

Collective Agreement

Between the

Board of Regents of The University of Winnipeg

and the

University of Winnipeg Faculty Association

April 1, 1997 - March 31, 2001

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ARTICLE 1: DEFINITIONS

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

Academic Terms: the three academic terms are as follows:

- (a) Fall Term ... the period during which courses are scheduled in September to December.
- (b) Winter Term ... the period during which courses are scheduled in January to April.
- (c) Spring Term ... the period during which courses are scheduled in April to July.

Academic Year: The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.

Agreement: The collective agreement negotiated between the Board of Regents and the Faculty Association.

Association: The University of Winnipeg Faculty Association (UWFA or Faculty Association).

Board: The Board of Regents of The University of Winnipeg.

CAUT: The Canadian Association of University Teachers.

Chair: When printed with an initial upper case letter, the Chair of a Department of The University of Winnipeg.

chair: When printed with a lower case letter, the person chairing a committee.

Coordinator: The Coordinator of the Programme in Physical Activity and Sport Studies of The University of Winnipeg.

coordinator: When printed with a lower case letter, a coordinator of an interdisciplinary programme of The University of Winnipeg.

Counsellor: A Member in Counselling Services of The University of Winnipeg with the rank of Lecturer, Assistant Professor, Associate Professor or Professor.

cross appointment: An appointment of a Member to more than one (1) Department/Unit, or some combination thereof at The University of Winnipeg.

Dean: The Dean of a Faculty of The University of Winnipeg.

Department: A Department in a Faculty established within The University of Winnipeg.

designate: A person authorized to act on behalf of an officer of the University, an officer of the Association, a Chair of a Department, or a chair of a committee.

Director: The Director of a Programme or of one of the Services of The University of Winnipeg.

Endowed Chair: A person holding a position for which the subvention arises from an endowment specifically for this purpose such as the Endowed Chair in Mennonite Studies, German-Canadian Studies, the Margaret Laurence Chair in Women's Studies or any other such Endowed Chairs as the University may create.

employee: An employee of The University of Winnipeg who is not a Member of the bargaining unit.

Employer: The Board of Regents of The University of Winnipeg (Where the Board has formally assigned administrative responsibility the Collective Agreement will refer to the individual charged with that responsibility including the President, appropriate Vice-President, Dean/Associate Vice-President (Student Services) and the Director of Human Resources).

Faculty: An academic unit of The University of Winnipeg (e.g., the Faculty of Arts and Science) which is administered by a Dean.

Faculty Member: A Member, excluding Counsellors, with the rank of Lecturer, Assistant Professor, Associate Professor or Professor.

Instructor: A Member with the rank of Instructor I, Instructor II, or Instructor III.

joint appointment: An appointment of a Member holding a position at The University of Winnipeg and another institution.

Librarian: Member with the rank of Librarian I, Librarian II, Librarian III or Librarian IV.

Library Department Head: The Head of a Department or area in the Library of The University of Winnipeg.

Member: When printed with an initial upper case letter, a Member of the bargaining unit.

member: When printed with an initial lower case letter, a member of a committee.

Parties: The Board of Regents of The University of Winnipeg and the University of Winnipeg Faculty Association.

President: The President of The University of Winnipeg.

Programme: The Programme in Physical Activity and Sport Studies or the Bachelor of Education Programme.

salary: The base salary rate paid annually to a Member, excluding any stipend, unless the context requires or specifies otherwise.

Senate: The Senate of The University of Winnipeg.

Services: The Counselling Services, or the Recreation and Athletic Services of The University of Winnipeg.

Spouse: Includes common-law husband/wife.

Stipendiary instructors: non-Members contracted to teach not more than two full course equivalents in any given academic year on a fee per course basis.

Unit: One (1) or any of the Library, Counselling Services, Programme in Physical Activity and Sport Studies, the Bachelor of Education Programme, or the Recreation and Athletic Services of The University of Winnipeg.

University: The University of Winnipeg.

University Librarian: The University Librarian of the Library of The University of Winnipeg.

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

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

ARTICLE 2: PREAMBLE

2.01 The Parties recognize that the purposes and objectives of the University are:

- (a) the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge to be achieved principally through teaching, scholarship and research;
- (b) 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;
- (c) 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;
- (d) the provision of an environment which will support the intellectual, cultural, spiritual and physical development of students;
- (e) the provision of an environment that promotes the full and equal participation of women, aboriginal peoples, persons with disabilities, and visible minority group members in the life of the University as students and/or employees;
- (f) the promotion and execution of the general work of the University in all its branches.

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

3.01 The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members within the bargaining unit as described in Certificate No. MLB 3563 attached to this Agreement and for the Supervisor - Technical Theatre Programme and Production Manager, Department of Theatre and Drama.

ARTICLE 4: JOINT CONSULTATIVE COMMITTEE

4.01 There shall be a Joint Consultative Committee consisting of three (3) persons appointed by the Employer and three (3) Members appointed by the Association.

4.02 The terms of reference of the Committee are to assist the Parties in creating and maintaining harmonious relationships within the University community by providing a forum for discussing issues that may, from time to time, arise between the Parties. These issues may be those arising from interpretations of the Agreement, or those which lie outside the provisions of the current Agreement. Issues discussed by the Parties may become a subject of future negotiations or may result in a Letter of Understanding. However, the Committee shall have no power to bind either Party in the application of the Agreement, nor to change the Agreement in any way.

4.03 Upon request by either Party, the Committee shall meet within five (5) working days or within a mutually agreed time period. An appointee from the requesting Party shall be responsible for preparing and circulating the agenda, notices and minutes of the meeting(s).

4.04 Each Party shall designate from the membership on the Committee, pursuant to Clause 4.01, a chair. They shall alternate from meeting to meeting in presiding over meetings. The chair shall have a vote.

4.05 A quorum shall be four (4) members, provided that at least two (2) members from each Party are present.

4.06 Upon completion of its discussions, the Committee shall report all recommendations and the rationale for such recommendations, in writing, to the President of the University and the President of the Association.

**ARTICLE 5: AMENDMENTS TO THE UNIVERSITY OF WINNIPEG ESTABLISHMENT
REGULATION**

5.01 The Parties agree to arrange for joint consultation on any submission to the Government of Manitoba with respect to Regulation # 563/88R or the proposed University of Winnipeg Act, including amendments to either 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 Regulation # 563/88R or the proposed 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 schools, departments, faculties or programmes, 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 is a fundamental characteristic 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. Academic freedom ensures the freedom to learn without restriction and the freedom to teach subject only to the academic regulations of Senate. Members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom to teach and discuss, freedom to criticize, and 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. It implies a respect for the rights of others, a tolerance of other points of view and a duty to use academic freedom in a responsible manner.

7.03 The Parties agree to strive to uphold and to protect the principles of academic freedom and not to infringe upon or abridge the academic freedom of any Member.

ARTICLE 8: NON DISCRIMINATION

8.01 Except as otherwise provided in this Agreement, or by statute, the Parties agree, that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Member in regard to any terms or conditions of employment by reason of age (except as provided in University Pension, Disability and Group Life Plans), race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, national origin, political or religious affiliation or belief, lay or clerical status (except for the participation of ordained United Church ministers in their compulsory pension plan), sex, sexual orientation, marital status, family relationships (except as provided in Clauses 8.02 and 8.03), physical or psychiatric disability/illness (except where the disability/illness would clearly prevent the carrying out of the required duties), place of residence (except where the place of residence would clearly prevent the carrying out of the required duties), membership or activity in the Association and social and personal lifestyle (except where the lifestyle would clearly prevent the carrying out of the required duties or interfere with the carrying out of the required duties of other University employees).

8.02 No Member and no person acting on behalf of the Employer or the Association shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment which apply particularly to a member of his/her immediate family.

8.03 No Member shall employ, except with the approval of the President or his/her designate, any member of his/her immediate family in any capacity where the position is supported by University administered funds for which the Member has signing authority.

8.04 The Parties to the Collective Agreement declare that they do not condone sexual harassment as defined in the University of Winnipeg Sexual Harassment Policy. Allegations of sexual harassment will be dealt with in accordance with the procedures established by the Board. Nothing in the policy shall preclude or diminish the right of a Member to be advised of his/her rights to representation prior to and during any discussions, meetings, hearings or other process undertaken pursuant to those procedures.

8.05 All Members are governed by the provisions of the University of Winnipeg Conflict of Interest Policy.

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.

9.03 Where a Member seeks to rely on any general existing practice or policy as a term and 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 in so far 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 providing 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 (2.0) full course equivalents provided by the appropriate Dean/Associate Vice-President (Student Services)/Director/University Librarian at the Employer's expense. In consultation with the Department/Unit, the Employer shall arrange for the continuation of essential duties.

10.04 The Employer agrees to arrange for a 1/3 reduction in normal teaching or professional load for four (4) Members named by the Association to provide service to the Association provided that the Association inform the Employer in sufficient time that such arrangement may be made, and provided that the necessary replacements are paid for by the Association. The cost to the Association for replacement of a Member designated by the Association shall not exceed the cost of stipendiary replacement, where such replacement is possible. A Member may be provided one of these four (4) course releases in addition to any other course releases he/she may have in only one year, not in consecutive years.

10.05 Any member of the Association, including the President and Vice-President, have the right to attend open meetings of the Board of Regents and the Senate. If the President or Vice-President of U.W.F.A. wish to address either body they 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 as established by the Association from time to time, shall be deducted by the Employer from the salary of each Member.

10.08 No later than ten (10) working days after such deductions are made, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted, shall be remitted to the Treasurer of the Association. An annual statement of the Association dues which have been deducted from his/her salary during the calendar year shall be provided to each Member on his/her T4 Income Tax slip by February 28 each year.

10.09 The Association shall advise the Controller, 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 the Association receives dues on account of an employee who is not a Member, or, if on account of a Member, in excess of the amount required, the Employer agrees to reimburse or credit the employee, as the case may be, for the amount so received in error by the Association, and shall deduct such amount from the following month's cheque to the Treasurer of the Association. The Employer shall not be held

liable for the wrongful deduction of money for Association dues resulting from an error in the Association's instructions.

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 and continuing appointment, and reappointment, and discretionary salary increases.

10.12 The President of the Association shall inform the President and the Director of Human Resources of the names of Members holding official positions in the Association within five (5) working days of their selection and of other Members selected for responsibilities pursuant to this Agreement within five (5) working days of their selection.

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 Collective Agreements required by each Party.

10.14 The Employer shall provide a copy of the Agreement to a candidate offered employment at the University to a position in the bargaining unit.

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 Director of 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, the Director of Human Resources, shall provide the President of the Association with all information as required by statute. Each such request should include a reference to the statute and section under which the request is made.

11.02 The Director of Human Resources shall provide the President of the Association within ten (10) working days of a of a written request to the Director of Human Resources from the President of the Association, all information which is reasonably required by the Association for the purpose of negotiating a collective agreement.

11.03 The President of the University shall provide the Association Office with the following specific information:

(a) By October 31 of each year, a list of all Members including name, rank, years in rank, gender breakdown, 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.

(b) By October 31 of each year, a list of academic staff excluded from the bargaining unit; the same information in the same form as provided for in Clause 11.03 (a) for Senate appointed faculty members on the Board excluded from the bargaining unit. By October 31 of each year, a list of staff with an appointment with term excluded from the bargaining unit which shall include name, rank, service at the University, and highest degree earned.

(c) At the same time they are sent to the members, the agendas, meeting materials and minutes of open and closed meetings of the Board, except closed meetings referring to labour relations matters within the University. At the same time they are sent to the members, the agendas, meeting materials and minutes of open meetings of Senate.

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

(e) Within ten (10) working days of approval by the Board, or its designate, a list of all Members by Department/Unit who have been granted leave, the type of leave, the effective dates of leave, salaries or stipends, and within five (5) working days of appointment, the names of persons appointed as replacements.

(f) A copy of each official University publication which will include, but need not be limited to, the following: The University of Winnipeg Telephone Directory, The University of Winnipeg Journal, In Edition, Convocation Bulletin, The University of Winnipeg Annual Report, and any other newly created similar publications.

(g) A current list of the members of the Board including name, business address, term and type of appointment, and the Board committees on which they serve.

(h) Within five (5) working days of receipt, 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.

(i) 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, upon request by the Association, a copy of the submission in response to such request.

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 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.

11.06 The Director of Human Resources will provide the Association within five (5) working days of receipt of the following information with respect to benefit plans for Members:

(a) Any change in the names of employee benefit consultants, insurance brokers, and carriers of employee benefit plans for Members;

(b) A copy of each actuarial report on the pension fund as well as any other actuarial tests and valuations performed for any reason.

11.07 The President of the Association shall provide the Employer with the following information:

(a) A copy of each Association Newsletter;

(b) A current list of the executive of the Association;

(c) 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 the right of the Employer to plan, co-ordinate and direct its resources, assign duties and to manage the affairs of the University in accordance with its commitments, responsibilities, and obligations as set down in Regulation # 563/88R or in the proposed University of Winnipeg Act.

12.02 The Employer agrees to exercise its managerial rights and functions in a manner that is fair, reasonable, and consistent with the provisions of this Agreement.

ARTICLE 13: DEPARTMENTAL PERSONNEL COMMITTEE AND FACULTY PERSONNEL COMMITTEE

13.01 The Departmental Personnel Committee (DPC) shall have the following responsibilities:

- (a) to conduct the annual evaluation of a Member's performance in accordance with the procedures in Clauses 14.18 and 14.19;
- (b) to provide recommendations regarding the filling of vacancies in the bargaining unit in accordance with the procedures in Article 23;
- (c) to provide recommendations regarding applications for promotion in accordance with the procedures in Article 24;
- (d) to provide recommendations regarding applications for tenure or continuing appointments in accordance with the procedures in Article 25.

13.02 The composition of the Departmental Personnel Committee is specified in Clause 23.02 (a), (b) and (c) and 23.03.

13.03 The Faculty Personnel Committee (FPC) shall have the following responsibilities:

- (a) to provide recommendations on applications for promotion in accordance with the procedures in Article 24; and
- (b) to provide recommendations on applications for tenure and continuing appointments in accordance with the procedures in Article 25.

13.04 The composition of the Faculty Personnel Committee is specified in Clause 24.10 (a)-(h).

13.05 Except as provided in this Collective Agreement the deliberations and recommendations of the DPC and FPC shall be confidential.

ARTICLE 14: RIGHTS AND RESPONSIBILITIES OF MEMBERS

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 for positions including those of: President, Vice-President(s), Associate Vice-President(s), Director(s), Dean(s), Associate Dean(s), Assistant Dean(s), University Librarian, and newly created similar positions. At least one Member in the constituency affected shall be entitled through an election to serve. All academic staff members shall be eligible to nominate and vote in such an election.

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 Role of the RCMP and other investigative authorities on campus

The Parties recognize that certain governmental positions and appointments to the various police forces may require a security clearance for appointment of applicants for those positions. Members should not provide information for such a purpose until they have first been advised by the office of the President that the police and/or investigating office, undertaking the investigation of the applicant in question, intends to make such inquiries of Members.

14.07 Requests for References from Members

Requests for references from Members shall be dealt with in a fair and expeditious manner. The referee should clearly state that the reference is the Member's professional opinion.

14.08 Rights and Responsibilities of Faculty/Counsellor Members

A Faculty/Counsellor Member's professional obligations and responsibilities to the University shall encompass: teaching; research, scholarly, professional or creative activity; service 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/Counsellor Member's principal obligation during the academic year and include responsibilities as follows:

- (a) i) A Faculty Member shall carry out his/her responsibility for teaching with fair and ethical dealings with students, taking care to make himself/herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instruction, and to adhere to the schedules for submission of grades and evaluations by his/her Department/Unit, and to 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.
- ii) 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.

(b) A Faculty/Counsellor 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/Counsellor 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.

(c) Service to the University is performed by Faculty/ Counsellor 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/Counsellor 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.

14.09 Rights and Responsibilities of Librarian Members

A Librarian Member's professional obligations and responsibilities to the University shall encompass: the development of his/her professional knowledge and performance; contributions to librarianship and/or scholarship; service to the University. While the pattern of these duties may vary from individual to individual, they constitute the Librarian Member's principal obligation during the academic year and include responsibilities as follows:

(a) A Librarian Member shall carry out his/her responsibilities with fair and ethical dealings with those to whom they render their professional services, taking care to make himself/herself accessible. A Librarian Member shall foster a free exchange of ideas and shall not impose nor permit censorship. A Librarian Member shall provide a high level of professional service and shall ensure the fullest possible access to Library materials.

(b) Librarian Members shall have the right to contribute to librarianship by participation in the activities of their professional associations/societies. Although it is not expected that Librarian Members engage in research/scholarship, those who do shall have the right to seek University support and/or research/study leave for the research/scholarship. 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.

(c) Service to the University is performed by Librarian Members through participation in the decision-making bodies of the University or the Association and through participating in and contributing professional expertise to the formulation of Library policy. 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.

14.10 Librarian Members shall exercise with discretion their right to insist upon order in the Library.

14.11 Rights and Responsibilities of Instructor Members

The role of Instructor Members shall be to disseminate knowledge and understanding through teaching. 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:

(a) Instructor Members shall carry out their responsibility for teaching with fair and ethical interaction with students, taking care to make themselves accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching and laboratory schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instruction and to adhere to the schedules set by the Department for submission of grades and evaluations, and to act in conformity with the Senate regulations.

- i) Instructor Members shall devote their energies conscientiously to ensure their professional development as effective teachers.
- ii) It is the responsibility of Instructor Members to teach conscientiously and competently courses which fall within their area(s) of professional competence and which are, after consultation, assigned to them by the Chair pursuant to this Agreement.
- iii) It is the responsibility of Instructor Members to deal ethically and fairly with students, to foster a free exchange of ideas and to avoid discrimination.
- iv) 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.
- v) Instructor Members shall be conscientious in the preparation, organization and revision of subject matter, in accordance with appropriate departmental/programme guidance, and shall inform their students from time to time regarding their instructional and evaluation methods.
- vi) Instructor Members shall have the right to attend and take part as voting Members in departmental meetings.

(b) 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.

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

(d) Instructor Members shall serve on committees when requested by the Chair/Director/Dean/Vice-President, to an extent reasonable and consistent, when added to other non-teaching duties, and with devoting themselves primarily to their assigned teaching responsibilities.

14.12 Rights and Responsibilities of Coach and Athletic Therapist Members

The role of Coach and Athletic Therapist Members shall be to disseminate knowledge and understanding through teaching and coaching. 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 duties. All Coach and Athletic Therapist Members shall have the following rights and responsibilities:

(a) The Coaching and Athletic Therapist functions shall consist of, but 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 form Appendix 4 to the Agreement.

(b) 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.

(c) When these Members teach a course, their teaching duties and responsibilities shall be those as defined in Clause 14.08 (a) i).

14.13 Rights and Responsibilities of the Supervisor of Student Teaching

(a) When this Member teaches a course, his/her teaching duties and responsibilities shall be those as defined in Clause 14.08 (a) i).

(b) The professional obligations and responsibilities to the University of the Supervisor of Student Teaching shall consist of, but not limited to, those duties and responsibilities described in the job description developed in consultation with the Member and the Director. This job description shall form Appendix 3 of the Agreement.

(c) Changes in the scope and/or specific duties and responsibilities of the Supervisor of Student Teaching during the term of this agreement may be established through joint agreement between the respective Member and the Director.

14.14 Rights and Responsibilities of Supervisor - Technical Theatre Programme and Production Manager, Department of Theatre and Drama

(a) When these Members teach a course, their teaching duties and responsibilities shall be those as defined in Clause 14.11 (a).

(b) The professional obligations and responsibilities to the University of the Supervisor - Technical Theatre Programme and Production Manager, Department of Theatre and Drama shall consist of, but not limited to, those duties and responsibilities described in the job descriptions developed in consultation with the Member and the Chair. These job descriptions shall form Appendix 5 of the Agreement.

(c) Changes in the scope and/or specific duties and responsibilities of the Supervisor - Technical Theatre Programme and Production Manager, Department of Theatre and Drama Members during the term of this agreement may be established through joint agreement between the respective Member(s) and the Chair.

14.15 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/Counsellor Member as described in Clause 14.08; however due to the funding arrangements for these positions, the following conditions apply to these positions only:

(a) The holder of an endowed chair will have a cross appointment to one of the academic departments.

(b) For purposes of appointments, tenure and promotion, the responsibility for recommendations on these applications rests with the Departmental Personnel Committee after having received the advice of any advisory body which may be associated with the endowed chair.

(c) If tenure is awarded, the holder will be tenured in the department of record and not in the endowed chair.

(d) The appointments procedure, as specified in Clauses 23.01 - 23.12 may be modified by the endowment mechanism; however this will not take place without the agreement of the Association.

(e) 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.

14.16 Annual Activity Report

Members holding probationary appointments will have an annual activity report and an annual evaluation report. Members holding tenured and continuing appointments will normally have a bi-annual activity report and a bi-annual evaluation report unless the Member or the Dean/Associate Vice-President (Student Services)/Director/University Librarian requests by November 1st that an annual activity report and evaluation be completed. Requests from a Member for an annual activity report and evaluation shall be forwarded to his/her Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services). Requests from the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall be forwarded to the Member.

Each Member shall submit to his/her Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) an activity report by November 15th of the year of the performance evaluation. The activity report shall include the activities during the calendar year(s) being evaluated. A copy of this report shall be filed in the office of the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the original shall be placed in the Member's personnel file.

The Departmental Personnel Committee shall determine a method of distributing the reporting time periods for new Members with tenure or continuing appointments.

Members with tenured or continuing appointments who are subject to a bi-annual activity report and evaluation may file an activity report covering the first year of the two (2) year period. This activity report shall be forwarded to the Member for inclusion in the personnel file and will not be evaluated by the DPC until the end of the bi-annual evaluation period. The early filing of a one (1) year activity report is for the convenience of the Member and does not constitute a request for an annual activity report and evaluation.

14.17 The activity report, which shall be completed on a supplied standardized form, shall include only the following information as appropriate to the Member:

- (a) teaching performance as defined in, but not necessarily limited to, Clause 24.24 (b)/professional responsibilities undertaken;
- (b) research, scholarly work, and creative activities as defined in, but not necessarily limited to, Clause 24.24 (a);
- (c) research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded;
- (d) research and other scholarly work in progress;
- (e) graduate degrees awarded or graduate studies in progress and the expected date of completion, university, and title of thesis;
- (f) involvement in Departmental, Faculty, Senate, Board, Association and other University activities;
- (g) service in professional organizations;
- (h) community and public service which involves special academic/professional competence or expertise;
- (i) an account of the academic/professional activities pursued by the Member during a term or terms in which he/she did not have any assigned teaching/professional responsibilities;
- (j) awards and other honours received; and,

(k) any other information related to professional activities that the Member deems relevant.

14.18 Evaluation Report

An evaluation report shall be completed by the DPC and shall be an evaluation of the Member's performance during the appraisal period set out in Clause 14.16. The evaluation shall be based on the information submitted in the Member's activity report and such other information that is supportable by documentation. Such other documented information used in the evaluation shall be made known to the Member and the Member shall be given a reasonable opportunity if he/she so desires to make a written submission to the DPC for the purpose of explaining, clarifying, and/or rebutting anything contained in the documented information. The additional documentation used in the evaluation shall be appended to the evaluation report. The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) 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/Library Department Head shall make an evaluation of his/her own activity report. The Chair's/Library Department Head's/Coordinator's or Associate Vice-President's (Student Services) evaluation shall be appended to the DPC evaluation. The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Member together shall review the evaluations and the Member shall sign the form acknowledging that he/she has read the evaluations. A copy of the evaluations shall be filed in the office of the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the original evaluations shall be placed in the Member's personnel file. All evaluations shall be completed and, where appropriate, forwarded to the Dean/Associate Vice-President (Student Services)/Director/University Librarian by February 1st. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall forward this material with his/her recommendations to the appropriate Vice-President.

14.19 The evaluation report, which shall be completed on a supplied standardized form, shall include and evaluate only the following information as appropriate to the Member:

- (a) teaching/professional activities (pursuant to Clause 14.17 (a) - (d), (j) and (k));
- (b) laboratory related activities (pursuant to Clause 14.17 (a) - (d), (j) and (k));
- (c) research and scholarship (pursuant to Clause 14.17 (b) - (e), (j) and (k));
- (d) administrative services to the University (pursuant to Clause 14.17 (f) to (k)); and,
- (e) summary (pursuant to Clause 14.17).

14.20 Members shall provide a copy of his/her updated curriculum vitae to the Vice-President (Academic), by November 15th of each year, in a format prescribed by the Vice-President (Academic) in Appendix #6. This common curriculum vitae format will be used for all official purposes (tenure, promotion and leave applications).

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 one (1) official University file, hereinafter referred to as the personnel file. This file shall be maintained by the Member's Dean/Associate Vice-President (Student Services)/Director/University Librarian and stored in the Dean's/Associate Vice-President (Student Services)/Director's/University Librarian's Office. In addition the Human Resources Department shall maintain a salary and benefits file. These files shall be the only files used in decisions respecting any and all terms and conditions of employment of a Member. 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 the Human Resources Department. Any material from the official personnel file forwarded to any of these other locations shall be so identified on the inventory sheet.

15.02 The personnel file of each Member shall contain only material pertaining to the employment of the Member, including but not restricted to:

- (a) pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts, and letters of reference;
- (b) employment related correspondence;
- (c) documentation relating to recommendations on tenure or continuing appointment, and promotion;
- (d) materials respecting professional development and achievement;
- (e) copies of the Member's activity reports and the evaluation reports.

15.03 (a) Each item in the personnel file shall be numbered and listed on an inventory sheet. The inventory sheet shall record for each item, including confidential material, in the personnel file: its number, its date of entry, its title or a brief description of its nature, the number of pages or parts in it, and an indication of whether a copy has been sent to any of the locations identified in Clause 15.01. All parts of any item in a personnel file shall be secured together.

(b) Once each calendar year the Human Resources Department shall inform each Member 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:

- (a) Dean's/Associate Vice-President's (Student Services)/Director's/University Librarian's office authorized personnel; and,
- (b) the Member.

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

15.05 The Member shall be informed in writing of any additions to or removal of material from his/her personnel file within five (5) working days of the addition or removal. Material removed pursuant to Clause 15.06 shall be shredded. A new inventory list shall be produced which excludes any reference to material removed.

15.06 The Member shall have the right to have included in his/her personnel file his/her written comments on the accuracy or the meaning of any of the contents of his/her personnel file, and to add any employment related documents to the file that he/she deems relevant. A Member shall have the right to have removed from his/her personnel file any material which he/she can show is false, irrelevant or unsubstantiated. Such requests for removal shall be made through the Dean/Associate Vice-President (Student Services)/Director, University Librarian, as appropriate.

15.07 (a) Except as provided in Clause 15.09, each Member and his/her authorized agent (such authorization to be in writing) shall have the right of access to the contents of his/her personnel file upon request. The Member shall examine his/her file only in the presence of the Dean/Associate Vice-President (Student Services) / Director/University Librarian 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.

(b) Where any evaluation of 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 programme which performs the evaluation or assessment.

(c) Where any evaluation or assessment of a Member(s) is accomplished by the use of electronic data processing, the Association shall be notified within five (5) working days and shall have the right to access of the coding format(s) and the computer programme(s) which perform(s) the evaluation(s) or assessment(s).

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/Associate Vice-President (Student Services)/Director/University Librarian. Such request shall be filled within five (5) working days at the Member's expense.

15.09 (a) 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 the request.

(b) 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.

(c) 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:

(a) for normal University administrative purposes;

(b) by this Agreement;

(c) by law.

Access to any of the contents of the personnel file for reason (c) 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 appropriate Dean/Associate Vice-President (Student Services)/Director/University Librarian and in the presence of that Dean/Associate Vice-President (Student Services)/Director/University Librarian or his/her designate. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall notify the Member concerned immediately, stating the person or persons granted access and the reason for granting such access, unless such notification is prohibited by 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 Board shall take reasonable measures to maintain the security of the building and grounds while at the same time providing access for Members to their offices and laboratories at all times except in cases of emergency.

ARTICLE 17: PATENTS AND COPYRIGHT

17.01 Patents

The Board waives, disclaims and abandons any interest in or claim to any invention, design or development made by a Member without the use of the University's funds, facilities, support or technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the inventor.

17.02 Members agree to disclose the intention to make a patent application to the Board within one (1) month of the date of the application and shall affirm, in writing, at that time whether or not the discovery has been made and developed with the use of University funds, facilities or support or technical personnel. The Board may, within one (1) month of receipt of the statement of the Member, challenge in writing the assertion of the Member in regard to the use of the University's funds, facilities or personnel, in which case the matter shall be settled by arbitration as detailed in Article 32.

17.03 The Member shall grant to the Board a non-exclusive, royalty-free, irrevocable, indivisible, and non transferable right to use, solely for the University's internal use, any patented device, equipment or process when such device, equipment or process has been invented with the use of the University's funds, facilities, support or technical personnel. Such right shall not include the right to transfer or to exploit any product or process.

17.04 Members shall have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in this Article and shall be entitled to all the proceeds there from, except that where the invention has involved the use of the University's funds, facilities, support or technical personnel, the Member(s) who is (are) the inventor(s) shall share the net proceeds so that the Member(s) receive fifty percent (50%) thereof and the University fifty percent (50%) thereof. The term "net proceeds" as used herein shall mean the net profits derived from licensing or commercialization of the patented product, equipment or process, after deduction of all expenses incurred for patent searches, for obtaining patent protection and for maintaining said protection in Canada and in other countries.

17.05 For the purposes of interpreting Clauses 17.01, 17.02, 17.03, and 17.04, the payment of salary to Members and the provision of an environment in which to work shall not be construed as use of the University's funds or use of its support of technical personnel, except when the work resulting in patents was assigned as specific work which was funded by the University.

17.06 The Member(s) shall have the option of processing an application for the patent(s) and of exploiting any such patent(s) either on his/her own as in Clause 17.05 or through Canadian Patents and Development Limited (CPDL) or other similar agency with which the Board may have an agreement. Where the Member(s) elects to proceed through CPDL or other similar agency, he/she shall make such arrangements and shall receive such proceeds as are specified in the agreement between the Board and CPDL or other similar agency. The Board agrees not to modify, change, alter or abandon its contract with CPDL or other similar agency without one (1) month's prior notice to the Association of any change. The Member(s) agree that the Board, CPDL or other similar agency have the right at their sole discretion to refuse to process any patent application or to refuse to exploit any patent within twelve (12) months of the date of a request to this effect by the Member(s) in which case the Member(s) are free to make their own arrangements subject to the obligations in this Article relating to the sharing of net proceeds.

17.07 The name of the University shall not be used without mutual agreement in connection with inventions in which the University has no interest.

17.08 The Board agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the University and Members without securing to the Member(s) who may be seconded to or be employed by the sub-contractor all the rights, privileges and benefits accorded to them in this

Article of this Agreement, nor shall the Board enter into any agreement to create a consortia of universities or government departments or private companies for the purposes of research or development or commercial exploitation without securing to the Members who may be seconded to or employed by such consortia, department or private companies all the rights, privileges and benefits accorded by this Article. If the Board makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to the said Member(s), the agreement shall not apply to Member(s) unless there is a special agreement, in writing, between the Board and the Member(s) to waive this Clause, with a copy thereof sent to the Association within two (2) weeks.

17.09 Copyright

Copyright in the print/media

The Board acknowledges that it has no interest in and makes no claim to the print media copyrights of any Member. The Board, therefore, agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) the copyrights of the Member(s) in the print media (books, articles, letters, notes and similar material). A Member who is employed by the Board to edit a journal, or to write a specific article or magazine, shall not own any copyright(s) therein save and except for articles, reviews or literary pieces written by him/her.

17.10 Copyright in works of art

The Member who is the maker of any work of art such as painting, sculpture, music and the like shall retain the copyright therein, and the Board therefore agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) all rights in such work of art.

17.11 Copyright and improvements in computer programme

The Board hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) any and all rights in regard to computer programmes prepared by the author(s) for his/her exclusive use, or for use in the teaching programme, but the University retains copyright in any other computer programme developed for it or any other internal function of the University. The Board shall also have use, free of charge, of any programme developed for use in degree programmes of the University.

17.12 Copyright in lectures

The Board hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) any and all rights in the copyright(s) to lectures delivered by Members, recognizes that the Member is the sole copyright holder in his/her lectures, and will give every reasonable assistance to Member(s) to prevent publication, recording or broadcasting of lectures not authorized by the Member(s) concerned.

17.13 Copyright in recorded works

(a) Ownership of copyright:

The copyright(s) in any recorded work (film, videotape, audio recording, etc.) involving direct University funding or the use of University production facilities free of charge or substantially below local commercial rates shall belong to the Member(s) who is/are the creator(s) subject to the terms laid down in this Article of this Agreement. The Board shall be deemed to have waived any claim to any copyright(s) in recorded works (film, videotape, audio recordings) not involving direct University funding, or the use of University production facilities, free of charge or substantially below local commercial rates, created or produced by Member(s).

(b) Warranty by Members:

A Member who receives direct funding or is allowed the use of University production facilities, free of charge or substantially below local commercial rates, shall warrant to the University on the form attached to this

Agreement as Appendix No. 1, that he/she is the copyright owner of the work and it is an original with him/her. In cases where fees or licenses for the use of copyright material used in the work are required, the Member(s) shall provide the Board with a list of the copyright holders. The Board shall be responsible for securing permission to use such copyrights but the Member shall indemnify the University against any loss resulting from failure by the Member to list the name of a registered owner of a copyright registered at the Federal Copyright Office.

(c) Availability of resources:

- i) The Board will do its utmost to make available to the Member(s) without cost, production facilities and funds necessary to produce recorded works for use in the University's educational programme.
- ii) Priority for the amount of funds and the kind of facilities shall be determined by the Board.

(d) License for internal use:

- i) The Member(s) shall make available to the University for its educational programme without payment of royalty one (1) copy of any recorded work produced by the Member(s) in the course of his/her employment and involving the use of direct University funding or the use of University production facilities, free of charge or substantially below local commercial rates.
- ii) The Member(s) agree to make every effort lawfully to make available to the University for its educational programme, without payment of royalty one (1) copy of any recorded work produced by the Member(s) in the course of his/her employment and involving the use of direct University funding or the use of University production facilities, free of charge or substantially below local commercial rates, and with respect to which the Member no longer has copyright or shares copyright with one or more persons, or with respect to which there is some impediment or business arrangement which denies to the Member the absolute right to comply with the intent hereof.
- iii) Nothing in Clause 17.13 (d) i) and ii) shall be construed as a waiver of any copyright by the Member nor as permission to the Board or to any agent of the Board to broadcast the recorded works to the general public (i.e., to an audience not principally composed of members of the academic community) other than as provided for in Clause 17.13 (e) below nor shall this section be construed as permitting the use of such materials in the extramural courses of the University without payments of the fee to be set as in Clause 17.13 (e) ii) below.
- iv) On completion of a recorded work for which the University has provided direct funding or the use of the production facilities of the University, free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice- President (Academic) or designate to inform him/her of the completion of the work. The Vice-President (Academic) or designate shall reply within forty-five (45) working days stating whether or not the Board wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Clause 17.13 (e). If the Vice-President (Academic) or designate replies that the Board does not wish to exercise these rights or if the Vice-President (Academic) or designate fails to answer within forty-five (45) working days, it shall be understood that the Board has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the Board as required, then the Board maintains its right under this Article of this Agreement until such a letter is written by the Member to the Vice-President (Academic) or designate and has been disposed of in the manner indicated above.
- v) No Member(s) shall be laid off or have his/her appointment terminated due to the use of the license for internal use of recorded works the copyright of which rests with Member(s).

(e) License for external use, fees and royalties:

Where a Member has a copyright in a recorded work produced with the assistance of direct University funding or with the use of University production facilities, free of charge or substantially less than local commercial rates, the Member(s):

- i) Shall grant to the Board a license to use the recorded work, including the right to grant others the right to use the work according to the fee schedule in Clause 17.13 (e) ii) below.
- ii) Shall either directly or through the agency of the Association establish with the Board a fee or royalty to be charged to third parties wishing to use the work; in default of such agreement within a time period of twenty-five (25) working days from the date of the request by the Member, such fee or royalty shall be set by arbitration in accordance with Article 32.
- iii) If the license granted to the Board is not exclusive, shall not grant any other licenses at fees or royalties less than those determined in Clause 17.13 (e) ii) above.

iv) May waive any fee, royalty or other payment provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing and one (1) copy provided to the Association, and provided that the revenues so realized by the Board shall be paid into a trust fund to be used at the discretion of the Board for the benefit of the Department/Unit of the said Member.

v) The Board shall not unreasonably restrain the exploitation of copyrighted works under this section and if within two (2) years of the delivery to the Board of the recorded work(s) as required in Clause 17.13 (d) of this Agreement, it has not commenced formal negotiations or signed a contract(s) for the exploitation of the recorded work(s), the Board shall be deemed to have waived any and all rights in the exploitation of the copyright(s) of the said recorded work(s) and shall forego all fees, royalties and other income.

vi) On completion of a recorded work for which the University has provided direct funding or the use of the production facilities of the University, free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice- President (Academic) or designate to inform him/her of the completion of the work. The Vice-President (Academic) or designate shall reply within forty-five (45) working days stating whether or not the Board wishes to exercise its options to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Clause 17.13 (e). If the Vice-President (Academic) or designate replies that the Board does not wish to exercise these rights or if the Vice-President (Academic) or designate fails to answer within forty-five (45) working days, it shall be understood that the Board has abandoned any right to secure a copy or obtain a license. If the copyright owner(s) fails to notify the Board as required, then the Board maintains its rights under this Article of this Agreement until such a letter is written by the Member to the Vice-President (Academic) or designate and has been disposed of in the manner indicated above.

vii) The Board shall not loan or transfer a copy of the recorded work(s) nor allow any agent to loan or to transfer such a copy to any third party outside the University without written permission for the Member(s) who hold the copyright(s). A copy of such permission shall be sent by the Board to the Association within twenty-five (25) working days of receipt by the Board.

viii) Any fees or royalties or other income received as a consequence of the exploitation of the recorded work(s) by the Board pursuant to this Article of this Agreement shall be distributed fifty percent (50%) thereof to the Member and fifty percent (50%) thereof to the University.

(f) Sale or assignment by Members:

Where a Member has produced a work for use in the University's educational programme and wishes to sell, assign or otherwise dispose of his/her copyright(s) or an interest therein to any third party, he/she shall in any such disposition as a condition to his/her right to sell, assign or otherwise dispose:

i) protect the right of the University to use the work in its educational programme as specified in Clause 17.13 (d) above, and,

ii) protect the rights of the University in regard to exploitation of the copyright as in Clause 17.13 (e) above, provided that on application by the Member to the Vice-President (Academic) or designate, the Board may dispense with the requirements in Clauses 17.13 (f) i) or 17.13 (f) ii) or both hereof for such reasons as to the Board seems fair in the circumstances. In the event that decision on the application of the Member is not made within one (1) month of the receipt of such application, the Member is deemed to have received the dispensation requested.

(g) Storage and erasure:

The Board shall retain possession of every recorded work transferred to it as required in Clause 17.13 (d) above, and shall exercise reasonable care to ensure that any such recorded work is not damaged and is not erased, copied, amended or edited without the authorization of the copyright holder(s).

(h) Notes or texts:

Where the Member either alone or in collaboration with others prepares notes or other matter to accompany the recording, the Member(s) hereby grants to the Board a license to reproduce copies of the said notes or other matter and claim no fees or royalties in return unless the Board sells or hires such copies in which event the Member shall, if he/she is the sole author thereof, receive twenty-five percent (25%) of the gross proceeds or if he/she is not the sole author thereof the said twenty-five percent (25%) shall be shared between him/her and the co-author or co-authors as agreed between them or failing an agreement on an equal basis. Should the Board sub-license a publisher to reproduce the said copies, the Board shall nevertheless provide royalties to the Member in the amount as set out above.

(i) Amendments, editorial changes and withdrawal:

A Member believing his/her work to be unsatisfactory for a proposed use due to dating or other good reasons, may require the work to be amended on the same terms as the original production or may require its use to be withheld provided that the Member may not require such amendments or withholding within one (1) year of the delivery of the recorded work to the Board as required in Clause 17.13 (d). Any dispute as to the bona fides of the Member's position may be settled by arbitration pursuant to Article 32.

17.14 Severability

(a) Where more than one (1) copyright holder has an interest in a recorded work, each copyright holder may exercise his/her rights with respect to his/her contribution, provided that it is severable.

(b) A contribution is severable for this purpose if it could be erased without destroying the value or other contributions to the same recording or series, or it could be replaced in the recording or series by another contribution by someone else.

(c) Where a recording or series of recordings involves non-severable contributions by more than one copyright holder, any reference in this part to permission by the copyright holder shall be deemed to mean the unanimous permission of all such copyright holders.

17.15 Estates

When a Member or former Member dies, his/her estate shall retain all his/her rights and responsibilities under this Article of this Agreement.

17.16 Sub-contracting by the Board

The Board agrees that it shall not enter any agreement to sub-contract the services of any Member to any third party whatsoever for the purposes of the writing or editing of scripts for film or videotape or for the production of film or videotape or any consultation pertaining thereto without securing to the Member(s) all the rights, privileges and benefits accorded to them in this Article.

17.17 The estate of a copyright holder shall, in the event that the copyright holder received public funds or funds from the University for a specific research project which did not result in publication prior to death, allow unrestricted access to and quotation from the papers, documents, or research materials collected for the research project by the copyright holder to other Members or to academic administrators of the University, provided that such access shall not abrogate any existing publication contracts (viz. where a completed or virtually completed manuscript is in existence with a firm publication contract) and shall not abrogate legal responsibility to pay copyright fees where required by law.

17.18 No Member shall claim copyright in any University administrative documents or administrative letters that may be produced by him/her or may be in his/her possession.

17.19 Members who deposit their own or other manuscripts or documents in the archives of the University shall be bound by the rules and regulations of the archives in force from time to time in regard to the use and disposition of such manuscripts or documents.

17.20 Members agree to waive any claim for monetary compensation arising out of copyright claims in relation to teaching or lab manuals produced internally within the University as part of their workload, provided that such manuals are sold only within the University at a price set to recover direct costs (i.e., paper, bindings, salaries of support staff, and duplicating costs, distribution costs, but no honoraria or other similar payments) or less. If the University sells at a price higher than direct cost or sells to the general public, then the University shall pay to the Member(s) who holds the copyright in the teaching manuals a ten percent (10%) royalty on the net proceeds of all such sales. The Board shall not authorize another university or subsection thereof or any

other body or person to use such manuals without a prior written agreement with the author(s) which, inter alia, stipulates the royalties to be paid to the author(s) and shall provide the Association with a copy of any such agreement(s) within two (2) weeks of signing.

17.21 The Member agrees to indemnify and save harmless the Board from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the materials in which the Member has or claims copyright. Should a claim be advanced where there is copyright or license claimed jointly by the Board and the Member, the liability to defend shall likewise be joint.

ARTICLE 18: OUTSIDE PROFESSIONAL ACTIVITIES AND OTHER REMUNERATED ACTIVITIES

18.01 For the purpose of this Article professional activities shall refer to activities which represent a contribution made by virtue of a Member's training, advanced study or research, or activities which are of value in maintaining or developing the Member's academic competence. The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Member's regular University duties, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of Members, the Employer agrees that Members have the right to engage in outside part-time professional activities, paid or unpaid, including participation in their professional associations, faculty associations, and/or learned societies, provided that such activities do not conflict or interfere with the Member's obligations, duties and responsibilities to the University as defined in this Agreement, except as provided in Clause 18.03 and also subject to the following conditions:

(a) When a Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the approval of the Vice-President (Academic) in consultation with the Vice-President (Administration) or the Dean/Associate Vice-President (Student Services)/Director/University Librarian, where appropriate. Costs for such facilities, supplies or services shall be borne by the outside group at prevailing rates, unless the Vice-President (Academic) agrees, in writing, to waive all or part of the fee(s).

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

18.02 A Member shall, upon written request, make available to his/her Dean/Associate Vice-President (Student Services)/Director/University Librarian information on the nature and scope of related professional activities and any remunerated activities of a substantial nature.

18.03 Should participation in activities described in Clause 18.01 and 18.02 conflict or interfere with the obligations, duties and responsibilities of the Member as defined in this Agreement, mutually satisfactory arrangements shall be made in advance with the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and shall be subject to the approval of the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate.

18.04 A Member agrees to indemnify and save harmless the Board from any claim, action or 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 The normal workload of a Faculty/Counsellor Member shall include in varying proportions those elements (teaching; research, scholarly/creative activities; service to the University) as set out in Clause 14.08. The normal workload for all other Members shall include in varying proportions those elements as set out in Clauses 14.09 and 14.11 - 14.14, as appropriate.

19.02 The workload shall be reasonable and fair.

19.03 The Dean shall determine the normal teaching load for the Faculty as a whole and for each Department, following consultations with the Chairs. The normal teaching load shall be that assigned to the majority of Faculty Members in each Department and shall be appropriate and reasonable for the discipline(s) concerned, with due regard for the 1981-82 normal teaching load in the various Departments.

During the academic year, a Faculty Member shall not be required to teach in more than two consecutive academic terms unless agreed upon by the Dean and the Faculty Member, or except as required for any of the following reasons:

- 1) to ensure a Faculty Member's workload requirements are met;
- 2) load reduction due to compassionate leave;
- 3) course cancellation due to low enrollment or other reasons as stipulated by the Dean.

The University Librarian shall determine the normal workload for Librarian Members after consultation with the appropriate Library Department Head. The Dean of Student Services shall determine the normal workload for Counsellor Members after consultation with the Director of Counselling Services. The Director of Recreation and Athletics shall determine the normal workload for Coach and Athletic Therapist Members. The normal workload shall be appropriate and reasonable for the Department/ Unit concerned.

19.04 If a Faculty Member has taught his/her assigned course load in Fall and Winter Terms, teaching in the Spring Term shall be voluntary, with the exceptions as indicated in 19.03.

19.05 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.

ARTICLE 20: EMPLOYMENT OF NON-MEMBERS

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 3563, shall not perform the responsibilities of Members pursuant to Article 14. For the purpose of this Agreement, stipendiary instructors shall be considered as non-Members who are eligible to teach.

20.02 In the Faculty of Arts and Science the proportion of full course equivalents taught by non-Member stipendiary instructors plus full course equivalents taught by full-time non-Members holding appointments contractually limited to less than one academic year (September to August) to the full course equivalents taught by Members normally shall not exceed 29%. Unusual situations may alter the proportion upwards in any one year to no more than 32%. Such unusual situations might include a large number of early retirements, increased course releases for research or new hires, UWFA course releases, illness related replacements or unanticipated increases in enrollment. The numbers of full course equivalents as of the start of the Fall Term taught by persons in the three above mentioned categories shall be reported to the Association by October 31st of that year.

20.03 Non-Members employed as teaching assistants / research assistants / markers / demonstrators may assist Members in the performance of their duties.

20.04 Except as provided for in this Article, the Employer agrees that all work or services performed by Members shall not 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 Member of academic staff appointed as an academic administrator or as a member of the Board who is excluded from the bargaining unit by virtue of holding such an appointment and who would otherwise fall within the scope of the bargaining unit shall not be treated differently from Members during the appointment and at the termination of that appointment shall automatically become a Member with all of the rights and privileges attendant thereto, as if he/she had been a Member continuously throughout the duration of such appointment. 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.

21.02 A non-Member appointed as an academic administrator who was given academic rank based upon his/her academic qualifications pursuant to Clause 23.20, as determined by the Dean in consultation with the Department at the time of appointment as an academic administrator, at the termination of that appointment except in cases of dismissal, shall automatically become a Member. 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.

21.03 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 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.

21.04 When an academic administrator enters or re-enters the bargaining unit, he/she shall retain his/her current salary minus any portions explicitly earmarked for administrative responsibilities. Subsequent adjustments in salary shall be those provided in Article 28 of this Agreement.

ARTICLE 22: CHAIRS

22.01 The Chair of a Department shall be appointed, in writing, by the Board on the recommendation of the President. A Chair shall be a tenure track faculty member with academic rank. The appointment shall be for a three (3) or five (5) year term acceptable to the appointee, the academic members of the Department, the Dean, the Vice-President (Academic) and the President. For the purposes of this Article, academic members of the Department shall be persons appointed to the rank of Instructor, Lecturer, Assistant Professor, Associate Professor, or Professor. Such appointments may be full-time or part-time; term, probationary, continuing or tenured.

22.02 The academic members of the Department shall decide, on the basis of a formal review of the performance of the Chair, in a formal meeting, at least eight (8) months prior to the expiry of the term of office of the Chair, either:

- (a) to recommend that the incumbent Chair be reappointed; or,
- (b) to appoint a Search Committee pursuant to Clause 22.03 with the responsibility pursuant to Clause 22.04. The process for the review of the Chair's performance shall be initiated at the request of the Dean. The review committee shall be appointed by the Dean using the same model as contained in Clause 22.03.

22.03 The Search Committee shall be composed of:

- (a) one-third (1/3) of the academic members of the Department but normally not fewer than three (3) and not more than five (5), elected by and from the academic members of the Department;
- (b) The Chairs of two (2) other Departments selected by the academic members of the Department which is seeking to nominate a Chair;
- (c) the Chairs of two (2) Departments selected by the Dean;
- (d) the Vice-President (Academic); and
- (e) the Dean, who shall be a non-voting chair of the Committee.

22.04 The Search Committee shall solicit and evaluate nominations/ applications forwarded to it by academic members of the Department. If there is an approved vacancy in the Department, the position of Chair may be advertised in external publications pursuant to Article 23. After taking into account such factors as the academic and administrative capabilities of the nominees/applicants, the Committee shall forward a short list of not more than three (3) candidates to the academic members of the Department which shall then vote by secret ballot. The balloting shall be conducted by departmental representatives on the Search Committee. If a majority vote ensues, the name of the recommended candidate shall be forwarded in writing by the academic members of the Department to the Dean who shall forward the recommendation along with his/her own to the President. If the academic members of the Department are not able to make a majority recommendation from the short list, the Search Committee shall be notified in writing and shall meet with the academic members of the Department to discuss the matter. If the academic members of the Department are still unable to make a majority recommendation, the Search Committee shall be responsible for recommending a candidate to the Dean who shall forward this recommendation as well as his/her own to the President.

22.05 (a) If the President is prepared to accept the Department's/Search Committee's recommendation, he/she shall forward the recommendations of the Department/Search Committee and the Dean, as well as his/her own, to the Board.

(b) If the President has significant concerns about the candidate's academic and/or administrative capabilities and therefore is not prepared to recommend the Department's/Search Committee's candidate, he/she shall meet with the academic members of the Department or the Search Committee, as appropriate, to advise it of his/her concerns. Whether or not agreement is reached, the President shall forward the recommendations of the Department/Search Committee, the Dean, and his/her own, to the Board. The appointment shall be made by the Board and be based on the recommendations of the Department/the Search Committee, the Dean and the President.

22.06 When a temporary vacancy exists due to the absence of the Chair, for not more than one (1) year, or when a vacancy cannot be filled for bona fide reasons agreed to by the academic members of the Department and the Dean, the President may recommend that the Board appoint an Acting Chair, according to the criteria pursuant to Clause 22.01, for a period of not more than twelve (12) months. Prior to making his/her recommendation, the President shall obtain and consider the recommendations of the academic members of the Department and the Dean. If the President does not agree with the recommendation of the academic members of the Department, he/she shall meet with the academic members of the Department to advise them of his/her concerns before forwarding his/her recommendation as well as those of the academic members of the Department and the Dean to the Board. An Acting Chair shall have all the rights and responsibilities of a Chair.

22.07 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.

22.08 Without limiting the generality of the foregoing, a Chair shall have the following particular responsibilities:

- (a) to provide leadership and co-ordination in the initiation and formulation of Departmental policies within the framework of Faculty and University policies, and in the planning and development of academic programmes;
- (b) to represent the Department within and outside the University;
- (c) to present Departmental proposals on policies and programmes to the appropriate University bodies;
- (d) to supervise the faculty and students and programmes of the Department;
- (e) to call and preside over meetings of the Department;
- (f) to submit to the Dean (or designated Associate Dean) in writing, after consultation with other members of the Department, an estimate of the Department's budgetary needs for the ensuing year in accordance with the policies for developing such budgets;
- (g) to consult with members of the Department and to convey and present the recommendations of the appropriate Departmental body and his/her own to the appropriate Dean (or designated Associate Dean), for appointments or advancements in salary and rank pursuant to Articles 23, 24, 25, and 28;
- (h) to perform such other duties in connection with the work and administration of the Department as the appropriate Dean may assign him/her, and as are consistent with his/her status as a Member of the bargaining unit;
- (i) to supervise and assess the performance of the support staff of the academic Department;
- (j) to make known University policies as formulated by the Board, Senate, or Faculty Council of Arts and Science as they affect the Department;
- (k) to carry out other responsibilities pursuant to this Agreement.

22.09 In recognition of the administrative responsibilities of a Chair, he/she shall normally be given a reduction in his/her teaching responsibilities according to the following guideline related to the number of full-time equivalent (FTE) Members:

three (3) to nine (9) - 1.0 FCE

ten (10) to fifteen (15) - 1.5 FCE

sixteen (16) or more - 2.0 FCE

The minimum teaching load for all Chairs is one (1) FCE.

22.10 A Chair or Acting Chair may have his/her appointment as Chair terminated by the Board for just cause on the recommendation of the President.

22.11 The academic members of the Department may recommend the termination of the appointment of a Chair or Acting Chair, as Chair, following a majority ballot vote at a formal meeting of the academic members of the

Department chaired by the Dean. Neither the Dean nor the Chair shall vote. If the Vice-President (Academic) does not agree with the recommendation of the academic members of the Department, he/she shall meet with the academic members of the Department to advise it of his/her concerns before forwarding his/her recommendation as well as those of the academic members of the Department and the Dean to the President. The President shall forward his/her recommendation as well as those of the academic members of the Department and the Dean to the Board.

22.12 In recognition of the administrative responsibilities of a coordinator of interdisciplinary programme, the coordinator may be eligible for an appropriate reduction of teaching load. The coordinator's Department may receive compensation for the reduction.

22.13 A Member holding the position of Department Chair shall be entitled, upon being elected to the position of U.W.F.A. 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 the 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.

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 a vacancy in the bargaining unit. This written recommendation, together with the written recommendation of the Chair/Library Department Head/Coordinator, or Director shall be presented to the Dean/Associate Vice-President (Student Services)/University Librarian, as appropriate. The Dean/Associate Vice-President (Student Services)/University Librarian, shall transmit these recommendations, together with his/her written recommendation, to the President. Upon recommendation from the DPC and the Dean/Associate Vice-President (Student Services)/University Librarian, the President may recommend to the Board and the Board may grant tenure or continuing appointment on initial appointment if the successful candidate has shown evidence of performance which meets the criteria for tenure and continuing appointment as set out in Article 25.

23.02 Appointments Committee

(a) The DPC shall be elected annually by and from the Members in: each Department of the Faculty of Arts and Science; the Library; the Bachelor of Education Programme, the Programme in Physical Activity and Sport Studies; the Counselling Services; and the Recreation and Athletic Services. Members of the DPC shall not be on research/study leave, political leave, unpaid leave of absence except educational leave, or administrative leave. 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,

i) When an appointment is being made to faculty with rank pursuant to Clause 23.16, the DPC shall have a majority of members who hold rank pursuant to Clause 23.16; and,
ii) 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 23.16 and shall include at least one (1) Instructor Member where possible; and,
iii) When an appointment is being made to a Coach or Athletic Therapist position, the DPC shall include at least one (1) Member whose primary responsibility is teaching Physical Activity and Sport Studies courses in the Faculty of Arts and Science.

(b) When the above conditions cannot be met, the Department/Unit shall work out with the Dean/Associate Vice-President (Student Services) a mutually acceptable arrangement for a DPC. The composition of this DPC shall be ratified by a Memorandum of Agreement.

(c) The Director of the Bachelor of Education Programme shall be responsible for recommending any appointment to the position of Supervisor of Student Teaching. In making such a written recommendation, the Director shall seek the advice of appropriate Members of Departments which offer courses in relation to the Bachelor of Education Programme.

23.03 The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and shall be responsible to ensure that the DPC is formed and 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 a vote, except that the Library Department Head whose Department is not affected by the application may chair the Committee and vote. Each DPC shall elect one (1) of its members as chair, who shall have full voting rights. By September 15th, the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward to the Dean/Associate Vice-President (Student Services)/Director/University Librarian a list of the members of the DPC, including the name of the chair. The DPC shall determine its own procedures, including balloting, in fulfilling its responsibilities pursuant to Articles 23, 24, 25 and 14 and these procedures shall be communicated in writing to the Dean/Associate Vice-President (Student Services)/Director/University Librarian by October 15th. In the Counselling Services, and Recreation and Athletic Services, the Director shall not be a member of the Committee but shall ensure that the Committee is formed.

23.04 Appointments Procedure

The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall be informed in writing by the Dean/Associate Vice-President (Student Services)/Director/University Librarian that the process to fill a position in the bargaining unit may be initiated. The Parties agree that it is desirable to have such notification prior to January 1st. A copy of this communication shall be sent to the Association at the same time it is sent to the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services).

23.05 The Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian, in consultation with the DPC and the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), shall review and/or establish an appropriate job description or description of the duties and responsibilities of vacant 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 (or designated Associate Dean)/Associate Vice-President (Student Services) / Director/University Librarian and the DPC within five (5) working days, the matter shall be referred, in writing, by the Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian to the appropriate Vice-President stating the areas of disagreement for resolution.

23.06 The DPC shall provide the Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian with the detailed information to be placed in any advertisement for any vacancy in the bargaining unit. Such information and the advertisement shall be consistent with the description of duties and responsibilities as determined in Clause 23.05. A copy of any such advertisement shall be provided to the DPC three (3) working days prior to submission for publication.

23.07 Except in emergency situations all bargaining unit positions shall be advertised. 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 well as in the C.A.U.T. Bulletin and the A.U.C.C. University Affairs. Pursuant to Article 35, advertisements will also be placed in the CRIAW and COPOH Newsletter and in the major publications of the organizations within the profession or disciplines that specifically represent the interests of women, aboriginal peoples, persons with disabilities, and visible minority group members. Such publications will be identified in a list recommended by the FCEE to the Dean/Associate Vice-President (Student Services). Where the cost of advertising in all relevant publications is prohibitive, the FCEE 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.

23.08 Applications for appointment are to be addressed to the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), who shall forward them to the chair of the DPC.

23.09 When the DPC interviews a candidate, all Members of the Department/Unit, the Dean/Associate Vice-President (Student Services)/Director/University Librarian, and the President shall be given a reasonable opportunity to meet with the candidate. The appropriate Vice-President can interview all applicants for appointments of more than twelve (12) months duration and forward his/her observations to the appropriate Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), Dean/Associate Vice-President (Student Services)/Director/University Librarian and the President. All persons who are interviewed for positions under the Collective Agreement will be informed by the Dean/Associate Vice-President (Student Services)/Director/University Librarian about the Collective Agreement and the University of Winnipeg Faculty Association.

23.10 Following evaluation of all applicants, the DPC shall recommend by majority vote the appointment of a specific candidate. The DPC shall also recommend the rank, type of appointment, and the duration of the probationary period or the granting of immediate tenure or continuing appointment. 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 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 Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) as appropriate.

23.11 The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall convey the recommendation of the DPC and any dissenting opinions, together with his/her own, and upon request all applications for the position, to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as is appropriate. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall convey the recommendations of the DPC, the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), together with his/her own to the President. If the Dean/Associate Vice-President (Student Services)/Director/University Librarian 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/Associate Vice-President (Student Services)/Director/University Librarian may ask the DPC to reconsider its recommendation. If no agreement is forthcoming within two (2) weeks of the Dean's/Associate Vice-President (Student Services)/Director/University Librarian's receipt of the original DPC's recommendation, the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall forward the DPC's, the Chair's/Library Department Head's/Coordinator's or Associate Vice-President (Student Services) and his/her recommendation to the President.

23.12 If the President is in agreement with the DPC's recommendation, he/she shall forward the recommendations for a tenured or continuing appointment and any dissenting opinion(s) received pursuant to Clause 23.11, together with his/her own, to the Board. If the President is in agreement with the DPC's recommendation for a term or probationary appointment, he/she shall make the appointment. 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/Associate Vice-President (Student Services)/Director/University Librarian, 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, all recommendations, including the President's, shall be forwarded to the Board.

23.13 All appointments must comply with Canada Employment and Immigration regulations.

23.14 The successful candidate or any person who enters or re-enters the bargaining unit shall receive a letter of appointment signed by the President, or designate, specifying the precise terms of employment, including:

- (a) rank and the basis for assignment to that rank;
- (b) type of appointment;
- (c) date at which the appointment commences;
- (d) Department/Unit in which the candidate is to be appointed;
- (e) initial salary and its position in the salary structure;
- (f) credited years in rank, if any, for purposes of promotion and the basis, including the nature of academic or other experience, for assigning that amount of credit;
- (g) credited years of service, if any, for purposes of research/study leave and the basis for assigning that amount of credit;
- (h) term and specific nature of the appointment, where applicable;
- (i) duration of the probationary period, where applicable;
- (j) date at which renewal and/or tenure or continuing appointment proceedings may be commenced, where applicable;
- (k) a statement that the teaching/professional duties will be assigned by the Dean/Associate Vice-President (Student Services)/Director/University Librarian in consultation with the Chair/Library Department

Head/Coordinator or Associate Vice-President (Student Services) and any teaching load reduction which is granted;

(l) job description, where applicable;

(m) a statement that the appointment is subject to the provisions of this Agreement;

(n) the amount of any market supplement granted pursuant to Clause 28.05;

(o) the nature and amount of any support committed for research and other scholarly activities;

(p) any other matters deemed important by the President.

A copy of this Agreement shall be included in all such letters of appointment unless such a copy has already been provided to the candidate.

23.15 A copy of each letter of appointment including all material pursuant to Clause 23.14, except the copy of the Agreement, shall be forwarded to the Association within five (5) working days of receipt of acceptance by the candidate.

23.16 Ranks

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

(a) Lecturer; or,

(b) Assistant Professor; or,

(c) Associate Professor; or,

(d) Professor.

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

(a) Librarian I; or,

(b) Librarian II; or,

(c) Librarian III; or,

(d) Librarian IV.

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

(a) Instructor I; or,

(b) Instructor II; or,

(c) Instructor III.

23.19 For appointments of Coach and the Supervisor of Student Teaching there shall be no ranks except that if a Member appointed to any of these positions is to teach at least one (1) full course or equivalent, plus any required laboratory section appropriate to that course, in any academic Department/Programme in the Faculty of Arts and Science, he/she may choose to be given the academic rank appropriate to his/her qualifications and experience. This choice of rank shall not have any application under this Collective Agreement. A Member who chooses to be given academic rank shall continue to be governed by the Articles, Clauses and Appendices pertaining to Coach, and Supervisor of Student Teaching, as appropriate.

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

23.21 Joint and Cross Appointments

Joint appointments and cross appointments shall be by Memorandum of Agreement between the Parties.

23.22 Term of Appointments

All bargaining unit appointments shall be:

(a) with term; or,

(b) probationary; or,

(c) without term (ie. continuing or tenured);

(d) appointments for the above mentioned terms are either full-time appointments with the normal workload or part-time appointments with less than the normal workload.

23.23 (a) Specific appointments with term shall be for a maximum period of thirty-six (36) months. A specific appointment with term shall not be renewed or continued beyond three (3) years except as provided in Clause 23.24 (c) iii), 23.24 (d), 23.24 (e), 23.24 (g) and Clause 26.26.

(b) 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.

23.24 An appointment with term shall be made only to meet the following special needs:

(a) to replace an individual on leave;

(b) to staff a position which is part of a new programme presented by the University on an experimental basis; or, the expansion or modification of an existing programme on an experimental basis for no more than two (2) years;

(c) to staff a position in response to an emergency arising from:

i) an unexpected 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 year's appointment 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 administrative leave.

(e) to replace a Member on reduced appointment.

(f) failure of search pursuant to Clauses 23.04 through 23.13 inclusive.

(g) to staff a position with salary and benefits that is:

i) entirely dependent upon funds from outside the Universities Grants Commission Baseline Operating Grant or Tri-Council Awards/Fellowships for a maximum period of up to five (5) years.

ii) a non-renewable new position.

The Association will be provided with the relevant details of these positions. The Association shall, upon request, be informed, in writing, of any appointment with term and the special need(s) giving rise to such an appointment.

23.25 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.

23.26 The total consecutive years a Member may serve on a specific appointment with term shall not exceed three (3) years, except as provided in Clause 23.23 (a) and Clause 23.24 (g). A Member who serves more than three (3) years in a specific appointment with term contrary to this Agreement shall be considered to hold a probationary appointment and the Member's service during the period of the appointment with term shall at the Member's request be counted as though the Member had held a probationary appointment from the date of his/her appointment for the purposes of this Agreement.

23.27 Probationary Appointments

A probationary appointment for a Faculty or Counsellor Member 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 25, no later than November 15th of the fifth year, except pursuant to Clause 25.14. All probationary appointments for Faculty/Counsellor Members made after the date of signing of this Agreement shall be subject to a formal interim review by the DPC after completion of three (3) years of the probationary appointment. The results of this review shall be communicated by the DPC to

the Dean/Director and the Member.

23.28 A probationary appointment for a Librarian, Coach, Athletic Therapist, Supervisor of Student Teaching, Supervisor - Technical Theatre Programme, Production Manager, Department of Theatre and Drama, 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 25, no later than November 15th of the third year except pursuant to Clause 25.14.

23.29 In the case of an early application for tenure or continuing appointment made in a year prior to the original date specified in the letter of probationary appointment, the Member shall have the right to withdraw that application without prejudice if either the FPC or the Dean/Associate Vice-President (Student Services)/Director/University Librarian have recommended that the time period available for review was insufficient for an informed determination to be made. In such an instance the Member would be eligible to re-apply in the final year of the probationary period subject to the deadlines specified in the respective clauses 23.27 and 23.28 as appropriate to rank.

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.



ARTICLE 24: PROMOTION

24.01 Promotion for a Faculty or Counsellor Member shall be an advancement in rank from Lecturer to Assistant Professor, from Assistant Professor to Associate Professor and from Associate Professor to Professor. 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. Promotion of an Instructor Member shall be an advancement in rank from Instructor I to Instructor II, and from Instructor II to Instructor III.

24.02 Decisions on promotion shall be made by the Board and shall be based on the recommendation of:

- i) the Departmental Personnel Committee (DPC), as defined in Clauses 23.02 and 23.03;
- ii) the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) as appropriate;
- iii) the Faculty Personnel Committee (FPC), as defined in Clause 24.10, when appropriate;
- iv) the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate;
- v) the University Tenure and Promotion Committee as defined in Clause 24.15.

24.03 A Member may apply for promotion in writing to his/her Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), as appropriate, no later than November 7th. The application shall be accompanied by a curriculum vitae, annual evaluations (including appended material pursuant to Clause 14.18) and merit recommendations for the period under consideration, and such other documentation as the Member wants considered as evidence of fulfillment of the criteria specified below. The Member shall provide the DPC with whatever material and/or information he/she or the Committee deems necessary for the Committee to make an evaluation with respect to the criteria. The Committee shall base its evaluation upon the information supplied or authorized by the Member. Promotion to Professor shall require external evaluation, and, as part of this procedure, the Member shall inform the Dean and his/her Chair/Coordinator or Director of his/her intent to apply for promotion by September 1st pursuant to Clause 24.04.

24.04 A Member applying for promotion to Professor shall submit to the Dean, and his/her Chair/Coordinator or Director, by September 1st, a letter of intent to apply, the curriculum vitae and a list of at least five (5) referees external to the University. At this time the Member shall also forward three (3) copies of each of the four (4) publications which the Member considers to be the most important or the most representative of his/her work. The Dean will solicit from the candidate a list of five (5) scholars who are recognized experts in the candidate's field. At least three (3) of the nominated referees must themselves hold the rank of Professor. Each name must be accompanied by a brief description of the nominee's qualifications to serve as a referee. The Dean will select three (3) of these nominees to serve as referees for the purpose of obtaining letters of appraisal. If the Dean is unable to agree to at least three (3) of the referees nominated by the candidate, the candidate may submit a supplementary list of names which the Dean is prepared to use to meet the requirement of at least three (3) referees. Alternatively the candidate may agree to a mutually acceptable roster from a pool of names submitted by the candidate, the Dean and the Chair/Coordinator or Director. All of the nominees must, in any case be acceptable to the candidate. The office of the Dean shall confirm that the referees will be prepared to provide an evaluation of the Member's research. If no confirmation has been received by October 1st, the office of the Dean within five (5) working days shall confirm by telephone the availability of the referees or contact the alternate(s) by mail. Immediately upon such confirmation, the Dean shall forward to each referee a copy of the Member's curriculum vitae, the four (4) publications, and a letter requesting the referee to 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 respond within four (4) weeks and to return the Member's publications. As the letters of reference and publications are received by the office of the Dean, they shall be forwarded to the appropriate Chair/Coordinator or Director for distribution to the DPC.

24.05 In the event of a re-application for promotion to Professor, the Member shall have the right to retain previous referees or nominate new referees. In each instance the provisions of Clause 24.04 shall apply.

24.06 The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward all applications and supporting documentation to the appropriate DPC within two (2) working days of receipt, except in the case of applications for promotion to Professor which the Chair/Coordinator/Director shall forward to the DPC only after he/she has received from the Dean the required letters of reference from the external referees. The DPC shall meet to consider all applications for promotion, but no Member shall serve on the DPC when his/her own candidacy is considered.

24.07 The Member shall be invited to appear before the DPC and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The DPC shall request from the Member any further supporting information it deems necessary to make a recommendation. The Member shall have the right to be accompanied by another Member. The DPC shall assess the Member's overall record of performance using the appropriate conditions and criteria pursuant to this Article. A recommendation of the DPC shall be based only on documentation pursuant to this Clause and to Clause 24.03. In the case of promotion to Professor, the DPC's recommendation shall be based only upon documentation pursuant to this Clause and Clauses 24.03 - 24.06. The DPC's recommendation shall include a numerical record of the vote upon which the recommendation is based.

24.08 By December 15th (January 15th in the case of promotion to Professor), the Member shall be informed of the DPC's assessment and its recommendation and provided with a written statement of the reasons for that recommendation. Such reasons shall relate only to the conditions and criteria for promotion listed below. If the recommendation is not unanimous, the DPC shall include any dissenting opinion(s) with its recommendation.

24.09 By December 15th (January 15th in the case of promotion to Professor), the chair of the DPC shall forward the application and supporting documentation, together with the DPC's assessment, recommendation, reasons, and any dissenting opinion(s), to the Dean (or designated Associate Dean)/Associate Vice-President (Student Services) / Director / University Librarian, as appropriate. At the same time, the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward his/her recommendation, together with the written reasons which are related only to the conditions and criteria for promotion listed below, to the Dean (or designated Associate Dean) / Associate Vice-President (Student Services)/Director/University Librarian, as appropriate, with a copy to the Member. The recommendation of the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall be based only on documentation pursuant to Clauses 24.03 and 24.07 and, in the case of promotion to Professor, Clauses 24.03 - 24.07. The Dean (or designated Associate Dean) / Associate Vice-President (Student Services)/Director/University Librarian shall distribute all such material, to the FPC within five (5) working days of receipt.

24.10 The Dean of the Faculty of Arts and Science shall establish a Faculty Personnel Committee (FPC) to consider Faculty, Counsellor, Librarian and Instructor Members for promotion, tenure and continuing appointment. The FPC shall be structured and shall function as follows:

(a) Faculty

In dealing with Faculty Members, the FPC shall consist of nine (9) members holding the Assistant, Associate or Professor rank, with the Natural Sciences, Social Sciences, and Humanities having three (3) members each, and with no more than four (4) members or fewer than two (2) members from any one of the professorate ranks (Assistant, Associate, Professor). However, there shall be at least three (3) members from the rank of Professor. These FPC members shall be elected by and from Faculty Members.

(b) Counsellors

In dealing with Counsellor Members, the Committee membership shall be augmented by one (1) Counsellor Member, who shall be elected by and from Counsellor Members.

(c) Instructors

In dealing with Instructor Members, the Committee membership shall be augmented by two (2) Instructor Members, who shall be elected by and from Instructor Members. Where possible, at least one (1) of the Instructor Members shall hold the rank of Instructor III.

(d) Librarians

In dealing with Librarian Members, the Committee membership shall be augmented by one (1) Librarian Member, who shall be elected by and from the Librarian Members.

(e) The Dean/Associate Vice-President (Student Services), as appropriate, shall seek nominations from Faculty, Counsellor, Librarian and Instructor Members and shall conduct elections before April 15th each year.

(f) Applicants for promotion, tenure, or continuing appointment shall not be members of the Committee.

(g) The Dean, as chair of the Faculty Council of Arts and Science, shall see that the first meeting of the FPC is convened and that a chair is elected. The FPC chair shall be elected by and from the members of the FPC.

(h) The term of membership for elected members of the FPC shall be two (2) years beginning on July 1st. Membership shall be established on a rotating basis and members may serve more than one (1) term. A quorum shall be three (3) less than the membership of the FPC, including the person chairing. Decisions of the FPC shall be by majority of those voting. All vacancies on the FPC shall be filled promptly. The term of membership of those elected to fill vacancies shall be two (2) years.

(i) The FPC shall keep minutes. At the conclusion of the FPC's deliberations, the names of the Committee members shall be removed from all the pages, and the minutes shall then be placed on file in the Dean's office. Included in the minutes shall be records of all FPC recommendations and the reasons for them, as well as numerical record of all votes. The minutes and records may be consulted by subsequent FPC's for the purpose of ensuring that there will be consistent application of criteria.

(j) The FPC may request from the Member any further supporting information it deems necessary to make a recommendation. The FPC shall invite the Member to appear before the Committee to present any further information, oral and/or written, that he/she deems appropriate. If the Member has additional information or if he/she is required to submit additional information, he/she shall have the option of presenting such information in person before the Committee or of submitting it by means of a written communication. In appearing before the Committee, the Member shall have the right to be accompanied by another Member.

(k) Except in the case of Clause 24.12 (b), the FPC's recommendation shall be based only on documentation and information submitted or authorized by the Member, as well as the recommendations of the DPC, and the Chair/Coordinator/Library Department Head or Director. The FPC's recommendation shall include a numerical record of the vote on which that recommendation was based and the actual reasons for recommending acceptance or denial of the application for promotion.

24.11 By March 1st, the FPC chair shall forward the application and supporting documentation together with the FPC's recommendation and reasons and those of the DPC and Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate. If the FPC's recommendation is not unanimous, the FPC shall include any dissenting opinion(s) and the basis for the opinion with its recommendation.

24.12 The Dean/Associate Vice-President (Student Services)/Director/University Librarian may meet with the FPC to exchange information about their respective recommendations whether there is agreement or not. In cases in which the Dean/Associate Vice-President (Student Services)/Director/University Librarian is prepared:

(a) to make a positive recommendation which coincides with a positive recommendation of the FPC, he/she shall forward his/her recommendation to the President, as chair of the University Tenure and Promotion Committee pursuant to the provisions of Clause 24.14;

(b) to make a different recommendation, whether positive or negative, based on additional documentation from the Member's personnel file, the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall, by March 15th, send a copy of the additional documentation to the FPC and shall notify the Member of the material being sent. The Member shall have five (5) working days during which he/she may respond and/or select additional documentation from his/her personnel file. The Member's response and/or additional documentation shall be forwarded to the Dean/Associate Vice-President (Student Services)/Director/University Librarian with a copy to the FPC. The documentation, response, and/or additional documentation shall be attached to the Member's application; no additional copies shall be made. The FPC may meet with the Dean/Associate Vice-President (Student Services)/Director/University Librarian and the Member to discuss the additional documentation. The recommendation, revised or not, shall be forwarded to the

Dean/Associate Vice-President (Student Services)/Director/University Librarian by April 1st. The Dean / Associate Vice-President (Student Services) / Director/University Librarian shall then forward his/her recommendation to the President as chair of the University Tenure and Promotion Committee, pursuant to the provisions of Clause 24.14;

(c) to make a negative recommendation to the President as chair of the University Tenure and Promotion Committee, whether the FPC's recommendation was positive or negative, the Member shall be notified, in writing, by March 15th, and given the opportunity to meet with the Dean/Associate Vice-President (Student Services)/Director/University Librarian 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. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall then forward his/her recommendation to the President as chair of the University Tenure and Promotion Committee, pursuant to the provisions of Clause 24.14.

Prior to April 15th, the Member may indicate to the Dean/Associate Vice-President (Student Services)/Director/University Librarian in writing that he/she wishes to withdraw his/her application for promotion. Such letter shall be the only reference to the application for promotion in the Member's personnel file.

24.13 By April 1st, the Member and his/her DPC shall be informed by the FPC of its recommendation, including any dissenting opinion(s), and provided with a written statement of the reasons for that recommendation. Such reasons shall relate only to the conditions and criteria for promotion listed below.

24.14 By April 15th, the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall forward the application and supporting documentation together with the FPC's recommendation and reasons and those of the DPC, Chair/Coordinator/Director/Library Department Head/Coordinator or Associate Vice-President (Student Services) and his/her own recommendation, together with written reasons related only to the conditions and criteria listed below, to the President as chair of the University Tenure and Promotion Committee. At the same time, a copy of this statement shall be forwarded to the Member and to the FPC for its information.

24.15 The University Tenure and Promotion Committee shall be comprised of :

- the President (chair);
- the Vice-President (Academic);
- one (1) Senate Regent with the rank of Professor nominated by the Board;
- the chair of the Human Resources Committee of the Board of Regents;

In the event that the Senate Regent representative can not serve on the Committee for a particular application for promotion or tenure, the Board shall approve an alternate Senate Regent to serve on the Committee for that application. The chair of the FPC shall have an opportunity to present the recommendations of the FPC and the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall have the same opportunity to present his/her recommendations. Recommendations of the University Tenure and Promotion Committee will be determined by a simple majority vote of all of the members. The President, as chair of the University Tenure and Promotion Committee, shall forward to the Board, the Committee's recommendations, together with all other recommendations and any dissenting opinion(s) received by the Committee pursuant to Clause 24.14. The Board shall make its decision and inform the Member by July 1st.

24.16 Promotions for Faculty/Counsellor/Instructor/Librarian Members shall be effective July 1st.

24.17 Conditions for Promotion - Faculty/Counsellor Members

The conditions for promotion to the rank of Assistant Professor shall be that 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 except that a conditional recommendation for promotion may be made in the case of a lecturer whose Ph.D. requirements will be fulfilled at any time in the academic year, such promotion to take effect the subsequent September 1st, if the Member presents evidence of having successfully fulfilled all requirements of the Ph.D., or the day following his/her having met the requirement if it is after September 1st; and,
(c) has fulfilled his/her teaching/professional responsibilities satisfactorily.

24.18 The conditions for promotion to the rank of Associate Professor shall be that 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 fulfilled his/her teaching/professional responsibilities satisfactorily; and,
- (d) has done research or other scholarly work which is available for peer review and which represents a continuing contribution to the Member's discipline or profession that is additional to the doctoral thesis or to the work done in connection with the degree considered to be terminal in his/her discipline with the understanding that publications emanating from the doctoral thesis or from work done in connection with the degree considered to be terminal in the discipline may be considered as work in addition to the thesis or the terminal degree requirements; and,
- (e) has accepted and discharged reasonable administrative responsibilities within the University community; and,
- (f) has served six (6) years (including the year of application) as an Assistant Professor at the University, or credited years in rank pursuant to Clause 23.14 (f), or an equivalent combination of these two. Consideration shall be given to years of service at the University at a rank lower than Assistant Professor.

24.19 Where all the conditions in Clause 24.18 (b) to (f) have not been met, the DPC and the FPC shall consider that:

- (a) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation, may compensate for lesser research and scholarly output;
- (b) exceptional quality of administrative service or professional and/or community service related to the responsibilities of the Member insofar as they are consistent with this Agreement, coupled with satisfactory teaching/professional service related to the responsibilities of the Member, may compensate for lesser research and scholarly output;
- (c) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation coupled with research or other scholarly work which fulfills the requirements of Clause 24.18 (d), or exceptional quality of research or other scholarly work, coupled with teaching/ professional service of satisfactory quality, may compensate for lesser involvement in administrative service within the University community;
- (d) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation, coupled with exceptional quality of administrative service or of professional and/or community service related to the responsibilities of the Member insofar as they are consistent with this Agreement, may compensate for lesser research and other scholarly output and shall be reviewed, and if found to be comparable shall compensate for lesser degree qualifications;
- (e) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation and/or other relevant documentation, coupled with exceptional quality of research and other scholarly output may compensate for fewer than six (6) years of service as an Assistant Professor, pursuant to Clause 24.18 (f).

24.20 The conditions for promotion to the rank of Professor shall be that 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 fulfilled his/her teaching/professional responsibilities satisfactorily; and,
- (d) i) has established and maintains a program of research and/or other scholarly activity that is additional to the requirements of Clause 24.18 (d) and that meets the standards of peer evaluation for Professors in the candidates's discipline; and
- ii) has had his/her research and publications appraised by a minimum of two (2) scholars external to the University pursuant to Clause 24.04; and,
- (e) has accepted and discharged reasonable administrative responsibilities within the University community; and,
- (f) has 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 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.

24.21 Where all the conditions in Clause 24.20 (b) to (f) have not been met, the DPC and FPC shall consider that:

- (a) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation, may compensate for lesser research and scholarly output;
- (b) exceptional quality of administrative service or professional and/or community service related to the responsibilities of the Member insofar as they are consistent with this Agreement, coupled with satisfactory teaching/professional service, may compensate for lesser research and scholarly output;
- (c) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation, coupled with research or other scholarly work which fulfills the requirements of Clause 24.20 (d), or exceptional quality of research or other scholarly work, coupled with teaching/ professional service of satisfactory quality, may compensate for lesser involvement in administrative service within the University community;
- (d) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation and/or other relevant documentation coupled with exceptional quality of administrative service or of professional and/or community service related to the responsibilities of the Member insofar as they are consistent with this Agreement, shall compensate for lesser research and other scholarly output and shall be reviewed, and if found to be comparable, shall compensate for lesser degree qualifications;
- (e) exceptional quality of teaching/professional service related to the responsibilities of the Member, as demonstrated by peer and/or student evaluation, and/or other relevant documentation coupled with exceptional quality of research and other scholarly output may compensate for fewer than seven (7) years of service as an Associate Professor, pursuant to Clause 24.20 (f).

24.22 Criteria for Assessing the Suitability of a Faculty/Counsellor Member for Promotion

A Member shall be deemed suitable for promotion if he/she:

- (a) has fulfilled the conditions for promotion as outlined in the appropriate Clauses 24.17, 24.18, 24.19, 24.20, and 24.21; and,
- (b) has demonstrated a level of distinction in service to the University and/or to his/her discipline/profession suitable to the rank to which he/she seeks promotion.

24.23 All references in this Article to years in rank as a normal condition for promotion notwithstanding, a Member may apply for promotion to Associate Professor or 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 DPC, FPC, and the appropriate University officials to be of a level of distinction suitable for early promotion to the rank to which he/she seeks promotion.

24.24 Factors which shall be considered in determining suitability of a Faculty/Counsellor Member for promotion shall include, 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 programmes; 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 candidate's scholarship.

(b) Teaching

teaching and related activities; 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) Community and Public Service

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.

(d) Administration and Services to the University

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.

24.25 Conditions and Criteria for Promotion - Librarian Members

A Member shall be promoted to the rank of Librarian II if he/she:

(a) holds an initial undergraduate degree and a professional library science degree from a recognized school; and,

(b) has two (2) years full-time professional experience as a Librarian I, or an equivalent amount of part-time experience; and,

(c) has performed his/her responsibilities satisfactorily.

24.26 A Member shall be promoted to the rank of Librarian III if he/she:

(a) holds an initial undergraduate degree and a professional library science degree from a recognized school; and,

(b) has 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) has performed his/her responsibilities satisfactorily; and,

(d) has demonstrated ability to handle increased professional responsibilities; and,

(e) has accepted and discharged reasonable administrative responsibilities within the University community.

24.27 A Member shall be promoted to the rank of Librarian IV if he/she:

- (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 satisfactorily; and,
- (d) has demonstrated continuous professional development or achieved professional recognition through research and/or scholarly work or through improved academic qualifications; and,
- (e) has accepted and discharged reasonable administrative responsibilities in the University community.

24.28 Notwithstanding Clause 24.27 (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 DPC and the appropriate University officials to be of a level of distinction suitable for early promotion to the rank of Librarian IV.

24.29 Conditions and Criteria for Promotion - Instructor Members

(a) An Instructor Member shall be promoted to the rank of Instructor II if he/she:

- i) has a post-graduate degree in an appropriate discipline; and,
- ii) has performed the responsibilities of the position at a satisfactory level.

(b) An Instructor Member shall be promoted to the rank of Instructor II if he/she:

- i) has an undergraduate (three (3) year) degree in an appropriate discipline; and,
- ii) has four (4) years (including the year of application) full-time experience as an Instructor I or equivalent; and,

iii) has performed the responsibilities of the position at a satisfactory level.

(c) An Instructor Member shall be promoted to the rank of Instructor II if he/she:

- i) has an undergraduate (four (4) year or Honours) degree in an appropriate discipline; and,
- ii) has three (3) years (including the year of application) full-time experience as an Instructor I or equivalent; and,
- iii) has performed the responsibilities of the position at a satisfactory level.

24.30 An Instructor Member shall be promoted to the rank of Instructor III if he/she:

- (a) has 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) has seven (7) years (including the year of application) full-time experience as an Instructor II; and,
- (c) has performed the responsibilities of the position at a satisfactory level; and,
- (d) has accepted and discharged satisfactorily such reasonable administrative responsibilities within the University community as are consistent with Clause 14.11 (d).

24.31 Where all the conditions in Clause 24.30 (a) to (d) have not been met, the DPC and FPC shall consider that:

- (a) Exceptional quality of teaching/professional service related to the Member's responsibilities, as demonstrated by peer and/or student evaluation and/or 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 peer and/or student evaluation and/or 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.

24.32 For the purposes of interpretation and implementation of this Article the DPC and FPC 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 DPC, FPC, and the appropriate University officials 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.

24.33 A Member who is given rank pursuant to Clause 23.19 shall be promoted according to the conditions and criteria appropriate to that rank and procedures provided for in this Article.

ARTICLE 25: TENURED AND CONTINUING APPOINTMENT

25.01 There are two (2) types of appointment without term:

(a) Tenured appointment shall mean a faculty appointment, granted to guarantee academic freedom pursuant to Article 7, that continues until retirement or until otherwise terminated in accordance with the provisions of this Agreement.

(b) Continuing appointment shall mean a non-faculty appointment given independent of rank or classification that continues until retirement or until otherwise terminated in accordance with the provisions of this Agreement.

25.02 Decisions on the granting of tenure and continuing appointments shall be made by the Board pursuant to Clauses 23.27 and 23.28, and shall be based on the recommendations of:

i) the Departmental Personnel Committee (DPC), as defined in Clauses 23.02 and 23.03;

ii) the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), as appropriate;

iii) the Faculty Personnel Committee (FPC), as defined in Clause 24.10, when appropriate;

iv) the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate; and,

v) the University Tenure and Promotion Committee as defined in Clause 24.15.

25.03 No later than November 15th of the final year of a probationary appointment, a Member who is eligible to be considered for tenure or a continuing appointment, as appropriate, shall apply, in writing, to his/her Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), as appropriate. The application shall be accompanied by a curriculum vitae, annual evaluations (including appended material pursuant to Clause 14.18) and merit recommendations for the period under consideration, and such other documentation as the Member wants considered as evidence of fulfillment of the criteria specified below. The Member shall provide the DPC with sufficient information for the Committee to make an evaluation with respect to the criteria. The Committee shall base its evaluation upon the information supplied or authorized by the Member.

25.04 The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward all applications and supporting documentation to the appropriate DPC within two (2) working days of receipt. The DPC shall meet to consider all applications for tenure or continuing appointment. No Member shall serve on such a Committee when his/her own candidacy is considered.

25.05 The Member shall be invited to appear before the DPC and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The DPC shall request from the Member any further supporting information it deems necessary to make a recommendation. The Member shall have the right to be accompanied by another Member. The DPC shall assess the Member's overall record of performance against the appropriate criteria pursuant to this Article. A recommendation of the DPC shall be based only on documentation pursuant to this Clause and to Clause 25.03. The DPC's recommendation shall include a numerical record of the vote upon which the recommendation is based.

25.06 By December 1st, the Member shall be informed of the DPC's recommendation and provided with a written statement of the reasons for that recommendation. Such reasons shall relate only to the conditions and criteria for tenure or continuing appointment listed below. If the recommendation is not unanimous, the DPC shall include any dissenting opinion(s) with the recommendation.

25.07 By December 1st, the chair of the DPC shall forward the application and supporting documentation, together with the DPC's recommendation and reasons and any dissenting opinion(s), to the Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate. At the same time, the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward his/her recommendation, together with written reasons which are related only to the criteria for

tenure or continuing appointment listed below, to the Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate, with a copy to the Member. The recommendation of the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall be based only on documentation pursuant to Clauses 25.03 and 25.05. The Dean (or designated Associate Dean)/Associate Vice-President (Student Services)/Director/University Librarian shall distribute all such material to the FPC within five (5) working days of receipt.

25.08 (a) The FPC may request from the Member any further supporting information it deems necessary to make a recommendation. The FPC shall invite the Member to appear before the Committee to present any further information, oral and/or written, that he/she deems appropriate. If the Member has additional information or if he/she is required to submit additional information, he/she shall have the option of presenting such information in person before the Committee or of submitting it by means of a written communication. In appearing before the Committee, the Member shall have the right to be accompanied by another Member. (b) Except in the case of Clause 25.10 (b), the FPC's recommendation shall be based only on documentation and information submitted or authorized by the Member, as well as the recommendations of the DPC and the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services). The FPC's recommendation shall include a numerical record of the vote on which that recommendation is based and the actual reasons for the recommendation for acceptance or denial of the application for tenure or continuing appointment.

25.09 By December 21st, the FPC Chair shall:

(a) forward the application and supporting documentation together with the FPC's recommendation and reasons and those of the DPC and Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate. If the FPC's recommendation is not unanimous, the FPC shall include any dissenting opinion(s) and the basis for the opinion with its recommendation. (b) inform the Member and his/her DPC of its/his/her recommendation and reasons for that recommendation. Such reasons shall relate only to the conditions and criteria for tenure or continuing appointment listed below. If the FPC's recommendation is not unanimous, the FPC shall include any dissenting opinion(s) and the basis for the opinion with its recommendation.

25.10 The Dean/Associate Vice-President (Student Services)/Director/University Librarian may meet with the FPC to exchange information about their respective recommendations whether there is agreement or not. In cases in which the Dean/Associate Vice-President (Student Services)/Director/University Librarian is prepared:

(a) to make a positive recommendation which coincides with a positive recommendation of the FPC, he/she shall forward his/her recommendation to the President as chair of the University Tenure and Promotion Committee, pursuant to the provisions of Clause 25.11. (b) to make a different recommendation, whether positive or negative, based on additional documentation from the Member's personnel file, the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall, by January 7th, send a copy of the additional documentation to the FPC and shall notify the Member of the material being sent. The Member shall have five (5) working days during which he/she may respond and/or select additional documentation from his/her personnel file. The Member's response and/or additional documentation shall be forwarded to the Dean/Associate Vice-President (Student Services)/Director/University Librarian with a copy to the FPC. The documentation, response, and/or additional documentation shall be attached to the Member's application; no additional copies shall be made. The FPC may meet with the Dean/Associate Vice-President (Student Services)/Director/University Librarian and the Member to discuss the additional documentation. The recommendation, revised or not, shall be forwarded to the Dean/Associate Vice-President (Student Services)/Director/University Librarian by January 31st. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall then forward his/her recommendation to the President as chair of the University Tenure and Promotion Committee, pursuant to the provisions of Clause 25.11; (c) to make a negative recommendation to the President as chair of the University Tenure and Promotion

Committee, whether the FPC's recommendation was positive or negative, the Member shall be notified, in writing, by January 7th, and given the opportunity to meet with the Dean/Associate Vice-President (Student Services)/Director/University Librarian to discuss the recommendation within ten (10) working days of the receipt of the recommendation of the FPC. The Member shall have the right to be accompanied by an Association Member. The Member should supply a written statement of the items to be discussed. The Dean/Associate Vice-President (Student Services)/Director/University Librarian shall then forward his/her recommendation to the President as chair of the University Tenure and Promotion Committee, pursuant to the provisions of Clause 25.11.

25.11 By January 31st, the Dean / Associate Vice-President (Student Services) / Director / University Librarian shall forward the application and supporting documentation together with the FPC's recommendation and reasons and those of the DPC, Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and his/her own recommendation, together with written reasons related only to the conditions and criteria listed below, to the President as chair of the University Tenure and Promotion Committee. At the same time, a copy of this statement shall be forwarded to the Member and to the FPC for its information.

25.12 The chair of the FPC shall have an opportunity to present the recommendations of the FPC and the Dean/Associate Vice-President (Student Services)/Director/University Librarian shall have the same opportunity to present his/her recommendations. The President, as chair of the University Tenure and Promotion Committee, shall forward to the Board, the Committee's recommendations, together with all other recommendations and any dissenting opinion(s) received by the Committee pursuant to Clause 25.11.

25.13 The Board shall make its decision and inform the Member by March 1st either to:

- (a) grant tenure or continuing appointment; or,
- (b) terminate the probationary appointment.

25.14 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/Associate Vice-President (Student Services)/Director/University Librarian and the Vice-President, 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/Associate Vice-President (Student Services)/Director/University Librarian no later than November 15th of the final year of a probationary appointment.

25.15 In the case of a denial of tenure or a continuing appointment for Members appointed prior to the date of signing of this Collective Agreement, the Member's appointment shall be terminated effective the end of the probationary appointment as specified in the Member's letter of appointment. In the case of a denial of tenure or a continuing appointment for Members appointed on or after the date of the signing of this Collective Agreement, the Member's appointment shall normally be terminated effective June 30th.

25.16 Tenure or continuing appointment for Members shall be effective immediately upon Board approval.

25.17 Conditions and Criteria for Tenure - Faculty and Counsellors

A Member shall be awarded tenure, pursuant to Clause 23.27, if he/she:

- (a) is a member of the teaching/counselling staff and holds the academic rank of Assistant Professor or above; and,
- (b) holds 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) has fulfilled his/her teaching/professional responsibilities satisfactorily; and,

- (d) demonstrates satisfactory progress in research or other scholarly activities (as defined in Clause 24.24 (a)) that are in addition to the doctoral thesis or the equivalent with the understanding that 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,
- (e) has accepted and discharged reasonable administrative responsibilities within the University community.

25.18 Where the criteria in Clause 25.17 (b) or (d) have not been met, the FPC shall consider that:

- (a) exceptional quality of teaching/counselling which shall be demonstrated by peer and/or student evaluations of his/her teaching/counselling may compensate for lesser research or scholarly activity, pursuant to Clause 25.17 (d); or,
- (b) exceptional research and scholarly activity, as confirmed by peer evaluation, may compensate for lesser degree qualifications; or,
- (c) exceptional competence in the activities of administrative service or in professional and/or community service related to the duties and responsibilities of the Member, coupled with effective teaching/counselling at a satisfactory level, may compensate for lesser research or scholarly activity.

25.19 Conditions and Criteria for Continuing Appointments - Librarians

A Member shall be awarded continuing appointment, pursuant to Clause 23.28, if he/she:

- (a) holds an initial undergraduate degree and a professional library science degree from a recognized school; and,
- (b) has two (2) years of full-time professional experience as a Librarian or an equivalent amount of part-time experience at the University; and,
- (c) has performed satisfactorily his/her duties and professional responsibilities; and,
- (d) has fulfilled any additional agreed upon requirements stated in the letter of appointment.

25.20 Conditions and Criteria for Continuing Appointments - Instructors, Coaches, Athletic Therapist, the Supervisor of Student Teaching, Supervisor - Technical Theatre Programme, and Production Manager, Department of Theatre and Drama

A Member shall be awarded continuing appointment, pursuant to Clause 23.28, if he/she:

- (a) has performed the duties and responsibilities of the position at a satisfactory level; and,
- (b) has professional competence in his/her specialization and/or classification; and,
- (c) has a satisfactory record of departmental/programme service and, where appropriate, reasonable administrative service within the University community, pursuant to Clause 14.11 (d); and,
- (d) has fulfilled any additional agreed upon requirements stated in the letter of appointment.

ARTICLE 26: LEAVES OF ABSENCE, HOLIDAYS AND VACATIONS

26.01 Research/Study Leaves

Research/study leaves shall be provided by the Employer to enable Members with tenure or continuing appointments to engage in research 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. Faculty Members who have completed three (3) years in a probationary appointment may, in exceptional circumstances, be granted research/study leave for the purpose of enhancing his/her research program.

26.02 Members shall be eligible to apply:

- (a) for a full research/study leave to commence after six (6) years of service or an equivalent number of years of part-time appointments or workloads excluding a research/study, and administrative leaves; or
- (b) for a half research/study leave to commence after six (6) years of service or an equivalent number of years of part-time appointments or workloads excluding research/study and administrative leaves; or,
- (c) for a half research/study leave to commence after three (3) years of service or an equivalent number of years of part-time appointments or workloads excluding research/study and administrative leaves.

26.03 A full research/study leave shall be for a period of twelve (12) months, including both the Fall and Winter Session, and shall begin on either July 1st or September 1st as agreed among the Member and the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services)/Director/University Librarian as appropriate. Requests for split research/study leaves will be considered by the Dean/Associate Vice-President (Student Services)/Director/University Librarian as an exception to the normal practice and on the basis of the academic or methodological requirements of the leave project.

26.04 A half research/study leave shall be for a period of six (6) months, including either the Fall or Winter Session, and shall begin on either July 1st or January 1st as agreed among the Member and the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services)/Director/University Librarian as appropriate. Requests for split research/study leaves will be considered by the Dean/Associate Vice-President (Student Services)/Director/University Librarian as an exception to the normal practice and on the basis of the academic or methodological requirements of the leave project.

26.05 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/Associate Vice-President (Student Services)/Director/University Librarian. 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/Associate Vice-President (Student Services)/Director/University Librarian.

26.06 A Member with a reduced appointment or part-time appointment of less than a full load, or who has held such an appointment within the time period pursuant to Clause 26.02, shall be eligible to apply for a research/study leave. The remuneration for such a leave shall be calculated on a pro-rated basis.

26.07 (a) If, as a result of staffing priority discussions between the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services)/Director/University Librarian, the Employer requires a Member who has been granted a research/study leave to defer a research/study leave, leave credits which the Member has accumulated shall not be forfeited. The maximum period for the deferral of research/study leave shall be twelve (12) months. The period of deferral is credited towards the period of eligibility for the next research/study leave. This period of deferred time may also be applied to satisfy the requirements of Clause 26.19 (a).

(b) A Member who wishes to defer a research/study leave shall normally request such deferral 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 be twelve (12) months.

(c) Where the Member takes a full 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.

(d) 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 half year has not already been used in calculating eligibility for the current leave.

26.08 Credit for service elsewhere shall be evaluated at the time of appointment to the University and shall be specified in the letter of appointment pursuant to Clause 23.14 (g).

26.09 (a) Except pursuant to Clause 26.06, the Employer shall provide the Member on full research/study leave pursuant to Clause 26.02 (a) with eighty percent (80%) of salary during the leave.

(b) Except pursuant to Clause 26.06, the Employer shall provide the Member on a half research/study leave pursuant to Clause 26.02 (b) with one-hundred percent (100%) of salary during the leave.

(c) Except pursuant to Clause 26.06, the Employer shall provide the Member on a half research/study leave pursuant to Clause 26.02 (c) with eighty percent (80%) of salary during the leave.

26.10 Members eligible for a full research/study leave shall have the option of taking a six (6) month leave at one hundred percent (100%) of salary or a twelve (12) month leave at eighty percent (80%) of salary.

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

(b) 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.

26.12 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 Revenue Canada.

26.13 While a Member is on research/study leave, the Member and the Employer shall make 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.

26.14 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.

26.15 Members shall make application to the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) for research/study leave on the prescribed form by October 1st for leaves commencing the following academic year. The Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) shall forward the application(s) and the recommendations of the Department/Unit on the academic quality of the application(s), together with administrative recommendations, to the Dean/Associate Vice-President (Student Services)/Director/University Librarian by October 15th. The Dean/Associate Vice-President (Student Services)/ Director/University Librarian shall forward these application(s), recommendations and recommendations of his/her own regarding the granting of the leave to the Vice-President (Academic) by November 15th. Decisions on the granting of research/study leaves shall be made at least five (5) months prior to the commencement of the leave.

26.16 The Study Leave Committee shall continue to have two (2) Faculty members from each of the Humanities, the Social Sciences, the Natural Sciences and one (1) from the B. Education Programme as elected by the Faculty Council of Arts and Science, and shall remain in existence during the life of this Agreement.

(a) When the applicant is an Instructor/Coach/Librarian/Counsellor Member, the Study Leave Committee shall include at least two (2) Members elected from the applicant's above mentioned constituency if there is not such elected representation on the Committee. These two (2) Members shall replace two (2) other Members who are not from the applicant's constituency.

(b) The role of the Study Leave Committee shall be to vet applications for research/study leaves, and to make recommendations only on the academic merits of such applications and evidence of research/scholarly productivity to the Dean/Associate Vice-President (Student Services) / Director/University Librarian, as appropriate. The Dean / Associate Vice-President (Student Services) / Director/University Librarian shall make his/her recommendation(s) to the Vice-President (Academic), who shall make his/her recommendation to the President. The President shall make his/her recommendation(s) to the Board.

(c) No quotas on research/study leave shall be imposed on Departments/Units.

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

26.18 The Employer shall replace Members on research/study leave when deemed necessary by the Employer, after consultation with the Department/Unit concerned.

26.19 (a) A Member who has taken research/study leave shall be obliged to return to the University for a period of service equal in length to the duration of the research/study leave. Where a Member does not return or does not return for a period equivalent to the leave, the Member shall reimburse the University an amount equal to his/her salary and benefits while on leave, pro-rated to the amount of time by which the Member's service since returning to the University, plus any deferred service accumulated by the Member pursuant to Clause 26.07(a) and (b), if applicable, is not equal to the duration of the research/study leave. 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.

(b) Within two (2) months from the end of the research/ study leave a Member shall submit a written report to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate, and the Vice-President (Academic) as to the scholastic and professional activities undertaken during that leave. Copies of the report shall also be provided to the Chair/Library Department Head/Coordinator and the Vice-President (Academic).

26.20 Members on research/study leave are encouraged, but not required, to leave the University during part or all of their period of leave. Should Members choose to stay at the University while on research/study leave, the Employer shall continue to provide normal support services, except that an office shall be provided upon availability.

26.21 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.

26.22 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 advise the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) the proposed absence and its duration and further ensure that the proposed arrangements for meeting his/her obligations and responsibilities are acceptable to the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate. Such leave shall not exceed two (2) weeks except with the approval of the Vice-President (Academic).

26.23 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 from his/her normal responsibilities, a Member shall advise his/her Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) of the impending absence and shall ensure that proposed arrangements for meeting obligations and responsibilities are acceptable to the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate.

26.24 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.

26.25 Political Leave

- (a) 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/Associate Vice-President (Student Services)/Director/University Librarian within a reasonable time so that the Dean/Associate Vice-President (Student Services)/Director/University Librarian may make arrangements deemed necessary in order to ensure that the Member's responsibilities can be carried out during the nomination and election campaigns.
- (b) A Member who has become a candidate for political office shall consult and receive the approval of his/her Dean/Associate Vice-President (Student Services)/Director/University Librarian 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:
- i) For election to the federal Parliament - six (6) weeks.
 - ii) For election to the Legislature of Manitoba - four (4) weeks.
 - iii) For election as Mayor of the City of Winnipeg - four (4) weeks.
 - iv) For election as Reeve of any municipality in the Winnipeg area or to other municipal office - two (2) weeks.

26.26 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.

26.27 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.

26.28 Unpaid Leave of Absence

Leave of absence without salary may be granted to a Member for a period of time mutually agreeable to the Employer and the Member. Leave of absence without salary shall not be withheld unreasonably or in a discriminatory manner.

26.29 Leave of absence without salary may be granted for a period of up to two (2) years, except as provided for political leave in Clauses 26.25 to 26.27. Extension of a leave of absence without salary beyond two (2) years may be granted by the Employer after consultation with the Member's Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services) /Director/University Librarian concerned.

26.30 (a) A Member taking a leave of absence without salary 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.

(b) A Member taking a leave of absence without salary 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 26.30 (d), received by Members with the same rank during the period of leave.

(c) A Member taking a leave of absence without salary 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 26.30 (d), received by Members with the same rank during the period of leave.

(d) The application of career development increments provided for in sub-clauses (a), (b) and (c) 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.

26.31 A Member taking leave of absence without salary pursuant to Clauses 26.26, 26.28 to 26.30 shall have the right to participate at his/her own expense in employee benefit plans unless prohibited from doing so by the plan(s).

26.32 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 Department/Unit and upon approval of the Dean/Associate Vice-President (Student Services)/Director/University Librarian. 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/Library Department Head/Coordinator or Associate Vice-President (Student Services), as appropriate.

26.33 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 18.

26.34 A Member on partial leave shall:

- (a) continue both as a member of the academic staff and a Member of the bargaining unit;
- (b) be entitled to pro-rated credits toward tenure or continuing appointment and promotion;
- (c) be entitled to pro-rated credits towards eligibility for research/study leave pursuant to Clause 26.06;
- (d) be entitled to pro-rated benefits where applicable;
- (e) receive such adjustments to his/her salary as changes in this Agreement during the period of the partial leave specified, and shall be eligible for the pro-rated career development increments to his/her salary; and,
- (f) be entitled to return to a full workload on one (1) month's notice to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, or at the beginning of the next academic term, as appropriate.

26.35 Administrative Leave for Chairs

(a) After a continuous period of administrative service of five (5) years, each Chair shall be entitled to administrative leave as follows:

- (i) 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 taken immediately following the end of the five (5) year term as Chair;
- (ii) 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 (80%) percent of base salary taken between the two terms as Chair.

(b) After a continuous period of administrative service of three (3) consecutive years, each Chair shall be entitled to administrative leave as follows:

- (i) 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. Upon return from re-assimilation leave the Member will retain the research/study leave eligibility credits held prior to becoming a Chair.
- (ii) 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) Upon completion of their term as Chair Members with a maximum accumulation of five (5) years of accumulated service credits towards eligibility research/study leave who have returned from a re-assimilation leave for a least one (1) but not more than two (2) years may claim an additional year of service credit in order to be eligible for either a full or half research/study leave in the second or third year following the re-assimilation leave and clear any such credits. Following this research/study leave service credits shall start to accumulate.

(d) Members on re-assimilation leave or administrative leave must file a proposal of leave activities with the Dean prior to commencing the leave.

Service in an Acting Chair capacity shall be counted in determining the eligibility. The date at which the administrative leave commences shall be by agreement with the Dean. The provisions of Clauses 26.09 through 26.14 shall apply to Members on administrative leave. The one-year leave for a Chair to serve as U.W.F.A. President or Grievance Officer pursuant to Clause 22.13 shall not constitute an interruption of service and shall count as a year towards an administrative leave. Service in an Acting Chair capacity pursuant to Clause 22.13 shall be counted in determining eligibility for research/study leave but not for administrative leave.

26.36 Educational Leave

Educational leave shall be available for Members who wish to:

- (a) upgrade their professional qualifications;
- (b) attempt to complete programmes of study in order to better qualify themselves for internal transfers;
- (c) attempt to complete programmes of study in order to allow a higher level of professional and instructional

flexibility; or,

(d) attempt to complete an extensive review of the Member's field of expertise.

26.37 Members shall make application by submitting a proposed programme of study to the Chair/Library Department Head/Coordinator or Director by October 1st for leave commencing the following academic year. The Chair/Library Department Head/Coordinator or Director will forward his/her recommendations regarding the request to the Dean/Director/University Librarian. The Dean/Director/University Librarian 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. The President shall make a decision on the request and inform the Member at least five (5) months in advance of the leave. "Within two (2) months from the end of the educational leave a Member shall submit a written report to the Dean/Associate Vice-President (Student Services)/Director/University Librarian, as appropriate, and the Vice-President (Academic) as to the educational activities undertaken during that leave."

26.38 Maternity/Adoption Leave

The provisions for maternity/adoption leave shall be as follows:

(a) In order to qualify a Member must

(i) hold a probationary, tenured or continuing appointment or have completed at least twelve (12) consecutive months of service with an appointment of at least 50% of a normal workload immediately prior to the date on which the proposed leave commences ;

(ii) submit to the Dean/Associate Vice-President (Student Services) / Director / University Librarian an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the proposed leave;

(iii) in the case of a maternity leave, provide the Dean/Associate Vice-President (Student Services)/Director/University Librarian with a certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of her delivery;

(iv) in the case of adoption leave, provide the Dean/Associate Vice-President (Student Services)/Director/University Librarian with evidence of a legal adoption and that the Member is the primary care giver of the child.

(b) A Member who qualifies is entitled to a maternity/adoption leave consisting of:

(i) a period not exceeding seventeen (17) weeks except as described below;

(ii) in the case of maternity leave, a period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified on the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

(c) During the period of maternity/adoption leave the Member who has applied for and received maternity/adoption leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause 26.38 (a), is entitled to a maternity/adoption leave allowance as follows (weekly salary = annual salary/52 weeks):

(i) for the first two (2) weeks the Member shall receive ninety-five percent (95%) of the Member's weekly salary;

(ii) for a maternity leave of up to a maximum of fifteen (15) additional weeks, the Member shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of his/her weekly salary; (for leaves commencing on or after September 1, 1996 the Member shall receive ninety-five percent (95%) of the Member's weekly salary);

(iii) for an adoption leave the Member shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of the Member's weekly salary for a maximum of up to ten (10) additional weeks, and if;

1) the adopted child is six (6) months of age or older at the time of the child's placement with the Member for the purpose of adoption; and

2) the medical practitioner or the agency that placed the child certifies that the child suffers from a physical,

psychological or emotional condition that requires an additional period of parental care; then the Member shall receive payments equivalent to the difference between the Employment Insurance benefits he/she is in receipt of and ninety-five (95%) percent of his/her weekly salary for each additional week he/she is in receipt of Employment Insurance benefits to a maximum of five (5) additional weeks. (iv) the combination of SUB payments, E.I.C. benefits plus any earnings received from all sources can not in respect of any week exceed ninety-five percent (95%) of the Member's weekly salary (for leaves commencing on or after September 1, 1996 the amounts can not exceed ninety-five percent (95%) of the Member's weekly salary).

(d) The maternity leave must commence no later than the date of delivery. The adoption leave will commence during the week in which the adoption takes place. The leave must be taken in one consecutive period.

(e) The Member is required to return to work upon the expiration of the maternity/adoption leave or any additional parental leave for an equivalent period of service to the maternity/adoption leave taken. Members receiving the maternity/adoption leave benefits will be required to sign an agreement acknowledging that failure to return to work for the time period specified above will result in a requirement for repayment of the salary received during the leave.

(f) 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/adoption leave allowance payable. The period of leave, up to a maximum of seventeen (17) weeks, shall be credited towards years of service in the calculation of pension benefits.

26.39 Parental Leave

A Member is entitled to and shall be granted parental leave of up to seventeen (17) consecutive weeks providing:

- (a) (i) the Member is a female and is the natural mother of the child or assumes actual care and custody of her new born child;
- (ii) the Member is a male and is the natural father or assumes actual care and custody of his new born child;
- (iii) the Member assumes the actual care and custody of his/her adopted child;
- (iv) the Member holds a probationary, tenured or continuing appointment or has completed at least twelve (12) consecutive months of service immediately prior to the date on which the proposed leave commences;
- (v) the Member submits to the Dean/Associate Vice-President (Student Services) an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the proposed leave;
- (b) the parental leave must commence no later than the first anniversary date of the birth or the date on which the child comes into the actual care and custody of the Member;
- (c) a Member taking parental leave, in addition to maternity leave, must commence the parental leave immediately following the maternity leave without a return to work;
- (d) a Member taking parental leave, in addition to adoption leave, must commence the parental leave immediately following the adoption leave without a return to work;
- (e) a parental leave shall be treated as a leave of absence without pay for the purposes of this Collective Agreement.

26.40 Compassionate Leave

A Member shall be granted up to three (3) working days absence with full compensation in the case of:

- (a) critical illness in the Member's immediate family; and/or,
- (b) death in the immediate family.

Immediate family is defined as spouse (including common-law and/or same sex spouse), child or children (including children of common-law and/or same sex spouse), mother, father, brother, sister, spouse's mother and spouse's father. 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/Library Department Head/Coordinator or Associate Vice-President (Student Services) so that arrangements can be made to carry on the Member's duties during the period of absence.

26.41 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 appropriate Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) in advance.

26.42 Sick Leave

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 first one hundred percent (100%) salary and benefits for the first one hundred and eighty (180) calendar days following which time the benefits of the Long Term Disability (LTD) plan shall come into effect. Members shall notify their Chair/Library Department Head/Coordinator/Associate Vice-President (Student Services) or Director who shall notify their Dean/Associate Vice-President (Student Services)/Director/University Librarian of their absence and its probable duration as soon as is reasonably possible. Members may be required to submit a medical certificate to cover illnesses or injuries which cause more than five (5) working days absence. The University may require the Member to obtain a second medical opinion from a physician mutually agreed upon by the Director of Human Resources and the Member either during a period of sick leave or prior to a return to regular duties. In the event that the Director of Human Resources and the Member are unable to agree upon a physician, the Member shall select from a list, mutually agreed upon by the President of U.W.F.A. and the Director of Human Resources, containing a maximum of five physicians who are specialists in the areas related to the illness/injury. Such agreement shall not be unreasonably withheld. The Member will authorize his/her physician to release medical information to the physician to release medical information to the physician so selected. The University shall pay the medical costs associated with the second medical opinion. After one hundred and eighty (180) calendar days sick leave, a Member is entitled to a maximum of two (2) years sick leave without pay if he/she is not eligible for benefits under the Long Term Disability plan. 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 18 and after consultation with the Member and the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services).

(For injuries related to automobile accidents see the Letter of Understanding regarding M.P.I.C. Wage Loss Replacement Benefits.)

26.43 Holidays

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

New Year's Day ----- August Civic Holiday

Good Friday-----Labour Day

Easter Monday-----Thanksgiving Day

Victoria Day-----Christmas Day

Canada Day (July 1)---Boxing Day

and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government. When 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.

Remembrance Day shall be a paid holiday if it falls on a regular working day.

(b) A "floating" paid holiday shall be observed in lieu of Easter Monday. The President shall declare by March

1st the day the floating holiday is to be observed as a paid holiday in that year for all Members.

(c) A Member shall be entitled to three (3) additional paid bona fide religious holidays when they do not coincide with the holidays named above.

(d) A Member requiring religious leave additional to the leave in sub-clause (c) above shall, prior to September 30 each year or when employment begins after the beginning of the Fall Session in September within thirty (30) calendar days of active employment with the University, inform the Dean/Associate Vice-President (Student Services) in writing the days required for such leave. The Dean/Associate Vice-President (Student Services) shall grant such leave and the leave shall be without pay.

26.44 Vacations

A Member appointed on a twelve (12) month basis shall be entitled to an annual vacation of twenty-five (25) working days which may be taken in one (1) or more parts. A Member appointed on a part-time basis or for less than twelve (12) months shall have his/her vacation entitlement prorated. Vacations may be taken at any time provided they do not interfere with the Member's teaching/professional duties. 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/Library Department Head/Coordinator or Associate Vice-President (Student Services), and the Dean/Associate Vice-President (Student Services)/Director/University Librarian. 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. If a holiday set out in Clause 26.43 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 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/Associate Vice-President (Student Services)/Director/University Librarian 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 through the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services) and the Dean/Associate Vice-President (Student Services)/Director/University Librarian to the appropriate Vice-President. The Vice-President shall forward his/her recommendation as well as the 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 CDI's 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. A Member on reduced appointment shall receive credited service for the formula pension as if on full-time status.

27.09 The contribution 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 has been on reduced appointment during the eligibility period pursuant to Clause 26.02, shall be entitled to a research/study leave pursuant to Clause 26.06 with salary calculated in accordance with the provisions of Clauses 26.09 or 26.10 and on the basis of the actual salary.

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 26.44. 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:

- (a) the Member's current base salary rate;
- (b) the Member's initial actual salary on the effective date of the reduced appointment;
- (c) the effective commencement date of the reduced appointment;
- (d) the duration of the reduced appointment;
- (e) percentage of workload;
- (f) the workload responsibilities of the Member;
- (g) 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 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 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 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 necessary, however any amendment must be subject to the mutual agreement of the Parties.

35.02 Through representation on the Employment Equity Advisory Committee, the Association will actively participate in the following aspects of the program:

- (a) development of a University policy on Employment Equity;
- (b) development and implementation of an ongoing communications program designed to educate the University community;
- (c) conducting 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;
- (d) development of applicant tracking systems and a system to record and store the information;
- (e) development of systems to record and maintain the employee data;
- (f) development, promotion, implementation and maintenance of a self identification survey document;
- (g) external workforce data acquisition and analysis;
- (h) establishment of employment equity goals for hiring, training and promotion;
- (i) establishment of a work plan to achieve employment equity goals;
- (j) adoption of special measures to ensure achievement of goals;
- (k) establishment of a climate favourable to ensure the successful integration of designated group members;
- (l) adoption of monitoring procedures to review progress and results.

35.03 Faculty/Unit Committee on Employment Equity (FCEE)

A Faculty/Unit Committee on Employment Equity will be established by the University for each Faculty/Unit with members appointed by the President, in consultation with the President of the Association. The Committee will make provide reports and make recommendations to the appropriate Dean/Associate Vice-President (Student Services) and to the Vice-President (Academic) through the Employment Equity Officer. The FCEE shall be composed of no more than seven (7) members and shall be gender balanced. Where possible at least one (1) member of the committee shall be of aboriginal ancestry, a member of a visible minority group or person with a disability. The FCEE shall have the following responsibilities:

- (a) the implementation of an ongoing education program within the Department/Faculty/Unit in consultation with the EEAC;
- (b) the implementation of specific components of the Employment Equity Program in consultation with the EEAC, pursuant to 35.02 (c), (h), (i) and (l), within the Department/Faculty/Unit;
- (c) monitor the progress toward the establishment and achievement of employment equity goals within the Faculty/Unit;
- (d) provide advice and assistance from an Employment Equity perspective to the Dean/Associate Vice-President (Student Services) with respect to appointments made under Article 23;
- (e) act as a liaison between the Employment Equity Consultants and the Employment Equity Officer.

35.04 In order to implement an effective Employment Equity Program the University will establish a rotational roster of trained Equity Consultants serving three (3) year terms. The roster will contain a sufficient number of trained Employment Equity Consultants and will be maintained by the Employment Equity Officer on an annual basis. One (1) Employment Equity Consultant and one (1) alternate shall be selected by the Department/Unit

prior to initiation of all search/hiring activities. The Employment Equity Consultant or, when unavailable, the alternate shall sit as a non-voting member of the Department's DPC/Search Committee. 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 time lines. To this end the Employment Equity Consultant shall

- (a) participate as a non-voting member at all meetings of the DPC/Search Committee in the appointments process described in Article 23 and provide advice to the Committee on the process from the aspect of employment equity;
- (b) forward an assessment and indicate any concerns from an employment equity perspective about each of the appointments procedures, including the advertisement, the pool of candidates, qualifications for the position, short listing of applicants, the interviews and the basis for the final recommendation, to the FCEE and the Dean/Associate Vice-President (Student Services) as they arise; and
- (c) prepare a report to the FCEE and through it to the appropriate Vice-President, the Employment Equity Officer, and the Dean/Associate Vice-President (Student Services)/Director/University Librarian on the Department/Unit's recommendation for any appointment with respect to the Department's efforts to observe and achieve employment equity goals or targets.

35.05 In the event that the FCEE and/or the Employment Equity Officer report a Department/Unit's procedures to be unfair and inconsistent with the Department/Unit's employment equity goals, then the appropriate administrative officer (including the appropriate Vice-President) may intervene at any stage of the process.

ARTICLE 29: BENEFITS

29.01 Except as modified by Memoranda of Agreement:

(a) 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 and the Dental Plan for the duration of the Collective Agreement unless changed by recommendation of the Joint Employee Benefits Committee or Pension Committee and approved by the Board of Regents.

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

29.02 (a) The Human Resources Department shall provide to each Member a comprehensive pamphlet or pamphlets setting out in detail the positions of all the benefit plans described in Clause 29.01.

(b) 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 (a).

(c) Within five (5) working days of receipt of same, the Employer shall provide the President of the Association with a copy of each actuarial report on the pension fund.

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

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

3 representatives from AESES;

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

1 representative from I.U.O.E.;

1 representative from the Confidential, Managerial and Professional employees excluded from the bargaining units and;

3 representatives appointed by the President. Annually, and as changes are made, the Association shall be notified of the membership of the Joint Employee Benefits Committee.

(b) 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.

(c) 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.

(d) The Committee shall be provided with the necessary information and documents relevant to the examination described in this Clause and make such recommendations as it deems appropriate to the Parties.

29.04 Travel and Professional Development Allowance

(a) Whereas the Employer expects that Members may attend workshops, study sessions or conferences necessary to communicate and extend 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).

(b) Effective April 1st in each year, and commencing 1997, the Employer shall make available a sum of one thousand and six (\$1,006) to each Member for travel and professional development. Effective April 1, 2000 this amount shall be increased to \$1,026. This 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. A Member while on leave pursuant to Clauses 26.24, 26.25 and 26.38 - 26.42 shall not have access to the funds.

(c) 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 (a) provided he/she presents the Vice-President (Academic) with receipts or records of purchase of items or of travel and travel related expenses.

(d) A Member shall present an application for travel to the Dean/Associate Vice-President (Student Services)/Director/University Librarian who shall approve it provided that such travel is for the purposes

specified in Clauses 29.04 (a) and (c) and provided further that the Member's obligations and responsibilities are covered during his/her absence.

(e) Except for travel, a Member may draw on these funds to defray his/her legitimate expenses pursuant to Clause 29.04 (c) at any time that the Member has accumulated receipts totalling \$250 or more.

(f) A Member may request the Vice-President 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.

(g) Members travelling on authorized University business, except those travelling under the provisions of Clause 29.04 (a) and (c) shall be reimbursed for incurred expenses in accordance with current University policy.

29.05 A Member may elect to carry over the unexpended portion of his/her TPDA into the next fiscal year provided that this portion is not less than one hundred and fifty dollars (\$150) and the Member notifies the Vice-President (Academic) in writing, by March 31, of the fiscal year in which the unexpended portion has been accumulated. A Member who elects to carry over TPDA into the next fiscal year shall also be eligible for carry over of TPDA to a third consecutive fiscal year. At the conclusion of the third fiscal year carryover to a fourth consecutive year will not be permitted.

29.06 Tuition Scholarships

The Employer will establish and maintain a University Tuition Scholarship Fund 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 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 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 at the first day of classes for the term in which the applicant is applying for the Tuition Scholarship. The Tuition Scholarship Fund will be administered by the Employer and will provide scholarships for credit courses leading to the applicant's first undergraduate degree. For the purpose of this clause the University of Winnipeg B. Education degree shall be considered as a first undergraduate degree. Scholarships will apply only to credit courses completed at the University of Winnipeg or where the University of Winnipeg Bachelor of Education Programme requires students to complete courses offered by another institution. The scholarships shall be dispersed in June and in August of each academic year and equal to the tuition fees paid for courses which the applicant has completed with the grade of C or better within the academic terms immediately preceding the disbursement. Tuition fees shall not include special charges associated with certain courses, such as supplementary course service fees, travel costs, student association fees, caution fees or any other charges or expenses added to the normal standard fees. The University shall keep an account of these special fees that will not be included in the tuition scholarships awarded to students. Upon request the Association will be provided with a copy of these excluded fees. The maximum value of scholarship support available to an applicant will be the minimum number of full course equivalents required to complete one undergraduate degree program at the University of Winnipeg as defined by Senate regulations. Applicants are required to pay all fees according to the University's normal schedule of fees and associated deadlines.

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.

29.08 Physical Education/Recreation Facilities

Members, their spouses (including common-law and/or same sex spouse) and children (including children of 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 The Employer shall continue the Research Committee. Policy formulation shall continue on a consultative basis with designated faculty committees.

29.10 Purchases fo>

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work to facilitate the purchase of individual computer equipment and accessories for Members through use of TPDA or research grant funds.

29.11 Convocation / University Official Ceremonies

The Employer will pay fifty percent (50%) of the cost of the renting academic regalia for Members who attend convocation.

ARTICLE 30: DISCIPLINE

30.01 Discipline, including suspension and/or dismissal, of a Member shall be only for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. Discipline for any offence (including sexual harassment), shall be subject to the grievance procedure in Article 32.

ARTICLE 31: INTERRUPTION OR TERMINATION OF EMPLOYMENT

31.01 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 according to The University of Winnipeg Pension Plan. Requirements with respect to the effective date of the retirement and/or the length of notice may be waived by mutual agreement between the Member and the Dean/Associate Vice-President (Student Services)/Director/University Librarian .

(b) Early retirement according to The University of Winnipeg Pension Plan upon three (3) months' notice. Length of notice may be waived by mutual agreement between the Member and the Dean / Associate Vice-President (Student Services) / Director / University Librarian.

(c) Resignation

i) Six (6) months' notice for a Faculty, Counsellor, Instructor, or Athletic Therapist Member with resignation effective August 31st.

ii) One (1) month's notice for all other Members.

iii) Requirements with respect to the effective date of the resignation and/or length of notice may be waived by mutual agreement between the Member and the Dean/Associate Vice-President (Student Services)/Director/University Librarian.

(d) Expiration of a term appointment in accordance with the provisions of Article 23.

(e) Expiration of a probationary appointment following a denial of tenure or continuing appointment in accordance with the provisions of Article 23 and Article 25.

(f) Termination of a probationary appointment at the end of an academic year, based on annual performance evaluation or for just and sufficient cause.

(g) 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 that Article.

(h) Suspension and/or dismissal for cause in accordance with Article 30.

ARTICLE 32: GRIEVANCE AND ARBITRATION

32.01 A grievance shall be any dispute or difference arising out of the alleged violation, application, administration or interpretation 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.

32.02 Unless otherwise specified in this Article, written communications delivered to the Board and/or to the Association shall be sent to the President of the University in the case of the Board, and to the President of the Association in the case of the Association. All written communications required by these procedures shall be delivered by receipted registered mail or receipted hand delivery.

32.03 (a) Types of Grievances

- i) An Individual Grievance is a grievance initiated by a single Member or involving a single Member against the Board.
- ii) A Group Grievance is a grievance concerning two (2) or more Members involving the same dispute against the Board.
- iii) A Policy Grievance is a grievance initiated by the Association against the Board which may but need not relate to an actual dispute involving an individual Member or group of Members.
- iv) A Board Grievance is a grievance initiated by the Board against the Association.

(b) Process Requirements All grievances must be properly carried through all previous steps of the grievance procedure except that the following grievances shall be filed at Step II of this procedure:

- i) Policy Grievances
- ii) Board Grievances
- iii) Grievances arising from Articles 23, 24 and 25
- iv) Grievances arising from loss of employment, lay-off, or suspension of a Member.

32.04 The Association alone shall have the right to initiate Policy Grievances. Individual Grievances shall be initiated only by a Member. A Group Grievance may be initiated by either the Association or a group of Members.

32.05 (a) 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.

(b) In the event that a Policy Grievance is processed successfully in arbitration pursuant to this Article, the arbitrator shall have the jurisdiction to grant remedies to individual Members in respect of losses sustained by them arising from the breach which is the subject matter of the Policy Grievance.

32.06 A Policy Grievance, a Group Grievance or an Individual Grievance shall not be withdrawn from formal procedure except with the written consent of the Association.

32.07 The accredited Association Grievance Officer shall be entitled to investigate and process grievances during the regular working day.

32.08 The Board 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 his/her own grievance or the grievance of any other Member.

32.09 The Board shall provide the accredited Association Grievance Officer with access to information required

for the purpose of investigating and processing a grievance.

32.10 The Association 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.

32.11 Steps of the Grievance and Arbitration Procedure

(a) Step 1: The Parties agree to use every reasonable effort to encourage the informal, amicable and prompt resolution of grievances. To this end, any Member or group of Members may submit a formal grievance to the Dean/Associate Vice-President (Student Services)/Director/University Librarian within twenty (20) working days of the date the event(s) giving rise to the grievance occurred or within twenty (20) working days of the date upon which the grievor knew or ought to have known of the event(s) giving rise to the grievance, whichever is later. A formal grievance shall be in writing and shall specify the Article(s) and Clause(s) alleged to have been violated and the nature of the remedy sought. No later than five (5) working days following receipt of the grievance, the Dean/Director/University Librarian and the Director of Human Resources shall meet with the Association Grievance Officer and the grievor(s) and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the grievor(s), the Association Grievance Officer, the Director of Human Resources and the Dean/Associate Vice-President (Student Services) /Director/University Librarian within ten (10) working days of the date the grievance was submitted to the Dean/Associate Vice-President (Student Services)/Director/University Librarian. The Director of Human Resources shall forward a copy of the settlement to the Association Grievance Officer, the grievor(s) and the President for the Board within two (2) working days of the countersigning. In the event that no settlement is reached, the Dean/Associate Vice-President (Student Services)/Director University Librarian shall forward, in writing to the grievor, the Association Grievance Officer and the Director of Human Resources, his/her reasons for denying the grievance, within four (4) working days of the expiry of the aforementioned ten (10) working day period.

(b) Step II: 1. Grievance Against the Board

If the formal procedure described in Step I is unsuccessful in resolving the grievance, or if the grievance falls within the matters outlined in Clause 32.03 (b), the Association Grievance Officer or the grievor(s) through the Association pursuant to Clause 32.04 may submit the grievance to the President by registered mail or receipted hand delivery, within thirty-five (35) working days of the date the event(s) giving rise to the delivery occurred, or within thirty-five (35) working days of the date upon which the grievor(s) knew or ought to have known of the event(s) giving rise to the grievance, or within ten (10) working days of the expiry of Step I time limits, whichever is later. No later than five (5) working days following receipt of the formal grievance, the President shall meet with the Director of Human Resources and the Association Grievance Officer, who may be accompanied by the grievor(s), and shall make every reasonable effort to resolve the grievance. If the Association submits a Policy Grievance to the Board, the President shall meet with the Director of Human Resources, Association President and the Association Grievance Officer, and shall make every reasonable effort to resolve the grievance. In the event that a settlement is reached, it shall be immediately reduced to writing and countersigned by the President and the Association Grievance Officer or the Association President, as is appropriate, with a copy sent by the President within two (2) working days to the grievor(s) in the case of Individual and Group Grievances. In the event that no settlement is reached within ten (10) working days of the date of the first meeting at this stage, the President shall forward, in writing to the Association President, the Association Grievance Officer and the Director of Human Resources with a copy sent to the grievor(s) in the case of the Individual and Group Grievances, his/her reason(s) for denying the grievance within two (2) working days of the expiration of the aforementioned (10) working day period. Should a settlement not be reached, the Association may refer the matter to Step III.

(c) Step II: 2. Grievance by the Board

A formal Board grievance shall be in writing and shall specify the Article(s) and Clause(s) alleged to have been violated and the nature of the remedy sought. The grievance shall be forwarded by registered mail or receipted

hand delivery to the Association President within thirty-five (35) working days of the date the event(s) giving rise to the grievance occurred or within thirty-five (35) working days of the date upon which the Board or its agents knew or ought to have known of the event(s) giving rise to the grievance. No later than five (5) working days following receipt of the grievance, the Association President and the Association Grievance Officer shall meet with the President and the Director of Human Resources to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the Association President and the President. In the event that no settlement is reached within ten (10) working days of the date of the first meeting, the Association President shall forward, in writing, to the President, his/her reasons(s) for denying the grievance within two (2) working days of the expiration of the aforementioned ten (10) working day period. Should a settlement not be reached, the Board may refer the matter to Step III.

(d) Step III: Arbitration

Either Party shall be entitled within fifteen (15) working days of the date upon which denial of the grievance is received by the Association or the Board, pursuant to Clause 32.11 (b), to forward written notice by registered mail or receipted hand delivery to the President or the Association President, that it intends to proceed to arbitration with the grievance. In this event, the provisions of Clause 32.12 through Clause 32.17 shall apply.

32.12 Appointment of Single Arbitrator

(a) Within seven (7) working days of receipt of the notice described in Clause 32.11 (d), the President and the Association President shall meet to appoint an arbitrator to hear and decide upon the grievance.

(b) The Parties agree that the following persons shall serve as single arbitrator on a rotating basis:

- i) Martin Freedman
- ii) John Scurfield
- iii) Paul Teskey
- iv) Jack Chapman

(c) The persons specified in Clause 32.12 (b) 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.

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

32.13 Arbitration Board

A three (3) person arbitration board shall be convened in the event of any grievance regarding:

- (a) Article 7: Academic Freedom; or,
- (b) Article 24: Promotion; or,
- (c) Article 25: Tenured and Continuing Appointment.

Within seven (7) working days of receipt of notice to arbitrate, pursuant to Clause 32.11 (c), each Party shall advise the other of the academic nominee. An academic nominee shall be defined as one who would qualify for membership in the Association pursuant to the Certificate (Appendix 2) and shall include academic administrators pursuant to Clauses 21.01 and 21.02. The chair shall be selected from the list and in the manner provided in Clause 32.12. The Parties may agree to select an arbitration board to resolve any other matter referred to arbitration. The procedures for an arbitration board shall be those set out for a single arbitrator.

32.14 Time Limits

The Parties may agree to extend any time limits in either the grievance or arbitration procedures. In addition, the arbitrator shall have the power to provide a remedy against non-compliance with time limits.

32.15 Technical Irregularities

No technical violation or irregularity in the grievance and arbitration process shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the arbitrator.

32.16 Duties and Powers of the Arbitrator

- (a) The arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the Agreement.
- (b) Where an arbitrator determines that a Member has been discharged or otherwise disciplined by the Board for just cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator seems just and reasonable in all the circumstances.
- (c) Without limiting the generality of Clause 32.16 (b), the arbitrator shall have the power to award compensation to individual Members even where a dispute originated as a Policy Grievance.
- (d) The arbitrator shall have the duty and power to adjudicate all matters in dispute including questions of the arbitrability of an issue.

32.17 Costs

In all cases, the costs of a single arbitrator or, in the case of an arbitration board, the cost of the chair shall be shared equally between the Parties. The cost of presenting the case to arbitration and the cost of each Party's academic nominee shall be borne by the respective Parties.

ARTICLE 33: REDUNDANCY

33.01 Programme 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 The Board may proceed with a declaration of a programme redundancy only on the recommendation of Senate. A programme is defined as a course of study (major/Bachelor of Education teaching area/conventionally recognized subdiscipline) 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 programme redundancy exists pursuant to Clause 33.03.

33.03 Programme redundancy may be declared only for bona fide academic reasons as recommended by Senate which may recommend that the programme be eliminated or reduced. Senate may recommend redundancy only after providing each Department/Programme potentially affected with 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.

33.04 A declaration of programme redundancy shall be made by the Board by sending written notice indicating the programme to be terminated or reduced and detailed reasons for the programme 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: (a) three (3) Members appointed by the Association; (b) three (3) Board members appointed by the Board; and, (c) 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 other methods of alleviating the bona fide programme redundancy and make recommendations to the Board, including but not limited to research/study leaves, early retirement and reduced load. It shall be the responsibility of the Redundancy Committee, in consultation with the Dean and the Department(s)/Programme(s) involved, to determine which Member(s) are affected by the redundancy; and, in consultation with the Dean/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 programme the following options:

- (a) voluntary early retirement if the Member is age fifty- five (55) or more;
- (b) 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;
- (c) transfer to an administrative vacancy in the University for which he/she is or can reasonably become qualified;
- (d) voluntary separation;
- (e) where a vacancy exists, transfer to a different subdiscipline within the Department where the redundancy has occurred and as required up to one (1) year retraining;
- (f) 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 (b), (c), or (e), and the Member does not wish to accept (a), (d), or (f), the Member shall be laid-off pursuant to Clause 33.13.

33.10 A Member who accepts a transfer to another Department/Unit 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 programme 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 (c) 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: (a) i) eighteen (18) months' notice in writing or any equivalent combination of notice plus salary; and ii) 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.

(b) 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/Unit 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 twelve (12) months after accepting the recall offer. A laid-off Member's rights to recall shall cease with the acceptance of an offer pursuant to this subclause if the Member has accepted a leave for retraining pursuant to Clause 33.10.

(c) 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/Associate Vice-President (Student Services)/Director/University Librarian, 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 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 programme 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 (a) - (f).

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 IV.

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 renewal of a probationary or 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 Accounting 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:

- (a) confirm it (under whatever conditions it chooses to impose); or,
- (b) reject it.

34.05 (a) 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 Universities Grants Commission, members of the non-judicial Manitoba Civil Service, and members of the Manitoba Legislature.

(b) 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. 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:

- (a) whether the lay-off of Members is a reasonable type of cost-saving, in view of the University's academic goals;
- (b) 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;
- (c) whether all reasonable means of improving the University's revenue position (eg. borrowing, deficit

financing, the sale of real property not essential to the academic function) have been explored and implemented;

(d) whether every effort has been made to secure further assistance from the provincial government;

(e) whether proposed reduction in the academic staff complement is consistent with enrollment projections;

(f) whether all means of reducing the academic staff complement, such as early retirement, voluntary resignation, voluntary transfer to reduced time status and redeployment (including the integration of continuing education into normal teaching duties), etc., have been explored and implemented; and,

(g) whatever other matters it considers relevant.

The Financial Commission is required to inquire into and answer each of (a) through (f) above, as well as any other specific questions developed under (g) above. The Commission may consult with any person or group of persons from inside or outside the University, and may consult with any University Department/Unit.

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 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. After 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 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. The Board shall be bound by these 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 have been undertaken, Members may be laid off.

34.12 (a) Preliminary discussions that designate the areas of the contraction of academic positions in the bargaining unit shall take place in an Exigency Review Committee (ERC), which shall consist of the following members only: the Vice-President (Academic), the Dean/Associate Vice-President (Student Services), the Dean of the Faculty of Arts and Science, the Assistant and/or Associate Deans in that Faculty, the Chairs of Departments in that Faculty, the University Librarian, the Director of Counselling Services, the Coordinator of the Programme in Recreation and Athletic Studies, and the Director of the Bachelor of Education Programme. The Committee shall elect its own chair.

(b) 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)/Unit(s) in which the necessary contraction of positions can be made with the least damage to the academic programme. The ERC shall forward its recommendation to the Senate, within forty (40) working days of its establishment. The

Dean/Associate Vice-President (Student Services)/Director/University Librarian may forward their own recommendations to Senate. The ERC shall remain in existence, and retain its jurisdiction to initiate 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.

(c) Within twenty (20) working days of receipt of the report of the ERC, the Senate shall consider the recommendations of the Dean/Director(s)/University Librarian, and the Exigency Review Committee, and shall designate the Department(s)/Unit(s) in which the contraction of positions shall occur.

34.13 Within Departments/Units 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 (c) and secondly, seniority.

34.14 For each Department/Unit 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 (c). The Staff Lay-off Committee will be composed as follows:

(a) For lay-offs in academic Departments in the Faculty of Arts and Science:

i) The Dean of the Faculty of Arts and Science, or his/her designate, as chair.

ii) The Chair of the Department.

iii) One (1) representative for every three (3) members of the Department 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.

iv) Two (2) representatives from other Departments named by the Dean.

v) Two (2) representatives from other Departments named by the Department concerned, elected by secret ballot.

(b) For professional Units:

i) The Vice-President, or his/her designate, as chair.

ii) The Director of Counselling Services, or the University Librarian, or the Director of the Bachelor of Education Programme, or the Director of Recreation and Athletic Services, as appropriate.

iii) 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.

iv) Two (2) representatives from other Department(s) named by the appropriate Vice-President.

v) Two (2) representatives from other Departments named by the Unit concerned, elected by secret ballot.

(c) For purposes of this Article only, Head shall be defined as the Chair of a Department in the Faculty of Arts and Science/Coordinator of the Programme in Physical Activity and Sport Studies/University Librarian/Director of Counselling Services/Director of the Bachelor of Education Programme/Director of Recreation and Athletic Services, as appropriate.

(d) The Staff Lay-off Committee shall require the Head of the Department/Unit in question to recommend according to the criteria in Clause 34.13, the Member(s) of the Department/Unit 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.

(e) 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/Unit 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:

- (a) 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.
- (b) 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:

(a) 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.

(b) 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:

- (a) upon retirement to pension; or,
- (b) when the laid-off Member indicates, in writing, to the University that he/she no longer wishes to be considered for recall; or,
- (c) until the laid-off Member has been offered and has refused, a position in his/her Department/Unit.

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:

- (a) notice as specified in Clause 34.17 (a); and,
- (b) 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 (b) who are laid-off, shall receive all of:

- (a) notice as specified in Clause 34.17 (b); and,
- (b) 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 (b), 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 IV.

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

a) Effective April 1, 1997 there shall be a salary scale adjustment for each of the following ranks: Lecturer, Assistant Professor, Coach, Librarian 1, Librarian 2, Librarian 3, Librarian 4, Instructor 1, Instructor 2, and Instructor 3. Each Member who is currently employed on or after the date of signing of this Collective Agreement, shall receive a salary scale adjustment to his/her base salary rate. The salary adjustment shall be to the greater of his/her base salary effective March 31, 1997 or a years in rank placement salary. The placement salary shall be equal to the value of the floor of the salary range for that rank plus:

- i) the number of years in that rank, to a maximum of the number of full increments provided in Clause 28.08 a), multiplied by the value of the full increment as indicated in the April 1, 1997 salary schedule; and
- ii) the remaining number of years in rank, to a maximum of the number of half increments provided in Clause 28.08 a), multiplied by the value of the half increment, if any, as indicated in the April 1, 1997 salary schedule.

The above mentioned years in rank shall be the number indicated on the 1996 information listing provided to the U.W.F.A. by the Employer. If the Member's salary at March 31, 1997 is equal to or higher than the salary resulting from the aforementioned calculation, the Member's salary shall not change.

b) Effective April 1, 1998 there shall be a salary scale adjustment for the rank of Associate Professor. Each Member at the rank of Associate Professor, who is currently employed on or after the date of signing of this Collective Agreement, shall receive a salary scale adjustment to his/her base salary rate. The salary adjustment shall be to the greater of his/her base salary effective March 31, 1998 or a years in rank placement salary. The placement salary is equal to the value of the floor of the salary range for the Associate Professor rank plus:

- i) the number of years in that rank, to a maximum of the number of full increments provided in Clause 28.08 a), multiplied by the value of the full increment as indicated in the April 1, 1998 salary schedule; and
- ii) the remaining number of years in rank, to a maximum of the number of half increments provided in Clause 28.08 a), multiplied by the value of the half increment as indicated in the April 1, 1998 salary schedule.

The above mentioned years in rank shall be the number indicated on the 1997 information listing provided to the U.W.F.A. by the Employer. If the Member's salary at March 31, 1998 is equal to or higher than the salary resulting from the aforementioned calculation, the Member's salary shall not change.

c) Effective April 1, 1999 a salary scale adjustment to the base salary rate of each Professor shall be calculated. The salary adjustment shall be to the greater of his/her base salary effective March 31, 1999 or a years in rank placement salary. The placement salary is equal to the value of the floor of the salary range for the Professor rank plus:

- i) the number of years in that rank, to a maximum of the number of full increments provided in Clause 28.08 a), multiplied by the value of the full increment as indicated in the April 1, 1999 salary schedule; and
- ii) the remaining number of years in rank, to a maximum of the number of half increments provided in Clause

28.08 a), multiplied by the value of the half increment as indicated in the April 1, 1999 salary schedule.

The above mentioned years in rank shall be the number indicated on the 1998 information listing provided to the U.W.F.A. by the Employer. If the Member's salary at March 31, 1999 is equal to or higher than the salary resulting from the aforementioned calculation, the Member's salary shall not change.

Effective April 1, 1999 seventy-five percent (75%) of the salary scale adjustment shall be implemented. Effective April 1, 2000, the remaining twenty-five percent (25%) of the salary scale adjustment shall be implemented, prior to the application of the April 1, 2000 salary scale adjustment in d) below.

d) Effective April 1, 2000 the salary scale adjustment of 2% shall be applied to the base salaries of Members prior to the implementation of career development increments. A revised salary scale for the period April 1, 2000 to March 31, 2001 is included in Clause 28.07.

For the year ending March 31, 2001, the salary raise of 2% scheduled in Article 28.07 shall apply unless the CPI, defined hereafter, is in excess of 2%. In the event that the CPI, defined hereinafter, is in excess of 2%, then the salary schedule for April 1, 1999 to March 31, 2000 (Year Three), including all base salaries of Members, floors, thresholds, and ceilings, will be increased by a percentage computed according to the following formula:

The formula is as follows:

$$2\% + (\text{CPI increase} - 2\%) / 2 = \text{the percentage increase}$$

It is agreed that the total percentage increase will not exceed five (5%) per cent.

The CPI increase is defined as an amount equal to the percentage increase resulting from the mean average of the twelve (12) monthly Consumer Price Index figures for the period March 1, 1999 to February 28, 2000 (Winnipeg Region all items) compared to the mean average twelve (12) monthly Consumer Price Index figures for the period March 1, 1998 to February 28, 1999.

For example, if the CPI increase were 6%, the overall percentage increase to be applied to the Year Three salary schedule would be 4%; if the CPI increase were 4%, then the overall percentage increase would be 3%; if the CPI increase were 10%, then the overall percentage increase would only be 5%.

28.03 Career Development Increment

A Member who is currently employed on or after the date of signing of this Collective Agreement and whose performance has been satisfactory shall receive a career development increment effective April 1st of 1997, 1998, 1999, and 2000. Implementation of the April 1, 1997 career development increment is delayed until September 16, 1997. 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. In a year in which an annual evaluation is not required, the previous annual activity report and annual evaluation shall be utilized. The value of the career development increment shall be determined according to the appropriate chart in Clause 28.07 or the appropriate prorated portion for part-time appointments or for term appointments of less than 12 months. Where a career development increment is withheld, in whole or in part, the President shall advise the Member in writing of the reason(s) for withholding the career development increment pursuant to Articles 24 and 14.

28.04 Promotion Adjustments

Effective the date of signing of this Collective Agreement, 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.

28.05 Merit

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. A Member's personal salary thresholds in that rank shall be increased by the equivalent of one (1) full career development increment for that rank for each merit award received in that rank prior to April 12, 1994. Merit awards will not affect the maximum salary ceiling. Merit awards, if any, received after April 12, 1994 will not affect a Member's base salary rate, salary thresholds or maximum salary ceiling. The decision to award merit shall be made by the President after consultation with the appropriate Vice-President, the Dean/Associate Vice-President (Student Services) /Director/University Librarian who shall have consulted with the Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services). The President shall advise the Member, in writing, of the merit award and of the reason(s) for the award. The President shall provide, in writing, to the President of the Association, the names of those Members who received merit awards together with the amount each received.

28.06 Market Supplement

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 Dean/Associate Vice-President (Student Services)/Director/University Librarian and the appropriate Chair/Library Department Head/Coordinator or Associate Vice-President (Student Services), 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. 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. As market supplements are blended into the base salary, the value of the market supplement shall change in accordance with the general salary adjustments provided in Clause 28.01 (B). These adjustments to the market supplement shall be recorded for salary history purposes.

28.07 The salary schedules shall be:

[effective April 1, 1997 to March 31, 1998](#)

[effective April 1, 1998 to March 31, 1999](#)

[effective April 1, 1999 to March 31, 2000](#)

[effective April 1, 2000 to March 31, 2001](#)

28.8 (a) Career Development Plan: The salary range for each rank would have the following approximate number of possible increments in each range from the Salary Floor to the Salary Threshold 1 or 2, as is appropriate. The number of increments does not reflect the number of increments an individual Member may experience in the Member's progression through the salary range.

Rank/Classification

Lecturer

- ten (10) full increments

Assistant Professor

- twelve (12) full increments

Associate Professor

- nine (9) full increments
- nine (9) half increments

Professor

- nine (9) full increments
- nine (9) half increments

Librarian I

- two (2) full increments

Librarian II

- ten (10) full increments

Librarian III

- fourteen (14) full increments

Librarian IV

- nine (9) full increments
- nine (9) half increments

Instructor I

- three (3) full increments

Instructor II

- fifteen (15) full increments

Instructor III

- nine (9) full increments
- nine (9) half increments

Coach

- eighteen (18) full increments

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 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 shall be \$5,592 Effective April 1, 2000 the amount shall be \$5,704. The stipend for a course less than a full course shall be calculated on a pro-rated basis.

(b) Chair/Library Department Head

A Member who is a Chair of a Department or a Library Department Head shall be paid a stipend equal to the amount established for one (1) half course overload stipend, pro-rated monthly.

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 twice per month on the Friday nearest the 15th (or if the 15th falls on a weekend, the Friday immediately preceding the 15th) and on the last Friday nearest the end of the month.

ARTICLE 36: DURATION AND CONTINUANCE

36.01 This Agreement shall commence April 1, 1997 and terminate March 31, 2001. 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.

LETTER OF UNDERSTANDING

Between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- AND -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: DAYS OFF WITHOUT PAY PROGRAM

April 1, 1997 - March 31, 1998

The Parties to the Collective Agreement hereby agree to the implementation of a Days Off Without Pay Program similar to the recently concluded days off under Bill 22. Should legislation similar to Bill 22 be passed, the Parties have agreed that any days off taken under the provisions of this Letter of Understanding will be counted as days off taken under the legislation, if any.

The Days Off Without Pay Program shall consist of six (6) days off without pay for the period April 1, 1997 to March 31, 1998. These days off may be carried forward to the period April 1, 1998 to March 31, 1999. For all Members appointed for twelve (12) months or less, there will be no days off in the period ending March 31, 1998 and no deductions from pay. The days off without pay will be taken by individual Members providing the days off do not interfere with a Member's teaching responsibilities. The days off taken by Members may also be observed in the form of partial days off. The days off without pay shall not be considered as a lay-off referred to in Clause 31.01.

There shall be no days off without pay during the period April 1, 1998 to March 31, 2001 (optional reference to 2002), excluding carry over. Pension and other staff benefits coverage and contributions will be handled in the same manner as with the Bill 22 days off.

Deductions from pay will be based on the appropriate rates in effect from April 1, 1997 to March 31, 1998. The formula for the calculation of the six (6) days without pay is six (6) days divided by 261 working days or 2.2988%. Deductions from pay for the days off without pay will be spread as evenly as possible during the available pay periods from April 1, 1998 to March 31, 1999 and be based on the Member's earnings from April 1, 1997 to March 31, 1998. Salary increases retroactive to the period April 1, 1997 to March 31, 1998 will also be subject to the deduction from pay formula. Members will receive an annual accounting of the days off without pay deductions.

Dated this 6th day of May, 1998

FOR THE BOARD OF REGENTS

M. P. Hanen

Keith Black

FOR THE ASSOCIATION

Allen Mills

Reg Skene

LETTER OF UNDERSTANDING

between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- and -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE : SEXUAL HARASSMENT

The Parties to the Collective Agreement hereby agree that in order to provide greater certainty about the intent of the Sexual Harassment Policy the following information is confirmed:

- 1) The Administrator in 15 (3) (a) of the Policy shall not have access to the confidential case files of the Sexual Harassment Officer.
- 2) A Member who is a complainant may place the record of resolution provided under sections 15 (2) and 15 (3) of the Policy in his/her personnel file.
- 3) A Member who is a respondent may place the record of resolution provided under section 15 (2) of the Policy in his/her personnel file.
- 4) In keeping with Clauses 8.04 and 30.01 a Member may provide his/her representative with a copy of any materials received by the Member that are related to the proceedings at any stage.

This Letter of Understanding shall continue in effect until these clarifications are contained in the Sexual Harassment Policy.

DATED this 12th day of April, 1994.

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WINNIPEG**

Margaret E. McPherson

Marsha P. Hanen

**FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

Richard Noble

Ed Byard

LETTER OF UNDERSTANDING

between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- and -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE : EARLY RETIREMENT PLAN

The Parties hereby agree that the Employer will establish an Early Retirement Plan for employees of the University and that the Association waives its rights under clause 9.02 regarding the establishment of such a Plan. The Parties also agree that the terms and conditions of this Early Retirement Plan or the effects of discontinued future pension contributions to the University of Winnipeg Pension Plan (resulting from the early retirements) will not be challenged by the Association or its Members under the provisions of Articles 12 or 32 of the Collective Agreement. This Letter of Understanding will have no application with respect to a previous Early Retirement Plan implemented by the Employer, or to any current or previous dispute or concern raised by the Association regarding the implementation of that previous Early Retirement Plan.

DATED this 12th day of April, 1994.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WINNIPEG

Margaret E. McPherson

Marsha P. Hanen

FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION

Richard Noble

Ed Byard

LETTER OF UNDERSTANDING

between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
-and-
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: ACADEMIC FREEDOM

The University and the U.W.F.A. agree that in any case of alleged harassment or discrimination which involves a U.W.F.A. Member as complainant or respondent, the following procedure will be used if the Member believes that his or her words or actions are protected by academic freedom, but the responsible conciliator, mediator or administrator does not agree. A panel will be struck to advise the University with respect to the issue of academic freedom, consisting of two members of the Member's discipline from outside the University, and, as Chair, Martin Freedman (or, if he is not available, the first arbitrator available in the order listed in the applicable Collective Agreement). The U.W.F.A. and the administration will attempt to reach agreement on the choice of the two disciplinary members. Failing mutual agreement as to the two nominees, one nominee shall be selected by the U.W.F.A. and one by the administration. Use of this procedure shall in no way restrict or preclude the Member's right to grieve any actions taken by the Employer, either in the course of implementing this procedure or in other matters associated with the incident that leads to the use of this procedure.

Signed this 10th day of January, 1992

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WINNIPEG**

H. Sector

M. P. Hanen

**FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

Hugh Grant

Kristine Hansen

LETTER OF UNDERSTANDING

between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- and -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: MANITOBA PUBLIC INSURANCE CORPORATION - WAGE LOSS REPLACEMENT BENEFITS

Effective March 1, 1994 the Manitoba Public Insurance Corporation provides wage loss replacement benefits resulting from automobile accidents regardless of the existence of sickness and injury benefits provided by employers. The Parties to the Collective Agreement agree that employees should not receive combined wage loss benefits in excess of 100% of sick leave salary from these two sources for the same absence from work. To this intent the Parties agree that an employee who qualifies for wage loss replacement benefits from the Manitoba Public Insurance Corporation, shall receive a top-up sick leave benefit equal to the difference between the employee's sick leave salary for the period of absence from work related to the injury and the M.P.I.C. wage loss replacement benefits. This top-up sick leave benefit shall replace regular sick leave salary, but for the purposes of the Collective Agreement the employee shall be considered as on sick leave.

The Parties also agree that this new situation will require some consideration should frequent delays be encountered in the M.P.I.C. wage loss replacement benefits.

During the employees absence normal pension and benefit contributions shall be continued, based on regular sick leave salary.

The Parties will meet and attempt to resolve any future problems which may arise out of the implementation of this Letter of Understanding.

Dated this 1st day of April, 1995

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WINNIPEG**

Terry Voss

M. P. Hanen

**FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

Tim Babcock

LETTER OF UNDERSTANDING

Between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- AND -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: INTEGRITY IN RESEARCH AND SCHOLARSHIP

The Parties to the Collective Agreement hereby agree to the following provisions with respect to the University's Policy and Procedures on Integrity in Research and Scholarship:

1. The Association shall be consulted as part of the automatic triennial review of this policy and in any interim reviews authorized by the Board or the President.
2. In so far as it is practicable and reasonable within the limits of the University budget, The University will provide space for the retention of research and scholarly materials.
3. The member who accompanies may be a Member of the Association.
4. The University and the Members shall take such steps as may be necessary and reasonable to maintain confidentiality of all proceedings.

Dated this 24th day of June, 1996

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WINNIPEG**

M. P. Hanen

Robert Purves

**FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

Ed Byard

Alden Turner

LETTER OF UNDERSTANDING

Between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- AND -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: CLAUSE 20.02

The Parties to the Collective Agreement hereby agree that in any one academic year the proportion of non-Members under Clause 20.02 may further increase to 35% due to staffing requirements resulting from early retirements immediately prior to or during that academic year.

Dated this 24th day of June, 1996

FOR THE BOARD OF REGENTS

M. P. Hanen

Robert Purves

FOR THE ASSOCIATION

Ed Byard

Alden Turner

LETTER OF UNDERSTANDING

Between

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
- AND -
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION**

RE: EMPLOYMENT EQUITY PROGRAM

The Parties to the Collective Agreement hereby agree to the following program implementation dates:

1. The Faculty/Unit Committee on Employment Equity Committee (FECC) shall be established by September 1, 1998.
2. The training of a roster of Employment Equity Consultants listed in Clause 35.04 shall be completed by December 31, 1998.

Dated this 6th day of May, 1998

FOR THE BOARD OF REGENTS

M. P. Hanen

Keith Black

FOR THE ASSOCIATION

Allen Mills

Reg Skene

LETTER OF UNDERSTANDING
between
THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG
and
THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION

RE : PAY EQUITY FOR WOMEN

The Parties hereby agree to establish a Joint Women's Pay Equity Committee consisting of two (2) persons representing the Association and two (2) persons appointed by the President of the University. The Committee shall investigate and report on the extent of pay inequities between men and women by examining and inquiring into all data and information it considers relevant to determining whether systemic or individual inequities exist in the institution.

The committee shall complete its work by April 1, 1999.

The committee shall make recommendations as to the required corrective action, if any, which recommendations may include, but not be limited to, adjusting the Member's base salary by adjusting the Member's years in rank.

If the recommendations of the committee would result in pay adjustments that would not otherwise be remedied by adjustments made in the pay of any affected Member by April, 1999, as a result of changes made in the current collective agreement, the Employer and the Association agree to make joint recommendation to the Province or its delegated funding body requesting additional specific funding to implement the recommendations of the committee on the dates recommended by the committee.

Dated this 6th day of May, 1998

FOR THE BOARD OF REGENTS

Keith Black

Marsha P. Hanen

FOR THE ASSOCIATION

Allen Mills

Reg Skene

CERTIFICATE NO. MLB-3563

The Manitoba Labour Board HEREBY CERTIFIES to all parties concerned that The University of Winnipeg Faculty Association, is the properly chosen bargaining agent for a unit described as:

"All persons employed by The University of Winnipeg holding tenured, probationary, sessional or continuing appointment status, with the position of Instructor, Lecturer, Assistant Professor, Associate Professor, Professor, Professional Librarian, Counsellor in the Counselling Services, Director of Theatre, Co-ordinator of Recreation and Athletic Studies, Supervisor of Student Teaching; Assistant Director (Academic) Computer Services, Coaches and Athletic Therapists employed in the Recreation and Athletic Studies program, excluding:

- (a) members of the Board of Regents, President, Vice-Presidents, Associate Vice-Presidents, Assistant Vice-Presidents, Assistants to the President, Deans, Associate Deans, Assistant Deans, all other Directors, Associate Directors, Assistant Directors, Chief Librarian, Associate Chief Librarians, Assistant Chief Librarians, Registrar, Associate Registrars, Assistant Registrars, Information Officers, Awards Offices,
- (b) *full-time employees holding appointments contractually limited to less than one academic year (September to August) who are either replacing faculty members on sabbatical leave or temporarily filling a position, *but anyone employed in the same or a similar capacity for a second academic year (September to August) within a three-year period following the commencement of the first year shall be included in the bargaining unit,
- (c) employees whose primary gainful employment is outside the University who teach one course plus any required laboratory section appropriate to that course,
- (d) *those, other than Department Chairmen, teaching one course plus any required laboratory section appropriate to that course, who are full-time employees of the University, but whose non-teaching duties (other than research) represent their primary responsibilities,
- (e) *all other employees not included in (c) or (d) above who teach one course plus any required laboratory section appropriate to that course and who have not been employed for two successive years in that capacity,
- (f) those employed in the Collegiate Division,
- (g) those primarily employed in the Faculty of Theology,
- (h) those primarily employed in the Institute of Urban Studies,
- (i) those hired only as part of the Continuing Education Programme or as part of the Inter-Universities North Programme,
- (j) Post-Doctoral Fellows and Research Associates, and,
- (k) visiting Professors",

EXPLANATORY NOTES:

1. All persons employed in the positions referred to in paragraphs (b), (d), and (e) prior to September 1st, 1980, shall be included in the bargaining unit.

"Temporarily filling a position" as set out in paragraph (b) relates to a position which:

- (i) The University of Winnipeg has designated as temporary for not more than two academic years. Thereafter, said position shall be deemed to be a permanent position and included in the bargaining unit.
- (ii) is permanent, but as a result of an emergency such as death, retirement, et cetera, becomes vacant and for which temporary appointment is made by The University of Winnipeg to fill the vacancy while a permanent appointment is in the process of being made. When the permanent appointment is made, the incumbent shall be included in the bargaining unit.

And such bargaining agent and employer are entitled to exercise the rights conferred upon them and are subject to the provisions of the Act.

DATED AT WINNIPEG, Manitoba this eleventh day of February, 1981, and signed on behalf of the Manitoba Labour Board by

J.M.P. Korpesho, REGISTRAR

