.18 The Employer shall arrange in consultation with the Dean for a substitute or shall provide appropriate remuneration to Members who assume the responsibilities of colleagues on political leave.

28.19 A Member on political leave pursuant to Clause 28.16 shall have the right to participate at his/her own expense in Employee benefit plans, unless prohibited from doing so by the plan(s) and subject to Canada Revenue Agency restrictions.

28.20 A Member shall return from political leave to the same rank and appointment classification as he/she held at the time leave was granted, and shall be paid the salary he/she received when leave was granted plus any across-the-board adjustments paid to Members in his/her classification during the period of leave.

28.21 Unpaid Leave of Absence
Leave of absence without salary may be granted to a Member for a period of time mutually agreeable to the Employer and the Member. A leave of absence without salary shall not constitute a break in service but shall not be counted as service to the Collegiate for the purpose of step increments on scale, leave and benefit entitlement.

28.22 A Member taking a leave of absence without salary to hold a position in The University of Winnipeg shall count the years of leave toward seniority and shall, on return to the Collegiate, receive all across-the-board general salary adjustments received by Members in his/her classification during the period of leave.

28.23 A Member taking leave of absence without salary pursuant to Clauses 28.21 and 28.22 shall have the right to participate at his/her own expense in the benefit plans unless prohibited from doing so by the plan(s) and subject to Canada Revenue Agency restrictions.

28.24 Maternity and Parental Leave
The purpose of Maternity Leave is to provide a pregnant Member with leave for child care which is necessitated by the birth of that Member's child.

The purpose of Parental Leave is to provide a Member with leave for child care which is necessitated by the birth or adoption of a child.

28.25 Maternity Leave with Allowance
(a) In order to qualify for benefits under this provision a Member must:

(i) be in a probationary, **or** tenured appointment immediately prior to the date on which the proposed leave commences; **and**

(ii) have completed either:

x. twelve (12) consecutive months of paid employment with the University; **or**

- y. **twelve months of paid employment with the University, inclusive of a term of at least eight (8) months in the Academic Year immediately preceding the Member's appointment to a probationary or tenured position.**

immediately prior to the date on which the proposed leave commences; and

- (iii) submit to the Dean an application in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur;
and
 - (iv) provide Human Resources with a certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of delivery;
and
 - (v) upon request, provide proof that the Member has applied for Employment Insurance (EI) maternity benefits and that Service Canada has agreed that the Member has qualified for and is entitled to such EI maternity benefits pursuant to the *Employment Insurance Act, SC 1996, c 23*.
- (b) A Member who qualifies under this provision is entitled to a maternity leave consisting of a period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- (c) During the period of maternity leave, the Member who receives EI maternity benefits pursuant to the *Employment Insurance Act, SC 1996, c 23* and who has met the eligibility requirements in Clause 28.25 (a), is entitled to a maternity leave allowance as follows, where "weekly salary" = annual salary / 52 weeks):
- i) for the first two (2) weeks the Member shall receive from the Employer ninety-five percent (95%) of the Member's weekly salary;
 - ii) up to a maximum of fifteen (15) additional weeks, the Member shall receive payments from the Employer equivalent to the difference between the EI maternity benefits she is eligible to receive and ninety-five percent (95%) of her weekly salary;
 - iii) the combination of payments from the University under this provision, EI benefits, and any earnings received from all sources can not exceed one hundred percent (100%) of the Member's salary for the period of maternity leave taken by the Member;
 - iv) The maternity leave must commence no later than the date of delivery. The leave must be taken in one consecutive period.
 - v) An applicant for maternity leave under this provision will be required to sign an agreement in which she commits that she will return to her normal duties and will remain in the employ of the University for a period of time equivalent to the maternity leave.
 - vi) Failure to return for the time period specified above will result in a requirement for repayment of the **gross amount of the maternity leave allowance as specified in sub-clauses 28.25(c)(i) and (ii)**, the employer share of pension contributions and benefits received from the Employer during the maternity leave.
 - vii) Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Member's contributions will be deducted from the maternity leave allowance. The period of maternity leave shall be credited towards years of service in the calculation of pension benefits subject to Canada Revenue Agency restrictions.

(d) A Member who holds a probationary appointment should consult Clause 11.04 regarding an extension to their maximum untenured period.

(e) A Member who has been granted a maternity leave shall, upon written application to the Dean, be granted an additional contiguous parental leave with allowance pursuant to Clause 28.27 and an additional contiguous parental leave without allowance pursuant to Clause 28.28 such that the total period of leave is not greater than fifty-four (54) weeks.

28.26 Maternity Leave without Allowance

A pregnant Member **who has been employed by the Employer for at least seven consecutive months**, but who does not meet the eligibility requirements for a maternity leave allowance under Clause 28.25 is entitled to 17 weeks of maternity leave without pay. The Member must provide written notice to the Dean at least four weeks before the start of the maternity leave and provide Human Resources with a medical certificate specifying the expected date of delivery.

See also Clause 28.28 Parental Leave without Allowance.

28.27 Parental Leave with Allowance

Where both parents are Members, the period of the Parental leave Allowance may be taken wholly by one parent or shared between the two parents during the same time period or separately.

The provisions of the parental leave with allowances are as follows:

- (a) In order to qualify for benefits under this provision, a Member must:
- i) be a birth or adoptive parent and assume actual care and custody of the new born child or newly adopted child; **and**
 - ii) be in a probationary, **or** tenured appointment immediately prior to the date on which the proposed leave commences; and
 - iii) have completed **either**:
 - x) twelve (12) consecutive months of paid employment with the University inclusive of any maternity leave taken ; **or**
 - y) **twelve months of paid employment with the University, inclusive of a term of at least eight (8) months in the Academic Year immediately preceding the Member's appointment to a probationary, or tenured position,**

immediately prior to the parental leave;
 - iv) submit to the Dean an application in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur unless the application has already been made with respect to maternity **leave; and**
 - v) provide Human Resources with proof that the Member has applied for EI parental benefits and that Service Canada has agreed that the Member has qualified for and is entitled to such EI parental benefits pursuant to the *Employment Insurance Act, SC 1996, c 23*.

(b) The parental leave must be completed within one (1) year of the birth of the child or the date on which the child comes into the actual care and custody of the Member;

(c) The leave must be taken in one consecutive period. A Member taking parental leave, in addition to maternity leave, must commence the parental leave immediately following the maternity leave prior to her return to work;

(d) A Member who qualifies under this provision is entitled to a parental leave with allowance consisting of a period not exceeding fifteen (15) weeks for leaves during this collective agreement.

(e) During the period of parental leave under this provision, the Member who receives EI parental benefits and who has met the eligibility requirements in Clause **28.27** (a), is entitled to a parental leave allowance as follows, where "weekly salary" = annual salary / 52 weeks):

i) where EI has determined that there will be a two-week waiting period before EI parental benefits begin, the Member's parental leave allowance during the two-week waiting period shall be ninety-five percent (95%) of the Member's weekly salary;

ii) where EI benefits are being paid to the Member, the Member shall receive payments from the Employer equivalent to the difference between the EI parental benefits the Member is eligible to receive and ninety-five percent (95%) of the Member's weekly salary;

iii) the combination of payments from the University under this provision, EI benefits, and any earnings received from all sources can not exceed one hundred percent (100%) of the Member's salary for the period of parental leave taken by the Member;

(f) An applicant for parental leave under this provision is required to sign an agreement in which the Member commits to return to normal duties and to remain in the employ of the University for a period of time equivalent to the parental leave provided to the Member under this provision.

(g) The Member will return on the date of the expiry of the leave unless this date is modified by mutual agreement.

(h) Failure to return for the time period specified above will result in a requirement for the Member to repay the **gross amount of the parental leave allowance as specified in sub-clauses 28.27 (e)(i) and (iii), the Employer share of pension contributions, and benefits received from the Employer during the parental leave.**

(i) Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Member's contributions will be deducted from the parental leave allowance. The period of parental leave shall be credited towards years of service in the calculation of pension benefits subject to Canada Revenue Agency restrictions.

(j) A Member who holds a probationary appointment should consult Clause 11.04 regarding an extension to their maximum untenured period.

(k) A Member who has been granted a parental leave allowance which is not preceded by a maternity leave shall, upon written application to the Dean, be granted an additional contiguous parental leave without allowance such that the total period of parental leave is not greater than thirty-seven (37) weeks.

28.28

Parental Leave without Allowance

There shall be one period of parental leave, with parental allowance as provided under Clause 28.27 and/or without parental allowance as provided under this Clause, per pregnancy or adoption. The total period of parental leave is not greater than thirty-seven (37) weeks. The parental leave without pay may be taken wholly by one eligible parent or shared between the two eligible parents during the same time period or separately.

(a) A Member is entitled to and shall be granted parental leave without allowance for a period of up to thirty-seven (37) consecutive weeks provided that the Member:

- i) is the parent of a new born or newly adopted child;
- ii) has completed seven (7) consecutive months of full-time paid employment with the University immediately prior to the date on which the proposed leave commences;
- iii) submits to the Dean an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the proposed leave;

(b) The parental leave must be completed within one (1) year of the birth of the child or the date on which the adopted child comes into the actual care and custody of the Member.

(c) Upon written application and where arrangements satisfactory to the Dean can be made to ensure that the Member's academic duties will be met, a Member who has become the parent of a newly born or newly adopted child and who is not eligible for either maternity leave or parental leave, with or without allowance, is entitled to a leave of absence without pay up to six (6) continuous weeks as follows:

- i) beginning either on the day of the child's birth or at any time during the ninety (90) days immediately following the birth of the child; or
- ii) in the case of the adoption of a child, beginning on the date that the child comes into the care and custody of the parent or at any time during the ninety (90) days following immediately thereafter.
- iii) In addition, the Member may be authorized to use up to three (3) weeks paid vacation which the Member has accumulated.

(d) A Member who holds a probationary appointment should consult Clause 11.04 regarding an extension to their maximum untenured period.

28.29 Compassionate Care Leave

The purpose of Compassionate Care Leave is to provide a release from duties and responsibilities to enable staff members to provide care or support to a member of their family who is gravely ill with a significant risk of death.

28.30 In order to qualify for Compassionate Care Leave a staff member must:

- (a) have completed a minimum of 30 calendar days of employment
- (b) where possible, provide the Employer notice of at least 10 working days notice, unless circumstances necessitate a shorter period;
- (c) provide the Employer as soon as possible a certificate from a physician who provides care to the eligible family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided stating that:
 - (i) an eligible family member of the Employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued, or if the leave started before the certificate was issued, the day the leave began; and
 - (ii) the family member requires the care and support of one or more family members.

28.31 An eligible family member means the Employee's parents, spouse, child, spouse's parents, brother, sister or ward of Employee or any relative residing in the same household.

- 28.32** An eligible Employee is entitled to Compassionate Care Leave of absence without pay of up to eight (8) weeks duration in a twenty-six (26) week period. The leave of absence without pay must be taken in no more than two (2) periods. No period of leave of absence may be less than one (1) week's duration, except where the Compassionate Care Leave is immediately followed by Compassionate Leave as set out in Clause 28.37.
- 28.33** An eligible Employee may end the Compassionate Care Leave of absence earlier than the end of the date of the requested period of leave by giving the Employer at least forty-eight (48) hours notice of the expected date of return or such shorter period as may be agreed with the dean/director.
- 28.34** An Employee returning from Compassionate Care Leave shall be returned to his/her former position.
- 28.35** An Employee on Compassionate Care Leave, shall have the option to continue at his/her cost all benefits during leave, subject to Canada Revenue Agency restrictions.
- 28.36** An Employee who takes a Compassionate Care Leave shall continue to be eligible for Compassionate Leave as defined in Clause 28.37.
- 28.37** Compassionate Leave and Bereavement Leave
- Compassionate Leave
Members shall be granted up to three (3) working days absence with full compensation in the case of critical illness in the Member's immediate family.
- Bereavement Leave
Members shall be granted up to three (3) working days absence in the case of death in the immediate family.
- 28.37.1** When it is deemed reasonable by the Dean, additional or other compassionate leave shall be granted by the Employer upon request. Such leave may be with or without pay.
- 28.37.2** Whenever possible, before taking such leave, a Member shall notify the Dean so that arrangements can be made to carry on the Member's duties during the period of absence.
- 28.37.3** 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 employee permanently resides.
- 28.40** Emergency Leave
In case of emergency a Member shall be granted short periods of time during the regular working day to attend to personal emergencies without loss of pay. The Member shall make reasonable effort to notify the Dean in advance.
- 28.41** Sick Leave
Members with regular appointments who are unable to carry out their duties due to accident or illness shall be entitled to receive one hundred percent (100%) of salary and benefits for a maximum of one hundred and eighty (180) calendar days of absence. The Long Term Disability (LTD) may continue to cover eligible Members immediately thereafter, subject to their acceptance under that plan, after the one hundred and eighty (180) calendar day period has elapsed.
- 28.42** Members shall notify the Dean of their absence and its probable duration as soon as is reasonably possible. Members may be required to submit a medical certificate to cover illnesses and/or injuries which cause more than five (5) working days absence. The medical

certificate shall state the dates on which the Member was unable to attend work and the general nature of the sickness or injury. In the case of an absence for a lengthy duration, the certificate shall state a prognosis as to the expected date of return to work. Where the Employer is not satisfied with the information contained in the medical certificate provided by the Member, the Employer may request additional information on a form provided by the Employer. If a Member fails to furnish a medical certificate when requested, his/her absence from work for the period after the five (5) working days absence may be considered as unauthorized and consequently without pay.

- 28.43** In cases of long term or frequent sick leave claims, the Employer may require the Member to obtain a second medical opinion by having the Member take part in an independent medical examination. A physician shall be provided by the Employer through its service provider to conduct the independent medical examination. The Employer shall provide the Member with the physician's name along with the date, time and location of the examination. The Member will provide written authorization for his/her physician to make available to the physician conducting the independent medical examination such information as that physician may require. The Employer will pay the full cost of the independent medical examination. Normally, the independent medical examination will take place during the Member's regular working hours and the Member shall suffer no loss of wages for taking part in the examination.
- 28.44** The precise details of the second medical opinion report generated from the independent medical examination shall be treated as confidential between the Member's physician(s) and the Employer's service provider. A summary of the information contained in the second medical opinion report (including the general nature of the disability and the statement(s) of the physician providing the independent medical examination regarding the effect the disability may have upon the Member in the workplace) shall be prepared by the Employer's service provider and provided to representatives of the Employer who require the information in order to make an informed decision concerning the Member's sick leave entitlement. In circumstances where additional details of the second medical opinion report are required by the Employer to address such matters as a request for an accommodation, such details shall be provided to the appropriate representatives of the Employer on a need-to-know basis, and the Member shall be notified that such additional details have been sought.
- 28.45** If the Member does not provide the written authorization referenced in Clause 28.43, or refuses to participate in the independent medical examination, his/her absence from work may be considered as unauthorized and consequently without pay.
- 28.46** After one hundred and eighty (180) calendar days sick leave, a Member is entitled to a maximum of two (2) years sick leave without pay if he/she is not eligible for benefits under the Long Term Disability plan, subject to providing reasonable medical documentation. If he/she is replaced while on such leave, his/her replacement's term of appointment shall be governed by Clause 9.06 and the Member may not return from sick leave to his/her regular duties before the replacement's contract has expired. If a Member recovers before the termination of the replacement's appointment and is not entitled to benefits under the LTD plan, the Member shall be assigned appropriate responsibilities consistent with Article 8 and after consultation between the Member and the Dean.
- 28.47** Members with **full-time** term appointments shall be eligible to receive paid sick leave at one hundred percent (100%) of salary and benefits for a maximum of **thirty (30) calendar days per year. Members with part-time term appointments and appointments of less than ten (10) months shall be eligible to receive a pro-rata share of thirty (30) calendar days per year.** Sick leave benefits are payable only during the term of the Member's appointment and shall cease at the end of his/her term.
- 28.48** Reinstatement of Sick Leave

When it is determined that a Member who has been absent on sick leave is able to return to work and has a reoccurrence of the same or related injury or illness, then the following shall apply:

(a) If the return is for at least **sixty (60)** calendar days, then the one hundred and eighty (180) calendar day count shall be reset, and the Member shall be eligible for one hundred and eighty (180) calendar days of sick leave in the event of injury or illness.

(b) If the return is for less than **sixty (60)** calendar days, then the Member shall return to sick leave and the remaining portion of the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the Member's return to work.

28.49 Wage Loss Replacement Benefits

28.49.1 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 employers. Members shall not receive combined wage loss benefits in excess of 100% of sick leave salary from the two sources for the same absence from work.

A Member who qualifies for wage loss replacement benefits from Manitoba Public Insurance shall either:

(a) continue to receive their regular salary, as if on sick leave, and have the wage loss replacement benefits reimbursed to the University and offset against the Member's salary so as to preserve the non-taxable nature of MPI benefits; or,

(b) if the process in (a) is problematic to either the Member or the Employer, the Member shall receive wage loss replacement benefit from MPI and the Employer will pay to the Member a top-up sick leave benefit equal to the difference between the Member's sick leave salary for the period of absence from work due to the injury and the MPI wage loss replacement benefits.

For the purposes of the Collective Agreement, the employee shall be considered as on sick leave for the duration of the entitlement to wage loss replacement benefits or until all sick leave entitlements have been used up, in which case the normal provisions of long term disability coverage shall apply.

Normal pension and benefits shall be continued based on the Member's regular salary while on paid sick leave.

28.49.2 Canada Pension Plan Disability Benefits

The Canada Pension Plan ("CPP") Disability Benefits provide a monthly benefit to individuals who are unable to work because of a disability. If approved by Service Canada, CPP Disability Benefits commence four (4) months after the date Service Canada finds the Member to be disabled under the CPP rules.

CPP Disability Benefits are payable regardless of the existence of sick leave benefits provided by employers. Members should not receive combined salary and wage loss benefits from more than one source in excess of 100% of salary for the same absence from work.

A Member who qualifies for CPP Disability Benefits shall provide the Employer with a copy of their CPP Disability Benefits Notice of Entitlement and shall reimburse the Employer an amount equal to CPP Disability Benefits received by the Member for any period of time during which the Member was in receipt of sick leave benefits from the Employer, such that the combined salary and wage loss benefits from all sources received by the Member during the period of receipt of sick leave benefits does not exceed one hundred percent (100%) of the Member's salary.

28.50

Holidays

(a) The following shall constitute paid holidays for all Members:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government. When any of the aforementioned days falls on a Saturday or Sunday, the Employer shall designate another working day which immediately precedes or follows a weekend or another declared holiday to be observed as a holiday in lieu thereof.

(b) A "floating" paid holiday shall be observed in lieu of Easter Monday. The **Vice-President, Human Resources, Audit and Sustainability** shall declare by March 1st the day the floating holiday is to be observed as a paid holiday in that year for all Members.

28.51

A Member requiring bona fide religious leave additional to the leave in sub-clause 28.50 (a) above shall, prior to September 30 each year or when employment begins after the beginning of the fall session in September within thirty (30) calendar days of active employment with the University, inform the Dean in writing the days required for such leave. A Member shall be entitled to three (3) additional bona fide religious holidays without loss of salary when they do not coincide with the holidays named in Clause 28.50 (a) above. The Member taking the leave agrees to provide adequate assignments to cover the period of absence from classes. Additional days granted by the Dean and taken by the Member shall be without pay.

28.52

Vacation

(a) Members appointed on a twelve (12) month basis shall be entitled to forty-four (44) working days vacation each year. Vacation dates shall be arranged so that they are mutually satisfactory to the Members and the Dean.

(b) Members appointed for less than twelve (12) months shall be entitled to vacation pay of six percent (6%) of wages to be paid on a bi-weekly basis.

ARTICLE 29: REDUCED APPOINTMENTS

29.01

A reduced appointment shall be defined as an appointment in which a Member on a voluntary basis carries a workload which is reduced by a mutually agreed factor and for a mutually agreed period of time. To be eligible Members must have a full-time tenured appointment and a minimum of ten (10) years service with the Collegiate immediately preceding the commencement of the proposed reduced appointment.

29.02

The maximum reduction in workload from full-time status shall be fifty (50%) and the maximum duration of the reduced appointment shall be determined by mutual agreement.

29.03

A written application for a reduced appointment shall be submitted to the Dean of The Collegiate by no later than March 1st prior to the academic year (September 1st through August 31st) in which the reduced appointment is requested to commence. The Dean shall forward his/her recommendations to the Vice-President (Academic). The Vice-President (Academic) shall forward his/her recommendations along with those of the Dean to the President. A decision on the granting of the reduced appointment shall be made by the President by no later than May 1st. The President shall inform the Member of the reduced appointment by letter, specifying in the letter the amount by which the appointment is to be reduced, the duties to be performed by the Member while on reduced appointment, and the duration of the reduced appointment.

- 29.04** A Member whose application for a reduced appointment is approved shall continue to be a Member of the bargaining unit and shall be covered by the Collective Agreement unless excluded by the MLB Certificate.
- 29.05** A Member whose application for a reduced appointment is approved shall have a base salary computed as if the Member were continuing on a full-time status. All relevant salary adjustments shall be applied to the base salary. The actual salary to be paid to the Member shall be pro-rated from the base salary in direct relation to the approved reduction in the workload for the reduced appointment.
- 29.06** A Member on a reduced appointment shall continue to participate in the University of Winnipeg Trusteed Pension Plan and other staff benefits provided in Article 23 Benefits. The Employer's and the Member's contributions and coverage shall be based on the base salary of the Member, except as provided in Clause 29.07. For pension purposes a Member on reduced appointment shall receive credited service in accordance with the terms of the University of Winnipeg Trusteed Pension Plan and subject to Canada Revenue Agency restrictions.
- 29.07** The contributions and coverage under the Long Term Disability plan shall be based on the Member's actual salary. The provisions of Clauses 28.41 – 28.47 shall also apply to such a Member, with payments being based on his/her actual salary.
- 29.08** A Member whose application for a reduced appointment is approved shall receive a letter of reduced appointment from the President which shall state:
- (a) the Member's current base salary;
 - (b) the Member's initial actual salary on the effective date of the reduced appointment;
 - (c) the commencement date of the reduced appointment;
 - (d) the duration of the reduced appointment;
 - (e) the percentage of workload;
 - (f) the workload responsibilities of the Member;
 - (g) any other terms and conditions related to the appointment.
- A copy of the letter of reduced appointment shall be forwarded to the Association.
- 29.09** The reduced appointment shall not take effect until and unless the Member indicates in writing to the President his/her acceptance of the reduced appointment and all its terms and conditions as specified in the letter of reduced appointment. Within ten (10) working days of receipt of the letter of reduced appointment from the President, the Member shall inform the President and the Association in writing of his/her decision to accept or reject the reduced appointment.
- 29.10** A Member on a reduced appointment may not, prior to the end of the duration of the reduced appointment, return to his/her former full-time appointment or change the percentage of workload without the approval of the President.
- 29.11** *Partial Leave: Reduced Workload with Pro-rated Salary*
Members shall be entitled to partial leave at any time upon application by the Member and upon recommendation of the Dean. The terms of the reduction shall be determined by the Dean in consultation with the Member.

Reduced workload means a reduction in the total academic responsibilities, including teaching and non-teaching duties, as normally carried out by Members.

29.12

A Member on partial leave shall:

(a) continue both as a member of the Faculty and a Member of the bargaining unit;

(b) be entitled to pro-rated employment benefits as plans allow and credits toward educational study leave;

(c) receive such adjustments to his/her salary as changes in this Collective Agreement during the period of the partial leave specify, and shall be eligible for the same salary adjustments as if he/she were employed full-time and for the same pro-rated teaching experience increments;

(d) be entitled to return to a full workload by giving one month notice, or at the beginning of the next academic term, as deemed appropriate by the Dean.

ARTICLE 30: DURATION AND RENEWAL

30.01

This Agreement shall commence **March 29, 2015** and terminate on **March 30, 2019**.

30.02

If either Party to this Collective Agreement should desire to renew or revise the Collective Agreement, then such Party shall give written notice thereof to the other, together with particulars relating thereto, not less than sixty (60) calendar days and not more than ninety (90) calendar days prior to the expiry date established in Clause 30.01.

30.03

If, during the term of this Collective Agreement, the Parties hereto shall mutually agree on a change, amendment or alteration to any of the provisions of this Collective Agreement, or if the Parties shall mutually agree on any additional conditions of employment, then the same may be added to this Collective Agreement in the form of a Letter of Understanding or a supplement hereto, and shall henceforth become part of this Collective Agreement.

THE COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This _____ day of the month of _____, 2015

For the UNIVERSITY OF WINNIPEG

For the UNIVERSITY OF WINNIPEG FACULTY
ASSOCIATION

“Annette Trimbee”

Annette Trimbee, President

“Richard Jochelson”

Richard Jochelson, President

“Marni Yasumatsu”

Marni Yasumatsu, Chief Negotiator

“Bonnie Talbot”

Bonnie Talbot, Chief Negotiator

“Laurel Repski”

Laurel Repski

“Lisa McGifford”

Lisa McGifford

“Richard Martin”

Richard Martin

“Kelly Livesley”

Kelly Livesley

“Gina Schiak”

Gina Schiak

“Shelley Mangiacotti”

Shelley Mangiacotti

LETTERS OF UNDERSTANDING

**THE BOARD OF REGENTS OF THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as "The University")**

and

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION (COLLEGIATE UNIT)
(hereinafter referred to as "The Association"),**

RE: SALARY DEFERRAL LEAVE PLAN

The Parties recognize that teaching is a demanding occupation and that teachers would value having the ability to plan for a leave that can be used for the purpose of personal rejuvenation.

Therefore, the Parties agree **that by September 15, 2015, a sub-committee of the LMC shall be struck to create a salary deferral** leave plan for teachers.

The **Sub-Committee** shall seek to develop a mutually agreeable recommendation on a self-funded leave option and to report on the outcomes of their deliberations to the **LMC not later than November 30, 2015.**

DATED this **1st day of June, 2015.**

 "Marni Yasumatsu"
FOR THE UNIVERSITY OF WINNIPEG

 "Bonnie Talbot"
**THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

EDUCATIONAL LEAVE APPLICATION FORM

Please review Article 28 (clauses 28.01 through 28.08 inclusive) to ensure that you meet the criteria for consideration for an Educational Leave. If you do, please fill out the form below, with as much detail as you feel is necessary to fully answer each question.

NOTE: Application Deadlines:

Leaves commencing following May/June
Leaves commencing following September

Deadline - October 1
Deadline - November 1

Member's Name

Member's Start Date as Regular Faculty

A. Proposed Program

Please outline the course of studies that you intend to pursue. If it is a degree program, please outline the nature of the courses and the focus that you intend to pursue.

B. Relationship of Program to Future Teaching at the Collegiate

Please outline how the program that you will be pursuing if granted an educational leave would provide a direct benefit to your teaching, and thus student learning at the Collegiate.

C. Timeline for Completion of Studies

Please outline your proposed timeline for the completion of your studies/degree.

D. Please provide any other relevant details or information that you feel would assist the committee in making its decision

Declaration of Intent:

I hereby declare that I am wishing to be considered for a:

_____ full educational leave

_____ partial educational leave

For the _____ - _____ academic year.

Member's Signature

Date

_____ Date Received by Dean of the Collegiate

Please note: Clause 28.08 outlines the process for consideration of applications for Educational Leave.

In the event that your application is not approved, the Dean will provide you with feedback as to what, if any, changes could be made to your application to improve the likelihood of success of future applications. A written summary of this feedback will be provided to you upon your request.