

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WINNIPEG**

**AND**

**THE UNIVERSITY OF WINNIPEG  
FACULTY ASSOCIATION**

**2013 - 2016**

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## **ARTICLE 1: DEFINITIONS**

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

<u>Academic Terms:</u>	<p>The three academic terms are as follows:</p> <p>(1) The <u>Fall Term</u> is the period during which courses are scheduled from September to December.</p> <p>(2) The <u>Winter Term</u> is the period during which courses are scheduled from January to April.</p> <p>(3) The <u>Spring/Summer Term</u> is the period during which courses are scheduled from April to <b>August</b>.</p>
<u>Academic Unit:</u>	Describes a Faculty, library, college, or other unit headed by a Dean, Director or other person excluded from the bargaining unit as managerial by the Manitoba Labour Board Certificate No. MLB-6362.
<u>Academic Year:</u>	The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.
<u>Administrator:</u>	A person in a non-academic administrative position such as Registrar, Executive Director or any other Administrator appointed by the Employer with responsibility for Members such as Counsellors and Coaches.
<u>Agreement:</u>	The Collective Agreement negotiated between the Employer and the Association.
<u>Associate Dean:</u>	An academic administrator of a Faculty who reports to the Dean of that Faculty, and shall function as his/her designate on specific Faculty matters.
<u>Associate Vice-President:</u>	An Associate Vice-President of the University.
<u>Association:</u>	The University of Winnipeg Faculty Association (UWFA or the Association).
<u>AUCC:</u>	The Association of Universities and Colleges of Canada.
<u>Board:</u>	The Board of Regents of The University of Winnipeg.
<u>CAUT:</u>	The Canadian Association of University Teachers.
<u>Chair:</u>	When printed with an upper case initial letter, the Chair of a Department of The University of Winnipeg.
<u>chair:</u>	When printed with a lower case initial letter, the person chairing a committee.
<u>College:</u>	A College is an Academic Unit that exists to promote particular areas of study or approaches to areas of study.

<u>Contract Academic Staff:</u>	A University of Winnipeg employee as described by Manitoba Labour Board Certificate No MLB-6361.
<u>Counsellor:</u>	A Member in Counselling Services of The University of Winnipeg with the rank of Instructor.
<u>Cross Appointment:</u>	An appointment of a Member to more than one (1) Department/Academic Unit.
<u>Dean:</u>	The academic administrator of a Faculty <b>or the Library</b> of The University of Winnipeg.
<u>Department:</u>	A Department in a Faculty established within The University of Winnipeg.
<u>designate:</u>	A person authorized to act on behalf of an officer of the University, an officer of the Association, a Chair of a Department, or a chair of a committee.
<u>Director:</u>	The Director of a program of study at The University of Winnipeg.
<u>Endowed Chair:</u>	A person holding a position for which the subvention arises from an endowment specifically for this purpose.
<u>Employer:</u>	The University of Winnipeg as represented by the President and as designated or delegated to a Vice-President, Dean or Administrator.
<u>Faculty Member:</u>	A Member who is not a Counsellor, with the rank of Lecturer, Assistant Professor, Associate Professor or Professor.
<u>Instructor:</u>	A Member with the rank of Instructor I, Instructor II or Instructor III.
<u>Joint Appointment:</u>	An appointment of a Member holding a position at The University of Winnipeg and another institution.
<u>Lecturer:</u>	A Member who is appointed while engaged in the process of completing a doctoral degree.
<u>Librarian:</u>	A Member with the rank of Librarian I, Librarian II, Librarian III or Librarian IV.
<u>Member:</u>	When printed with an upper case initial letter, a Member of the bargaining unit.
<u>member:</u>	When printed with a lower case initial letter, a member of a committee.
<u>Parties:</u>	The Employer and the University of Winnipeg Faculty Association.
<u>President:</u>	The President of The University of Winnipeg.
<u>Principal:</u>	The academic administrator of a College of The University of Winnipeg.
<u>program:</u>	A course of study approved by Senate and leading to a degree.

<u>Research Committee:</u>	The Senate Committee charged with allocating University funds to Member applicants for research grants and research- related travel grants.
<u>salary:</u>	The base salary rate paid annually to a Member, excluding any stipend, unless the context requires or specifies otherwise.
<u>Senate:</u>	The Senate of The University of Winnipeg.
<u>Term Appointment:</u>	A Member who is appointed without a continuing, probationary or tenured appointment.
<u>University:</u>	The University of Winnipeg.
<u>Vice-President:</u>	A Vice-President of The University of Winnipeg.
<u>Working Day:</u>	A day when the University is open, exclusive of Saturdays, Sundays and holidays.

## **ARTICLE 2: PREAMBLE**

- 2.01 The Parties recognize that the purposes and objectives of the University are:
- (1) the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge to be achieved principally through teaching, scholarship and research;
  - (2) the development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
  - (3) the encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and comprehension;
  - (4) the provision of an environment which will support the intellectual, cultural, spiritual and physical development of students;
  - (5) the provision of an environment that promotes the full and equal participation of all people in the life of the University as students and/or employees; and
  - (6) the promotion and execution of the general work of the University.
- 2.02 The Parties agree to cooperate in encouraging, at the University, a climate of freedom, responsibility and mutual respect in the pursuit of the goals described in Clause 2.01.
- 2.03 The objectives of this Agreement are to promote harmonious relations between the Parties in order to achieve the above purposes and to facilitate the peaceful settlement of all disputes, misunderstandings and grievances.



**ARTICLE 3: RECOGNITION**

The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members within the bargaining unit as described in the Manitoba Labour Board Certificate No. MLB-6362.

**ARTICLE 4: LABOUR MANAGEMENT COMMITTEE (LMC)**

4.01 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to maintain a Labour Management Committee (LMC).

4.02 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 32. 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, or to joint Employer-Association committees, required to bring into effect and implement the provisions of this Agreement.

4.03 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.

4.04 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.
- (i) The LMC shall meet eight (8) times per year, but may meet more or less often by mutual agreement of the chairs, or, on five (5) days' notice, at the call of either of the chairs.
- (ii) Minutes shall be taken at these meetings.

4.05 The Parties may, by mutual consent, expand the LMC, or create subcommittees of the LMC. The membership and procedures of subcommittees shall be determined by the LMC, subject to the condition that at least two (2) members of each subcommittee, one (1) from the Association and one (1) from the Employer, shall be members of the subcommittee, and that the chair of a subcommittee shall be chosen from among the members of the LMC serving on the subcommittee.

4.06 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.

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

**ARTICLE 5: AMENDMENTS TO THE UNIVERSITY OF WINNIPEG ACT**

- 5.01 The Parties agree to arrange for joint consultation on any submission to the Government of Manitoba with respect to the ***University of Winnipeg Act C.C.S.M. chapter U70*** including amendments to the ***Act***, with a view to making a joint submission. If no agreement can be reached, each Party may submit its own independent submission.
- 5.02 Further, the Employer agrees to inform the Association of the details of correspondence between the Government of Manitoba and the Board or its agents with respect to the ***University of Winnipeg Act***, within five (5) **Working Days** of receipt of the correspondence.

**ARTICLE 6: AMALGAMATION, CONSOLIDATION OR MERGER**

- 6.01 Before the Employer contracts with another educational institution to amalgamate Departments, programs or Faculties, it shall notify the Association and shall provide it with an opportunity to make representations to the Employer regarding any such proposal.
- 6.02 In the event of an amalgamation, consolidation or merger of the University or any of its constituent units or subunits with another educational institution, the Employer shall ensure that benefits granted to Members by this Agreement are maintained.

**ARTICLE 7: ACADEMIC FREEDOM**

- 7.01 The search for knowledge and its free exposition are fundamental characteristics of the continuing self-examination necessary to maintain a dynamic, free and vital society. In this context, Members shall not be hindered in the exercise of academic rights and shall be entitled to academic freedom. Academic freedom includes the right, without restriction by prescribed doctrine, to learn; freedom to teach and discuss; freedom to carry out research and disseminate and publish the results thereof; freedom to produce and perform creative works; freedom to engage in service to the institution and the community; freedom to express one's opinion about the institution, its administration, or the system in which one works; freedom from censorship by either Party.
- 7.02 Academic freedom does not require neutrality. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depends in part upon the freedom being used in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Academic freedom implies a respect for the rights of others, a tolerance of other points of view and a duty to use that freedom in a responsible manner.
- 7.03 The Parties agree to uphold and to protect the principles of academic freedom and not to infringe unlawfully or unreasonably upon nor to abridge the academic freedom of any Member. Academic freedom does not confer legal immunity, nor does it diminish in any way the obligation of Members to meet their responsibilities and to conduct themselves in

a manner consistent with this Agreement as a whole. A Member who is found to be acting reasonably and lawfully and in accordance with this Article on academic freedom, shall not be subject to any disciplinary action as defined in Article 31 in response to that conduct.

**ARTICLE 8: NON-DISCRIMINATION AND FREEDOM FROM HARASSMENT**

**Non-Discrimination and Freedom from Harassment**

- 8.01 Except where otherwise provided for by this Agreement, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any employee in regard to any matter including but not limited to salaries, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, leaves, employee benefits, or any other terms and conditions of employment except for such distinction, exclusion, limitation or protection as may meet the criteria of a bona fide occupational requirement under law.
- 8.02 The Parties to this Agreement have a duty not to harass or discriminate, as defined, in legislation and in the University of Winnipeg Respectful Learning and Working Environment Policy, and shall not behave in a manner that produces, contributes to or perpetuates a learning or working environment that tolerates harassment or discrimination.
- 8.03. The Parties to this Agreement declare that they do not condone harassment or discrimination as defined in the University of Winnipeg Respectful Learning and Working Environment Policy. Allegations of harassment or discrimination will be dealt with in accordance with procedures established by the Employer in the University of Winnipeg Respectful Learning and Working Environment Policy.
- 8.04 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 9: EXISTING PRACTICES**

- 9.01 With respect to matters not covered by this Agreement, the Employer shall not diminish or impair, during the term of this Agreement, any benefit or privilege respecting terms or conditions of employment provided by official University bodies' by-laws or policies as of the effective date of this Agreement.
- 9.02 Subject to conditions hereinafter set forth, the Employer agrees that, during the term of this Agreement, it shall not establish new by-laws or policies which effect a general change in terms and conditions of employment, without the agreement of the Association.
- 9.02.1 Notwithstanding the foregoing, where the Employer proposes to establish a new by-law or policy or change an existing by-law or policy to comply with the law, which does not effect a general change in terms and conditions of Members' employment, but which has disciplinary consequences for Members or which affects the rights, duties and

responsibilities of Members as set forth in this Agreement, the Employer shall consult the Association.

- 9.02.2 The consultation referred to in section 9.02.1 requires the Employer to notify the Association within a reasonable period of time if it plans to establish or change a policy or by-law. The Employer shall forward to the Association a draft of the proposed by-law or policy and give the Association one (1) month or twenty (20) **Working Days**, whichever is longer, from the date of its receipt of the proposal to provide the Employer with the Association's comments in writing. The time period may be extended with the mutual agreement of the Employer and the Association. The Parties shall meet at their mutual convenience to discuss the draft and the Association's comments before finalizing the policy or by-law.
- 9.03 Where a Member seeks to rely on any general existing practice or policy pursuant to Clause 9.01 as a term or condition of employment, the onus shall be on that Member to establish the existence of such practice or policy as being reasonable, certain and known.
- 9.04 The Employer acknowledges the importance of maintaining a climate in which the academic functions of Members can be effectively carried out, and will provide an appropriate level of facilities and services. The Employer agrees that existing services and facilities currently provided to Members will be maintained insofar as is practicable and reasonable within the limits of the University budget and the terms of this Agreement.

#### **ARTICLE 10: RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

- 10.01 The Employer agrees to provide the Association with an office, telephone extension to the switchboard, and the normal and reasonable use of the internal mail service. Other services including, but not limited to, long distance calls, external mail, photocopying, printing and typing shall be provided at internal rates. Priority for these services will be on the same basis as is afforded other internal users.
- 10.02 Members of the Association shall have the right during the regular working day to participate in Association meetings on the same basis as attending other University meetings, and to transact Association business provided that such participation and business transactions do not interfere with nor interrupt the Member's performance of his/her obligations, duties and responsibilities to the University pursuant to this Agreement.
- 10.03 The Employer agrees that the President of the Association shall have a teaching load reduction of two (2) full course equivalents (FCE), or in the case of a non-teaching member in the role of President an equivalent reduction in workload. Either of these reductions shall be at the Employer's expense. The identity of the two (2) FCE shall be determined by the appropriate Dean/Administrator, in consultation with the President of the Association and the Chair/Director/ of the Department/Unit. In consultation with the Department/Unit, the Employer shall arrange for the continuation of essential duties.
- 10.04.01 The Employer agrees to up to four (4) FCE reductions in normal teaching load, or in the case of Members in non-teaching positions an equivalent reduction in workload, for Members named by the Association to serve the Association.
- 10.04.02 In Academic Years in which the Parties are engaged in collective bargaining, the

Association shall be entitled to an additional one and one-half (1.5) FCE release.

- 10.04.03 The releases specified in Clauses 10.04.01 and 10.04.02 are subject to the following terms and conditions:
- (1) The Association shall inform the Employer of the names of all officers for whom release time is required, the amount of release time (.5 or 1 FCE) for each officer and the Academic Term for the release time (if applicable) within ten (10) **Working Days** of their election;
  - (2) The Association shall inform the Employer of the names of any other Members for whom release time is required, the reason for the release, the amount of release time (.5 or 1 FCE) and the Academic Term for the release time (if applicable) as soon as possible;
  - (3) The Association shall inform the Employer of the name(s) of the Member(s) for whom release time is required for bargaining, the amount of release time (.5 or 1 FCE) and the Academic Term for the release time (if applicable) within ten (10) **Working Days** of their appointment to the bargaining team;
  - (4) The Dean and the Member shall establish the terms of the release, that shall be acceptable to both
  - (5) No Member shall be entitled to more than one (1) FCE release in any Academic Year in which the Parties are not engaged in collective bargaining;
  - (6) In Academic Years in which the Parties are engaged in collective bargaining, a Member shall be entitled to up to one and one-half (1.5) FCE releases;
  - (7) Payment by the Association for releases at the rate specified in Clause 28.10(a) (Overload Stipends) shall accompany the notice from the Association required in this Clause 10.04.
- 10.05 Any **Member**, including the President and Vice-President, has the right to attend open meetings of the Board of Regents and the Senate. If the President or Vice-President of the Association wishes to address either body, he/she must obtain the prior approval of the chair. The President and Vice-President of the Association shall withdraw from the closed meetings of the Board when items considered relate to labour relations within the University.
- 10.06 On the invitation of the Association, representatives of other professional associations and other persons doing business with or for the Association shall have the right of free and reasonable access to the University during such hours as the University is open.
- 10.07 The dues established by the Association shall be deducted by the Employer from the salary of each Member.
- 10.08 No later than ten (10) **Working Days** after **the last pay period of the month**, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted, shall be remitted to the Treasurer of the Association. An annual statement of the Association dues which have been deducted from his/her salary during the calendar year shall be provided to each Member on his/her T4 Income Tax slip by February 28 of each year.

- 10.09 The Association shall advise the Vice-President (Human Resources), in writing, of any change in the dues of the Association prior to the first day of the month in which the change is to become effective.
- 10.10 In the event that the Association receives dues on account of an employee who is not a Member, or, if on account of a Member, in excess of the amount required, the Employer agrees to reimburse or credit the employee, as the case may be, for the amount so received in error by the Association, and shall deduct that amount from the following month's cheque to the Treasurer of the Association. The Employer shall not be held liable for the wrongful deduction of money for Association dues resulting from an error in the Association's instructions.
- 10.11 Service of a Member on behalf of the Association shall be considered as service to the University and may be used in any assessment of the Member's academic and professional activities including but not limited to promotion, tenure, continuing appointment, reappointment and discretionary salary increases.
- 10.12 The President of the Association shall inform the President and the Vice-President (Human Resources) of the names of Members holding official positions in the Association and of other Members selected for responsibilities pursuant to this Agreement within five (5) **Working Days** of their selection.
- 10.13 The Employer agrees to have the Collective Agreement printed. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of copies required by each Party.
- 10.14 The Employer shall provide a candidate offered a position in the UWFA Regular Academic Staff Unit with an electronic link to the Agreement. The candidate shall be informed that a hard copy will be provided upon request.
- 10.15 Correspondence between the Parties with respect to the administration of this Agreement shall be between the President of the University and/or the Vice-President (Human Resources), and the President of the Association addressed to the Association's Office.
- 10.16 The University's internal mail service shall be the normal means of delivering mail associated with the administration of this Agreement.

**ARTICLE 11: ACCESS TO INFORMATION**

- 11.01 Within ten (10) **Working Days** of a written request from the President of the Association, Human Resources shall provide him/her with all the information required by statute. Each such request should include a reference to the statute and section under which the request is made.
- 11.02 Within ten (10) **Working Days** of a written request to Human Resources from the President of the Association, Human Resources shall provide him/her all of the information which is reasonably required by the Association for the purpose of negotiating a Collective Agreement.
- 11.03 (1) Members
- (a) Human Resources shall provide the Association Office with the following information **for the preceding Academic Year** by October 1 of each year:

- (i) a list of all Members including name, rank, years in rank, birth date, years of service, type of appointment, year of appointment, current salary, current market supplements, year of first and last degree, highest degree earned, and in the case of change, additional degree and type of appointment;
  - (ii) a list of academic staff excluded from the bargaining unit with the same information in the form specified in Clause 11.03 (1)(a)(i) for Senate-appointed Faculty Members on the Board excluded from the bargaining unit; **and**
  - (iii) a list of staff with a term appointment, which shall include name, rank, number of terms of service at the University, and highest degree earned. This list shall include a calculation of the percentage of total FCE taught by Members on term appointments;
- (b) Human Resources shall provide the Association with the following information:**
- (i) a list of all Contract **Academic Staff in accordance with the provisions of the collective agreement between the University and The University of Winnipeg Faculty Association (Contract Academic Staff); and**
  - (ii) **by August 1 a report which** includes a calculation of the percentage of the total number of FCE taught by Contract Academic Staff. This calculation shall incorporate the Fall, Winter, and Spring/**Summer** Terms of the **current** academic year;
- (c) Human Resources shall provide the Association Office with the following information within ten (10) Working Days of approval by the Employer or its designate:**
- (i) the names of Members who have been granted renewal or change in appointment, tenure or continuing appointment, or promotion; and
  - (ii) a list of all Members by Department/Unit who have been granted leave, the type of leave, the effective dates of leave, salaries and stipends or proportion of salary continuance during the leave.

(2) Appointments

The Employer acknowledges its obligations under Article 23 to give notice to the Association.

(3) Printed/ **Electronic Copies of Materials**

- (a) At the same time that the agendas, meeting materials and minutes of open meetings of Senate are sent to the members of the Senate, the University Secretary shall provide these materials to the Association.
- (b) When the agendas, meeting materials, and minutes of Board meetings are provided to members of the Board, they shall also be provided to the Association except where materials deal with confidential matters of labour relations.

- (c) Communications shall provide a copy of each official University publication which will include, but need not be limited to, the following: *The University of Winnipeg Journal*, *The University of Winnipeg Annual Report* and any other newly created similar publications.
- (d) The Office of the Vice-President (Finance and Administration) shall provide, at the same time as general distribution occurs within the University, a copy of the University of Winnipeg Telephone Directory.
- (e) The **University** Secretary and General Counsel Office shall provide, at the same time as such lists are provided to the Board, a current list of the members of the Board including name, term and type of appointment, and the Board committees on which they serve.

(4) Requests From Government

- (a) Within five (5) **Working Days** of receipt, the Association shall be provided with a copy of a request from any government or para-government agency or commission for a formal University submission when such a request directly relates to the terms and conditions of employment of Members pursuant to this Agreement.
- (b) Within five (5) **Working Days** of receipt, a copy of a request from any government or para-government agency or commission for statistical information concerning Members and, shall provide the Association, a copy of the submission in response to such request.
- (c) The Employer agrees to consult with the Association on any University submission to a government or para-government agency or commission when such submission directly relates to the terms and conditions of employment of Members pursuant to this Agreement. The Parties may agree to a joint submission.

11.04 The Parties agree that in complying with the requirements of Clauses 11.02 and 11.03, 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 which could reasonably prejudice the Employer's negotiating policy. The Employer shall not be required to supply confidential information except as otherwise provided in this Agreement.

11.05 Human Resources will provide the Association within five (5) **Working Days** of receipt of the following information with respect to benefit plans for Members:

- (1) Any change in the names of employee benefit consultants, insurance brokers, and carriers of employee benefit plans for Members;
- (2) A copy of each actuarial report on the pension fund as well as any other actuarial tests and valuations performed for any reason.

11.06 The President of the Association shall provide the Employer with the following information **concurrent with distribution to Members**:

- (1) A copy of each Association Newsletter;
- (2) A current list of the executive of the Association; and
- (3) A copy of the agenda and the minutes at the time of distribution, of open meetings of the Association.



**ARTICLE 12: MANAGEMENT RIGHTS**

- 12.01 The Association recognizes, without excluding any other management rights not specifically set forth, that it is the right of the Employer to plan, co-ordinate and direct its resources, to assign duties and to manage the affairs of the University in accordance with all of the powers, authorities, rights and privileges set down in the ***University of Winnipeg Act***.
- 12.02 The Employer agrees to exercise its management rights and functions in a manner that is fair, reasonable, in good faith and consistent with the provisions of this Agreement as a whole.

**ARTICLE 13: THE DEPARTMENTAL PERSONNEL COMMITTEE AND THE TENURE, PROMOTION, AND CONTINUING APPOINTMENT COMMITTEE – Effective April 1, 2015**

Departmental Personnel Committee

- 13.01 The Departmental Personnel Committee (DPC) shall have the following responsibilities:
- (1) conduct an annual evaluation of a Member's activities and performance and provide recommendations in accordance with the procedures in Article 14;
  - (2) provide recommendations in accordance with the procedures in Article 23 - Appointments;
  - (3) **provide an evaluation and recommendation regarding applications for research/study leave; and**
  - (4) **by October 1<sup>st</sup> of each year provide the Dean with a list of at least five (5) Members of the Department (or where necessary, a closely related discipline) as nominees for the TPCAC that will consider applications from the Department for tenure/promotion and continuing appointment each year. In formulating the list, the DPC shall have due regard to the applications that have been submitted that year from the Department and take into account appropriate ranks, expertise and potential conflicts of interest and reasonable apprehension of bias.**
    - (a) **In order to consider applications for tenure/ promotion to Associate Professor, committee members must hold tenure.**
    - (b) **In order to consider applications for promotion to Full Professor, members must be tenured and at least one (1) Full Professor shall be on the committee.**
    - (c) **When an Instructor is an applicant, the committee shall be augmented by an Instructor who holds continuing appointment (if an Instructor is not already a committee member) for consideration of the Instructor application(s).**
- 13.02 (1) The DPC shall be elected annually by and from the Members in each Department/Program, the Library, the Faculty of Education, the United Centre for

Theological Studies, the Faculty of Kinesiology and Counselling Services. Members of the DPC shall ensure, insofar as is reasonably possible, that they are available to fulfill their responsibilities as members of the DPC throughout its proceedings. The majority of the DPC shall have probationary, tenured or continuing appointment. Members may be elected for a one (1) or two (2) year term. The size of the Committee, quorum and the method of election shall be determined by each such Department/Unit, except that, where practical:

- (a) when an appointment is being made to faculty with rank pursuant to Clause 23.14, the DPC shall have a majority of members who hold rank pursuant to Clause 23.14; and
  - (b) when an appointment is being made to the rank of Instructor, the DPC shall have a majority of members who hold rank pursuant to Clause 23.14 and shall include at least one (1) Instructor Member where possible.
- (2) When the above conditions cannot be met, the Department/Unit shall work out with the Dean/Administrator a mutually acceptable arrangement for a DPC. The composition of this DPC shall be ratified by a Memorandum of Agreement.
- 13.03 (1) The Chair/Director or Dean/Administrator shall be responsible to ensure that the DPC is formed.
- (2) The Chair/Director of a department/program shall serve as a member of the DPC with the right to participate in all deliberations of the Committee, but he/ she shall not chair the Committee or have voting rights.
- (3) The DPC shall elect one (1) of its members as chair, who shall have full voting rights.
- (4) By September 15, the Chair/Director (or in the case of Education/Theology/Counselling Services or the Library, the elected chair of the DPC), shall forward to the Dean/Administrator a list of the members of the DPC, including the name of the chair.
- (5) The DPC shall determine its own procedures, including balloting, in fulfilling its responsibilities pursuant to Articles 14 and 23, and these procedures shall be communicated in writing to the Dean/ Administrator by October 15. The Dean/ Administrator shall communicate to the DPC, in writing, any concerns he/she may have with respect to DPC procedures, by October 31.
- (6) In the Department of Athletics, the Director shall not be a member of the Committee but shall ensure that the Committee is formed.

#### **Tenure/Promotion and Continuing Appointment Committee (TPCAC)**

- 13.04 **The Tenure/Promotion and Continuing Appointment Committee (TPCAC) for each Faculty** shall have the following responsibilities:
- (1) to provide recommendations on applications for promotion from Faculty, Counsellor, Librarian and Instructor Members (and non-Members with rights of return to the bargaining unit whose applications are referred to the **TPCAC** by the Employer in accordance with the procedures in Article 25); and
  - (2) to provide recommendations on applications for continuing appointments from

Counsellor, Librarian and Instructor Members, in accordance with the procedures in Article 24.

**13.05 Deans shall be responsible for establishing a TPCAC in their respective Faculties to consider Faculty, Counsellor, Librarian and Instructor Members for promotion (which shall include promotion with tenure) and continuing appointment.**

**13.06 The TPCAC shall be structured as follows:**

- (1) The Dean shall serve as the non-voting chair of the TPCAC.**
- (2) The applicant's Chair shall be a non-voting member of the TPCAC.**
- (3) The Dean shall appoint two (2) Faculty Members as nucleus members of the TPCAC, who shall normally be from the Dean's Faculty and shall normally be from different departments. The nucleus members shall normally serve for a period of two (2) years, and shall not serve concurrent or successive terms.**
- (4) By October 31<sup>st</sup> of each year, the Dean shall appoint members from the Faculty to serve on the TPCAC to consider applications from members of each Department. Normally, the Dean, in consultation with the Chair, shall select three (3) committee members from each Department (or where necessary, a closely related discipline) from the list of five (5) names provided by the DPC for each Department. In appointing TPCAC members, the Dean shall have due regard to the applications coming forward that year from the Department and take into account appropriate ranks, expertise and potential conflicts of interest and reasonable apprehension of bias. In order to consider applications for promotion with tenure to Associate Professor, committee members must hold tenure. In order to consider applications for promotion to Full Professor, members must be tenured and at least one (1) Full Professor shall be on the committee. When an Instructor is an applicant, the committee shall be augmented by an Instructor who holds continuing appointment (if an Instructor is not already a committee member) for consideration of the Instructor application(s).**
- (5) Applicants for promotion or continuing appointment shall not be members of the Committee.**

**13.07 TPCAC Procedures:**

- (1) The Dean shall ensure that the TPCAC fulfills its responsibilities pursuant to Articles 24 and 25 Voting shall be by secret ballot with no abstentions allowed.**
- (2) For information, the Dean shall provide members of the TPCAC with the criteria of qualitative and/or quantitative measurements in the three areas of evaluation developed by the DPC for the applicant's Department for the purpose of annual evaluations pursuant to Article 14.19(2) of the Agreement.**
- (3) The Dean shall be responsible for ensuring that the TPCAC process is fair, with**

particular regard to conflicts of interest and circumstances that could create a reasonable apprehension of bias for the applicant. The Dean shall have the authority and responsibility to replace a committee member for consideration of any application where there is a conflict of interest or reasonable apprehension of bias.

- (4) The Dean shall designate one of the nucleus member of the TPCAC to prepare a written summary for each application considered that shall include a record of the Committee members in attendance, a numerical record of the vote, and TPCAC's recommendation and the reasons therefor. At the conclusion of the TPCAC's deliberations, the written summaries shall be placed on file in the office of the Dean/ Administrator of the Faculty.

13.08 Confidentiality

Except as provided in this Agreement, the deliberations and recommendations of the DPC and **TPCAC** shall be confidential.

**ARTICLE 14: RIGHTS AND RESPONSIBILITIES OF MEMBERS – Effective April 1, 2015**

14.01 Members shall have the right to participate in the activities of their learned professions and societies.

14.02 Search or review committees shall be established to advise on positions including those of: President, Vice-President(s), Associate Vice-President(s), Dean(s), Associate Dean(s), Principals, newly created similar Academic Administrator positions, and, where feasible, acting positions. At least one Member in the constituency affected 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.

14.03 Members shall, in their published work(s), indicate their affiliation with the University and any reliance on the work and assistance of colleagues and/or students.

14.04 When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the exercise of academic freedom. Unless otherwise authorized, the Member shall not purport to speak or act on behalf of the Employer, but shall have the right to indicate his/her status within and affiliation with the University.

14.05 Pursuant to Article 16, the Member has the right to a healthy and safe environment in which the academic functions can be carried out effectively in accordance with this Article.

14.06 Members who receive requests for references shall deal with them in a fair and expeditious manner. The Member shall clearly state that the reference is the Member's professional opinion.

14.07 Rights and Responsibilities of Faculty Members

A Faculty Member's professional obligations and responsibilities to the University shall encompass: teaching; research, scholarly, professional or creative activity; and service

to the University. Members have the right to engage in service external to the University. While the pattern of these duties may vary between disciplines/professions and may vary from individual to individual, they constitute the Faculty Member's principal obligations during the academic year and include responsibilities as follows:

(1) Teaching

A Faculty Member shall carry out his/her responsibility for teaching with fair and ethical dealings with students, be available to students for academic consultation, inform students adequately regarding course formats, assignments, and methods of evaluation, maintain teaching schedules in all but exceptional circumstances, inform students adequately of any necessary cancellation and rescheduling of instruction, and adhere to the schedules for submission of grades and evaluations by his/her Department/Unit, and act in conformity with the Senate regulations. Faculty Members shall exercise with discretion, their right to insist upon order in the classroom and safety in the laboratory and to evict disrupters and/or those persons who pose a threat to themselves or others. In Departments in which there are honours and/or graduate programs, supervision of student research and thesis preparation and participation in the evaluation of theses are integral parts of teaching responsibilities of Faculty Members.

(2) Research

A Faculty Member shall be entitled to and expected to devote a reasonable proportion of his/her time to research and scholarly or creative work consistent with his/her discipline/Department/Unit. The Faculty Member shall have the right to seek University support and/or research/study leave for such research/scholarship as is undertaken. He/she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures, and other appropriate means.

(3) Service

Service to the University is performed by Faculty Members through participation in the decision-making bodies of the University, and through sharing in the necessary administrative work of their Department/Units, the University, or the Association. In performance of these collegial and administrative activities, Faculty Members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination, and shall not infringe upon their colleagues' academic freedom. Service external to the University means work within the community at large in which the Member makes a contribution by virtue of special academic competence. When addressing themselves to the community at large, Members retain the responsibility for seeking and stating the truth. A Member's positions and opinions are personal except when he/she is specifically authorized to speak on behalf of the University.

14.08

Rights and Responsibilities of Librarian Members

A Librarian Member's professional obligations and responsibilities to the University shall encompass: the management and delivery of information resources and services to Library users; scholarly and/or applied contributions to the fields of library and information science; and service to the University. This Agreement acknowledges that because of the continuing transformation of the profession and the library environment, Librarian Members have the right and obligation to keep abreast of developments in library and information science, through continuing education and professional development in order

to meet the academic information needs of the University community and to progress in their careers. While the distribution of individual duties and responsibilities may vary from time to time and individual to individual, the following constitute the Librarian Member's principal obligations during the academic year:

- (1) A Librarian Member's principal responsibility is to support the teaching and research needs of the University community through professional practice for the University Library. A Librarian Member shall carry out his/her responsibilities in a fair, ethical and professional manner, ensure that the Library's resources and services are accessible, foster a free exchange of ideas and shall not impose or permit censorship.
- (2) Librarian Members will maintain a current knowledge of and professional proficiency in the operation of an academic library/information service, including the acquisition, development, description, delivery and preservation of information resources and services, as appropriate to the individual responsibilities of the Librarian Member.
- (3) Consistent with their principal responsibilities, Librarian Members shall seek to maintain the highest possible standards of professional knowledge and expertise, having the right to participate in the activities of their professional associations/societies, and to seek support from the Employer to achieve these objectives. Librarian Members shall also have the right to engage in scholarly and/or professional activity related to library and information science in general, or as it pertains to the area(s) of specialization that form part of their duties. The purpose of this activity, to which a Librarian Member is entitled to devote a reasonable portion of his/her time, and for which he/she may seek University support and/or research/study leave for the research/scholarship/creative work undertaken, is to increase knowledge, understanding, and practice and/or to improve his/her professional competence. Librarian Members shall make reasonable efforts to make the results of such work accessible to the scholarly and general public through means appropriate to the discipline or field, including publications, lectures and practical applications.
- (4) Participation in the decision-making bodies of the University, or the Association, and/or sharing in the administrative work of the Association, and sharing in the administration of the Library, including participation in the Librarians' Committee as described in the Letter of Understanding in the Appendices to this Agreement, shall constitute service to the University for Librarian Members. In performance of these collegial and administrative activities, Librarian Members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination, shall not infringe upon their colleagues' academic freedom, and shall observe appropriate principles of professional behaviour.
- (5) Librarian Members shall exercise with discretion their right to insist upon order in the Library.

14.09

#### Rights and Responsibilities of Counsellor Members at the Rank of Instructor

A Counsellor Member shall be responsible for:

the provision of individual and group sessions in the area of educational, vocational and personal counselling. With the exception of emergency situations, scheduled sessions shall be made available on a reasonable and fair basis with adequate notice being given for any necessary cancellation. Counsellor Members shall exercise with discretion their right to insist upon order in the counselling area.

- (1) Counsellors shall have the right to seek University support and/or study leave to improve their training in the area of Counselling. The Member shall endeavor to make the results of such training accessible to the University community and general public through publications, lectures, and in a manner appropriate to the work of Counsellors.
- (2) Counsellor Members shall serve on committees when requested by the Registrar/Vice-President, to an extent reasonable and consistent with their responsibilities, when added to other non-counselling duties.

#### 14.10

##### Rights and Responsibilities of Instructor Members

An Instructor Member's responsibilities to the University shall encompass teaching and service to the University. Members have the right to engage in service external to the University. Instructor Members shall undertake such other activities that are consistent with this Agreement. Instructor Members are not expected to conduct research or scholarship other than that directly related to their teaching duties. All Instructor Members shall have the following rights and responsibilities:

- (1) Teaching
  - (a) Instructor Members shall carry out their responsibility for teaching with fair and ethical interaction with students, be available to students for academic consultation, inform students adequately regarding course formats, assignments, and methods of evaluation, maintain teaching and laboratory schedules in all but exceptional circumstances, inform students adequately of any necessary cancellation and rescheduling of instruction, adhere to the schedules set by the Department for submission of grades and evaluations, and act in conformity with the Senate regulations.
  - (b) Instructor Members shall devote their energies to ensure their professional development as effective teachers.
  - (c) It is the responsibility of Instructor Members to teach courses which fall within their area(s) of professional competence and which are, after consultation with the Dean and the Member, assigned to them by the Chair/Director pursuant to this Agreement.
  - (d) Instructor Members shall have the responsibility to organize and structure classroom and laboratory activities within the limits set by available facilities and to adopt reasonable means to maintain a learning environment which is both productive and orderly. Instructor Members shall exercise with discretion their right to insist upon order and safety in the classroom/laboratory and to evict disrupters and/or those persons who pose a threat to themselves or others.
  - (e) Instructor Members shall prepare, organize and revise teaching material in

accordance with appropriate Departmental/Program guidance.

- (f) When requested, Instructor Members shall assist in the training of teaching assistants/demonstrators, to an extent reasonable and consistent with devoting themselves primarily to their assigned teaching responsibilities.

(2) Service

- (a) Instructor Members shall have the right to attend and take part as voting Members in Departmental meetings.

- (b) Service to the University is performed by participation in the decision-making bodies of the University, and through sharing in the necessary administrative work of their Department/Units, the University or the Association. When performing these collegial and administrative activities, Instructor Members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination, and shall not infringe upon their colleagues' academic freedom. Service external to the University means work within the community at large in which the Instructor Member makes a contribution by virtue of special academic competence. When addressing themselves to the community at large, Instructor Members retain the responsibility for seeking and stating the truth. Instructor Member's positions and opinions are personal except when he/she is specifically authorized to speak on behalf of the University.

(3) Research (Non-Obligatory)

- (a) Although it is not expected that the conduct of research/scholarship will constitute one of the functions performed by Instructor Members, they shall have the right to seek University support and/or research/study leave for such research/scholarship as is undertaken. The Member shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means.

14.11

Rights and Responsibilities of Coach and Athletic Therapist Members

The role of Coach and Athletic Therapist Members shall be to teach and coach. Coach and Athletic Therapist Members shall undertake such other activities that are consistent with this Agreement. Coach and Athletic Therapist Members are not expected to conduct research or scholarship other than that directly related to their teaching or coaching duties. All Coach and Athletic Therapist Members shall have the following rights and responsibilities:

- (1) The Coaching and Athletic Therapist functions shall consist of, but are not limited to, those duties and responsibilities described in the job descriptions developed in consultation with the respective Member(s) and the Director. These job descriptions shall be found in the Appendices to this Agreement.
- (2) Changes in the scope and/or specific duties and responsibilities of the Coach and/or Athletic Therapist Member during the term of this Agreement may be



established through joint agreement between the respective Member(s) and the Director.

- (3) When these Members teach a course, their teaching duties and responsibilities shall be those as defined in Clause 14.10(1).

#### 14.12 Rights and Responsibilities of the Director of Student Teaching

- (1) The professional obligations and responsibilities to the University of the Director of Student Teaching shall consist of, but are not limited to, those duties and responsibilities described in the job description developed in consultation with the Member and the Dean of Education. This job description shall be found in the Appendices to this Agreement.
- (2) When this Member teaches a course, his/her teaching duties and responsibilities shall be those as defined in Clause 14.07(1).
- (3) Changes in the scope and/or specific duties and responsibilities of the Director of Student Teaching during the term of this Agreement may be established through joint agreement between the respective Member and the Dean of Education.

#### 14.13 Rights and Responsibilities of Supervisor - Technical Theatre Program

- (1) The professional obligations and responsibilities to the University of the Supervisor - Technical Theatre Program shall consist of, but are not limited to, those duties and responsibilities described in the job description developed in consultation with the Member and the Chair. This job description shall be found in the Appendices to this Agreement.
- (2) When this Member teaches a course, his/her teaching duties and responsibilities shall be those as defined in Clause 14.10(1).
- (3) Changes in the scope and/or specific duties and responsibilities of the Supervisor -Technical Theatre Program during the term of this agreement may be established through joint agreement between the respective Member(s) and the Chair.

#### 14.14 Rights and Responsibilities of the Holder of an Endowed Chair

The holder of an endowed chair shall have all of the rights and responsibilities of a Faculty Member as described in Clause 14.07; however due to the funding arrangements for these positions, the following conditions apply to these positions only:

- (1) The holder of an endowed chair will have a cross appointment to one of the academic departments.
- (2) For purposes of appointments, tenure and promotion, the responsibility for recommendations on these applications rests with the Departmental Personnel Committee and the Departmental Chair after having received the advice of any advisory body which may be associated with the endowed chair.

- (3) Where tenure is awarded, the tenure will initially be in the Endowed Chair. If at the time that tenure is awarded, or at any time thereafter, a suitable vacancy exists in the department of record for which the incumbent is qualified and the incumbent wishes to step down from the Chair, he/she may be appointed by the President to the department of record with tenure, based on the recommendations of the DPC, the Chair of the Department, the Dean and the Vice-President (Academic).

In seeking such a transfer of tenure, the incumbent in the Endowed Chair shall notify the department and the Dean of his/her intention to seek appointment in the department of record. Such notification shall be made prior to the public posting for the position. The DPC and the Departmental Chair shall proceed in a manner consistent with consideration of an application for tenure and shall forward their recommendations to the Dean within fifteen (15) calendar days of receipt of notification. These recommendations, along with those of the Dean and the Vice-President (Academic) shall be forwarded to the President within thirty-five (35) calendar days of receipt of notification.

- (4) The appointments procedure, as specified in Clauses 23.02 - 23.13, may be modified by the endowment mechanism, together with a Letter of Understanding between the Employer and the Association.
- (5) The workload associated with the duties of the Endowed Chair shall be determined by the Dean, prescribed by the endowment mechanism or a combination of both.

#### 14.15 Rights and Responsibilities of the Holder of a Canada Research Chair

The holder of a Canada Research Chair shall have all of the rights and responsibilities of a Faculty Member as described in Clause 14.07; however, due to the funding arrangements for these positions, the following conditions apply to these positions:

- (1) The holder of a Canada Research Chair will be appointed to a Department/Program but may have workload assignments across academic departments/programs.
- (2) When a Canada Research Chair leaves the position of Chair but remains in the University of Winnipeg, the Chair remains a Member of the bargaining unit and either remains a member of the Department/Program at the time of appointment as a CRC or becomes a Member of another department/program to which s/he is most closely academically affiliated. No Member shall be displaced from his/her position or have his/her rights, privileges or benefits reduced or be displaced from the bargaining unit by the entry of a Canada Research Chair into a department/program.

#### 14.16 Annual Activity and Evaluation Reports

The annual activity report and the annual evaluation report are intended to be

constructive and evaluative instruments.

- (1) The purpose of the activity report is to record a Member's activities during the activity period; to provide the Member's perspective on and self evaluation of what has been accomplished during the activity period; and to help **the Member** set goals for the next activity period, **having regard to the departmental evaluation criteria and Faculty-based criteria as specified in Clause 14.19(2).**
- (2) The evaluation report is a collegial and an evaluative instrument; one purpose of the annual evaluation report is to inform a Member of his/her relative strengths and weaknesses in the furtherance of his/her professional obligations. The evaluation report is also intended to encourage career development.
- (3) The principal requirement of an activity or evaluation report is that the contents be reasoned, transparent and clear.
- (4) Activity and evaluation reports shall form part of the evidentiary record for tenure and promotions proceedings and may be drawn upon for other proceedings as per this Collective Agreement.
- (5) When an activity or evaluation report is not reasoned, transparent or clear, a DPC, Chair/Director, Dean or the Vice-President (Academic) may request further information to aid in the interpretation and evaluation of the report.
- (6) Members shall provide the results of the mandatory Senate-approved student course evaluations as part of their annual activity report and evaluation. In the event that Senate amends the mandatory teaching evaluation instrument, the matter shall be referred to LMC for consideration of its implementation.

#### 14.17 Annual Activity Report

All Members holding probationary, tenured, continuing or term appointments shall submit an annual activity report on the appropriate form set out in the Appendices to the Agreement to their Chair/Director or Dean of the Library/Administrator by October 1 of each year. The activity report shall include the activities during the academic year ending August 31 **in relation to the evaluation criteria agreed upon accordance with Clause 14.19(2), and** an indication of goals and expected outcomes for the subsequent evaluation period. Notwithstanding Clause 23.22(9), new appointees with fewer than six (6) months of service in the academic year need not submit an activity report. A copy of this report shall be filed in the office of the Chair/Director or Dean of the Library/Administrator and the original shall be placed in the Member's personnel file.

14.18 In addition to the requirements under Clause 14.17 the activity report shall be reasoned, transparent, and clear completed on the standardized form attached as an appendix to this Agreement, and shall provide the following information as relevant:

- (1) teaching related and/or professional activities including but not limited to:
  - (a) teaching performance as defined in, but not necessarily limited to, Clause 25.14, including results of the mandatory Senate-approved student course evaluations;
  - (b) laboratory related activities;

- (c) training of teaching, lab or research assistants or supervision of honours or graduate students ;
  - (d) development/revision of courses;
  - (e) any other information related to teaching activities that the Member deems relevant; and
  - (f) for Members other than Faculty Members and Instructors, professional activities and services (other than those captured by Clause 14.18 (3)) and any other information related to professional activities that the Member deems relevant.
- (2) scholarly work and achievements including but not limited to:
- (a) research, scholarly work and creative activities pursuant to Clause 25.14;
  - (b) research grants and contracts awarded, name of granting body, research title and the date awarded;
  - (c) research and other scholarly work in progress; and
  - (d) any other information related to research activities that the Member deems relevant.
- (3) service, involving administrative activities within the University and community service, including:
- (a) administration internal to the Department or analogous body;
  - (b) administration external to the Department or analogous body;
  - (c) administration with the Association **in accordance with Clauses 14.07(3), 14.08(4) and 14.10(2)(b);**
  - (d) any other relevant administrative undertakings that benefit the University;
  - (e) in the case of Chairs, administrative responsibilities as defined in, but not necessarily limited to, Clause 22.10; and
  - (f) involvement in community service as defined in Clause 14.07.

#### 14.19

#### Evaluation Report

- (1) An evaluation report shall be completed by the DPC on the standardized form attached as an appendix to this Agreement, and shall be an evaluation of the Member's performance during the appraisal period set out in Clause 14.17. **When evaluating Members, the DPC shall determine evidentiary requirements subject to Clause 14.18.** The evaluation shall be based on the information submitted in the Member's activity report **and, where relevant to evaluating the Member's performance based on the criteria, the Member's prior evaluation report(s) for up to three (3) years.** The DPC may request further information from the Member to aid in the interpretation and evaluation of the report when the activity report is not reasoned, transparent or clear.
- (2) (a) **Each DPC and Chair shall formulate criteria of qualitative and/or quantitative measurement in the three areas of evaluation, and shall provide them in writing to the Dean for review. In formulating these qualitative and/or quantitative measurements, the DPC and Chair shall have regard to the Faculty-based criteria for continuing appointment and promotion established by the Dean for the Faculty pursuant to Clauses**

**24.10 and 25.18. The Dean shall review the criteria drafted by the Chair and DPC to ensure that they are consistent with the Faculty-based criteria. Where the Dean considers these criteria to require further review, clarification and/or changes, the Dean, the Chair and the DPC shall consult to determine appropriate criteria.**

- (b) Once approved by the Dean, these criteria of qualitative and/or quantitative measurement may be reviewed by the Chair and DPC every five (5) years.**
  - (c) The agreed upon criteria shall be provided by the Chair to the Members and shall be applicable in each subsequent Academic Year until revised in accordance with the Agreement.**
- (3) (a) The DPC shall evaluate the Member's performance according to the terms of Clause 14.18 (1)-(3) and shall, in each of the three categories, indicate the level at which the Member has performed as per the following terms:

**Excellent**  
Satisfactory  
Unsatisfactory

- (b) The DPC shall provide its rationale for the evaluation in each category.
- (4) The DPC shall also provide an overall evaluation of the Member's performance using the terms specified above. The DPC may recommend that a Member receive a Merit Award pursuant to Clause 28.08.
- (5) The Chair/Director shall review the DPC evaluation and make his/her own evaluation based upon the Member's activity report, and such other information that is supportable by documentation that was made available for written response by the Member, except that no Chair/ Director shall make an evaluation of his/her own activity report. The Chair's/ Director's/ Administrator's evaluation shall be appended to the DPC evaluation and shall, if warranted, include a recommendation for Merit (pursuant to Clause 28.08).
- (6) The Chair/Director or, in units that have no Chair/ Director, the chair of the DPC shall review the evaluations with each Member and the Member shall sign the form acknowledging only that he/she has read the evaluations; where the DPC chair is being evaluated in units that have no Chair/ Director, for the purposes of this Article, another member of the DPC shall act in the DPC chair's stead.
- (7) All evaluations shall be completed and forwarded to the Dean/Administrator by November 15.
- (8) The Dean/Administrator shall review the evaluations and supporting documentation to assess the reasonableness of the Chair/Director's and DPC's evaluations/ recommendations by assessing the Member's overall record of performance using the appropriate conditions and criteria pursuant to this Article. The Dean/Administrator shall forward this material and his/her recommendation on CDI and Merit pursuant to Clauses 28.05 and 28.08 to the Vice-President (Academic).
- (9) When the Dean/Administrator does not agree with any evaluation/ recommendation, he/ she shall refer the matter back to the DPC and/ or

Chair/Director to review their respective recommendations. In the case of continued disagreement, the Dean/Administrator shall provide an evaluation of his/her own, including reasons. The Dean shall forward both the DPC's and Chair's evaluations and recommendations along with his/her own evaluation and recommendations on CDI and Merit pursuant to Clauses 28.05 and 28.08 to the Vice-President (Academic) by December 15. The Member shall sign the form acknowledging only that he/she has read the evaluation.

- (10) **Where, in the opinion of the Dean, an evaluation contains commentary that is irrelevant to the Member's performance, the Dean shall have the authority to strike such commentary from the evaluation.**
- (11) A final copy of the evaluations signed by the Member shall be filed in the office of the Chair/ Dean of the Library/ Director or Administrator and the original evaluations shall be placed in the Member's personnel file.
- (12) **In accordance with Clause 15.06, a Member may have his/her written comments on the evaluation included in his/her personnel file.**

14.20 Relation to Continuing Appointment, Promotion and Tenure Deliberations

The Annual Activity Report of the Member, and the evaluations of the DPC, Chair/Director and Dean/Administrator will form part of the record that is evaluated by any and all committees that are involved in decisions concerning the granting of continuing appointment, tenure and promotion.

14.21 Constructive Performance Assistance

If a Member's annual performance in any of the three categories set out in Clause 14.18 (1)-(3) is evaluated by the DPC, the Chair or the Dean as unsatisfactory, the Dean may meet with the Member and his/ her Chair to discuss how the Member's performance needs to be improved and to assist the Member in formulating a plan to do so. The Member may also initiate a meeting with his/ her Dean and Chair.

14.22 Unsatisfactory Performance

Should ongoing performance concerns continue despite the Constructive Performance Assistance process, such that the Dean determines a Member's performance is unsatisfactory, the Dean may provide the Member with a letter setting out minimum performance expectations, time frames to meet these expectations and consequences if the Member fails to do so in accordance with Article 31 (Discipline).

14.23 Right to Consult with the Association

A Member shall have the right to consult with the Association and the right to seek advice on any matter with respect to the application of this Agreement. The Employer shall advise the Association of any substantive changes to a Member's job description as appended to the Agreement.

**ARTICLE 15: PERSONNEL FILES**

- 15.01 The personnel file and the salary and benefit file maintained by the University are intended to serve as records of the employment history of Members while employed with

The University of Winnipeg. The purpose of this Article is to ensure that these two (2) files fairly represent the Member's employment history. There shall be only one (1) official University file, hereinafter referred to as the personnel file. This file shall be maintained and stored in the office of the Member's Dean/Administrator. In addition, Human Resources 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. Copies of some or all of the material contained in the official personnel file may also be kept in Departmental files, in the President's Office and in Human Resources.

- 15.02 The personnel file of each Member shall contain only material pertaining to the employment of the Member, including but not restricted to:
- (1) pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts and letters of reference;
  - (2) employment-related correspondence;
  - (3) documentation relating to recommendations on tenure or continuing appointment, and promotion;
  - (4) materials respecting professional development and achievement; and
  - (5) copies of the Member's activity reports and the evaluation reports.
- 15.03
- (1) **The Member shall be informed in writing of any proposed additions to or removal of material from his/her personnel file, except that filing of an appointment letter, employment-related documents, correspondence with the Member or documents initiated and/or signed by the Member do not require such notification.**
  - (2) **A Member shall receive information once each calendar year from Human Resources of his/her current status in terms of salary and benefits.**
- 15.04 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:
- (1) authorized personnel within the office of the Dean/Administrator; and
  - (2) the Member.
- A Member may request, from the persons granted access, the reason(s) for the access to the personnel file.
- 15.05 A Member shall be informed in writing of any removal of material from his/her personnel file within five (5) **Working Days** of the removal. Material removed pursuant to Clause 15.06 shall be shredded.
- 15.06 A Member shall have the right to have included in his/her personnel file his/her written comments on the accuracy or the meaning of any of the contents of his/her personnel file, and to add any employment-related documents to the file that he/she deems relevant. A Member shall have the right to have removed from his/her personnel file any material which he/she can show is false, irrelevant or unsubstantiated. Such requests for removal shall be made through the Dean/Administrator .
- 15.07 (1) Except as provided in Clause 15.09, each Member and his/her authorized agent (such authorization to be given in writing) shall have the right of access to the contents of his/her personnel file upon request. The Member shall examine his/her file only in the presence of the Dean/Administrator or designate, and may not remove any item from his/her file. In addition, each Member and his/her authorized agent shall have the right of

access to any information under his/her file/code number that would form part of his/her personnel file and which has been stored in a format designed for use in electronic data processing. Such information shall, upon request, be made available to the Member and his/her authorized agent in printed form.

- (2) Where any evaluation or assessment, other than Senate-approved course/instructor evaluations, of a Member is accomplished by the use of electronic data processing, the Member shall be notified within five (5) **Working Days** and shall have the right of access to the input data (except as provided in Clause 15.09), the coding format and the computer program which performs the evaluation or assessment.
  - (3) Where any evaluation or assessment of a Member is accomplished by the use of electronic data processing, the Association shall be notified within five (5) **Working Days** and shall have the right of access to the coding format(s) and any computer program which performs an evaluation or assessment.
- 15.08 Except as provided in Clause 15.09, a Member shall be given one (1) copy of any of the materials in his/her personnel file upon written request to the Dean/Administrator. Such request shall be filled within five (5) **Working Days** at the Member's expense.
- 15.09
  - (1) 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. Individuals who are requested to evaluate Members shall be sent a copy of this Article with along the request.
  - (2) Letters of reference evaluating any candidate for a position at the University shall be confidential. Such letters shall be used only to evaluate the suitability of the candidate for the position.
  - (3) Letters of reference and evaluation solicited by or with the approval of a Member who has applied for promotion or tenure or continuing appointment shall be considered confidential and shall be included only in the Member's personnel file. Material shall not be used in any proceeding provided by this Agreement unless it is kept in the personnel file or provided by the Member under consideration. Upon request, a Member shall be provided with a copy of the body of the letter, excluding any references which would identify the author of the letter, his/her affiliation or address.
- 15.10 No anonymous material shall be kept in the personnel file of a Member.
- 15.11 Information regarding teaching evaluations shall not be considered anonymous when in a form authorized by the Senate or agreed to in writing by the Member and the students in his/her course(s).
- 15.12 None of the contents of a Member's personnel or salary and benefits file shall be released or made available to any person without the express written consent of the Member concerned, except when required:
  - (1) for normal University administrative purposes;
  - (2) by this Agreement; or
  - (3) by law.

Access to any of the contents of the personnel file for reason (3) above shall be granted only in person to individuals who show proof that such access is required by law. Such access shall be granted only by the Dean/Administrator and in the presence of that



Dean/Administrator or his/her designate. The Dean/Administrator shall notify the Member concerned immediately, stating the person(s) granted access and the reason for granting such access, unless such notification is prohibited by legal statute.

- 15.13 When confidential material is to be used by the Employer in the course of proceedings to resolve a grievance and where in the opinion of the arbitrator(s) the identity of the author is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her/their decision, having due regard to its confidentiality.

#### **ARTICLE 16: HEALTH AND SAFETY**

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

#### **ARTICLE 17: INTELLECTUAL PROPERTY**

- 17.0 Preamble
- 17.01 The Employer and Members acknowledge that they are involved in the creation of knowledge and Intellectual Property that is socially useful and they adhere to the principle that the purpose of a university is the creation and dissemination of the same. Members are encouraged to make all knowledge and Intellectual Property available to the public through publication, conference presentations and other processes, where appropriate.
- 17.02 The parties agree that the University-Member relationship is not a traditional employer-employee relationship in that Members may be engaged in creative and scholarly activities without employer direction. In exercising academic freedom, Members are not generally required to create specific works in the course of employment and have the freedom to create, write and engage in scholarship independently.
- 17.03 The Member owns Other Intellectual Property created during the course of University activities and/or using University Resources. When the Member wishes to commercialize Other Intellectual Property, the proportionate shares of ownership of the Other Intellectual Property, net revenue distribution and the terms of commercialization shall be determined in accordance with the provisions of 17.3 (a) through (e).
- 17.04 There may be circumstances where the Member creates Other Intellectual Property (as defined below) during the course of University activities and/or using University Resources where the University and Member who has created the Other Intellectual Property shall be the joint owners of the Other Intellectual Property.
- 17.05 This Article does not apply to Intellectual Property created in the course of demonstrably private research that does not make use of University Resources. In situations where it is disputed that research is private or otherwise outside the scope of this Article, the arbitration clause (17.4) of this Article shall apply.

- 17.06 The Employer will advise the Association, with at least one week's notice, of any negotiation under this Article prior to that negotiation occurring. The Employer shall advise the Member that (s)he is entitled to Association representation in the negotiation.
- 17.1 Definitions
- For the purposes of this Agreement the following definitions shall apply:
- 17.1.1 Author: one or more individuals who have created a Work.
- 17.1.2 Commercialization or Commercialize means a complex set of activities including the publishing of Works, assignment, licensing (including the grant of options for a license), or the sale of Works or Other Intellectual Property, as well as the protection thereof, including but not limited to obtaining patent protection and copyright registration, with the goal of financial return. The process of Commercialization also includes the timing, production and introduction of the product or service in the marketplace as well as the establishment of a promotional strategy and budgets.
- 17.1.3 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.
- 17.1.4 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.
- 17.1.5 Creator: one or more individuals who have created Other Intellectual Property. The Creator may or may not be a Member.
- 17.1.6 Direct Costs:
- (a) In the case of Other Intellectual Property, the reasonable costs and fees (including but not limited to legal fees and agents' fees) associated with the acquisition, management and Commercialization of Other Intellectual Property, including costs of evaluating it, obtaining and maintaining intellectual property protection, preventing unauthorized use or infringement, prototype development funds, negotiating and implementing other agreements with third parties, but does not include University research and graduate studies office or other overhead costs incurred prior to the initiation of Commercialization.
- (b) In the case of Works, refers to the use of additional funds or equipment, above and beyond the University Resources and Services typically allocated to Members and which have been incurred to evaluate any Works and to obtain and maintain intellectual property protection for the Works.
- 17.1.7 Intellectual Property: means Works or Other Intellectual Property.
- 17.1.8 Know How: knowledge and experience relating to administration, commercial, financial, research, teaching and technical matters that are applicable in the operation of a business, profession, vocation, educational institution or can be used to make a Work or any Other Intellectual Property function in an optimal manner.

- 17.1.9 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.
- 17.1.10 Net Revenue: means the amount derived from Commercialization of Other Intellectual Property or Works (by the Member if commercialized by the Member or by the University if Commercialized by the University), less Direct Costs (which may be carried forward from year to year to offset gross revenue) incurred in the Commercialization, and includes proceeds from royalties, profit-sharing, lump sum payments and sale of equity shares.
- 17.1.11 Other Intellectual Property: means any result of intellectual activity that can be owned by a person (excluding Works). This includes, without limitation, inventions (whether or not patentable), improvements to a patent, industrial designs, trademarks, and integrated circuit topographies, as those terms are defined by the applicable legislation, as well as Know How.
- University Resources: means the University's physical structures, research laboratories, capital equipment, technical facilities, services and human resources.
- University Services includes without limitation, the administration of funds and support received by the University in the form of grants, contracts or other support provided by the University or external sponsors.
- 17.1.12 Works: Subject to the **Copyright Act**, means an original work including but not limited to the following:
- a) 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;
  - b) dramatic works, namely: films, film strips, videos, plays, screenplays and scripts, video and audio tapes, cassettes and CDs, live video and audio broadcasts, program instructional materials;
  - c) musical works, namely: compositions made of music or words and music; and
  - d) artistic works, namely: paintings, drawings, maps, photographs, sculptures and architectural works.
- 17.1.13 The University Work Environment includes:
- a) library resources and databases that are available to all members;
  - b) office space, including a computer and office software available to all members, access to the internet and e-mail, and other such technology and supports as may be made available to all members;
  - c) secretarial services;
  - d) duplicating, printing and fax services;
  - e) telephone services, including voice-mail (or messaging services);
  - f) basic technical and technological services related to teaching and research, namely research, teaching and marking assistance that would normally be available to all Members sufficient to permit them to fulfill their core professional obligations contemplated by Article 14.0 of the Collective Agreement; office

- supplies;
- h) basic lab space, equipment and supplies sufficient to permit the Member to fulfill his/her core professional obligations contemplated by Article 14.0 of the Collective Agreement;
- i) start up grants sufficient to permit the Member to fulfill his/her core professional obligations as contemplated by Article 14.0 of the Collective Agreement;
- j) payment of normal salaries and benefits.

## 17.2 Works

17.2.1 The Author of the Work shall be the owner of Copyright in the Work notwithstanding it was produced in the course of University activities and/or making use of University Resources, subject to the following exceptions:

- a) Provided that the Employer advises the Member of his/her right to consult the Association prior to the execution of any agreement, the University shall own copyright in works resulting from an additional appointment, such as those prepared by a Member for distance, extended or continuing education, or other works (other than substantive course material normally delivered by a Member) beyond the Member's normal workload for which the Member receives compensation in addition to his/her base salary rate pursuant to a written agreement. In cases where a Member uses or adapts material in which the Member already holds copyright, such as previous course materials or other works, the University shall only have a copyright in the adapted work and shall advance no claim to the source material from which the work was adapted. Appointments under this clause are voluntary;
- b) The University and the Author shall share ownership of Copyright in any computer program or software that is embedded in an invention, such that the computer program or software is required for the use and/or Commercialization of the invention. The degree of ownership and net revenue shall be determined in accordance with 17.3.
- c) The University or a third party may own or have a license to use Copyright in Works written or created pursuant to a written agreement with a third party to which a Member is privy, provided the Employer advises the Author of his/her right to consult with the Association prior to the Author's execution of a written agreement and obtains the Author's prior written consent;
- d) The Author may voluntarily assign or license his/her interest in a Work to the University, provided the Employer advises the Author of his/her right to consult with the Association prior to execution of the assignment or license.

## 17.2.2 Exceptional Funding and Services for Works

Provided the Employer advises the Author of his/her right to consult with the Association, prior to entering into the agreement, the Author and the University may enter into an agreement for revenue sharing and/or recovery of costs incurred by the University with respect to Works resulting from the use of additional funds or equipment above and beyond the normal University Resources provided to Authors. The cost recovery shall be derived from Net Revenue generated by the Work.

## 17.2.3 Internal Use

Where the Author owns Copyright in the Work, the University shall have a non-exclusive, non-transferable, royalty-free right to use the Work in exigent circumstances for archival and internal administrative, noncommercial research and/or educational purposes for no less than one (1) full academic year and no more than two (2) full academic years, unless otherwise agreed in writing. This use:

- a) Does not imply a right to transfer, license or commercially exploit such Works, but the University has the right to use such Works for internal educational purposes;
- b) Does not extend to lecture notes, course notes, laboratory notes or laboratory manuals, works in progress regardless of format or method of delivery, individual course websites created by the Author, examinations, and other Works prepared by the Author and intended for use only by the students registered in the Author's course, except for such Works created for multi-section courses or laboratories or created by collaborative efforts;
- c) Is subject to the Copyright requirements of academic journals and other vehicles of scholarly dissemination and shall not interfere with the Author's right to enter into an agreement to publish such Works.

#### 17.2.4 First Rights of Refusal and Residual Rights

The Employer shall inform the Author(s) and the Association in writing of any agreements it enters into purporting to assign Copyright in any materials of which it is the copyright holder. Where the University owns the Copyright in the Work, the Author shall retain:

- a) The first right of refusal to revise, rework or otherwise edit or amend the Work when reasonably necessary as determined by the Employer. The Author may, on his/her own initiative, request the opportunity to revise the Work. Such opportunity shall not be unreasonably denied;
- b) The right to be identified with the Work unless the Author, at his/her sole discretion elects, in writing, not to be identified with the Work;
- c) The right to use any course material in his/her teaching and research at this or another University, or educational institution, provided that the Author does not transfer, license, or sell such course material without the prior written consent of the Employer;
- d) The first right of refusal to teach courses based on the Work subject to satisfactory performance.

#### Other Obligations and Rights in Works

17.2.5 The Author has no obligation to Commercialize a scholarly work or to provide commercial justification for it.

17.2.6 The Author is not required to disclose to the Employer his/her intention to publish or otherwise disseminate a Work owned by the Author.

17.2.7 Subject to this Article, the University shall not be entitled to revenue earned from Commercialization of a Work owned by the Author.

17.2.8 The University shall protect the Author's moral rights and shall not enter into any agreement with a third party waiving the moral rights of an Author without advising the Author of his/her right to consult with the Association prior to the Author executing any agreement and obtaining the Author's written consent.

17.2.9 Prior to signing an agreement with the Author to waive the Author's right, title or interest to Work, the Employer shall advise the Author of his/her right to consult with the Association. When the University has entered into such an agreement with the Author, it shall inform the Association of the date of the agreement and the name of the Author.

The University shall not impose conditions without just cause on an Author that restrict the rights of an Author to publish the results of his/her research without undue delay, except with the Author's written consent.

### 17.3 Other Intellectual Property

The Member owns Other Intellectual Property created during the course of University activities and/or using University Resources, and when the Member wishes to commercialize Other Intellectual Property, the following provisions shall determine the proportionate shares of ownership of the Other Intellectual Property, net revenue distribution and the terms of commercialization:

- a) The Member's intellectual and/or scholarly contribution;
- b) The degree of the Employer's participation in the development of the Other Intellectual Property prior to commercialization with respect to:
  - (i) obtaining grants and providing other specific funding or financial supports;
  - (ii) providing research assistants and provision of and reliance on additional IP support;
  - (iii) seeking and obtaining outside investments; and
  - (iv) granting release time from teaching to allow focus on further research with respect to the Other Intellectual Property.

It is understood and agreed that the University Work Environment as defined in 17.1.14 is not to be included in the analysis.

- c) The degree of the Employer's, Member's, and/or Third Party's participation in the commercialization process with respect to costs and risks borne by the relevant parties;
- d) Any other contractual arrangements to which the Employer and Member are privy; and
- e) Such other factors as may be relevant under the circumstances

17.3.1 Ownership of Other Intellectual Property created during the course of University activities and/or using University Resources shall be determined in accordance with the provisions of 17.3 a) through e) subject to the following exceptions:

- a) The University or a third party may own or have a license to use Other Intellectual Property created pursuant to a written agreement with a third party, provided that the Employer advises the Member of his/her right to consult with the Association prior to the Member's execution of a written agreement and obtains the Member's written consent.

- b) The Member may voluntarily assign or license his/her interest in Other Intellectual Property to the University. No such assignment or license shall diminish the Member's right to revenue sharing under this Article.

Neither the Member nor the University shall have an obligation to Commercialize Other Intellectual Property. Members have no obligation to modify research to enhance the potential for Commercialization.

Members may Commercialize Other Intellectual Property independently of the University, subject to the provisions of 17.3 a) through e) and/or any rights granted to a third party pursuant to a written agreement consented to by the Member and/or the University's right to revenue sharing and cost recovery pursuant to this Article.

Members must disclose to the Employer their intention to Commercialize Other Intellectual Property, whether or not they choose to involve the Employer in the Commercialization process. The Employer agrees not to disclose such information externally without the prior written consent of the Member.

The University and Member may enter into a written agreement to pursue Commercialization of Other Intellectual Property. All such agreements are subject to the provisions of this Article.

Members hereby grant to the University solely for its internal, non-commercial use, a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to any patented device, equipment, improvement, design, development or process arising from Other Intellectual Property. This use does not imply a right to transfer, license or commercially exploit such Other Intellectual Property in any manner except as otherwise explicitly provided in this Article.

Prior to signing an agreement with the Member to waive the Member's right, title or interest to Other Intellectual Property, the Employer shall advise the Member of his/her right to consult with the Association. When the Employer has entered into such an agreement with the Member, it shall inform the Association of the date of the agreement and the name of the Member.

- 17.3.8 In cases where University Services have been used to Commercialize Other Intellectual Property, ownership and sharing of Net Revenue earned from Commercialization of Other Intellectual Property shall be determined in accordance with 17.3 a) through e) or in the absence of an agreement between the Member and the Employer, shall be determined through the dispute resolution process outlined in 17.4.
- 17.3.9 In circumstances where the Member has pursued commercialization of Other Intellectual Property with other parties to the exclusion of the Employer, and without the use of university commercialization services, the Employer will be entitled to a lost opportunity fee that will be negotiated between the parties or determined through dispute resolution as outlined in 17.4. For this limited purpose, the Employer's contribution of a normal work environment will be included and accorded weight, together with the factors in 17.3 a) through e) above for determining net revenue distribution.
- 17.3.10 In circumstances where there is more than one Creator, the Employer's proportionate share of ownership and share of the Net Revenue shall be determined in accordance with 17.3 a) through e). In the absence of an agreement between the parties, the issues in dispute shall be determined in accordance with 17.4.

- 17.3.11 Where the University takes the lead in Commercialization of Other Intellectual Property the costs associated with pursuing the Commercialization of Intellectual Property shall be determined in accordance with any agreement among the parties. In the absence of an agreement, any remaining issues in dispute shall be determined in accordance with 17.4.
- 17.3.12 The University shall consult with the Member throughout the Commercialization process and, in addition, shall not sign a Commercialization agreement with a third party without prior notice to the Member.
- 17.3.13 Unless otherwise agreed by the parties, where the Employer has either notified the Member in writing that it no longer desires to pursue commercialization, or has abandoned or failed to bring appropriate skills and efforts to the commercialization of Other IP for a period of eighteen months from the date the commercialization agreement is executed or a decision is rendered pursuant to the dispute resolution, then the Employer will only be entitled to recover its Direct Costs in the commercialization process from any net revenues earned by the Member. The commercialization agreement and any related agreements will be deemed terminated.
- 17.4 Disputes
- 17.4.1 Either the Employer or the Member may refer the terms of commercialization, sharing of title, net revenue disposition or any other necessary matter to Dispute Resolution for binding independent determination. The timing in the ***Labour Relations Act*** concerning expedited arbitration (s. 130 and following) will apply. The Arbitrator will be selected 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.
- 17.5 Estate
- 17.5.1 Where a Member or former Member has Intellectual Property rights pursuant to this Article, the rights of the Member, upon his/her death, shall be governed by the applicable legislation.

## **ARTICLE 18: OUTSIDE PROFESSIONAL ACTIVITIES AND OTHER REMUNERATED ACTIVITIES**

- 18.1 General Principles
- 18.1.1 The Parties recognize that Members have obligations to the University which include, as appropriate for the Member's appointment pursuant to the Agreement, teaching and providing other services to students, study and research, participation in the administrative work of the University, and public service directly related to these activities or intended to maintain liaison between the University and the community.
- 18.1.2 It is further recognized by the Parties that there are circumstances where professional activities outside Members' regular University duties, on both a remunerated and non-remunerated basis, can bring benefits to and enhance the reputation of the University and the capacity of Members. Therefore, the University agrees that Members have the right, in appropriate circumstances, to engage in outside professional activity, provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in this Agreement. Subject to Clause 18.2, in general, a Member may engage in outside professional activity provided this activity represents a contribution to the community or to the Member's discipline which can be made by the Member by virtue of his/her training, advanced study or



research or that is of value in maintaining or developing the Member's academic competence.

18.2            Outside Professional Activities

18.2.1           Members have the right to engage in any outside professional activities subject to the following conditions:

18.2.1.1          a Member shall notify his/her Chair and obtain the prior written authorization of his/ her Dean regarding the Member's engagement in any outside professional activity that might reasonably be viewed as conflicting or interfering with the obligations, duties and responsibilities of the Member as defined in this Agreement;

18.2.1.2          unless a Member has obtained authorization as noted in Clause 18.2.1.1, the Member shall notify his/her Dean/Director within thirty (30) days in writing as to the nature and extent of any paid outside professional activity which the Member has assumed or agreed to assume, unless the amount of the remuneration for the outside paid professional activity is less than the amount of the annual Travel and Professional Development Allowance (TPDA) specified in Clause 29.04. Where subsequent outside paid professional activity during the course of the Academic Year results in aggregate remuneration that exceeds the amount of the TPDA, the Member shall be required to report all such activity;

18.2.1.3          where a Member's outside professional activities involve the use of University facilities, supplies or services, their use shall be subject to the prior written approval of the University, and the costs of the use of such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University Research Office for overhead for grantees, unless the University agrees, in writing, to waive all or part of such costs; and

18.2.1.4          the name of the University shall not be used by a Member in any outside professional activity unless agreed to in writing by the Vice-President (Academic), although nothing shall prevent the Member from stating the nature and place of her/his employment, rank and title(s) in connection with outside professional activities, provided that she/he shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

18.3              By October 1 of each year, Members shall submit an annual written report of all outside professional activities between September 1 and August 31 to their Dean/Director.

18.4              A Member agrees to indemnify and save harmless the Employer from any claim, action or a cause of action for any reason whatsoever brought, threatened or made by any person relating to contracted outside professional activities not required of the Member by this Agreement unless such liability has been undertaken in writing by the appropriate Vice-President.

**ARTICLE 19:    WORKLOAD**

19.01    (1)        The Parties, having recognized that the purposes and objectives of the University are as set forth in Clause 2.01, further affirm that, in pursuit of these goals and objectives within the mandate provided for by ***The University of Winnipeg Act***, the Parties value and support the creation and dissemination of knowledge through the activities of faculty in research (encompassing scholarship and creative work) and teaching, and recognize that each of these two activities informs the other.

- (2) Also committed to the principle of institutional autonomy, the Parties value and support the engagement of all Members in self-governance, through service on the University's governing bodies, the Association, and through engagement in the planning and operational processes of the institution, Faculty and Department/Unit/Program.
- 19.02 The normal workload of a Faculty Member shall include in varying proportions those elements (teaching; research, scholarly/creative activities; service to the University) as described in Clause 19.01 above, and further set out in Clause 14.07. The normal workload for all other Members shall include in varying proportions those elements as set out in Clauses 14.08 - 14.15, as appropriate.
- 19.03 The workload shall be reasonable and fair.
- 19.04 Normal Teaching Load
- (1) The Faculty Dean shall determine the normal teaching load for the Faculty as a whole and for Members in each Department within the Faculty, following consultations with the Chairs. The normal teaching load shall be determined with due regard to both academic priorities (including but not limited to curricular and enrolment targets), and budgetary and other resource considerations. The teaching load assigned to Faculty Members in each Department shall be appropriate and reasonable for the discipline(s) concerned, with due regard for past practice and the provisions of Clauses 19.01-19.03. The Faculty Deans shall jointly consult with the Vice-President (Academic) and ensure that the provisions of Clauses 19.01-19.03 are consistent across all Faculties.
- (2) The normal teaching load for Members is outlined in the Workload Policy appended to this Agreement.
- 19.05 Teaching in the Fall, Winter and Spring/Summer Terms
- (1) During the academic year, no Member shall be required to teach in more than two consecutive academic terms unless agreed upon by the Faculty Dean and the Member, or except as required for any of the following reasons:
- a) to ensure a Member's workload requirements are met;
  - b) load reduction due to compassionate leave; or
  - c) course cancellation due to low enrollment or other reasons as stipulated by the Faculty Dean.
- (2) If a Member has taught his/her assigned course load in two consecutive academic terms, teaching in the next consecutive academic term shall be voluntary, with the exceptions as indicated in 19.05(1).
- (3) If a Faculty Member proposes to teach above load without receiving an overload stipend in order to arrange a teaching-reduced or teaching-free term for purposes of research and/or professional activity, and if the Faculty Member's Department agrees with such arrangements and recommends them to the Dean for approval, the Dean shall not unreasonably refuse such a recommendation. A Member may not teach an overload of more than 1.0 FCE in any given term. A Member must arrange to take the teaching-free term within the academic year following the required accumulation of non-remunerated overload teaching. Except in exceptional circumstances requiring the approval of the Dean, a Member granted a teaching-reduced or teaching-free term shall ensure his/her availability to fulfill all other aspects of his/her responsibilities under this Article.

- (4) All teaching off campus, in distance education programs or by telecourse shall not be part of a Member's regular teaching load without the Member's consent.

19.06 Reductions in a Member's Normal Teaching Load

- (1) Provisions for normal teaching load notwithstanding, the Parties agree that exceptional creative, research and teaching opportunities may occur in any given year for any given Member. In recognition of the need to promote and exploit such opportunities, the parties further agree that Members have the right to apply, with appropriate notice, to the Dean to vary their workload in any given year in order to allow them to accommodate increased activity occasioned by such opportunities in any one area of their responsibilities. The Dean, in consultation with the Chair, shall make every effort to accommodate such applications pursuant to Clauses 19.02 - 19.04 and shall communicate the associated details to the Chair and the Member for inclusion in the annual activity report.
- (2) A reduced teaching load may be occasioned by a variety of circumstances including, but not limited to:
  - a) the promotion of the research/creative goals of the University which would require a commitment or impose a schedule that could not be accommodated in the normal workload of a Member. The onus shall be on the Member to provide evidence that the latter is the case;
  - b) the promotion of excellence in teaching and the maintenance of a current curriculum through increased commitment to the creation and preparation of original teaching materials associated with the introduction of a new course or courses;
  - c) the promotion of excellence in teaching through the administration and supervision of graduate or undergraduate thesis students, or other similar supervision involving a substantial time commitment, as appropriate to the goals of the University;
- (3) A Member who has been granted a reduction in teaching load shall normally not teach courses over and above the number determined as provided for under this arrangement unless the curricular demands of the Department cannot be met within the existing Departmental complement, or cannot be met due to the non-availability of suitably qualified Contract Academic Staff. In the event that it is determined, in consultation with the Faculty Dean, that a Member must teach courses over and above the number prescribed above, the courses shall, in the first instance, be considered as banked courses against a future teaching-reduced or teaching-free term. In exceptional circumstances where it can be clearly demonstrated that the latter arrangement will cause intractable difficulties in meeting future Departmental curricular demands, the Faculty Dean may authorize the payment of an overload stipend not to exceed 1.0 FCE in any academic year.

19.07 Reductions in Teaching Load for Probationary Faculty

- (1) In consideration of the University's goal of promoting excellence in teaching and research, the parties acknowledge that probationary Faculty Members must dedicate additional time to course development, development of a research program, and the development of pedagogical technique. Accordingly:

- a) Faculty Members in the first year of any probationary appointment shall normally receive a 1.0 FCE (6 credit hour) reduction in the normal teaching load of a tenured Faculty Member as provided for in Clause 19.04.
- b) Faculty Members in the second year of any probationary appointment may receive a 1.0 FCE (6 credit hour) reduction in the normal teaching load of a tenured Faculty Member on the recommendation of the Chair, and the Faculty Dean in consultation with the Vice-President (Academic).

19.08 Reductions in Teaching Load for Externally-Funded Research

- (1) A Member who is the principal investigator on a research grant funded by a national granting agency (such as SSHRC, NSERC, CIHR or CHSRF), or an internationally-funded research grant of similar or greater prestige, shall normally receive a 1 FCE reduction in teaching load.
- (2) A Member who is a co-investigator on a research grant (or grants) of the nature outlined in (1) shall normally receive a 0.5 FCE reduction in teaching load.
- (3) A Member who is a principal investigator on an externally-funded research grant other than those referred to in (1) and (2), such as a Centre of Excellence grant, shall normally be eligible for a teaching load reduction of 0.5 to 1.0 FCE according to the significance of the research.
- (4) Members awarded grants as specified in paragraphs (1), (2) and (3) above shall provide their Dean with details of the nature and amount of such grants.

19.09 Workload of Librarians

- (1) The Dean of the Library shall determine the normal workload for Librarian Members after consultation with the Members.
- (2) The workload of Librarian Members shall include those duties and responsibilities outlined in Article 14.08 which are consistent with the Member's area(s) of professional expertise, qualifications and position.
- (3) To facilitate scholarly and/or professional activity, Librarian Members shall be entitled to twelve (12) on or off-campus research days annually. These days may be taken in a single block or distributed over the year with the approval of the Dean of the Library, which approval shall not be unreasonably withheld. Librarian Members shall report the results of such research activity in the annual Activity Report.
- (4) Specific and general duties of Librarian Members shall be allocated and scheduled by the Dean of the Library in a fair, equitable and reasonable manner, taking into consideration:
  - a) the professional responsibilities and expertise of individual Librarian Members;
  - b) the terms of the Members' appointments;
  - c) the relation of Members' duties to their scholarly, professional and service activities, with particular consideration given to the goal, agreed to by both parties in 14.08, of fostering the development of members' professional careers;
  - d) the workload guidelines established in accordance with the Letter of Understanding for the Librarians Committee;
  - e) the operational needs of the Library; and
  - f) when possible, the preference of individual Members.

- (5) In scheduling a Librarian Member's duties, the Dean of the Library shall take into account that the normal hours of work for Librarian Members shall total thirty-five (35) hours per week during Library operating hours, and may include nights and weekends.

19.10 Workload of Other Members

- (1) The Registrar shall determine the normal workload for Counsellor Members after consultation with the Members.
- (2) The Director of Athletic Services in consultation with the Chair of Kinesiology and the Dean of Arts shall determine the normal workload for Coach and Athletic Therapist Members. The normal workload shall be appropriate and reasonable for the Department/ Unit concerned.
- (3) When a Librarian, Counsellor, Coach or Athletic Therapist undertakes teaching responsibilities as part of their workload, the appropriate academic administrator shall consult with the Vice-President (Academic) and ensure that the Member's workload is fair and equitable and consistent with the provisions of this Article.

**ARTICLE 20: EMPLOYMENT OF NON-MEMBERS, CONTRACT ACADEMIC STAFF AND TERM APPOINTMENTS**

- 20.01 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-6362, shall not perform the responsibilities of Members pursuant to Article 14.
- 20.02 Cumulatively, the proportion of full course equivalents taught by Contract Academic Staff as defined in Article 1 and Manitoba Labour Board Certificate No. MLB-6361, plus full course equivalents taught by Members holding term appointments normally shall not exceed 29%. **This calculation shall not include courses for which Members on research/study leave, administrative/re-assimilation leave for Chairs, maternity/ parental/ adoption leave or sick leave are being replaced or for reductions in Chairs' teaching loads pursuant to Clause 22.11(2).**
- 20.03 Unusual situations may alter the proportion upwards in any one year to no more than 35%. Such unusual situations might include a large number of early retirements, increased course releases for research or new hires or unanticipated increases in enrollment.
- 20.04 The numbers of full course equivalents taught by **Contract Academic Staff and Members holding term appointments for the prior academic year** shall be reported to the Association by October 1 **each** year.
- 20.05 Non-Members employed as teaching assistants/research assistants/markers/lab demonstrators may assist Members in the performance of their duties.
- 20.06 Except as provided for in this Article, the Employer agrees that no work or services performed by Members shall be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-Member except with the written agreement of the Parties.

## **ARTICLE 21: ENTRY AND RE-ENTRY OF ACADEMIC STAFF**

- 21.01 A Member who would otherwise fall within the scope of the bargaining unit may accept an appointment to a position as an academic administrator or as a member of the Board and shall be excluded from the bargaining unit by virtue of holding such an appointment.

At the conclusion or termination of such an appointment the academic administrator or Board member shall have the right to and may automatically resume membership in the bargaining unit with all the rights and privileges attendant thereto, as if he/she had retained continuous membership throughout the duration of such appointment. This right of re-entry shall not inhibit the Employer's rights to exercise discipline or termination for cause in accordance with Articles 30 or 31 of this Agreement.

### Appointment as a Board Regent

- 21.02 (1) An individual excluded by virtue of serving on the Board of Regents, shall be treated as if he/she were a Member except as such treatment would interfere with the responsibilities attendant upon the appointment as a member of the Board. In cases where there is a conflict of interest between the performance of academic duties and duties as a member of the Board of Regents, the individual shall recuse himself/herself from Board proceedings dealing with the matter that is the source of the conflict.
- (2) The Employer shall reimburse the Association the equivalent of the Member's Association dues while he/she is excluded.

### Academic Administrator Appointments

- 21.03 A non-Member appointed as an academic administrator who was given academic rank based upon his/her academic qualifications pursuant to Clause 23.19, as determined by the Vice-President (Academic) (or the President in the case where the academic administrator is the Vice-President (Academic)), in consultation with the Dean and the DPC at the time of appointment as an academic administrator, shall automatically become a Member at the termination of that appointment except in cases of dismissal. 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.
- 21.04 When an academic administrator enters or re-enters the bargaining unit, if there is not a vacancy in the area or areas within the Department or Faculty for which he/she is qualified, his/her entry or re-entry shall be considered an additional allocation for that Department or Faculty until such time as a vacancy occurs in that Department or Faculty in an area or areas for which he/she is qualified, at which time he/she shall fill such a vacancy. No Member shall be displaced from his/her position or have his/her rights, privileges or benefits reduced or be displaced from the bargaining unit by the entry or re-entry of an academic administrator into the bargaining unit.
- 21.05 When an academic administrator enters or re-enters the bargaining unit, his/her salary shall be based on the academic salary that he/she would have been entitled to, under the terms of this Agreement, had he/she remained a Member throughout the time period of his/her academic administrative appointment. Subsequent adjustments in salary shall be those provided in Article 28 of this Agreement.

## **ARTICLE 22: CHAIRS**

- 22.01 Appointment to the **position of** Chair shall be made in writing by the President, in accordance with the selection procedures in this Article. To be eligible to serve as a Department Chair, a candidate must at the time of selection be a Member. The Chair shall normally be tenured at the rank of Associate Professor, or Professor or with continuing appointment normally at the rank of Instructor II, or Instructor III. A Member holding the position of Department Chair elected to the Board of Regents and excluded from the bargaining unit for that purpose shall be entitled to continue to carry out his/her responsibilities as Chair in accordance with this Article.
- 22.02 (1) Appointment to the **position of** Chair shall be for a term of three (3) years or five (5) years, the term to be mutually agreed upon by the Chair and DPC or Search Committee at the time of selection, pursuant to Clause 22.04.
- (2) **Upon the commencement of a Member's final term as Chair**, the Dean shall inform the Member that it is the Member's final term as Chair.
- (3) Except under exigent circumstances, a Member shall not serve more than two (2) consecutive terms as Chair or ten (10) years, whichever is less. The Dean shall consult with the Departmental Personnel Committee before nominating any Member **for an extension** beyond the lesser of two (2) consecutive terms or ten (10) years.
- 22.03 Review of Incumbent Chair
- At least six (6) months prior to the end of the** final year of an incumbent Chair's term, the Dean shall require the Chair to serve notice of his/her intent to step down or to seek another term along with an indication of preference (or lack thereof) for length of term. The Chair shall indicate his/her preference to seek either reappointment to a three or five year term or for an extension of a three year term to a five year term.
- (1) Department Review of Current Chair:
- The DPC chair shall provide ten (10) **Working Days'** notice to all Members of special department meeting to review the incumbent Chair. After the special meeting of the Department, the DPC shall administer a secret ballot of all Members of the Department, to vote on whether the incumbent Chair shall be reappointed or extended, and forward the results to the Dean.
- (2) If a majority of the Department vote is not in favour of an extension or reappointment of the current Chair, the Dean shall strike a Search Committee.
- 22.04 Selection of New Chair:
- (1) In the event that a search for a Chair is required, the Dean shall establish a Search Committee.
- (2) The Search Committee shall be composed of:
- (a) one-third (1/3) of the Members of the Department but normally not fewer than three (3) and not more than five (5), elected by and from the Members of the Department through secret ballot conducted by the DPC, but if there is a departure from this composition, the Employer shall advise the Association of the departure and the reasons therefore;
  - (b) the Chair of one (1) other Department selected by the DPC;
  - (c) the Chair of one (1) Department selected by the Dean; and
  - (d) the Dean or Associate Dean, who shall be a non-voting chair of the Committee.

- (3) Within twenty (20) **Working Days** of the establishment of the Search Committee, the Dean shall call a meeting of the Search Committee. The Search Committee shall solicit and evaluate nominations/applications forwarded to it by Members of the Department.
  - (4) If the position of Chair is approved as a vacancy in the Department, the position of Chair shall be advertised in external publications pursuant to Article 23. All applications from external candidates approved by the DPC shall be forwarded to the Search Committee as in the case of internal applications. The search for an external Chair does not preclude final selection of an internal candidate as Chair.
  - (5) The Search Committee shall forward a short list of not more than three (3) candidates to the chair of the DPC.
  - (6) Upon receipt of the short list, the DPC chair shall provide ten (10) **Working Days'** notice to all Members of a special department meeting to review the candidates. The DPC shall designate one of the Departmental appointees on the Search Committee to chair the special meeting, and to administer a secret ballot by all Members of the Department, and to forward the results to the Dean.
  - (7) Where there are three (3) short listed candidates, a second ballot shall be held. The candidate with the least support on the first ballot shall be excluded from the ballot.
  - (8) **As soon thereafter as practicable**, the chair of the DPC shall communicate the results of the final ballot to the Dean in writing whether or not a majority result has been achieved.
  - (9) For the purposes of this Article, a majority shall be defined as the majority of those voting.
- 22.05 At the conclusion of the vote conducted under either 22.03 or 22.04 as appropriate, the Dean shall forward to the Vice-President (Academic) the results of the vote, the short list of candidates in the case of a search, and his/her own recommendation.
- 22.06 (1) **As soon thereafter as practicable**, the Vice-President (Academic) shall provide written notice to the incumbent Chair in the case of reappointment or extension of term, or to the Chair-designate in the case of a new Chair, to the chair of the DPC and to the Dean of his/her decision to confirm or deny appointment.
- (2) Within ten (10) **Working Days** of a denial of appointment, the Vice-President (Academic) shall convene a meeting with all Department Members and the Dean in order to explain his/her decision and to reach a fair and reasonable resolution in the matter.
  - (3) The Vice-President (Academic) shall forward all deliberation results and his/her own recommendation to the President. In cases where agreement has not been reached, the Vice-President (Academic) shall recommend either:
    - (a) to appoint a Chair from the short list; or
    - (b) to declare a failed search and instruct the Review/Search Committee to commence a new search.
  - (4) The President shall decide the matter. In the event that the President determines in favour of option (b), the President shall make a recommendation for an Acting Chair pursuant to Clause 22.07.
- 22.07 (1) When a Chair resigns before completing his/her term, or is recalled pursuant to Clause



22.13, the Dean, after consulting with the Department, shall nominate a Member to act as Chair for a period that normally shall not exceed twelve (12) months. The Dean shall forward this nomination to the Vice-President (Academic), who shall confirm the appointment in writing.

- (2) Normally, an Acting Chair will be appointed from among the members of the Department. If it is not possible to do so, the Dean, after consulting the Department and the DPC, may nominate an Acting Chair from another Department.

22.08 When a Chair goes on leave for more than one (1) month, the Department shall recommend the appointment of an Acting Chair to the Dean; the Dean shall forward this recommendation to the Vice-President (Academic), who shall confirm the appointment prior to the commencement of the leave or as soon thereafter as possible.

22.09 The Chair provides academic leadership, represents the Department, and works to achieve progress and development in all matters affecting the academic life of the Department, the Faculty, and the University. Although responsible for communication, organization, and administration within the Department, the Chair has the responsibility to maintain his/her teaching and research and/or scholarship. The Chair is administratively responsible to the Dean. The Chair shall file an activity report pursuant to Clauses 14.16, 14.17 and 22.10, and shall be subject to evaluation pursuant to Clauses 14.18 and 14.19.

22.10 A Chair shall have the following responsibilities:

- (1) in consultation with **the Dean and** Department Members, to plan and implement Departmental policies and academic programs within the framework of Faculty and University policies, and to present Departmental proposals on policies and programs to the appropriate University bodies;
- (2) in consultation with Members and the Dean, to allocate and schedule the teaching duties and other responsibilities of Department Members;
- (3) to represent the Department inside and outside the University;
- (4) to supervise the faculty, students and programs of the Department;
- (5) to call and preside over meetings of the Department;
- (6) after consultation with teaching and non-teaching members of the Department, to submit to the Dean a written estimate of the Department's budgetary needs for the ensuing year in accordance with the policies for developing such budgets, which policies shall be communicated to the Chair;
- (7) to forward to the Dean the written recommendations of the appropriate Departmental body, together with his/ her own, in matters arising from Articles 14, 23, 24, 25, and 28 and any Letters of Understanding between the Parties appended to this Agreement;
- (8) to make recommendations to the Dean for the appointment of Contract Academic Staff;
- (9) to supervise and assess the annual performance of the Department's support staff;

- (10) to make known University policies as formulated by the Board, Senate and Faculty Council as they affect the Department;
- (11) to oversee the orderly administration of the Department, including the secure maintenance of Departmental records, files, activity and evaluation reports, and any other material related to the academic performance of Members, subject to Article 15 (Personnel Files) and Article 31.16 (Discipline), not including any anonymous material. Under no circumstance may any of this material be used for the purposes of evaluation, tenure and promotion, without the Member having first had the opportunity to review it; and
- (12) to perform such other duties in connection with the work and administration of the Department as the Dean may assign him/her, and as are consistent with his/her status as a Member of the bargaining unit.

## 22.11

### Recognition of Administrative Responsibilities

In recognition of administrative responsibilities, Chairs shall be entitled to the following compensation on an annual basis:

- (1) a stipend, pursuant to Article 28.10(b);
- (2) a reduction in teaching load based on the number of full-time equivalent (FTE) Department Members. Teaching reductions shall be determined as follows:
  - (a) three (3) to nine (9) FTE - 1.0 FCE
  - (b) ten (10) or more FTE - 1.5 FCE
- (3) Except in exceptional circumstances and as determined by the Dean in consultation with the Chair, the minimum teaching load for all Chairs is one (1) FCE.
- (4) A Chair shall normally not teach courses over and above the number specified in 22.11(2) unless the curricular demands of the Department cannot be met within the existing Departmental complement, or due to the non-availability of suitably qualified Contract Academic Staff. In the event that it is determined, in consultation with the Dean, that a Chair must teach courses over and above the prescribed number, the Chair may request that the additional course(s) be banked against a future teaching-reduced or teaching-free term pursuant to Clause 19.05 (3), or be paid out in accordance with the prevailing overload stipend, pursuant to Clause 28.10 (1)(a).
- (5) A Chair's Professional Activity Allowance (CPAA) to defray expenses related to the performance of his/her duties as Chair, exclusive of any hiring of staff or contractors. Access to CPAA is subject to the following provisions:
  - (a) A Chair shall be eligible to claim legitimate expenses against the CPAA equal to the amount of one third of an overload stipend. This amount shall be pro-rated based on the number of months or part thereof the Member serves as Chair and any unexpended portion of the CPAA shall carry over into each subsequent fiscal year up to six (6) months following completion of the Member's term of service as Chair.
  - (b) A Chair may draw on these funds up to six months following expiry of

his/her term of service as Chair to defray legitimate expenses at any time that the Member has accumulated receipts totaling at least \$250, or the remainder of the Member's CPAA, whichever is the lower amount.

(c) The Chair shall present his/her Dean with receipts or records of purchase of items or of travel and travel related expenses.

(6) Chairs traveling on authorized University business occasioned by their service as Chair shall be reimbursed for incurred expenses in accordance with current University policy.

(7) In recognition of their administrative responsibilities, Directors shall be eligible for an appropriate reduction of teaching load as specified in Clause 22.11(2). The Director's Department shall receive compensation for the reduction. The administrative responsibilities of the Director shall be subject to annual evaluation in accordance with some or all of the criteria of Clauses 22.09 and 22.10. The exact nature and scope of the criteria to be used will be determined for each Director through mutual agreement of the Director and the appropriate Dean, in consultation with the Vice-President (Academic), and shall be included in the letter of appointment of the Director.

(8) A Member holding the position of Department Chair shall be entitled, upon being elected to the position of UWFA President or upon being appointed to the position of Grievance Officer, to a one-year leave of his/her responsibility as Chair and during such a year to be replaced by an Acting Chair. Such a leave would not constitute a break in the Member's term as Chair, but would be served without the Chair's stipend or the Chair's Professional Activity Account, except insofar as the CPAA is subject to the carry-over provision of Clause 22.11(5)(a).

22.12 A Chair or Acting Chair may have his/her appointment as Chair terminated by the President for just cause pursuant to Article 31.

22.13 The recall of a Chair shall occur according to the following procedures:

(1) In order to initiate the recall of a Chair, a majority of Department Members must petition the Dean in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the incumbent Chair.

(2) Following receipt of a recall petition, the Dean shall hold individual consultations with all Department Members, and with the incumbent Chair, and, within fifteen (15) Working Days forward a recommendation on recall to the Vice-President (Academic).

(3) The Vice-President (Academic) shall provide the Department and the incumbent Chair with written notice of his/her decision on the recall, including supporting reasons.

## **ARTICLE 23: APPOINTMENTS**

23.01 Appointments are made by the President on behalf of the Board. The Departmental Personnel Committee (DPC) shall recommend a qualified and suitable candidate to fill an authorized vacancy in the bargaining unit. This written recommendation together with the written recommendation of the Chair/ Director shall be presented to the appropriate Administrator who shall transmit these recommendations, together with his/her written

recommendation, to the Vice-President (Academic). Upon recommendation from the DPC, the Chair, the appropriate Administrator, and the Vice-President (Academic), the President may grant tenure or continuing appointment on initial appointment if the successful candidate has shown evidence of performance which meets the criteria for tenure or continuing appointment as set out in Article 24.

23.02 Appointments Procedure

The Chair/Director /Administrator shall be informed in writing by the Dean/Vice-President (Academic) that the process to fill a position in the bargaining unit may be initiated. The Parties agree that normally such notification prior to January 1. A copy of this communication shall be sent to the Association and the **Human Rights and Diversity Officer** at the same time it is sent to the Chair /Director /Administrator. Upon receipt of such communication, the Association may express its concerns regarding the position and the position's compliance with the Collective Agreement.

23.03 The Dean/ /Administrator, in consultation with the DPC and the Chair/Director, shall review and/or establish an appropriate job description or description of the duties and responsibilities of vacant or established or new positions in the bargaining unit, the specific rank(s) (i.e. Instructor; Professoriate), the required qualifications and the desired qualifications of a successful candidate. In the event there is no agreement between the Dean /Administrator and the DPC within five (5) **Working Days**, the matter shall be referred, in writing, by the Dean /Administrator to the Vice-President (Academic)/President stating the areas of disagreement for resolution.

23.04 The DPC shall provide the Dean /Administrator with the detailed information to be placed in any advertisement for any authorized vacancy in the bargaining unit. Such information and the advertisement shall be consistent with the description of duties and responsibilities as determined in Clause 23.03. A copy of any such advertisement shall be provided to the DPC and to the Association three (3) **Working Days** prior to submission for publication.

23.05 (1) Except in emergency situations all bargaining unit positions shall be advertised. The Association shall be notified of any such emergency situations, the rationale and the particulars of the position. Advertising shall be designed to reach qualified Canadians and permanent residents, and shall include advertisements within the University and outside the University, in publications in the discipline concerned (where applicable) as determined by the Chair and the DPC as well as in the CAUT Bulletin and the AUCC University Affairs.

(2) Pursuant to Article 35, and in consultation with the **Human Rights and Diversity Officer**, advertisements will also be placed in appropriate forums designed to attract equity-seeking groups. Such publications will be identified in a list recommended by the University's **Human Rights and Diversity Officer** in consultation with the University's Employment Equity Advisory Committee to the Dean/ Administrator. Where the cost of advertising in all relevant publications is prohibitive, the University's **Human Rights and Diversity Officer** normally shall provide advice regarding which of the listed publications have highest priority in light of the employment equity goals of the University and the Department/Unit.

23.06 Applications for appointment are to be addressed to the Chair/Director or the appropriate Administrator who shall forward them to the DPC.

23.07 (1) When the DPC interviews a candidate, all Members of the Department/Unit and the

Dean/ Administrator shall be given a reasonable opportunity to meet with the candidate. The Vice-President (Academic) may interview an applicant for an appointment.

- (2) All persons who are interviewed for positions under the Collective Agreement will be informed by the appropriate Administrator about the Collective Agreement and the University of Winnipeg Faculty Association and shall meet with the Association Executive Director or his/her designate.
- 23.08 Following evaluation of all applicants, the DPC shall recommend by majority vote the appointment of a specific candidate. The DPC shall make its recommendation using the form found in the Appendices. Such recommendations shall be consistent with the provisions of this Agreement and signed by the members of the DPC. All members of the DPC, within five (5) **Working Days** of the completion of the DPC's recommendation regarding an appointment, shall either sign the recommendation indicating support or submit a signed dissenting opinion which shall be attached to the recommendation. Failure to do either shall be considered an abstention. Abstentions shall carry no weight for or against a recommendation. The chair of the DPC shall forward the DPC's recommendation, along with any signed dissenting opinion(s), to the appropriate Administrator.
- 23.09 The Chair/Director shall convey the DPC's recommendation together with his/her own, and any dissenting opinions, and upon request, all applications for the position, Dean/ Administrator shall convey the recommendations of the DPC, together with his/her own, to the Vice-President (Academic). If the Dean/Administrator disagrees with the recommendation of the DPC, he/she shall meet with the DPC and advise it, in writing of his/her reasons for disagreeing with the DPC's recommendation. The Dean/ Administrator may ask the DPC to reconsider its recommendation. If no agreement is forthcoming within ten (10) **Working Days** of the Dean/ Administrator's receipt of the original DPC's recommendation, the Dean/Administrator shall forward the DPC's and his/her recommendation to the Vice-President (Academic). In the case of Counsellors, the Registrar shall forward the DPC's, the Chair/Director's, and his/her own recommendation to the Vice-President (Academic). The Vice-President (Academic) shall forward the recommendation of the Dean/Administrator, the DPC's and his/her own recommendation to the President.
- 23.10 If the President is in agreement with the DPC's recommendation, he/she shall make the appointment on behalf of the Employer. If the President is in disagreement with the DPC's recommendation, he/she shall advise the DPC, in writing, with a copy to the Dean/ Administrator and Vice-President (Academic), giving the reasons for his/her disagreement and the DPC shall reconsider its recommendation. The DPC shall be given two (2) weeks to reconsider its recommendation. If in the DPC's reconsideration, it does not change its original recommendation or provide sufficient justification for its recommendation, the President may declare a failed search.
- 23.11 All appointments must comply with Federal and Provincial Government employment and immigration regulations.
- 23.12 The successful candidate or any person who enters the bargaining unit shall receive a letter of appointment signed by the President, or designate, specifying the precise terms of employment, including:
- (1) Rank and the basis for assignment to that rank;
  - (2) Type of appointment;

- (3) Date at which the appointment commences;
- (4) Department/Unit in which the candidate is to be appointed;
- (5) Initial salary and its position in the salary structure;
- (6) Credited years in rank, if any, for purposes of promotion;
- (7) Term and specific nature of the appointment, where applicable;
- (8) Duration of the probationary period, where applicable;
- (9) Latest date at which renewal and/or tenure or continuing appointment proceedings may be commenced, where applicable;
- (10) A statement that the teaching/professional duties will be assigned by the Dean/**Administrator** in consultation with the Chair/ Director and whether any teaching load reduction is granted;
- (11) Job description, where applicable;
- (12) A statement that the appointment is subject to the provisions of this Agreement along with a link to an electronic copy of this Agreement;
- (13) The amount of any market supplement granted pursuant to Clause 28.09 (1);
- (14) The nature and amount of any support committed for research and other scholarly activities; and
- (15) Any other matters deemed important by the President.

23.13 A copy of each letter of appointment, including all material pursuant to Clause 23.12, shall be forwarded to the Association within five (5) **Working Days** of receipt of acceptance by the candidate.

#### 23.14 Ranks

Appointment of a Faculty Member shall be to the rank of:

- (1) Lecturer; or,
- (2) Assistant Professor; or,
- (3) Associate Professor; or,
- (4) Professor.

23.15 Appointment of a Counsellor Member shall be to the rank of:

- (1) Instructor I; or,
- (2) Instructor II; or,
- (3) Instructor III; or,
- (4) Lecturer; or,
- (5) Assistant Professor; or,
- (6) Associate Professor; or,
- (7) Professor.

23.16 Appointment of a Librarian Member shall be to the rank of:

- (1) Librarian I; or,
- (2) Librarian II; or,
- (3) Librarian III; or,
- (4) Librarian IV.

23.17 Appointment of an Instructor, or Athletic Therapist Member shall be to the rank of:

- (1) Instructor I; or,
- (2) Instructor II; or,
- (3) Instructor III.

23.18 For appointments to the positions of Coach and the Director of Student Teaching there shall be no ranks. They may apply for conversion to the rank of Instructor II or Instructor III. The rank will be granted if they meet the conditions for promotion as outlined in Clause 25.16.

23.19 The assignment of rank shall be in accordance with the criteria provided for each rank in Article 24.

#### 23.20 Joint and Cross Appointments

- (1) The Association shall be notified of all proposed **Joint and Cross Appointments** and all such appointments shall be by Memorandum of Agreement between the Parties.
- (2) The Memorandum of Agreement shall specify the composition of the DPC for the purpose of Evaluation as per Clause 14.18, and Tenure and Promotion as per Article 24 and Promotion as per Article 25.
- (3) The allocation of the Member's teaching load and distribution of service responsibilities shall be determined by the relevant Dean(s) in consultation with the Chairs and Member.

#### 23.21 Term of Appointments

All bargaining unit appointments shall be full-time:

- (1) with term; or,
- (2) Probationary; or,
- (3) Without term (i.e. continuing or tenured).

#### 23.22 Specific Term Appointments

- (1) Appointments shall normally start on August 1.
- (2) There shall be no term appointments of less than 12 months with the exceptions as listed below:
  - (a) An appointment to the rank of Librarian I, II, III or IV, which shall be for no less than one full academic term.
  - (b) An appointment to the rank of Instructor I, II or III or in accordance with candidate's qualifications and experience in the Faculty of Education where previous primary or secondary school teaching experience is a qualification for the position. In this instance, the appointment shall be for no more than nine (9) months and is subject to renewal for a maximum duration of five (5) Academic Years.

- (c) Other appointments of a special nature, such as Writer-in-Residence or Special Visiting Professor, upon a Memorandum of Agreement with the Association.
  - (d) In exceptional circumstances where a department's staffing complement or curricular needs cannot be met by a twelve (12) month term or a contract faculty appointment, the Dean may authorize an appointment of a ten (10) month term in accordance with the Letter of Understanding between the Parties appended to this Agreement. The Employer shall notify the Association of all such appointments.
  - (e) No Member on a ten (10) month term appointment made in these circumstances (excepting Appointments made in accordance with Article 23.22(2)(b)) may be renewed more than once and the Association shall be given notice of all such renewals. If a Member is to be considered for a further appointment beyond the second academic year, any new contract shall be for a minimum of twelve (12) months.
- (3) Specific appointments with term for Faculty Members normally shall be for a maximum period of thirty-six (36) months and carry no implications for renewal.
  - (4) Term appointments to the rank of Librarian, Instructor, Counsellor, Coach, Athletic Therapist, Director of Student Teaching or Supervisor - Technical Theatre Program, shall be for a maximum period of thirty-six (36) months and carry no implications for renewal.
  - (5) A specific appointment with term for Faculty Members shall not be renewed or continued beyond three (3) years except as provided in Clauses 23.23(1)(c)(iii), 23.23(1)(d), 23.23(1)(e), 23.23(1)(g) and 26.24.
  - (6) Notwithstanding the foregoing, a Member who has held a specific appointment with term for the maximum period of thirty-six (36) months or is holding a specific appointment with term shall be eligible to apply for an appointment with term to a different temporary position.
  - (7) Members on specific appointments with term shall have the same entitlement to benefits in accordance with Article 29 as other Members who are on continuing, probationary, or tenured appointments, except that those Members hired under 23.22 (2) on ten (10) month appointments shall receive a pro-rated TPDA and all term appointments shall only receive one Health Spending Account allotment that shall be provided January 1 of the calendar year following their appointment. Participation in the Pension Plan shall be in accordance with the terms and conditions as outlined in the Pension Plan.
  - (8) Members on specific appointments with term shall have the same vacation entitlement as other Members who are on continuing, probationary, or tenured appointments. Those Members hired under 23.22 (2) (a) for less than nine (9) months shall have their vacation pro-rated and paid as part of their salary. Members hired under 23.22 (2) for ten (10) months shall have their vacation pro-rated and be deemed to have taken all vacation to which they are entitled. There shall be no pay-out of vacation for these Members.
  - (9) Members on specific appointments with term shall submit an annual activity report and receive an annual evaluation report as per Article 14.
  - (10) Members on twelve-month specific appointment with term employed on March 31, shall receive a CDI.



23.23 Term Appointments are not a substitute for probationary appointments.

- (1) An appointment with term shall only be made to meet the following special needs:
  - (a) To replace an individual on leave;
  - (b) To staff a position which is part of a new program presented by the University 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) To staff a position in response to unanticipated circumstances such as:
    - (i) The death or resignation of a Member; or,
    - (ii) A dramatic enrolment increase in one (1) year; or,
    - (iii) Illness of a Member for one (1) or more years, such replacement's term shall be for a one (1) or more years to a maximum of five (5) years;
  - (d) To replace a Member appointed to a position as an academic administrator. The appointment with term may be continued for the duration of the administrative appointment including the subsequent administrative leave.
  - (e) To replace a Member on reduced appointment.
  - (f) Failure of search pursuant to Clauses 23.02 through 23.11 inclusive.
  - (g) To staff a position with salary and benefits that is:
    - (i) entirely dependent upon funds from outside the Council on Post-Secondary Education Baseline Operating Grant or Tri-Council Awards/Fellowships for a maximum period of up to five (5) years or for as long as funding is available; or
    - (ii) a non-renewable new position.
  - (h) To staff a position in accordance with Clause 23.23 (Spousal Hire).**
- (2) The Association shall be provided with the relevant details of these positions.
- (3) The **Dean shall inform the** Association in writing of any appointment with term and the special need(s) giving rise to such an appointment.
- (4) A term appointment of twelve (12) months or longer may be renewed where it meets at least one of the special needs set out in Clause 23.23(1). **The Dean shall inform the Association in writing of the renewal and the reason(s) therefor.** Whenever possible, the Member whose term appointment is to be renewed shall be given four (4) months' written notice of the renewal.

23.24 A Member with an appointment with term who subsequently accepts a probationary appointment in the same Department/Unit shall at the Member's request be credited for all time spent on appointment with term for the purposes of this Agreement. **Such request may only be made by the Member at the date of his/her acceptance of the probationary appointment.**

- 23.25 In accordance with the DPC's responsibilities in Article 13 and pursuant to Clauses 23.22(3) and (4), in the final year of the Member's maximum term appointment, the DPC shall determine whether there is an ongoing requirement for a continuing or tenure track appointment in the same department. If the DPC recommends an ongoing appointment, it shall recommend to the **Chair and Dean** either that the standard search procedure be waived and that the Member be appointed to a probationary appointment consistent with his/her rank, or alternatively that a candidate search be undertaken in accordance with Article 23.02 to 23.05. Should the Dean determine that an employment advertisement be undertaken, the Member who has served the maximum term shall be eligible to apply for the position. UWFA shall be given 10 days notice of the decision to appoint the Member or advertise for the position.
- 23.26 Appointment of Members as Directors
- (1) A Member shall be initially appointed as a Director only by the President on the recommendation of the Vice President (Academic) to a length of term to be decided by the President. The administrative responsibilities of a Director shall be determined by the Dean and shall be subject to annual evaluation in accordance with the relevant criteria of Clauses 22.09 and 22.10, to be determined through mutual agreement of the Director and the Dean. In recognition of the administrative responsibilities of a Director, he or she shall be eligible for consideration for a reduction of teaching load to be determined by the Dean. The Dean shall determine and communicate this reduction to the Director and the Department of the incumbent each year. The Department of the Director shall receive compensation for the reduction of teaching load provided to the Director.
- (2) Subsequent appointments as a Director shall be subject to a review as per the procedures set out in Clause 22.03 (Review of Incumbent Chair).
- 23.27 Probationary Appointments
- A probationary appointment for a Faculty Member at the professorial rank shall be for a period of not more than five (5) years. Subject to satisfactory performance, as determined by an annual review, the probationary appointment shall lead to consideration for tenure, pursuant to Article 24, no later than November 15 of the fifth year, except pursuant to Clause 24.05.
- 23.28 A probationary appointment for a Librarian, Coach, Athletic Therapist, Director of Student Teaching, Supervisor - Technical Theatre Program or an Instructor Member shall be for a period of not more than three (3) years. Subject to satisfactory performance, as determined by an annual review, the probationary appointment shall lead to consideration for a continuing appointment, pursuant to Article 24, no later than November 15 of the third year except pursuant to Clause 24.05.
- 23.29 A probationary appointment for a Counsellor Member at the rank of Instructor level shall be for a period of not more than three (3) years. Subject to satisfactory performance, as determined by an annual review, the probationary appointment shall lead to consideration for continuing appointment, pursuant to Article 24, no later than November 15 of the third year, except pursuant to Clause 24.05.
- 23.30 Tenured and Continuing Appointments
- A tenured or a continuing appointment shall continue until retirement, resignation or until otherwise terminated, pursuant to this Agreement.

23.31 (1) Appointment of a Canada Research Chair (CRC)

Appointments of Canada Research Chairs are made by the President in accordance with the provisions of this Clause, and the guidelines governing CRCs as established or amended by the Federal Government. Amendments to the guidelines shall override this clause. A Canada Research Chair Nomination Review Committee (CRCNRC) shall recommend in writing to the President a qualified and suitable candidate(s) to fill a CRC position allocated to the University of Winnipeg. The President may recommend that the CRC nomination go forward for consideration by the national CRC adjudication bodies. Following a positive adjudication at the national level, the President may grant an appointment with tenure at the appropriate rank if a successful nominee has shown evidence of performance which meets the criteria for tenure as set out in Article 24.

All appointments must comply with Canada Employment and Immigration regulations governing Canada Research Chairs.

(2) Nomination Review Committee

The appropriate senior Administrator shall inform the Association of the intention to nominate a CRC in a particular area and will indicate which Departments/programs are considered to be affected by this potential appointment. An appropriate period of time for feedback will be provided for other departments/programs to indicate their links to the field of study. Once a final list of affected Departments/programs has been determined, Members in those Departments/programs will be able to seek election to the positions allocated for Members. All Members in those Departments/programs will be eligible to vote in this election. No Department/program will have more than two (2) of its Members elected to the CRCNRC.

Members of the CRCNRC shall not be on research/study leave, political leave, unpaid leave of absence except educational leave, or administrative leave and shall make themselves available for committee meetings. The majority of the CRCNRC shall have probationary or tenured appointments. Members will be elected to consider nominees for one CRC position. There will be a separate committee for each CRC position.

The Committee shall consist of seven voting members: four (4) faculty Members, an appropriate Dean, the senior Academic Administrator responsible for Research) and the Vice-President (Academic).

The Vice-President (Academic) shall Chair the CRCNRC and be responsible for ensuring that the CRCNRC is formed and the elections conducted.

23.32 Spousal Hire

(1) Where, in accordance with the provisions of this Article:

(a) The candidate recommended for appointment has a spouse who is seeking an academic appointment, and where the candidate's acceptance of an appointment is contingent upon his/her spouse obtaining a term appointment, the University may depart from the procedures for search and advertising specified in the agreement vis a vis the spouse to facilitate the recruitment of the candidate; or

(b) A Member has a spouse who is seeking an academic appointment, and where the Member's remaining at the University is contingent upon his/her spouse obtaining a term

appointment, the University may depart from the procedures for search and advertising specified in this agreement vis a vis the spouse to facilitate the retention of the candidate.

- (2) The Association shall be notified in writing within ten (10) **Working Days** of Clause 23.32 being invoked. The notice shall include the names of both individuals, the types of appointments, ranks and departments. Within two (2) **Working Days** of receipt of the notice, the Association shall forward any concerns it may have about the proposed hiring process to the Dean and the Vice-President (Academic) and shall convey its concerns, if any, regarding the process in question.
- (3) Where Clause 23.32(1) is to be invoked, the following procedures shall apply:
  - (a) The Dean of the Faculty in which the spouse is seeking a term appointment must give his/her consent to consideration of the spouse's appointment in that Faculty. Prior to making this decision, the Dean shall seek the recommendation of the DPC of the department in which the spouse would be seeking a term appointment.
  - (b) Where the Dean gives his/her consent pursuant to 23.32(3) (a) the DPC shall review the application, interview the applicant, and, having regard to the department priorities and requirements, shall make a recommendation which shall be forwarded to the Dean. The Dean shall forward it to the Vice-President (Academic).
- (4)
  - (a) Where the spouse is seeking an appointment as an academic librarian, the Dean of the Library must give his/her consent to consideration of the spouse's application for a term appointment in the Library. Prior to making this decision, the Dean of the Library shall seek the recommendation of the DPC.
  - (b) Where the Dean of the Library gives his/her consent pursuant to Article 23.32(4)(a) the DPC shall review the application, interview the applicant, and, having regard to the department priorities and requirements, shall make a recommendation which shall be forwarded to the Dean of the Library. The Dean of the Library shall forward this recommendation to the Vice-President (Academic).
- (5) The length of the term appointment for a spousal hire shall not exceed three (3) years.
- (6) In the final year of the Member's term appointment, the Chair and DPC shall decide whether to convert the appointment to a continuing or probationary appointment in the Department.
- (7) The final decision on the conversion of a spousal appointment to a tenure track position shall be made by the Chair and DPC, and conveyed to the Dean/Administrator, who shall forward their decisions to the Vice-President (Academic).
- (8) Conversion of a spousal appointment and the initial spousal appointment shall constitute an addition to the existing staff complement and shall not, in any case, replace or substitute for a position in the existing complement nor shall the conversion or the initial spousal appointment derogate from any funding for non spousal appointments.
- (9) In no case under this Article may a spousal appointment be made without the recommendation of the DPC.

**ARTICLE 24: CONTINUING APPOINTMENT – Effective April 1, 2015**

- 24.01** Continuing appointment shall mean a non-Faculty appointment without term, such as, but not limited to, Librarian, Instructor or Coach, that continues until retirement or until otherwise terminated in accordance with the provisions of this Agreement.
- 24.02** Decisions on the granting of continuing appointments shall be made by the President, who shall give due consideration to the recommendations of:
- (1)** the Tenure/Promotion and Continuing Appointment Committee (TPCAC), as defined in Clauses 13.02 and 13.03;
  - (2)** the Chair/ Director of the Member applicant's Department/ program (where applicable);
  - (3)** the Dean/Administrator; and
  - (4)** the Vice-President (Academic).
- 24.03** The Employer recognizes that alternative career paths may be an essential component of an Employment Equity Program. In this situation or in exceptional circumstances, on the recommendation of the Dean/Administrator and the Vice-President (Academic), the President 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 to the Dean/Administrator no later than April 1 of the penultimate year of a probationary appointment. A similar extension of the probationary period for up to two (2) years shall be granted if the Member takes maternity/parental leave, takes leave to care for an infirm family member, or takes sick leave.
- 24.04** **Continuing Appointment Application Procedure**
- Applications for continuing appointment shall be made to the Dean/Administrator and the Member's Chair/Director by no later than June 30<sup>th</sup> of the final year of a probationary appointment. The applicant shall provide the TPCAC with whatever information he/she or the TPCAC deems necessary to justify his/her being granted a continuing appointment. All applications shall require:
- (1)** a completed Application for Continuing Appointment as set out in the Appendices to this Agreement;
  - (2)** a curriculum vitae in a format appropriate to the applicant's discipline; and
  - (3)** all Annual Activity and Evaluation Report(s).
- 24.05** **The TPCAC's and Chair's Evaluations**
- (1)** The TPCAC shall meet to consider all applications for continuing appointment, but no Member shall serve on the TPCAC while his/her own candidacy is under consideration.
  - (2)** The Member's Chair/Director shall serve as a non-voting member of the TPCAC.

- (3) The TPCAC shall not assess any applications until all required material has been submitted or obtained.
- (4) The Dean/Administrator is responsible for ensuring that procedural fairness is maintained in the consideration of applications by the TPCAC and Chair.
- (5) If the Dean/Administrator determines that there was a breach of procedural fairness, he/she shall take appropriate steps to remedy the breach.
- (6) The TPC shall assess the Member's overall record of performance using the appropriate conditions and general criteria pursuant to Clause 24.09 or 24.11 and the Faculty-based criteria pursuant to Clause 24.11. Where the TPC is unable to make a positive recommendation based on the information provided, the Member shall be invited to appear before the TPCAC and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The Member shall have the right to be accompanied by another Member.
- (7) The TPCAC's recommendation shall include a numerical record of the vote upon which the recommendation is based and a summary of assenting and dissenting opinion(s) (if any). The Dean shall provide the Member and the Chair with a copy of the recommendation.
- (8) The Chair shall formulate his/ her own recommendation and reasons therefor, and forward it to the Dean.
- (9) The Dean shall inform the Member of the Chair's recommendation and provide him/her with a written statement of the reasons for that recommendation.

#### 24.06

#### The Dean/ Administrator's Recommendation

- (1) The Dean/Administrator shall formulate his/her own recommendation. Where the recommendation is negative, the Member shall be notified in writing, provided with the reasons therefor (e.g. documentation on the personnel file), and given the opportunity to meet with the Dean/Administrator to discuss the recommendation within ten (10) working days of the notification. The Member shall have the right to be accompanied by another Member. The Member should supply a written statement of the items to be discussed, including the Member's response and/or additional documentation, prior to the meeting. The Member's response and additional documentation shall be attached to the Member's application and will be provided to the Vice-President (Academic) and the President. No additional copies of the information shall be made.
- (2) If an application for continuing appointment is made in any year prior to the final year of the probationary period, then following the Member's receipt of the recommendations of the TPCAC, the Chair and the Dean and any meeting with the Dean in accordance with Clause 24.06(1), the Member may indicate to the Dean/Administrator in writing that he/she wishes to withdraw his/her application for continuing appointment without prejudice. Such letter shall be the only reference to the application for continuing appointment in the Member's personnel file.
- (3) The Dean/ Administrator shall forward the application and supporting

documentation together with the recommendations and reasons of the TPCAC, the Chair and his/her own recommendation to the Vice-President (Academic). At the same time, a copy of the Dean's and Chair's recommendations shall be forwarded to the Member and to the TPCAC for its information.

**24.07      The Recommendation of the Vice-President (Academic)**

- (1) The Vice-President (Academic) shall review the recommendations of the TPCAC, Chair/ Director and Dean/ Administrator.
- (2) The Dean/Administrator, as chair of the TPCAC, shall have an opportunity to present the recommendations of the TPCAC.
- (3) The Dean/Administrator shall have an opportunity to present his/her recommendations to the Vice-President (Academic).
- (4) The Member shall be invited to meet with the Vice-President (Academic) to discuss the recommendations. The Member shall have received the recommendations at least five (5) Working Days in advance of the meeting with the Vice-President (Academic). The Member shall have the right to be accompanied by another Member.
- (5) The Vice-President (Academic) shall forward to the President and the Member his/her recommendation, together with all other recommendations and any dissenting opinion(s) received by the Vice-President (Academic) pursuant to Clause 24.06.

**24.08      The Decision of the President**

- (1) The President may invite the Member to meet with the President to discuss the recommendations. The Member shall have the right to be accompanied by another Member.
- (2) The President shall inform the Member by March 31 of his/her decision regarding the granting of a continuing appointment.
- (3) Continuing appointment for Members shall be effective immediately upon the President's approval.
- (4) In the case of a denial of a continuing appointment, the President shall provide written reasons for the decision and the Member's appointment shall normally be terminated effective June 30.

**24.09      Conditions and General Criteria for Continuing Appointments: Librarians**

In order to be awarded continuing appointment, pursuant to Clause 24, a Librarian Member shall meet the following conditions and general criteria:

- (1) hold an initial undergraduate degree and a professional library science degree from a recognized school; and
- (2) have two (2) years of full-time professional experience as a Librarian or an equivalent amount of part-time experience; and

- (3) have performed satisfactorily his/her duties and professional responsibilities; and
- (4) have fulfilled any additional agreed upon requirements stated in the letter of appointment.

**24.10 Conditions and General Criteria for Continuing Appointments - Instructors, Counsellors, Coaches, Athletic Therapists, Director of Student Teaching, Supervisor - Technical Theatre Program**

In order to be awarded continuing appointment, a Member shall meet the following conditions and general criteria:

- (1) have performed the duties and responsibilities of the position at a satisfactory level and, where those responsibilities involve teaching, have satisfactorily performed his/her teaching responsibilities as specified in Clause 25.13(1)(b) ; and
- (2) have professional competence in his/her specialization and/or classification; and
- (3) have a satisfactory record of Departmental/program service and, where appropriate, reasonable administrative service within the University community, pursuant to Clause 14.10 (2)(b); and
- (4) have fulfilled any additional agreed upon requirements stated in the letter of appointment.

**24.11 Faculty-Based Criteria for Continuing Appointment**

In order to be awarded continuing appointment, Members shall also meet the Faculty-based criteria established for their Faculty. Faculty-based criteria shall be determined in accordance with the following procedures:

- (1) The Dean of each Faculty shall set criteria for continuing appointment within the Faculty including the relative importance of teaching, research and service. These Faculty-based criteria shall be consistent with the general criteria and conditions for continuing appointment set out in the agreement and shall not specify a minimum number of required publications, the names of specific journals, or amounts and names of specific sources of research funding.
- (2) In formulating the Faculty-based criteria, the Dean shall consult with Chairs and DPC chairs (who shall be given the opportunity to provide written submissions), and with the Vice-President (Academic). Following these consultations, the Dean shall establish the criteria, which shall be posted on the University's website and provided to all new Members.
- (3) The Faculty-based criteria established by the Dean shall be reviewed every five (5) years, and the Dean shall consult Chairs, DPC chairs and the Vice-President (Academic) in determining what changes, if any, should be made.
- (4) In the event that the Faculty-based criteria are changed within the three (3) year period prior to a Member's application for continuing appointment, the Member can elect at the time of his/her application whether the old or new



**Faculty-based criteria shall be used.**

**ARTICLE 25 TENURE AND PROMOTION – Effective April 1, 2015**

- 25.01 (1) Promotion for a Faculty Member shall be an advancement in rank from Lecturer to Assistant Professor, from Assistant Professor to Associate Professor and from Associate Professor to Professor.
- (2) Promotion for a Librarian Member shall be an advancement in rank from Librarian I to Librarian II, from Librarian II to Librarian III and from Librarian III to Librarian IV.
- (3) Promotion of an Instructor Member shall be an advancement in rank from Instructor I to Instructor II and from Instructor II to Instructor III.
- (4) Promotion for a Counsellor Member shall be an advancement in rank from Instructor I through the ranks to Instructor III.
- 25.02 Decisions on promotion shall be made by the President, who shall give due consideration to the recommendations of:
- (1) The **Tenure/Promotion and Continuing Appointment Committee (TPCAC)**, as defined in Clauses **13.04 through 13.07**;
- (2) the Chair/ Director of the Member applicant's Department/ program (where applicable);
- (3) The Dean/ Administrator; and
- (4) The Vice-President (Academic).
- 25.03 **Relationship between Tenure and Promotion to Associate Professor**
- For a Member with a probationary appointment at the Assistant Professor rank, tenure and promotion to Associate Professor are inextricably linked. A recommendation from an evaluative body cannot be for tenure only; it shall be for tenure and promotion to Associate Professor. The recommendation cannot be divided into separate components.**
- 25.04 **Extension of the Probationary Period in Exceptional Circumstances**
- (1) **In exceptional circumstances, a Member's probationary period may be extended for up to two (2) years by the President, taking into consideration any recommendations from the evaluative bodies and individuals. The decision to provide an extension shall be understood as encouragement of the candidate's further progress toward tenure and promotion and not as a first step toward denial. This extension may involve exceptional circumstances such as one or more of the following:**
- (a) **the Member demonstrates documented high promise of teaching and research/scholarship to be realized in the immediate future (i.e., no longer than two years) or has had a major change in field of academic concentration;**

- (b) there have been medical circumstances supported by documentation satisfactory to the Employer that have delayed the Member from realizing his/her promise. Where medical leave is relevant, Human Resources shall supply a document stating only that the Member was on medical leave for *bona fide* reasons and the duration of that leave. No personal medical information may be shared with any evaluative body.
- (2) The Employer recognizes that alternative career paths may be an essential component of an Employment Equity Program. In this situation or in exceptional circumstances, on the recommendation of the Dean/Administrator and the Vice-President (Academic), the President 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 to the Dean/Administrator no later than April 1 of the penultimate year of a probationary appointment. A similar extension of the probationary period for up to two (2) years shall be granted if the Member takes maternity/parental leave, takes leave to care for an infirm family member, or takes sick leave.

## 25.05

### Application for Promotion

A Member may apply for promotion in writing to his/her Dean/ Administrator no later than June 30. The applicant shall provide the TPCAC with whatever information he/she or the TPCAC deems necessary to justify his/her being granted promotion. All applications shall include:

- (1) a completed standardized form set out in the Appendices to the Agreement;
- (2) annual evaluations (including material pursuant to Clause 14.18) covering the period since the last promotion or, if the application is for a first promotion, as governed by the letter of appointment of the Member, and Merit recommendations (if any) covering the same period;
- (3) a curriculum vitae in a format appropriate to the applicant's discipline;
- (4) evidence of teaching performance as specified in Clause 25.13(1)(b);
- (5) three (3) copies of four (4) publications (or other substantive evidence) for promotion to Professor, or three (3) copies of each of up to three (3) publications (or other substantive evidence) for promotion to Associate Professor, as appropriate to the Member's discipline which the Member considers to be the most important or the most representative of his/her work;
- (6) a list of at least five (5) referees external to the University, scholars who are recognized experts in the applicant's field. For promotion to Full Professor, at least three (3) of the nominated referees must hold the rank of Professor or, in exceptional circumstances appropriate to the applicant's field, equivalent stature. Each name must be accompanied by a brief description of the nominee's qualifications to serve as referee. The list of referees shall be consistent with the University of Winnipeg Conflict of Interest Policy and Article 37 – Conflict of Interest and shall not include individuals who were the applicant's thesis supervisor, or postdoctoral supervisor; and
- (7) such other material and information as the Member wants considered in

support of his/her application for promotion.

**25.06      External Evaluation**

- (1) The Dean/Administrator, in consultation with the applicant's Chair (where applicable), will select three (3) external referees to provide evaluations of the applicant. If the Dean/Administrator is unable to agree to at least three (3) of the referees nominated by the applicant, the applicant may submit a supplementary list of names that the Dean/Administrator is prepared to use to meet the requirement of at least three (3) referees. Alternatively, the applicant may agree to a mutually acceptable roster from a pool of names submitted by the applicant, the Dean/Administrator and the Chair/Director. All of the nominees must, in any case, be acceptable to the applicant.
- (2) The Dean/Administrator shall confirm that the referees will be prepared to provide an evaluation of the Member's research.
- (3) Immediately upon receiving such confirmation, the Dean/Administrator shall forward to each referee a copy of the Member's curriculum vitae, the publications (or other substantive evidence) and a letter requesting that the referee evaluate the Member's submitted publications as well as any other published or unpublished research of the Member which is known to the referee. The referee shall be requested to provide his/ her evaluation within four (4) weeks.
- (4) Once the Dean receives the required letters of appraisal from the external referees, he/she shall forward all applications and supporting documentation to the TPCAC.

**25.07      The TPCAC's and Chair's Evaluations and Recommendations**

- (1) The TPCAC shall meet to consider all applications for promotion, but no Member shall serve on the TPCAC while his/her own candidacy is under consideration. The TPCAC shall assess the Member's overall record of performance using the appropriate conditions and general and Faculty-based criteria pursuant to this Article.
- (2) The Member's Chair/Director shall serve as a non-voting member of the TPCAC.
- (3) The TPCAC shall not assess any applications until all required material has been submitted or obtained.
- (4) The Dean/Administrator is responsible for ensuring that procedural fairness is maintained in the consideration of applications by the TPCAC and Chair.
- (5) If the Dean/Administrator determines that there was a breach of procedural fairness, he/she shall take appropriate steps to remedy the breach.
- (6) When the TPCAC is unable to make a positive recommendation based on the information provided, the Member shall be invited to appear before the TPCAC and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The Member shall have the right to be accompanied by another Member.
- (7) The TPCAC's recommendation shall include a numerical record of the vote upon which the recommendation is based and a summary of assenting and any

dissenting opinion(s) (if any). The Dean shall provide the Member and the Chair with a copy of the recommendation.

- (8) The Chair shall formulate his/ her own recommendation and reasons therefor, and forward it to the Dean.
- (9) The Dean shall inform the Member of the Chair's recommendation and provide him/her with a written statement of the reasons for that recommendation.

25.08 The Dean/Administrator's Recommendation

- (1) The Dean shall formulate his/her own recommendation. Where the recommendation is negative, the Member shall be notified in writing, provided with the reasons therefor (e.g. documentation on the personnel file), and given the opportunity to meet with the Dean/Administrator to discuss the recommendation within ten (10) working days of the notification. The Member shall have the right to be accompanied by another Member. The Member should supply a written statement of the items to be discussed, including the Member's response and/or additional documentation, prior to the meeting. The Member's response and additional documentation shall be attached to the Member's application and will be provided to the Vice-President (Academic) and the President. No additional copies of the information shall be made.
- (2) Following the Member's receipt of the recommendations of the TPCAC, the Chair and the Dean and any meeting with the Dean in accordance with Clause 25.08(1), the Member may indicate to the Dean/Administrator in writing that he/she wishes to withdraw his/her application for promotion without prejudice. Such letter shall be the only reference to the application for promotion in the Member's personnel file.
- (3) If an application for tenure and promotion to Associate Professor is made in any year prior to the final year of the probationary period, then following the Member's receipt of the recommendations of the TPCAC, the Chair and the Dean and any meeting with the Dean in accordance with Clause 25.08(1), the Member may indicate to the Dean/Administrator in writing that he/she wishes to withdraw his/her application for tenure and promotion to Associate Professor without prejudice. Such letter shall be the only reference to the application for tenure and promotion to Associate Professor in the Member's personnel file.
- (4) The Dean/ Administrator shall forward the application and supporting documentation together with the recommendations and reasons of the TPCAC, the Chair and his/her own recommendation to the Vice-President (Academic). At the same time, a copy of this statement shall be forwarded to the Member and to the TPCAC for its information.

25.09 The Recommendation of the Vice-President (Academic)

- (1) The Vice-President (Academic) shall review the recommendations of the Chair, TPCAC and Dean/ Administrator.
- (2) The Dean, as chair of the TPCAC, shall have an opportunity to present the recommendations of the TPCAC.

- (3) The Dean/Administrator shall have an opportunity to present his/her recommendations to the Vice-President (Academic).
- (4) The Member shall be invited to meet with the Vice-President (Academic) to discuss the recommendations. The Member shall have received the recommendations at least five (5) Working Days in advance of the meeting with the Vice-President (Academic). The Member shall have the right to be accompanied by another Member.
- (5) The Vice-President (Academic) shall forward to the President and the Member his/her recommendation, together with all other recommendations and any dissenting opinion(s) pursuant to Clause 25.07 by no later than May 15<sup>th</sup>.

25.10 The Decision of the President

- (1) The President may invite the Member to meet with him/her to discuss the recommendations. The Member shall have the right to be accompanied by another Member.
- (2) The decision of the President is the final word on the application subject to grievances under Article 32.
- (3) The President's decision shall be communicated to the Member by no later than **May 31<sup>st</sup>** and promotions shall be effective July 1.
- (4) **In the case of a denial of tenure and/or promotion, the President shall provide written reasons for the decision and the Member's appointment shall normally be terminated effective June 30<sup>th</sup>.**

25.11 Conditions for Promotion - Faculty Members

- (1) In order to be promoted from Lecturer to the rank of Assistant Professor the Member shall meet the following conditions:
  - (a) be a member of the academic staff; **and**
  - (b) have a letter of appointment that stipulates that upon providing official notice of having completed his or her PhD, his or her rank shall be adjusted to that of Assistant Professor; **and**
  - (c) have provided evidence confirming that the PhD has been conferred.

Notwithstanding 25.10(3) promotion shall be effective on the first pay period following formal notification being provided to the employer of the degree having been conferred.

- (2) **In order to be promoted to the rank of Associate Professor with tenure, the Member shall meet the following conditions:**
  - (a) be a member of the academic staff and hold the academic rank of Assistant Professor; and
  - (b) hold a doctorate or the degree considered to be terminal in his/her discipline; except that research and/or other scholarly work which is available for peer

review and which represents a contribution to the Member's discipline or profession shall be reviewed and if comparable shall compensate for lesser degree qualifications; and

- (c) have satisfactorily performed his/her teaching/professional responsibilities as evidenced by all mandatory Senate-approved student course evaluations, and any other relevant information the Member chooses to provide, which may include but not necessarily be limited to peer evaluations, a Teaching Portfolio and any optional Senate-approved student course evaluations; and
  - (d)
    - (i) demonstrate satisfactory progress in research or other scholarly activities (as defined in Clause 25.13 (1) (a)) that represents a sustained and ongoing contribution to the Member's discipline in addition to the doctoral thesis or the equivalent, carried out concurrent with or subsequent to the thesis. Publications emanating from the doctoral thesis or from work done in connection with the degree considered terminal in the discipline shall be considered as work in addition to the thesis or the terminal degree requirement; and
    - (ii) had his/her research and publications appraised by a minimum of three (3) scholars external to the University pursuant to Clause 25.06; and
  - (e) have accepted and discharged reasonable administrative responsibilities within the University community.
- (3) In order to be promoted to the rank of Professor the Member shall meet the following conditions:
  - (a) be a member of the academic staff; and
  - (b) hold a doctorate or the degree normally considered to be terminal in his/her discipline, except that research or other scholarly work which is available for peer review and which represents a contribution to the Member's discipline or profession shall be reviewed and if comparable shall compensate for lesser degree qualifications; and
  - (c) have satisfactorily performed his/her teaching/professional responsibilities as specified in Clause 25.13(1)(b); and
  - (d)
    - (i) have established and maintained a program of research and/or other scholarly activity that is additional to the requirements of Clause 25.13(1)(a) and that is of a level of distinction suitable for promotion to the rank of Professor in the applicant's discipline; and
    - (ii) had his/her research and publications appraised by a minimum of three (3) scholars external to the University pursuant to Clause 25.06; and
  - (e) have accepted and discharged reasonable service responsibilities within the University community as per Clause 14.7(3); and
  - (f) have served seven (7) years (including the year of application) as an Associate Professor at the University. Such years of service shall include credit for years of service at another university/institution in an equivalent

**rank/position with a Ph.D. or the degree normally considered to be terminal in his/her discipline, as determined at the time of appointment.**

**25.12**      Exceptionality Clauses: Faculty Members

- (1) Where all the applicable conditions in this Clause 25 for tenure/promotion to Associate Professor or promotion to Professor have not been met, the TPCAC, Chair, Dean /Administrator and the Vice-President (Academic) shall consider that exceptional performance in both areas of teaching and research/scholarship may compensate for lesser achievement in the area of administration. In assessing exceptionality, the above committee and individuals shall weigh whether the eminence of performance sufficiently outweighs any deficiencies in this area.
- (2) All references in this Article to years in rank as a normal condition for promotion notwithstanding, a Member may apply for promotion to the rank of Professor at any time, and may be granted promotion at any point in his/her years of service in the preceding rank should his/her contribution in the areas of research and scholarly activity, teaching, and administrative service be deemed by the TPCAC, Chair, Dean/Administrator and Vice-President (Academic) to be of a level of distinction suitable for early promotion to the rank of Professor.

**25.13**      General Criteria for Promotion: Faculty Members

- (1) **General criteria to be considered in determining suitability of a Faculty Member for promotion shall include (as applicable), but need not be limited to:**
  - (a) Research, Scholarly Work and Creative Activities  
**The publication of books, monographs, and contributions to edited books; papers in refereed journals; papers delivered at professional meetings; contract and/or applied research including interim and final reports; writing of sophisticated computer programs; creative and artistic works, productions, and performances; works or studies related to maintaining a high level of scholarship in a discipline; the designing, developing and conducting of major research projects; participating as a co-investigator in a major research project; participating actively in academic conventions, conferences, symposia, or research groups; scholarly participation as an editor or as a member of an editorial board of a journal or a scholarly publication; evaluating or refereeing the work of other scholars; serving on external grant selection committees; success in obtaining research funding; serving on a board, commission, council, or task force essentially by virtue of special academic competence or expertise; unpublished research and work in progress both supported and non-supported which have been submitted, refereed, and accepted for publication; published reviews of the applicant's scholarship.**
  - (b) Teaching  
**Teaching and related activities as documented in Senate-approved teaching evaluation instruments and in annual activity reports, evaluation reports and other relevant information the Member chooses to provide; supervision of the work of fourth year, honours and graduate students, especially the supervision of graduate theses; functioning as an external examiner for graduate theses at other universities; participation in seminars and colloquia; development of new courses; publication of books, articles, manuals, or teaching aids that advance teaching**

**effectiveness; innovative methods of teaching; teaching effectiveness; other contributions to the teaching activities of the University.**

- (c) Service to the University and External to the University
  - (i) Holding an administrative position at the University such as Chair, Coordinator, coordinator, or an administrative position excluded from the bargaining unit; participation in University, Association, Faculty, and Departmental committees; service in professional organizations; general administrative duties; and
  - (ii) service to the community beyond the University which involves special academic/professional competence or expertise, which may include, but is not limited to applied research, consultation and technical assistance, instruction, and clinical work.

**25.14**

Conditions and **General** Criteria for Promotion: Librarian Members

- (1) **In order to be promoted to the rank of Librarian II, a Librarian Member shall meet the following conditions and general criteria:**
  - (a) hold an initial undergraduate degree and a professional library science degree from a recognized school; and
  - (b) have two (2) years full-time professional experience as a Librarian I, or an equivalent amount of part-time experience; and
  - (c) have performed his/her responsibilities pursuant to Clause 14.08 satisfactorily, and demonstrated a level of performance and achievement suitable to the rank to which he/she seeks promotion.
- (2) **In order to be promoted to the rank of Librarian III, a Librarian Member shall meet the following conditions and general criteria:**
  - (a) hold an initial undergraduate degree and a professional library science degree from a recognized school; and
  - (b) have six (6) years (including the year of application) full-time professional experience as a Librarian II, or an equivalent amount of part-time experience; and
  - (c) have performed his/her responsibilities pursuant to Clause 14.08 satisfactorily, and has demonstrated a level of performance and achievement suitable to the rank to which he/she seeks promotion; and
  - (d) have demonstrated ability to handle increased professional responsibilities; and
  - (e) have accepted and discharged reasonable administrative responsibilities within the University community.
- (3) **In order to be promoted to the rank of Librarian IV, a Librarian Member shall meet the following conditions and general criteria:**
  - (a) holds an initial undergraduate degree and a professional library science degree



from a recognized school; and

- (b) has seven (7) years (including the year of application) full-time professional experience as a Librarian III, or an equivalent amount of part-time experience; and
  - (c) has performed his/her responsibilities pursuant to Clause 14.08 satisfactorily, and has demonstrated a level of performance and achievement suitable to the rank to which he/she seeks promotion; and
  - (d) has demonstrated continuous professional development or achieved professional recognition through research, scholarly activity, or creative work consistent with Librarianship or an appropriate discipline, or through improved academic qualifications; and
  - (e) has accepted and discharged reasonable administrative responsibilities in the University community.
- (4) Notwithstanding Clause 25.13(3)(b), a Librarian III Member may apply for promotion to Librarian IV at any time, and may be granted promotion at any point in his/her years of service in the rank of Librarian III should his/her contribution in the area of professional responsibilities, research and/or scholarly work and administrative responsibilities be deemed by the TPCAC, the Vice-President (Academic) and the Dean of the Library to be of a level of distinction suitable for early promotion to the rank of Librarian IV.

## 25.15

### Conditions and **General** Criteria for Promotion: Instructor Members

- (1) **In order to be promoted to the rank of Instructor II, an Instructor Member shall meet the following conditions and general criteria:**
- (a) **hold** a post-graduate degree in an appropriate discipline and **have** performed the responsibilities of the position at a satisfactory level; or
  - (b) **hold** an undergraduate (three (3) year) degree in an appropriate discipline; **have** four (4) years (including the year of application) full-time experience as an Instructor I or equivalent; and **have** performed the responsibilities of the position at a satisfactory level; or
  - (c) **hold** an undergraduate (four (4) year or Honours) degree in an appropriate discipline; **have** three (3) years (including the year of application) full-time experience as an Instructor I or equivalent; and **have** performed the responsibilities of the position at a satisfactory level including teaching and related activities as documented in activity reports, evaluation reports and other evidence as specified in **Clause 25.13(1)(b)**.
- (2) **In order to be promoted to the rank of Instructor III, an Instructor Member shall meet the following conditions and general criteria:**
- (a) **hold** a post-graduate degree in an appropriate discipline, equivalent professional experience related to the Member's professional responsibilities as demonstrated by peer evaluation, or some appropriate combination of lesser degree qualification and professional experience; and
  - (b) have seven (7) years (including the year of application) full-time experience as an

Instructor II; and

- (c) have performed the responsibilities of the position at a very good level including teaching and related activities as documented in activity reports, evaluation reports and other evidence as specified in Clause **25.13(1)(b)**; and
  - (d) have accepted and discharged satisfactorily such reasonable administrative responsibilities within the University community as are consistent with Clause 14.10(2).
- (3) Where all the conditions in Clause **25.15(2)(a)-(d)** have not been met, the **TPCAC** shall consider that:
  - (a) Exceptional quality of teaching/professional service related to the Member's responsibilities, as demonstrated by evidence as specified in Clause **25.13(1)(b)**, and any other relevant documentation shall compensate for lesser degree or professional qualifications.
  - (b) Exceptional quality of administrative service related to the responsibilities of the Member insofar as they are consistent with this Agreement, coupled with satisfactory performance of the other responsibilities of the position may compensate for lesser degree or professional qualifications.
  - (c) Exceptional quality of teaching/professional service related to the Member's responsibilities, as demonstrated by evidence as specified in Clause **25.13(1)(b)**, and any other relevant documentation, coupled with satisfactory performance of the other responsibilities of the position may compensate for fewer than seven (7) years of service as an Instructor II.
  - (d) Exceptional quality of administrative service related to the responsibilities of the Member insofar as they are consistent with this Agreement, coupled with satisfactory performance of the other responsibilities of the position may compensate for fewer than seven (7) years of service as an Instructor II.
- (4) For the purposes of interpretation and implementation of this Article, the **TPCAC**, Chair, Dean and Vice-President (Academic) may consider that:
  - (a) All references in this Article to years in rank as a normal condition for promotion notwithstanding, a Member may apply for promotion to Instructor II or Instructor III at any time and may be granted promotion at any point in his/her years of service in the preceding rank should his/her contribution in the areas of professional service, teaching, and administrative service be deemed by the **TPCAC**, Chair, Vice-President (Academic) and the Dean/Administrator to be of a level of distinction suitable for early promotion to the rank to which he/she seeks promotion.
  - (b) All references to professional service in this Article include research, scholarly, professional or creative activities related to the discipline of the Member and consistent with Article 14 of this Agreement as it applies to Instructors.
  - (c) All references to administrative service in this Article shall include assigned administrative service consistent with Article 14 of this Agreement.

**25.16**      Conditions and **General** Criteria for Promotion: Counsellor Members at the Rank of Instructor

The conditions and general criteria for promotion of Counsellor Members to the rank of Instructor shall be the same as outlined for Instructors in Clause 25.16 including the following qualifications:

An initial undergraduate degree and either a further related degree or equivalent professional experience, or both.

**25.17**      Conditions and General Criteria for Promotion: Coach and Director of Student Teaching at the Rank of Instructor

A Coach Member or the Director who has been granted the rank of Instructor pursuant to Clause 23.18 shall be promoted according to the conditions and general and Faculty-based criteria appropriate to that rank and procedures provided for in this Article.

**25.18**      Faculty-Based Criteria for Promotion

In order to be promoted pursuant to this Article, Members shall also meet the Faculty-based criteria for their Faculty. Faculty-based criteria shall be determined in accordance with the following procedures:

- (1)      The Dean of each Faculty shall set criteria for promotion within the Faculty including the relative importance of teaching, research and service. These Faculty-based criteria shall be consistent with the general criteria and conditions for promotion set out in the Agreement and shall not specify a minimum number of required publications, the names of specific journals, or amounts and names of specific sources of research funding.
- (2)      In formulating the Faculty-based criteria, the Dean shall consult with Chairs and DPC chairs, who shall be given the opportunity to provide written submissions, and with the Vice-President (Academic). Following these consultations, the Dean shall establish the criteria, which shall be posted on the University's website and provided to all new Members.
- (3)      The Faculty-based criteria established by the Dean shall be reviewed every five (5) years, and the Dean shall consult Chairs, DPC chairs and the Vice-President (Academic) in determining what changes, if any, should be made.
- (4)      In the event that the Faculty-based criteria are changed within the three (3) year period prior to a Member's application for promotion, the Member can elect at the time of his/her application whether the old or new Faculty-based criteria shall be used.

**ARTICLE 26: LEAVES, HOLIDAYS AND VACATIONS**

**26.01**      Research/Study Leaves

- (1)      Research/study leaves shall be provided by the Employer to enable Faculty Members

with tenure or Instructor, Coach, Counsellor and Librarian Members with continuing appointments to engage in research (encompassing scholarship and creative work) and to enhance their effectiveness as teachers, scholars and professionals. Such leaves must benefit the University, the individuals on leave, and the academic community in general.

- (2) Faculty Members who have completed three (3) years in a probationary appointment may, on approval of the Vice-President (Academic), and upon the recommendation of the Dean/Administrator as appropriate, be provided the opportunity to apply for a research/study leave for the purpose of enhancing his/her research program. Such approval shall not be unreasonably withheld.
- 26.02 Members shall be eligible to apply for a research/study leave on the basis of accumulated years of service excluding research/study and administrative leaves. Members, either working part-time or on a reduced appointment, shall be similarly eligible as though they were working full-time. Except pursuant to Clause 26.06 (which applies to Members in a part-time or reduced appointment), the Employer shall provide the Member on research/study leave with the salary levels indicated below:
- (1) After an accumulation of six (6) years of service, a full research/study leave consisting of either twelve (12) months at eighty percent (80%) of salary or, at the option of the Member, a half research/study leave consisting of six (6) months at one hundred percent (100%) of salary; or,
  - (2) After an accumulation of three (3) years of service, a half research/study leave consisting of six (6) months at eighty percent (80%) of salary.
  - (3) After the first research/study leave, Members shall be eligible for research/study leave following the accumulation of the appropriate number of years of service specified in (1) or (2), above.
- 26.03 A full research/study leave shall be for a period of twelve (12) months, including both the Fall and Winter sessions. A full research/study leave will begin on either July 1 or September 1 as agreed among the Member, the Chair/Director, and the Dean/Administrator.
- 26.04 A half research/study leave shall be for a period of six (6) months, including either the Fall or Winter session. A half research/study leave shall begin on either July 1 or January 1 as agreed among the Member, the Chair/Director, and the Dean/Administrator .
- 26.05 Variations from the Norm:
- (1) Requests for split research/study leaves will be considered by the Dean/Administrator as an exception to the normal practice on the basis of the academic or methodological requirements of the leave project. Initiation of research/study leaves on dates other than those specified in Clauses 26.03 and 26.04 may be arranged with the Department/Unit and with the approval of the Dean/Administrator.
  - (2) Research/study leaves of varying lengths up to a maximum of twelve (12) months may be arranged with the Department/Unit and with the approval of the Dean/Administrator.
- 26.06 A Member with a reduced appointment or part-time appointment who is eligible for a research/study leave pursuant to Clause 26.02, shall receive remuneration during the leave as calculated on the following basis:

- (1) Where a Member has held a reduced appointment or part-time appointment at the same level throughout the time that the service was accumulated pursuant to Clause 26.02, the remuneration that is payable under Clause 26.02 for the duration of the leave shall be based on the Member's pro-rated salary at the commencement of the leave. For example, a Member who has held a 50% part-time appointment throughout the six years prior to the commencement of a full research/study leave at 80% of salary would receive a remuneration while on leave calculated as follows:

Remuneration while on leave = [base salary at commencement of leave x 0.5] x 0.8.

- (2) Where a Member has held varying levels of appointments during the time that the service was accumulated pursuant to Clause 26.02, the remuneration that is payable under Clause 26.02 for the duration of the leave shall be based on the Member's annual base salary pro-rated in accordance with the average level of appointment during the period of service accumulation. For example, a Member who held successive appointments at 75%, 75%, 50%, 50%, 100% and 100% in the six years prior to the commencement of a full research/study leave at 80% of salary would receive a remuneration while on leave calculated as follows:

Average level of appointment =  $(0.75 + 0.75 + 0.5 + 0.5 + 1.0 + 1.0)/6 = 0.75$

Remuneration while on leave = [base salary at commencement of leave x 0.75] x 0.8

- (3) A Member who holds a full-time appointment at the time of application for research/study leave and who has held full-time appointments in any six (6) of the years since his/her last research/study leave excluding administrative leaves shall receive a remuneration while on leave calculated pursuant to Clause 26.02 (1).
- (4) A Member who holds a full-time appointment at the time of application for research/study leave and who has held full-time appointments in any three (3) of the years since his/her last research/study leave excluding administrative leaves shall receive a remuneration while on leave calculated pursuant to Clause 26.02 (2).

26.07

Deferral of a research/study leave shall be guided by the following provisions:

- (1) If the Employer requires a Member who has been granted a research/study leave to defer a research/study leave due to staffing priorities, leave credits which the Member has accumulated shall not be forfeited. The period of deferral is credited towards the period of eligibility for the next research/study leave. The maximum period for the deferral of research/study leave shall be twelve (12) months. This period of deferred time may also be applied to satisfy the requirements of Clause 26.17(1).
- (2) A Member who wishes to defer a research/study leave shall normally request such deferral from his/her Dean/Administrator no later than four (4) months prior to the effective date of leave. If a Member has been replaced by the time such request for deferral has been made, the Member shall take leave. Where deferral is granted for bona fide academic reasons under this Clause, excess service shall

be credited against the time required to be eligible for a subsequent research/study leave. The maximum period for the deferral of research/study leave shall normally be twelve (12) months. In exceptional circumstances, a Member may request deferral of an approved research/study leave beyond twelve (12) months without loss of credits; however, the Member must re-apply and be approved for the leave prior to taking it.

- (3) Where the Member takes a half research/study leave lasting six (6) months at 100% of salary, the remainder of the academic year in which leave is taken (whether prior to or subsequent to the leave without salary reduction), shall not count as service in calculating eligibility for the next research/study leave.
- (4) Where a Member takes a half research/study leave lasting six (6) months at 80% of salary, the remainder of the academic year in which leave is taken (whether prior to or subsequent to the leave), shall count as service in calculating eligibility for the next research/study leave, provided that the half year has not already been used in calculating eligibility for the current leave.

26.08 Credit for service before becoming a Member shall be evaluated at the time of appointment to the University and shall be specified in the letter of appointment pursuant to Clause 23.12(6).

26.09 (1) Members are encouraged to apply for external fellowships and research or travel grants for their research/study leave.

(2) Members on research/study leave are expected to devote the leave to research and study and may not receive any employment income except within limits agreed in writing between the Member and the President.

26.10 A Member shall be entitled to deem the portion of salary he/she deems necessary as a research grant while on research/study leave. The tax status of expenditures under the research grant is a matter to be settled between the Member and the Canada Revenue Agency.

26.11 While a Member is on research/study leave, the Member and the Employer shall maintain normal contributions to the pension plan and benefit plans based on one hundred percent (100%) of the Member's salary, together with contributions as required by statute, and the Member is eligible for promotion and salary increase, effective at the normal time of year.

26.12 While on research/study leave, a Member shall have the same right to apply to the Research Committee for research and travel grants as he/she would have when not on leave.

#### 26.13 The Research/Study Leave Committee

- (1) The Research/Study Leave Committee shall be established on the joint call of the Deans, and shall remain in existence during the life of this Agreement. The Research/Study Leave Committee shall have four (4) Faculty Members from the Faculty of Arts (two (2) from the Humanities and two (2) from the Social Sciences), two (2) from the Faculty of Science, one (1) from the Faculty of Education, **one (1) from the Faculty of Kinesiology** and one (1) from the Faculty of Business and Economics, as elected by and from the Members. The Deans shall designate one (1) of their number to serve as non-voting Chair.

- (2) When the applicant is an Instructor/Coach/Librarian/Counselor Member, the Research/Study Leave Committee shall be augmented by at least one (1) and, where feasible, two (2) Members elected from the applicant's above-mentioned constituency.
- (3) The role of the Research/Study Leave Committee shall be to vet applications for research/study leaves, and to make recommendations based only on the academic merits of such applications and evidence of research/scholarly productivity to the Dean/Administrator.

26.14 Application Process:

- (1) Members shall make application to the Chair/ Director or the Dean/Administrator for research/study leave on the prescribed form by October 1 for leaves commencing the following academic year.
- (2) The Chair /Director or the Dean/Administrator shall forward the application(s) and the recommendations of the DPC on the academic quality of the application(s) to the Research/Study Leave Committee by October 15.
- (3) The Research/Study Leave Committee shall forward its recommendation, together with the applications and all other recommendations, to the Dean/Administrator by November 15. The Dean/Administrator shall forward these application(s), the DPC's recommendations and his/her own recommendations regarding the granting of the leave to the Vice-President (Academic) by November 30.
- (4) By December 15<sup>th</sup> the Vice-President (Academic) shall make his/her recommendation to the President who shall make the final decision on the leave requests.
- (5) The President shall make his or her decisions on the granting of research/study leaves shall be made at least five (5) months prior to the commencement of the leave. No quotas on research/study leave shall be imposed on Departments/Units.

26.15 The Department/Unit concerned shall arrange its curriculum priorities so that research/study leaves can be taken.

26.16 The Vice-President (Academic) shall approve the replacement of Members on research/study leave when deemed necessary, after consultation with the Dean/Administrator and the DPC concerned.

26.17 Obligations Following Research/Study Leave:

- (1) A Member who has taken research/study leave shall be obliged to return to the University for a period of service equal in duration to the research/study leave. A Member who does not return shall reimburse the University an amount equal to his/her salary and benefits while on leave. A Member who returns but does not complete a period of service equal to the leave shall reimburse the University an amount pro-rated to the period of service outstanding minus any deferred service accumulated by the Member pursuant to Clause 26.07(1)-(2) if applicable. Such reimbursement shall not apply to a Member laid-off pursuant to Article 33. A Member who is required to reimburse the University shall do so on a repayment schedule mutually agreeable to the Member and the Vice-President (Academic). In no case shall reimbursement for a full research/study leave exceed eight (8) years, or four (4) years for a half research/study leave. Since each situation and set of circumstances on which a request for full or partial waiver of the reimbursement

requirements is unique, each such request shall be considered by the Employer on its own merits. These requirements may be waived by mutual agreement of the Member and the Employer.

- (2) Within the three (3) months following the research/study leave a Member shall submit a written report to the Dean/Administrator, as to the scholarly and professional activities undertaken during that leave. Copies of the report shall also be provided to the Chair/Director and the Vice-President (Academic).

26.18 Members on research/study leave are encouraged, but not required, to leave the University during part or all of their period of leave. The Parties recognize that use of a Member's office is often required for research purposes during the leave. The Employer shall continue to provide normal support services, including access to office space for all Members on research/study leave. Members on a six (6) month research/study leave shall not be required to vacate their offices.

26.19 None of the leaves mentioned in this Article shall constitute an interruption in service at the University. A leave of absence without pay shall not be counted for the purpose of service, salary, benefit or leave entitlement, unless otherwise specified in this Agreement.

26.20 Consultative Leave

Members have a right to consult with sources outside the University, visit laboratories and libraries and seek other sources of material necessary for scholarship and research. A Member who proposes to be absent from the University campus for a period of a day or more, during which time he/she would normally have obligations and responsibilities, shall seek the approval of the Chair/Director or Dean/Administrator for the proposed absence, its duration and the arrangements for meeting his/her obligations and responsibilities. Such leave shall not exceed two (2) weeks except with the approval of the Vice-President (Academic).

26.21 Conference, Workshop and Study Session Leave

Members are entitled to attend conferences, workshops and study sessions away from the University campus, and the Employer may provide financial assistance on request. For such leaves a Member shall advise his/her Chair/Director or Dean/Administrator of the impending absence and seek approval from him/her for the proposed arrangements for meeting obligations and responsibilities.

26.22 Jury and Witness Leave

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.

26.23 Political Leave

- (1) 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/Administrator within a reasonable time so that he/she may make arrangements deemed necessary in order to ensure that the Member's responsibilities can be carried out during the nomination and election campaigns.

- (2) A Member who has become a candidate for political office shall consult and receive the



approval of his/her Dean/Administrator about the arrangements deemed necessary in order to ensure that student interests are protected in the fulfillment of the Member's responsibilities during the election campaign. A Member shall be entitled to leave of absence with full compensation during an election campaign as follows:

- (a) For election to the federal Parliament - six (6) weeks.
  - (b) For election to the Legislature of Manitoba - four (4) weeks.
  - (c) For election as Mayor of the City of Winnipeg - four (4) weeks.
  - (d) For election as Reeve of any municipality in the Winnipeg area or to any other municipal office - two (2) weeks.
- (3) The Employer shall grant a leave of absence based on the Member's application and consultation with the Department/Unit as follows:
- (a) To appointment as a Minister of the Crown or Leader of the Opposition, leave of absence without pay for 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 of actual office holding plus the period ending with the individual's failure to be re-elected), the Member must either resign his/her University position, or return to full-time duties at the University, or be granted additional leave without pay at the discretion of the Employer.
- (4) A Member shall return from political leave to the same rank and appointment 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 increases paid to a Member with the same rank during the period of leave.

26.24      Unpaid Leave of Absence

- (1) Leave of absence without pay may be granted to a Member for a period of time mutually agreeable to the Vice-President (Academic). Leave of absence without pay shall not be withheld unreasonably or in a discriminatory manner.
- (2) Leave of absence without pay may be granted for a period of up to two (2) years, except as provided for political leave in Clause 26.23. Extension of a leave of absence without pay beyond two (2) years may be granted by the President after consultation with the Vice-President (Academic) and the Member's Chair/Director or Dean/Administrator.
- (3) The Dean/Administrator may request confirmation from the Member that the Member anticipates a return from leave of absence without pay pursuant to Clause 26.24(2). The Member must respond in writing to this request no later than six (6) months prior to the anticipated date of return from the leave.

- (4) A Member taking a leave of absence without pay shall, on return to the University, receive the salary he/she received when the leave was granted plus all across-the-board increases received by Members with the same rank during the period of leave but shall not, unless otherwise agreed to in advance by the Employer, be eligible for career development increments received during the period of the leave.
- (5) A Member taking a leave of absence without pay to hold a University or similar appointment elsewhere shall count the years of leave toward seniority and shall, on return to the University, receive the salary he/she would have received when the leave was granted plus all across-the-board increments and career development increments, pursuant to Clause 26.24(7), received by Members with the same rank during the period of leave.
- (6) A Member taking a leave of absence without pay for participation in projects of unusual significance or for special service for the government or for national or international agencies on the basis of his/her expertise and competence shall, on return to the University, receive the salary he/she received when the leave was granted plus all across-the-board increases and career development increments, pursuant to Clause 26.24(7), received by Members with the same rank during the period of leave.
- (7) The application of career development increments provided for in sub-clauses (4), (5) and (6) above shall be applied to a Member's salary only upon submission and following evaluation of an annual activity report by the Member in accordance with the provisions of Article 14.
- (8) A Member taking leave of absence without pay pursuant to Clauses 26.23(3) and 26.24 shall have the right to participate at his/her own expense in employee benefit plans unless prohibited from doing so by the plan(s).

26.25 Partial Leave: Reduced Workload with Pro-Rated Salary

Members shall be entitled to partial leave to a maximum of twelve (12) months at any time upon application by the Member and upon recommendation of the Chair/Director and upon approval of Dean/Administrator. Normally, the Member's responsibilities while on partial leave shall be reduced by at least one-third (1/3) with the exact terms of the reduction to be determined by the Member and the Chair/Director or the Dean/Administrator.

26.26 Reduced workload means a reduction in the academic responsibilities, which include teaching, research/ scholarly/professional activities, and service to the University, insofar as they are consistent with this Agreement. Such reduction may be in all or any of the elements which constitute a normal workload, pursuant to Article 19.

26.27 A Member on partial leave shall:

- (1) continue both as a member of the academic staff and a Member of the bargaining unit;
- (2) be entitled to pro-rated credits toward tenure or continuing appointment and promotion;
- (3) be entitled to pro-rated credits towards eligibility for research/study leave pursuant to Clause 26.06;

- (4) be entitled to pro-rated benefits where applicable;
- (5) receive such adjustments to his/her salary as specified in this Agreement during the period of the partial leave, and shall be eligible for the pro-rated career development increments to his/her salary; and,
- (6) be entitled to return to a full workload on one (1) month's notice if the return to full workload coincides with a term in which the Member would normally have no teaching responsibilities, or on three (3) months' notice in advance of the beginning of the next academic term in which the Member would normally have teaching responsibilities, to the Dean/Administrator.

26.28 Administrative/Re-Assimilation Leave for Chairs

- (1) After a continuous period of administrative service of five (5) years, each Chair shall be entitled to leave as follows:
  - (a) Chairs who serve only one five (5) year term are eligible for a re-assimilation leave of twelve (12) months at eighty (80%) of base salary or six (6) months at full base salary and the leave shall be taken immediately following the end of the five (5) year term as Chair;
  - (b) Chairs who are reappointed for a second consecutive term of five (5) years shall have the option of accepting either administrative leave at full base salary for the first six (6) months of the first year in their second term as Chair; or twelve (12) months at eighty percent (80%) of base salary and the leave shall be taken between the two terms as Chair.
- (2) After a continuous period of administrative service of three (3) consecutive years, each Chair shall be entitled to administrative/re-assimilation leave as follows:
  - (a) Chairs who serve only one three (3) year term are eligible for a re-assimilation leave of six (6) months at eighty percent (80%) of base salary.
  - (b) Chairs who are reappointed for a second consecutive term of three (3) years are eligible for a re-assimilation leave of twelve (12) months at full base salary immediately following the two terms as Chair and shall have no further administrative leave entitlement.
  - (c) Chairs who serve an initial term of three (3) years and whose term is extended to five (5) years pursuant to Clause 22.03 shall, upon completion of their 5-year term, be eligible for the leave provisions of Clause 26.28(1).
- (3) **Chairs who serve a continuous period of a combination of a three (3) year term and a five (5) year term shall be entitled to administrative/re-assimilation leave as follows:**
  - (a) **Chairs who are reappointed after a three (3) year term for a consecutive term of five (5) years shall be eligible for an administrative leave of six (6) months at eighty percent (80%) of base salary and the leave shall be taken between the two terms as Chair.**
  - (b) **Chairs who are reappointed after a five (5) year term for a consecutive term**

**of three (3) years shall be eligible for an administrative leave of twelve (12) months at eighty percent (80%) of base salary or six (6) months at full base salary and the leave shall be taken between the two terms as Chair.**

**(c) Upon the completion of their second term, Chairs shall be eligible for a re-assimilation leave as follows:**

- (i) if the second term is a five (5) year term, a leave in accordance with Clause 26.28 (1)(a); or**
- (ii) if the second term is a three (3) year term, a leave in accordance with Clause 26.28 (2)(a).**

- (4)** Upon return from re-assimilation leave the Member will retain the research/study leave eligibility credits held at the time of his/her initial appointment as Chair.
- (5)** Members who have accumulated sufficient research/study leave eligibility to apply for leave at the same time as the commencement of a re-assimilation leave shall normally defer the research/study leave until at least one (1) full year of service has been completed following the re-assimilation leave. In the event of such a deferral the Member shall accumulate normal credit for subsequent leave eligibility during the year of deferral.
- (6)** Members on administrative/re-assimilation leave must file a proposal of leave activities with the Dean/Administrator and the Vice-President (Academic) prior to commencing the leave.
- (7)** Service in an Acting Chair capacity pursuant to Clause 22.07 shall be counted in determining the eligibility for a research/study leave but not for administrative/re-assimilation leave.
- (8)** The date at which the administrative/re-assimilation leave commences shall be by agreement with the Dean/Administrator.
- (9)** The provisions of Clauses 26.09 through 26.12 shall apply to Members on Administrative/re-assimilation leave.
- (10)** The one-year leave for a Chair to serve as UWFA. President or Grievance Officer pursuant to Clause 22.11(8) shall not constitute an interruption of service and shall count as a year towards an administrative/re-assimilation leave.

26.29 Educational Leave

- (1)** Educational leave shall be available for Members who wish to:
  - (a)** upgrade their professional qualifications;
  - (b)** attempt to complete programs of study in order to better qualify themselves for internal transfers;
  - (c)** attempt to complete programs of study in order to achieve a higher level of professional and instructional flexibility; or
  - (d)** attempt to complete an extensive review of the Member's field of expertise.
- (2)** Members shall make application by submitting a proposed program of study to the

Chair/Director or Dean/Administrator by October 1 for leave commencing the following academic year. The Chair/Director will forward his/her recommendations regarding the request to the Dean/Administrator. The Dean/Administrator will forward his/her recommendations regarding the request to the Vice-President (Academic). The Vice-President (Academic) shall forward the application together with recommendations on the duration of the leave and the appropriate level of remuneration, if any, to the President. The President shall make a decision on the request and inform the Member at least five (5) months in advance of the leave.

- (3) Within two (2) months following the educational leave a Member shall submit a written report to the Dean/Administrator, and the Vice-President (Academic) as to the educational activities undertaken during that leave.

26.30 Maternity Leave with Allowance

- (1) In order to qualify for benefits under this provision a Member must:
  - (a) be in a probationary, tenured, or continuing appointment immediately prior to the date on which the proposed leave commences and have completed twelve (12) consecutive months of full-time paid employment with the University;
  - (b) submit to the Dean/Administrator an application in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur;
  - (c) 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
  - (d) upon request, provide proof that the Member has applied for Employment Insurance (EI) maternity benefits and that the Human Resource and Social Development Canada (HRSDC) has agreed that the Member has qualified for and is entitled to such EI maternity benefits pursuant to the **Employment Insurance Act** as currently in force.
- (2) 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.
- (3) During the period of maternity leave, a Member who receives EI maternity benefits pursuant to the **Employment Insurance Act** as currently in force and who has met the eligibility requirements in Clause 26.30(1), is entitled to a maternity leave allowance as follows, where "weekly salary" = annual salary / 52 weeks):
  - (a) for the first two (2) weeks the Member shall receive from the Employer ninety-five percent (95%) of the Member's weekly salary;
  - (b) 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;
  - (c) 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;

- (d) The maternity leave must commence no later than the date of delivery. The leave must be taken in one consecutive period.
  - (e) 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.
  - (f) Failure to return for the time period specified above will result in a requirement for **the Member to repay the value of the Employer's maternity leave allowance as specified in sub-clauses (a) and (b) above and the Employer's share of pension contributions and benefits** received from the Employer during the maternity leave.
  - (g) 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 rules.**
- (4) A Member who holds a probationary appointment should consult Article 24 regarding an extension to her maximum untenured period.
  - (5) A Member who has been granted a maternity leave shall, upon written application to the Dean/Administrator, be granted an additional contiguous parental leave with allowance pursuant to Clause 26.32 and an additional contiguous parental leave without allowance pursuant to Clause 26.33 such that the total period of leave is not greater than fifty-four (54) weeks.

26.31 Maternity Leave without Allowance

A pregnant Member who does not meet the eligibility requirements for a maternity leave allowance under Clause 26.30 is entitled to 17 weeks of maternity leave without pay. The Member must provide written notice to the Dean/Administrator at least four (4) weeks prior to the commencement date of the maternity leave and provide Human Resources with a medical certificate specifying the expected date of delivery. A Member who has been granted a maternity leave without allowance shall, upon written application to the Dean/Administrator, be granted an additional contiguous parental leave without allowance pursuant to Clause 26.33 such that the total period of leave is not greater than fifty-four (54) weeks.

26.32 Parental/Adoption Leave with Allowance

- (1) There shall be one period of parental/adoption leave with allowance per pregnancy or adoption. Where both parents are Members the period of the parental/adoption leave with allowance may be taken wholly by one parent or shared between the two parents during the same time period or separately.
- (2) The provisions of the parental/adoption leave with allowance 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;
  - (ii) be in a probationary, tenured, or continuing appointment immediately prior to the date on which the proposed leave commences and have completed twelve (12) consecutive months of full-time paid employment with the University inclusive of any maternity leave taken immediately prior to the parental leave;
  - (iii) submit to the Dean/Administrator 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;
  - (iv) provide Human Resources with proof that the Member has applied for EI parental benefits and that HRSDC has agreed that the Member has qualified for and is entitled to such EI parental benefits pursuant to the *Employment Insurance Act*, as currently in force.
- (b) The parental/adoption 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/adoption leave with allowance for a period not exceeding eighteen (18) weeks.
- (e) During the period of parental/adoption leave under this provision, the Member who receives EI parental benefits and who has met the eligibility requirements in Clause 26.32(2), is entitled to a parental/adoption 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/adoption leave taken by the Member;
- (f) An applicant for parental/adoption 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/adoption leave **(excluding sick 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 value of** the parental/adoption leave allowance received from the Employer **as defined under sub-clauses (e) (i) and (ii) above and the amount of the Employer's share of pension contributions and benefits.**
- (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/adoption leave allowance. The period of parental/adoption leave shall be credited towards years of service in the calculation of pension benefits, **subject to Canada Revenue Agency rules.**
- (j) A Member who holds a probationary appointment should consult Article 24 regarding an extension to his/her maximum untenured period.
- (k) A Member who has been granted a parental/adoption leave with allowance which is not preceded by a maternity leave shall, upon written application to the Dean/Administrator, be granted an additional contiguous parental/adoption leave without allowance such that the total period of parental leave is not greater than thirty-seven (37) weeks.

26.33 Parental/Adoption Leave without Allowance

- (1) Where both parents are Members, each Member is entitled to take up to thirty-seven (37) weeks of parental/adoption leave without allowance. A period of parental/adoption leave without allowance shall not be greater than thirty-seven (37) weeks and is subject to the limits set out in Clauses 26.30(5), 26.31 and 26.32(2)(k). The Member taking parental/adoption leave without allowance may do so simultaneously or contiguously with the Member taking parental/adoption leave with allowance.
- (2) A Member is entitled to and shall be granted parental/adoption leave without allowance for a period of up to thirty-seven (37) consecutive weeks provided that the Member:
  - (a) is the parent of a newborn or newly adopted child;
  - (b) 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;
  - (c) submits to the Dean/Administrator an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the proposed leave;
- (3) The parental/adoption leave must commence no later than the first anniversary of the date on which the child is born or adopted, or the date on which the adopted child comes into the actual care and custody of the Member.
- (4) Upon written application and where arrangements satisfactory to the Dean/Administrator can be made to ensure that the Member's academic duties will be met, a Member who has become the parent of a newborn or newly adopted child and who is not eligible for



either maternity leave or parental/adoption leave, with or without allowance, is entitled to a leave of absence without pay up to six (6) continuous weeks as follows:

- (a) 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
  - (b) 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.
  - (c) In addition, the Member may be authorized to use up to three (3) weeks paid vacation which the Member has accumulated.
- (5) A Member who holds a probationary appointment should consult Clause 24.03 regarding an extension to his/her maximum untenured period.

26.34 Compassionate Leave

A Member shall be granted up to three (3) **Working Days** absence with full compensation, and up to eight (8) weeks leave of absence without pay in accordance with Employment Standards legislation in the case of critical illness in the Member's immediate family.

A Member who is granted a leave of absences without pay under this Clause 26.34 shall have the right to participate in employee benefit plans (unless prohibited from doing so by the plans) in accordance with the provisions of 26.24(8), Leave of Absence Without Pay.

26.35 Bereavement Leave

A Member shall be granted up to three (3) **Working Days** absence with full compensation in the case of a:

death in the immediate family. Immediate family is defined as spouse (including common-law and/or same sex spouse), child or children (including children of common-law and/or same sex spouse), grandchild or grandchildren, grandfather, grandmother, mother, father, brother, sister, spouse's mother and spouse's father, and any relative with whom the employee permanently resides. When it is reasonable, additional compassionate leave shall be granted by the Employer upon request. Such leave may be with or without pay. Whenever possible, before taking such leave, a Member shall notify the Chair/Director and the Dean/Administrator so that arrangements can be made to carry out the Member's duties during the period of absence.

26.36 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 Chair/Director or the Dean/Administrator in advance.

26.37 Sick Leave and Leave of Absence for Health Reasons

- (1) Members who are unable to carry out their duties due to accident or physical or psychiatric illness, including drug and alcohol addiction shall be entitled to receive one hundred percent (100%) salary and benefits for the **duration of illness or injury up to a maximum of** one hundred and eighty (180) calendar days following which time the

**provisions** of the Long Term Disability (LTD) plan shall **apply**. Members shall notify the Chair /Director who shall notify the Dean/Administrator of his/her absence and its probable duration as soon as is reasonably possible.

- (2) Where an absence due to illness or injury exceeds five (5) **Working Days**, the Chair/Director or the Dean/Administrator shall notify Human Resources as to the absence. Members may be required to submit a medical certificate **from a duly qualified medical practitioner** to cover illnesses or injuries which cause more than five (5) **Working Days** absence.
- (3) **The Employer may require the Member to undergo an independent medical examination by a physician provided by the Employer through its service provider. 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 the required information available to the physician conducting the independent medical examination. 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 compensation for taking part in the examination.**

**The details of the independent medical examination report shall be treated as confidential between the Member's physician(s), the independent medical examiner, and the Employer's service provider. The summary of the independent medical examination provided by the Employer's service provider shall also be treated as confidential between the Employer's service provider, and designated Human Resources staff involved in administering benefits. However, representatives of the Employer who require the information to make an informed decision concerning the Member shall have access to the summary information.**

**If a Member:**

- (a) fails to furnish a medical certificate when requested under Clause 26.37 (2); or**
- (b) does not provide the written authorization referenced in Clause 26.37 (3); or**
- (c) refuses to participate in the independent medical examination,**

**his/ her absence from work shall be considered an unauthorized and consequently without pay.**

- (4) After one hundred and eighty (180) calendar days sick leave, a Member is entitled to a maximum of two (2) years leave of absence for health reasons, without pay if he/she is not eligible for benefits under the Long Term Disability plan. If he/she is replaced while on such leave, his/her replacement's term of appointment may not exceed the length of the sick leave and the Member may not return from sick leave to his/her regular duties before the replacement's appointment has expired. If a **Member** recovers before the termination of the replacement's appointment and is not entitled to benefits under the LTD, the Member shall be assigned appropriate responsibilities consistent with Article 19 after consultation with the Member and the Chair/Director or Dean/Administrator.
- (5) In the case of a six (6) month research/study leave, if due to an illness or accident, the **Member** is declared by his/her physician incapable of continuing to conduct his/her research for a period of more than twenty (20) **Working Days** or in the case of a twelve

(12) month research/study leave for a period of more than forty (40) **Working Days**, the Member shall be placed on sick leave with pay for the duration of the incapacity in accordance with this clause, upon the receipt of satisfactory medical information. The Member shall receive a research/study leave credit equivalent to the sick leave period, but not greater than the balance of the remaining research/study leave period. Such credit may be redeemed by the Member at a time mutually agreeable to the Member, the Chair/Director and the Dean/Administrator.

- (6) Members with a term appointment of less than one year duration shall be eligible to receive paid sick leave at one hundred percent (100%) salary and benefits for a maximum of ninety (90) calendar days. Sick leave is only payable during the term of their employment and shall cease at the end of their term.

26.38 Treatment of Manitoba Public Insurance Wage Loss Replacement Benefits and Canada Pension Plan Disability Benefits

(1) **Manitoba Public Insurance Wage Loss Replacement Benefits**

Manitoba Public Insurance (MPI) provides wage loss replacement benefits for loss of wages resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by the Employer. Members shall not receive combined salary and MPI wage loss benefits in excess of one hundred percent (100%) of salary from the two (2) 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 his/her regular salary from the Employer, 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) receive wage loss replacement benefits 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 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 benefit contributions shall be continued based on the employee's regular salary while on sick leave.

(2) **Canada Pension Plan Disability Benefits**

The Canada Pension Plan (CPP) provides taxable disability benefits to CPP contributors who are unable to work due to a severe and prolonged disability regardless of the existence of sick leave benefits provided by their employer. Members shall not receive combined salary and CPP disability benefits in excess of one hundred percent (100%) of salary from the two (2) sources for the same absence from work. A Member who qualifies for CPP disability benefits shall either:

- (a) continue to receive his/her salary from the Employer, as if on sick leave, and reimburse the Employer for the CPP disability benefits offset against the Member's salary; or

- (b) receive disability benefits from CPP, 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 illness or injury and the CPP disability benefits.**

**For purposes of the Agreement, the Member shall be considered on sick leave for the duration of the entitlement, which can be comprised of CPP disability benefits or sick leave entitlements or a combination of the two up to a maximum of one hundred eighty (180) calendar days, after which the provisions of the Long Term Disability Plan shall apply. Pension contributions and benefit premiums shall be continued based on the Member's regular base salary while on sick leave.**

26.39

Holidays

- (1) The following shall constitute paid holidays for all Members except for term appointments who shall be eligible only for those days that fall within the period of their employment and in accordance with Employment Standards Code:

New Year's Day  
Louis Riel Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day (July 1)  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
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 one (1) of the above days falls on a Saturday or Sunday, the President shall declare the preceding Friday or the following Monday to be observed in substitution.

- (2) Remembrance Day shall be a paid holiday if it falls on a regular working day.
- (3) A "floating" paid holiday shall be observed in lieu of Easter Monday. The President shall declare by March 1 the day the floating holiday is to be observed as a paid holiday in that year for all Members.
- (4) A Member shall be entitled to three (3) additional paid bona fide religious holidays when they do not coincide with the holidays named above.
- (5) A Member requiring religious leave in addition to the leave in sub-clause (4) above shall, prior to September 30 each year or when employment begins after the beginning of the Fall session within thirty (30) calendar days of active employment with the University, inform the Dean/Administrator in writing of the days required for such leave. The Dean/Administrator shall grant such leave and the leave shall be without pay.

26.40

Vacations

- (1) A Member appointed on a twelve (12) month basis shall be entitled to an annual vacation of twenty-five (25) **Working Days**. A Member who has accumulated twenty (20) years of

service shall be entitled to an annual vacation of thirty (30) **Working Days**. Vacation may be taken in one (1) or more parts during each twelve (12) month period. A Member appointed on a part-time basis or for less than twelve (12) months shall have his/her vacation entitlement prorated for use during the period of the term appointment and shall be treated in accordance with the provisions outlined in Clause 23.22(7). Vacations may be taken at any time provided they do not interfere with the Member's teaching/professional duties.

- (2) Except as provided in this clause, vacation entitlement is to be taken during the year it occurs and vacation dates shall be arranged so that they are mutually satisfactory to the Member, the Chair/Director and the Dean, or the Member and the Administrator.
- (3) A Member will not receive remuneration in excess of his/her annual salary in the event the Member chooses to work through all or part of his/her vacation period. A Member who defers his/her vacation at the request of the Employer shall be allowed to carry over such deferred vacation time to the following year. A Member shall be entitled to carry over up to five (5) days vacation from one (1) year to the next but may not accumulate vacation carry over for more than one (1) year.
- (4) If a holiday set out in Clause 26.39 occurs during a Member's vacation period, the holiday will be added to the vacation period.

#### **ARTICLE 27: REDUCED APPOINTMENT FOR FULL-TIME MEMBERS**

- 27.01 Reduced appointments provide Members with more flexible employment arrangements. 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.
- 27.02 Normally, the maximum reduction in workload from full-time status shall be fifty percent (50%), and the maximum duration of the reduced appointment, unless permanent, shall be five (5) years.
- 27.03 A Member with a tenured or continuing appointment shall be eligible to apply to the Dean/Administrator for a reduced appointment. A written application shall be submitted at least six (6) months prior to the requested commencement date of the reduced appointment with a copy to the Association. Normally, a decision on the granting of a reduced appointment shall be made at least four (4) months prior to the commencement of the reduced appointment.
- 27.04 A written application for a reduced appointment shall be submitted by the Member to the Chair/Director, or to the Dean/Administrator.

The Chair/Director shall forward the application and recommendations to the Dean/Administrator. The Dean/Administrator shall forward the application and recommendations to the Vice-President (Academic).

The Vice-President (Academic) shall forward his/her recommendation as well as all other recommendations to the President. The recommendations forwarded to the President shall specify 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.

- 27.05 A reduced appointment shall be made, upon the recommendations pursuant to Clause 27.04, by the President. 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.
- 27.06 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 Agreement unless excluded by the certificate.
- 27.07 A Member whose application for a reduced appointment is approved shall have a base salary rate computed as if the Member were continuing on full-time status. All relevant salary adjustments shall be applied to the base salary rate. The actual salary to be paid to the Member shall be pro-rated from the base salary rate in direct relation to the approved reduction in the workload for the reduced appointment. Should the Member return to full-time status, the base salary rate will be reduced by the sum of all CDIs applied to the base salary rate during the period of the reduced appointment multiplied by the percentage by which the workload has been reduced while on reduced appointment.
- 27.08 A Member on a reduced appointment shall continue to participate in the benefit plans. The Member's and the Employer's contributions and the Member's coverage shall be based on the base salary rate of the Member, except as provided in Clause 27.09. For pension purposes, a Member on reduced appointment shall receive credited service in accordance with the terms of the University of Winnipeg **Trusted** Pension Plan.
- 27.09 **Sick leave benefits, insurance premiums** and coverage under the Group Long Term Disability plan shall be based on the Member's actual salary.
- 27.10 For the purpose of research/study leave, a Member who is on reduced appointment, or who has been on reduced appointment during the eligibility period pursuant to Clause 26.02, shall be entitled to a research/study leave with salary calculated in accordance with the provisions of Clause 26.06.
- 27.11 A Member on a reduced appointment shall continue his/her appointment status and shall be eligible for promotion and other benefits in this Agreement. For the purposes of any assessment of performance, including those for salary increments, merit awards, and promotion, a Member on a reduced appointment shall be assessed solely on the basis of his/her actual workload. For the purpose of meeting the conditions set out in Article 24, the years of service required shall be increased in inverse proportion to the actual workload. Vacation entitlement shall be pursuant to Clause 26.40. Other benefits shall be calculated on a pro-rated basis.
- 27.12 A Member whose application for a reduced appointment is approved shall receive a letter of reduced appointment from the President which shall state:
- (1) the Member's current base salary rate;
  - (2) the Member's initial actual salary on the effective date of the reduced appointment;
  - (3) the effective commencement date of the reduced appointment;
  - (4) the duration of the reduced appointment;
  - (5) percentage of workload;

- (6) the workload responsibilities of the Member;
- (7) any other terms and conditions related to the appointment.

At the same time, a copy of the letter of reduced appointment pursuant to this Clause shall be forwarded to the Association.

- 27.13 No reduced appointment shall take effect until and unless the Member indicates in writing to the President his/her acceptance of the reduced appointment and all of 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.

## **ARTICLE 28: SALARIES**

### **28.01 Base Salary Rate**

Base salary rate is the annual salary rate of a Member engaged in full-time employment with the University, including any market supplements but excluding any stipends or merit awards. The salary of a Member employed on a part-time basis shall be pro-rated on the basis of the normal annual salary.

### **28.02 Salary Scale Adjustments**

- (1) Effective **August 18, 2013**, there shall be an adjustment to the salary scales **in each rank** as follows:
  - (a) **a 2.5% increase in the floors, thresholds and CDI's.**
- (2) Effective **March 30, 2014**, there shall be adjustments to the salary scales **as follows**:
  - (a) **a 1.5% increase in the floors, thresholds and CDI's; and**
  - (b) **all increments above Threshold 1 become 75% of the value of the Increment below Threshold 1.**
- (3) Effective **September 28, 2014**, there shall be an adjustment to the salary scales in each rank as follows:
  - (a) **a 0.9% increase in the floors, thresholds and CDI's (non-compounded with the March 30, 2014 adjustment).**
- (4) Effective **March 29, 2015**, there shall be an adjustment to the salary scales as follows:
  - (a) **a 2.0% increase in the floors, thresholds and CDI's.**
- (5) **Effective the bi-weekly pay period that includes April 1, 2015, there shall be adjustments to the salary scales as follows:**
  - (a) **increase the Floor and Threshold 1 for Assistant Professor by one increment;**

- (b) increase the Floor, Threshold 1 and Threshold 2 for Associate Professor by one increment; and
  - (c) increase Threshold 2 for Professor by one increment.
- (6) Effective March 26, 2016, there shall be adjustments to the salary scales as follows:
- (a) increase the Floor and Threshold 1 for Assistant Professor by one increment;
  - (b) increase the Floor, Threshold 1 and Threshold 2 for Associate Professor by one increment; and
  - (c) increase Threshold 2 for Professor by one increment.

**28.03** Base Salary Adjustments

- (1) Effective **August 18, 2013**, there shall be an increase in the base salary of each eligible Member of **2.5%**.
- (2) Effective **March 30, 2014**, there shall be an increase in the base salary of each **eligible** Member of **1.5%**.
- (3) Effective **September 28, 2014**, there shall be an increase in the base salary of each **eligible** Member of **0.9% (non-compounded with the March 30, 2014 increase)**.
- (4) Effective **March 29, 2015**, there shall be an increase in the base salary of each **eligible** Member of **2.0%**.
- (5) **Effective March 30, 2015 and prior to the implementation of the CDI, each eligible Member's base salary shall be increased by \$450.**
- (6) Any Member whose salary on April 1 of a given year is below the new floor after implementation of the base salary adjustments described in 28.03 and applicable floor adjustments described in 28.02, shall have their salary raised to the new floor applicable to their rank.

**28.04** Career Development Increment

- (1) A Member whose performance has been satisfactory shall receive a career development increment each year including the year of continuance should negotiations extend beyond the normal duration of this contract.
- (2) Satisfactory performance of a Member's responsibilities shall be determined through a performance evaluation pursuant to Article 14 and consistent with the criteria for the Member's rank or classification as provided in Article 24.
- (3) The value of the career development increment shall be determined according to the appropriate chart in Clause 28.06 on the basis of a Member's salary inclusive of any market supplement. The value of the career development increment shall be prorated for part-time appointments or for term appointments of less than 12 months. Where the rank of a Member provides for both a Threshold 1 and a Threshold 2 and the Member's salary



prior to implementation of a Career Development Increment is below Threshold 1, the Member shall be eligible for a full Career Development Increment. A Member's Career Development Increment is subject to the maximum salary as established by Threshold 1 if the Member's rank has one Threshold or by Threshold 2 where the Member's rank has two Thresholds.

- (4) Where a career development increment is withheld, in whole or in part, the President shall, by March 1, advise the Member in writing of the reason(s) for withholding the career development increment pursuant to Articles 24 and 14.

#### 28.05

##### Promotion Adjustments

When a Member is promoted to a higher rank, his/her base salary prior to the promotion shall be increased effective the date of promotion by the amount, if any, required to raise the salary to the floor of the new rank.

(1) The salary schedule effective **April 1, 2013 to August 17, 2013** shall be:

	Floor	Increment	Threshold 1	Increment	Threshold 2*
Professor	\$96,607	\$3,613	\$128,551	\$2,324	\$143,187
Assoc. Professor	\$74,877	\$2,891	\$99,584	\$1,962	\$110,912
Assist. Professor	\$62,281	\$2,312	\$85,408		
Lecturer	\$48,984	\$1,879	\$67,775		
Librarian IV	\$76,480	\$2,891	\$105,391	\$1,445	\$118,402
Librarian III	\$63,100	\$2,312	\$97,789		
Librarian II	\$51,437	\$1,879	\$70,227		
Librarian I	\$48,984	\$1,473	\$51,931		
Instructor III, Ath. Therapist	\$63,911	\$2,312	\$87,037	\$1,156	\$97,444
Instructor II, Ath. Therapist	\$48,984	\$1,879	\$77,171		
Instructor I, Ath. Therapist	\$46,530	\$1,591	\$51,301		
Coach	\$47,210	\$1,879	\$84,793		

\*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective **April 1, 2013**. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

(2) The salary schedule effective **August 18, 2013 to March 29, 2014** shall be:

	Floor	Increment	Threshold 1	Increment	Threshold 2*
Professor	\$99,022	\$3,703	\$131,765	\$2,382	\$146,767
Assoc. Professor	\$76,749	\$2,963	\$102,074	\$2,011	\$113,685
Assist. Professor	\$63,838	\$2,370	\$87,543		
Lecturer	\$50,209	\$1,926	\$69,469		
Librarian IV	\$78,392	\$2,963	\$108,026	\$1,481	\$121,362
Librarian III	\$64,678	\$2,370	\$100,234		
Librarian II	\$52,723	\$1,926	\$71,983		
Librarian I	\$50,209	\$1,510	\$53,229		
Instructor III, Ath. Therapist	\$65,509	\$2,370	\$89,213	\$1,185	\$99,880
Instructor II, Ath. Therapist	\$50,209	\$1,926	\$79,100		
Instructor I, Ath. Therapist	\$47,693	\$1,631	\$52,584		
Coach	\$48,390	\$1,926	\$86,913		

\*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective **August 18, 2014**. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

(3) The salary schedule effective **March 30, 2014 to September 27, 2014** shall be:

	Floor	Increment**	Threshold 1	Increment**	Threshold 2*
Professor	\$100,508	\$3,792	\$133,741	\$2,844	\$148,968
Assoc. Professor	\$77,900	\$3,034	\$103,605	\$2,276	\$115,390
Assist. Professor	\$64,796	\$2,427	\$88,856		
Lecturer	\$50,962	\$1,972	\$70,511		
Librarian IV	\$79,568	\$3,034	\$109,646	\$2,276	\$123,182
Librarian III	\$65,648	\$2,427	\$101,737		
Librarian II	\$53,514	\$1,972	\$73,062		
Librarian I	\$50,962	\$1,546	\$54,028		
Instructor III, Ath. Therapist	\$66,491	\$2,427	\$90,551	\$1,820	\$101,378
Instructor II, Ath. Therapist	\$50,962	\$1,972	\$80,287		
Instructor I, Ath. Therapist	\$48,409	\$1,670	\$53,372		
Coach	\$49,116	\$1,972	\$88,217		

\*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective **March 30, 2014**. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

\*\* Increments for the period **March 30, 2014 to March 28, 2015** reflect a 2.4% increase.

(4) The salary schedule effective **September 28, 2014 to March 28, 2015** shall be:

	Floor	Increment	Threshold 1	Increment	Threshold 2*
Professor	\$101,399	\$3,792	\$134,927	\$2,844	\$150,289
Assoc. Professor	\$78,591	\$3,034	\$104,523	\$2,276	\$116,413
Assist. Professor	\$65,370	\$2,427	\$89,644		
Lecturer	\$51,414	\$1,972	\$71,137		
Librarian IV	\$80,273	\$3,034	\$110,618	\$2,276	\$124,275
Librarian III	\$66,230	\$2,427	\$102,639		
Librarian II	\$53,988	\$1,972	\$73,710		
Librarian I	\$51,414	\$1,546	\$54,507		
Instructor III, Ath. Therapist	\$67,081	\$2,427	\$91,354	\$1,820	\$102,277
Instructor II, Ath. Therapist	\$51,414	\$1,972	\$80,999		
Instructor I, Ath. Therapist	\$48,838	\$1,670	\$53,846		
Coach	\$49,552	\$1,972	\$88,999		

\*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective **September 28, 2014**. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

(5) The salary schedule effective **March 29, 2015** to **March 26, 2016** shall be:

	Floor	Increment	Threshold 1	Increment	Threshold 2*
Professor	\$103,427	\$3,868	\$137,626	\$2,901	\$156,196
Assoc. Professor	\$83,258	\$3,095	\$109,709	\$2,321	\$121,063
Assist. Professor	\$69,153	\$2,475	\$93,912		
Lecturer	\$52,442	\$2,012	\$72,559		
Librarian IV	\$81,879	\$3,095	\$112,831	\$2,321	\$126,760
Librarian III	\$67,554	\$2,475	\$104,692		
Librarian II	\$55,068	\$2,012	\$75,184		
Librarian I	\$52,442	\$1,577	\$55,597		
Instructor III, Ath. Therapist	\$68,423	\$2,475	\$93,181	\$1,856	\$104,323
Instructor II, Ath. Therapist	\$52,442	\$2,012	\$82,619		
Instructor I, Ath. Therapist	\$49,815	\$1,703	\$54,922		
Coach	\$50,543	\$2,012	\$90,779		

\*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective **March 29, 2015**. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

**NOTE: Effective March 26, 2016 the floors and thresholds identified in Clause 28.03 (6) will be adjusted as stated.**

28.07      Merit

- (1) A merit award may be granted for exceptional performance in teaching or professional duties, research or other scholarly activities, outstanding involvement in departmental or University affairs, or outstanding contribution to community service related to the duties and responsibilities of the Member.
- (2) A Merit award will not affect a Member's base salary rate, salary thresholds or maximum salary ceiling.
- (3) The decision to award merit shall be made by the President after consultation with the appropriate Vice-President, and the Dean/Administrator who shall have consulted with the Chair/Director.
- (4) The President shall, by March 1, advise the Member, in writing, of the merit award and of the reason(s) for the award. At the same time, the President shall provide, in writing, to the appropriate administrator and Chair/Director and the President of the Association, the names of those Members who received merit awards together with the amount, if any, each received.

28.08      Market Supplement

- (1) Where starting salaries or salary ranges are insufficient to attract and retain a qualified individual to a position within the bargaining unit, the President may, after consultation with the appropriate Vice-President, and the Dean/Administrator who shall have consulted with the Chair/Director, add to the base salary of a Member a special market supplement. Each Member receiving the market supplement shall be notified in writing of the specific amount and a copy of the notification shall be provided to Human Resources for salary purposes. In the case of new appointments, the specific amount shall be identified in the letter of appointment. Market supplements shall not be deemed or construed to be an anomaly.
- (2) As market supplements are blended into the base salary, the value of the market supplement may change. These adjustments to the market supplement shall be recorded for salary history purposes. A Member's salary, inclusive of market supplement, is used to determine the applicable Career Development Increment.

28.09      Stipends

(a)      Overload Stipend

The teaching of a scheduled credit course, or part thereof, beyond the Member's departmental credit course load during the Fall, Winter and Spring/**Summer** terms shall be defined as overload teaching unless such additional teaching is assigned as part of normal load in lieu of some component of the Member's non-teaching duties.

The overload stipend for a full course (1.0 FCE, 6 credit-hours) shall be \$6,817. The stipend for a course less than a full course shall be calculated on a pro-rated basis.

(b)      Chair of a Department

A Member who is a Chair of a Department shall be paid an annual stipend,

pro-rated **bi-weekly**, as follows:

- i) nine (9) or fewer FTE Members - \$3,000.00
- ii) ten (10) to fifteen (15) FTE Members - \$3,250.00; or
- iii) greater than fifteen (15) FTE Members - \$6,500.00.

Chairs may choose to have their annual stipend deposited to their TPDA account. Members who will be serving as a Chair shall indicate in writing, prior to the commencement of their term as Chair, whether they wish to receive 0% or 100% of this stipend deposited to their TPDA account. Chairs who do not indicate a preference **prior to the commencement of their term as Chair** will have their stipend paid bi-weekly as salary, **subject to applicable taxes and deductions. The option selected initially shall remain in effect throughout their term as Chair unless the Member notifies Human Resources of a change in writing by May 31<sup>st</sup>, which change shall become effective for the pay period that includes July 1.**

Chair stipends that are deposited to TPDA accounts shall be administered in accordance with the provisions of Clause 29.04 (Travel and Professional Development Allowance) and Canada Revenue Agency Guidelines.

28.10

#### Starting Salaries and Ranks Related to Qualifications

A Member shall receive a starting salary commensurate with his/her academic and/or professional qualifications and related work experience. Normally, the rank and starting salary associated with each of the following qualifications and without additional work experience shall be:

##### (a) Instructors

(i) Bachelor Degree (3 years)	Instructor I	floor
(ii) Bachelor Degree (4 years)	Instructor I	floor + 1 CDI
(iii) Masters Degree	Instructor II	floor
(iv) Doctorate	Instructor II	floor + 4 CDI
(v) Doctorate	Instructor III	floor

##### (b) Librarians

(i) Bachelor/Master of Library Sci.	Librarian I	floor
(ii) 2nd Master Degree	Librarian II	floor
(iii) Doctorate	Librarian II	floor + 2 CDI

##### (c) Faculty/Counsellors

(i) Master Degree	Lecturer	floor
(ii) Master ABD	Lecturer	floor + 4 CDI
(iii) Doctorate	Asst. Professor	floor

##### (d) Coaches

(i) Bachelor Degree (3 Year)		
or Relevant Experience plus		floor
1 year certification		floor + 1 CDI
2 year certification		floor + 2 CDI
(ii) Bachelor Degree (4 year)		floor + 1 CDI



28.11 Supervisor of Student Teaching

The Supervisor of Student Teaching shall be paid in accordance with the salary scale for the Association Collegiate Division.

28.12 Members shall be paid on a bi-weekly basis.

**ARTICLE 29: BENEFITS**

29.01 Except as modified by Memoranda of Agreement:

- (1) The Employer agrees to maintain the current employee benefit plans, namely, the University of Winnipeg Pension Plan, Group Life Insurance, Group Long Term Disability, the Extended Health Benefits Plan, the Dental Plan, the Vision Care Plan, the Health Spending Account, and the Wellness/Sustainability Account for the duration of the Collective Agreement unless changed by recommendation of the Joint Employee Benefits Committee or the Board of Trustees for the Pension Plan, and approved by the Employer, as required.
- (2) 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.
- (3) The Employer agrees to maintain an Employee Assistance Plan that is equivalent to that provided to other employee groups within the University.
- (4) Effective January 1, **2014**, the Employer agrees to increase the Health Spending Account to **\$300** per eligible Member per calendar year.
- (5) Effective **January 1, 2015**, the Employer agrees to **increase the Health Spending Account to \$350 per eligible Member per calendar year.**

- 29.02
- (1) The Human Resources Department shall provide access to comprehensive information on all the benefit plans described in Clause 29.01 on the Human Resources website.
  - (2) The Association shall be supplied with an up-to-date master copy and revisions thereto of plans and contracts relevant to the member benefits mentioned in Clause 29.01(1).
  - (3) Within five (5) **Working Days** of receipt of same, the Board of Trustees for the Pension Plan shall provide the President of the Association with a copy of each actuarial report on the pension fund.

29.03 (1) The Parties shall maintain a Joint Employee Benefits Committee with membership as follows:

- 3 representatives from UWFA.;
  - 3 representatives from AESES;
  - 1 representative from UWFA (Collegiate Unit)
  - 3 representatives of the Employer;
  - 1 representative from IUOE, Local 987; and
  - 1 representative from the Confidential, Managerial and Professional employees
- Annually, and as changes are made, the Association shall be notified of the

composition of the Joint Employee Benefits Committee.

- (2) The committee shall examine the merits of the administration of existing plans, premium rates, retention practices and benefits with a view to recommending such changes in the benefits and/or carriers as the Committee considers necessary. The mandate and operational procedures shall be in accordance with the Report of the all-Party Review Committee dated November 2003.
- (3) The Committee shall meet as often as necessary and shall establish its own procedures. Each Party to the Committee shall appoint a co-chair; meetings shall be chaired by each Party's co-chair on a rotating basis.
- (4) The Committee shall be provided with the necessary information and documents relevant to the examination described in this Clause 29.03(2) and make such recommendations as it deems appropriate to the Parties.

29.04 Travel and Professional Development Allowance

- (1) Whereas the Employer expects that Members may attend workshops, study sessions or conferences necessary to communicate and extend their knowledge and need to purchase items such as books, journals, equipment, membership in professional associations, related to the performance of their professional and teaching duties, the Employer shall provide a travel and professional development allowance (TPDA).
- (2) Effective April 1<sup>st</sup> of each year, the Employer shall make available a travel and professional development allowance in the amount of \$1,447 to eligible Members.

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 a leave of absence without pay.

The TPDA shall not accrue to a Member while he/she is on leave pursuant to Clauses 26.23, and 26.30 - 26.33 except that the Member on leave may have access to carry-over amounts from previous years pursuant to Clause 29.05.

- (3) A Member may use this sum for paying travel and travel-related expenses to and from meetings of learned societies, professional associations or similar groups or academic field work not covered by research grants and for the purchase of items related to the performance of his/her responsibilities as specified in Clause 29.04(1) provided that he/she presents the Vice-President (Academic) with receipts or records of purchase of items or of travel and travel-related expenses.
- (4) A Member shall present an application for travel to the appropriate Dean/Administrator who shall approve it provided that such travel is for the purposes specified in Clause 29.04(1) and (3) and provided further that the Member's obligations and responsibilities are covered during his/her absence.
- (5) Except for travel, a Member may draw on these funds to defray his/her legitimate expenses pursuant to Clause 29.04(3) 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.
- (6) A Member may request the Vice-President (Academic) to provide an accountable advance for travel expenses not exceeding the total individual amount of TPDA subject to the current University Travel Policy. Alternatively, a Member shall present a receipted

expense sheet to the Vice-President (Academic) for reimbursement.

- (7) Members traveling on authorized University business, except those travelling under the provisions of Clause 29.04(1) and (3) shall be reimbursed for incurred expenses in accordance with current University policy.

29.05 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 Vice-President (Academic) 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.

29.06 Tuition Benefit Program

The Employer will establish and maintain a University Tuition Benefit Program to which eligible Members and other eligible employees, their spouses (including common-law and/or same sex spouse) and their eligible dependents may apply. For the purpose of this Clause, an 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 of a common-law and/or same sex spouse 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 at The University of Winnipeg. The age restrictions do not apply to a physically or mentally incapacitated child. The applicants and the Members must meet the eligibility requirements as of the first day of classes for the term in which the applicant is applying for the Tuition Benefit Program.

The Tuition Benefit Program will be administered by the Employer and will provide tuition benefits for credit courses leading to the applicant's first undergraduate degree. For the purpose of this Clause, the University of Winnipeg Bachelor of Education degree shall be considered as a first undergraduate degree. Tuition benefits will apply only to credit courses completed at the University of Winnipeg. The tuition benefits shall be dispersed in June and in August of each academic year and will be equal to the tuition fees paid for courses which the applicant has completed with the grade of C or better within the academic term(s) immediately preceding the disbursement. Tuition benefits 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 tuition benefits 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. The Tuition Benefit Program shall be administered in accordance with Canada Revenue Agency guidelines.

29.07 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, gender, seniority, and the need for the use of a vehicle with primary consideration given to security and physical handicaps

of Members. New parking added beyond April 1, 2008 shall be established at market rates.

29.08 Physical Education/Recreation Facilities

Members, their spouses (including a common-law and/or same sex spouse) and children (including children of a common-law and/or same sex spouse) under the age of 26 and supported by the Member 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.

29.09 Convocation / University Official Ceremonies

The Employer will pay the cost of renting academic regalia for Members who attend Convocation.

**ARTICLE 30: INTERRUPTION OR TERMINATION OF EMPLOYMENT**

30.01 No Member shall be terminated, laid off, or experience any other severance of the employment relationship except in accordance with one (1) of the following:

- (a) Retirement;
- (b) Resignation;
- (c) Expiration of a term appointment in accordance with the provisions of Article 23;
- (d) Expiration of a probationary appointment following a denial of tenure or continuing appointment in accordance with the provisions of Article 23 and Article 24;
- (e) Termination of a probationary appointment at the end of an academic year, based on annual performance evaluation or for just and sufficient cause;
- (f) Upon lay-off in accordance with the provisions of Article 33, provided that Members who are laid-off shall be entitled to recall in accordance with the Article; or
- (g) Suspension and/or dismissal for cause in accordance with Article 31.

30.02 Notice

- (a) Members are encouraged to provide a minimum of six (6) months of notice of retirement, in accordance with the University of Winnipeg Pension Plan.
- (b) The required notice period for resignation shall be in accordance with provincial legislation; however six (6) months' notice for a Faculty, Counsellor Instructor or Athletic Therapist Member is encouraged, with resignation effective **June 30**.
- (c) **The written notice shall be provided to the Member's Dean, with a copy to Human Resources and the Association.**

**ARTICLE 31: DISCIPLINE**

31.01 A Member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline. The Parties agree that wherever possible, practicable and reasonable, efforts shall be made to resolve issues informally.

31.02 The only disciplinary measures that may be imposed are:

- (1) a letter of warning;
- (2) a letter of reprimand;
- (3) suspension without pay; and
- (4) dismissal for just cause.

- 31.03 A letter of warning or reprimand may only be issued by the Employer.
- 31.04 Suspension without pay is when the Employer removes from a Member some or all of his/her employment duties, for just cause, without the Member's consent. Only the President or the Vice-President (Academic) of the University may suspend a Member of the bargaining unit.
- 31.05 Dismissal means the termination of an appointment by the Employer. Only the President of the University may dismiss a Member of the bargaining unit.
- 31.06 Non-Disciplinary Suspension with Pay
- (1) Non-disciplinary suspension with pay may occur in the following circumstances:
    - (a) where such suspension is necessary to maintain a safe working and learning environment; or
    - (b) where a Member's suspension is necessary in order to conduct a fair and thorough investigation of any matter that may lead to, suspension or dismissal.
  - (2) The President or Vice-President (Academic) may suspend a Member with pay, from some or all of his/her employment duties. The Employer will immediately report any such action and the reasons for it to both the Member and to the Association.
- 31.07 The Employer bears the onus of proving that any disciplinary action taken was for just, reasonable and sufficient cause.
- 31.08 Failure to renew a limited-term contract, failure to grant tenure, or lay-off pursuant to financial exigency shall not constitute discipline.
- 31.09 If disciplinary procedures are in progress while a Member is being considered for conversion, renewal of a term appointment, tenure, promotion or Research/Study Leave, at the request of the Member, consideration shall be deferred until the disciplinary process has been concluded. During this period, the Member shall remain in the employ of the Employer.
- 31.10 Disability shall not be cause for discipline.
- 31.11 In accordance with the **Manitoba Labour Relations Act** C.C.S.M., c. L10, the failure or refusal of any Member to pass through or work behind any lawfully established picket line shall not be deemed a breach of this Collective Agreement and the Employer shall not discipline or otherwise discriminate against any such Member. However, the Employer shall not be required to pay wages to a Member for any period during which the Member refuses to perform the work for which he/she is employed.
- 31.12 Disciplinary action shall not be based upon anonymous information.

31.13 Discipline Procedure

- (1) Where the President/Vice-President (Academic) or the Dean/Administrator becomes aware that a Member's conduct or performance may warrant discipline, prior to imposing discipline, he/she shall ensure that an appropriate investigation has been undertaken and completed.
- (2) Should the Dean/ Administrator determine that an immediate non-disciplinary suspension with pay is required, he/she shall make the recommendation to the Vice-President (Academic) or the President, either of whom may decide the matter. The Dean/Administrator shall ensure that a full and complete investigation is undertaken as soon as practicable.
- (3) The Member shall have the right to representation by the Association at any and all meetings with the Employer's representatives.
- (4) Prior to the imposition of any discipline, a Member shall be given reasonable formal notice of the basis for the potential discipline and shall have the right to be heard on the matter. In situations of exceptional urgency, the Employer may impose discipline without first affording a Member the right to be heard. In any such case, the Member shall be notified and afforded a hearing as soon as practicable.
- (5) The imposition of any discipline, if warranted, shall be determined within a reasonable period of time following the meeting with the Member.

31.14 All disciplinary action imposed by the Employer shall be in writing to the Member. The Association shall receive a copy and a copy shall be placed in the Member's personnel file.

31.15 The Association has the right to grieve any discipline imposed by the Employer. The Association must file the grievance with the Employer in accordance with the procedures and timelines outlined in Clause 32.11.

31.16 A Member shall have the right to request the removal of a record of discipline, excluding suspension or termination, from the Member's personnel file after twenty-four (24) months from the date of the alleged infraction provided that no subsequent infractions have been proven during that period. A Member shall have the right to request the removal of a record of suspension from the Member's personnel file after thirty-six (36) months from the date of the alleged infraction provided that no subsequent infractions have been proven within that period. Such requests shall not be unreasonably denied.

**ARTICLE 32: GRIEVANCE AND ARBITRATION**

32.01 A grievance shall be any dispute or difference arising out of the interpretation, application or alleged violation of the provisions of this Agreement. Without limiting the generality of the foregoing, grievance shall include any dispute or difference arising out of the alleged arbitrary, discriminatory, bad faith or unreasonable treatment of Members in respect to matters that are not regulated expressly by provisions of this Agreement, including University policies that have implications for the terms and conditions of Members' employment at the University of Winnipeg.

- 32.02 Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the President of the University and to Human Resources. Written communications to the Association shall be sent to the President and Staff Officer of the Association.
- 32.03 Types of Grievances
- (1) An Individual Grievance is a grievance initiated by the Association on behalf of a single Member against the Employer.
- (2) A Group Grievance is a grievance initiated by the Association on behalf of two (2) or more Members involving the same dispute against the Employer.
- (3) A Policy Grievance is a grievance involving the interpretation, application or alleged violation of this Agreement that has implications generally for Members and that is initiated by the Association against the Employer, or a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Employer against the Association. Where the Employer files a grievance against the Association, the grievance procedures outlined in this Article will be followed.
- 32.04 The Association alone shall have the right to initiate Individual or Group Grievances. A Policy Grievance may be initiated by either the Association or the Employer.
- 32.05 (1) Nothing in this Article shall be deemed to preclude the Association from initiating, as a Policy Grievance, a grievance which also is the subject of an Individual Grievance or a Group Grievance, nor shall the initiation of a Policy Grievance preclude such Individual or Group Grievances.
- (2) In the event that a Policy Grievance is processed successfully in arbitration pursuant to this Article, the arbitrator shall have the jurisdiction to grant remedies to individual Members or the Employer in respect of losses sustained by them arising from the breach which was the subject of the Policy Grievance.
- 32.06 In the event that a grievance is withdrawn, the withdrawing party shall provide written notice of the withdrawal to the other party.
- 32.07 The accredited Association Grievance Officer shall be entitled to investigate and process grievances during the regular working day.
- 32.08 The Employer shall not harass, intimidate, coerce, or penalize in respect of terms and conditions of employment and/or matters related to employment, a Member by reason of his/her bona fide participation in the investigation and/or resolution of a grievance.
- 32.09 The Employer shall provide the accredited Association Grievance Officer and its Staff Officer with access to information required for the purpose of investigating and processing a grievance.
- 32.10 (1) The Association Grievance Officer and its Staff Officer shall be entitled to be present at all steps of the grievance and arbitration procedure and shall represent the grievor(s) at all formal steps.
- (2) Reasonable effort shall be made to settle grievances fairly and promptly. Nothing precludes the Parties from resolving the grievance via mediation, informal discussion, or in any other manner that they deem appropriate. Where this does not result in a

satisfactory resolution, a formal grievance may be filed, in the manner set out below.

32.11 Time Limits

- (1) The Association shall file a grievance according to the procedures outlined in Clause 32.14 within twenty (20) **Working Days** after the occurrence of the incident giving rise to the grievance, or twenty (20) **Working Days** from the date it became aware of the events giving rise to the grievance, whichever is later.
- (2) The time limits specified in this Article may be extended by mutual agreement of the parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

32.12 Technical Irregularities

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

32.13 Termination of Employment

- (1) In cases involving dismissal or denial of tenure, the Association shall have the right to take a dispute directly to Step III of the grievance procedure prior to proceeding to arbitration.
- (2) In all cases involving dismissal, denial of tenure, discipline, alleged discrimination or incompetence, the burden of proof shall be on the Employer to establish its case, except that in the case of alleged discrimination the Association shall be required to present evidence first.

32.14 Grievance Procedure

- (1) A grievance shall be in writing signed by the Association's representative and Member(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. All grievances filed by the Association at Step I and Step II shall be delivered to the Vice-President (Academic) and the Vice-President (Human Resources). All grievances filed at Step III shall be delivered to the President with a copy to the Vice-President (Human Resources).
- (2) No later than ten (10) **Working Days** following the receipt of the grievance, the grievance process will commence at the appropriate step (Individual and Group Grievances at either Step I or Step II, and Policy and Termination/denial of tenure at Step III) and the Dean/Administrator or his/her designate and the Vice-President (Human Resources) shall meet with the Association's representative(s) and any Members affected.
- (3) Step I Grievance
  - (a) No later than ten (10) **Working Days** following receipt of the grievance, the Dean/Administrator or his/her designate and the Vice-President (Human Resources) shall meet with the Association's representative(s) and any



Member(s) affected. The parties shall make every reasonable attempt to resolve the grievance at this stage.

- (b) If the grievance is resolved at this stage, such settlement shall be put in writing by the parties and signed by representative(s) of the Employer and the Association within ten (10) **Working Days** of the meeting at which the resolution was reached.
- (c) In the event that the Association's representative(s) and the Employer's representative(s) cannot resolve the grievance within twenty (20) **Working Days** of the Step I meeting the Employer's representative shall forward in writing to the Association's representative(s) the reasons for denying the grievance.

(4) Step II Grievance

- (a) In the event that the Step I grievance meeting does not satisfactorily resolve the grievance, the Association may submit the grievance to the Vice-President (Academic) (copy to Human Resources) within ten (10) **Working Days** of the initial denial of said grievance.
- (b) Within ten (10) **Working Days**, the Vice-President (Academic) and the Vice-President (Human Resources) shall meet with the Association's representative(s) and any Member(s) affected. The parties shall make every reasonable attempt to resolve the grievance at this stage. If the grievance is resolved, such settlement shall be put in writing by the parties and signed by representative(s) of the Employer and the Association within ten (10) **Working Days** of the meeting at which the resolution was reached.
- (c) In the event that the grievance cannot be resolved within twenty (20) **Working Days**, the Vice-President (Academic) shall forward, in writing, to the Association's representative(s), the reasons for denying the grievance.

(5) Step III Grievance

- (a) In the event that the Step II grievance meeting does not satisfactorily resolve the grievance, the Association may submit the grievance to the President of the University (copy to Human Resources) within ten (10) **Working Days** of the denial of said grievance at Step II.
- (b) Within ten (10) **Working Days** of receipt of the grievance at this step, the President and Vice-President (Human Resources) shall meet with the Association's representative(s) and any Member(s) affected. The parties shall make every reasonable attempt to resolve the grievance at this stage. If the grievance is resolved, such settlement shall be put in writing by the parties and signed by representative(s) of the Employer and the Association within ten (10) **Working Days** after the meeting at which the resolution was reached.
- (c) In the event that the grievance cannot be resolved, the President shall forward in writing, to the Association's representative(s), the reasons for denying the grievance.

32.15      Arbitration

- (1)      The Association may, within fifteen (15) **Working Days** of receipt of the response after Step III, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- (2)      The Parties agree that the following persons shall serve as the single arbitrator on a rotating basis:
  - (a) Michael Werier
  - (b) Diane Jones
  - (c) Bill Hamilton
  - (d) Arnie Peltz
- (3)      The persons specified in Clause 32.15(2) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, within a reasonable period of time (not to exceed three (3) months), the next person on the list, shall be selected, and so on, until one (1) of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within two (2) months of the date of the selection of the arbitrator. If none of the persons on the list is available within two (2) months of the date of his/her notification by the Parties and if the Parties do not agree on an alternate arbitrator who is available within two (2) months, the Parties shall ask the Minister of Labour to appoint a single arbitrator.
- (4)      The arbitrator shall have the duty and power to adjudicate all differences between the parties, and shall have all the powers of an arbitrator as stated in this province's ***Labour Relations Act***, as amended from time to time.
- (5)      For the purposes of this Article, grievances involving the denial of tenure shall be treated as grievances involving dismissal.
- (6)      The arbitrator shall have the power to make an interim order requiring the Employer to provide relief.
- (7)      All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both Parties, subject to the award of costs by the arbitrator as part of the remedy.

**ARTICLE 33: REDUNDANCY**

- 33.01      Program redundancy, as defined in Clauses 33.02 and 33.03, may be declared only by the Board. Such a declaration may be made by the Board for reasons defined in Clause 33.03.
- 33.02      Program redundancy may be declared only for bona fide academic reasons as recommended by Senate which may recommend that the program be eliminated or reduced. Senate will consider proposals, and may recommend redundancy, only after each Department/Program potentially affected has had reasonable opportunity to

comment upon the proposed redundancy. Where low student enrollment is argued as a bona fide academic reason, it must be demonstrable that a major decline has occurred which has produced a condition of low enrollments for at least three (3) years, and reasonable projections into the future must indicate that the low level of enrollment will continue.

- 33.03 The Board may proceed with a declaration of a program redundancy only on the recommendation of Senate. A program is defined as a course of study previously approved by Senate and leading to a degree. The onus of proof shall be on the Board to establish that a bona fide state of program redundancy exists pursuant to Clause 33.02.
- 33.04 A declaration of program redundancy shall be made by the Board by sending written notice indicating the program to be terminated or reduced and detailed reasons for the program redundancy to the Association.
- 33.05 Following the Board's declaration, a Redundancy Committee shall be formed. This Committee shall hold its first meeting within ten (10) **Working Days** of receipt by the Association of the Board's notice as specified in Clause 33.04.
- 33.06 The Redundancy Committee shall be composed of the following:
- (1) three (3) Members appointed by the Association;
  - (2) three (3) Board members appointed by the Board; and
  - (3) a non-voting chair appointed by Senate.
- 33.07 Within forty (40) **Working Days** of its first meeting, the Redundancy Committee shall submit a written report to the Board (with a copy to the Association).
- 33.08 It shall be the responsibility of the Redundancy Committee to consider whether methods of alleviating the bona fide program redundancy, other than voluntary separation or layoff pursuant to Clause 33.09, exist and it shall make recommendations to the Board if it considers such methods are available, (including but not limited to re-training under the provisions of Clause 26.29, research/study leaves, voluntary retirement and reduced load). It shall be the responsibility of the Redundancy Committee, in consultation with the appropriate Dean(s) and the Department(s)/Program(s) involved, to determine which Member(s) are affected by the redundancy; and, in consultation with the Dean(s)/ Vice-President(s) to recommend how these Member(s) shall be affected by the redundancy by providing a list of administrative and academic areas to which each Member could be transferred with or without retraining, considering his/her academic and professional qualifications.
- 33.09 The Board shall offer each Member in the redundant program the following options:
- (1) voluntary retirement if the Member is age fifty-five (55) or more;
  - (2) where a vacancy exists, transfer to another Department/Unit for which the Member is academically qualified or could become qualified with two (2) years retraining;
  - (3) transfer to an administrative vacancy in the University for which he/she is or can reasonably become qualified;
  - (4) voluntary separation;

- (5) where a vacancy exists, transfer to a different sub-discipline within the Department where the redundancy has occurred and as required up to one (1) year retraining; or
- (6) any other alternative which may be implemented in the future with the mutual consent of the Parties.

Any of the above options shall be implemented in accordance with the terms of this Article. All proposed transfers to another Department/Unit must have the approval of the Redundancy Committee.

If the Board cannot offer at least one of (2), (3), or (5), and the Member does not wish to accept (1), (4), or (6), the Member shall be laid-off pursuant to Clause 33.13.

- 33.10 A Member who accepts a transfer to another Department/Program shall retain his/her rank as well as all rights, privileges or benefits relating to employment which the Member had prior to the declaration of program redundancy. If such a transfer requires retraining, the Member shall be granted leave to a maximum of two (2) years at one hundred percent (100%) salary plus benefits. The Board shall pay any tuition fees and reasonable moving/travel expenses connected with retraining.
- 33.11 A Member who accepts a transfer to an administrative position in accordance with Clause 33.09(3) ceases to be a Member of the bargaining unit on the date that the transfer becomes effective. For a period of five (5) years from the date of his/her appointment to the administrative position, the Member shall have the right of first refusal of any academic vacancy within the University for which he/she is academically competent and which has not been filled under Clause 33.13.
- 33.12 Pursuant to Clause 33.09, a Member who has been offered transfer(s) but does not wish to accept the offer(s) shall be laid-off. If there is a grievance associated with the offer(s) of transfer, the grievance shall be initiated within twenty (20) **Working Days** of the offer(s).
- 33.13 All Members who are on tenured or continuing appointment, or probationary appointment, and who accept voluntary separation or are laid-off pursuant to Clause 33.09, shall have the rights as set out hereafter:
  - (1)
    - (a) Eighteen (18) months' notice in writing or any equivalent combination of notice plus salary.
    - (b) A sum equal to twelve (12) months' salary for continuing and tenured appointments and six (6) months salary for probationary appointments. All payments under this Clause shall be based on the Members' salary including the Board's contribution to pension and other benefit plans for his/her final full academic year of service to the University, pursuant to the provisions of the plans. In no case shall the number of months' salary paid under this Clause exceed the time remaining until the Member's normal retirement age, pursuant to the University's Pension Plan.
  - (2) A laid-off Member shall have the right of all academic vacancies within the University, for which he/she has academic competence as judged by the Dean/Vice-President in consultation with the Department/Program in which the vacancy occurs, for a period of three (3) years for a Member on a probationary appointment and five (5) years for a tenured or continuing Member from the effective date of lay-off/separation. A Member who accepts such a position shall

return to the University at the rank the Member held when he/she was laid-off/separated, with full recognition for years of service at the University.

A Member who is recalled pursuant to this Article shall have up to one (1) month to accept such recall offer and shall take up the offered position as soon as he/she is able to do so but in no instance later than January 1st of the following year (when recall notice is given between January 1st and June 30th in any year) or no later than July 1st of the following year (when recall notice is given between July 1st and December 31 in any year). A laid-off Member's right to recall, shall cease with the acceptance of an offer pursuant to this sub-clause if the Member has accepted a leave for retraining pursuant to Clause 33.10.

- (3) A laid-off Member with rights to recall shall have access to the Library, and if available, access to office space, laboratory space, computer services and secretarial services subject to the agreement of the Dean/Vice-President, as appropriate, until suitable alternative employment is secured or for three (3) years in the case of a Member on probationary appointment or for five (5) years in the case of a tenured or continuing Member if suitable alternative employment has not been secured.

- 33.14 A Member who has been laid off and who has been recalled, shall repay within eighteen (18) months of recall any portion of the compensation specified in Clause 33.13 which exceeds what the salary would have been had the Member continued to occupy his/her former position.
- 33.15 The President may recommend to the Board that non-academic priorities of the University be changed. If the Board accepts this recommendation, and if it will affect the employment of a Member, this shall not constitute a program redundancy as defined in Clause 33.02 and 33.03. The Member(s) whose employment shall be affected by this Clause shall have the options identified in Clause 33.09(1) - (6).
- 33.16 The transfer of Members pursuant to Clause 33.15 shall be subject to the provisions of Clause 33.10 and 33.11.
- 33.17 Pursuant to Clause 33.15, a Member who has been offered transfer(s) but does not wish to accept the offer(s) shall be laid-off. If there is a grievance associated with the offer(s) of transfer, the grievance shall be initiated within twenty (20) **Working Days** of the offer(s).
- 33.18 All Members who are on tenured or continuing appointment, or probationary appointment, and who accept voluntary separation or are laid-off pursuant to Clause 33.15 shall have the rights as set out in Clause 33.13.
- 33.19 A Member who has been laid off and who has been recalled, shall repay within eighteen (18) months of recall any portion of the compensation specified in Clause 33.13 which exceeds what the salary would have been had the Member continued to occupy his/her former position.
- 33.20 All grievances submitted under the terms of this Article shall be submitted at Step III.
- 33.21 Lay-off shall not be treated, described, or recorded as dismissal for cause.

#### **ARTICLE 34: FINANCIAL EXIGENCY**

##### **34.01      Financial Exigency**

The term financial exigency denotes a condition when substantial and recurring financial deficits have occurred or, on the basis of generally accepted accounting principles, are projected for at least two (2) years, and which affect the total University budget and which place the solvency of the University as a whole in serious jeopardy.

34.02      In the event that the Board considers that a financial exigency exists, within the meaning of Clause 34.01, it may give notice of such belief. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments may be made in the academic, administrative or support staff complements, except those which are required to perform those functions essential to the ongoing operation of the University or those deriving from unanticipated designated revenue. 'New appointment' in this context does not include the conversion of a probationary appointment to an appointment without term or the renewal of term appointment.

34.03      Within five (5) **Working Days** of giving notice of its belief that a financial exigency exists, the Board shall forward to the Association all financial documentation relevant to the alleged state of financial exigency, and shall make a copy available in the Financial Services Office during normal business hours for the use of Members. The Association shall have the right to receive from the Board any additional information that it deems relevant to the financial exigency.

34.04      Within fifteen (15) **Working Days** of the notice specified in Clause 34.02, the Parties shall establish a Financial Commission which will consider the declaration of a financial exigency and either:

- (1)      confirm it (under whatever conditions it chooses to impose); or
- (2)      reject it.

34.05      (1)      The Financial Commission shall have three (3) members. Each Party shall inform the other of the name and address of its appointee to the Commission. Within twenty (20) **Working Days** of the notice specified in Clause 34.02, the nominees shall confer and name a chair. Failure of the nominees to agree on a chair within the twenty (20) **Working Day** time period shall result in appointment of a chair by the Minister of Labour. No person shall be appointed to the Commission whose official position may include responsibility for the University's finances, at any level, or who are members of the University administration, members of the Board, Members of the bargaining unit, members of the Council on Post-Secondary Education, members of the non-judicial Manitoba Civil Service, and members of the Manitoba Legislature.

(2)      The cost of the Financial Commission shall be borne by the Board.

34.06      The Parties agree that the Financial Commission shall have jurisdiction to order production of all documents that it deems relevant. Such documents are to be confidential to the Commission and will not be copied or shared without the express written approval of the Board. The requirements of *FIPPA* and *PHIA* shall be respected. The Financial Commission shall begin its deliberations within twenty (20) **Working Days** of the date of selection of the appointees. The Financial Commission shall establish its own procedures.

34.07 The task of the Financial Commission shall be to determine whether there is a bona fide financial exigency and the dollar amount of the exigency. The quantum found by the Commission shall be binding on the Board.

34.08 The Financial Commission shall consider all submissions on the University's financial condition. *Inter alia*, it shall consider:

- (1) whether the lay-off of Members is a reasonable type of cost-saving, in view of the University's academic goals and financial options;
- (2) whether all reasonable means of achieving cost-saving in all areas of the University budget have been explored and implemented, short of the lay-off of Members;
- (3) whether all reasonable means of improving the University's revenue position (e.g. borrowing, deficit financing, the sale of real property not essential to the academic function) have been explored and implemented;
- (4) whether assured further assistance from the provincial government is available and, if so, has been taken into account;
- (4) whether any proposed reduction in the academic staff complement is consistent with enrollment projections;
- (5) whether all means of reducing the academic staff complement, such as early retirement, voluntary resignation, voluntary transfer to reduced time status and redeployment, etc., have been explored and implemented; and
- (6) whatever other matters it considers relevant.

The Financial Commission is required to inquire into and answer each of (1) through (5) above, as well as any other specific questions developed under (6) above. The Commission may consult, in the strictest of confidence, with any person or group of persons from inside or outside the University, and may consult with any University Department/Program.

34.09 The Financial Commission will be expected to hand down its Report within forty (40) **Working Days** of the beginning of its hearing. If the Commission finds that a state of financial exigency does not exist, no lay-off of Members shall take place.

If the Commission finds that a state of financial exigency does not exist, its Report shall specify the reasons for its finding and shall suggest additional and/or alternate ways in which the Board may resolve the financial difficulties.

If the Commission finds that a financial exigency does exist, its Report shall recommend the amount of reduction required, if any, in the budgetary allocations to salary and benefits for Members (and the number of Members that may be laid-off in order to effect such a reduction). Any recommended reduction in the budgetary allocations for Members' salaries and benefits may be accompanied by recommendations about further exploration of alternative cost-saving measures by the Board. A copy of the Report shall be sent simultaneously to the Board and the Association.

Within five (5) **Working Days** of receipt of the Report of the Financial Commission, the Parties shall meet and confer with respect to its implications.

- 34.10 The Board shall consider the recommendations of the Commission and shall decide the manner in which it will act to alleviate the financial exigency. If the Board decides that it is necessary to lay-off Members it shall, in concert with significant cuts in other parts of the University budget, ask the Senate to set the academic priorities within which faculty reductions are to take place pursuant to Clauses 34.12 and 34.13. The decision of the Board shall be taken and written notice sent to the Association and Senate within ten (10) **Working Days** of receipt of the Financial Commission's Report. The written notice shall include how many Members are to be laid-off, but in no event will the number of Members to be laid-off exceed the number specified by the Commission. Senate shall provide the Board with its recommendations within fifteen (15) **Working Days** of receipt of the Board's notice. The Board shall be bound by the academic priorities set by Senate (but shall not be required to implement the recommendations) and may take appropriate steps to alleviate the emergency to the quantum found by the Commission.
- 34.11 Lay-off
- If a state of financial exigency has been declared and confirmed pursuant to the procedure in this Article, and efforts to alleviate the financial crisis by effecting economies throughout the University and actions towards generating additional revenue have been undertaken, Members may be laid off.
- 34.12 (1) Preliminary discussions that designate the areas of the contraction of academic position in the bargaining unit shall take place in an Exigency Review Committee (ERC), which shall be established within five (5) **Working Days** of the receipt of Senate's recommendations and consist of the following members only: the Vice-President (Academic), the Deans, the Chairs/Directors of Departments/Programs in that Faculty, and the Dean of the Library. The Vice-President (Academic) shall serve as Chair.
- (2) The Vice-President (Academic) shall present to the Exigency Review Committee the Board's decision and the Report of the Financial Commission. The ERC shall recommend the Department(s)/Program(s) in which the necessary contraction of positions can be made with the least damage to the academic program. The ERC shall forward its recommendation to the Senate, within forty (40) **Working Days** of its establishment. The Dean/ Director may forward their own recommendations to Senate. The ERC shall remain in existence, and retain its jurisdiction to recommend position contractions for as long as the financial exigency exists. The Committee shall be disbanded when the Board declares that the period of financial exigency has ended.
- (3) Within ten (10) **Working Days** of receipt of the report of the ERC, the Senate shall consider the recommendations of the Dean/Director(s), and the Exigency Review Committee, and shall designate the Department(s)/Program(s) in which the contraction of positions shall occur.
- 34.13 Within Departments/Programs which have been identified, pursuant to the procedures outlined in this Article, the criteria for the lay-off of Members shall be, in order of priority, firstly, the academic needs and priorities of the University as determined by Senate, pursuant to Clauses 34.10 and 34.12(3) and second, seniority within the bargaining unit.
- 34.14 For each Department/Program affected by the lay-off decision a Staff Lay-off Committee shall be established within ten (10) **Working Days** of the Senate designation identified in



Clause 34.12(3). The Staff Lay-off Committee will be composed as follows:

- (1) For lay-offs in Departments/Program in any of Faculties:
  - (a) The Dean of the affected Faculty, or his/her designate, as chair.
  - (b) The Chair/Director of the Department/Program.
  - (c) One (1) representative for every three (3) members of the Department/Program or fraction thereof, to a maximum of three (3), and an equal number of alternates, elected by the Department by secret ballot. These elected representatives may be Members of the Department or Members of another Department.
  - (d) Two (2) representatives from other Departments/Program named by the appropriate Dean.
  - (e) Two (2) representatives from other Departments/Program named by the Department/Program concerned, elected by secret ballot.
- (2) For Academic Units:
  - (a) The appropriate Vice-President, or his/her designate, as chair.
  - (b) The Dean of the Library, or the Director of Recreation and Athletic Services, as appropriate.
  - (c) One (1) representative for every three (3) Librarian Members, or every three (3) Counsellor Members, or every three (3) Coach Members, as appropriate, to a maximum of three (3) and an equal number of alternates, elected by the professional Unit by secret ballot. These elected representatives may be Members of the professional Unit or Members of another Unit.
  - (d) Two (2) representatives from other Departments/Programs named by the appropriate Vice-President.
  - (e) Two (2) representatives from other Departments/Programs named by the Unit concerned, elected by secret ballot.
- (3) For purposes of this Article only, Head shall be defined as the Chair of a Department in any Faculty or Director of a Program/ Dean of the Library, as appropriate.
- (4) The Staff Lay-off Committee shall require the Head of the Department/Program in question to recommend according to the criteria in Clause 34.13, the Member(s) of the Department/Program to be laid-off. The Head shall make his/her recommendation, in writing, to the Committee and the individual(s) recommended for lay-off. If any member of the Committee is recommended by the Head to be laid-off, he/she shall withdraw from the Committee and be replaced by an alternate.
- (5) A Member recommended for lay-off shall have the right to appear before the Committee on adequate notice, the right to receive full information including written notice of the reasons for selection, and the right to make presentation to the

Committee, with the option of representation. The Committee shall keep minutes of its proceedings which will be confidential in nature, and it shall meet *in camera*.

- 34.15 After considering the report of the Head of the Department/Program and any presentations from affected Members, the Staff Lay-off Committee shall make its own recommendations as to lay-offs. The Committee must keep in mind the criteria indicated in Clause 34.13. The Committee's recommendations, and its reasons for them, shall be reported, in writing, to the President, within twenty (20) **Working Days** of its establishment.
- 34.16 The President shall write to each Member designated for lay-off pursuant to Clause 34.13 indicating the intention to recommend to the Board that the Member be laid off, the criteria used, and stating that the lay-off is for reason of financial exigency pursuant to this Article. The President's letter shall be delivered to the Member by registered mail with receipted delivery. A copy shall be sent to the Association.
- 34.17 The President shall give, by registered mail or internally receipted mail to the Member, with a copy to the Association written notice of lay-off:
- (1) for Members on probationary appointments or on tenured or continuing appointments, not less than ten (10) months prior to the effective day of lay-off.
  - (2) for all other Members, not less than four (4) months prior to the effective day of lay-off.
- 34.18 A Member so selected and notified for lay-off pursuant to this Article shall have recourse to the grievance and arbitration procedures pursuant to Article 32, and may grieve his/her selection on the grounds of bias or procedural error, as well as on the grounds that the criteria for lay-off have been applied in a manner that is discriminatory or is in bad faith.
- 34.19 Prior to implementing any lay-off pursuant to this Article, the Board shall offer to the Member concerned any available alternate position elsewhere in the University subject to the provisions of any applicable collective agreement or University policy. If the position is in the bargaining unit, the Member shall retain all rights, privileges and benefits specified in this Agreement not inconsistent with the taking up of the new position.
- 34.20 A laid-off Member shall receive written notice of all vacancies in academic and administrative positions in the University, such notice to be mailed to the Member's last known address. A laid-off Member may apply for any vacant position.
- 34.21 A laid-off Member shall have the right of first refusal for four (4) years following the date of lay-off for:
- (1) any vacancy in his/her discipline unless the Board can demonstrate to a senior academic in the discipline named by the chair of the Manitoba Labour Board that the position is so specialized that it cannot be filled by the candidate.
  - (2) any other academic or administrative vacancy in the University for which he/she is, or can reasonably become, qualified subject to the provisions of any applicable collective agreement or University policy.
- 34.22 Except pursuant to Clause 34.02, the Board shall not create any new administrative positions as long as any laid-off Member is eligible for recall under this Article. Moreover,

while the Board is entitled to fill existing administrative vacancies, it may do so only after it has been established that those Members with recall rights do not have the necessary qualifications or cannot reasonably be retrained for the administrative positions. The Board has the responsibility to demonstrate that the Member is not and cannot reasonably become qualified.

- 34.23 The order of right to be recalled shall be the reverse of the order of lay-off, pursuant to Clause 34.13. Among those laid-off at the same time, the order of selection shall be pursuant to Clause 34.13.
- 34.24 A laid-off Member shall have one (1) month in which to accept an offer of re-employment and shall have up to six (6) months or to the end of the next academic session, whichever is sooner, to terminate other employment in order to take up such a position.
- 34.25 For individuals who have been laid off, recall status specified in this Article shall terminate:
- (1) upon retirement to pension; or,
  - (2) when the laid-off Member indicates, in writing, to the University that he/she no longer wishes to be considered for recall; or,
  - (3) when the laid-off Member has been offered and has refused, a position in his/her Department/Program.
- 34.26 A laid-off Member with recall status who is offered, and who accepts, a position other than the one for which he/she has the right of first refusal under Clause 34.21, retains this right of first refusal subject to the terms of this Article.
- 34.27 A laid-off Member with recall status shall enjoy full access to the University Library free of charge and, if available, to office space, laboratory space, computer services and secretarial services. Access to University facilities other than as already specified shall be at the discretion of the Board. Requests for access shall not be unreasonably withheld. These rights shall terminate at the termination of the laid-off Member's recall period.
- 34.28 A laid-off Member shall retain seniority, tenure or continuing appointment and academic rank rights while laid off and after accepting re-appointment at the University. The salary of a Member who has been recalled to a bargaining unit position in his/her discipline shall consist of his/her salary at the time of lay-off and all standard scale increases to which he/she would have been entitled if lay-off had not occurred.
- 34.29 Credit, if any, for experience gained during the recall period shall be granted by the Board upon recommendations resulting from the assessment procedures pursuant to Article 23.
- 34.30 A Member who has been laid off and who has been recalled, shall repay within eighteen (18) months of recall any portion of the compensation specified in Clauses 34.31 or 34.32, as appropriate, which exceeds what the salary would have been had the Member continued to occupy his/her former position.
- 34.31 Severance Compensation

Those Members covered under Clause 34.17(a) who are laid-off shall receive all of:

- (1) notice as specified in Clause 34.17(a); and,

- (2) a sum equal to twelve (12) months' salary for those Members with twelve (12) and less years of seniority. One (1) additional month's salary for each additional year of seniority up to a maximum of fifteen (15) months' salary.
- 34.32 Those Members covered under Clause 34.17(2) who are laid-off, shall receive all of:
- (1) notice as specified in Clause 34.17(2); and,
- (2) a sum equal to one (1) month's salary for each year of full-time service, to a maximum of six (6) months' salary.
- 34.33 In addition to other severance compensations and lay-off rights, a Member may elect to receive deferred research/study leaves in accordance with Clause 26.07(2), in the form of a paid leave commencing on the date of lay-off. A Member electing this option shall have all the rights and protection that this Article provides for laid-off Members.
- 34.34 Each laid-off Member shall 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.
- 34.35 Lay-off shall not be treated, described, or recorded as dismissal for cause.
- 34.36 All grievances submitted under the terms of this Article shall be processed at Step III.

**ARTICLE 35: EMPLOYMENT EQUITY**

- 35.01 The Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training and promotion of equity-seeking groups as defined by legislation, including women, aboriginal peoples, persons with disabilities and visible minorities. Such cooperation will emphasize increasing the number of designated group members, improving their employment status, and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote the full participation of members of these designated target groups during their employment. Amendments to the Collective Agreement may be made if necessary; however any amendment is subject to the mutual agreement of the Parties.
- 35.02 The Employer is responsible for the development and implementation of effective and progressive employment equity policies, programs and processes through and with the University of Winnipeg Employment Equity Advisory Committee (EEAC) as follows:
- (1) development and periodic review of a University policy on Employment Equity;
- (2) development and implementation of an ongoing communications program designed to educate the University community;
- (3) a complete employment systems review, including the examination of current practices regarding recruitment, position requirements, selection processes and criteria, Collective Agreement terms and conditions of employment, professional

development opportunities, salary and benefit plans;

- (4) development of applicant tracking systems and a system to record and store the information;
- (5) development of systems to record and maintain employee data;
- (6) development, promotion, implementation and maintenance of a self-identification survey document;
- (7) external workforce data acquisition and analysis;
- (8) establishment of employment equity goals for hiring, training and promotion;
- (9) establishment of a work plan to achieve employment equity goals;
- (10) adoption of special measures to ensure achievement of goals;
- (11) establishment of a climate favourable to ensure the successful integration of equity-seeking group members; and
- (12) adoption of monitoring procedures to review progress and results.

35.03      Labour Management Sub-Committee on Employment Equity (LMSCEE)

- (1) The Labour Management Sub-Committee on Employment Equity shall be composed of a maximum of seven (7) members. Two (2) shall be delegates from the Labour Management Committee (one (1) Administrator and one (1) UWFA representative). The UWFA President shall establish a process to appoint five (5) members from the various Faculties, in consultation with the Labour Management Sub-Committee representatives. The Vice-President (Human Resources) may serve as an *ex officio* member. The Sub-Committee will select two (2) of its members to serve on the EEAC and will be responsible for providing reports and making recommendations.
- (2) The President of the Association and the Vice-President (Human Resources) shall consult in order to ensure that the LMSCEE:
  - (a) has appropriate representation across the Faculties/Units;
  - (b) has appropriate representation by gender and by equity-seeking groups.
- (3) The LMSCEE shall have the following responsibilities:
  - (a) implement an ongoing education program within the Department/Faculty/Unit in consultation with the EEAC;
  - (b) implement specific components of the Employment Equity Program as determined through the University's policy on Employment Equity established by the EEAC, pursuant to 35.02 (3), (8), (9) and (12), within the Departments/Faculties/Units;
  - (c) monitor and provide reports to the EEAC on the progress toward the

establishment and achievement of employment equity goals within the Departments/Faculties/Units;

- (d) provide advice and assistance from an Employment Equity perspective to the Chair/Director, the DPC, the appropriate Dean/Administrator and the Vice-President (Academic) with respect to appointments made under Article 23.

35.04 (1) In order to implement an effective Employment Equity Program, the **Human Rights and Diversity Officer** shall ensure that each Department/Unit has at least one (1) Member trained as an Employment Equity Consultant. Alternatively, an Employment Equity Consultant shall be assigned to a Department/Unit from a roster maintained by the **Human Rights and Diversity Officer**. Employment Equity Consultants shall be appointed to a maximum three (3) year initial term, at which time they may elect to serve a second three (3) year term.

(2) The Employment Equity Consultant shall have the ability to consult as necessary with the **Human Rights and Diversity Officer**. The responsibility of the Employment Equity Consultant shall be to assess the fairness of the procedures and correspondence of the outcomes with the Department/Unit's equity goals and timelines.

(a) To this end, the Employment Equity Consultant shall not serve on the DPC but shall participate as a non-voting member at all meetings of the DPC/Search Committee in the appointments process described in Article 23. He/she shall provide advice to the Committee on the process with respect to employment equity and in particular shall make recommendations to the DPC/Search Committee regarding the position description, the advertising of the employment opportunity, the selection criteria, and the interview questions to support the University's equity goals.

(b) The Employment Equity Consultant shall attach to the DPC's appointment recommendation, a certified statement as to whether or not the DPC's appointments process and procedures have been conducted in accordance with the University's Employment Equity program, and whether or not the appointment is consistent with the Department/Unit's and the University's goals.

(3) In the event that the University and/or Department/Unit's employment equity practices have not been adequately or appropriately applied, the appropriate Dean/Administrator may require the DPC to provide further information and/or to review its recommendation prior to submission to the Vice-President (Academic).

35.05 In the event that the Employment Equity Consultant, LMSCEE and/or the **Human Rights and Diversity Officer** report a Department/Unit's procedures to be unfair and inconsistent with the Department/Unit's employment equity goals, at any stage of the process, then the appropriate Dean/Administrator (including the Vice-President (Academic)) may intervene.

## **ARTICLE 36** **PRIVACY**

36.01 Members have the right to a reasonable expectation of privacy in the workplace with respect to Members' rights and responsibilities arising under the Agreement. The Employer and the Association and its Members acknowledge that the University is subject to the application of the Manitoba *Freedom of Information and Protection of*

*Privacy Act* (FIPPA). C.C.S.M. c. 175. Without derogating from the principle of institutional responsibility and the Association's duty of fair representation, the Association and its Members shall take all proper and reasonable steps with respect to information under either Party's and/or Members' care and/or control to meet obligations under this *Act*.

- 36.02 The Parties agree to safeguard the privacy of information, whether on paper or in electronic form, that is related to academic research and professional activities.
- 36.03 The Employer shall not inspect a Member's paper files, or engage in electronic monitoring or other scrutiny of any mass storage device(s) of a Member's computer(s) or Internet or e-mail usage in a manner that in any way divulges, either to the Employer or a third party, the contents of the files in any form or the electronic mail communications of Members or details of Internet usage patterns. On reasonable grounds the Employer may inspect files in order to guard against illegal activities, to meet concerns about liability, to comply with the law or an order of a court, to conduct investigations in accordance with the provisions of this Agreement, to protect the security or health of individuals or to assess volume of usage. Where reasonable and possible, notice of such inspection will be given to the Member in advance.

**ARTICLE 37: CONFLICT OF INTEREST**

- 37.01 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 Article 4.
- 37.02 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.
- 37.03 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.
- 37.04 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.
- 37.05 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. Department Chair, committee chair, Dean) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.
- 37.06 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.

37.07 This article in no way derogates from any remediation proposed under the ***University of Winnipeg Conflict of Interest Policy***.

**ARTICLE 38**    **DURATION AND CONTINUANCE**

This Agreement shall commence **April 1, 2013** and terminate **March 26, 2016**. Either Party may give notice to renew or revise the Collective Agreement by giving written notice together with the particulars relating thereto. Such notice in writing shall be not less than sixty (60) days and not more than ninety (90) days preceding the termination date of the Collective Agreement and shall provide the particulars relating thereto.



**SIGNED AT WINNIPEG**

**This 29 day of the month of August, 2014**

**For the BOARD OF REGENTS OF THE  
UNIVERSITY OF WINNIPEG**

**"Brenda Keyser"**

\_\_\_\_\_  
**Chair, Board of Regents**

**"Annette Trimbee"**

\_\_\_\_\_  
**President**

**"Laurel Repski"**

\_\_\_\_\_  
**Chief Negotiator**

**"James Currie"**

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

**"John Anchan"**

\_\_\_\_\_  
**John Anchan**

**"Eve Finnbogason"**

\_\_\_\_\_  
**Eve Finnbogason**

**"Shelley Mangiacotti"**

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

**For the UNIVERSITY OF WINNIPEG  
FACULTY ASSOCIATION**

**"Hugh Grant"**

\_\_\_\_\_  
**President**

**"Ed Byard"**

\_\_\_\_\_  
**Chief Negotiator**

**"Richard Jochelson"**

\_\_\_\_\_  
**Richard Jochenson**

**"Lisa McGifford"**

\_\_\_\_\_  
**Lisa McGifford**

**"Manish Pandey"**

\_\_\_\_\_  
**Manish Pandey**

**"Marissa Dudych"**

\_\_\_\_\_  
**Marissa Dudych**

**LETTER of AGREEMENT:**

**ADJUNCT APPOINTEES**

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**LETTER OF AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WINNIPEG (the “Employer”)**

**- and -**

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION**

**RE: ADJUNCT APPOINTEES**

The Parties agree that the contributions made by adjunct appointees do not constitute work or services under the Agreement.

The University agrees to post a list of adjunct appointees on the University website on an annual basis during the Fall Term, with notification to the Association of the posting.

**DATED this 7<sup>th</sup> day of January, 2014**

**For The University of Winnipeg**

**For The University of Winnipeg Faculty  
Association**

**“Laurel Repski”**

**“Ed Byard”**

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**Chief Negotiator**

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**Chief Negotiator**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WINNIPEG (the “Employer”)**

**- and -**

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION**

**RE: REVIEW COMMITTEE**

The Parties agree to strike a committee consisting of appropriate members from the Employer and the UWFA to investigate and prepare a non-binding report assessing the compensation structure for the ranks of Librarian, Instructor and Coach. The results and recommendations of this report shall have no compensation impact during the life of this Agreement.

The Parties further agree that this committee will review the rationale for appointment at the ranks of Instructor II and Instructor III and include recommendations in this report.

**DATED this 28th\_ day of March, 2014**

**For The University of Winnipeg**

**For The University of Winnipeg Faculty  
Association**

**“Laurel Repski”**

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**“Lisa McGifford”**

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## **LETTER OF AGREEMENT**

between

**THE UNIVERSITY OF WINNIPEG**

- and -

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION**

### **RE: AMENDMENTS TO PROMOTION & TENURE PROCEDURES**

**Whereas: The Parties wish to amend the procedures governing promotion and tenure/continuing appointment in the Agreement; and**

**Whereas: The Parties do not wish to delay the conclusion of the Agreement on all other outstanding issues; and**

**Whereas: The Parties have agreed on the basic principles on which such amendments shall be negotiated;**

**Now Therefore the Parties agree as follows:**

- 1. The preparation of the necessary collective agreement language required to implement the principles will commence as soon as possible, and shall be completed by May 31, 2014. The Parties acknowledge that consultations with their respective principals will be necessary in order to ensure that this major change is developed and implemented correctly and effectively, and that sufficient time is provided to properly communicate this change to both Members of the bargaining unit and the Administration. They will also negotiate transitional provisions to ensure that any amendments are introduced in a way that provides adequate notice to all those affected by the new provisions. Given the significant nature of the anticipated changes for Members and from an administrative perspective, the parties acknowledge that the earliest such changes would take effect would be the 2015-16 Academic Year.**
- 2. Changes to the procedures will not diminish academic standards. The standards for tenure and promotion need to be clear, consistent and properly communicated to Members. The Dean shall consult with Chairs and DPC chairs (who shall be given the opportunity to provide written submissions), and with the Vice-President (Academic). Following these consultations, the Dean shall then set criteria, including the relative importance of teaching, research and service, for promotion, tenure, and continuing appointment within the Faculty. These criteria shall be consistent with the Agreement and shall not specify a minimum number of required publications, the names of specific journals, or amounts and names of specific sources of research funding.**
- 3. The criteria established by the Dean shall be reviewed every five (5) years, and the Dean shall consult Chairs, DPC chairs and the Vice-President (Academic) in determining what changes, if any, should be made.**
- 4. The criteria established by the Dean shall be posted on the University's website and provided to all new Members. In the event that these criteria are changed within a specified**

period of time before a Member applies for tenure and/or promotion, the Member can elect whether the old or new standards shall be used.

5. External references will be required for all Faculty Members' applications for tenure and/or promotion. The applicant shall provide a list of five (5) names and the Dean in consultation with the Chair shall select three (3) external referees. The current process set out in the Agreement for selecting alternate referees shall remain. The standard letter to external referees set out in Appendix 1 to the Agreement shall be reviewed and revised.

6. For continuing appointment, tenure and/or promotion applications, the DPC and the FTPC shall be replaced by a single Faculty-level committee chaired by the Dean (non-voting), comprised of: the applicant's Chair (non-voting), two Faculty Members appointed by the Dean as nucleus members normally from the Dean's Faculty, three Members of the applicant's Department (or where necessary, a closely related discipline). Normally, the Dean in consultation with the Chair shall select the committee members from the applicant's Department from a list of 5 names provided by the DPC. In formulating the list, the DPC shall have due regard to the applications coming forward that year from the Department and take into account appropriate ranks, expertise and potential conflicts of interest and reasonable apprehension of bias. For applications for tenure/ promotion to Associate Professor, committee members must hold tenure. For promotion to Full Professor, members must be tenured and at least one (1) Full Professor shall be on the committee. When an Instructor is an applicant, the committee shall be augmented by an Instructor who holds continuing appointment (if an Instructor is not already a committee member) for consideration of the Instructor application(s).

7. The nucleus members shall normally serve for a period of two (2) years, and shall not serve concurrent terms.

8. The Dean shall be responsible for ensuring that the process is fair, with particular regard to conflicts of interest and circumstances that could create a reasonable apprehension of bias for the applicant. The Dean shall have the authority and responsibility to replace a committee member for consideration of any application where there is a conflict of interest or reasonable apprehension of bias.

9. Each academic year, Deans, Chairs and committee members shall receive training on collective agreement procedures as well as relevant administrative law principles. UWFA shall be invited to participate in these sessions.

10. The applicant shall provide the committee with whatever information he/she or the committee deems necessary to justify his/her being granted tenure and/or promotion. For information, the Dean shall provide the committee with the qualitative and/or quantitative measurements in the three areas of evaluation developed by the DPC or the applicant's Department for the purpose of annual evaluations pursuant to Article 14.19(2) of the Agreement. Voting shall be by secret ballot with no abstentions allowed. The Dean shall designate one of the nucleus members prepare a written summary of the results of the vote, reasons for the committee's recommendation and any dissenting opinion(s), which the Dean shall review and sign. A copy shall be provided to the applicant, who will have an opportunity to comment on it. The applicant shall be offered the opportunity to appear before the committee and shall have the option of being accompanied by another Member.

11. The Dean, the Chair, and the Unnamed Committee shall each provide separate recommendations on all applications, copies of which shall be provided to the applicant by the Dean in advance of providing same to the Vice-President (Academic).

12. The Dean shall forward the Committee's recommendations, the Applicant's comments, the Chair's recommendation, and his/her own recommendation, to the Vice-President (Academic). The Vice-President (Academic) shall review the materials and recommendations and make his/her own recommendation. All materials and recommendations shall be forwarded to the President.

13. The President shall decide whether or not to grant continuing appointment, tenure and/or promotion. The President shall provide reasons therefor when the application is denied. The President's decision shall be communicated to the Member as soon as practicable and no later than May 31.

14. Procedures for smaller Faculties and/or small departments, units without a Chair, continuing appointments and Librarians will be adapted from the new procedures *mutatis mutandis*.

15. DPC's shall continue to conduct annual evaluations of Members. In formulating qualitative and/or quantitative measurements in the three areas of evaluation pursuant to Article 14.19(2) of the Agreement for the purpose of annual evaluations, the DPC and Chair shall have regard to the faculty-wide criteria for promotion and tenure established by the Dean for the Faculty. The Dean shall review the qualitative and/or quantitative criteria proposed by the DPC and Chair to ensure consistency with Faculty criteria. Once approved by the Dean, these criteria of qualitative and/or quantitative measurement may be reviewed by the Chair and DPC every five (5) years.

DATED this 16 day of December, 2013

For The University Of Winnipeg

"Laurel Repski"

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For The University of Winnipeg Faculty Association

"Ed Byard"

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**LETTER OF AGREEMENT  
BETWEEN  
THE UNIVERSITY OF WINNIPEG  
- and -  
THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION**

RE: Librarians' Committee

1. There shall be a Librarians' Committee composed of all Librarian Members and the Dean of the Library, as an ex-officio member.
2. The members of the Committee will elect a chair from among the Librarian Members holding permanent appointment at the first meeting of the Committee in the Fall Term. The chair's term shall be for one (1) year. No chair shall serve for more than three (3) consecutive terms.
3. The principal duties of the Committee, which shall establish its own rules of procedure, shall be to act as a consultative body with reference to:
  - (a) long term planning for the Library;
  - (b) development and/or change of policies related to the Library;
  - (c) evaluation and improvement of the organization and delivery of Library services, including introduction of new services;
  - (d) establishment and periodic review of workload guidelines for the assignment and scheduling of Librarian Members' duties and responsibilities;
  - (e) implications for the Library of developments in the field of library and information science, including those conveyed in reports from professional conferences and workshops, and
  - (f) other matters relevant to the Library, as determined by the Committee's members
4. The chair shall be responsible to call and preside over meetings of the committee, at least eight (8) times per year.

FOR THE  
UNIVERSITY OF WINNIPEG

FOR THE  
UNIVERSITY OF WINNIPEG FACULTY  
ASSOCIATION

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## LETTER OF UNDERSTANDING

### BETWEEN

THE UNIVERSITY OF WINNIPEG (the Employer)  
- and -  
THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(MAIN UNIT: MLB-6362) (the UWFA)

#### RE: Guidelines for Ten (10) month Term Appointments

The Parties agree that ten (10) month term appointments may be made in exceptional circumstances, which shall include:

1. an unexpected death, resignation, or other absence of a Member where it is not possible to recruit a replacement in the normal recruitment cycle; and
2. a maternity or parental leave; and
3. other leaves of absence such as sick leave that are anticipated to last for less than twelve months; and
4. appointments where the teaching load requirements of the term appointment will be met in the Fall and Winter terms only. For such appointments the Employer will provide UWFA with the details of the Member's teaching load and the reasons for it. . In the unanticipated circumstance where a Member on a 10 month term appointment subsequently teaches the same or a similar course in the same Department in the Spring/**Summer** term the Member shall have his or her appointment extended to twelve (12) months.

The Parties further agree that in other exceptional circumstances not contemplated above, a ten (10) month term appointment may be made with the consent of UWFA, which consent shall not unreasonably be withheld.

Clauses 23.24 and 23.25 shall apply to ten (10)-month term appointments.

The number of ten (10) month term appointments in any Academic Year shall not exceed fifty percent (50%) of all term appointments for that year.

The normal teaching workload for a Member on a ten-month term appointment shall not exceed 3.0 FCE for Members appointed at a Faculty rank and 3.5 FCE for Members appointed as Instructors and shall be determined by the Dean.

FOR THE  
UNIVERSITY OF WINNIPEG

FOR THE  
UNIVERSITY OF WINNIPEG FACULTY  
ASSOCIATION



## LETTER OF UNDERSTANDING

### THE UNIVERSITY OF WINNIPEG

- and -

### THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION

RE: Conversion of Instructor III to Associate Professor

The parties agree as follows:

- (1) Members holding a continuing appointment at the rank of Instructor III shall be entitled for conversion of their appointment to the rank of Associate Professor if the Member:
  - (a) is a member of the academic/counselling staff; and
  - (b) holds a doctorate or the degree normally considered to be terminal in his/her discipline, except that research or other scholarly work which is available for peer review and which represents a contribution to the Member's discipline or profession shall be reviewed and if comparable shall compensate for lesser degree qualifications; and
  - (c) has provided evidence of satisfactory performance of his/her teaching/professional responsibilities which may include but not necessarily be limited to peer evaluations and Teaching Portfolio; and
  - (d) has an established research record at the time of his/her application for conversion; and
  - (e) has served six (6) years (including the year of application) as an Instructor III at the University, or credited years in rank pursuant to Clause 23.12(6), or an equivalent combination of these two.
- (2) Notwithstanding the above, a Member may apply for conversion to Associate Professor at any time, and may be granted conversion at any point in his/her years of service in the rank of Instructor III should his/her contribution in the areas of research and scholarly activity, teaching, and administrative service be deemed by the DPC, FTPC and the appropriate University officials to be of a level of distinction suitable for early conversion to the rank of Associate Professor. Factors which shall be considered in determining suitability of an Instructor III for conversion to Associate Professor shall be the same as those identified in Article **24.12**
- (3) Instructor III Members who have met the criteria for conversion to Associate Professor shall receive a probationary appointment of up to five years in duration as Associate Professor. The Member may apply for tenure in **any** year of the probationary appointment under the terms and conditions outlined in Article 24.
- (4) In the event that a tenured appointment is not granted, the Member shall resume

his/her previous continuing appointment at the rank of Instructor III.

DATED this 10th day of **January, 2014**

FOR THE EMPLOYER

FOR THE UNIVERSITY OF WINNIPEG  
FACULTY ASSOCIATION

**"Laurel Repski"**

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**Chief Negotiator**

**"Ed Byard"**

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**Chief Negotiator**

## **APPENDIX 1**

### **The University of Winnipeg Workload Policy**

#### **1. Preamble**

The University of Winnipeg values and supports the creation and dissemination of knowledge through the activities of its academic staff in research (encompassing scholarship and creative work), and teaching, and recognize that each of these two activities informs the other. It is also committed to the principle of institutional autonomy, and to the engagement of all members of the university community in self-governance, through service on the University's governing bodies, the Association, and through engagement in the planning and operational processes of the institution. The normal workload of academic staff shall include, in varying proportions, those elements (teaching; research, scholarly/creative activities; service to the University). The University also recognizes that circumstances and career paths may vary; thus the workload assigned to an individual Member may differ from the normal requirements.

#### **2. Normal Teaching Load**

- 2.1 The normal teaching load for all probationary and tenured Faculty Members shall not exceed 2.5 Full Course Equivalents (FCE) or 15 course credit hours (cc) during an academic year.
- 2.2 The normal teaching load for all Instructor Members shall not exceed 3 FCE or 18 cc. For the purpose of calculation, 2 hours of laboratory instruction shall be treated as equivalent to 1 hour of lecturing.
- 2.3 The workload associated with the duties of a CRC shall be determined by the appropriate Faculty Dean with reference to the guidelines of the Canada Research Chair program.
- 2.4 Where other Members are assigned teaching duties, their overall workload shall be fair and reasonable.
- 2.5 No Faculty or Instructor Member shall normally teach less than 1 FCE during an academic year. In instances where a Member is entitled to a teaching load of less than 1 FCE during an academic year, he/she may bank the extra release or reach some other mutually agreeable arrangement with his/her Faculty Dean.
- 2.7 The provisions in this policy shall come into effect in the 2009-2010 Academic year.

#### **3. Teaching Load Reductions**

Provisions for normal teaching load notwithstanding, exceptional creative, research and teaching opportunities may occur in any given year for any given Member. In recognition of the need to promote and exploit such opportunities, the Faculty Dean may reduce a Member's workload in any given year in order to allow them to accommodate increased

activity occasioned by such opportunities in any one area of their responsibilities.

Teaching load reductions shall be governed by the provisions outlined in Article 19 of the UWFA (Regular Academic Staff Unit) Collective Agreement.

#### **4. Teaching-Intensive Workload**

Some Faculty Members may choose to engage in less active research programs. In exceptional cases, the Faculty Dean, in consultation with the Chair and the Faculty Member, and based in part on the annual evaluation of the Member, may increase the teaching load of an individual Faculty Member in light of the individual's research/scholarly/creative and service contributions. The reasons for any increase in the normal teaching and the exceptional circumstances shall be communicated in writing to the Faculty Member, and a copy sent to the Association.

In the case of an increase in the normal teaching without the consent of the Member, the individual shall be given reasonable notice in writing of the increase.

A Member with a teaching-intensive workload may, on application to the Faculty Dean, seek that the teaching load be reduced to a normal teaching load by April 1<sup>st</sup> of the academic year in which the workload has been altered, or by April 1<sup>st</sup> of any year thereafter, on the basis of increased research activity.

**STANDARD LETTER**

Dear \_\_\_\_\_:

Thank you for agreeing to act as an appraiser for \_\_\_\_\_ who is applying for (circle the relevant items: *tenure*, *promotion to associate professor*, *promotion to professor*) at The University of Winnipeg. Our university is primarily a liberal arts and science institution offering three and four year undergraduate degrees in arts, sciences and education. Some departments offer an honours program and graduate courses. Faculty members do not have access to graduate research assistants, and access to marking assistants is limited. The student body is culturally diverse and numbers approximately 9,500. The University of Winnipeg has a strong commitment to students and places considerable value on its teaching role.

Like other Canadian Universities, The University of Winnipeg places a substantial value upon the importance for faculty to be engaged in an active research program. The track record amongst our faculty in obtaining external research funding from traditional sources is strong relative to other small undergraduate institutions, but we recognize that many of our faculty are engaged in important unfunded work. Many of our faculty conduct their research using internal and alternate sources of funding.

We place value upon service to our institution. Faculty are required to commit substantial time to committee and administrative work both internal and external to the University.

We expect that our candidates for promotion and tenure will meet the standard for peer review in the context of the duties assumed by faculty at our institution. For your information, I have included a copy of Article 24 or 25 of our Collective Agreement. Copies of \_\_\_\_\_'s curriculum vitae and publications are also enclosed.

The appraisal format is entirely at your discretion. Please direct your comments mainly to \_\_\_\_\_ - \_\_\_\_\_'s research record in the context of workload and the University's administrative expectations. The applicant may be apprised of the content of your communication.

If you have any questions or require any additional material you may contact me at (204) \_\_\_\_ - \_\_\_\_\_. I would ask that you respond within four (4) weeks of receipt of this material (pursuant to Clause **25.06(3)** of the Collective Agreement). Please return the candidate's publications (under separate cover). Thank you for agreeing to help us in this important matter. I look forward to hearing from you.

Sincerely,

Dean of XXXX