UNIVERSITY
OF MANITOBA

University of Manitoba - University of Manitoba Faculty Association

2017 - 2021 Collective Agreement

COLLECTIVE AGREEMENT

BETWEEN
THE UNIVERSITY OF MANITOBA
AND
THE UNIVERSITY OF MANITOBA
FACULTY ASSOCIATION

April 1, 2017 - March 31, 2021

THIS AGREEMENT MADE THIS 26TH DAY OF MARCH, 2018

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION

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PREAMBLE

The parties hereto recognize that the main purposes of the University are: to promote the disinterested pursuit of truth and advancement of knowledge; to promote the generation and transmission of knowledge with proper consideration given to the need for an educated citizenry and for meeting the needs of society through the learned professions; and to give appropriate consideration to society's needs for expert advice as well as pure and applied research.

OBJECTIVES

The objectives of this Agreement are to promote harmonious relations between the Employer and Members in order to achieve the above purposes, and to facilitate the peaceful settlement of all disputes, misunderstandings and grievances.

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement the following terms shall be defined as provided by this Article:

1.1 "Academic appointment" shall mean an appointment with the University with the rank of librarian, associate librarian, assistant librarian or general librarian, senior instructor, instructor II, instructor I, professor, associate professor, assistant professor or lecturer but not including adjunct professor or those with visiting status.

1.2 "Academic librarian" shall mean a Member with the rank of librarian, associate librarian, assistant librarian or general librarian.

1.3 "Academic session" shall mean Summer Sessions 1 and 2, or the combination of the first and second terms.

1.4 "Academic staff members with academic librarian rank" shall mean all academic librarians in the libraries holding full-time appointments, reduced appointments (s. 10.1) or half-time appointments (s. 10.18.2) at the rank of general librarian, assistant librarian, associate librarian or librarian".

1.5 "Academic staff members with faculty rank" shall mean all individuals in a department holding full-time academic appointments, reduced appointments (s. 10.1) or half-time appointments (s. 10.18.2) at the rank of instructor I, instructor II, senior instructor, lecturer, assistant professor, associate professor or professor.

1.6 "Academic year" shall mean the twelve (12) month period commencing the first day of July and ending the thirtieth day of the following June.

1.7 "Appointment status" shall mean the combination of a Member's rank, appointment type (probationary, continuing or with tenure), accumulated research/study leave credits, salary and, for the purposes of Article 28, effective date of appointment.

1.8 "Appointment with tenure" for faculty members shall mean a full-time, reduced (s. 10.1) or half-time (s. 10.18.2) academic appointment that continues until retirement or until otherwise terminated in accordance with the provisions of this Agreement.

1.9 "Association" shall mean the University of Manitoba Faculty Association.

1.10 "Base salary rate" for Members shall mean the regular annual salary rate associated with his/her full-time academic appointment.

1.11 "Board of Governors" and "Board" shall mean the Board of Governors of the University of Manitoba. For the purpose of Article 18.C.1, 18.C.4, 19.C.4.1, 19.C.5.1, and 19.C.6.1, "Board of Governors" and "Board" shall be meant to include the President, should the Board delegate its authority in relation to these sections to the President.

1.12 "College" means a college within a faculty.

1.13 "Contingent appointment" shall mean a full-time academic appointment principally dependent upon the availability of non-operating funds.

1.14 "Continuing appointment" for academic librarians and instructors shall mean a full-time academic appointment given independent of rank which may be terminated as provided in this Agreement.

1.15 "Dean" shall mean the dean of a faculty or his/her delegate or a person authorized to act in that capacity. For the purposes of this Agreement, whenever "dean/director" is used, it shall be interpreted as the dean of a faculty, the director of a school or the University Librarian.

1.16 "Dental Clinical Staff" shall mean all academic staff members with faculty rank in the Faculty of Dentistry who are registered and licenced under the Manitoba Dental Act or any successor Act.

1.17 "Department" shall mean a department in a faculty or school established by the University. For a faculty or a school not organized into departments, "department" shall be interpreted to mean "faculty" or "school".

1.18 "Department head" shall mean the head of a department or his/her delegate or a person authorized to act in that capacity. For a faculty or a school not organized into departments, "department head" shall be interpreted to mean "dean" or "director". For the libraries, "department head" shall mean head of a department,

head of a regional library, coordinator, assistant director or associate director or University Librarian, as appropriate.

1.19 "Director" shall mean the director of a school and the University Librarian, or his/her delegate or a person authorized to act in that capacity.

1.20 "Discontinuance" and "discontinuation" shall mean the termination of a probationary appointment or an appointment with tenure by the University without the consent of the appointee in accordance with the procedures prescribed in Article 28.

1.21 "Dismissal" shall mean the termination of an appointment by the University without the consent of the appointee as follows: for a faculty member having an appointment with tenure, prior to retirement, except under the provisions of Article 28; for a faculty member having a term appointment, prior to the end of the stated contractual period; and for a faculty member having a probationary or contingent appointment, without the required notice.

1.22 "Employer" shall mean the University of Manitoba.

1.23 "Faculty" shall mean an academic unit which is administered by a dean and shall include Extended Education and Student Services.

1.24 "Faculty member" shall mean a Member with the rank of professor, associate professor, assistant professor or lecturer.

1.25 "Faculty/School Council" shall mean Faculty/School Council as defined in the Senate By-Laws. The composition of the Faculty/ School Council shall be as defined by the Senate By-Laws.

1.26 "First term" and "Fall term" shall normally mean the period from the first day of September to the thirty-first day of December.

1.27 "Full-time appointment" shall mean an appointment with a normal workload, for a minimum of twelve (12) calendar months.

1.28 "Half-Time Appointment" shall mean the appointment status provided to a Member who elects a fifty percent (50%) reduction of duties and continues on a half-time appointment in accordance with s. 10.18.2.

1.29 "Individual appointment year" shall mean the twelve (12) month period commencing with the effective date of the Member's academic appointment.

1.30 "Instructor" shall mean a Member with the rank of senior instructor, instructor II or instructor I.

1.31 "Meeting in Committee" means a meeting of Members as set out in the Agreement, where Members are present and able to participate during the course

of the meeting. Presence and participation may be in person, by conference call or any other technological means available to ensure a real time presence and ability to participate. Only those Members so present may vote on recommendations and/or decisions arising from the Meeting.

1.32 "Member" shall mean an employee who is a member of the bargaining unit as defined by Certificate No. MLB 6968 including members of the bargaining unit who are on reduced appointments (s. 10.1) or half-time appointments (s. 10.18.2).

1.33 "Part-time appointment" shall mean an appointment for an academic year with less than normal workload.

1.34 "Part-time sessional appointment" shall mean an appointment with less than a normal workload for a specified period of time of less than twelve (12) months' duration.

1.35 "President" shall mean the President of the University or his/her delegate or a person authorized to act in that capacity.

1.36 "Probationary appointment" for academic librarians and instructors shall mean an initial full-time academic appointment for a specified period on a probationary basis where the Member will normally be considered for a continuing appointment before the end of his/her maximum probationary period as provided in Articles 17 and 34.

1.37 "Probationary appointment" for faculty members shall mean a full-time academic appointment which confers probationary status on a faculty member and which ends in the granting of a tenured appointment or in termination of the appointment.

1.38 "Provost and Vice-President (Academic)" shall mean the Provost and Vice-President (Academic) of the University or his/her delegate or a person authorized to act in that capacity.

1.39 "School" shall mean an academic unit (not including the libraries) which is administered by a director.

1.40 "Second term" and "Winter term" shall normally mean the period from the first day of January to the thirtieth of April.

1.41 "Sessional appointment" shall mean an appointment for a specified period of time of less than twelve (12) months' duration and with a normal workload.

1.42 "Suspend" shall mean to discontinue or reduce such of the duties, salary and privileges of a faculty member as his/her dean/director shall recommend while staff benefits are continued.

1.43 "Tenure" shall mean the right granted to some faculty members which results in the continuation of the faculty member's academic appointment until retirement or until otherwise terminated.

1.44 "Term appointment" shall mean a full-time academic appointment for a contractually limited period carrying no implication that the Member will be considered for a continuing appointment or an appointment with tenure which terminates automatically at the end of the specified period and is subject, in the case of faculty members, to the provisions of s. 19.C.5.

1.45 "Termination" shall mean the ending of a Member's full-time employment with the University in accordance with the provisions of this Agreement by: resignation (Articles 17, 19, 34); the giving of notice to Members not holding tenured appointments (Articles 17, 19, 34); the advent of the end date of term and contingent appointments (Articles 17, 19, 34); discontinuance (Article 28); retirement (Articles 10); and dismissal (Articles 17, 19, 34).

1.46 "University" shall mean the University of Manitoba.

ARTICLE 2. RECOGNITION

2.1 The University, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members described in Certificate No. MLB 6968 for whom the Association is the bargaining agent.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Subject to the provisions of this Agreement, the Association acknowledges the right of the University to operate and manage the University in all respects in accordance with its commitments, responsibilities and obligations; to plan and direct its operations and employees and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights and privileges conferred on the University and/or the Board of Governors of the University by the *University of Manitoba Act*, R.S.M. 1987, c.U60, and amendments thereto, or by any other *Act*.

ARTICLE 4. PAST PRACTICES

4.1 With respect to matters not covered by this Agreement, the Board of Governors 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 by-laws or policies as of the effective date of this Agreement.

4.2 Subject to conditions hereinafter set forth, the Board agrees that, during the term of this Agreement, it shall not establish new by-laws or policies which effect a general change in terms or conditions of employment of Members, without the agreement of the Association.

This section is subject to the following conditions:

4.2.1 The provision of support services (other than those that are the subject of this Agreement or any letters of understanding collateral to this Agreement or as required by law) including, but without limiting the generality of the foregoing, telephone services, telecommunication services, office supplies, photocopying and other duplicating services and support staff shall not be considered a term and condition of employment for the purposes of this Article; and

4.2.2 The Board is not obligated to replace any Member who leaves the University as the result of retirement, leave, suspension, termination, death or dismissal.

4.3 Where a Member seeks to rely on any general past 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.

4.4 For greater certainty, but without restricting the generality of the protections in this Article provided for Members and the Association, this Article precludes the University from:

4.4.1 Establishing any new guidelines, by-laws, policies, or procedures approved by the Board, President or a Vice-President or changing any existing guidelines, by-laws, policies, or procedures approved by the Board, President or Vice-President where the policy has disciplinary consequences for Members or which affect the rights, duties, and responsibilities of Members as set forth in sections 17.A.2, 19.A.2 and 34.1, without previously consulting the Association; and

4.4.2 Establishing any new guidelines, by-laws, policies, or procedures approved by the Board, President or a Vice-President or changing any existing guidelines, by-laws, policies, or procedures approved by the Board, President or a Vice-President which impose conditions on Members' access to facilities and use of services other than those mentioned in s. 4.2.1 without previously consulting the Association.

4.4.3 The consultation referred to in sections 4.4.1 and 4.4.2 requires the University to forward to the Association a copy of any proposed guideline, by-law, policy or procedure referred to therein and to give the Association two (2) months or forty (40) working days, whichever is longer, from the date of its receipt of the proposal to provide the University with the Association's comments in writing of the proposal. The time period may be extended with the mutual agreement of the University and the Association.

ARTICLE 5. ASSOCIATION BUSINESS, USE OF UNIVERSITY FACILITIES AND LIAISON AND LABOUR/MANAGEMENT RELATIONS COMMITTEE

5.1 **Association Business**

Duly authorized representatives of the Association shall be permitted to transact official business of the Association with Members or official representatives of the University on University property provided such business shall not interfere with or interrupt normal University operations.

5.2 **Association Meetings**

A Member shall have the right to participate in meetings of the Association as long as such participation does not interfere with or interrupt the Member's performance of his/her primary duties to the University.

5.3 **University Facilities and Services**

The use of University facilities by the Association for single events, e.g. meetings, shall be subject to existing University policy on the use of facilities.

5.4 **Liaison**

Representatives, including the President of the University and the President of the Association or their designates, shall meet at least once annually and at other times at the call of either party at a mutually agreeable time to discuss matters of concern to the parties. Each party shall submit to the other, not less than five (5) working days before the scheduled date of the meeting, a list of particular matters to be discussed. No more than six (6) representatives from each party shall attend such meetings. Matters that would normally be dealt with in Article 32, Grievance Procedure and Arbitration, shall not be the subject matter of these meetings.

5.5 In their dealings with each other with respect to the application of provisions of this Agreement, the University and the Association shall act reasonably, fairly and in good faith.

5.6 Nothing in s. 5.5 requires the Association to make any waivers, exemptions or exceptions with respect to a Member of the Association where the Association has a bona fide belief that doing so would adversely affect the interests of the Association or other Members.

5.7 Nothing in s. 5.5 in any way derogates from the duties of the University under s. 80 of the *Labour Relations Act*, R.S.M. 1987, c.L10 and s. 19.A.2.2 of this Agreement.

5.8 **Labour/Management Relations Committee**

5.8.1 **Committee:** The Association and the University acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a Labour/Management Relations Committee consisting of three (3) representatives from each Party.

5.8.2 **Purpose:** The purpose of the Committee shall be to provide a means by which to facilitate and promote co-operation, understanding, confidence, and harmonious relations between labour and management.

5.8.3 **Mandate:** The Committee shall be entitled to discuss any matter which is mutually agreed by the Parties to be of mutual benefit or concern but shall not have the power to add to or modify the Collective Agreement.

5.8.4 **Meetings:** The Committee shall meet as often as is mutually determined by the Parties. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

ARTICLE 6. INFORMATION

6.1 **Information on Members**

The University agrees to provide the Association with the following information in print form, except for s. 6.1.1 and s. 6.1.3.2 which will be provided in print and in electronic form:

6.1.1 The University shall provide the Association with a monthly list stating the full name, employee number, rank and salary, amount of dues deducted, department, and employment start date of each Member. Any changes in the membership of the bargaining unit shall be indicated on the monthly list.

6.1.2 Within twenty-one (21) calendar days of a written request from the Executive Director of the Association, the Director of Staff Relations shall provide the Executive Director of the Association with all information as required by statute.

6.1.3 The University shall provide the Association with the following specific information:

6.1.3.1 Monthly, a report on changes in the appointments of Members. This report shall include: the full names, employee numbers and departments of Members and the effective dates of each renewal or change in appointment, a tenured or a continuing appointment, or promotion.

6.1.3.2 Within twenty-one (21) calendar days of a request by the Association, a list of Members stating full name, employee number, rank, years in rank, sex, department, year of birth, type of appointment, date of first full-time University of

Manitoba appointment, date of first full-time appointment as a Member, base salary, stipends paid in accordance with Article 31, year of first and highest degree, and highest degree. No more than two requests shall be made in any academic year.

6.1.3.3 Annually, a list of all Members by department/faculty/school/the library who have been granted leave pursuant to Articles 21 and/or 22, the type of leave and the effective dates of the leave.

6.1.3.4 Within fourteen (14) calendar days of its acceptance by the Board, an electronic copy of the annual financial report of the University.

6.1.3.5 Where the University communicates with all Members by way of a general communication, either directly (e.g. mail, e-mail, voicemail) or indirectly (e.g. University website, media release), it shall provide a copy of the communication to the Association at the same time.

6.1.3.6 Within ten (10) working days of a request, the University shall provide to the Association an electronic copy of the Class Schedule Report, including corresponding instructors of record.

6.1.4 The University shall make available to the Association, upon written request to the Director of Staff Relations and within a reasonable time thereafter, information on Members not provided in s. 6.1.1, s. 6.1.2 or s. 6.1.3 hereof. It is understood that this section shall not be construed to require the University to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

6.2 **Information Related to Collective Bargaining**

The University and the Association agree to make available to the other party, upon written request to the Director of Staff Relations or the Executive Director of the Association and within a reasonable time thereafter, information which is reasonably required for the negotiation of an Agreement. It is understood that this section shall not be construed to require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

6.3 **Information Provided by the Association**

The Association agrees to provide the University with the following information:

6.3.1 Copies of any mailings from the Association to either all its Members or all members of the bargaining unit which are not deemed to be confidential by the Association, to be sent to the University at the same time as the general mailing;

6.3.2 Copies of any statements made public by the Association;

6.3.3 An up-to-date list of the Executive of the Association and any subsequent changes.

ARTICLE 7. BENEFITS

7.1 **Staff Benefits**

7.1.1 The present staff benefits consisting of the University of Manitoba Pension Plan (1993), Group Term Life Insurance Plan, Group Term Dependent Insurance Plan, Accidental Death and Dismemberment (Basic), Accidental Death and Dismemberment (Voluntary), University of Manitoba Long-Term Disability Income Plan, Group Health Insurance Policy 20778 GH (including the Health Care Spending Account), Group Dental Plan Policy 67000, and the University Employee Assistance Program shall continue to cover eligible Members for the duration of this Agreement.

7.1.1.1 The Health Care Spending Account annual maximum shall be:

i) $725.00, effective April 1, 2017;
ii) $725.00, effective April 1, 2018;
iii) $725.00, effective April 1, 2019;
iv) Amount to be determined pursuant to Appendix 'I', effective April 1, 2020.

7.1.2 The Staff Benefits Committee shall include five (5) representatives appointed by the Association.

7.1.3 All Members shall receive a summary of all benefits mentioned in s. 7.1.1 hereof.

7.2 **Tuition Fee Remission**

7.2.1 Members are eligible for tuition fee remission in accordance with sections 7.2.2, 7.2.3, 7.2.4 and 7.2.5.2.

7.2.2 When a Member applies for registration in a credit course or a professional or career development course or a seminar offered by the University or another university or institution, whether within or outside the country, for which he/she intends to apply for tuition fee remission, the Member shall first obtain the written authorization of his/her dean/director which is subsequently approved by the Provost and Vice-President (Academic). The taking of such a course shall not interfere with the Member's primary University duties.

7.2.3 A Member may be eligible for tuition fee remission for a program of study leading to a graduate degree/diploma offered by the University or another university or institution, whether within or outside the country, for the purposes of a change in academic specialization which has been recommended in writing by the dean/director and is subsequently approved by the Provost and Vice-President (Academic).

7.2.4 Upon successful completion of a credit course or a professional or career development course or a seminar or a degree/diploma program authorized as in s. 7.2.2 or s. 7.2.3 of this Article, the Member shall be entitled to remission of the tuition fee for such a course or program in an amount not to exceed the tuition payable for the equivalent or comparable course or program offered at the University. Applications for remission of fees shall be submitted to the Director of Learning and Development Services.

7.2.5 In addition, for courses authorized as in s. 7.2.2 and s. 7.2.3 of this Article:

7.2.5.1 The normal criteria for admission shall apply.

7.2.5.2 There shall be no remission of special charges associated with such courses or registration, e.g. travel programs, UMSU fees, caution fees, textbooks and supplies, medical/dental insurance and U Bus Pass and any other expenses that are added to the usual tuition fees.

7.2.5.3 The University reserves the right to refuse to register a Member in a credit course or degree/diploma program if a fee-paying student would be denied registration as a result of the registration of the Member.

ARTICLE 8. HOLIDAYS

8.1 The following days shall be considered holidays: New Year's Day, Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by the Federal, Provincial, or University authorities.

8.2 When any of the aforementioned holidays falls on a Saturday or Sunday, the President or his/her delegate shall designate another working day as the holiday.

8.3 A Member will not receive additional remuneration in the event he/she chooses to work on a holiday.

8.4 Regularly scheduled classes will not be held on a holiday and only essential services will be provided by the University.

8.5 A "floating" paid holiday shall be observed in lieu of Easter Monday. The President or his/her delegate shall declare by March 1st the day the floating holiday is to be observed as a paid holiday for all Members.

ARTICLE 9. VACATIONS

9.1 A vacation is a period in which a Member need not be accountable to the University. The Member will be paid during such vacations but there shall be no remuneration in excess of the annual salary in the event a Member chooses to work through all or part of his/her vacation period.

9.2 In addition to statutory holidays, each Member is entitled to twenty-seven (27) working days of vacation in every full year of service. In cases where a Member has less than one (1) full year's service, his/her vacation entitlement shall be calculated on a pro rata basis. Service includes vacation days taken. A Member who does not work during the Christmas-New Year's Break as designated by the University shall count such vacation days within his/her vacation entitlement.

9.2.1 Except by prior arrangements with the dean/director, entitlement to annual vacation shall not be cumulative. Vacation may be taken until the first August 31 that follows the end of a given year of service. Vacation entitlement expires at the end of a faculty member's/instructor's appointment. In no circumstances may vacation entitlement be carried forward more than one (1) additional year.

9.2.2 Except by prior arrangements with the University Librarian, entitlement to annual vacation shall not be cumulative. Vacation may be taken until the first March 31 that follows the end of a given year of service. Vacation entitlement expires at the end of a librarian's appointment. In no circumstances may vacation entitlement be carried forward more than one (1) additional year.

9.3 A faculty member/instructor may take his/her annual vacation at any time outside the first and second terms provided that:

9.3.1 the vacation does not coincide with a period in which he/she has undertaken a particular responsibility such as teaching Summer Session 1 and/or 2, registration, orientation or counselling students; and

9.3.2 his/her dean/director is notified in advance and in accordance with procedures adopted by the dean/director after consultation with the faculty/school council.

9.4 Vacations at other times shall be arranged only with the written approval of the dean/director.

9.5 The vacation year for academic librarians shall be from April 1 to March 31 of the following year.

9.6 An academic librarian may take vacation entitlement earned in one vacation year during the next following vacation year at any time mutually agreeable to the academic librarian and the University Librarian.

9.7 A Member, while on a twelve (12) month research/study leave, shall be deemed to have taken twenty-seven (27) vacation days, unless otherwise arranged with the dean/director.

ARTICLE 10. RETIREMENT AND REDUCED APPOINTMENTS

Reduced Appointments

10.1 A Member shall be eligible to apply for a reduced appointment if he/she holds a tenured or continuing appointment.

10.1.1 A reduced appointment is a limited-time reduction from full-time workload to a part-time workload with special provisions for staff benefit coverage and pension contributions. The intention of the reduction is to provide:

a) a method of transitioning to retirement; or

b) flexible employment arrangements for a limited time.

10.2 The maximum reduction in duties from full-time service shall be fifty percent (50%).

The maximum duration for a reduced appointment shall be five (5) years (except for those who are on a reduced appointment prior to the date of ratification of the 2013-2016 Collective Agreement). The Member may return to full-time duties prior to the expiration of the reduced appointment, providing he/she gives the Provost and Vice-President (Academic) at least six (6) months' written notice of his/her intention to do so. At the end of the maximum five (5) year period for the reduced appointment, the Member must either return to a full-time appointment or resign/retire. For a Member whose reduced appointment was approved and/or commenced on or before the date of ratification of the 2013-2016 Collective Agreement, a reduced appointment according to the terms as approved and outlined in their reduced appointment letter of appointment shall be allowed to continue.

10.3 Members who are eligible for reduced appointments may make application therefore at least six (6) months prior to the requested commencement date of the reduced appointment. Normally decisions on the granting of reduced appointments will be made at least four (4) months prior to the commencement of the reduced appointment.

10.4 An application for a reduced appointment shall be submitted through the department head and the dean/director to the Provost and Vice President (Academic) for approval. The application shall be accompanied by the recommendations of the applicant's department head and dean/director. These accompanying recommendations shall specify the amount by which the appointment is to be reduced and the duties to be performed by the Member while on reduced appointment.

10.5 In determining whether to approve the reduced appointment, the Provost and Vice-President (Academic) will be guided by the reasons stated for the proposed reduction in duties, the academic and financial requirements of the

department/faculty/school, and his/her assessment of the overall needs of the University.

10.6 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 this Agreement.

10.7 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 the Member shall be pro-rated from the Base Salary Rate in direct relation to the approved reduction in duties for the reduced appointment.

10.8 A Member whose application for a reduced appointment is approved shall continue to participate in the University Pension Plan and other staff benefit plans provided for in s. 7.1.1. Except as provided in s. 10.9 below, both the Member's and the University's contributions shall be based on the Base Salary Rate and coverage for the University Pension Plan and the Life Insurance Plan shall be based on the Base Salary Rate of the eligible Member.

10.9 The contributions and coverage under the Long Term Disability Income Plan shall be based on the Member's Actual Salary.

10.10 For the purposes of computing credited service for the formula pension, a Member on a reduced appointment who is continuing contributions to the University Pension Plan based on his/her Base Salary Rate shall receive credit as if employed on a full-time basis. The provisions of this section are subject to limits prescribed by the Canada Revenue Agency, the *Income Tax Act* and the *Pension Benefits Act.*

10.11 A Member on a reduced appointment is covered by the sick leave provisions in accordance with Article 22 and disability benefits from the Long Term Disability Income Plan referred to in Article 7. Sick leave and disability payments under the plans shall be on the basis of Actual Salary.

10.12 A Member whose application for a reduced appointment is approved shall have his/her vacation entitlement pro-rated on the basis of the reduced duties. Vacation pay shall be on the basis of Actual Salary.

10.13 A Member whose application for reduced appointment is approved shall continue his/her appointment status and shall be eligible for promotion, research/study leaves and other provisions of this Agreement. For the purpose of any assessment of performance, including those for salary increments, merit awards and promotion, a Member on reduced appointment shall be assessed on the basis of his/her actual duties.

10.14 Eligibility for applying for research/study leave shall be determined on the basis of calendar years of service as if the Member were working full-time. Payments to a Member on a research/study leave shall be reduced from the normal research/study leave salary by the same percentage as the Member's Actual Salary is reduced from his/her Base Salary Rate.

10.15 A Member whose application for a reduced appointment is approved shall receive a letter of appointment from the Provost and Vice President (Academic) which shall state:

10.15.1 The Member's current Base Salary Rate;

10.15.2 The percentage reduction in duties;

10.15.3 The Member's current Actual Salary on the effective date of the reduced appointment;

10.15.4 The effective date of the reduced appointment;

10.15.5 The revised duties of the Member; and

10.15.6 Any other related conditions.

10.16 The duties of the Member on reduced appointment may involve any combination of the Member's former duties; for example, for a faculty member these duties may involve teaching only, research only, or an appropriate combination of teaching, research and service.

10.17 No reduced appointment shall take effect until and unless the appointee indicates in writing to the Provost and Vice President (Academic) his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment.

10.18 **Retirement and Reduction of Duties**

10.18.1 **Retirement**

All academic appointments, other than post-retirement appointments, shall terminate automatically upon retirement. A Member shall give his/her dean/director and the Provost and Vice-President (Academic) at least six (6) months' written notice of his/her intention to retire. The University may give one (1) or more post-retirement appointments to a Member. No such term appointment shall be effective for a period exceeding one (1) year. Sections 19.C.5.2, 19.C.5.3, 19.C.5.6 and 19.C.5.7 of this Article shall not apply to post-retirement appointments.

10.18.2 **Reduction of Duties - Pre-Retirement Election**

10.18.2.1 Members on tenured or continuing appointments who have reached or exceeded the Normal Retirement Date for Members, as defined in the University of Manitoba Pension Plan (1993), including those Members who have been forced to exercise their pension rights under the University of Manitoba Pension Plan solely due to the applicability of age maximums imposed by law, shall, upon application, receive a reduction of fifty percent (50%) of his/her duties and shall continue in his/her position on a half-time appointment for up to five (5) years after which the Member shall retire.

10.18.2.2 Members on half-time appointments are not eligible to return to full-time duties unless approved by the Provost and Vice-President (Academic).

10.18.2.3 An application for a half-time appointment shall be submitted, in writing, through the dean/director to the Provost and Vice-President (Academic) at least six (6) months prior to the requested commencement date of the reduced appointment.

10.18.2.4 Within two (2) months of receipt of the application, the dean/director shall consult with the Member, and assign, in writing, an allotment of duties that is consistent with the provisions of this Agreement on the duties of faculty members, librarians or instructors, and which amounts to half of a full load.

10.18.2.5 No half-time appointment shall take effect until and unless the applicant indicates in writing to the dean/director his/her agreement with the allotment of duties.

10.18.2.6 Members who continue on half-time appointments shall enjoy the same benefits as other Members on reduced appointments as provided for in sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.14 subject to age maximums set out in the University Pension Plan 1993 and the University of Manitoba Long-Term Disability Income Plan.

10.18.2.7. Within twenty (20) working days after the end of each academic year, the University shall provide the Association with a report that confirms the total number of full-time equivalent positions that have been relinquished pursuant to s. 10.18.2 in the academic year that has just ended. For example, a faculty member who holds a 0.8 FTE appointment and continues as a 0.5 FTE appointment pursuant to s. 10.18.2 would add 0.3 FTE to that total number.

10.18.2.8 Nothing in s. 10.18.2 removes the right that a Member would otherwise have under this Agreement to retire outright, and the applicability of any notice period for retirement that is contained in s. 10.18.1 of this Agreement.

10.18.2.9 **Transition**

10.18.2.9.1 Members who commenced a half-time appointment prior to the 2013-2016 Agreement coming into effect and Members who commenced a half-time appointment pursuant to the transition provisions of s. 10.18.2.9.2 and s.

10.18.2.9.3 of the 2013-2016 Agreement will remain on an indefinite half-time appointment. The half-time appointment shall be governed by the provisions of the Collective Agreement in effect when the Member made his/her election.

ARTICLE 11. PERSONAL FILES

11.1 **Contents**

11.1.1 Data pertaining to the employment of a Member will be placed in an official personal file within the office of his/her dean/director. These data may include the usual pre-employment materials (such as college transcripts, letters of application, curriculum vitae and letters of reference), evaluation and observation reports, signed letters of reference and evaluations which the Member or the University has solicited, either implicitly or explicitly, correspondence, health and counselling records for the obtaining of which the Member or his/her physician or counsellor has given permission, copies of materials reflecting professional development and achievements and copies of materials reflecting the salary history of the Member. Copies of the data contained in the official personal file in the office of the dean/director may also be kept in department files in the office of the department head.

11.1.2 Notwithstanding the above, the parties acknowledge that the University is required by statute to keep certain records which may contain data pertaining to the employment of a Member which may not be in the personal file. The University agrees that such data shall be kept safe and secure and shall be utilized by the University solely for the purposes required by statute and/or to fulfill the University's obligations pursuant to the Collective Agreement. The University may also utilize such data with the informed consent, in writing, of the Member. The Member retains the right, at his/her sole discretion, to withdraw any such consent given to the University.

11.1.3 Confidential information shall be signed letters of reference and evaluations which the Member or the University has solicited prior to April 23, 2002, either implicitly or explicitly, unless the author of the letter of reference or evaluation in question has provided written authorization for its release to the Member and any information considered confidential by any other Article of this Agreement.

11.1.4 Anonymous material shall not be kept in a personal file. Anonymous material concerning a Member is material of which the authorship has not been disclosed to the Member.

11.1.5 Statistical data arising from an approved teaching evaluation pursuant to Article 35 shall not be considered to be anonymous.

11.1.6 The original copy of open-ended comments on approved teaching evaluations pursuant to Article 35 shall be provided to the Member by the department head. These comments are solely for the personal use and information of the Member. No copy shall be made of any such comments by the University.

11.1.7 Anonymous materials shall include any oral or written comment received by the University related to a Member's performance or conduct where the Member has not received a copy of the written comment(s) including authorship and/or a detailed summary of the oral comment(s) including authorship within a reasonable period of time of receipt by the University.

11.1.8 No anonymous material may be used in any disciplinary or evaluative proceeding or action involving a Member. The University may inquire or investigate into matters raised by anonymous material.

11.1.9 Letters of reprimand shall be considered outdated and shall be removed from the file when the dean/director determines that the deficiency giving rise to the reprimand has been overcome or remedied and so advises the Member in writing. A Member may request that the dean/director assess whether the letter should be removed. The removal of a letter of reprimand shall not be unreasonably denied.

11.1.10 The Member shall have the right to have included in his/her personal file his/her written comments on the accuracy or the meaning of any of the contents of his/her personal file, including any explanation in defense against any serious indictment of the Member's professional conduct, and to add any relevant third party documents to the file.

11.2 **Procedures**

11.2.1 Upon written request to the dean/director, the Member or his/her duly authorized representative shall have the right to examine, during regular office hours, the contents of his/her personal file, except for confidential information and information the disclosure of which is prohibited by legislation.

11.2.2 Members shall be informed in writing and receive a copy of every addition to his/her personal file within five (5) working days of the addition so as to enable the Member to file any explanation and/or defense to the content of the document.

11.2.3 Members shall be advised in writing of the removal of any document from their personal file within five (5) working days of the removal.

11.2.4 The Member shall be allowed to examine his/her personal file only in the presence of the dean/director or his/her designate. The Member shall not be allowed to remove his/her personal file or any part thereof from the faculty/school or department office.

11.2.5 The Member, upon written request to the dean/director, and at his/her expense, may obtain copies of the documents in his/her personal file which are not considered confidential by this or any other Article.

11.2.6 All personal files shall have a log sheet which shall form part of the personal file and the log sheet shall indicate the date that the file was perused and the name of the person perusing the file, provided that no entry as to name or date shall be

necessary if the file is perused by the Member or by the dean/director or department head.

11.2.7 No information contained in a personal file shall be made available by the dean/director to third parties, except as authorized in writing by the Member or as provided for by any Article of this Agreement. In this context, the Member's department head, and the senior Administrative Officers of the University together with their excluded managerial and confidential staff are not third parties.

11.2.8 Contents of personal files, the effective date of which precedes September 26, 1975, may repose within a department or some other location rather than within the office of the dean/director. A Member, upon written request to the dean/director, shall have access as provided for in this Article to such a personal file.

ARTICLE 12. OUTSIDE PROFESSIONAL ACTIVITIES

12.1 **General Principles**

12.1.1 Members have obligations to the University which include teaching and providing other services to students, study and research, participation in the administrative work of the University and public service directly related to these activities or intended to maintain liaison between the University and the community.

12.1.2 It is recognized by both parties that there are circumstances where professional activities outside the Members' regular university duties, on both a remunerative and non-remunerative basis, can bring benefits to and enhance the reputation of the University and the capacity of Members. Therefore, the University agrees that Members may, in appropriate circumstances, engage in outside professional activity, provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in this Agreement. Subject to s. 12.2, in general, and to s. 12.3 for Dental Clinical Staff engaged in intramural or extramural practice activities, a Member may engage in outside professional activity provided this activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research or that is of value in maintaining or developing the Member's academic competence.

12.2 **Outside Professional Activity**

12.2.1 Members may engage in any outside professional activities subject to the following conditions:

12.2.1.1 No Member may engage in any outside professional activity which conflicts or interferes with the fulfilment of the Member's obligations to the University without prior written permission of the dean/director;

12.2.1.2 A Member shall obtain the prior written authorization of the dean/director regarding the Member's engagement in any outside paid, or substantial non-paid, professional activity that might reasonably be viewed as conflicting or interfering with the obligations, duties and responsibilities of the Member, as defined in this Agreement. Such authorization shall not be unreasonably withheld. Where, in extraordinary circumstances, prior written authorization cannot be obtained, the Member shall seek written authorization as soon as possible;

12.2.1.3 A Member shall notify his/her dean/director within thirty (30) days in writing as to the nature and extent of any paid and any substantial non-paid, outside professional activity which the Member has assumed or agreed to assume;

12.2.1.4 When a Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the prior approval of the University. The costs of the use of such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs;

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

12.2.1.6 Upon written request of the University a Member shall submit a written report of all professional activities of a substantial nature by June 30 of any academic year to the dean/director.

12.3 **Procedures for Dental Clinical Staff Regarding Intramural and Extramural Practice Activities**

12.3.1 A Member shall notify the Dean in advance and in writing as to the nature and extent of any such professional activity which the Member wishes to assume. A Member may engage in outside professional activity of up to two half-days per week. The Member shall obtain the written authorization of the Dean regarding the Member's engagement in any such outside professional activity before accepting or engaging in such activity. Such authorization shall not be unreasonably withheld. The Member or the Dean may require a reappraisal of the authorization at any time following a change in circumstances. Subject to 12.3.2, an Extramural or Intramural Practice Agreement entered into shall be deemed to be authorization within the meaning of this Article to the extent provided by such Extramural or Intramural Practice Agreement. It is understood that any release time granted by the University for extramural or intramural outside professional activity is without remuneration and that the salary received by the Member shall be for the remainder of time spent in the fulfilment of the Member's obligations to the University.

12.3.2 No Member may engage in any such outside professional activity which conflicts or interferes with the fulfilment of the Member's obligations to the University or which is in conflict with the University's interest, (including, but not limited to, providing, or seeking to provide, dental services in respect of which the University has a competing interest) without the prior written permission of the Dean.

ARTICLE 13. TRANSFERS

13.1 A Member who, for any reason, desires to transfer to a vacancy in another department, faculty or school shall be given consideration for such a vacancy.

13.2 Any Member who transfers or is transferred to another department, school, or faculty shall retain, as a minimum, and where appropriate, accumulated research/study leave benefits and, in the case of a faculty member, shall retain tenure.

13.3 No transfer shall occur without prior agreement of the Member.

ARTICLE 14. INTELLECTUAL PROPERTY

14.1 **Definitions**

14.1.1 "Author" means one or more Members who have written or created a Work.

14.1.2 "Commercialization" or "Commercialize" means a complex of activities with the goal of financial return.

14.1.3 "Copyright" means the rights described in the *Copyright Act* (Canada), as amended from time to time, as it applies to Works as defined in this Article.

14.1.4 "Creator" means one or more Members who have created Other Intellectual Property.

14.1.5 "Direct Costs" means the reasonable costs and fees (including but not limited to legal fees and agents' fees) associated with the acquisition, management and Commercialization of Other Intellectual Property, including costs of evaluating it, obtaining and maintaining Intellectual Property protection, preventing unauthorized use or infringement, prototype development funds, negotiating and implementing licences or other agreements with third parties, but does not include university research office or other overhead costs incurred prior to the initiation of Commercialization. Where a Non-Member or Non-Members have contributed to creating Other Intellectual Property, Direct Costs will be reduced pro-rata based on the extent of the Creator's contribution as compared to the contribution by the Non-Member(s).

14.1.6 "Intellectual Property" means Works or Other Intellectual Property.

14.1.7 "Net Revenue" means the amount received with respect to the Creator's contribution to the Other Intellectual Property from Commercialization of Other Intellectual Property (by the Creator if Commercialized by the Creator or by the University if Commercialized by the University), less Direct Costs (which may be carried forward from year to year to offset gross revenue) incurred in the Commercialization, and includes but is not limited to, proceeds from royalties, profit-sharing, lump sum payments and sale of equity shares.

14.1.8 "Other Intellectual Property" means any result of intellectual activity that can be owned by a person (excluding Works) and includes, without limitation, inventions (whether or not patentable), industrial designs, trademarks and integrated circuit topographies, as those terms are defined by the applicable legislation.

14.1.9 "University Resources" means the University's physical structures, research laboratories, capital equipment, technical facilities, services and human resources. University services include the administration of funds and support received by the University in the form of grants, contracts or other support provided by the University or external sponsors.

14.1.10 "Works" means all original literary, dramatic, musical and artistic works, performances, communication signals and sound recordings capable of Copyright protection under the *Copyright Act* (Canada).

14.2 **Works**

Author is the owner of Copyright; exceptions

14.2.1 The Author of the Work shall be the owner of Copyright in the Work notwithstanding that it was produced wholly or partly in the course of regular University duties and/or making use of University Resources, subject to the following:

(a) Provided that the University advises the Member of his/her right to consult the Association prior to the execution of any agreement, the University shall own Copyright in works resulting from an additional appointment, such as those prepared by a Member for distance, extended or continuing education, or other Works (other than substantive course material normally delivered by a Member) beyond the Member's normal workload for which the Member receives compensation in addition to his/her salary rate pursuant to a written agreement. Such appointments are voluntary;

(b) The University and Author shall jointly own Copyright in any computer program or software that is embedded in an invention, jointly owned by the University and the Author such that the computer program or software is required for the use and/or Commercialization of the invention. Such computer program or software shall be subject to the provisions of Section 14.3 of this Article (Other Intellectual Property);

(c) The University or a third party may own or have a licence to use Copyright in Works written or created pursuant to a written agreement with a third party, provided the University advises the Author of his/her right to consult with the Association prior to the Author's execution of a written agreement and obtains the Author's prior written consent;

(d) The Author may voluntarily assign or licence his/her interest in a Work to the University, provided the University advises the Author of his/her right to consult with the Association prior to the execution of the assignment or licence.

Agreement to share revenue and/or costs

14.2.2 Provided the University advises the Member of his/her right to consult with the Association prior to entering into an agreement, the University and the Member may enter into an agreement, to be executed prior to the commencement of the Work, to allow for the revenue sharing and/or recovery of costs incurred by the University arising from providing the Member with University funds, services, facilities, support and/or technical personnel above and beyond the University Resources normally provided to Members for the creation of the Work. Such agreements shall be voluntary. The cost recovery shall be derived from the Net Revenue generated by the Work.

Limited University right to use IP in Works

14.2.3 Where an Author has copyright over Works created in the course of performing his/her regular University duties, the University has a non-exclusive, royalty-free, indivisible and non-transferable right to use such Intellectual Property for archival and internal non-commercial, administrative, educational and/or research purposes for eighteen (18) months commencing the date the University gives the Author notice (except in sub-section 14.2.3(c) below) that it is exercising its right as described herein or such longer period as agreed to by the Author. This use:

(a) Does not imply a right to transfer, licence, or Commercialize such Works, but the University has the right to use such Works for internal educational purposes;

(b) Does not extend to lectures, course notes, laboratory notes, or laboratory manuals, regardless of format or method of delivery, individual course websites created by a Member, examinations created by a Member, and other Works prepared by a Member and intended for use only by the students registered in the Member's course except that:

(i) In multi-section courses or laboratories where more than one Member created the Work, or the Work was created for more than one section of a multi-section course, and due to exigent circumstances arising from the Member's inability to deliver the entire course, the University may continue to use the Work in the

Member's faculty or school for the balance of the academic year, and a maximum of one further academic year;

(c) Does not apply to Works in progress (which includes drafts and preliminary versions and other forms of creative activity that have not been accepted for publication), except that nothing in this sub-section shall affect or diminish the provisions of sub-section 14.2.3(b)(i);

(d) Is subject to the Copyright requirements of academic journals and other vehicles of scholarly dissemination and the University shall not interfere with the Member's right to enter into an agreement to publish or otherwise disseminate such Works.

Rights retained by the Author

14.2.4 Where the University owns Copyright in the Work, the Author shall retain:

(a) The right of first refusal to revise, rework or otherwise edit or amend the Work when reasonably necessary as determined by the University. The Author may, on his/her own initiative, request the opportunity to revise the Work;

(b) The right to be identified with the Work unless the Author, at his/her sole discretion elects, in writing, not to be identified with the Work;

(c) The right to use any course material in his/her teaching and research at this or another University, or educational institution, provided that the Author does not transfer, licence, or sell such course material without the prior written consent of the University;

(d) The right of first refusal to teach courses based on the Work, subject to satisfactory performance.

No obligation to Commercialize

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

No obligation to disclose intention

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

Revenue from Commercialization of Works

14.2.7 Subject to 14.2.1(d) and 14.2.2, the University shall not be entitled to revenue earned from Commercialization of a Work owned by the Author.

Moral rights

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

Right to consult with the Association

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

Right to publish without undue delay

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

Works created outside regular University duties

14.2.11 The provisions of this Article do not apply to Works created outside regular University duties without making use of University Resources. Copyright to such Works belongs unconditionally to the Author.

14.3 **Other Intellectual Property**

Joint ownership; exceptions

14.3.1 The University and Creator shall jointly own Other Intellectual Property created during the course of regular University duties and/or using University Resources subject to the following exceptions:

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

(b) The Creator may voluntarily assign or licence his/her interest in Other Intellectual Property to the University, provided that the University advises the Creator of his/her right to consult with the Association prior to the execution of the assignment or licence. No such assignment or licence shall diminish the Creator's right to revenue sharing under this Article;

(c) Where the use of University services as defined in 14.1.9 did not have a significant effect on the creation of Other Intellectual Property, the use of such services shall not be taken into account in determining ownership of the Other Intellectual Property.

No obligation to Commercialize Other IP

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

Commercialization independently of the University

14.3.3 Creators may Commercialize Other Intellectual Property jointly owned with the University independently of the University, subject to any rights granted to a third party pursuant to a written agreement consented to by the Creator and/or the right of the University and the Creator to revenue sharing and cost recovery pursuant to this Article.

Disclosure of intent to Commercialize

14.3.4 Creators must disclose to the University their intention to Commercialize Other Intellectual Property, whether or not they choose to involve the University in the Commercialization process. The University agrees to keep all such information confidential and not to disclose such information externally, except with the prior written consent of the Creator.

Agreements to Commercialize

14.3.5 The University and Creator may enter into a written agreement to pursue Commercialization of Other Intellectual Property. All such agreements are subject to the provisions of this Article. The University shall advise the Association in writing of the date of the agreement and the name of the Member.

Consultation and notice

14.3.6 The University shall consult with the Creator throughout the Commercialization process and, in addition, shall not sign a Commercialization agreement of any kind with a third party without prior notice to the Creator.

Limited University licence

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

Right to consult with the Association

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

Revenue sharing

Note: See 14.1.5 and 14.1.7 for definitions of "Direct Costs" and "Net Revenue"

14.3.9 Subject to 14.3.11 and 14.3.12, Net Revenue earned from Commercialization of Other Intellectual Property shall be shared between the Creator and University as follows:

(a) Fifty (50%) percent to the Creator; and

(b) Fifty (50%) percent to the University;

whether or not the University services are used to Commercialize the Other Intellectual Property. Where there is more than one Creator, the University's share of the Net Revenue shall remain fifty (50%) percent. Where there is a written agreement between the Creators which provides for a different distribution of their share of Net Revenue, the Creators shall provide the University with a copy of said written agreement.

Costs where University Commercializes

14.3.10 Where the University Commercializes Other Intellectual Property, it shall assume responsibility for the costs of pursuing the Commercialization of the Other Intellectual Property.

Revenue shares upon termination

14.3.11 Where the University advises the Creator in writing that it no longer desires to pursue Commercialization; any agreement between the University and Creator pursuant to 14.3.5 shall be terminated. The Creator is free to pursue Commercialization of the Other Intellectual Property on his/her own. In such case, the University and Creator shall share the Net Revenue earned from Commercialization of the Other Intellectual Property as follows:

(a) Two-thirds (2/3) to the Creator; and

(b) One-third (1/3) to the University.

Cost recovery and revenue sharing upon abandonment

14.3.12 Where the University has abandoned Commercialization of the Other Intellectual Property for a continuous period of at least two (2) years, the University shall, upon written request from the Creator, terminate any agreement pursuant to 14.3.5 (including any assignment of the Other Intellectual Property), and the Creator is free to pursue Commercialization of the Other Intellectual Property on his/her own, subject to the recovery of Direct Costs by the University from Net Revenue. In such case, the University and Creator shall share the Net Revenue earned from Commercialization of the Other Intellectual Property as follows:

(a) Two-thirds (2/3) to the Creator; and

(b) One-third (1/3) to the University.

Other IP which is not governed by this Article

14.3.13 Except for 14.3.4 (Disclosure), the provisions of this Article do not apply to Other Intellectual Property created outside regular University duties without making use of University Resources. Where the use of University services as defined in 14.1.9 did not have a significant effect on the creation of Other Intellectual Property, the use of such services shall not be taken into account.

14.4 **Disputes**

14.4.1 Disputes regarding the interpretation, application and /or violation of the provisions in this Article shall be processed through the Article 32 Grievance Procedure as a grievance starting at Stage 3 in accordance with the provisions of Clause 32.3.3.3.

14.5 **Estate**

14.5.1 Where a Member or former Member has Intellectual Property rights pursuant to this Article, the rights of the Member, upon his/her death, shall be governed by the applicable legislation.

14.6 **Headings**

14.6.1 Headings and sub-headings in this Article are included for ease of reference and are not substantive provisions, nor are they to be considered for interpretive purposes.

ARTICLE 15. DISCRIMINATION, REASONABLE ACCOMMODATION AND CONFLICT OF INTEREST

15.1 **Discrimination**

15.1.1 The University and the Association recognize the individual worth and dignity of every member of the human family. There shall be no discrimination, differential treatment, interference, restriction or coercion exercised or practised by the University towards any Member by reason of age (except as provided in the University Pension, Long-Term Disability Income, Group Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Paid-Up Life Insurance, Supplementary Health, and Voluntary Additional Accidental Death and Dismemberment Plans), language (except where the lack of language competence would clearly prevent carrying out the required duties), ancestry, including colour and perceived race; religion or creed, or religious belief, association or religious activity; national origin or nationality; ethnic background or origin; political belief, political association or political activity; sex, including pregnancy, the possibility of pregnancy or circumstances related to pregnancy; gender-determined characteristics or circumstances, including gender identity; sexual orientation; marital status or family status; physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device, membership or activity in the Association unless the discrimination is based upon bona fide and reasonable requirements or qualifications.

15.1.2 There shall be no discrimination, interference, restriction, or coercion exercised or practised by the Association or any Member toward any officer of the University, included in or excluded from the bargaining unit, member of the Board of Governors or Member who exercises powers on behalf of the University with respect to any matter of official concern to the University, by reason of any of the grounds outlined in s. 15.1.1 or by reason of actions or decisions taken for or on behalf of the University or in the performance of University duties.

15.2 **Reasonable Accommodation**

15.2.1 Members with special needs, based on one or more of the protected characteristics found in *The Human Rights Code*, resulting in their being unable to perform all of the normal requirements of their job, have a right to reasonable accommodation to the point of undue hardship.

15.2.2 The duty to provide reasonable accommodation must be determined on a case-by-case basis, taking into account all relevant factors. If the Member would be unable to fulfill his/her duties and obligations even after reasonable accommodation to the point of undue hardship, then accommodation is not required.

15.2.3 A Member entitled to an accommodation as set forth above shall inform the University of his/her need for accommodation and the extent of that need. In the event that the matter is not resolved satisfactorily, the University and the

Association will assess what potential accommodations are available and whether any of them would cause undue hardship. Experts with appropriate expertise may be jointly consulted and the costs thereof will be borne as may be agreed between the University and the Association on a case-by-case basis. If at the end of the process, the Association disagrees with the position taken by the University, the Association reserves the right to grieve on the Member's behalf.

15.2.4 If the Member is entitled to an accommodation, an accommodation plan will be developed and implemented as soon as reasonably practical. If several possible accommodations without undue hardship are available, the Member shall receive the best available accommodation. The accommodation shall continue in effect unless there is a material change in the accommodation request or the circumstances of the Member or the University.

15.3 **Conflict of Interest**

15.3.1 No Member or person acting on behalf of the University 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. In addition, no Member shall employ, except with the approval of the President, any member of his/her immediate family in any capacity where the position is supported by a University administered research grant, contract or project for which he/she has signing authority.

15.3.2 Whenever possible conflicts of interest arise, the person who is first aware of the situation shall immediately inform all parties to the possible conflict in writing with a view to resolving the matter in an open and unbiased manner.

ARTICLE 16. WORKING CONDITIONS

16.1 **Parking**

16.1.1 The University will:

i) provide Members with parking space at either the Fort Garry Campus or the Bannatyne Campus at an annual fee of not more than:

$595.48 (effective September 1, 2017 to August 31, 2018)

$599.95 (effective September 1, 2018 to August 31, 2019)

$605.95 (effective September 1, 2019 to August 31, 2020)

Amount to be determined pursuant to Appendix 'I' (effective September 1, 2020 to August 31, 2021)

in accordance with the parking regulations; or

ii) reimburse Members who obtain parking space at or near St. Boniface Hospital as follows:

for the period September 1, 2017 to August 31, 2018, up to a maximum of $595.48 for the amount the Member has paid in excess of $595.48.

for the period September 1, 2018 to August 31, 2019, up to a maximum of $599.95 for the amount the Member has paid in excess of $599.95.

for the period September 1, 2019 to August 31, 2020, up to a maximum of $605.95 for the amount the Member has paid in excess of $605.95.

for the period September 1, 2020 to August 31, 2021, up to a maximum of an amount to be determined pursuant to Appendix 'I' for the amount the Member has paid in excess of that amount to be determined pursuant to Appendix 'I'.

16.1.2 The University will arrange for parking to be available for staff from one campus who visits the other campus in the course of their duties.

16.2 **Administrative Support**

Administrative support shall, as far as practicable, be made available to Members for University business, such as teaching, research and professional activities. Priorities for the allocation of administrative support shall be determined by the dean/director, subject to the proviso that the University shall provide administrative support to Members for travel booking and expense management systems (e.g., CONCUR).

16.3 **Safety**

The University will maintain working conditions in classrooms, laboratories and offices in accordance with acceptable standards of safety and health and in conformity with all pertinent regulations. In so doing, the University shall consult the affected departments/faculties/schools.

16.4 **Off-Campus Duties**

16.4.1 The University may be required from time to time to assign to faculty members/instructors the teaching of courses off campus. The University agrees that before making such assignment, it will attempt to obtain the maximum degree of cooperation and agreement of the staff involved.

16.4.2 Where a Member has duties at more than one geographic location, the University shall reimburse the Member for any additional travel expense incurred in travelling between these locations in accordance with the Travel Expense Policy.

16.5 **Structure**

No alteration to the faculties, schools, departments and the University of Manitoba Library systems, including its departments shall occur unless:

16.5.1 The members of each applicable faculty/school council and in the case of the libraries, the members of the academic staff with academic librarian rank, shall receive a copy of the proposed alteration, in the same form with the same content, including all accompanying materials, as will be presented to Senate.

16.5.2 Such documentation shall be received at least twenty (20) working days prior to the meeting of Senate which is to consider the matter.

16.5.3 The dean/director of each faculty/school shall schedule a meeting of the faculty/school council, or in the case of the libraries, the University Librarian shall schedule a meeting of the academic staff members with academic librarian rank meeting in committee, ten (10) working days before the matter is to be considered by Senate.

16.5.4 At the meeting, described in s. 16.5.3 hereof, the faculty/school council, or in the case of the libraries, the academic librarians meeting in committee, shall discuss the proposed alteration and vote by secret ballot on the proposed alteration.

16.5.5 The results of the vote and a copy of the motion voted on, including any amendments, shall be forwarded, in writing, by the dean/director to all members of his/her faculty/school council or in the case of the libraries, by the University librarian to the academic staff members with academic librarian rank. The dean/director/University librarian shall also forward the results of the vote and a copy of the motion voted on, including any amendments, to the University Secretary. The University Secretary shall forward the results of the vote and a copy of the motion voted on, including any amendments, to all members of Senate and to all members of the Board of Governors, prior to either body considering the alteration.

16.5.6 Nothing herein prevents the dean/director/University librarian from holding other meetings prior to the meeting described herein to discuss any proposed alteration.

ARTICLE 17. ACADEMIC LIBRARIANS

17.A **See Article 37 – Academic Freedom**

17.A.2 **Rights, Duties and Responsibilities**

17.A.2.1 Academic librarians shall have the right to express opinions and to participate by means of their representatives in procedures as provided for in the appropriate Article concerning such matters as: the appointment and promotion of academic librarians; and the granting of merit awards.

17.A.2.2 Academic librarians are members of an academic community who share with faculty the responsibility for the collection, dissemination, and structure of knowledge in the University. Academic librarians' responsibilities to the University shall include the provision of a high level of professional service, the development of professional knowledge, contributions to librarianship and scholarship, and service to the University. Academic librarians have the right and responsibility to exercise freedom in making knowledge and ideas available and to ensure that censorship is not imposed on the selection or use of library materials. In carrying out their responsibilities and duties, academic librarians shall deal fairly and ethically with those to whom they render professional service, taking care to provide the fullest access possible to library materials.

17.A.2.3 Academic librarians have the right and responsibility to continue to improve themselves in their profession by keeping abreast of developments in library and information science. Academic librarians shall be responsible for and have the right and opportunity to pursue research in library and information science and/or other relevant academic disciplines and to make scholarly contributions. Academic librarians shall endeavour to publish the results of their scholarship.

17.A.2.4 **Assignment of Professional Performance Responsibilities**

17.A.2.4.1 The ~~duties~~ professional performance responsibilities of academic librarians (as defined in s. 20.B.1.2.1) shall be assigned by the University Librarian or his/her designate annually following consultation and discussion with the academic librarian, fairly and reasonably in such a manner so as to enable academic librarians to fulfill the rights and responsibilities described in s. 17.A.2.2 and s. 17.A.2.3 hereof. Where, in order to fulfill gender-balance requirements of committees, some academic librarians are required to assume increased service duties, the University Librarian or his/her designate shall implement a reasonable workload adjustment so that the Member's responsibilities under this Article may be fulfilled.

17.A.2.4.2 Professional performance responsibilities shall be assigned pursuant to s. 17.A.2.4.1 reasonably and fairly, using a transparent method equitably among academic librarians as set out in this Article, taking into consideration:

(a) the priorities and integrity of the University of Manitoba Libraries;

(b) relevant procedures and guidelines for, as well as the range of activities required for, the granting of continuing appointments and promotion;

(c) the full range of rights, duties, responsibilities, and demands associated with professional performance responsibilities, including the factors in s. 17.A.2.2 and 20.B.1.2.1

(d) research, scholarly work and creative activities in accordance with s. 17.A.2.3 and 20.B.1.2.2;

(e) assigned service, in accordance with s. 17.A.2.2 and 20.B.1.2.3;

(f) assigned work performed for other departments, faculties, schools, colleges, or programs;

(g) assigned teaching, in accordance with s. 20.B.1.2.4;

(h) available human resources;

(i) the rank and type of appointment (term, contingent, probationary, continuing or reduced/half-time) of the individual academic librarian;

(j) the previous experience, educational background, and expertise of the individual academic librarian; and

(k) the individual preferences of the academic librarian.

17.A.2.4.3 The assignment of professional performance responsibilities for each individual academic librarian will not deviate significantly over the course of the academic year for which the assignment of professional performance responsibilities is made, except where it is reasonable and necessary to do so. In such circumstances, the individual academic librarian shall be consulted in person.

17.A.2.5 **Limitations on the Assignment of Professional Performance Responsibilities**

17.A.2.5.1 No academic librarian shall be assigned professional performance responsibilities, in whole or in part, at a different University of Manitoba Campus, than their current assignment, without prior consultation and at least forty (40) working days of notice prior to the effective date of the assignment, where the assignment is:

(i) Permanent; or
(ii) Temporary, and expected to last in excess of six (6) months.

17.A.2.~~5~~6 Academic librarians holding probationary and continuing appointments are entitled to twelve (12) working days on full salary in each academic year for research and scholarly activities relating to library science or an academic subject within their expertise, subject to notifying the department head of their proposed work and arranging a mutually agreeable schedule.

17.A.2.~~5~~.6.1 There will be a reasonable workload adjustment for affected Librarians if required to avoid a workload increase due to research time provided to another Librarian under this Article.

17.A.2.6~~7~~ Exclusive of those on research/study leave, an academic librarian who is unable to meet his/her class(es) due to travel or attendance at a meeting or conference shall arrange for coverage of his/her class(es) by a qualified substitute, or reschedule

such class(es) at a time convenient to his/her students, and at no expense to the University.

17.A.3 **Teaching and Technology**

17.A.3.1 Academic librarians must consent to the technology used in teaching courses dependent on information technologies. This consent shall not be unreasonably withheld.

17.A.3.2 Members teaching courses dependent on information technologies which involve the broadcast, transmission, retransmissions, publication, recording, or storage of the contents of the course shall exercise copyright and intellectual property rights regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course under the provisions of Article 14 of the Collective Agreement.

17.A.3.3 **Importing Courses via Information Technologies**

A course developed by anyone or any organization may only be developed and/or offered at the University of Manitoba through information technologies if it does not have the consequence of eliminating or reducing a Member's and/or Members' position(s).

17.A.4 **Appointments**

17.A.4.1 Academic librarians may be granted contingent, term, probationary or continuing appointments. Term appointments are governed by the provisions of sections 19.C.5.1 through 19.C.5.5.1 and contingent appointments are governed by the provisions of s.19.C.6 of this Agreement.

17.A.4.2 **Probationary Appointments**

17.A.4.2.1 On initial appointment an academic librarian may be given a two-year probationary period.

17.A.4.2.2 Before the end of each year on a probationary appointment, an academic librarian shall receive a written performance review after which the academic librarian may either be given a continuing appointment, terminated in accordance with s. 17.A.7 or reappointed on probationary status for one (1) year. The maximum probationary period for an academic librarian shall be four (4) years.

17.A.4.2.3 Upon being appointed or reappointed to a probationary position the academic librarian shall be notified of the date by which the written performance review is to take place.

17.A.4.2.4 A probationer who is to receive a continuing appointment shall be so notified in writing no later than the last day of his/her probationary period.

17.A.4.2.5 Leaves at less than full pay (other than maternity leaves or parental leaves and leaves granted pursuant to section 22.1.1.12, 22.2.1.11 and 22.2.3, which shall extend the maximum probationary period by one (1) year), research/study leaves, appointments outside of the bargaining unit, sick leave for a continuous period exceeding three (3) months and other lapses in service shall not be counted as part of the maximum probationary period. The period counted as part of the maximum probationary period shall include that period before and after any of these lapses in service.

17.A.5 **Continuing Appointments**

An academic librarian may be given a continuing appointment independent of rank or classification. The decision concerning a continuing appointment shall be made in the best interests of the University and the academic librarian, and shall reflect the written annual reviews referred to in s. 17.A.4.2 above. A continuing appointment may be terminated only as provided in this Agreement.

17.A.6 **Lay-Off**

17.A.6.1 Lay-offs shall be for valid academic and/or financial reasons subject to the following:

17.A.6.1.1 Where low student enrollment is argued as a bona fide academic reason, it must be demonstrable that a significant decline has occurred which has produced a condition of low enrollment for at least three (3) years, and reasonable projections into the future indicate that the low level of enrollment will continue.

17.A.6.1.2 In order to discontinue the appointments of academic librarians on probationary and continuing appointments for financial reasons, the Board of Governors ("the Board") must first declare that an extraordinary financial exigency exists as defined in s. 28.2.1 of this Agreement. The processes set out in s. 28.2.2 through s. 28.2.13, s.28.3 and s. 28.4 shall apply.

17.A.6.2 Should it become necessary to lay-off academic librarians, it shall be done in the following manner:

17.A.6.~~1~~2.1 Under normal circumstances and consistent with the priorities established within the library by the University Librarian, lay-off shall take place in the following order:

17.A.6.~~1~~.2.1.1 part-time librarians on casual appointments;

17.A.6.~~1~~.2.1.2 academic librarians on probationary appointments;

17.A.6.~~1.3~~2.1.3 academic librarians on continuing full-time appointments by inverse order of appointment.

17.A.6.~~2~~3 Academic librarians who are to be laid-off will be so advised by the Board of Governors in a written statement which indicates clearly the reasons for the lay-off. Those academic librarians affected by the lay-off (other than those holding term or contractually limited appointments) shall receive from the Board of Governors twelve (12) months' written notice. Academic librarians holding probationary or continuing appointments shall receive a discontinuance allowance equal to one (1) month's salary for each year of service in the University subject to a minimum of twelve (12) months' salary and a maximum of eighteen (18) months' salary.

17.A.6.~~3~~4 A laid-off academic librarian who previously held a probationary or continuing appointment shall have for a period of three (3) years from the date of his/her lay-off a right of first refusal for any vacant position in the bargaining unit for which he/she is qualified according to a recall order which is the reverse of the order of lay-off provided for in s. 17.A.6.~~1~~2.1 hereof.

17.A.6.~~4~~5 In the event that an academic librarian holding a probationary or continuing appointment is laid-off and is subsequently given a full-time academic librarian appointment with the University, he/she shall receive such appointment status as he/she shall have enjoyed at the time of the lay-off. Salary shall be increased for the subsequent appointment by any applicable scale and increments awarded to Members as provided for under Article 24 during the period of lay-off.

17.A.6.~~5~~6 A laid-off academic librarian who previously held a probationary or continuing appointment may maintain, for a period of three (3) years from the date of his/her lay-off, such University staff benefits in accordance with the standardized options provided by the Staff Benefits Office, provided that he/she makes prior arrangements to pay the costs of such coverage.

17.A.7 **Termination Procedure**

17.A.7.1 If during an academic librarian's probationary period, the department head has reason to consider the termination of the academic librarian's probationary appointment for inadequate performance, he/she shall so inform the academic librarian in writing, and, on request of the academic librarian, shall discuss the matter with the academic librarian. Subsequently, if the department head still has reason to consider the termination of the appointment for inadequate performance, he/she shall seek the advice of appropriate staff members as to the validity of his/her concerns. If after receiving this advice, the department head believes that the appointment should be terminated, he/she shall so inform the University Librarian. If the University Librarian concurs with this advice, he/she shall so inform the academic librarian and, if the latter requests written reasons, shall supply him/her with same in sufficient detail to permit him/her to respond. The University Librarian may then forward a recommendation and the reasons to the Provost and Vice-President (Academic) along with a written report of the advice received together with a list of the names of those consulted. The written report shall include the written annual reviews referred to in s. 17.A.4.2 above. The Provost and Vice-President (Academic) may then forward a recommendation and

the reasons to the President along with a written report of the advice received together with a list of the names of those consulted. The written report shall include the written annual reviews referred to in s. 17.A.4.2 above. If the President intends to recommend termination of the probationary appointment, then the President shall give the academic librarian notice of his/her intention to do so. If the probationer who receives this notice of intention from the President believes that:

17.A.7.1.1 the action is arbitrary or capricious; or

17.A.7.1.2 there was an inadequate exercise of professional judgment in the particular circumstances of the University and the Libraries; or

17.A.7.1.3 his/her appointment is being terminated as a result of the exercise of institutional censorship by the University, he/she may request, within ten (10) working days of the receipt of the said notice of intention, and shall be granted an informal hearing with the President before the final decision is taken. The time elapsed between the date of the request for an informal hearing and the date of the receipt by the Board of the President's recommendation shall count as part of the notice referred to in s. 17.A.7.2.

17.A.7.2 If the President does not recommend a reappointment to a probationary appointment or to a continuing appointment, then the probationary appointment may be terminated upon giving two (2) months' written notice.

17.A.7.3 An academic librarian may grieve the termination of his/her probationary appointment as provided for at Stage 3 of Article 32, Grievance Procedure and Arbitration, insofar as the procedures in Stage 3 are appropriate. The academic librarian's written presentation shall include a duly completed copy of the grievance form. If the decision in the Stage 3 procedure does not resolve the grievance, the matter may be submitted to arbitration in accordance with Stage 4 of Article 32.

17.A.7.4 **Termination of Appointment by the Academic Librarian**

17.A.7.4.1 An academic librarian may terminate his/her appointment upon giving the University two (2) months' written notice prior to the termination date, or such shorter notice as the University Librarian agrees to accept.

17.A.7.4.2 By mutual agreement vacation entitlement earned may constitute part of the period of termination notice.

17.A.8 **Reprimand, Suspension and Dismissal**

17.A.8.1 An academic librarian may be reprimanded or suspended without loss of pay for inability or refusal to carry out, or misconduct in carrying out, his/her University duties and responsibilities.

17.A.8.2 An academic librarian may be suspended with loss of pay or dismissed for just and reasonable cause, for example, but without limiting the generality of the foregoing, for persistent neglect of duty, incompetence or gross misconduct.

17.A.8.3 When the President has recommended to the Board of Governors that an academic librarian be dismissed or suspended with loss of pay, the President may suspend that academic librarian from duties without loss of pay pending the decision of the Board.

17.A.8.4 Medical disability shall not be cause for reprimand, suspension or dismissal, since this is covered by sick leave and medical disability insurance, unless the academic librarian has unreasonably refused medical attention. When an academic librarian's performance is judged to be inadequate and where it is believed that this inadequacy may be the result of illness, the University may require that he/she produce a medical certificate. If there is then evidence that the inadequate performance is the result of illness the academic librarian shall be placed on sick leave.

17.A.8.5 Whenever an academic librarian is reprimanded, suspended or dismissed he/she shall be given written notification thereof together with a written statement of the reasons for taking this action, in sufficient detail to permit him/her to respond.

17.A.8.6 The Association shall be notified of the names of any academic librarians who have been reprimanded, suspended or dismissed.

17.A.8.7 Where the University has imposed discipline on an academic librarian and demanded any remedial or other action be undertaken by the academic librarian as part of the disciplinary measure, the University may not subsequently impose further discipline on the academic librarian for failure to comply with the remedial or other action, provided the academic librarian files a grievance/unjust treatment within the time limits set out in this Agreement.

17.A.8.8 Where a meeting is scheduled by the University for the purpose of imposing discipline or conducting an investigation into inappropriate behaviour, the Member shall be provided reasonable notice of the meeting; advised of the nature of the meeting; and advised of the right to request that a representative of the Association attend the scheduled meeting. Where a Member intends to have an Association representative present, the Member shall so advise the person arranging the meeting.

17.B **Ranks**

Academic librarians are appointed to one of four ranks: General Librarian, Assistant Librarian, Associate Librarian and Librarian. In general, and subject to the weightings provided for in Article 20, Part B, Academic Librarians, the following are descriptions of each rank:

17.B.1 **General Librarian**

To qualify for appointment to this rank the candidate should have the minimum of a Master's degree in Library Science or an equivalent degree acceptable to the University Librarian, and show potential for successful performance and promise of future professional activity.

17.B.2 **Assistant Librarian**

In order to be considered for appointment or promotion to the rank of Assistant Librarian the candidate must have a record of successful performance as a General Librarian during which the candidate has demonstrated a mastery of the skills and techniques of librarianship; evidence of effectiveness of professional performance; and evidence of the capacity to develop and extend professional, subject and management expertise as appropriate.

The candidate should have a record of:

A formal program of study and research in library and information science and/or a relevant subject field in addition to the minimum academic requirements for appointment, or relevant experience judged to be of equal value; some evidence of scholarly contributions in the form of publications and/or presentations.

Active participation in the affairs of the library, University and profession, or community service, where the individual has made an essentially nonremunerative contribution by virtue of special professional/academic competence. This may include participation in professional organizations; evidence of contributions to the library, the University and the profession through participation on committees, task forces, study groups, etc.

Demonstrated promise of extended range of research or professional activity or library service in the future.

17.B.3 **Associate Librarian**

In order to be considered for appointment or promotion to the rank of Associate Librarian the candidate must have a record of successful performance as an Assistant Librarian exercising independent judgment and creativity, i.e. must have demonstrated continuing significant achievement at the career level of librarianship.

The candidate should have a record of:

Advanced study and research in library and information science and/or in an appropriate subject specialization, or relevant experience judged to be of equal value; evidence of continuing scholarly contributions in the form of publications and/or presentations.

Evidence of broad professional concern and achievement as well as consistent service to the library and University, or service to the community, where the individual has made an essentially nonremunerative contribution by virtue of special professional/academic competence. This participation or service may be demonstrated by: significant service to the library and the University through participation in library and University policy-making and planning bodies, committees, task forces, etc.; substantial involvement in professional activities and participation in professional organizations.

17.B.4 **Librarian**

In order to be considered for appointment or promotion to the rank of Librarian the candidate must have a record of outstanding professional accomplishment and performance as an Associate Librarian, including demonstrated initiative, leadership and creativity; a reputation among peers and associates as an authority in his/her field; superior achievements reflecting leadership in the field of service or specialization, recognized beyond the University.

The candidate should have a record of:

Additional graduate degree in library and information science and/or a relevant subject speciality, or relevant experience judged to be of equal value; evidence of outstanding scholarly contributions in the form of widely recognized research, publications and/or presentations.

Outstanding contributions to the library and the University; and to the community and the profession where the individual has made an essentially nonremunerative contribution by virtue of special professional/academic competence. These contributions may be demonstrated by: leadership in provincial, regional, or national professional and/or scholarly organizations; service on library and University policy-making and planning bodies, committees, task forces, etc.; widely recognized commitment to librarianship.

ARTICLE 18. HIRING OF MEMBERS

18.A **General Provisions**

18.A.1 The primary objective in recruiting is to develop the best possible educational program for students at the University of Manitoba. Except when it is clearly to the disadvantage of the University and its programs, those defined as Canadian at the time of application for a University post shall be hired in preference to those defined as non-Canadian.

18.A.2 For the purpose of this Article, a Canadian is defined as a person who:

18.A.2.1 holds Canadian citizenship, or

18.A.2.2 holds permanent resident status, or

18.A.2.3 is able to provide proof that he/she is an applicant for permanent resident status from within Canada who has received approval in principle from Citizenship and Immigration Canada and is therefore eligible to hold a valid open work permit authorizing him/her to work pending finalization of his/her application for permanent residence.

18.A.3 In keeping with requirements of the Federal Contractors Program, to which the University is committed, the University and the Association agree to the principle of employment equity for women, visible minorities, Indigenous peoples and persons with disabilities at the University of Manitoba. This principle ensures opportunities in hiring, promotion and tenure for members of the above groups, and ensures that no systemic barriers exist to the full participation of the above groups in the workplace of the University of Manitoba.

18.A.4 Notwithstanding the provisions of s. 18.A.6, whenever a department has at least ten (10) Members of one gender and none of the other gender holding probationary appointments or appointments with tenure, the next available probationary or tenured position in the department as approved by the Provost and Vice-President (Academic) shall, if possible, be filled by hiring a qualified applicant of the gender not represented in the department.

18.A.5 Where an unwarranted numerical gender imbalance (the determination of which shall not be inconsistent with the University's Employment Equity Program as approved on February 13, 1990) exists in the composition of the department or library, the department shall, as part of the search procedures:

18.A.5.1 consult with informed men or women of the respective department, library, or discipline in order to identify suitable prospective candidates, and

18.A.5.2 ensure that such candidates are made aware by letter of such vacant positions.

18.A.6 The University and the Association agree that the best candidate shall be hired, irrespective of gender. When two candidates are demonstrably equal, and there is an unwarranted numerical gender imbalance in a department or library, the candidate of the under-represented gender shall be offered the position.

18.A.7 In the evaluation of candidates for appointment to a position in the bargaining unit, search committees shall take into account career interruptions caused by family responsibilities. Such interruptions shall not be a disadvantage to the candidate.

18.B **Search and Advertising**

18.B.1 The following procedures are intended to apply to all positions in the bargaining unit except for contingent appointments, term appointments to replace a Member on leave under Article 21 and 22, the renewal of term and contingent appointments, spousal recruitment under s. 18.D (except to the extent provided

therein), renewals and appointments under sections 17.A.6.3, 34.7.3 and Article 28.

18.B.2 **Faculty Participation**

18.B.2.1 The academic staff members with faculty rank of the department meeting in committee shall recommend to the dean/director the priorities and procedures whereby candidates shall be sought, assessed and recommended for appointment. A reasonable number of academic staff members with faculty rank of a department shall participate in an advisory role in the search process.

18.B.2.2 Except as provided in s. 18.D of this Article, a search committee normally composed of five (5) persons (exclusive of the dean/director and any student participation), as follows, shall be appointed by the dean/director:

18.B.2.2.1 At least three (3) of those persons appointed to the committee shall be selected from a list of five (5) Members recommended to the dean/director by the academic staff members with faculty rank of the department meeting in committee. Members shall form the majority of voting members of the committee. If insufficient Members agree to serve, other persons may be used.

18.B.2.2.2 The dean/director or his/her designate shall be the non-voting chairperson of the search committee.

18.B.2.2.3 The committee shall be advisory to the dean/director.

18.B.2.2.4 There shall be provision for student participation. In the event students do not participate in the search committee's procedures that shall not invalidate the proceedings of the search committee.

18.B.2.2.5 At least one faculty member from a related discipline will normally be involved.

18.B.2.2.6 There shall be at least two (2) persons of each gender on each search committee wherever possible although there shall always be at least one (1) person of each gender. This shall be exclusive of any student participation.

18.B.2.2.7 In the event of:

18.B.2.2.7.1 a cross-appointment, or

18.B.2.2.7.2 departmental circumstances which do not permit the application of s. 18.B.2.2.1 above, or

18.B.2.2.7.3 a faculty/school which is not organized into departments, other procedures, modelled on the above, shall be established by the dean/director.

18.B.2.3 The search committee shall provide the dean/director with all information involved in the search process.

18.B.2.4 After the search is completed, a recommendation on the order of preferred candidates for the appointment shall be forwarded to the dean/director, which shall then be forwarded to the Provost and Vice-President (Academic) together with the dean/director's own recommendation before any offer of appointment is made.

18.B.2.5 Members of a department shall be advised when a candidate is visiting.

18.B.2.6 It shall not be considered a breach of confidentiality for a Member to disclose to the chair of the search committee, to the dean/director, to the Vice-Provost Academic Affairs, to Staff Relations, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Executive Director will contact the Director of Staff Relations to discuss the situation prior to taking any action.

18.B.3 **Librarians' Participation**

18.B.3.1 Whenever the filling of a full-time academic librarian's position is authorized, the University Librarian shall conduct a search for suitable prospective candidates.

18.B.3.2 Academic librarians meeting in committee shall recommend procedures whereby candidates shall be sought, assessed and recommended for appointment. A reasonable number of academic staff members with academic librarian rank shall participate in an advisory role in the search process.

18.B.3.3 A search committee of six (6) persons shall be appointed by the University Librarian.

18.B.3.3.1 At least three (3) of those persons appointed to the committee shall be selected from a list of five (5) Members recommended to the University Librarian by the academic librarians meeting in committee. Members shall form the majority of voting members of the committee. If insufficient Members agree to serve, other persons may be used.

18.B.3.3.2 The University Librarian or his/her designate shall be the non-voting chairperson of the search committee.

18.B.3.3.3 The committee shall be advisory to the University Librarian.

18.B.3.3.4 There shall be at least two (2) persons of each gender on each search committee wherever possible although there shall always be at least one (1) person of each gender. This shall be exclusive of any student participation.

18.B.3.4 After the search is completed, the recommendations regarding the appointment shall be forwarded to the University Librarian.

18.B.3.5 Academic librarians in a department, section, or regional library, as appropriate, shall be advised when a candidate is visiting.

18.B.3.6 It shall not be considered a breach of confidentiality for a Member to disclose to the chair of the search committee, to the University Librarian, to the Vice-Provost Academic Affairs, to Staff Relations, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Executive Director will contact the Director of Staff Relations to discuss the situation prior to taking any action.

18.B.4 **Advertising**

18.B.4.1 All positions approved for external search shall be advertised in electronic and/or print media. Such advertising shall include notice of vacancy in at least one (1) issue of University Affairs, in at least one (1) issue of the CAUT Bulletin, and, if appropriate, at least once in a Canadian society or association journal. The notice of vacancy shall also be posted on the University of Manitoba website. Deans and Directors shall monitor this process. In exceptional circumstances, a departure from this procedure may be authorized by the Provost and Vice-President (Academic) who shall inform the Association in writing of such authorization within ten (10) working days thereof.

18.B.4.2 All positions approved for internal search shall be posted on the University of Manitoba website.

18.B.4.3 All advertisements for any one (1) position shall be worded as similarly as possible in all publications and shall be consistent with s. 18.A.3.

18.B.4.4 All advertisements shall contain wording in accordance with legal requirements of Employment and Social Development Canada.

18.B.4.5 All advertisements shall spell out clearly the areas of competence and requirements of the position. If Canadian experience or background is required, this should be noted.

18.B.5 **Preferential Treatment to Canadians**

18.B.5.1 The search committee shall ensure that preferential consideration be given to Canadians who meet the qualifications of the advertised position, accordance with applicable Government of Canada immigration requirements.

18.B.5.2 The search committee shall ensure that at least the top qualified Canadian (as defined in s. 18.A.2 above) is offered an interview for tenured or probationary appointments. In exceptional circumstances, a departure from this procedure may be authorized by the Provost and Vice-President (Academic).

18.B.6 **Recommendations for Appointment**

The dean/director shall inform the search committee and department head, as appropriate, whether he/she accepts or rejects the advice of the search committee or department head. In the event that the dean/director rejects the advice of the search committee or department head his/her reasons shall be given to the search committee or department head, as appropriate.

18.C **Appointment**

18.C.1 Upon approval of the Provost and Vice-President (Academic), the dean/director, may make an offer of appointment to the approved candidate. Any such offer shall be made on the understanding that the appointment is subject to the approval of the Board of Governors and, where legally required, Employment and Social Development Canada.

18.C.2 The dean/director shall ensure that the type of appointment, the duration of the appointment, the rank and salary, and any other terms and conditions pertaining to the appointment as provided in this Agreement are clearly set out in all offers of appointment.

18.C.2.1 An offer of appointment for a term appointment at the rank of lecturer may provide that, contingent upon the approved candidate's satisfactory completion of the Ph.D. in his/her discipline (but not later than two (2) years from the date of the appointment):

18.C.2.1.1 his/her rank may be changed to assistant professor;

18.C.2.1.2 his/her type of appointment may be changed to probationary; and

18.C.2.1.3 his/her base salary rate may be increased by an amount specified in the offer.

18.C.3 The Collective Agreement shall be made available in all such letters of offer through reference to the Human Resources website. The Human Resources website shall have the subject index appended to the Collective Agreement. A letter from the Association, acceptable to the University, shall also be provided electronically. This letter shall advise the approved candidate to be in contact with the Association and shall provide contact information. University approval of the letter shall not be unreasonably withheld.

18.C.4 A copy of the final letter of offer for all newly appointed Members shall be sent to the Association within twenty-five (25) working days of approval by the Board of Governors.

18.C.5 Upon completion of the hiring process set forth in this Article, a copy of the "Summary of Applications for Full-Time Appointments" form completed by the chair of the search committee shall be sent to the Association. The form includes the type of appointment, the number of male and female applicants, the number of

male and female interviewees, the number of male and female appointees, the composition of the search committee and special efforts utilized to attract applications from both males and females. Nothing in this section shall require the University to provide the names of applicants or interviewees.

18.D **Spousal Recruitment**

18.D.1 Where, in accordance with the provisions of this Article:

18.D.1.1 the candidate recommended for appointment has a spouse who is seeking an academic appointment, and where the candidate's acceptance of an appointment is contingent upon his/her spouse obtaining an appointment, the University may depart from the procedures for search and advertising specified in this Article vis-a-vis the spouse to facilitate the recruitment of the candidate; or

18.D.1.2 a Member has a spouse who is seeking an academic appointment, and where the Member's remaining at the University is contingent upon his/her spouse obtaining an appointment, the University may depart from the procedures for search and advertising specified in this Article vis-a-vis the spouse to facilitate the recruitment of the candidate.

18.D.2 Where section 18.D.1 is to be invoked, the following procedures shall apply:

18.D.2.1 The dean/director of the faculty/school in which the spouse would be seeking an appointment must give his/her consent to consideration of the spouse's appointment in that faculty/school. Prior to making this decision, the dean/director shall seek the recommendation of the department head of the department in which the spouse would be seeking an appointment and the academic staff members with faculty rank of the department meeting in committee.

18.D.2.2 Where the dean/director gives his/her consent pursuant to s. 18.D.2.1, a search committee formulated in accordance with s. 18.B.2 shall review the application, interview the applicant, and, having regard to the department priorities as described in s. 18.B.2.1, make a recommendation which shall be forwarded to the dean/director and the Provost and Vice-President (Academic) before any offer of appointment is made.

18.D.2.3 Where the spouse would be seeking an appointment as an academic librarian, the University Librarian must give his/her consent to consideration of the spouse's application for an appointment in the Libraries. Prior to making this decision, the University Librarian shall seek the recommendation of the academic staff with academic librarian rank meeting in committee.

18.D.2.4 Where the University Librarian gives his/her consent pursuant to s. 18.D.2.3, a search committee formulated in accordance with s. 18.B.3.3 and following the procedures of s. 18.B.3.4 and s. 18.B.3.5 shall review the application, interview the applicant and make a recommendation which shall be forwarded to the

University Librarian and the Provost and Vice-President (Academic) before any offer of appointment is made.

18.D.2.5 The provisions in sections 18.B.6 and 18.C.1 through 18.C.5 shall apply.

18.D.3 The Association shall be notified in writing within ten (10) working days of s. 18.D being invoked. The notice shall include the names of both individuals, types of appointment, rank and department.

18.E **Academic Administrators within the Bargaining Unit**

The following provisions do not apply to the appointments of acting administrators, or to their deputies (e.g. associate or assistant department head).

18. E.1 **Academic Staff Members with Faculty Rank**

The selection of department heads, whether by internal or external search, shall be in accordance with the provisions of this Article. In considering candidates for the position, the search committee shall automatically consider the incumbent as a candidate for renewal of appointment unless he/she declines to be considered. For clarity, internal applicants shall be eligible to apply where there is an external search.

18.E.1.2 **Academic Staff Members with Academic Librarian Rank**

The selection of section heads, department heads and coordinators, whether by internal or external search, shall be in accordance with the provisions of this Article. For clarity, internal applicants shall be eligible to apply where there is an external search.

ARTICLE 19. FACULTY RIGHTS, DUTIES, AND RESPONSIBILITIES; DISCIPLINE; APPOINTMENTS AND TENURE

19.A.1 **Assignment of Teaching Duties**

19.A.1.1 **Authority to Assign Teaching Duties**

19.A.1.1.1 Duties shall be assigned by the dean/director following consultation and discussion with the Member. The process of assignment of duties shall normally be completed by April 30 for the following Fall and Winter terms, and by December 20 for the following Summer term. No decision on assignment of duties shall be set aside or reversed only because of technical non-compliance with the dates and times established by this section.

19.A.1.2 **Fairness of Assignment of Teaching Duties**

19.A.1.2.1 In assigning teaching duties pursuant to s. 19.A.2.4, the dean/director shall comply with the Guidelines for the faculty/school/college and the limitations on assignment

of teaching duties as set out in this Article. Teaching duties shall be assigned reasonably and fairly using a transparent method, equitably among Members of a unit, taking into consideration:

(i) the full range of academic responsibilities of individual Members, including teaching, research, scholarly work and creative activity, and service;

(ii) available human resources;

(iii) the rank and type of appointment (term, contingent, probationary, continuing, tenured, or reduced/half-time) of individual Members; and

(iv) relevant faculty/school/college procedures and guidelines for awarding of tenure, continuing appointments and promotion.

19.A.1.3 **Guidelines for Assignment of Teaching Duties**

19.A.1.3.1 Promptly following November 22, 2016 ~~this Agreement coming into effect~~, the dean/director of each faculty/school, and in the case of the Faculty of Health Sciences, the dean of each respective college, shall:

(i) seek the advice of the Members of his/her faculty/school/college meeting in committee for the purpose of establishing of a set of teaching guidelines (the "Guidelines"). This meeting shall include (solely for the purposes of seeking advice) individuals who would be Members but for the provisions of Article 30, providing they hold a primary appointment in the faculty/school/college.

(ii) following receipt of the advice, the dean/director will prepare Guidelines, in consultation with either the Members, or a sub-committee of Members, the majority of whom shall be elected by Members meeting in committee.

(iii) undertake any other consultations they deem advisable in order to better inform the preparation of the Guidelines.

(iv) consider all the input received in preparing the final Guidelines, and prepare a report regarding what he/she decided to include or not include in the final Guidelines. The dean/director's report will be made available to all Members.

(v) submit the Guidelines to a secret ballot vote of the Members meeting in committee. Only Members shall vote. The results of the vote shall be made known in writing to the Members.

19.A.1.3.2 If a faculty/school/college does not approve the Guidelines by majority vote on its first attempt, the dean/director of the faculty/school/college shall continue working with the Members meeting in committee on the establishment of the Guidelines in accordance with s. 19.A.1.3.1.

19.A.1.3.3 On any subsequent vote to attempt to establish the Guidelines in accordance with s. 19.A.1.3.1, the Guidelines will be established if they are approved by one-third of the Members meeting in committee.

19.A.1.3.4 Until new Guidelines are approved, deans/directors shall continue to follow existing guidelines or past practice where there are no guidelines.

19.A.1.3.5 Guidelines shall take into consideration the full range of academic work of Members, and:

(a) The priorities and integrity of the academic programs of the faculty/school/college;

(b) The range of activities required for the granting of tenure, continuing appointments and promotion;

(c) The full range of demands associated with teaching, including the factors in s. 19.A.2.4.1 and s. 20.A.1.2.2, nature of the course, course level, course enrolment, class size, course preparation, prescribed methods of instruction and evaluation. Faculties/schools/colleges may consider activities such as academic coaching, counseling, and mentoring; consultation with students; curriculum and course development; supervision of teaching assistants and graders/markers; and, where part of a Member's assigned duties, tutorials, and laboratory or clinical demonstration or supervision;

(d) Supervisory work that is part of graduate and undergraduate teaching;

(e) Practice of professional skills;

(f) Research, scholarly work, and creative activities in accordance with s. 19.A.2.4.2 and s. 20.A.1.2.1;

(g) Assigned service, in accordance with s. 19.A.2.4.3 and s. 20.A.1.2.3; and

(h) Assigned work performed for other departments, faculties, schools, colleges, or programs.

19.A.1.3.6 Guidelines of a faculty/school/college shall include a standard teaching workload range, and address the circumstances when the teaching load of a Member shall differ. The Guidelines shall also provide guidance on when a course is cancelled.

19.A.1.3.7 The Guidelines shall be reviewed at least every five (5) years, or no more than once per year upon request of the dean/director or a two-thirds majority of the Members of the faculty/school/college meeting in committee. Reviews of the Guidelines shall follow the same process as set out in s. 19.A.1.3.1 – s. 19.A.1.3.3.

19.A.1.4 **Limitations on Assignment of Teaching Duties**

19.A.1.4.1 The assignment of teaching shall take into consideration the priorities and integrity of academic programs, teaching space, and the individual preferences of Members.

19.A.1.4.2 All banked teaching credits held by Members as of April 1, 2016 ~~the date this Collective Agreement comes into effect~~ and all teaching credits which come into effect prior to the Guidelines being established by the applicable faculty/school/college shall remain in full force and effect and shall be honoured by the faculty/school/college. Banked teaching credits will not be paid out upon the Member's retirement or departure from the University. Members shall make reasonable efforts to use their banked credits.

19.A.1.4.3 The Guidelines of each faculty/school/college shall contain a provision governing the granting and use of the banked teaching credits earned after the Guideline comes into force and effect.

19.A.1.4.4 The teaching credit/reduction arrangement in place at the time the Member accepts their administrative or service assignment shall apply to the Member for the duration of their assignment. Where the Guidelines established pursuant to this Article revise the teaching credits or reductions, the revisions shall apply to assignments accepted or renewed after the applicable Guidelines come into force and effect.

19.A.2 **Faculty Rights, Duties and Responsibilities**

19.A.2.1 Faculty members shall have the right to express opinions and to participate by means of their representatives in procedures as provided for in the appropriate Article concerning such matters as: the appointment and promotion of faculty members; the granting of tenure to faculty members; the selection and review of heads of departments and academic administrators (but not their deputies or associate officers); and the granting of merit awards.

19.A.2.2 In addition to their civil rights, faculty members have certain rights, duties and responsibilities that derive from their positions as teachers and scholars working within the University community. Faculty members shall act reasonably, fairly and in good faith in dealing with others and the University shall have the same obligation in dealing with faculty members.

19.A.2.3 The duties assigned to a faculty member shall include an appropriate combination of:

19.A.2.3.1 undergraduate and/or graduate teaching;

19.A.2.3.2 research, scholarly work and other creative activities;

19.A.2.3.3 service.

19.A.2.4 The assignment of these duties may vary from individual to individual and from faculty/school to faculty/school as determined by the dean/director in consultation with the faculty member. In carrying out these duties, faculty members shall comply with the University of Manitoba Policy on the Responsibilities of Academic Staff with Regard to Students as of the effective date of this Agreement. In particular, these duties carry with them specific rights and responsibilities as follows:

19.A.2.4.1 **Teaching**

19.A.2.4.1.1 Faculty members have the right and obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise; conscientiously to prepare and organize their subject matter; and to revise the subject matter on a regular basis as is appropriate for the courses that they teach.

19.A.2.4.1.2 Notwithstanding s. 19.A.2.4, Members must consent to the technology used in teaching courses dependent on information technologies. This consent shall not be unreasonably withheld.

19.A.2.4.1.2.2 Members teaching courses dependent on information technologies which involve the broadcast, transmission, retransmissions, publication, recording, or storage of the contents of the course shall exercise copyright and intellectual property rights regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course under the provisions of Article 14 of the Collective Agreement.

19.A.2.4.1.3 In the case of graduate teaching, supervision of student research and thesis preparation and participation in the evaluation of theses are integral parts of the teaching responsibilities of faculty members.

19.A.2.4.1.4 Faculty members have the right and responsibility, not inconsistent with Senate policy, to:

19.A.2.4.1.4.1 insist upon order and safety in the classroom, laboratory or similar learning situation;

19.A.2.4.1.4.2 evict those who disrupt order in the classroom, laboratory or similar learning situation;

19.A.2.4.1.4.3 control access of persons not registered in the course or involved in research situations except for those who require access in carrying out their University duties;

19.A.2.4.1.4.4 rule on the use by students of all electronic or mechanical devices in the classroom, laboratory, examination or similar learning situation.

19.A.2.4.1.5 Exclusive of those on research/study leave, a Member who is unable to meet his/her class(es) due to travel or attendance at a meeting or conference shall arrange for coverage of his/her class(es) by a qualified substitute, or reschedule

such class(es) at a time convenient to his/her students, and at no expense to the University.

19.A.2.4.1.6 **Importing Courses via Information Technologies**

A course developed by anyone or any organization may only be developed and/or offered at the University of Manitoba through information technologies if it does not have the consequence of eliminating or reducing a Member's and/or Members' position(s).

19.A.2.4.2 **Research, Scholarly Work and Other Creative Activities**

19.A.2.4.2.1 Faculty members shall be responsible for and have the right and opportunity to carry out a reasonable amount of meaningful research, scholarly work and other creative activities. Faculty members shall endeavour to publish the results of their scholarship. Research, scholarly work and other creative activities conducted by faculty members in the course of their duties shall have as their primary objective the expansion of knowledge and understanding, as well as the improvement of the faculty member's scholarly competence.

19.A.2.4.2.2 Faculty members shall indicate their reliance on the work and assistance of others, if any, and their affiliation with the University in their published work(s).

19.A.2.4.2.3 In the context of this Article, research, scholarly work and other creative activities does not include activities necessary for the immediate and normal preparation for scheduled teaching, except when such activities are judged by peer review to represent an academic advance or a development of clinical or instructional materials or methods of such an innovative type that they have a wider application beyond the faculty member's own scheduled teaching duties.

19.A.2.4.3 **Service**

19.A.2.4.3.1 Service includes those internal and external activities which arise from the research and teaching functions of the University. Consistent with their primary responsibilities in teaching and research, faculty members shall:

19.A.2.4.3.1.1 be responsible for advising students on academic matters, supervision of examinations and assistance at registration and other administrative duties and committee work related to their teaching and research responsibilities. While exercising their administrative responsibilities, faculty members shall deal ethically with other employees, students, and the general public with regard to fairness, non-discrimination, objective assessment of performance, and the principle and procedures of confidentiality.

19.A.2.4.3.1.2 participate in the governance of the University through active membership on department and faculty councils and, when called upon, participate to a reasonable extent in other University bodies.

19.A.2.4.3.1.3 have the right and responsibility to engage in community service when related to and appropriate to their discipline and field of expertise. Community service is that work within the community at large that enhances the reputation of the University because the individual faculty member makes an essentially non-remunerative contribution by virtue of special academic competence. When addressing themselves to the community at large, faculty members retain the responsibility for seeking and stating the truth. Faculty members must make it clear that their positions and opinions are personal except when specifically authorized to speak on behalf of the University.

19.A.2.4.3.2 Where, in order to fulfill gender-balance requirements on committees, some faculty members are required to assume increased service duties, the University shall implement a reasonable workload adjustment so that the Member's responsibilities under this Article may be fulfilled.

19.A.2.5 Faculty members shall discharge their duties responsibly. In order that they may carry out these duties, faculty members shall be provided with reasonable access to facilities and services and with reasonable opportunity to use such facilities and services.

19.B **Discipline**

19.B.1 **Reprimand, Suspension and Dismissal**

19.B.1.1 A faculty member may be reprimanded or suspended without loss of pay for inability or refusal to carry out, or misconduct in carrying out his/her University duties and responsibilities.

19.B.1.2 A faculty member may be suspended with loss of pay or dismissed for just and reasonable cause, for example, but without limiting the generality of the foregoing, for persistent neglect of duty, incompetence or gross misconduct.

19.B.1.3 When the President has recommended to the Board of Governors that a faculty member be dismissed or suspended with loss of pay, the President may suspend that faculty member from duties without loss of pay pending the decision of the Board.

19.B.1.4 Medical disability shall not be cause for reprimand, suspension or dismissal, since this is covered by sick leave and medical disability insurance, unless the faculty member has unreasonably refused medical attention. When a faculty member's performance is judged to be inadequate and where it is believed that this inadequacy may be the result of illness, the University may require that he/she produce a medical certificate. If there is then evidence that the inadequate performance is the result of illness the faculty member shall be placed on sick leave.

19.B.1.5 Whenever a faculty member is reprimanded, suspended or dismissed, he/she shall be given written notification thereof together with a written statement of the reasons for taking this action.

19.B.1.6 The Association shall be notified of the names of faculty members who have been reprimanded, suspended or dismissed.

19.B.1.7 Where the University has imposed discipline on a faculty member and demanded any remedial or other action be undertaken by the faculty member as part of the disciplinary measure, the University may not subsequently impose further discipline on the faculty member for failure to comply with the remedial or other action, provided the faculty member files a grievance/unjust treatment within the time limits set out in this Agreement.

19.B.1.8 Where a meeting is scheduled by the University for the purpose of imposing discipline or conducting an investigation into inappropriate behaviour, the Member shall be provided reasonable notice of the meeting; advised of the nature of the meeting; and advised of the right to request that a representative of the Association attend the scheduled meeting. Where a Member intends to have an Association representative present, the Member shall so advise the person arranging the meeting.

19.C **Appointments**

19.C.1 **Ambit**

19.C.1.1 Appointments as faculty members shall be of the following types: appointments with tenure; probationary appointments; term appointments; contingent appointments.

19.C.2 **Termination of Appointment by the Faculty Member**

19.C.2.1 An academic appointment, other than a term appointment, can be terminated by the faculty member only if he/she gives the University written notice at least six (6) months prior to the end of an academic year, or such shorter notice as the President agrees to accept. Unless the President agrees to accept an alternative date proposed by the faculty member, the date on which the faculty member's duties and salary come to an end shall be the final day of the academic year with reference to which the notice was given. The one exception to this is that the faculty member shall have the right to terminate following six (6) months' notice ending on the final day of his/her individual appointment year, provided that day falls within the period extending from the first day of July to the first day of September, inclusive, subsequent to that academic year.

19.C.3 **Appointments with Tenure**

19.C.3.1 A faculty member of the rank of assistant professor, associate professor or professor may be granted tenure by the Board of Governors after consideration of

the recommendation from the President either at the time of initial appointment or pursuant to the procedures set forth in this Article.

19.C.3.2 A faculty member of the rank of assistant professor, associate professor or professor whose appointment with tenure was terminated due to a reduction in staff under the provisions of Article 28 shall be granted tenure automatically by the Board of Governors if he/she is given a subsequent full-time academic appointment.

19.C.3.3 A faculty member of the rank of assistant professor, associate professor or professor shall be granted tenure if:

19.C.3.3.1 it is discovered, and brought to the attention of the dean/director, that a faculty member has received a probationary appointment, for a period in total longer than his/her maximum untenured period; and

19.C.3.3.2 he/she is not considered for an appointment with tenure during that or the next academic year according to the regular procedures of his/her faculty/school.

19.C.3.4 Lecturers shall not be eligible to be granted tenure.

19.C.3.5 Nothing in this Article shall prevent the Board of Governors from giving an appointment with tenure to a faculty member of the rank of assistant professor, associate professor or professor who has a contingent appointment or in cases where special circumstances seem to them to justify it.

19.C.3.6 If a faculty member with tenure is granted research/study leave or other leave of absence for any period, he/she shall retain tenure during that period.

19.C.3.7 If a faculty member, having voluntarily terminated his/her appointment with tenure (no matter whether the termination took the form of a complete break in service with the University, or was simply the consequence of going on an untenured part-time appointment where he/she was informed in advance that tenure could not be retained), subsequently receives a full-time academic appointment with the University, he/she shall not have tenure again until it is received in one of the ways mentioned in sections 19.C.3.1, 19.C.3.2 or 19.C.3.3 above.

19.C.3.8 All faculty members who have tenure prior to the commencement of this Agreement or receive tenure during the life of this Agreement shall have and hold tenure independently of the existence of this Agreement.

19.C.3.9 Each faculty member whose appointment is to be terminated under the provisions of Article 28 shall be given such written notice as is prescribed in Article 28, except that, if the faculty member and the President agree, the faculty member may elect to terminate his/her University duties at any time before the end of the notice period.

19.C.4 **Probationary Appointments**

19.C.4.1 A faculty member of the rank of assistant professor, associate professor or professor shall receive a probationary appointment if the Board of Governors, after considering a recommendation from the President, makes such an appointment.

19.C.4.2 Only full-time faculty members of the rank of assistant professor, associate professor, or professor can receive and hold a probationary appointment.

19.C.4.3 Except as provided for in s. 19.C.3.3 and s. 19.C.5.7.2, no faculty member shall hold a probationary appointment for a period in total longer than his/her maximum untenured period. The maximum untenured period for full-time faculty members at the rank of assistant professor, associate professor or professor shall be six (6) years of full-time service, except for any reduction in accordance with s. 19.C.4.3.1.2 or any extension in accordance with s. 19.C.4.3.1 and/or s. 19.C.4.3.2. A faculty member shall be considered for tenure during the last academic year of his/her maximum untenured period if he/she has not been considered for tenure pursuant to s. 19.C.4.4.1 and, by September 21, has not been granted any leave to take effect after September 21 in that year.

19.C.4.3.1 A faculty member's maximum untenured period as computed but for this section shall be extended by one (1) year for each maternity leave or parental leave, if any, taken during such period.

19.C.4.3.1.1 **Maximum Untenured Period**

The maximum untenured period shall begin with the effective date of the first probationary appointment, provided that the effective date is the first day of July. In any case where the probationary appointment begins between July second and September first inclusive, the maximum untenured period shall be deemed to have begun on the July first previous. In any case where the probationary appointment shall begin between September second and June thirtieth, inclusive, the maximum untenured period shall be deemed to begin on the following July first.

19.C.4.3.1.2 Where the faculty member has served with the University on full-time term and/or contingent appointments as a lecturer, assistant professor, associate professor or professor, before the effective date of the first probationary appointment, his/her maximum untenured period may, at the discretion of the Member, be reduced by one (1) or more years, provided that no such reduction shall be greater than the actual period of prior service. Any reductions in the maximum untenured period shall be stipulated in the letter of offer.

19.C.4.3.2 A faculty member's maximum untenured period as computed but for this section shall be extended by such fractional part of a year as may be necessary in order that such period end on the 30th of June.

19.C.4.3.3 Time spent on research/study leave, other leaves at less than full pay (other than maternity leaves or parental leaves and leaves granted pursuant to sections 22.1.1.12, 22.2.1.11, and 22.2.3, which leaves are addressed in s. 19.C.4.3.1), appointments outside the bargaining unit and other lapses in service shall not be counted as part of the maximum untenured period. The period counted as part of the maximum untenured period shall include that before and after any other leave of absence without pay. In the event that a faculty member is absent on sick leave for a continuous period exceeding three (3) months, the faculty member's maximum untenured period as defined in s. 19.C.4.3 shall be extended by one (1) year. However this extension may only occur once.

19.C.4.4 **Application for Tenure**

19.C.4.4.1 **Early Tenure Applications**

19.C.4.4.1.1 A faculty member who holds a probationary appointment and who has completed the equivalent of at least three (3) years of full-time employment in a faculty capacity at this or another university or in a research appointment at a recognized research establishment other than a university shall have the right to apply for tenure consideration prior to the completion of his/her maximum untenured period.

19.C.4.4.1.2 An early tenure application shall be made in writing to the faculty member's dean/director no later than July fifteenth of any given academic year. Before making this application the faculty member shall first consult with his/her dean/director and department head. When a faculty member applies for early tenure consideration, the applicant shall be expected to meet the same criteria and have achieved the same level of competence as a Member who has completed his/her maximum untenured period regardless of the number of years of probation served.

19.C.4.4.1.3 The faculty member may withdraw his/her early tenure application by notifying his/her dean/director in writing, at any time up to and including September twenty-first of the academic year in which the application is made. A faculty member who receives tenure consideration pursuant to s. 19.C.4.4.1 shall not have any further right to be considered for tenure with respect to that appointment.

19.C.4.4.2 **Tenure Applications**

19.C.4.4.2.1 Except as provided in 19.C.4.4.1 above, an application for tenure shall be made in writing to the faculty member's dean/director no later than July fifteenth of the last academic year of the faculty member's maximum untenured period.

19.C.4.4.2.2 Subject to s. 19.D.1.8, the faculty member shall supply the appropriate tenure committee with whatever material and information he/she or the committee deems necessary to justify his/her being granted tenure.

19.C.4.4.2.3 Notwithstanding any other provision of this Agreement, a faculty member's probationary appointment shall end on the 30th of June next following his/her receiving tenure consideration.

19.C.4.5 **Termination Procedure**

A department head who, after reviewing a faculty member's performance of his/her duties as specified in this Article, determines that his/her performance is inadequate shall so inform the probationer in writing and shall seek the advice of appropriate members of the department with academic rank as to the validity of his/her concerns. If after receiving this advice, the department head believes that the appointment should be terminated because the Member's performance is inadequate, he/she shall inform the dean/director. If the dean/director concurs with this advice, he/she shall inform the Member and, if the latter requests written reasons, shall supply him/her with same in sufficient detail to permit him/her to respond. The dean/director may then forward a recommendation and the reasons to the Provost and Vice-President (Academic) along with a written report of the advice received together with a list of the names of those consulted. The Provost and Vice-President (Academic) may then forward a recommendation and the reasons to the President along with a written report of the advice received together with a list of the names of those consulted. If the President intends to recommend to the Board that the faculty member's probationary appointment be terminated, then the President shall give the faculty member notice of his/her intention to recommend to the Board that the faculty member's probationary appointment be terminated. A faculty member who receives this notice of intention from the President may request, within ten (10) working days of the receipt of the said notice of intention, and shall be granted an informal hearing with the President before the recommendation goes to the Board. After receiving the President's recommendation, the Board of Governors may terminate the probationary appointment upon giving six (6) months' written notice ending at the end of an academic year. The time elapsed between the date of the request for an informal hearing and the date of receipt by the Board of the President's recommendation shall count as part of the six (6) months' written notice.

19.C.4.6 Beginning at Stage 3 and in accordance with Article 32, a faculty member may grieve the termination of his/her probationary appointment only on the grounds that:

19.C.4.6.1 the action is arbitrary or capricious; or

19.C.4.6.2 there was an inadequate exercise of professional judgment in the particular circumstances of the University and the faculty or school concerned; or

19.C.4.6.3 he/she has reason to believe that the appointment is being terminated for exercising his/her academic freedom.

19.C.5 **Term Appointments**

19.C.5.1 A faculty member may receive a term appointment if the Board of Governors, after considering a recommendation from the President, makes such an appointment.

19.C.5.2 Except as provided in s. 19.C.5.3, no notice of intention not to grant another appointment is required to be given by the University and no notice of intention not to accept another appointment is required to be given by the faculty member.

19.C.5.3 A faculty member who has received continuous full-time term appointments for a period in total of more than three (3) years shall receive from his/her dean/director at least three (3) months' notice of intention not to grant another appointment or shall give his/her dean/director at least three (3) months' notice of intention not to accept another appointment.

19.C.5.4 Subject to the provisions of s. 19.C.5.6, where:

a) a faculty member on a term appointment has held contiguous full-time term appointments for at least six (6) consecutive years; and

b) the faculty member has performed satisfactorily; and

c) a subsequent term appointment performing the same or substantially the same duties as set out in the letter of offer for the faculty member's most recent term appointment is to be made within four (4) months of the end of that appointment;

d) then the faculty member shall be offered the subsequent term appointment.

19.C.5.5 A faculty member who has a full-time term appointment and has received a notice of intention not to grant another appointment and has reason to believe that he/she is not being reappointed for exercising his/her academic freedom or that s. 19.C.5.4 has not been complied with, may request a hearing with the President within ten (10) working days of receipt of such notice.

19.C.5.5.1 If the hearing does not resolve the matter satisfactorily, the faculty member may file a grievance beginning at Stage 3 and in accordance with Article 32.

19.C.5.6 No faculty member shall be given contiguous full-time term appointments at the rank of assistant professor, associate professor or professor which exceed four (4) years. Any further full-time term appointments of such a faculty member shall automatically become probationary appointments. A faculty member who has been previously employed by the University and who receives a full-time term appointment following a break in service of more than one (1) year shall be deemed to be on a first full-time term appointment in interpreting s. 19.C.5 of this Article. Time spent on leave at full pay to a maximum of one (1) year shall count towards the maximum period of four (4) years, except for sick leave for a

continuous period exceeding three (3) months or a half research/study leave at full pay. In the event of these latter occurrences, the contiguous period of four (4) years as defined herein shall be extended by one (1) year; however, this extension may only occur once.

19.C.5.7 If a faculty member is given a probationary appointment, he/she may not subsequently be given a term appointment except:

19.C.5.7.1 where at least one (1) year has elapsed since completion of the faculty member's last appointment with the University;

19.C.5.7.2 where, following a negative tenure decision, a term appointment for one (1) year is recommended by a tenure committee and the President. A faculty member receiving such an appointment shall neither be considered for tenure nor given another appointment the following year.

19.C.6 **Contingent Appointments**

19.C.6.1 A faculty member may receive a contingent appointment if the Board of Governors, after considering a recommendation from the President, makes such an appointment. The letter of offer for a contingent appointment shall specify the funds upon which the appointment is contingent. The faculty member shall be advised of any change in the source of funds upon which the appointment is contingent.

19.C.6.2 Where appropriate, a contingent appointment shall be for a term equal to the term of available funds upon which the appointment is contingent.

19.C.6.3 Where:

a) a faculty member on a contingent appointment has held contiguous full-time contingent appointment(s) for at least six (6) consecutive years; and

b) the faculty member has performed satisfactorily; and

c) funding upon which the most recent contingent appointment has been dependent is available within four (4) months of the end of that appointment; and

d) a subsequent contingent appointment performing the same or substantially the same duties as set out in the letter of offer for the faculty member's most recent contingent appointment is to be made within four (4) months of the end of that appointment;

e) then the faculty member shall be offered the subsequent contingent appointment.

19.C.6.4 A contingent appointment shall terminate automatically at the end of the term of the contingent appointment or may be terminated by the University by giving six (6) months' written notice ending at the end of an academic year.

19.C.6.5 A faculty member, who has a contingent appointment and has received a notice that his/her appointment is to be terminated and has reason to believe that his/her appointment is being terminated for exercising his/her academic freedom, or that s. 19.C.6.3 has not been complied with, may request a hearing with the President within ten (10) working days of receipt of such notice.

19.C.6.5.1 If the hearing does not resolve the matter satisfactorily, the faculty member may file a grievance beginning at Stage 3 and in accordance with Article 32.

19.D **Tenure Recommendation Procedures**

19.D.1 **Tenure Committee Structure**

19.D.1.1 There shall be a tenure committee structure, established pursuant to the provisions of s. 19.D.1.5, as follows:

(a) a single faculty-based tenure committee for the whole or a part of the faculty; or

(b) a faculty-based nucleus committee to which would be added department representatives for each department.

19.D.1.2 If the latter alternative is chosen, the majority of voting members of each tenure committee are to be from the faculty member's department, where possible to ensure that the majority of the committee has the special expertise of those within a discipline to judge competence in it.

19.D.1.3 There shall be at least one (1) person of each gender on each tenure committee.

19.D.1.4 The dean/director or his/her designate shall be the chairperson of each tenure committee and shall serve in a non-voting capacity.

19.D.1.5 **General Provisions**

19.D.1.5.1 The dean/director, shall ensure that each faculty/school establishes tenure guidelines, in accordance with s. 19.D.1.5.3, which:

(a) identify the type of tenure committee structure(s) to be used;

(b) establish any tenure criteria and the weightings of these tenure criteria, and

(c) establish faculty/school-level procedures for the making of a tenure recommendation, provided that no such procedures are inconsistent with anything in this Article.

19.D.1.5.2 Criteria and weightings shall remain in effect from year to year, until changed in accordance with s. 19.D.1.5.3.

19.D.1.5.3 The dean/director shall:

(a) convene a meeting of Members and associate deans/directors who:

(i) hold a primary appointment within the faculty/school; and

(ii) are either tenured or eligible for tenure; and

(iii) are present and able to participate during the course of the meeting. The dean/director shall not vote at this meeting;

for the purpose of electing an advisory committee and in the case of the Faculty of Health Sciences, the meeting shall be convened by the dean/director of each College. Each College shall elect two Members to the advisory committee.

(b) convene meetings of the elected advisory committee to prepare or revise the tenure guidelines for the faculty/school;

(c) act as a member, or assign a delegate to act as a member of the advisory committee;

(d) the dean/director or delegate in his/her role as a member of the advisory committee shall ensure that the tenure criteria and weightings are fair and appropriate for all disciplines within the faculty/school/college, consistent with this Agreement, consistent with the University's policies, and consistent with the law, before the tenure guidelines are presented for a vote;

(e) if the tenure criteria and weightings do not meet the conditions set out in subsection (d) above, return them to the advisory committee for further consideration. If they meet the conditions set out in subsection (d) above, present the advisory committee's majority recommended tenure guidelines and any dissenting views to a meeting of Members and associate dean/directors who:

(i) hold a primary appointment within the faculty/school/college;

(ii) are either tenured or eligible for tenure; and

(iii) are present and able to participate and vote during the course of the meeting;

for the purpose of a vote on the recommended tenure guidelines. The dean/director shall not vote at this meeting.

(f) adopt the tenure guidelines if the majority votes to accept the

recommendation;

(g) return the matter to the advisory committee if the majority votes to reject the recommendation; and

(h) where there have been two consecutive votes to reject recommended tenure guidelines, determine whether to keep the current tenure guidelines or to adopt the most recently recommended tenure guidelines, and provide written reasons for the decision to all Members within the faculty/school.

19.D.1.5.4 The dean/director shall communicate the tenure guidelines to all faculty members.

19.D.1.6 Upon a faculty member's receiving a probationary appointment, he/she shall be given the criteria and weightings referred to in s. 19.D.1.5.1. Those criteria and weightings shall be used for his/her tenure consideration unless he/she agrees in writing to use different criteria and weightings as changed in accordance with s. 19.D.1.5.3.

19.D.1.7 In all cases the procedures shall be implemented in such a way as to ensure that the recommendation for tenure arrived at is made in light of the following:

19.D.1.7.1 the academic needs of the University; and

19.D.1.7.2 the established criteria and weightings; and

19.D.1.7.3 the duties specifically assigned to the faculty member during the period under consideration. These specific duties must be taken into account in the application of the criteria and weightings; and

19.D.1.7.4 the assessment of the academic attributes and the performance of assigned duties of the faculty member by his/her peers. The academic attributes assessed may include, but are not limited to those listed in Article 20. Promotions, s. 20.A.1.2; and

19.D.1.7.5 the obligations referred to in s. 19.A.2.4 of this Article.

19.D.1.8 **Research Metrics**

19.D.1.8.1 For the purposes of this provision, "research metrics" shall mean the product of the application of quantitative analysis and statistics used to assess the quality of a body of work (e.g, h-index, citation index, bibliometrics).

19.D.1.8.2 Any evaluation and/or assessment of a Member's research shall be based on a full review of the quality of their contribution to research, scholarly work, and other creative activity.

19.D.1.8.3 Quantitative factors (such as the number of publications, research funding amounts, and number of conference presentations) have been an element of evaluation

and/or assessment and shall continue to be an element in the evaluation and/or assessment of research, scholarly work, and creative activities.

19.D.1.8.4 Research metrics shall not be used as a substitute for a more comprehensive assessment of quality and quantity.

19.D.1.9 **Joint Tenure/Promotion Process**

In the event that an Assistant Professor applies for tenure and promotion in the same academic year, the tenure committee established under 19.D.1 may be asked to perform the functions of the tenure committee (as per Article 19) and the promotions committee (as per Article 20). The committee shall first make and forward a recommendation on tenure in accordance with the provisions of Article 19. If the recommendation for tenure is positive, the committee shall then make and forward a recommendation on promotion in accordance with the provisions of Article 20. If the tenure recommendation is negative, the committee shall not consider the promotion application. If tenure is subsequently granted, a new promotion committee shall be struck in accordance with Article 20. If an early tenure application is withdrawn, there shall be a new promotion committee struck in accordance with Article 20. Nothing herein interferes with the right of the applicant to withdraw his/her application for promotion in accordance with s. 20.A.3.1.1.

19.D.2 **Notice of Tenure Hearings**

Deans/directors shall make known the names of those faculty members to be considered by a tenure committee and shall invite submissions to the tenure committees by both faculty members and students. Deans/directors shall also make known in writing to the faculty member the date of the start of his/her tenure hearings and this notice shall be given at least five (5) working days prior to the date of the start of the tenure hearings.

19.D.3 **Procedures of Tenure Committees**

19.D.3.1 The faculty member being considered is to be assured of an opportunity to meet at least once with the tenure committee.

19.D.3.2 Subject to s. 19.D.1.8, the faculty member shall supply the appropriate tenure committee with whatever material and information he/she or the committee deems necessary to justify his/her being granted tenure.

19.D.3.3 If the committee cannot make a positive recommendation as a result of its deliberations, the chairperson of the committee shall so inform the faculty member in writing, indicate the area(s) of concern that the committee will wish to discuss, and establish in consultation with the faculty member, the date for a subsequent meeting where the faculty member shall be given the opportunity to speak to these concerns. A reasonable time will be allowed the faculty member to

seek advice, solicit opinion and provide further documentation in order to prepare for such a meeting.

19.D.4 **Other Recommendation Procedures**

19.D.4.1 The tenure committee shall evaluate any application and supporting evidence and shall make its recommendation to the dean/director. The chairperson shall report in writing all recommendations, together with the specific reasons therefore related to the criteria and weightings established pursuant to this Article, to the faculty member, the department head and the dean/director.

19.D.4.2 Following receipt of the tenure committee's report, the head of the candidate's department shall make a recommendation on tenure to the dean/director for each faculty member. The recommendation of the head shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The head shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member. The dean/director shall transmit the tenure committee's recommendation, his/her own and that of the department head to the Provost and Vice-President (Academic). The recommendation of the dean/director shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The dean/director shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established to this Article, to the faculty member.

19.D.4.3 The Provost and Vice-President (Academic) shall transmit his/her own written recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, and those of the tenure committee, department head and dean/director to the President. The Provost and Vice-President (Academic) shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member.

19.D.4.4 If the recommendation of the department head, dean/director, or Provost and Vice-President (Academic) is different from that of the tenure committee, then he/she shall so advise the tenure committee in writing.

19.D.4.5 The President shall deliver or send to the faculty member by registered mail a written notice of any negative recommendation which he/she intends to forward to the Board, along with the specific reasons related to the criteria and weightings established pursuant to this Article for the negative tenure recommendation and a reminder of the faculty member's right to an appeal as provided in s. 19.D.7. Only the faculty member being considered may appeal the recommendation as is provided in s. 19.D.7.

19.D.4.6 When it has considered the President's recommendation, the Board will communicate its decision to the faculty member in writing.

19.D.5 **Confidentiality**

Except where tenure procedures in s. 19.D.3 and s. 19.D.4 of this Article require the reporting of a recommendation and the nature of any negative considerations to the parties properly concerned with an application, and except where, in the event of an appeal, an arbitration board may require access to confidential information and proceedings, tenure committee meetings shall be closed and deliberations shall be confidential and any submission or recommendation and the reasons for it shall be available only to those persons properly chosen or authorized to consider an application or recommendation for tenure. If a Member makes a public statement about the reasons for any recommendation in his/her case, the recommendation and reasons supplied may be treated by the University as being no longer confidential.

19.D.5.1 Notwithstanding the above, within ten (10) working days following receipt of a submission, the chair of the tenure committee shall forward to the candidate a copy of the submission with identifying marks removed.

19.D.5.2 It shall not be considered a breach of confidentiality for a Member to disclose to the chair of the tenure committee, to the dean/director, to the Vice-Provost Academic Affairs, to Staff Relations, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Executive Director will contact the Director of Staff Relations to discuss the situation prior to taking any action.

19.D.6 **Faculty Members in Special Circumstances**

In the case of a faculty member who does not belong to a faculty or school, the decision about procedures will be made in circumstances which approach as nearly as possible those outlined above with the President or his/her delegate acting instead of the dean/director.

19.D.7 **Appeals of Negative Recommendations Regarding Tenure**

19.D.7.1 **Eligibility**

Any faculty member who receives a notice of the President's intention to make a negative recommendation regarding tenure to the Board shall have the right to appeal that recommendation to an arbitration board in accordance with the provisions of this Article before it goes to the Board.

19.D.7.2 **Appeal and Waiver of Deadline**

The faculty member may appeal the President's recommendation by sending a written notice of intention to appeal to the President, within ten (10) working days of mailing or delivery of the President's notice of that recommendation. The faculty member, by choosing to appeal, automatically waives any deadline for

notice prescribed by this Article for such time as is required to complete the appeal procedure and any subsequent procedures directed by the arbitration board in his/her case. Within this ten (10) day period the faculty member may also ask the President or his/her designate to outline the reasons for this decision. The President or his/her designate shall meet with the faculty member and outline the reasons within ten (10) working days of the request.

19.D.7.3 **Establishment of an Arbitration Board**

Within twenty (20) working days of the President's receipt of the notice of appeal, an arbitration board shall be established. The arbitration board shall consist of three (3) members, one (1) person chosen by the Association, one (1) person chosen by the University and a third person, a neutral chairperson. The chairperson shall be chosen from outside the University community by the mutual agreement of the two (2) members of the arbitration board, but failing such agreement within ten (10) working days, the chairperson shall be selected in accordance with the procedures outlined in Article 32, Grievance Procedure and Arbitration, s. 32.4.2 insofar as they are appropriate.

19.D.7.4 **Statement of Appeal**

Within twenty (20) working days of sending the notice of intention or within twenty (20) working days of meeting with the President or his/her designate or immediately on selection of the chairperson of the Arbitration Board, whichever is later, the faculty member shall send to the arbitration board, through its chairperson, and simultaneously to the Staff Relations Officer, Human Resources, a written statement of appeal for rehearing which shall state both the particular ground for the appeal and the evidence supporting it.

19.D.7.5 **Grounds for an Appeal**

A faculty member who has received notice of the President's intention to make a negative recommendation regarding tenure may appeal that recommendation on the following grounds only:

19.D.7.5.1 procedural defects which affected the intended recommendation to the Board of Governors. Procedural defects include but are not limited to bias or the denial of natural justice, or

19.D.7.5.2 incorrect consideration of substantive material in the tenure recommendation process.

19.D.7.6 **Rights and Procedures of the Arbitration Board**

An arbitration board in the consideration of an appeal may establish its own rules of procedure and evidence, provided that such rules are not inconsistent with anything provided in this Article.

19.D.7.7 **Decisions of the Arbitration Board**

19.D.7.7.1 The decision of the arbitration board shall be final and binding.

19.D.7.7.2 The decision of the arbitration board, together with a written statement of its reasons including dissenting or minority opinions, shall be delivered by the chairperson to the faculty member and to the President within forty (40) working days of receiving the faculty member's statement of appeal. At the same time, the President shall also be given the written statement of appeal.

19.D.7.7.3 The arbitration board may sustain an appeal only on the grounds of:

19.D.7.7.3.1 procedural defects which affected the intended recommendation to the Board of Governors. Procedural defects include but are not limited to bias or the denial of natural justice; or

19.D.7.7.3.2 incorrect consideration of substantive material in the tenure recommendation process.

19.D.7.7.4 In the event the appeal is sustained, the President shall within twenty (20) working days of the date of receipt of the arbitration board's decision initiate repetition of the tenure recommendation process as set out in s. 19.D.1.3, s. 19.D.1.4, s. 19.D.1.6, s. 19.D.1.7, s. 19.D.1.8, s. 19.D.2, s. 19.D.3, s. 19.D.4, s. 19.D.5 and s. 19.D.6 above, but with only such changes in personnel and/or procedures as the arbitration board shall deem necessary to ensure a fair hearing. This process shall be completed within sixty (60) working days of the date of the receipt of the decision of the arbitration board by the President or within such additional time as is agreed to by the University and the Association.

19.D.7.7.5 Notwithstanding the provisions of s. 19.D.7.7.4, in the event the appeal is sustained, the tenure committee shall normally have a different composition than the committee which previously considered the faculty member's application for tenure.

19.D.7.7.6 In the event the appeal is denied, the President shall forward his/her negative recommendation and the decision of the arbitration board to the Board of Governors at its next meeting.

19.D.7.8 **Decisions Pursuant to the Repetition of the Tenure Recommendation Process**

The reporting procedures for the second tenure review process shall be those described in s. 19.D with the exception that there shall be no right to appeal the decision arrived at as the result of repetition of the tenure review process.

19.D.8 **Grievance**

19.D.8.1 Except as provided in s. 19.C.4.6, s. 19.C.5.5.1, s. 19.C.6.5.1, a faculty member shall not grieve any substantive decision made pursuant to the provisions of this

Article but shall have the right only to grieve defects in the procedures of the second tenure committee. Claims of procedural defects shall be limited to those which affected the intended recommendation to the Board of Governors.

19.D.8.2 In the event a faculty member believes he/she has a grievance as defined in s. 19.D.8.1 he/she shall present a duly completed grievance form to the President within twenty (20) working days of the event giving rise thereto or the date on which he/she first knew or reasonably should have known of such event if that date is later. Upon receipt of this grievance form, the procedures at Stage 3 of Article 32, Grievance Procedure and Arbitration, insofar as they are appropriate, shall apply.

19.D.8.3 If the decision arising out of s. 19.D.8 does not resolve the grievance, the matter may be submitted to arbitration in accordance with Stage 4 of Article 32, Grievance Procedure and Arbitration.

ARTICLE 20. PROMOTIONS

20.A **Promotions for Faculty Members**

20.A.1 **General Provisions**

20.A.1.1 Promotions from one rank to another shall be based upon the contribution that the faculty member has made to his/her discipline and to his/her department, faculty/school and the University at his/her current rank over a period of time, taking into account the criteria and weightings established by the dean/director pursuant to s. 20.A.1.3, his/her academic attributes and his/her performance of assigned and other duties. The duties specifically assigned to the faculty member during the period under consideration must be taken into account in the application of the criteria and weightings.

20.A.1.2 Academic attributes (not necessarily in order of importance) to be considered in determining the criteria to be used in assessing the suitability of a faculty member for promotion normally shall include, but are not limited to:

20.A.1.2.1 **Research, Scholarly Work and Other Creative Activities**

Factors that may be considered include: the publication of books, monographs, and contributions to edited books; papers in both refereed and nonrefereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both supported and nonsupported; editorial and refereeing duties; creative works and performances; and scholarship as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University. The quality and originality of both published and unpublished work shall be evaluated.

20.A.1.2.2 **Teaching**

Factors that may be considered include: course work and all related activities; supervision of the work of honours and graduate students; participation in seminars and colloquia; innovative methods in teaching and other contributions to the teaching activities of the University. The written opinions of students and/or fellow faculty members shall normally be sought.

20.A.1.2.3 **Service**

Factors that may be considered include: participation in University, faculty, departmental and staff committees; counselling students; service in professional organizations; general administrative duties; community service where the individual has made an essentially nonremunerative contribution by virtue of special academic competence. Service includes internal and external activities related to the research and teaching function of the University.

20.A.1.3 **Provisions for Promotion Guidelines**

20.A.1.3.1 The dean/director, shall ensure that each faculty/school establishes promotion guidelines, in accordance with s. 20.A.1.3.3 which:

(a) establish the promotion committee structure to be used;

(b) establish the criteria for promotion and the weightings of these criteria, if any, to be used in the making of a promotion recommendation, and

(c) establish faculty/school-level procedures for the making of a promotion recommendation, provided that no such procedures are inconsistent with anything in this Article.

20.A.1.3.2 These criteria and weightings shall remain in effect from year to year until changed by the dean/director in accordance with s. 20.A.1.3.3.

20.A.1.3.3 The dean/director shall:

(a) convene a meeting of Members and associate deans/directors who:

(i) hold a primary appointment within the faculty/school; and

(ii) are present and able to participate and vote during the course of the meeting. The dean/director shall not vote at this meeting.

for the purpose of electing an advisory committee and in the case of the Faculty of Health Sciences, the meeting shall be convened by the dean/director of each College. Each College shall elect two Members to the advisory committee.

(b) convene meetings of the elected advisory committee to prepare or revise the promotion guidelines for the faculty/school;

(c) act as a member, or assign a delegate to act as a member of the advisory committee;

(d) the dean/director or delegate in his/her role as a member of the advisory committee shall ensure that the promotion criteria and weightings are fair and appropriate for all disciplines within the faculty/school/college, consistent with this Agreement, consistent with the University's policies, and consistent with the law, before the promotion guidelines are presented for a vote;

(e) if the promotion criteria and weightings do not meet the conditions set out in subsection (d) above, return them to the advisory committee for further consideration. If they meet the conditions set out in subsection (d) above, present the advisory committee's majority recommended promotion guidelines and any dissenting views to a meeting of Members and associate dean/directors who:

(i) hold a primary appointment within the faculty/school/college; and

(ii) are present and able to participate and vote during the course of the meeting;

for the purpose of a vote on the recommended promotion guidelines. The dean/director shall not vote at this meeting.

(f) adopt the promotion guidelines if the majority votes to accept the recommendation;

(g) return the matter to the advisory committee if the majority votes to reject the recommendation; and

(h) where there have been two consecutive votes to reject recommended promotion guidelines, determine whether to keep the current promotion guidelines or to adopt the most recently recommended promotion guidelines, and provide written reasons for the decision to all Members within the faculty/school.

20.A.1.3.4 The dean/director shall communicate the promotion guidelines to all Members.

20.A.1. 4 In the event the criteria and weightings are changed in accordance with s. 20.A.1.3.3, while he/she is a faculty member the candidate for promotion has the right to have his/her application for promotion considered, if he/she so chooses, according to the previous criteria and weightings provided no more than five (5) calendar years have elapsed between the date upon which those previous criteria and weightings were changed and the date upon which the application for promotion is submitted to the department head. Where more than five (5)

calendar years have elapsed since the date upon which the previous criteria and weightings were changed, the changed criteria and weightings apply.

20.A.1. 5 Normally promotion proceedings shall commence not later than September 15th and be completed by April 30th of the following year with the actual promotion taking effect on March 30 of the calendar year next following the calendar year in which the application is submitted. The University may consider applications for promotion at other times during the year when it deems appropriate.

20.A.2 **Promotion Committees**

20.A.2.1 Subject to, and in accordance with, the Guidelines established in s. 20.A.1.3.3, the dean/director, shall be responsible for establishing a faculty-based nucleus promotion committee to which shall be added representatives for each department. Where possible, the majority of the voting members of the promotion committee are to be persons from the candidate's department who have the expertise to judge the achievements of the candidate.

20.A.2.2 Gender parity will be sought on all promotion committees. Where gender parity is not feasible, there shall be at least one (1) member of each gender on each promotion committee.

20.A.2.3 The dean/director or his/her designate shall be the chairperson of each promotion committee and serve in a non-voting capacity.

20.A.2.4 The head of the candidate's department shall serve in a non-voting capacity.

20.A.2.5 **Research Metrics**

20.A.2.5.1 For the purposes of this provision, "research metrics" shall mean the product of the application of quantitative analysis and statistics used to assess the quality of a body of work (e.g, h-index, citation index, bibliometrics).

20.A.2.5.2 Any evaluation and/or assessment of a Member's research shall be based on a full review of the quality of their contribution to research, scholarly work, and other creative activity.

20.A.2.5.3 Quantitative factors (such as the number of publications, research funding amounts, and number of conference presentations) have been an element of evaluation and/or assessment and shall continue to be an element in the evaluation and/or assessment of research, scholarly work, and creative activities.

20.A.2.5.4 Research metrics shall not be used as a substitute for a more comprehensive assessment of quality and quantity.

20.A.2.6 **Joint Tenure/Promotion Process**

In the event that an Assistant Professor applies for tenure and promotion in the same academic year, the tenure committee established under 19.D.1 may be asked

to perform the functions of the tenure committee (as per Article 19) and the promotions committee (as per Article 20). The committee shall first make and forward a recommendation on tenure in accordance with the provisions of Article 19. If the recommendation for tenure is positive, the committee shall then make and forward a recommendation on promotion in accordance with the provisions of Article 20. If the tenure recommendation is negative, the committee shall not consider the promotion application. If tenure is subsequently granted, a new promotion committee shall be struck in accordance with Article 20. If an early tenure application is withdrawn, there shall be a new promotion committee struck in accordance with Article 20. Nothing herein interferes with the right of the applicant to withdraw his/her application for promotion in accordance with s. 20.A.3.1.1.

20.A.3 **Promotion Procedures**

20.A.3.1 Prior to the commencement of promotion proceedings, the matter of promotion shall be discussed by the department head and the faculty member at the initiation of either. Thereafter, the promotion application shall be initiated by the department head requesting the faculty member complete the appropriate application form or alternatively, by the faculty member completing and submitting to the department head the appropriate application form. The head shall transmit this form to the dean/director.

20.A.3.1.1 The faculty member may withdraw his/her application for promotion at any time prior to the recommendation being considered by the Board of Governors.

20.A.3.2 Before making a recommendation regarding promotion, each promotion committee shall seek the advice of members of the candidate's department and other faculty members in the faculty/school in accordance with procedures established pursuant to s. 20.A.1.3.3. The procedures established shall include the soliciting of written opinions from faculty members on the applicant's teaching and scholarship and from students on the applicant's teaching. This soliciting shall be done by the dean/director. Where appropriate this information shall be sought through the departmental councils of any department in which the applicant teaches. The promotion committee may also solicit written opinions from outside experts in the candidate's field on the candidate's teaching and scholarship.

20.A.3.3 Subject to s. 20.A.2.5, the faculty member shall supply the promotion committee with whatever material and information he/she or the committee deems necessary to support his/her application for promotion.

20.A.3.4 The faculty member being considered for promotion shall have an opportunity to meet at least once with the promotion committee.

20.A.3.5 If a promotion committee cannot make a positive recommendation as a result of its deliberations, the chairperson of the committee shall so inform the faculty member in writing. The written notification shall indicate in general terms the

area(s) of concern that the committee will wish to discuss, and establish a date for a meeting between the faculty member and the chairperson at which time the chairperson shall give the faculty member an oral account of the nature of any reservations or negative considerations that the committee may have. The written notification shall also stipulate that at the meeting between the chairperson and the faculty member, a date will be set for the faculty member to meet with the committee to speak to these concerns.

20.A.3.6 The chairperson in consultation with the faculty member shall establish the date for a subsequent meeting with the promotion committee where the faculty member shall be given the opportunity to speak to these concerns.

20.A.3.7 A reasonable time will be allowed the faculty member to seek advice, solicit opinion and provide further documentation in order to prepare for such a meeting.

20.A.3.8 The promotion committee shall evaluate the application and supporting evidence and shall make its recommendation to the dean/director. The chairperson shall report in writing all recommendations, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member, department head and dean/director.

20.A.3.9 Following receipt of the promotion committee's report the head of the candidate's department shall make a recommendation on promotion to the dean/director for each faculty member who has submitted the appropriate application form and has not subsequently withdrawn it. The recommendation of the head shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The head shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member. The dean/director shall transmit the promotion committee's recommendation, his/her own and that of the department head to the Provost and Vice-President (Academic). The recommendation of the dean/director shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The dean/director shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member.

20.A.3.10 The Provost and Vice-President (Academic) shall transmit his/her own written recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, and those of the promotion committee, department head and dean/director to the President unless he/she believes that the promotion committee has misapplied the criteria and weightings established pursuant to this Article, in which case he/she may refer the matter back to the promotion committee for clarification and/or review. The Provost and Vice-President (Academic) shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the faculty member.

20.A.3.11 If the recommendation of the department head, dean/director or Provost and Vice-President (Academic) is different from that of the promotion committee then he/she shall so advise the promotion committee in writing.

20.A.3.12 If the applicant is not to be recommended for promotion, the President shall notify him/her in writing of this fact, together with the specific reasons, within forty (40) working days of the date of the recommendation of the promotion committee to the dean/director as provided in s. 20.A.3.8 or, where applicable, the reconsideration of the committee as provided for in s. 20.A.3.10 above and shall at the same time advise him/her of the right to appeal in accordance with the grounds set out in s. 20.D of this Article.

20.A.3.13 A Member shall be notified of the status of the recommendation regarding his/her promotion to the Board of Governors not later than ten (10) working days following the meeting at which the recommendation was considered.

20.B **Promotion for Academic Librarians**

20.B.1 **General Provisions**

20.B.1.1 Promotions from one rank to another shall be based upon the contribution that the academic librarian has made to the library profession, to his/her discipline, or other relevant disciplines, and to his/her department/regional library, the University of Manitoba Libraries, and the University at his/her current rank over a period of time taking into account the criteria in s. 20.B.1.2 hereof and his/her performance of assigned and other duties.

20.B.1.2 Academic attributes (not necessarily in order of importance) to be considered in determining the criteria to be used in assessing the suitability of an academic librarian for promotion shall normally include but are not limited to:

20.B.1.2.1 **Professional Performance**

The primary criterion for promotion in rank for academic librarians shall be the ability to perform at a high professional level in areas which contribute to the educational and research mission of the Library and the University, such as reference service, collection development, bibliographic organization and control.

Factors that may be considered include: performance of professional responsibilities and all related activities, e.g. subject and bibliographic expertise, informal instruction in research methods and library use, managing the operations of a unit of the library; consistency of performance; ability to innovate; other contributions to the activities of the libraries through significant service on internal committees and task forces.

20.B.1.2.2 **Research, Scholarly Work and Other Creative Activities**

The quality and originality of both published and unpublished work shall be evaluated.

Factors that may be considered include: the publication of books, monographs, and contributions to edited books; papers in both refereed and nonrefereed journals; papers delivered at professional meetings; participation in panels; both supported and nonsupported unpublished research including current work in progress; editorial and refereeing duties; creative works and performances; and scholarship as evidenced by the candidate's advanced study and research in library and information science and/or a subject specialization, his/her depth and breadth of knowledge and general contributions to the research of the University.

20.B.1.2.3 **Service**

This includes internal and external activities related to the research and teaching functions of the Library and the University. Factors that may be considered include: participation in University, Library, faculty, departmental and staff committees; providing advice and assistance to faculty and students; service in professional organizations; general administrative service (other than normal administrative functions); community service where the individual has made an essential nonremunerative contribution by virtue of special academic and/or professional competence.

20.B.1.2.4 **Teaching**

This involves competence and effectiveness in teaching and/or supervision of students.

Factors that may be considered include: course work and all related activities; supervision of the work of honours and graduate students; participation in seminars and colloquia; innovative methods in teaching and other contributions to the teaching activities of the University.

20.B.1.3 **Provisions for Promotion Guidelines**

20.B.1.3.1 The University Librarian, shall ensure that the libraries establishes promotion guidelines in accordance with s. 20.B.1.3.3 which:

(a) establish the criteria for promotion and the weightings of these criteria, if any to be used in the making of a promotion recommendation; and

(b) establish libraries level procedures for the making of a promotion recommendation, provided that no such procedures are inconsistent with anything in this Article.

20.B.1.3.2 These criteria and weightings shall remain in effect from year to year until changed by the dean/director in accordance with s. 20.B.1.3.3.

20.B.1.3.3 The University Librarian shall:

(a) convene a meeting of Members in the Libraries and associate University Librarians who:

i. hold a primary appointment within the Libraries; and

ii. are present and able to participate and vote during the course of the meeting.

for the purpose of electing an advisory committee. The University Librarian shall not vote at this meeting.

(b) convene meetings of the elected advisory committee to prepare or revise the promotion guidelines for the libraries;

(c) act as a member, or assign a delegate to act as a member of the advisory committee;

(d) the University Librarian or delegate in his/her role as a member of the advisory committee shall ensure that the promotion criteria and weightings are fair and appropriate for all academic librarians, consistent with this Agreement, consistent with the University's policies, and consistent with the law, before the promotion guidelines are presented for a vote;

(e) if the promotion criteria and weightings do not meet the conditions set out in subsection (d) above, return them to the advisory committee for further consideration. If they meet the conditions set out in subsection (d) above, present the advisory committee's majority recommended promotion guidelines and any dissenting views to a meeting of Members in the libraries and associate University Librarians who:

i. hold a primary appointment within the Libraries; and

ii. are present and able to participate and vote during the course of the meeting.

for the purpose of a vote on the recommended promotion guidelines. The University Librarian shall not vote at this meeting.

(f) adopt the promotion guidelines if the majority votes to accept the recommendation;

(g) return the matter to the advisory committee if the majority votes to reject the recommendation; and

(h) where there have been two consecutive votes to reject recommended

promotion guidelines, determine whether to keep the current promotion guidelines or to adopt the most recently recommended promotion guidelines, and provide written reasons for the decision to all Members within the libraries.

20.B.1.3.4 The University Librarian shall communicate the promotion guidelines to all Members in the Libraries.

20.B.1.4 In the event the criteria and weightings are changed in accordance with s. 20.B.1.3.3, while he/she is an academic librarian the candidate for promotion has the right to have his/her application for promotion considered, if he/she so chooses, according to the previous criteria and weightings provided no more than five (5) calendar years have elapsed between the date upon which those previous criteria and weightings were changed and the date upon which the application for promotion is submitted to the department head. Where more than five (5) calendar years have elapsed since the date upon which the previous criteria and weightings were changed, the changed criteria and weightings apply.

20.B.1.5 Normally promotion proceedings shall commence not later than September 15th and be completed by April 30th of the following year with the actual promotion taking effect on March 30 of the calendar year next following the calendar year in which the application is submitted. The University may consider applications for promotion at other times during the year when it deems appropriate.

20.B.1.6 **Research Metrics**

20.B.1.6.1 For the purposes of this provision, "research metrics" shall mean the product of the application of quantitative analysis and statistics used to assess the quality of a body of work (e.g, h-index, citation index, bibliometrics).

20.B.1.6.2 Any evaluation and/or assessment of a Member's research shall be based on a full review of the quality of their contribution to research, scholarly work, and other creative activity.

20.B.1.6.3 Quantitative factors (such as the number of publications, research funding amounts, and number of conference presentations) have been an element of evaluation and/or assessment and shall continue to be an element in the evaluation and/or assessment of research, scholarly work, and creative activities.

20.B.1.6.4 Research metrics shall not be used as a substitute for a more comprehensive assessment of quality and quantity.

20.B.2 **Promotion Committees**

20.B.2.1 The Promotion Committee shall consist of five (5) members including:

20.B.2.1.1 four (4) academic librarians holding continuing appointments: two (2) from the Librarian and Associate Librarian ranks, and two (2) from the Assistant and

General Librarian ranks elected by academic librarians meeting in committee;

20.B.2.1.2 one (1) faculty member named by the Provost and Vice-President (Academic).

20.B.2.2 The head of the applicant's department shall serve on the committee in a non-voting capacity.

20.B.2.3 The University Librarian or his/her designate shall be the non-voting chairperson of the Promotion Committee.

20.B.3 **Promotion Procedures**

20.B.3.1 A promotion consideration may be initiated by an academic librarian, his/her head, or the University Librarian.

20.B.3.2 The matter of promotion shall be discussed by the candidate and his/her department head before a formal application for promotion is made.

20.B.3.3 The candidate shall complete and submit the appropriate application form to the appropriate department head. The department head shall forward the completed application form to the University Librarian.

20.B.3.3.1 The academic librarian may withdraw his/her application for promotion at any time prior to the recommendation being considered by the Board of Governors.

20.B.3.4 Before making a recommendation regarding promotion, the Promotion Committee shall seek the advice of members of the candidate's department and other academic librarians and/or faculty members in accordance with procedures established pursuant to s. 20.B.1.3.3 and directed by the University Librarian or his/her designate. For promotions from Associate Librarian to Librarian, these procedures shall include the soliciting of written judgments about the candidate's achievements from senior academic librarians in other universities. This soliciting shall be done by the University Librarian or his/her designate.

20.B.3.5 Subject to s. 20.B.1.6, the academic librarian shall supply the Promotion Committee with whatever material and information he/she or the Committee deems necessary to support his/her application for promotion.

20.B.3.6 The academic librarian being considered for promotion shall have the opportunity to meet at least once with the Promotion Committee.

20.B.3.7 If the Promotion Committee cannot make a positive recommendation as a result of its deliberations, the chairperson of the Committee shall so inform the academic librarian in writing. The written notification shall indicate in general terms the area(s) of concern that the Committee will wish to discuss, and establish a date for a meeting between the academic librarian and the chairperson at which time the chairperson shall give the academic librarian an oral account of the nature of any reservations or negative considerations that the Committee may

have. The written notification shall also stipulate that at the meeting between the chairperson and the academic librarian a date will be set for the academic librarian to meet with the Committee to speak to these concerns.

20.B.3.8 The chairperson in consultation with the academic librarian shall establish the date for a subsequent meeting with the Promotion Committee where the academic librarian shall be given the opportunity to speak to these concerns.

20.B.3.9 A reasonable time will be allowed the academic librarian to seek advice, solicit opinion and provide further documentation in order to prepare for such a meeting.

20.B.3.10 The Promotion Committee shall evaluate the application and supporting evidence, and shall make its recommendation to the University Librarian. The chairperson shall report in writing all recommendations, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the academic librarian, department head and the University Librarian.

20.B.3.11 Following receipt of the Promotion Committee's report the head of the candidate's department shall make a recommendation on promotion to the University Librarian for each academic librarian who has submitted the appropriate application form and has not subsequently withdrawn it. The recommendation of the head shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The head shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the academic librarian. The University Librarian shall transmit the Promotion Committee's recommendation, his/her own and that of the department head to the Provost and Vice-President (Academic). The recommendation of the Director shall be in writing and accompanied by the specific reasons therefor related to the criteria and weightings established pursuant to this Article. The University Librarian shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the academic librarian.

20.B.3.12 The Provost and Vice-President (Academic) shall transmit his/her own written recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, and those of the Promotion Committee, department head and University Librarian to the President unless he/she believes that the Promotion Committee has misapplied the criteria and weightings established pursuant to this Article, in which case he/she may refer the matter back to the Promotion Committee for clarification and/or review. The Provost and Vice-President (Academic) shall deliver a copy of his/her recommendation, together with the specific reasons therefor related to the criteria and weightings established pursuant to this Article, to the academic librarian.

20.B.3.13 If the recommendation of the department head, University Librarian or Provost and Vice-President (Academic) is different from that of the Promotion Committee then the University Librarian shall so advise the Promotion Committee in writing.

20.B.3.14 If the applicant is not to be recommended for promotion, the President shall notify him/her in writing of this fact, together with the specific reasons, within forty (40) working days of the date of the recommendation of the Promotion Committee to the University Librarian as provided in s. 20.B.3.10 or, where applicable, the reconsideration of the committee as provided for in s. 20.B.3.12 above and shall at the same time advise him/her of the right to appeal in accordance with the grounds set out in s. 20.D of this Article.

20.B.3.15 A Member shall be notified of the status of the recommendation regarding his/her promotion to the Board of Governors not later than ten (10) working days following the meeting at which the recommendation was considered.

20.C **Confidentiality**

Except where promotion procedures in s. 20.A.3 and s. 20.B.3 of this Article require the reporting of a recommendation and the nature of any negative considerations to the parties properly concerned with an application, and except where, in the event of an appeal, an appeal committee may require access to confidential information and proceedings, promotion committee meetings shall be closed and deliberations shall be confidential and any submission or recommendation and the reasons for it shall be available only to those persons properly chosen or authorized to consider an application or recommendation for promotion.

If a Member makes a public statement about the reasons for any recommendation in his/her case, the recommendation and reasons supplied may be treated by the University as being no longer confidential.

20.C.1 Notwithstanding the above, within ten (10) working days following receipt of a submission, the chair of the promotion committee shall forward to the candidate a copy of the submission with identifying marks removed.

20.C.2 It shall not be considered a breach of confidentiality for a Member to disclose to the chair of the promotion committee, to the University Librarian, to the Vice-Provost Academic Affairs, to Staff Relations, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Executive Director will contact the Director of Staff Relations to discuss the situation prior to taking any action.

20.D **Appeals of Negative Recommendations Regarding Promotion**

20.D.1 **Eligibility and Deadline**

The Member may appeal the decision not to recommend for promotion only on the grounds set out in s. 20.D.4.2 below by delivering a written notice of appeal to the Provost and Vice-President (Academic) within fifteen (15) working days of the receipt of such notice from the President. The written notice of appeal shall

specify the grounds for appeal and the evidence supporting it. Copies of the notice to appeal shall be delivered by the Provost and Vice-President (Academic) to the Staff Relations Officer, Human Resources, the Association and the convener of the Standing Promotion Appeal Panel within ten (10) working days of the receipt of the notice of appeal.

20.D.2 **Establishment of Appeal Committee**

20.D.2.1 Promptly after the signing of this Agreement a Standing Promotion Appeal Selection Committee shall be established to consist of three (3) persons appointed by the Association and three (3) persons appointed by the University. The Association and the University shall each appoint persons of each gender. Human Resources will convene the first meeting of this Committee. The Committee shall elect a chairperson from among its membership.

20.D.2.2 The Standing Promotion Appeal Selection Committee shall then appoint from among the academic staff of the University with faculty or academic librarian rank four (4) persons to serve as regular members of the Standing Promotion Appeal Panel and four (4) persons to serve as alternate members. There shall be gender parity among the regular and alternate members of the Standing Promotion Appeal Panel. The chairperson of the Standing Promotion Appeal Selection Committee shall be the convener of the Standing Promotion Appeal Panel. All appointments shall be for a two (2) year term.

20.D.2.3 For each appeal, the appeal shall be heard by two (2) members of the Standing Promotion Appeal Panel and a third member from the appellant's faculty, school or the libraries, as appropriate, all of whom shall be selected by the Standing Promotion Appeal Selection Committee. No appeal committee shall be composed entirely of persons of one gender.

20.D.2.4 The promotion appeal committee established in s. 20.D.2.3 shall meet within ten (10) working days of receiving the notice of appeal. The committee may make whatever investigations it deems necessary in order to make a decision.

20.D.2.5 In cases where the workload of appeals is heavy the Standing Promotion Appeal Selection Committee may assign appeal cases to a committee using one or both of the alternate members.

20.D.3 **Rights and Procedures of an Appeal Committee**

20.D.3.1 The appeal committee shall inform the Member and the dean/director in writing of the substance, but not the source, of any evidence submitted to it during the course of its investigations. All such evidence shall be treated as confidential by all members of the committee, by the Member and by the dean/director. Proceedings of the appeal committee shall be confidential.

20.D.3.2 The Member and the dean/director shall be given the opportunity to appear before the appeal committee after five (5) working days have elapsed from receipt of the

documentation referred to in s. 20.D.3.1 above in order to respond to the evidence before the committee and to answer any questions put by the committee.

20.D.4 **Decisions of the Appeal Committee**

20.D.4.1 The decision of the appeal committee, together with a written statement of its reasons including dissenting or minority opinions, shall be delivered by the chairperson of the appeal committee to the Member and to the President within forty (40) working days of receiving the Member's statement of appeal. At the same time, the President shall also be given the written statement of appeal.

20.D.4.2 The appeal committee may sustain an appeal only on the grounds of procedural defects which affected the intended recommendation to the Board of Governors. Procedural defects include but are not limited to misapplication of the criteria and weightings, bias or denial of natural justice in the recommendation for promotion procedures.

20.D.4.3 If the appeal is sustained, the President shall within fifteen (15) working days of the date of receipt of the appeal committee's decision initiate repetition of the promotion recommendation process as set out in s. 20.A.3 for faculty members/instructors and in s. 20.B.3 for academic librarians, but with such changes in personnel and/or procedures as the appeal committee shall deem necessary to ensure a fair hearing. This process shall be completed within sixty (60) working days of the date of the receipt of the decision of the appeal committee by the President or within such additional time as is mutually agreed to by the appellant and the chairperson of the appeal committee.

20.D.4.4 There shall be no right to appeal the decision arrived at as the result of repetition of the promotion procedures.

20.E **Grievance**

Grievances filed pursuant to the provisions of this Article shall be limited to claims of noncompliance with procedural requirements (including bias and denial of natural justice) which affect the promotion decision.

ARTICLE 21. RESEARCH/STUDY LEAVES AND ADMINISTRATIVE LEAVES

21.1 **Principles**

The practice of taking research/study and administrative leaves is viewed as benefiting the University, the leave-takers and the academic community in general.

21.1.1 Research/study and administrative leaves are provided to enable Members to engage in research to foster their effectiveness as teachers and scholars.

21.1.2 Members holding probationary, continuing or tenured appointments are eligible to

apply for research/study leaves. Members who hold full-time probationary, tenured or continuing appointments who are also appointed as academic administrators and who receive a stipend in accordance with s. 31.1.1 and s. 31.1.2 of this Agreement (excluding those who serve as associate or assistant heads or section heads) are eligible to apply for administrative leave instead of research/study leave pursuant to the provisions of this Article.

21.1.3 Notwithstanding s. 21.1.2, lecturers are eligible to apply for research/study leaves, pursuant to s. 21.3.1, after completing at least the initial six (6) years of full-time service.

21.1.4 A Member on research/study or an administrative leave is not required but is encouraged to work during the leave at a site away from the University.

21.1.5 Once a research/study or an administrative leave has been granted, it is normally expected that the Member will take the leave.

21.1.6 While a Member is on research/study or an administrative leave the Member and the University are required to make normal contributions to the pension plan and staff benefits together with contributions as required by statute, and the Member is eligible for promotion and salary increase, effective at the normal time of year. The period of research/study or an administrative leave shall be included as years of service in determining pension benefits.

21.1.7 Each department, faculty/school and the libraries should plan the research/study leaves of its Members well in advance.

21.2 **Kinds of Research/Study Leaves**

21.2.1 For academic librarians:

21.2.1.1 There shall be two (2) kinds of research/study leaves:

i) full research/study leaves lasting six (6) months at 100% of base salary or lasting twelve (12) months at 80% of base salary; and

ii) partial research/study leaves lasting less than twelve (12) months at 80% of base salary.

21.2.1.2 Effective July 1, 2001, notwithstanding s. 21.2.1.1 ii), for an academic librarian with either a probationary appointment or a continuing appointment granted subsequent to a probationary appointment, the first partial research/study leave of six (6) months or less shall be at 100% of base salary if the leave commences within six (6) years of the start of the probationary appointment.

21.2.2 For faculty members/instructors:

21.2.2.1 There shall be two (2) kinds of research/study leaves:

i) full research/study leaves lasting twelve (12) months at 80% of base salary or lasting six (6) months at 100% of base salary; and

ii) half research/study leaves lasting six (6) months at 80% of base salary.

21.2.2.2 Effective July 1, 2001, notwithstanding s. 21.2.2.1 ii), for a faculty member/instructor with either a probationary appointment or a tenured/continuing appointment granted subsequent to a probationary appointment, the first half research/study leave shall be at 100% of base salary if the leave commences within six (6) years of the start of the probationary appointment.

21.2.2.3 A twelve (12) month leave shall normally begin on July first.

21.2.2.4 A six (6) month leave shall normally begin on either January first or July first.

21.2.2.5 If sufficient justification is given, initiation of research/study leaves on dates other than the above may be approved by the President if recommended by the department head and supported by the dean/director.

21.3 **Eligibility to Apply for Research/Study Leaves**

21.3.1 A faculty member/instructor earns a half credit towards research/study leave for every half-year of full-time service with the University. In a case where the first appointment begins between July 2 and September 1 inclusive, the Member will earn credit as if the appointment began on July 1 previous. The maximum accumulation is nine (9) credits, except in cases where a leave application is denied in accordance with s. 21.5.5. Subject to s. 21.3.5, this clause applies to all service.

21.3.2 A faculty member/instructor shall be eligible for a full research/study leave after accumulating six (6) or more credits. Six (6) credits are exchanged for a full research/study leave.

21.3.3 A faculty member/instructor shall be eligible for a half research/study leave after accumulating three (3) or more credits. Three (3) credits are exchanged for a half research/study leave.

21.3.4 An academic librarian earns one (1) librarian credit towards research/study leave for every two (2) months of full-time service with the University. The maximum accumulation is fifty-four (54) credits, except in cases where a leave application is denied in accordance with s. 21.5.5. Subject to s. 21.3.5 this clause applies to all service.

21.3.4.1 An academic librarian shall be eligible for a full research/study leave after accumulating thirty-six (36) or more librarian credits. Thirty-six (36) librarian credits are exchanged for a full research/study leave.

21.3.4.2 An academic librarian shall be eligible for a partial research/study leave after completing three (3) years of full-time service with the University. Three (3) librarian credits are exchanged for each month of a partial research/study leave.

21.3.5 For the purposes of calculating eligibility for a research/study leave, paid leaves except for research/study leaves and administrative leaves, shall be counted as time spent in full-time service with the University. Where a Member has taken a full research/study leave lasting six (6) months at 100% of salary, he/she shall not earn a half credit or three (3) librarian credits, as applicable, for the other half year of the academic year in which the leave is taken.

21.4 **Administrative Leaves**

21.4.1 There shall be two (2) kinds of administrative leaves:

(i) half administrative leaves consisting of six (6) months at 100% of base salary; and

(ii) full administrative leaves consisting of twelve (12) months at 100% of base salary.

21.4.2 The Member who is an academic administrator as defined in s. 21.1.2 shall have completed three (3) continuous years of service in such an appointment to be eligible for a half leave, and five (5) continuous years of service in such an appointment to be eligible for a full leave. Service in an "acting academic administrator" capacity shall only be recognized in determining the "continuous years of service" eligibility requirement.

21.4.3 The Member who is an academic administrator shall exchange three (3) research/study leave credits or eighteen (18) librarian credits for a half administrative leave. The Member shall exchange five (5) research/study leave credits or thirty (30) librarian credits for a full administrative leave.

21.4.4 Half administrative leaves shall normally begin on either January 1 or July 1. Full administrative leaves shall normally begin on July 1. If sufficient justification is given, initiation of an administrative leave on a date other than the above may be approved by the Provost and Vice-President (Academic) if recommended by the appropriate dean/director.

21.4.5 The Member who receives a stipend related to administrative service in accordance with s. 31.1.1 and 31.1.2 and subsequently applies for and is granted an administrative leave, shall cease to be paid that stipend during the period of the administrative leave.

21.5 **Applications for Research/Study and Administrative Leaves**

21.5.1 Academic librarians who are eligible for research/study or administrative leaves may make application therefor, in writing and on the appropriate form, at least six

(6) months prior to the requested commencement date of the research/study or administrative leave. Normally decisions on the granting of research/study or administrative leaves will be made at least four (4) months prior to the commencement of the research/study or administrative leave.

21.5.2 Faculty members/instructors who are eligible for research/study or administrative leaves may make application therefor, in writing and on the appropriate form, by October first of the year immediately preceding the academic year for which the research/study or administrative leave is requested. Normally decisions on the granting of research/study or administrative leaves will be made at least six (6) months prior to the commencement of the research/study or administrative leave.

21.5.3 A Member whose leave project is of such a nature that it can be funded externally shall make application for external funds.

21.5.4 A Member who is eligible for a research/study leave as defined in s. 21.3 above or an administrative leave as defined in s. 21.4 shall be granted such leave provided that the following two (2) conditions are met:

21.5.4.1 The research/study or administrative leave proposal is recommended by his/her dean/director and supported by the Office of the President as being justified in terms of s. 21.1.1 above.

If a Member's research/study or administrative leave proposal is not supported, concerns with his/her proposal will be provided in writing and the Member may resubmit his/her application within two (2) weeks of notification.

The decision to deny a research/study or administrative leave in terms of s. 21.1.1 can be grieved in accordance with the procedure outlined in Article 32.

21.5.4.2 The research/study or administrative leave can be arranged within the priorities of the department/faculty/school/libraries.

21.5.5 In the event that a Member applies for a research/study or administrative leave but it is not granted because of the application of s. 21.5.4.2, that Member's application shall receive prior consideration on the next application. No credit shall be received for the denial, unless the Member has already accumulated the maximum credits allowable. In such circumstances:

(i) a faculty member/instructor with nine (9) or more credits shall receive a credit in the case of denial of a full leave and a half credit in the case of a half leave. No more than one (1) credit or half credit may be received by a faculty member/instructor in respect of applications for leave proposed to be taken during any one (1) academic year.

(ii) an academic librarian with fifty-four (54) or more credits shall receive six (6) librarian credits in the case of denial of a full leave and one (1) librarian credit for each two (2) months of denied leave in the case of a

partial leave. No more than six (6) librarian credits may be received by an academic librarian in respect of applications for leave proposed to be taken during any one (1) academic year.

21.5.5.1 The dean/director shall inform the Member in writing of the reasons for denial of the research/study or administrative leave, indicating as well the accumulated eligibility of the Member, in accordance with this Article, as of the date of denial.

21.5.6 The name of any Member denied a research/study or administrative leave for two (2) successive research/study or administrative leave requests because of the application of s. 21.5.4.2 shall be forwarded to the Association. Normally s. 21.5.4.2 will not be invoked in two (2) consecutive years to deny a Member's request for a research/study or administrative leave.

21.5.7 Subject to s. 21.4.2 and s. 21.5.8, in no case shall a research/study or administrative leave be granted unless there is a minimum of one (1) year's full-time service following the previous research/study leave or administrative leave.

21.5.8 Notwithstanding s. 21.5.7, an eligible Member may apply for and may be granted a half administrative leave and either a half research/study leave or a full research/study of six (6) months' duration in immediate succession, provided that:

21.5.8.1 No other Member of the department is denied a research/study leave due to the application of s. 21.5.4.2 for the dates during which a Member is on leaves in immediate succession; and

21.5.8.2 The total leave period does not exceed one year.

21.6 **Obligations**

21.6.1 A Member who has taken a research/study or administrative leave shall be under an obligation to return to the University for a period of time equal to his/her leave. The President may waive the obligation to return. In cases where the obligation to return is waived, the Member may be required to reimburse the University for the remuneration (including salary and benefits) received from the University while on leave up to the effective date of the accepted resignation. A Member who does not return to the University at the expiration of his/her leave shall be deemed to have voluntarily resigned.

21.6.2 Within two (2) months following the end of a research/study or administrative leave, the Member granted the leave shall submit a written report on the research and scholarly work which was accomplished during the leave to the dean/director who may circulate this report to all members of the department.

21.7 **Remuneration**

21.7.1 Except with the permission of the Provost and Vice-President (Academic), a Member on research/study or administrative leave shall not undertake paid assignments or seek out a new appointment.

21.7.2 Unless approved in advance by his/her dean/director, no Member taking a research/study or administrative leave shall be entitled to remuneration during the leave from all sources in excess of one hundred percent (100%) of his/her base salary received while in full-time service at the University (excluding any amount paid under s. 21.7.4 plus round-trip travel costs for the Member and dependents).

21.7.3 The University may reduce its normal contribution to research/study or administrative leave remuneration if total remuneration exceeds the maximum specified in s. 21.7.2 above.

21.7.4 While on research/study or administrative leave a Member may apply to have a portion of his/her salary paid in the form of a research grant, as may be permitted by the Canada Revenue Agency.

21.7.5 Loans from the Hogg Trust Fund are available at a rate calculated at the prime interest on the date the loan is issued.

21.8 Sick/Leave While on Research/Study and Administrative Leave

21.8.1 Where a Member:

a) Is on paid sick leave in accordance with s. 22.4 for a continuous period of one month or more; and

b) indicates in writing to the dean/director that he/she wishes to end the research/study leave or administrative leave,

the Member's research/study leave or administrative leave shall end and the credits (rounded to the nearest half credit) equivalent to the untaken portion of the research/study or administrative leave shall be returned to the Member's bank of research/study leave credits. The Member shall still be responsible for submitting a written report in accordance with s. 21.6.2 for the portion of the research/study or administrative leave taken.

21.8.2 Notwithstanding s. 21.8.1 above, once a return date from sick leave is established, a Member may apply in writing to the dean/director with a request to use the credits equivalent to the untaken portion of the research/study or administrative leave and to take the missed portion of the research/study leave or administrative leave following his/her return.

ARTICLE 22. LEAVES OTHER THAN RESEARCH/STUDY AND ADMINISTRATIVE LEAVES

22.1 **Maternity Leave**

22.1.1 **Maternity Leave With Allowance**

22.1.1.1 In order to qualify for benefits under this provision a pregnant Member must:

22.1.1.1.1 be employed full-time with the University on the date of application for maternity leave;

22.1.1.1.2 normally submit to the dean/director an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave and prior to the commencement of the academic term during which the requested leave would occur;

22.1.1.1.3 provide the dean/director with a medical certificate giving the estimated date of her delivery;

22.1.1.1.4 provide the dean/director with proof that the Member has applied for Employment Insurance (EI) maternity benefits and that the Human Resources and Skills Development Canada (HRSDC) has agreed that the Member has qualified for and is entitled to such EI maternity benefits pursuant to the *Employment Insurance Act*.

22.1.1.2 The maternity leave with allowance may commence at any time between the tenth week before the expected birth week and the expected birth week. The leave must be taken in one consecutive seventeen (17) week period.

22.1.1.3 A pregnant Member who qualifies under this provision is entitled to a leave consisting of:

22.1.1.3.1 a period not exceeding seventeen (17) weeks except as described in s. 22.1.1.3.2;

22.1.1.3.2 a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

22.1.1.4 During the period of maternity leave with allowance the Member who qualifies is entitled to a maternity leave allowance as follows, where "weekly salary" means (base salary rate + any market stipend) ÷ 52:

22.1.1.4.1 for the first two (2) weeks the Member shall receive one hundred percent (100%) of her weekly salary;

22.1.1.4.2 up to a maximum of fifteen (15) additional weeks, the Member shall receive payments equivalent to the difference between the EI maternity benefits she is

eligible to receive and one hundred percent (100%) of her weekly salary. Members on a term appointment will cease to be eligible for Maternity Leave Allowance effective the end of the term appointment unless the appointment is renewed without a break in employment.

22.1.1.4.3 Where a Member is on a reduced appointment, the maternity leave with allowance shall be calculated on the basis of her actual salary plus market stipend. Further, where a Member has been on a reduced appointment during the six (6) months prior to the commencement date of the maternity leave, the maternity leave allowance to be paid shall be prorated from her base salary rate plus market stipend in direct relation to the approved reduction in duties during the reduced appointment.

22.1.1.4.4 The University shall endeavour to make the maternity leave allowance payments in such a way as to avoid disruption of University income to the Member.

22.1.1.5 An applicant for maternity leave with allowance under this provision must sign an agreement with the University providing that:

22.1.1.5.1 she will return to her normal duties and will remain in the employ of the University on a full-time basis for at least six (6) months following a return to normal duties unless a comparable alternate arrangement is made with her dean/director, and

22.1.1.5.2 she will return on the date of the expiry of the maternity leave with allowance unless this date is modified by the University, and

22.1.1.5.3 Subject to s. 22.1.1.5.4, should the Member fail to return to work as provided under s. 22.1.1.5.1 and/or s. 22.1.1.5.2 above, she is indebted to the University for the full amount of pay received from the University as a maternity leave allowance during her entire period of leave.

22.1.1.5.4 Where a Member's term or contingent appointment expires during the period of maternity leave with allowance or expires prior to the Member being able to fulfill her obligation to return to the University for six (6) months, and the University does not renew her appointment without a break in employment, the Member's obligation to return to work, and any corresponding duty to repay, expires on the last day of her appointment.

22.1.1.6 Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of the leave on the basis of one hundred percent (100%) of salary, subject to Canada Revenue Agency regulations. The period of leave shall be credited towards years of service in the calculation of pension benefits.

22.1.1.7 The period of leave shall be credited towards years of full-time service in the calculation of eligibility for research/study leave. Where a maternity leave

coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.1.1.8 The period of maternity leave with allowance shall be credited towards full-time service for the purpose of vacation entitlement in s. 9.2 of this Agreement.

22.1.1.9 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of maternity leave with allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.1.1.10 Members on maternity leave with allowance shall be entitled to expense fund allocations as per Article 27 of this Collective Agreement.

22.1.1.11 Members holding probationary appointments should consult s. 19.C.4.3.1 (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.1.1.12 A Member who has been granted a maternity leave with allowance shall, upon written application to the dean/director, be granted an additional contiguous parental leave with allowance pursuant to s. 22.2.1 and an additional contiguous parental leave without allowance pursuant to s. 22.2.2 such that the total period of leave is not greater than fifty-four (54) weeks.

22.1.2 **Maternity Leave Without Allowance**

In order to qualify under this provision a pregnant Member must:

22.1.2.1 be employed full-time with the University on the date of application for maternity leave;

22.1.2.2 submit to the dean/director a medical certificate giving the estimated date of her delivery; and

22.1.2.3 normally submit to the dean/director an application in writing for leave under this provision at least four (4) weeks before the day specified by her in the application as the day she intends to commence the leave.

22.1.3 The maternity leave without allowance must commence not earlier than seventeen (17) weeks before the date of delivery estimated in the medical certificate and end not later than seventeen (17) weeks after the date of delivery.

22.1.4 A pregnant Member who qualifies under this provision is entitled to a maternity leave without allowance consisting of a period not exceeding seventeen (17) weeks except as described in s. 22.1.4.1.

22.1.4.1 A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

22.1.5 For the purposes of the pension plan and staff benefit plans, a Member on a maternity leave without allowance shall be considered to be on an unpaid leave of absence.

22.1.6 The period of maternity leave without allowance shall be credited towards years of service in the calculation of eligibility for research/study leave. Where a maternity leave coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.1.7 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of maternity leave without allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.1.8 Members on maternity leave without allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.1.9 Members holding probationary appointments should consult s. 19.C.4.3.1 (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.1.10 Subject to s. 22.2.1.1.1.2, a Member who has been granted a maternity leave without allowance shall, upon written application to the dean/director be granted an additional contiguous parental leave without allowance , such that the total period of parental leave is not greater than thirty-seven (37) weeks.

22.2 **Parental Leave**

The purpose of parental leave is to provide time off for childcare which is necessitated by the birth or adoption of a child. There shall be one period of parental leave with and/or without allowance per pregnancy or adoption such that the total period of parental leave is not greater than thirty-seven (37) weeks, and this period may be taken wholly by one or shared between the two eligible parents.

22.2.1 **Parental Leave With Allowance**

22.2.1.1 In order to qualify under this provision a Member must:

22.2.1.1.1 be employed full-time with the University on the date of application for parental leave, except:

22.2.1.1.1.1 where the Member has been granted a maternity leave with allowance immediately prior to the parental leave; or

22.2.1.1.1.2 where a Member has been granted a maternity leave without allowance immediately prior to the parental leave and where the other parent is a Member who qualifies for parental leave with allowance, the Members may share the period of parental leave with allowance.

22.2.1.1.2 normally submit to the dean/director an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave and prior to the commencement of the academic term during which the requested leave would occur, except where the application has already been made under s. 22.1.1.12;

22.2.1.1.3 provide the dean/director with proof that the Member has applied for EI parental benefits and that HRSDC has agreed that the Member has qualified for and is entitled to such EI parental benefits pursuant to the *Employment Insurance Act.*

22.2.1.2 The parental leave will be completed within one (1) year of the child's birth or adoption.

22.2.1.3 A Member who qualifies under this provision is entitled to a parental leave with allowance consisting of a period not exceeding eighteen (18) weeks. The leave must be taken in one consecutive period. Where the Member takes parental leave in addition to maternity leave, the Member shall commence the parental leave immediately following the maternity leave.

22.2.1.4 During the period of leave the Member who qualifies is entitled to a parental leave allowance as follows, where "weekly salary" means (base salary rate + any market stipend) ÷ 52:

22.2.1.4.1 for the weeks during which the Member is in receipt of EI parental benefits the Member shall receive parental leave allowance payments equivalent to the difference between the EI parental benefits he/she is in receipt of and ninety-five percent (95%) of his/her weekly salary up to a maximum of eighteen (18) weeks.

Members on a term appointment will cease to be eligible for Parental Leave Allowance effective the end of the term appointment unless the appointment is renewed without a break in employment.

22.2.1.4.2 Where a Member takes a parental leave following a maternity leave in which E.I. Benefits were received, regardless of who took the maternity leave, the person taking the maternity leave shall be deemed to have served the E.I. two (2) week waiting period.

Where there is no maternity leave taken by either parent, and if EI has determined that there will be a two-week waiting period before EI parental benefits begin, the Member's parental leave allowance during the two-week waiting period shall be

one hundred percent (100%) of his/her weekly salary, and therefore the maximum period of parental leave with allowance shall be two (2) weeks greater than specified in s. 22.2.1.4.1.

22.2.1.4.3 Where a Member is on a reduced appointment, the parental leave with allowance shall be calculated on the basis of his/her actual salary plus market stipend. Further, where a Member has been on a reduced appointment during the six (6) months prior to the commencement date of the parental leave, the parental leave allowance to be paid shall be prorated from his/her base salary rate plus market stipend in direct relation to the approved reduction in duties during the reduced appointment.

22.2.1.4.4 The University shall endeavour to make the parental leave allowance payments in such a way as to avoid disruption of University income to the Member.

22.2.1.5 An applicant for parental leave with allowance under this provision must sign an agreement with the University providing that:

22.2.1.5.1 he/she will return to his/her normal duties and will remain in the employ of the University on a full-time basis for at least six (6) months following a return to normal duties unless a comparable alternate arrangement is made with his/her dean/director, and

22.2.1.5.2 he/she will return on the date of the expiry of the leave unless this date is modified by the University, and

22.2.1.5.3 Subject to s. 22.2.1.5.4, should the Member fail to return to work as provided under s. 22.2.1.5.1 and/or s. 22.2.1.5.2 above, he/she is indebted to the University for the full amount of pay received from the University as a parental leave allowance during his/her entire period of leave.

22.2.1.5.4 Where a Member's term or contingent appointment expires during the period of parental leave with allowance or expires prior to the Member being able to fulfill his/her obligation to return to the University for six (6) months, and the University does not renew his/her appointment without a break in employment, the Member's obligation to return to work, and any corresponding duty to repay, expires on the last day of his/her appointment.

22.2.1.6 Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of the parental leave allowance on the basis of one hundred percent (100%) of salary, subject to Canada Revenue Agency regulations. The period of parental leave allowance shall be credited towards years of service in the calculation of pension benefits.

22.2.1.7 The period of parental leave with allowance shall be credited towards years of full-time service in the calculation of eligibility for research/study leave. Where a parental leave with allowance coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.2.1.8 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of parental leave with allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.2.1.9 Members on parental leave with allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.2.1.10 Members holding probationary appointments should consult s. 19.C.4.3.1 (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

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

22.2.2 **Parental Leave Without Allowance**

22.2.2.1 In order to qualify under this section a Member must:

22.2.2.2 become the parent of his/her newborn or newly adopted child; and

22.2.2.3 be employed full-time with the University on the date of application for parental leave;

22.2.2.4 normally submit to the dean/director an application in writing for leave under this provision at least four (4) weeks before the day specified by him/her in the application as the day on which he/she intends to commence such leave.

22.2.3 A Member who qualifies under this section is entitled to parental leave without allowance of up to thirty-seven (37) weeks commencing no later than the first anniversary date of the birth of the child or of the date on which the child comes into the actual care and custody of the Member.

22.2.4 Where a Member takes parental leave without allowance in addition to maternity leave and/or a parental leave with allowance, the Member shall commence the parental leave without allowance immediately following the maternity leave or the parental leave with allowance as the case may be.

22.2.5 For the purposes of the pension plan and staff benefit plans, a Member on a parental leave without allowance shall be considered to be on an unpaid leave of absence.

22.2.6 The period of parental leave without allowance shall be credited towards years of service in the calculation of eligibility for research/study leave. Where a parental

leave without allowance coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.2.7 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of parental leave without allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.2.8 Members on parental leave without allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.2.9 Members holding probationary appointments should consult s. 19.C.4.3.1 (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.3 **Other Child Care Leaves**

22.3.1 Upon written application and approval as provided in s. 22.3.3, a Member who has become the parent of a newly born or newly adopted child and is not eligible for either maternity leave with or without allowance or parental leave with or without allowance is entitled to a leave of absence without pay as follows:

22.3.2 up to six (6) weeks to be taken within a period of six (6) weeks beginning either on the day of the child's birth/adoption or at any time during the ninety (90) days immediately following the birth or adoption of the child.

22.3.3 For the purposes of s. 22.3.1:

22.3.3.1 arrangements satisfactory to the dean/director shall be made at the time the leave is granted to ensure that the Member's academic duties will be met; and

22.3.3.2 a Member may, in accordance with the provisions of Article 9, be authorized to use up to three (3) weeks paid vacation which the Member has accumulated.

22.3.4 The period of other child care leave shall be credited towards years of service in the calculation of eligibility for research/study leave. Where an other child care leave coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.3.5 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of other child care leave. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.3.6 Members on other child care leave shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.4 **Sick Leave**

Sick leave shall mean the period of time that a Member is incapable of performing his/her duties and responsibilities due to an illness, injury or becoming disabled and continues to be paid.

22.4.1 A Member shall be entitled to paid sick leave for up to one hundred and eighty (180) calendar days when he/she is unable to perform his/her duties as a result of illness, injury or becoming disabled. If a Member as part of an agreed upon return to work plan developed by the Member, in consultation with his/her physician, and the University is able to resume his/her duties then the number of days during which duties are fully resumed shall extend the calculation of the one hundred and eighty (180) calendar days of sick leave. Where the Member returns to work successfully for a period of at least six (6) months and then has a reoccurrence of the same illness, injury or disability, the extension period herein shall not apply and the Member shall be entitled to a further one hundred and eighty (180) calendar days of sick leave.

22.4.2 If a Member is found pursuant to the University of Manitoba Long-Term Disability Income Plan (the "Plan") to be ineligible for benefits under the Plan solely because he/she has not fulfilled the qualifying period as set out in the Plan on account of extensions described in s. 22.4.1 hereof, the University shall provide the Member with benefits equivalent to those he/she would have received if he/she were eligible for benefits under the Plan. The University shall continue to provide such equivalent benefits until such time as the Member is either found to be eligible for benefits under the Plan or found, pursuant to the Plan, to be no longer ineligible for such benefits solely because he/she has not fulfilled the qualifying period as set out in the Plan on account of extensions described in s. 22.4.1 hereof.

22.4.3 Salary during sick leave shall be at one hundred percent (100%) of base salary rate plus any market stipend the Member was receiving at the commencement of the sick leave. Contributions to the pension and staff benefit plans shall be continued by the University and the Member throughout the period of sick leave.

22.4.3.1 Members on term appointments shall be entitled to sick leave, however sick leave benefits may not continue beyond the end date of a term appointment which has not been renewed.

22.4.4 Manitoba Public Insurance (MPI) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by the University. Members shall assign to the University any such payments received from MPI for Wage Loss Replacement covering the period during which the Member is on paid sick leave with benefits pursuant to this Article.

22.4.5 A Member who is unable to perform his/her duties as a result of illness, injury or becoming disabled shall notify his/her department head or arrange to have his/her department head notified as soon as reasonably possible in the circumstances, where applicable advise his/her department head if he/she is unable to perform his/her duties as a result of a motor vehicle accident and provide his/her department head with an estimate of the length of his/her absence.

22.4.5.1 After having been notified by the Member, the department head shall report sick leaves of two (2) weeks or more in duration to the dean/director.

22.4.6 The University may at any time during the paid sick leave require the Member to provide a medical certificate which includes a prognosis as to the expected date of return. The University may where it is reasonable, require the Member to provide a medical certificate including a description by the physician as to the capabilities of the Member to perform his/her regular academic duties. The medical certificate shall, where appropriate, outline the need for accommodation and the extent of that need. Section 15.2 of the Collective Agreement shall apply.

Should a Member request a reasonable accommodation upon return from sick leave, the provisions of s. 15.2 shall apply.

Failure to comply with a request for a medical certificate or a second medical opinion in accordance with s. 22.4.7 – s. 22.4.9 may result in the Member being ineligible for sick leave.

22.4.7 The University may require the Member to obtain a second medical opinion from a physician mutually agreed upon by the University and the Member. In the event the University and the Member are unable to agree upon a physician, the physician shall be chosen by the University Medical Officer or his/her delegate.

22.4.8 Where the second medical opinion differs from the first medical opinion provided by the Member with regard to the diagnosis, the Member shall submit to such additional diagnostic procedures as the provider of the second opinion deems necessary.

22.4.9 Where the second medical opinion differs from the first medical opinion provided by the Member with regard to the prognosis for the Member's resumption of his/her duties or where the first medical opinion is silent in this regard, the University may require the Member to be evaluated by an occupational health professional chosen by the Member's physician and University Medical Officer or his/her delegate who will provide a plan to facilitate the Member's resumption of his/her duties.

22.4.10 In the event the Member remains unable to perform his/her duties as a result of illness or accident after one hundred and eighty (180) calendar days, he/she is eligible to apply for benefits under the provisions of the Long-Term Disability Income Plan.

22.5 **Political Leave**

22.5.1 **Consultation**

Any Member who has become a candidate for elective office as defined in s. 22.5.3 shall consult with his/her dean/director about the effects of such candidacy on his/her department, bearing in mind (a) a short-term absence during the campaign period, (b) a possible long-term absence, and (c) the possibility of continuing some academic duties on a part-time basis. The dean/director/department head shall at all times ensure that student and other University interests are protected. It is anticipated that in most cases a mutually satisfactory arrangement will be reached within the general provisions indicated in s. 22.5.2 and s. 22.5.3 below.

22.5.2 **Nomination**

If nominated the Member shall be permitted leave during the campaign without salary reduction for the following maximum periods:

22.5.2.1 for election to the Federal Parliament: six (6) weeks;

22.5.2.2 for election to the Provincial Legislature: four (4) weeks;

22.5.2.3 for election to a Municipal Council or School Board: two (2) weeks;

22.5.2.4 for election as Mayor of Winnipeg: four (4) weeks.

These do not exclude the arrangement of shorter terms of leave that are mutually satisfactory.

22.5.3 **Election**

If elected the Member shall take a full leave of absence without pay with the following exceptions:

22.5.3.1 Provincial Legislature: the University may agree to a partial rather than a full leave without pay. However an appointment as Minister of the Crown shall require a full leave without pay;

22.5.3.2 Municipal Council (other than as Mayor of Winnipeg): partial or full leave without pay may be required depending on the impact on University duties. Should workload as a member of municipal council subsequently increase so as to interfere with the Member's ability to perform his/her duties, partial or full leave arrangements without pay shall be arranged;

22.5.3.3 School Board: no leave arrangement will be necessary if the dean/director or department head determines that School Board membership will not impact University duties. Should workload as a member of the School Board

subsequently increase so as to interfere with the Member's ability to perform his/her duties, partial or full leave arrangements without pay shall be arranged.

22.5.4 **Members' Rights While on Leave**

During the time he/she is on leave, the Member shall have all the normal rights of Members on leave of absence without pay.

22.5.5 **Benefits While on Leave**

During the time he/she is on a full leave of absence without pay, the Member may, subject to the provisions of each benefit plan, arrange to maintain his/her benefit plans at his/her expense.

22.5.6 **Members Holding Administrative Positions**

Members shall resign their University administrative positions if elected to political office, and shall be subject to the procedures outlined in sections 22.5.1 to 22.5.5 above.

22.5.7 **Use of University Facilities**

In the conduct of political activities a Member shall not use the facilities, equipment, supplies and other services of the University at any time, or engage any other University personnel in the conduct of political activities during their working hours.

22.5.8 **Return from Leave**

Leave will normally be granted for a term approximately equal to the expected term of office. A Member shall be entitled to terminate his/her leave for elective office, granted under the provisions of s. 22.5.3 of this Article, and return to the University at the beginning of any academic term if appropriate notice of his/her intention to return is given to the dean/director. In the case of full-time leaves granted under s. 22.5.3, any right to return from leave shall expire after two terms of elective office or ten (10) years from the date the full-time leave commenced, whichever is greater.

22.6 **Leaves of Absence With or Without Pay**

22.6.1 A leave of absence without pay to provide professional assistance on a full-time basis to an outside agency shall be granted by the Provost and Vice-President (Academic) to a Member when the following conditions are met:

22.6.1.1 the Member's primary duties can be covered by a replacement deemed to be satisfactory by the University;

22.6.1.2 all of the University's contractual obligations relating to the Member can be met by a replacement deemed to be satisfactory by the University;

22.6.1.3 the University's obligations in this section do not extend beyond one (1) year's leave in five (5) years of paid full-time service at the University. Nothing in this section shall preclude further leaves of absence being taken by mutual agreement between the Member and the University.

22.6.2 A Member may apply for and the Provost and Vice-President (Academic) may grant leaves of absence with or without pay in circumstances not covered explicitly by this Article.

22.6.3 Contributions to the pension plan and staff benefits programs shall be continued by the University and the Member throughout the period of leave of absence with pay. The period of a leave of absence with pay shall be credited towards years of service in the calculation of pension benefits.

22.6.4 In cases of leaves without pay, except for those covered under s. 22.5.5 above, the Member may make arrangements to pay both the University's and his/her contributions to the pension plan and staff benefits programs or in special circumstances the University may continue to make its contribution to the pension plan and staff benefits programs on the condition that the Member also continue to make his/her contributions.

ARTICLE 23. SUMMER SESSION AND EXTENDED EDUCATION DIVISION INSTRUCTION

23.1 **Summer Session 1 and 2**

23.1.1 A Member who in addition to his/her normal teaching assignment teaches in Summer Session 1 and 2 shall receive a stipend of not less than the following per six (6) credit hour course:

Year	2017	2018	2019	2020
Stipend	$8,649	$8,714	$8,801	Amount to be determined pursuant to Appendix 'I'.

The stipend for a course less than a six (6) credit hour course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

23.2 **Extended Education**

23.2.1 A Member who teaches in any of the business and professional non-degree career development programs, seminars or business courses administered by Extended Education, except those noted in s. 23.1, s. 23.2.2 and s. 23.3, shall receive a stipend of not less than the following per class hour:

Effective Sept 1	**2017**	**2018**	**2019**	**2020**
Stipend	$97.57	$98.30	$99.28	Amount to be determined pursuant to Appendix 'I'.

The actual amount of each stipend shall be determined administratively.

23.2.2 A Member who teaches in all other non-degree general interest programs, seminars or courses administered by the Extended Education, shall receive a stipend of not less than the following per class hour:

Effective Sept 1	**2017**	**2018**	**2019**	**2020**
Stipend	$54.22	$54.63	$55.18	Amount to be determined pursuant to Appendix 'I'.

The actual amount of each stipend shall be determined administratively.

23.2.3 In the event that an offering in s. 23.2.1 or s. 23.2.2 is advertised and the number of enrollees times the fee to be paid by each enrollee is insufficient to cover the stipend required in s. 23.2.1 or s. 23.2.2, the University and the Member may agree to a reduction in the total stipend to no less than an amount equal to the number of enrollees times the fee paid by each enrollee.

23.3 **Off-Campus University Credit Courses**

23.3.1 A Member who teaches a university credit course at a location outside the Perimeter Highway shall receive a stipend of not less than the following per six (6) credit hour course:

Year	**2017**	**2018**	**2019**	**2020**
Stipend	$8,649	$8,714	$8,801	Amount to be determined pursuant to Appendix 'I'.

The stipend for a course less than a six (6) credit hour course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

23.4 **Obligations**

Participation in Summer Session 1 or 2, or Extended Education programs, seminars or courses which are not a part of the Member's regular teaching assignment shall not conflict or interfere with the fulfilment of the Member's primary duties to the University.

The Member shall obtain the approval of his/her dean/director, which approval shall not be unreasonably withheld, before accepting an offer to teach any program, seminar or course.

Teaching assignments in Summer Session 1 and 2 or Extended Education programs, seminars or courses for which a stipend is paid shall be by mutual consent of the Member and the department head. Refusal to accept such assignments shall not prejudicially affect either party.

ARTICLE 24. SALARIES

24.1 **Salary Schedules**

N.B. ss 24.1.1, 24.1.2, 24.1.3, 24.1.4, 24.1.5, 24.5 a) and 24.5 b) shall not apply to Dental Clinical Staff Members.

[For information only: The schedule for 2018-2019 was derived by increasing the floors, thresholds, increments and maxima of 2017-2018 by 0.75%. The schedule for 2019-2020 was derived by increasing the floors, thresholds, increments and maxima of 2018-2019 by 1.0%.]

24.1.~~3~~1 **Salary Schedule Effective April 1, 2017 - March 31, 2018**

	(1) Floor	(2) Increment	(3) Threshold	(4) Increment	(5) Maximum
Professor	$103,451	$3,832	$137,936	$2,873	$155,177
Assoc Professor	$84,251	$3,120	$112,334	$2,341	$126,376
Asst Professor	$71,777	$2,658	$95,704	$1,993	$107,666
Lecturer	$57,291	$2,122	$76,388	$1,592	$85,937
Sr Instructor	$73,338	$2,716	$97,783	$2,037	$110,006
Instructor II	$67,382	$2,496	$89,844	$1,872	$101,074
Instructor I	$58,523	$2,168	$78,030	$1,626	$87,784
Librarian	$94,961	$3,517	$126,615	$2,638	$142,441
Assoc Librarian	$75,879	$2,810	$101,171	$2,108	$113,817
Asst Librarian	$65,832	$2,438	$87,774	$1,829	$98,746
General Librarian	$57,158	$2,118	$76,210	$1,588	$85,735

24.1.2 **Salary Schedule Effective April 1, 2018 - March 31, 2019**

	(1) Floor	(2) Increment	(3) Threshold	(4) Increment	(5) Maximum
Professor	$104,227	$3,861	$138,971	$2,895	$156,341
Assoc Professor	$84,883	$3,143	$113,177	$2,359	$127,324
Asst Professor	$72,315	$2,678	$96,422	$2,008	$108,473
Lecturer	$57,721	$2,138	$76,961	$1,604	$86,582
Sr Instructor	$73,888	$2,736	$98,516	$2,052	$110,831
Instructor II	$67,887	$2,515	$90,518	$1,886	$101,832

Instructor I	$58,962	$2,184	$78,615	$1,638	$88,442
Librarian	$95,673	$3,543	$127,565	$2,658	$143,509
Assoc Librarian	$76,448	$2,831	$101,930	$2,124	$114,671
Asst Librarian	$66,326	$2,456	$88,432	$1,843	$99,487
General Librarian	$57,587	$2,134	$76,782	$1,600	$86,378

24.1.3 **Salary Schedule Effective April 1, 2019 - March 31, 2020**

	(1) Floor	(2) Increment	(3) Threshold	(4) Increment	(5) Maximum
Professor	$105,269	$3,900	$140,361	$2,924	$157,904
Assoc Professor	$85,732	$3,174	$114,309	$2,383	$128,597
Asst Professor	$73,038	$2,705	$97,386	$2,028	$109,558
Lecturer	$58,298	$2,159	$77,731	$1,620	$87,448
Sr Instructor	$74,627	$2,763	$99,501	$2,073	$111,939
Instructor II	$68,566	$2,540	$91,423	$1,905	$102,850
Instructor I	$59,552	$2,206	$79,401	$1,654	$89,326
Librarian	$96,630	$3,578	$128,841	$2,685	$144,944
Assoc Librarian	$77,212	$2,859	$102,949	$2,145	$115,818
Asst Librarian	$66,989	$2,481	$89,316	$1,861	$100,482
General Librarian	$58,163	$2,155	$77,550	$1,616	$87,243

24.1.4 **Salary Schedule Effective April 1, 2020 - March 31, 2021**

Salary Schedule shall be determined pursuant to Appendix 'I'.

24.1.45 Salary floors shall become operative ~~April 1, 2016~~ after all salary increases in accord with section 24.2, 24.3 and 24.4, as appropriate, have been made. Salary floors shall apply to promotions at the effective dates of promotion.

24.2 Effective April 1, 2018, each Member as of March 31, 2018 shall receive an increase to his/her base salary of point seven five percent (0.75%).

24.3 Effective April 1, 2019, each Member as of March 31, 2019 shall receive an increase to his/her base salary of one percent (1.0%).

24.4 Effective April 1, 2020, each Member as of March 31, 2020 shall receive an increase to his/her base salary of a percentage to be determined pursuant to Appendix 'I'.

24.5 Effective April 1, ~~2016~~ 2017, 2018, 2019 and 2020 (note that for 2020, increments will ~~not~~ be applied ~~until~~ following the implementation of s. 24.1.4, retroactive to April 1, 2020):

(a) Each Member other than Dental Clinical Staff whose base salary rate as of March 31 of the applicable year is less than the Threshold for his/her rank (Column (3) of the Salary Schedule effective April 1 of the same year) and whose performance during the preceding calendar year has been satisfactory shall receive one increment, as applicable, to his/her base salary rate (Column (2) in the Salary Schedule effective April 1 of the same year); and

(b) Each Member other than Dental Clinical Staff whose base salary rate as of March 31 of the applicable year is greater than or equal to the Threshold but less than the Maximum (Columns (3) and (5), respectively, in the Salary Schedule effective April 1 of the same year) for his/her rank and whose performance during the preceding calendar year has been satisfactory shall receive one increment, as applicable, to his/her base salary rate (Column (4) in the Salary Schedule effective April 1 of the same year.)

(c) Effective April 1, ~~2016~~ in each of 2017, 2018, 2019 and 2020, each Dental Clinical Staff member shall receive an increase to his/her base salary rate as of March 31 previous, ~~of 2.47%~~ subject to satisfactory performance in the previous calendar year. The value of the increase will be equivalent to the total value of satisfactory performance increments awarded to non-DCS UMFA Members on April 1 of the applicable contract year, divided by the total value of the annual base salaries of non-DCS UMFA Members as of March 31 previous.

24.6 Where the performance of a Member other than Dental Clinical Staff in the preceding calendar year is found not to be satisfactory, either one-half or all of the increment applicable to his/her rank may be withheld. For a Dental Clinical Staff Member, either one-half or all of the satisfactory performance adjustment as per s. 24.5 c) may be withheld. All such Members shall be informed, in writing, by his/her dean/director of the amount to be withheld and the reasons for withholding half or all of the increment or satisfactory performance adjustment as applicable. Within two (2) weeks of the notice to the Member, the Staff Relations Officer, Human Resources, shall forward the name of the Member to the Association.

24.7 In recognition of achievement, a Member other than Dental Clinical Staff who is promoted shall receive an additional full increment in an amount equal to the increment corresponding to his/her new rank as set out in Column (2) of the Salary Schedule in effect as of April 1, of the calendar year next following the calendar year in which the application is submitted. A Dental Clinical Staff Member who is promoted shall receive an additional satisfactory performance adjustment as per 24.5 c). Notwithstanding any other provision of this Agreement:

24.7.1 The promotion increment or the additional satisfactory performance adjustment shall take effect on April 1 of the calendar year next following the calendar year in which the promotion application was submitted;

24.7.2 The promotion increment or the additional satisfactory performance adjustment shall take effect after all provisions herein governing scale increases and satisfactory performance increments due and effective April 1 have been implemented and the floors have become operative; and

24.7.3 Salary thresholds and salary maxima as described in this Article to do not apply to promotion increments.

24.8 No Member shall receive an increase to her/his base salary rate except as provided for in this Article.

24.8.1 In exceptional circumstances, the University may provide an increase to a Member's base salary.

24.8.2 Within thirty (30) days of deciding to provide an increase to a Member, the University shall provide to the Association in writing the name of the Member who shall receive an increase, the amount of the increase and the reasons for the increase.

24.8.3 The sum total of all such increases shall not exceed $250,000.00 in any contract year.

ARTICLE 25. MERIT AWARDS

25.1 In each year of the contract the University shall establish a separate fund from which merit awards may be granted to Members as of March 31 of the previous contract year. The amount of each merit award shall be $3,000 and there shall be sufficient funds made available so that up to a total of thirty-three (33) awards may be made in a given year. In any given year, all monies in the merit pool need not be awarded.

25.2 Merit awards shall be administered by University-based joint committees and shall be granted for outstanding achievement during the previous calendar year in:

25.2.1 Teaching - up to eight (8) awards;

25.2.2 Research, Scholarly Work and Other Creative Activities - up to eight (8) awards;

25.2.3 Service - up to six (6) awards;

25.2.4 Any combination of Teaching; Research, Scholarly Work and Other Creative Activities and Service - up to eight (8) awards;

25.2.5 Promoting Indigenous Achievement – up to three (3) awards.

25.3 The factors that may be considered in assessing nominations or applications for such awards may include but are not limited to those set out in Article 20.A.1.2.1 through 20.A.1.2.3, or 20.B.1.2.1 through 20.B.1.2.4, as appropriate.

25.4 Each nomination or application shall indicate by which Joint Committee (as named in s. 25.5) it is to be considered, and shall include information, material or documentation necessary to support the nomination or application. The award for Promoting Indigenous Achievement shall be considered by two (2) representatives from each of the Joint Committees ~~together~~. The Association and the University shall each select one member from each of the joint committees established under s. 25.5.1 to serve.

25.5 Merit awards shall be administered by two Joint Committees:

- Joint Committee on Merit Awards: Social Sciences, Humanities and Fine Arts
- Joint Committee on Merit Awards: Life Sciences, Natural Sciences and Engineering

25.5.1 Each Joint Committee shall be composed of two (2) persons appointed by the University, two (2) persons appointed by the Association and a chairperson selected by these appointees from outside their number but from within the University.

25.5.2 All decisions of each Joint Committee shall be final and binding and the recipients shall be announced to the University community together with a citation of the outstanding achievement in each case.

25.5.3 The discrete field of academic endeavour for which each Joint Committee is normally responsible is set out in s. 25.5.4 hereof. Each Joint Committee may grant merit awards in each of the four (4) categories identified in s. 25.2.1 through 25.2.4 such awards to be distributed such that up to four (4) awards may be made in the category of Teaching; up to four (4) awards in the category of Research, Scholarly Work and Other Creative Activities; up to three (3) awards in the category of Service; and up to four (4) awards for outstanding achievement in any combination of the foregoing three categories. The Joint Committee together may award up to three (3) awards in the category of Promoting Indigenous Achievement (s. 25.2.5).

25.5.4 The Joint Committee on Merit Awards: Social Sciences, Humanities and Fine Arts shall normally consider nominations or applications from the following Faculties, Schools or Units: Art, Arts, Extended Education, Education, Human Ecology, Law, Libraries, Management, Music, Social Work, Student Affairs.

The Joint Committee on Merit Awards: Life Sciences, Natural Sciences and Engineering shall normally consider nominations or applications from the following Faculties, Schools or Units: Agriculture, Architecture, Dentistry, Engineering, Environment, Kinesiology and Recreation Management, Medicine, Nursing, Pharmacy, Science.

25.6 No individual shall receive more than one (1) merit award in any one year, or more than one (1) merit award per category in a three (3) year period.

25.7 Merit awards shall not form part of the base salary rate of the individual.

25.8 In the event that the total amount of the fund is not allocated, the remainder shall be given to the Libraries for acquisitions.

ARTICLE 26. THE ANOMALIES FUND

26.1 In each of the ~~2016-2017~~ 2017-2018, 2018-2019, 2019-2020, and 2020-2021 contract years, the University shall establish a separate fund of $100,000 in order to correct anomalies in base salary rates among Members. These contingency fund(s) shall be administered in accordance with the procedures set out in this Article.

26.2 The Anomalies Fund shall be administered by a joint committee composed of two (2) persons appointed by the University, two (2) persons appointed by the Association and a chairperson selected by these appointees from outside their own number but from within the University. The decisions of the joint committee shall be final and binding on the applicants, the Association and the University.

26.3 Any Member, department head or dean/director may apply to the committee for a salary adjustment in base salary rate of a Member. Applications shall be in writing and set out the reasons for the request and the amount being requested. Each application shall be signed by the person initiating the request and forwarded to the committee through the dean/director and the President or his/her designate, with a copy to the Member.

26.4 The President or his/her designate may make such recommendation to the committee as he/she thinks fit.

26.5 The committee shall inform the Member, the President, the Association and the dean/director of its decision.

26.6 In any given year, the total amount in the fund need not be allocated.

26.7 In the event that the total amount in the fund is not allocated, the remainder shall be given to the Libraries for acquisitions.

26.8 Subject to s. 26.8.1, t~~T~~he committee shall meet by April 15 to determine the method by which it is to examine Members' salaries and by which anomalous salaries are to be corrected. The University shall provide to the committee and UMFA by May 1 of the applicable contract year for each UMFA Member as of the preceding March 31 the following information: faculty, department, rank, surname and first name, salary, terminal degree(s), year of terminal degree(s), years since degree(s), date of current rank, years in current rank, and UMFA start date. The committee shall make all reasonable efforts to complete its work and make its decision by December 1. If no decision is made by December 1, no anomalies shall be addressed in that year.

26.8.1 For the year 2020-2021, the anomalies committee shall meet and commence its deliberations within 30 working days of the salary increases for the 2020-2021 contract year coming into effect. The committee will make every reasonable effort to conclude its deliberations in a timely manner.

26.9 The anomalies funds in the ~~2016-2017~~ 2017-2018, 2018-2019, 2019-2020, and 2020-2021 contract years shall be administered in accordance with the procedures developed by the committee, which procedures shall replace those in s. 26.3, 26.4 and 26.6 to the extent that they are inconsistent with the latter.

ARTICLE 27. TRAVEL FUNDS AND EXPENSES

27.1 The University shall provide funds for the purpose of subsidizing the:

(a) ~~the~~ travel of Members for attending meetings of academic or professional groups or for pursuing research and scholarly work which forms a part of university duties; or

(b) ~~the~~ purchase of books, journals and other published works and items of equipment to be used in the performance of their academic duties; and/or

(c) ~~the~~ purchase of services to be used in the performance of their academic duties or in support of the research and scholarly work which forms a part of their university duties.

The use of these funds shall follow normal University procedures and financial controls. Any items acquired using these funds shall be the property of the University and shall be made available for use by other members of the faculty/school. The funds will be distributed in three parts: a pool of funds allocated to the faculty or school to be distributed by the dean/director, a sum to be made available to each Member and a sum to be made available to Members on research/study leaves, as described in sections 27.1.1, 27.1.2, 27.1.3 and 27.1.4, respectively:

27.1.1 For each academic year, the University shall allocate to each faculty/school a pool of funds on the basis of an amount per Member as of July 1 of the year for the purposes identified in s. 27.1. These funds shall be allocated to Members only, unless an equivalent University allocation or prorated portion thereof is made for all academic staff members eligible to call upon such pooled funds, in which case all such travel and expense funds available to the faculty or school may be pooled and administered on a faculty-wide basis. Pooled travel and expense funds shall be administered by the dean/director. The dean/director shall establish procedures for the disbursement of pooled travel and expense funds to applicants based on the recommendations, if any, of the appropriate faculty/school council meeting in committee. These procedures shall include a statement of criteria and priorities for allocation. On October 1st and February 1st of each year, the dean/director will advise Members as to the amount of pooled travel and expense funds expended or committed and the balance remaining, if any.

2017-2018	$732 per Member to each faculty/school
2018-2019	$737 per Member to each faculty/school
2019-2020	$745 per Member to each faculty/school
2020-2021	Amount to be determined pursuant to Appendix 'I'.

27.1.2 For each academic year, the University shall make available an amount to each Member not holding a probationary appointment on July 1, for the purposes identified in s. 27.1. Unspent portions of the amount may be carried over into the next two (2) academic years provided that the unspent portion is more than $100.00.

2017-2018	$1512 per Member to each faculty/school
2018-2019	$2027 per Member to each faculty/school
2019-2020	$2047 per Member to each faculty/school
2020-2021	Amount to be determined pursuant to Appendix 'I'.

27.1.3 For each academic year, the University shall make available an amount to each Member holding a probationary appointment on July 1, for the purposes identified in s. 27.1. Unspent portions of the amount may be carried over into the next two (2) academic years provided that the unspent portion is more than $100.00.

2017-2018	$1648 per Member
2018-2019	$2164 per Member
2019-2020	$2186 per Member
2020-2021	Amount to be determined pursuant to Appendix 'I'.

27.1.3.1 Where a person becomes a Member after July 1 of an academic year, the University shall make the amount in s. 27.1.2 or s. 27.1.3, as applicable, available on a pro rata basis for that academic year. In the case of a Member with a contingent or term appointment which ends on a specified date, the University shall make available to the Member an amount equal to the pro rata share of the funds available for the contract year in which the appointment ends.

27.1.3.2 Where a Member is on a leave of absence without pay or on Long Term Disability at July 1, no travel and expense allocation shall be allocated to the Member. Should the Member return to full-time duties, or a reduced appointment or half time appointment during the academic year, the Member shall receive an allocation calculated in the same manner as outlined in s. 27.1.3.1. For clarification, this section does not apply to Members on maternity/parental leave with or without allowance or Members on other child care leave.

27.1.4 For each academic year the University will reimburse each Member on a full research/study leave of twelve (12) months duration at 80% of salary (or its equivalent of six (6) months duration at 100% of salary) up to a maximum amount for expenditures incurred for the purposes identified in s. 27.1 in support of approved research/study activities carried out during the leave. For Members on research/study leaves of less than twelve (12) months' duration (or its equivalent), the maximum will be reduced on a pro rata basis. Reimbursement will be made

against receipts upon submission of a travelling expense form.

2017-2018 a maximum of $1613 for expenditures in support of approved research/study activities

2018-2019 a maximum of $2129 for expenditures in support of approved research/study activities

2019-2020 a maximum of $2150 for expenditures in support of approved research/study activities

2020-2021 Amount to be determined pursuant to Appendix 'I'.

27. 2 Members shall be reimbursed for expenses incurred while travelling on approved University business in accordance with University policy thereto appertaining which policy shall not be changed so as to diminish the amounts available for this purpose.

ARTICLE 28. DISCONTINUANCE OF MEMBERS' APPOINTMENTS

28.1 **General**

28.1.1 The Association and the University:

i) recognize the importance of tenure as a protection of academic freedom and the long-term commitment made by Members to an academic career;

ii) acknowledge the importance of long range academic planning;

iii) recognize that to serve the goals of the University as a learning environment for staff and students, the University must maintain the flexibility to add to, delete from and change its academic programs and approaches to learning;

iv) recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of Members;

v) commit to the principles of openness, fairness and accountability in decisions or actions taken under this Article.

28.1.2 The University will endeavour to maintain the security of employment of Members affected by this Article wherever possible.

28.1.3 Appointments of Member with tenured and probationary appointments as defined in Article 19 can only be terminated by dismissal for cause or pursuant to this Article.

28.1.3.1 Discontinuance, pursuant to this Article, is not dismissal for cause and shall not be recorded or reported as such.

28.1.4 The discontinuance of appointments pursuant to this Article shall be for valid academic and/or financial reasons only.

28.1.5 In order to discontinue appointments in accordance with this Article, except for discontinuance for exclusively academic reasons, the Board of Governors ("the Board") must first declare that an extraordinary financial exigency exists.

28.1.6 For the purposes of Article 28, the parties agree that Extended Education and Student Services shall be treated as faculties/schools. The parties further agree that should any other unit require classification as either a faculty/school or program/department for the purposes of Article 28, the parties will meet to determine the appropriate classification. Should the parties not be able to reach an agreement, the issue shall be referred to expedited arbitration in accordance with the provisions of Article 28.

28.1.6.1 Where appointments of Members within such other units as specified in s. 28.1.6 may be affected under the terms of this Article, the procedures to be followed shall parallel those specified in this Article for faculties/schools or programs/departments, depending on the unit involved.

28.1.7 For the purposes of this Article, the academic salary budget is defined as the total salary and benefits cost of members of the bargaining unit.

28.1.8 i) A closure is the elimination of a faculty/school, department or program containing Members, for valid academic or financial reasons.

ii) A program is defined as any recurring sequence of learning experiences which is offered through the University and for which a unique credential is awarded to students by the institution at its discretion. The term "program" also refers to one or more programs organized by an institution into a department, division, school or faculty; and includes majors/minors, honours and other disciplinary specializations, within degree or other programs, for which degree or other programs a unique credential is awarded.

iii) No academic unit smaller than a program or department can be closed. However, such smaller units may be closed as part of the bona fide closure or amalgamation of a program or department.

28.1.9 Where any person, committee or body fails to provide, within the appropriate time frames, a report or make recommendations or provide advice as provided for in this Article, the designated recipient of the report, recommendation or advice may proceed in accordance with the provisions of this Article as if the report, recommendation or advice had been provided.

28.2 **Discontinuance for Financial Reasons**

28.2.1 An extraordinary financial exigency exists when:

i) there is an actual or projected deficiency in operating revenue relative to operating budget expenditures; and

ii) such deficiency can reasonably be projected to extend beyond one year; and

iii) the persistence of the deficiency will seriously inhibit the functioning of the existing academic units; and

iv) the deficiency cannot be alleviated in a material way by such reasonable means as do not require the application of the Article.

Financial Verification Committee

28.2.2 Upon passage of a resolution by the Board that an extraordinary financial exigency may exist, the Board shall refer the matter to the Financial Verification Committee ("FVC") which shall, within thirty (30) days of referral from the Board, report to the Board in writing on the following:

i) the FVC shall verify if an extraordinary financial exigency exists, within the meaning of this Article;
ii) the FVC shall verify the quantum of the exigency, if any;
iii) the FVC shall have the right to make recommendations to the Board as to how to deal with the exigency as may be found to exist, including the size of the reduction required to the academic salary budget.

28.2.3 The FVC shall be comprised of the following voting Members:

i) two individuals appointed by the Board;
ii) two individuals appointed by the Faculty Association;
iii) a Chairperson who shall be entitled to vote only in the event of a tie.

28.2.4 The FVC shall also have the following non-voting Members:

i) two students appointed by University of Manitoba Students Union; and
ii) two representatives from the other bargaining units within the University chosen by the same method as the Support Staff Assessor on the Board is chosen; and
iii) one representative from the excluded employee groups.

28.2.5 The Chairperson of the FVC shall be selected by the remaining voting Members of the FVC. In the event that the voting Members of the FVC cannot agree on the appointment of the Chairperson, the Chairperson shall be appointed by the Chief Justice of Manitoba.

28.2.6 No employee or official of the Government of Manitoba shall be entitled to be a Member of the FVC.

28.2.7 The FVC shall have the right to receive and consider any such information as it in its own discretion deems relevant. The FVC shall have the opportunity to select a financial consultant of its choice to assist in its deliberations. The consultant shall report to the FVC and to the Board. Costs of the financial consultant shall be borne by the University.

28.2.8 The Board agrees to the full disclosure of all relevant information which is related to the extraordinary financial exigency.

28.2.9 The Board shall receive and give serious consideration to the report of the FVC, although the role of the FVC is advisory only.

28.2.10 Having received and considered the report of the FVC, the Board shall determine whether an extraordinary financial exigency exists.

28.2.11.1 If the Board determines not to adopt the recommendations of the FVC, either in whole or in part, it shall notify the FVC of its reasons for not adopting the recommendations of the FVC.

28.2.11.2 If the Board accepts the finding of the FVC that an extraordinary financial exigency exists, as of the date of the report, that finding shall be deemed final and conclusive and not subject to grievance.

28.2.12 The report of the FVC and all the submissions tendered to it shall be submitted simultaneously to the Board, the Association and Senate;

28.2.13 The report of the FVC shall be made public.

28.3 **Academic Budget Allocation Committee**

28.3.1 There shall be an Academic Budget Allocation Committee ("ABAC") which shall have the same composition as the Senate Planning and Priorities Committee as specified in the Senate Handbook as of November 9th, 1995, but any member of the ABAC who has previously voted in the budget verification process shall stand aside as a voting member and may be replaced by another representative chosen by them from their constituency. Any member who has stood aside may participate as a non-voting member.

28.3.2 Where the Board declares that an extraordinary financial exigency exists, it shall refer the matter to the ABAC, which shall recommend the proportional amount by which the budget of each faculty/school in the University is to be reduced. The primary concern of the ABAC shall be the academic needs and priorities of the University as a whole.

28.3.3 The report of the ABAC is advisory only.

28.3.4 The ABAC shall consult as widely as possible prior to arriving at its recommendation and the Board agrees to the full disclosure of all information which is relevant to the mandate of the ABAC, including, but not limited to, the Board's own provisional allocations of the proposed reductions.

28.3.5 The report and recommendations of the ABAC, and all submissions tendered to it, shall be submitted to the Board, with a copy to the Association, within thirty (30) working days of being established.

28.3.6 The report of the ABAC shall be made public.

28.3.7 The Board will give serious consideration to the report and recommendations of the ABAC, although the role of the ABAC is advisory only. Upon receipt of the report of the ABAC, the Board has the discretionary right to make the final determination as to whether to accept the recommendations of the ABAC. The Board shall make the determination as to how to achieve and allocate the required reduction in the budget allocations to faculties and schools.

28.3.7.1 In the event that the Board determines not to accept the recommendations of the ABAC, either in whole or in part, it shall notify the ABAC of its reasons for not accepting the recommendations of the ABAC.

28.4 **Other Consultation**

28.4.1 Once the Board has determined the allocation referred to in s. 28.3.7 and established the faculties/schools to be affected, the Board shall notify the Association and the Provost and Vice-President (Academic) in writing as to the determination, and the reasons therefor. The Association and the Provost and Vice-President (Academic) may provide advice to the Senate, and shall provide such advice within thirty (30) days of receiving the notification from the Board.

28.5 **Faculty/School Councils**

28.5.1 Once the Board has made the determination referred to in s. 28.3.7, the Board shall forward the allocations to the affected faculty/school councils. The faculty/school councils shall recommend to the dean/director the proportion of the academic budget to be allocated to academic salaries.

28.5.2 The dean/director shall inform faculty/school council as to the amount of the budget to be allocated to items other than the academic salary budget and the reduction required to the academic salary budget.

28.5.3 The faculty/school council, shall consider the impact of the reduction in the faculty/school academic salary budget, and shall make recommendations to the Senate as to how to achieve the required reduction in the faculty/school academic salary budget. In particular, the faculty/school council:

i) may recommend ways of reducing the academic salary budget of the faculty/school, including but not limited to, early retirements, reduced workloads, job-sharing arrangements, transfers, voluntary separation, discontinuance of Members' appointments and leaves;

ii) may determine that the reduction in the academic salary budget can be alleviated by a reduction in Members' salaries across the faculty/school affected. If so, the issue shall be submitted to a vote of the faculty/school council. Only Members of the bargaining unit have the right to vote on this issue. If the faculty/school council approves the reduction in salaries, it shall recommend this approach to the Board and the Association. If accepted by the parties, the total savings generated by this reduction in salaries shall be applied to the reduction required from the faculty/school academic salary budget;

iii) may recommend that the reduction in the academic salary budget can be achieved through the closure of a program or department and if the faculty/school council recommends such a closure, the faculty/school council:

a) may recommend that all or some of the components of the program or department recommended for closure be amalgamated with an existing program or department; or

b) may recommend that all or some of the components of the program or department recommended for closure be joined into a newly constituted program or department.

iv) shall take in consideration the potential impact the implementation of the specific reduction in the academic salary budget would have on the operation of other programs or departments throughout the University.

28.5.4 Within thirty (30) days of receiving the allocation from the Board referred to in s. 28.3.7, the faculty/school council shall submit a report with recommendations to the Senate for consideration.

28.6 **Senate**

28.6.1 Following receipt and consideration of the recommendations from the affected faculty/school council, the Provost and Vice-President (Academic) and the Association, and no later than sixty (60) days following the receipt of the report of the faculty/school council, the Senate shall make a recommendation to the Board as to how to achieve the reduction in the academic salary budget. The Senate recommendation shall be consistent with the following criteria:

i) the recommendation, if implemented, will allow the faculty/school to meet its academic salary budget reduction;

ii) the recommendation, if implemented, will not contravene the University's legal, regulatory or contractual obligations;

iii) the recommendation, if implemented, will not result in additional long-term costs to the University which would prevent it from achieving the required reduction; and

iv) the recommendation, if implemented, will not jeopardize the accreditation of on-going faculties, schools or programs.

28.7 **Board of Governors**

28.7.1 The Board shall consider the recommendation of Senate and either accept it, or, if it does not accept the recommendation, it shall send the recommendation back to Senate for reconsideration. Senate shall make a second recommendation within thirty (30) days of receiving the Board's advice that it does not accept the first recommendation.

28.7.2 The Board shall consider the second recommendation of Senate and shall accept it unless Senate has failed to meet the criteria set out in s. 28.6.1, and the Board rejects the recommendation by a two-thirds majority.

28.7.3 Where the Board accepts Senate's recommendation in accordance with s. 28.7.1 or s. 28.7.2 and the recommendation includes the closure of a program, department, school or faculty such that appointments of Members with tenured or probationary appointments are to be discontinued, the procedures in sections 28.10, 28.11, 28.12, 28.13 and 28.14 shall apply.

28.7.4 Where the Board rejects Senate's recommendation in accordance with s. 28.7.2, the Board shall determine how to achieve the required reduction in accordance with the criteria in Article 28.

28.7.5 Where at any time after the initial declaration of an extraordinary financial exigency, the Board is presented with reasonable means whereby it appears that it can in a material way reduce or eliminate the reduction in the academic salary budget (hereafter referred to as "subsequently acquired means"), the Board shall:

i) determine the quantum or existence of the subsequently acquired means in like manner to the original verification of the financial exigency pursuant to s. 28.2, with the necessary changes;

ii) give due consideration to the principle that a financial exigency must be alleviated by any subsequently acquired means;

iii) if it is determined that subsequently acquired means exist, allocate such means directly to affected faculties/schools and used to modify or eliminate the required reductions in their academic salary budget;

iv) have the discretion to determine whether or not to delay the process established by sections 28.2 through 28.10 ("the reduction process") by re-submitting all or part of the allocation to any of the steps which have been completed in the original reduction process before the verification of the subsequently acquired means;

iv) if it chooses not to have any step in the original reduction process re-done, submit any allocation of subsequently acquired means directly to the Committee or Body then involved in a current stage of the original reduction process and any alleviation achieved thereby shall be considered thereafter as part of the original reduction process.

28.8 **Closure of Faculty/School For Financial Reasons**

28.8.1 The Board shall follow the procedures set out in sections 28.1 and 28.2 before recommending closure of a faculty/school for financial reasons.

28.8.2 Following a motion of the Board that it intends to recommend closure of a faculty/school, the Board shall refer the matter to Senate, which shall conduct whatever consultations it deems necessary, including consultation with the affected faculty/school. Senate shall have ninety (90) days to conduct its consultations, and shall make a written recommendation to the Board as to whether or not to proceed with the closure. The report shall be made public.

28.8.3 If the Board decides, after receiving the recommendation of Senate, that it wishes to proceed with the closure of the faculty/school, the Board shall inform Senate. The Board shall be entitled to make the final determination.

28.8.4 If, as a result of the closure of the faculty/school, the appointments of Members with tenured or probationary appointments may be or are to be discontinued, the procedures in sections 28.10, 28.11, 28.12 and 28.13 shall apply.

28.9 **Discontinuance for Academic Reasons**

Programs/Departments

28.9.1 Where discontinuance is based on academic reasons, the program/department closure shall be for bona fide academic reasons only and the process shall be subject to the terms of s. 28.9 set out hereafter.

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

28.9.3 a) Where, for academic reasons only, a dean/director intends to initiate a recommendation that programs and/or departments be closed or amalgamated with the consequence that appointments of Members with

tenure or with probationary appointments may be discontinued, the dean/director shall so advise the Provost and Vice-President (Academic) who in turn shall advise the Association.

b) The dean/director's recommendation to close or amalgamate programs or departments will follow the normal academic procedures involving consideration first by the faculty/school council and then Senate and the Board as provided for by the *University of Manitoba Act*.

28.9.4 Where Senate recommends to the Board the closure or amalgamation of programs or departments, as a consequence of which appointments of Members with tenure or with probationary appointments may be discontinued, the Board shall so advise the Association.

Faculties/Schools

28.9.5 Before the Provost and Vice-President (Academic) recommends to Senate the closure of a faculty/school for academic reasons, as a consequence of which appointments of Members with tenured or probationary appointments may be discontinued, the Provost and Vice-President (Academic) shall forward a copy of his/her recommendation to the dean/director, the faculty/school council and the Association, and shall invite the dean/director and the faculty/school council to forward any advice that they wish to offer the Provost and Vice-President (Academic) within sixty (60) working days. The Provost and Vice-President (Academic) shall forward a copy of his/her recommendations and of the advice received from the dean/director and the faculty/school council to Senate, the Board and the Association.

28.9.6 Where Senate recommends to the Board the closure or amalgamation of faculties/schools, as a consequence of which appointments of Members with tenure or with probationary appointments are to be discontinued, the Board shall so advise the Association.

28.9.7 **Board of Governors**

28.9.7.1 Where Senate makes a recommendation with respect to the closure or amalgamation of faculties/schools for academic reasons, the Board will give serious consideration to the recommendation from Senate and will accept its recommendation unless:

i) Senate's recommendations are not based on bona fide academic reasons only and the recommendation of Senate is rejected by a two-thirds majority of the Board.

28.9.7.2 If the Board decides to close or amalgamate programs or departments of faculties/schools, as a consequence of which appointments of Members with tenured or probationary appointments are to be discontinued, it shall invite the

Association to forward any advice it wishes to offer the Board within thirty (30) working days.

28.9.8 After consideration of all recommendations and advice pertaining to the closure or amalgamation of programs, departments or faculties/schools, the Board shall make its determination and shall inform Senate, the faculties/schools and the Association of that determination.

28.9.9 When, pursuant to the foregoing procedures, the Board decides to close or amalgamate programs, departments or faculties/schools, as a consequence of which appointments of Members with tenured or probationary appointments are to be reduced or discontinued, the procedures in sections 28.10, 28.11, 28.12 and 28.13 shall apply.

28.10 **Redeployment**

28.10.1 i) Upon passage of a motion by the Board approving the closure of a program, department, school or faculty for academic and/or financial reasons in accordance with this Article, which may result in a change in or discontinuance of the appointment status of Members, the Board shall establish a Redeployment Committee to advise the Board on measures needed to deal with the closure;

ii) Where the recommendations of Senate approved by the Board in accordance with s. 28.8.2. include the identification of programs, departments, schools or faculties which are to be closed in order to achieve the aggregate savings that are required to meet the academic salary budget reductions, the list of the programs, departments, schools or faculties so affected shall be delivered to the Redeployment Committee and the Association by the Board.

28.10.2 The Redeployment Committee will consist of the following members of the University community:

i) the Provost and Vice-President (Academic) who will serve as a non-voting Chair;

ii) two Members elected by Senate from among those Members of Senate who are Members of the bargaining unit and who are from outside the faculty/school affected. Two alternate Members shall be selected to serve in the event that the original Member's faculty/school is affected;

iii) three additional members on an ad hoc basis depending on the faculty/school affected, consisting of:

a) two members elected by the council of the faculty/school affected, and

b) the dean/director of the faculty/school affected.

The Association shall be entitled to a non-voting assessor who has the right to attend all meetings of the Committee.

28.10.3 i) The University shall not discontinue the appointments of Members with tenured or probationary status pursuant to this Article without consulting with the Redeployment Committee.

ii) The University shall, where it is reasonable to do so, avoid hiring new persons for teaching positions, when Members have been identified or are clearly identifiable for discontinuance, at the time of the hiring, who are equally qualified to fill those vacant positions.

28.10.4 The Redeployment Committee shall accept the closures referred to it by the Board.

28.10.5 The Redeployment Committee shall identify the positions of Members which may have to be discontinued as a result of the closures. Where the recommendations of Senate in accordance with s. 28.8.2 are not sufficiently specific and comprehensive to permit identification of positions to be discontinued or such positions as can be identified do not result in aggregate savings that are sufficient to meet the required academic salary budget reduction, the deficiency in position identification shall be referred to the Redeployment Committee who shall identify and determine positions for discontinuance that are sufficient to eliminate the deficiency.

28.10.6 The Redeployment Committee shall consider methods of alleviating the effects of the closures. Such methods shall include, but not be limited to, transfers, early retirement, reduced work loads, job sharing, voluntary separation and the like. In particular, the Redeployment Committee shall make recommendations, including:

i) where a vacancy exists, transferring a Member who would otherwise be discontinued to another department or faculty/school for which the Member is qualified or could be qualified with two years retraining;

ii) providing the opportunity of voluntary early retirement if the Member is aged 55 years or more;

iii) advising Members of any voluntary separation plan;

iv) where reasonable to do so, offering reduced appointment as per Article 10, except that the Member does not require the permission of the President of the Board and the time frames for the notice as specified in Article 10 are waived;

v) any other alternative which may be implemented with the consent of the Member.

28.10.7 The implementation of the above options must be done in accordance with this Agreement. If the Board cannot offer (i) and the Member does not wish to accept (ii), (iii), (iv) or (v), the Member shall be discontinued in accordance with the provisions of this Article.

28.10.8 Where two or more Members are equally qualified with respect to any position available for the redeployment of Members, the order of redeployment shall be:

i) Members holding appointments with tenure, in order of the effective date of appointment with tenure;

ii) Members holding probationary appointments in order of the effective date of appointment, which date is deemed to be the beginning of the maximum untenured period. In cases where two or more individuals are equal with respect to the academic needs and priorities of the faculty/school, the order of discontinuance shall be:

a) First, Members holding probationary appointments in reverse order of effective date of appointment, which date is deemed to be the beginning of the maximum untenured period;

b) Next, Members holding appointments with tenure in reverse order of the effective date of the appointment with tenure.

28.10.9 The Board shall not discontinue the appointment of Members with tenure or probationary status until the Redeployment Committee has reported to the Board.

28.10.10 The Redeployment Committee shall make recommendations with respect to actions pertaining to Members under this Article to the Board within thirty (30) working days of receiving its initial reference from the Board. The recommendation shall be provided to the Association.

28.10.11 Where the recommendations of the Redeployment Committee do not result in the required reduction in the academic salary budget, the Board shall request the Redeployment Committee to identify further positions to be discontinued in order to meet with the required reductions. Any such supplementary reports shall be provided within thirty (30) days by the Redeployment Committee to the Board.

28.10.12 Both parties recognize that due to the variability in Members' salaries and benefits mathematical precision in achieving the required reductions may not be possible.

28.11 **Voluntary Severance Package**

28.11.1 If the Board decides to reduce the academic salary budget in accordance with this Article, and after the Board has received the recommendations of Senate in accordance with s. 28.8.2 so as to permit the identification of affected programs, departments, faculties or schools, the Board shall inform members of the affected

program, department, faculty or school of the existence of a Voluntary Severance Plan ("VSP").

28.11.2 Members shall have one month from the date of being informed of the voluntary severance plan to indicate in writing their intention to participate in the plan.

28.11.3 Within ten (10) days of receiving the written notice referred to above, the President shall make a determination as to whether the Member's voluntary separation will result in savings to the academic salary budget. The President will notify the Member in writing as to his/her determination and shall send a copy to the Redeployment Committee and the Association.

28.11.4 If the President determines that a Member's voluntary separation will result in savings to the academic salary budget and it appears that the Member cannot otherwise be redeployed in a fashion which will lead to greater financial or academic benefits for the University, the Member who applied for voluntary separation under this Article shall receive the notice period and the severance settlement equal to the amount of severance and notice that Member would receive if that Member had been discontinued in accordance with this Article.

28.11.5 All savings to the academic salary budget which result from the VSP shall be applied to the total savings required from the academic salary budget as identified by the Board.

28.11.6 Any Member over the age of 55 who is a member of an affected program, department, faculty or school shall, under the provisions of this Article, have the right to take advantage of any early retirement incentives in effect at the time of the declaration of financial exigency.

28.12 **Notice and Severance**

28.12.1 The following provision shall apply to Members whose appointments are to be discontinued pursuant to this Article.

28.12.2 Members whose positions are to be discontinued pursuant to this Article shall receive notice in writing from their dean/director which indicates the reasons for the discontinuance.

28.12.3 Members whose appointments are to be discontinued pursuant to this Article shall receive twelve (12) months' written notice and a discontinuance allowance equal to one (1) month's salary for each year of service in the University subject to a minimum of twelve (12) months' salary and a maximum of eighteen (18) months' salary.

28.12.4 Subject to the requirements of Revenue Canada, severance may be paid in a lump sum or in a series of equal payments, as determined by the Member.

28.12.5 Pursuant to the above, all payments shall be based on the individual's nominal salary at the effective date of discontinuance.

28.12.6 For the purpose of scholarly activity, a discontinued faculty member who previously held a probationary or tenured academic appointment shall have, for a period of three (3) years from the date of his/her discontinuance, access to office and laboratory space and library and computer services to the same extent and in the same fashion as is enjoyed by faculty members who are employed.

28.12.7 A discontinued faculty member who previously held a probationary or tenured academic appointment may maintain, for a period of three (3) years from the date of his/her discontinuance, such University staff benefits as he/she chooses provided that he/she makes prior arrangements to pay the costs of such coverage.

28.13 **Retraining**

28.13.1 Where the University decides to offer retraining it shall inform the Members in writing and invite them to apply to the President for approval to engage in a retraining program.

28.13.2 Each applicant shall outline the retraining program he/she wishes to pursue.

28.13.3 If an approved retraining program requires that the Member register as a student at the University, such a course of study shall be free of tuition fees. If an approved retraining program requires the Member to attend another post-secondary institution, the University shall provide the Member with a contribution toward the tuition fees paid by that Member, to a maximum of fees paid to the nearest equivalent program at the University.

28.13.4 Upon successful completion of his/her retraining program, the Member shall have, for a period of two (2) years, the right of first refusal for the first available position in his/her new field provided he/she is qualified for the position. If an offer of employment is accepted by the Member, he/she shall have a reasonable period of time, not to exceed twelve (12) months, to complete existing employment obligations.

28.13.5 Upon being re-appointed by the University, the Member shall receive such appointment status as he/she had enjoyed at the time of the discontinuance. Salary shall be adjusted for the subsequent appointment by any applicable adjustments awarded to Members as provided for under Article 24 during the period of discontinuance.

28.13.6 If a Member fails to complete an approved retraining program, the University may at its discretion terminate the appointment of the Member. That Member shall receive the balance of the severance owing under s. 28.12.3.

28.14 **Recall**

28.14.1 In the event that a Member whose probationary or tenured appointment was discontinued pursuant to this Article is subsequently given a full-time academic appointment with the University, he/she shall receive such appointment status as he/she shall have enjoyed at the time of the discontinuance. Salary shall be adjusted for the subsequent appointment by any applicable adjustments awarded to Members as provided for under Article 24 during the period of discontinuance.

28.14.2 A Member whose probationary or tenured appointment has been discontinued pursuant to this Article shall have, for a period of three (3) years from the date of his/her discontinuance, the right of first refusal for the first available position in the bargaining unit for which the Member is qualified. Such positions shall be filled on a competitive basis where the competition would consist of a pool of all discontinued Members who previously held probationary and tenured appointments.

28.14.3 Discontinued Members who previously held tenured or probationary appointments shall, for a period of three (3) years from the date of their discontinuance, be advised by the University, at their last known address, of any full time vacant position outside the bargaining unit prior to the external posting of such a vacancy. Subject to terms and conditions of employment as may be applicable to other University employees, an applicant who previously held a probationary or tenured appointment as a faculty member and whom the University considers is qualified for the available position, shall, for a period of three (3) years from the date of his/her discontinuance, have, prior to external posting, the right of first refusal for the position. Faculty Members who accept positions outside the bargaining unit shall forfeit their right of first refusal for positions within the bargaining unit as described in s. 28.13.2.

28.14.4 A Member whose probationary or tenured appointment has been discontinued and who accepts a transfer to another faculty position in the bargaining unit shall retain his/her appointment status including any necessary salary adjustment as provided in s. 28.14.1.

28.15 **Information**

28.15.1 Whenever, pursuant to the provisions of this Article, advice is to be sought, a recommendation is to be considered or a submission may be made, the Board shall consider any request for information that is required in order to provide the advice, consider the recommendation or make the submission. Such information shall not be unreasonably withheld. Requests for information shall not be frivolous or vexatious. Disputes arising from requests for, or withholding of, information shall be dealt with expeditiously by an arbitrator. The Board shall not provide personal information regarding staff and/or students at the University that is confidential in order to protect their personal privacy, a detailed breakdown of the reserve for negotiations with bargaining units or salary breakdowns leading to the calculation of the reserve allocations (although the total reserve shall be

provided if requested) or any other strategy, advice or guidelines which would prejudice the University's bargaining positions with any bargaining unit.

28.16 **Grievances**

28.16.1 Grievance under this Article will begin at Stage 3 of Article 32.

28.16.2 If the grievance is not resolved at this stage, the matter may be referred to binding arbitration under the provisions of Article 32 by a single arbitrator selected from the panel named under s. 32.4.2.1 or from a separate list as established for the purposes of Article 28. This list shall be selected by the same procedures as s. 32.4.2.1. The arbitrator selected will be the first available in sequence within ten (10) working days after submission of the notice to arbitrate. The Arbitrator must file his/her decision within thirty (30) days of appointment.

28.16.3 Arbitrators adjudicating grievances pursuant to s. 28.16.2 shall not have the authority to extend the time limits specified in s. 28.16.2 unless the parties agree.

ARTICLE 29. CHILDCARE

29.1 The University is committed to the goal of ensuring that there is quality childcare for the children of Members.

ARTICLE 30. ENTRY OF EXCLUDED ADMINISTRATORS AND MEMBERS OF THE BOARD OF GOVERNORS

An administrator or member of the Board of Governors, 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 described by Certificate No. MLB 6968 shall, at the termination of that appointment and any administrative leave contiguous therewith, 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.

ARTICLE 31. STIPENDS

31.1 **Administrative Stipends**

31.1.1 A faculty member/instructor appointed to an academic administrative position as head of a department or as associate or assistant head of a department shall be paid an annual stipend as follows:

Heads of Departments	2017-18	2018-19	2019-20	2020-21
(50 or more FTE staff)	$7,251	$7,305	$7,378	* See note
(25 to 49.9 FTE staff)	$6,435	$6,483	$6,548	* See note
(10 to 24.9 FTE staff)	$5,673	$5,716	$5,773	* See note
(fewer than 10 FTE staff)	$3,679	$3,707	$3,744	* See note
Associate or Assistant Heads	$1,738	$1,751	$1,769	* See note

* Amount to be determined pursuant to Appendix 'I'.

31.1.2 An academic librarian appointed to a library administrative position shall be paid an annual stipend as follows:

	2017-18	2018-19	2019-20	2020-21
Coordinator	$7,824	$7,883	$7,962	* See note
Department Head				
(50 or more FTE staff)	$7,251	$7,305	$7,378	* See note
(25 to 49.9 FTE staff)	$6,435	$6,483	$6,548	* See note
(10 to 24.9 FTE staff)	$5,673	$5,716	$5,773	* See note
(fewer than 10 FTE staff)	$3,679	$3,707	$3,744	* See note
Section Head	$1,667	$1,680	$1,696	* See note

* Amount to be determined pursuant to Appendix 'I'.

31.1.3 The stipend paid to a department head will be based on the number of full-time equivalent (FTE) University staff supervised as of the April 1 operating budget in each year and will not otherwise change during the term of the appointment regardless of changes in number of staff unless the monetary schedule in s. 31.1.1 or s. 31.1.2, as applicable, is changed.

31.1.4 Stipends for acting administrators will be determined on an ad hoc basis, using the schedule of s. 31.1.1 or s. 31.1.2, as applicable, as a guide. An acting administrator subsequently appointed to the position would be regarded as a new appointment.

31.1.4.1 Members appointed to other administrative positions for which administrative duties are substantially the same as those listed in s. 31.1.1 or s. 31.1.2 (with suitable allowances for different functional contexts) in respect of which the University and the Association have agreed a stipend shall be paid (with the exception of present incumbents as of November 14, 2001), shall receive an annual stipend no less than that for an Associate/Assistant Head, and no greater than that for a Head of Department with 50 or more FTE staff.

31.1.4.1.1 The name, position and annual stipend of each current incumbent holding an administrative position as of November 14, 2001 under s. 31.1.4.1 hereof shall be provided to the Association. The stipend of such Members shall be increased in each contract year by the same percentages as have been applied to administrative stipends in s. 31.1.1 or s. 31.1.2 as appropriate.

31.1.5 Upon relinquishing the administrative position or while on leave, the Member shall cease to be paid the stipend.

31.2 **Chairs and Professorships**

31.2.1 Where a person is appointed to a chair or professorship which provides for a salary supplement, this supplement shall be in the form of a stipend. In each case the stipend shall be no greater than the lesser of:

31.2.1.1 50% of the base salary rate of the Member serving in the named chair or professorship; and

31.2.1.2 the total external funding for the position.

31.2.2 Upon relinquishing the chair or professorship, the Member shall cease to be paid the stipend.

31.3 **Market Stipends**

31.3.1 In exceptional circumstances, the University may provide an annual stipend to Members in market sensitive disciplines ("market stipends"). Such stipends shall be reviewed annually or at specified intervals, but no such interval shall exceed three years. The University shall, within (thirty) 30 days of the end of the fiscal year in which the review occurs, provide a report to the Association regarding the payment of market stipends. This report shall include the results of the review and the reasons for the decision to provide or terminate a market stipend, the discipline involved, the names of Members affected and the amount of each stipend.

31.3.2 Within (thirty) 30 days of deciding to provide or terminate a market stipend, the University shall provide to the Association in writing the name of the Member who shall receive the market stipend, the amount of the market stipend, the reasons for the decision and, in the case of providing a market stipend, the interval.

31.3.3 The total of all stipends provided pursuant to s. 31.3.1 in each contract year shall not exceed $600,000.

31.3.4 Subject to s. 31.3.5 hereof, all stipends in a market sensitive discipline shall be of equal value and shall be provided to all Members in the market sensitive discipline within a faculty/school/libraries.

31.3.5 Market stipends may vary by rank provided that:

31.3.5.1 All ranks receive a market stipend and each Member in a rank, subject to s. 31.3.5.3 hereof, receives a market stipend of equal value; and

31.3.5.2 The ratio of the stipends for adjacent ranks shall not be less than 0.5 nor greater than 2.0. For the purposes of determining the value of market stipends, the ranks of Senior Instructor, Instructor II and Instructor I shall be deemed to be equivalent to the ranks of Associate Professor, Assistant Professor and Lecturer, respectively.

31.3.5.3 Where payment of a market stipend of equal value to each Member in a rank would result in anomalously high compensation for one or more Members within that rank who, within the previous three (3) years, were appointed to their positions prior to implementation of the market stipend or received an increase pursuant to s. 24.8.1, the values of each of the market stipends for such Member(s) shall be decreased to preclude the occurrence of the anomalies.

At the time of providing the stipend, the University will advise the Member and the Association, in writing, of the amount of any decrease in market stipend to be received by a Member. The University shall, at the same time, also provide the Association, in writing, full details of the reason for the reduction and particulars of the comparators used to justify such decrease.

31.3.6 A Member having less than a full normal workload as a result of appointment modification pursuant to Article 10 shall receive a pro rata amount calculated with reference to the workload.

31.4 **Northern Allowance**

31.4.1 The University shall pay all Members in full-time appointments and normally resident north of the fifty-third (53rd) parallel a non-pensionable Northern Allowance as follows:

31.4.1.1 Effective April 1, 2017:

i) $199.39 per semi-monthly period if the Member has a dependent or dependents.
ii) $121.18 per semi-monthly period if the Member has no dependents.

Effective April 1, 2018:

i) $200.89 per semi-monthly period if the Member has a dependent or dependents.
ii) $122.09 per semi-monthly period if the Member has no dependents.

Effective April 1, 2019:

i) $202.89 per semi-monthly period if the Member has a dependent or dependents.
ii) $123.31 per semi-monthly period if the Member has no dependents.

Effective April 1, 2020:

i) An amount to be determined pursuant to Appendix 'I' per semi-monthly period if the Member has a dependent or dependents.
ii) An amount to be determined pursuant to Appendix 'I' per semi-monthly period if the Member has no dependents.

31.4.2 "Dependent" shall be defined in accordance with the Federal Income Tax Act and Regulations.

31.4.3 Members in receipt of a Northern Allowance shall continue to receive a Northern Allowance during any paid leave (including maternity and parental leave with top-up) subject to continued residency in accordance with s. 31.4.1 above.

31.5 **Limitation to Payment of Stipends**

No stipends, other than those specified above and in Article 23, shall be paid without the consent of the Association. For greater clarity this section does not apply to stipends for work in excess of the normal workload.

ARTICLE 32. GRIEVANCE PROCEDURE AND ARBITRATION

Proviso Provisions of the Preamble to and Objectives of this Agreement shall not be subject to this Article. Grievances filed in accordance with this Article concerning Articles which make provision for an appeal of a negative recommendation shall be limited to claims of noncompliance with the procedural requirements (including bias and denial of natural justice) of those Articles.

A matter that could lead to the filing of a grievance shall not be the subject of a claim of unjust treatment.

32.1 **Definitions**

In this Article:

32.1.1 A "grievance" is a claim by a Member or group of Members, by the Association or by the University, that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement.

32.1.2 A "claim of unjust treatment" is a claim filed by a Member, relating to terms and conditions of employment not covered by this Agreement, that an omission or a discretionary act by a department head, director, dean or the President or by their designates in the exercise of his/her administrative authority is unreasonable.

32.1.3 "Working days" as used in this Article shall mean Monday through Friday excluding holidays.

32.2 **Obligation of the Parties**

Should any dispute arise between the University and the Association as to the meaning and application of the provisions of this Agreement, it is agreed by the parties to this Agreement that there shall be no slowdown or stoppage of work on account of such dispute, but an earnest effort shall be made to settle immediately and without delay any such dispute in accordance with the procedure herein provided.

32.3 **Procedure for Handling Grievances and Claims of Unjust Treatment**

32.3.1 **University Grievances**

In the event that the University believes that the terms and conditions of this Agreement have been violated, misinterpreted, or improperly applied, the dean/director, or where appropriate, a vice-president, shall present a grievance in writing to the President of the Association, within ten (10) working days of the event giving rise thereto or the date on which the University first knew or reasonably should have known of such event if that date is later.

If the matter is not resolved to the satisfaction of the University within twenty (20) working days of the Association having received the grievance, the University may submit the grievance to binding arbitration as provided by this Article. The Association shall be notified in writing of such action.

32.3.2 **Association Grievances**

32.3.2.1 In the event that the Association believes that the terms and conditions of this Agreement have been violated, misinterpreted, or improperly applied, the President of the Association shall present a grievance in writing to the President, with a copy to the Staff Relations Officer, Human Resources of the University, within twenty (20) working days of the event giving rise thereto or the date on which the Association first knew or reasonably should have known of such event if that date is later.

32.3.2.2 If the matter is not resolved to the satisfaction of the Association within twenty (20) working days of the University having received the grievance, the Association may submit the grievance to binding arbitration as provided by this Article. The University shall be notified in writing of such action.

32.3.3 **Employee Grievances and Claims of Unjust Treatment**

32.3.3.1 **Stage 1** - It is understood and expected that a Member will discuss with his/her department head any matter relating to an alleged grievance or claim of unjust treatment. The department head shall notify his/her dean of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The department head shall notify his/her dean/director of the result of this discussion. In cases where there is no department head, such informal discussion shall be held with the dean/director.

32.3.3.2 **Stage 2** - A Member who is not satisfied with the solution arising from the informal discussion at Stage 1 and who believes that he/she has a grievance or a valid claim of unjust treatment shall, within twenty (20) working days of the event giving rise thereto or the date on which the Member first knew or reasonably should have known of such event if that date is later, consult the Association, and report to the dean/director in writing on the grievance form provided by the Association for that purpose. The report shall set forth, in the space provided, all of the following:

32.3.3.2.1 whether the dispute involves a grievance or claim of unjust treatment;

32.3.3.2.2 the nature of the grievance or claim of unjust treatment;

32.3.3.2.3 the facts upon which the grievance or claim of unjust treatment is based;

32.3.3.2.4 the remedy sought;

32.3.3.2.5 the result of the informal stage; and

32.3.3.2.6 the Article(s) of this Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

The Member shall sign the form and shall take the form, with or without an Association representative, directly to his/her dean/director. Alternatively, the Member may request an Association representative to present the signed grievance form to the dean/director on his/her behalf. The Member or the Association shall also provide a copy to the Staff Relations Officer in Human Resources. The dean/director or the Association representative may request the presence of the Member in any further process of the grievance. The dean/director shall have ten (10) working days from the date of receipt of the grievance form in which to render a decision in writing. The dean/director shall meet with the Member and, where the Association has presented the grievance form on the Member's behalf, with the Association representative, prior to rendering a decision. At any such meetings, the dean/director may include both the department head and a representative from human resources, and the Association may include a professional or technical advisor.

32.3.3.3 **Stage 3** - If the decision at Stage 2 does not resolve the grievance or claim of unjust treatment, the Member or the Association may refer the matter to the Provost and Vice-President (Academic) within ten (10) working days from the date of receipt of the Stage 2 decision. The appeal shall be in writing and shall include a copy of the grievance or claim of unjust treatment filed in Stage 2, a copy of the decision of the dean/director and a statement of the reasons for the disagreement with the decision. Within five (5) working days of the receipt of the appeal, the Provost and Vice-President (Academic) shall call a meeting with representatives of the Association. In any meeting between representatives of the Association and the Provost and Vice-President (Academic), the Association may include a professional or technical advisor and the Provost and Vice-President (Academic) may include a representative from human resources. The Provost and Vice-President (Academic) shall, within ten (10) working days after the final meeting, submit a decision in writing to the parties concerned.

32.3.3.4 **Stage 4 (Grievances)** - If the decision at Stage 3 does not resolve the grievance, the Association may, within ten (10) working days of the receipt of the decision, submit the matter to binding arbitration. The Association shall notify the Staff Relations Officer, Human Resources, in writing of such action.

32.3.3.5 **Stage 4 (Claims of Unjust Treatment)** - If the decision at Stage 3 does not resolve the claim of unjust treatment, the Association may, within ten (10) working days of the receipt of the decision, submit the matter to an Inquiry Committee. The Association shall notify the Staff Relations Officer, Human Resources in writing of such action.

32.3.3.5.1 The Inquiry Committee shall consist of one (1) person from the agreed upon list of arbitrators as provided in s. 32.4.2 of this Article.

32.3.3.5.2 The Inquiry Committee shall receive a copy of the grievance form together with all documentation thereto relating. The proceedings of the Inquiry Committee shall be confidential unless both parties in writing agree otherwise. The terms of reference of the Inquiry Committee shall be limited to the claim of unjust treatment. The Inquiry Committee shall determine its own procedures.

32.3.3.5.3 After having completed its investigation, the Inquiry Committee shall within twenty (20) working days transmit to the Board of Governors its decision. The decision of the Inquiry Committee shall be binding upon the Association, the University and the Member(s) affected thereby.

32.3.3.5.4 Each party to this Agreement shall bear the costs of presenting its case but the parties shall share equally in the expenses, if any, of the single member of the Inquiry Committee appointed.

32.4 **Arbitration**

32.4.1 **Object of Arbitration**

It is understood that the object of arbitration is to resolve finally the real matter in dispute. To this end, technical irregularities may be waived so long as the other party's position is not thereby prejudiced.

32.4.2 **Selection of an Arbitrator**

32.4.2.1 Promptly after the execution of this Agreement, the Association and the University shall establish an arbitration panel consisting of at least five (5) persons, who have been mutually agreed upon by both parties, each of whom shall serve in sequence.

The names which make up the panel of arbitrators may be reviewed annually in October at the request of either party to the Agreement. Names may be deleted from or added to the list only with the mutual consent of the parties to the Agreement. Names added to the panel shall be placed at the end of the sequence.

32.4.2.2 The arbitration panel shall be composed of persons from outside the University.

32.4.2.3 Within ten (10) working days after submission of the notice to arbitrate, the Association and the University shall meet to determine the arbitrator who is next in sequence. No person may be selected who has been involved in an attempt to negotiate or settle the grievance. Where the selected arbitrator is unable to serve, the next in sequence shall then be selected. If none of the panel is able to serve, the parties shall select an arbitrator by mutual agreement.

32.4.2.4 In grievances involving involuntary termination on any of the grounds set out in s. 19.B.1.2, s. 17.A.8.2, s. 34.10.2, s. 19.C.4.6, s. 17.A.7.3, s. 34.8.3, s. 19.C.5.5.1 (s. 17.A.4.1 and s. 34.1), s. 19.C.6.5.1 (s. 17.A.4.1 and s. 34.1) or s. 19.D.8.1 of Article 19, the Association or the University may opt for a three (3) person

arbitration board. In the event one of the parties opts for a three (3) person arbitration board, each party shall within ten (10) working days after submission of the notice to arbitrate, advise the other of its appointee. The chairperson of the arbitration board shall be selected by mutual agreement of the appointees but failing such agreement within ten (10) working days, shall be selected in accordance with the procedure outlined in s. 32.4.2.3 hereof from the arbitration panel established pursuant to this Agreement.

32.4.3 **Matters Subject to Arbitration**

32.4.3.1 Unless otherwise agreed, no matter may be submitted to arbitration which has not been properly carried through all the previous stages of the grievance procedure as detailed in this Article.

32.4.3.2 No matter shall be subject to arbitration which involves:

32.4.3.2.1 a request for modification of the Agreement;

32.4.3.2.2 a matter not covered by the Agreement;

32.4.3.2.3 a matter which by the terms of the Agreement is exclusively vested in the University;

32.4.3.2.4 a claim of unjust treatment which claim shall be dealt with by the Inquiry Committee as provided for in this Article.

32.4.4 **Authority of the Arbitrator**

32.4.4.1 The arbitrator shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

32.4.4.2 The arbitrator shall confine him/herself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.

32.4.4.3 The arbitrator shall not substitute his/her judgment for that of the University where the Agreement calls for the exercise of judgment by the University.

32.4.4.4 When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article as set out in the Proviso of this Article, if the arbitrator finds that the procedural requirements have not been complied with, he/she shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate Article.

32.4.5 **Effect of the Decision**

The decision or award by the arbitrator shall be final and binding upon the Association, the University and the Member(s) affected thereby.

32.4.6 **Fees and Expenses**

32.4.6.1 Each of the parties to this Agreement shall be responsible for the expense of presenting its case, including the fees of its witnesses and its appointee to three (3) person arbitration boards.

32.4.6.2 Each of the parties to this Agreement shall jointly bear the expenses of the arbitrator or chairperson so appointed.

32.5 **Time Limits**

32.5.1 The time limits as established by this Article may be extended by mutual agreement between the University and the Member or the Association, as appropriate. Such agreement will not be unreasonably withheld.

32.5.2 Failure by the University to provide a response within the time limits allows the Member or the Association, as appropriate, to appeal to the next stage.

32.5.3 If the University, the Member or the Association, as appropriate, fails to file an appeal within the time limits provided in this Article, the grievance or the claim of unjust treatment shall be deemed to have been resolved by the response at the prior stage.

32.6 **Precedent**

Any grievances resolved at Stages 1, 2 or 3 shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the University and the Association.

ARTICLE 33. LEGAL AND TRANSITIONAL

33.1 **Sessional and Part-Time Academic Staff**

The University shall not terminate the appointment of a full-time faculty member either in order to replace that faculty member with a sessional or part-time appointee(s), or in order to reappoint that faculty member as a sessional or part-time appointee. It is understood that the University and a Member may mutually agree to the termination of that Member's full-time appointment and to the reappointment of that Member to a sessional or part-time appointment.

33.2 **Supplements to the Agreement**

If, during the term of this Agreement, the parties hereto shall agree on an addition to or an amendment of any of the provisions of this Agreement, then the same may be added to this Agreement in the form of a supplement hereto, and shall thereafter become part of this Agreement. Nothing in this clause shall be deemed or in any manner construed as providing either of the parties hereto with a right, additional to that provided in Article 35, Duration and Renewal, to require the other party to commence collective bargaining.

33.3 **Collection of Dues**

33.3.1 Beginning with the month in which this Agreement is ratified, and in each month thereafter for the duration of this Agreement, the University shall deduct from the salary of each Member the regular monthly membership dues as established by the Association.

33.3.2 The University shall remit to the Treasurer of the Association, no later than thirty (30) 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. By the first working day of March each year the University shall supply the Association with a list of the total dues deducted for each Member during the preceding calendar year.

33.3.3 In the event the Association receives dues hereunder on account of an employee who is not a Member or, if on account of a Member, in excess of the amount required, it agrees to reimburse or credit the employee as the case may be, for the amount so received. The Association shall indemnify and save the University harmless against any action arising out of the wrongful deduction of money for Association dues resulting from the Association's instruction.

33.3.4 At the commencement of this Agreement, the Association shall advise the University in writing of the amount of its regular monthly membership dues. Thereafter, the Association shall advise the University in writing of any change in the amount of the regular monthly membership dues. Such notice shall be given no less than thirty (30) days prior to the effective date of the change.

33.3.5 The University shall have no responsibility for the collection of initiation fees, special assessments or any deductions, other than as specified above.

33.4 **Severability**

In the event that any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be illegal or unenforceable, then such provision shall be severed from the Agreement as having no force or effect; but the remainder of the Agreement shall continue in full force and effect. In the event any such decision of a court or tribunal of competent jurisdiction is appealed, the operation of the

provision in question shall be put into abeyance pending the outcome of such appeal.

33.5 **Printing and Distributing the Agreement**

The University and the Association shall co-operate in preparing and printing this Agreement. The University shall prepare the master copy for printing. The costs of production, including plate-making, shall be shared pro rata according to the number of copies authorized by each party.

33.6 **Communication**

Unless otherwise provided by this Agreement, all communications or notices concerning or required by the Agreement shall be addressed as follows:

By the University: To the Executive Director
The University of Manitoba Faculty Association

By the Association: To the Director of Staff Relations Human Resources
The University of Manitoba

33.7 **Individual Agreements**

No Member shall, as a result of an individual agreement, be denied any term or condition in this Agreement to which he/she would otherwise be entitled. The Association shall receive a copy of any contract between the University and a Member which would guarantee the Member arrangements for tenure, promotion, research/study leave or other leaves which are in excess of those provided for within this Agreement.

33.8 **No Strike or Lockout**

33.8.1 In accordance with the provisions of the *Labour Relations Act*, R.S.M. 1987, c. L10:

33.8.1.1 the Association shall not declare or authorize a strike of Members;

33.8.1.2 the University shall not declare or cause a lockout of Members;

33.8.1.3 no Member shall strike;

while this Agreement is in force.

33.8.2 Following the conclusion of any lawful strike called by the Association, or lockout, the University shall not refuse to re-employ any Member.

33.9 **Amalgamation**

If the University is required or intends to enter into a contract with another educational institution to amalgamate schools, departments, faculties or programs, it shall notify the Association and provide it with an opportunity to make representations concerning the method and effect of such change(s).

In negotiating any such contract with another educational institution, the University shall ensure that benefits granted to Members by this Agreement are maintained.

33.10 **Transitional**

For Members of the bargaining unit described in Certificate No. MLB 6968, unless otherwise agreed, any proceedings or matter that commenced prior to the date of signing of this Agreement and that is affected by any provision of the immediately preceding Agreement shall be subject to and be dealt with by the provisions of the immediately preceding Agreement and not by this Agreement.

ARTICLE 34. INSTRUCTORS

34.1 Members of the bargaining unit whose duties involve any one or more but not all of the normal variety of academic duties expected of faculty members (teaching, research, service and administrative duties) but not simply duties in support of teaching may be appointed with the rank of instructor I, instructor II or senior instructor. Instructors may be granted contingent, term, probationary, or continuing appointments. Term appointments are governed by the provisions of sections 19.C.5.1 through 19.C.5.5.1 and contingent appointments are governed by the provisions of s. 19.C.6 of this Agreement.

34.1.1 The rights, duties and responsibilities of instructors are governed by sections 19.A.1, 19.A.2.1, 19.A.2.2, 19.A.2.4 and such of sections 19.A.2.4.1, 19.A.2.4.2 and 19.A.2.4.3 of this Agreement, as are applicable to their duties.

34.2 **See Article 37 – Academic Freedom**

34.3. **Teaching and Technology**

34.3.1 Instructors must consent to the technology used in teaching courses dependent on information technologies. This consent shall not be unreasonably withheld.

34.3.2 Members teaching courses dependent on information technologies which involve the broadcast, transmission, retransmissions, publication, recording, or storage of the contents of the course shall exercise copyright and intellectual property rights regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course under the provisions of Article 14 of the Collective Agreement.

34.3.3 **Importing Courses via Information Technologies**

A course developed by anyone or any organization may only be developed and/or offered at the University of Manitoba through information technologies if it does not have the consequence of eliminating or reducing a Member's and/or Members' position(s).

34.4 **Appointment**

34.4.1 Appointments to the ranks of instructor I, instructor II and senior instructor shall be subject to the provisions of Article 18, Hiring of Members. Appointments shall normally take effect on July 1 or January 1 of the academic year.

34.4.2 Initial appointments shall normally be at the rank of instructor I. Qualifications should be appropriate to the particular position and would normally require a Master's degree or its equivalent.

34.4.3 Appointment to the rank of instructor II shall normally be restricted to those who hold a Master's degree or its equivalent and who have five (5) or more years' experience in a University or equivalent position.

34.4.4 Appointment to the rank of senior instructor shall normally be restricted to those who hold a doctoral degree or its equivalent and who have ten (10) or more years' experience in a University or equivalent position.

34.5 **Probationary Appointments**

34.5.1 On initial appointment an instructor may be given a two-year probationary period.

34.5.2 Before the end of each year on a probationary appointment, an instructor shall receive a written performance review after which the instructor may either be given a continuing appointment, terminated in accordance with s. 34.8 or reappointed on probationary status for one (1) year. The maximum probationary period for an instructor shall be four (4) years.

34.5.3 Upon being appointed or reappointed to a probationary position the instructor shall be notified of the date by which the written review is to take place.

34.5.4 A probationer who is to receive a continuing appointment shall be so notified in writing no later than the last day of his/her probationary period.

34.5.5 Leaves at less than full pay (other than maternity leaves or parental leaves and leaves granted pursuant to sections 22.1.1.12, 22.2.1.11 and 22.2.3, which shall extend the maximum probationary period by one (1) year), research/study leaves, appointments outside of the bargaining unit, sick leave for a continuous period exceeding three (3) months and other lapses in service shall not be counted as part of the maximum probationary period. The period counted as part of the maximum

probationary period shall include that period before and after any of these lapses in service.

34.6 **Continuing Appointments**

The decision to give an instructor a continuing appointment shall be made in the best interests of the University and the instructor and shall reflect the written annual reviews referred to in s. 34.5.2 above. A continuing appointment may be terminated only as provided for in this Agreement.

34.7 **Lay-Off**

34.7.1 Lay-offs shall be for valid academic and/or financial reasons subject to the following:

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

34.7.1.2 In order to discontinue the appointments of instructors on probationary and continuing appointments for financial reasons, the Board of Governors ("the Board") must first declare that an extraordinary financial exigency exists as defined in s. 28.2.1 of this Agreement. The processes set out in s. 28.2.2 through s. 28.2.13, s. 28.3 and s. 28.4 shall apply.

34.7.2 Lay-offs shall only take effect on July 1 or January 1 of any academic year. Should it become necessary to lay-off instructors, it shall be done in the following manner:

34.7.~~1~~2.1 Under normal circumstances and consistent with the priorities established within the faculty/school, lay-off shall take place in the following order:

34.7.~~1.1~~2.1.1 Instructors on probationary appointments;

34.7.~~1.2~~2.1.2 Instructors on continuing full-time appointments by inverse order of appointment.

34.7.~~2~~3 Instructors who are to be laid off will be so advised by the Board of Governors in a written statement which indicates clearly the reasons for the layoff. Those instructors affected by the lay-off (other than those holding term or contractually limited appointments) shall receive from the Board of Governors twelve (12) months' written notice. Instructors holding probationary or continuing appointments shall receive a discontinuance allowance equal to one (1) month's salary for each year of service in the University subject to a minimum of twelve (12) months' salary and a maximum of eighteen (18) months' salary.

34.7.~~3~~4 A laid-off instructor who previously held a probationary or continuing appointment shall have for a period of three (3) years from the date of his/her lay-

off a right of first refusal for any vacant position in the bargaining unit for which he/she is qualified according to a recall order which is the reverse of the order of lay-off provided for in s. 34.7.~~1~~2 hereof.

34.7.4~~5~~ In the event that an instructor holding a probationary or continuing appointment is laid-off and is subsequently given a full-time academic appointment with the University, he/she shall receive such appointment status as he/she shall have enjoyed at the time of the lay-off. Salary shall be increased for the subsequent appointment by any applicable scale and increments awarded to Members as provided for under Article 24 during the period of lay-off.

34.7.~~5~~6 A laid off instructor who previously held a probationary or continuing appointment may maintain, for a period of three (3) years from the date of his/her lay-off, such University staff benefits as he/she chooses provided that he/she makes prior arrangements to pay the costs of such coverage.

34.8 **Termination Procedure**

34.8.1 If during an instructor's probationary period, the department head has reason to consider the termination of the instructor's probationary appointment for inadequate performance, he/she shall so inform the instructor in writing, and, on request of the instructor, shall discuss the matter with the instructor. Subsequently, if the department head still has reason to consider the termination of the appointment for inadequate performance, he/she shall seek the advice of appropriate staff members as to the validity of his/her concerns. If after receiving this advice, the department head believes that the appointment should be terminated, he/she shall so inform the dean/director. If the dean/director concurs with this advice, he/she shall so inform the instructor and, if the latter requests written reasons, shall supply him/her with same in sufficient detail to permit him/her to respond. The dean/director may then forward a recommendation and the reasons to the Provost and Vice- President (Academic) along with a written report of the advice received together with a list of the names of those consulted. The written report shall include the written annual reviews referred to in s. 34.5.2 above. The Provost and Vice-President (Academic) may then forward a recommendation and the reasons to the President along with a written report of the advice received together with the names of those consulted. The written report shall include the written annual reviews referred to in s. 34.5.2 above. If the President intends to recommend termination of the probationary appointment, then the President shall give the instructor notice of his/her intention to do so. If the probationer who receives this notice of intention from the President believes that:

34.8.1.1 the action is arbitrary or capricious; or

34.8.1.2 there was an inadequate exercise of professional judgment in the particular circumstances of the University and the faculty or school concerned; or

34.8.1.3 his/her appointment is being terminated as a result of the exercise of his/her academic freedom, he/she may request, within ten (10) working days of the receipt of the said notice of intention, and shall be granted an informal hearing with the President before the final decision is taken. The time elapsed between the date of the request for an informal hearing and the date of the receipt by the Board of the President's recommendation shall count as part of the notice referred to in s. 34.8.2.

34.8.2 If the President does not recommend a reappointment to a probationary appointment or to a continuing appointment, then the probationary appointment may be terminated upon giving two (2) months' written notice.

34.8.3 An instructor may grieve the termination of his/her probationary appointment as provided for at Stage 3 of Article 32, Grievance Procedure and Arbitration, insofar as the procedures in Stage 3 are appropriate. The instructor's written presentation shall include a duly completed copy of the grievance form. If the decision in the Stage 3 procedure does not resolve the grievance, the matter may be submitted to arbitration in accordance with Stage 4 of Article 32.

34.8.4 **Termination of Appointment by Instructor**

34.8.4.1 An instructor may terminate his/her appointment upon giving the University two (2) months' written notice prior to the termination date, or such shorter notice as the dean/director agrees to accept.

34.8.4.2 By mutual agreement vacation entitlement earned may constitute part of the period of termination notice.

34.9 **Promotions**

Promotions from the rank of instructor I to instructor II and from instructor II to senior instructor shall be in accordance with the procedures set out in s. 20.A.

34.10 **Reprimand, Suspension and Dismissal**

34.10.1 An instructor may be reprimanded or suspended without loss of pay for inability or refusal to carry out, or misconduct in carrying out, his/her University duties and responsibilities.

34.10.2 An instructor may be suspended with loss of pay or dismissed for just and reasonable cause, for example, but without limiting the generality of the foregoing, for persistent neglect of duty, incompetence or gross misconduct.

34.10.3 When the President has recommended to the Board of Governors that an instructor be dismissed or suspended with loss of pay, the President may suspend that instructor from duties without loss of pay pending the decision of the Board.

34.10.4 Medical disability shall not be cause for reprimand, suspension or dismissal, since this is covered by sick leave and medical disability insurance, unless the instructor has unreasonably refused medical attention. When an instructor's performance is judged to be inadequate and where it is believed that this inadequacy may be the result of illness, the University may require that he/she produce a medical certificate. If there is then evidence that the inadequate performance is the result of illness the instructor shall be placed on sick leave.

34.10.5 Whenever an instructor is reprimanded, suspended or dismissed he/she shall be given written notification thereof together with a written statement of the reasons for taking this action, in sufficient detail to permit him/her to respond.

34.10.6 The Association shall be notified of the names of any instructors who have been reprimanded, suspended or dismissed.

34.10.7 Where a meeting is scheduled by the University for the purpose of imposing discipline or conducting an investigation into inappropriate behaviour, the Member shall be provided reasonable notice of the meeting, advised of the nature of the meeting, and advised of the right to request that a representative of the Association attend the scheduled meeting. Where a Member intends to have an Association representative present, the Member shall so advise the person arranging the meeting.

ARTICLE 35. PERFORMANCE EVALUATIONS

35.1 The University and Association agree that performance evaluations are primarily for formative purposes, intended to promote the continued professional development of Members in the course of their individual careers.

35.2 Evaluations shall be conducted in accordance with the principles of academic freedom stated in Article 37 and the statement of the rights and responsibilities of Members in sections 19.A.2, 17.A.2 and 34.1.1 of this Agreement, as appropriate to the Member in question. The evaluation of research and scholarship shall be consistent with the statement of factors in sections 20.A.1.2.1 and 20.B.1.2.2.

35.3 Both parties recognize the importance of tenure as a fundamental protection of academic freedom. Performance evaluations are not intended to supplant the rigorous evaluations that are carried out for the purposes of hiring, promotion or tenure, or to erode the status and security that is created by such processes.

35.4 The result of an evaluation will not be used to assign Members any quantitative rankings. Evaluations shall not be used to rank Members against one another, except that a Member may choose to submit an evaluation to a person or entity outside of his/her department or faculty/school for the purpose of obtaining a grant or award that is determined on a competitive basis.

35.5 **Research Metrics**

35.5.1 For the purposes of this provision, "research metrics" shall mean the product of the application of quantitative analysis and statistics used to assess the quality of a body of work (e.g, h-index, citation index, bibliometrics).

35.5.2 Any evaluation and/or assessment of a Member's research shall be based on a full review of the quality of their contribution to research, scholarly work, and other creative activity.

35.5.3 Quantitative factors (such as the number of publications, research funding amounts, and number of conference presentations) have been an element of evaluation and/or assessment and shall continue to be an element in the evaluation and/or assessment of research, scholarly work, and creative activities.

35.5.4 Research metrics shall not be used as a substitute for a more comprehensive assessment of quality and quantity.

35.6 The dean/director, with the advice of his/her faculty/school council, shall be responsible for establishing and modifying the evaluation procedures used in a particular faculty/school. However, the Senate may from time to time, prescribe standard data collection forms, such as SEEQ.

35.7 Members shall have reasonable notice and opportunity to contest and respond to material that might be used as a basis for evaluation.

35.8 No anonymous material may be used to form the basis of any evaluation or be included in the evaluation of a Member except for statistical data arising from an approved teaching evaluation.

35.9 A copy of any evaluation conducted under this Article must be provided to the Member before it is placed in his/her personal file. In accordance with Article 11, the Member shall have the right to a reasonable period of time to review the evaluation, and may submit a written response to the evaluation, one (1) copy of which shall be attached to the evaluation in question and one (1) copy of which, signed by the dean/director, shall be kept by the Member.

35.10 Members may grieve any evaluation under this Article, pursuant to the grievance procedures in Article 32. A Member's failure to grieve an evaluation to which the Member has responded does not constitute acquiescence.

ARTICLE 36. RELEASE TIME - UMFA OFFICERS

36.1 The parties acknowledge the right of the Association to secure release time for academic staff members in order to serve in office in the Association in accordance with the following provisions.

36.2 Service in the Association, whether in an office for which release time is provided, or through service in other Association positions, is deemed by the parties to be service to the University community.

36.3 Individuals who are taking an office in the Association shall discuss potential arrangements with their department head and/or dean/director. Release time shall normally be applied to a reduction in teaching duties, or to related duties in the case of non-teaching Members or Members in special circumstances. The Dean's approval shall not be unreasonably withheld.

36.4 For the purposes of calculating release time, the total effort attributed to a Member's duties shall be deemed to be fifteen (15) units. Units shall normally be attributed to teaching, research and service in accordance with the weightings in effect for promotion in the Member's faculty/school at the time the request for release time is made (e.g. where weightings are 40% teaching, 40% research and 20% service, units attributed shall be 6, 6, and 3 respectively). Unit value shall be calculated as follows:

$$\text{Unit value} = \frac{\text{Salary}}{15}$$

Where: Salary is the average salary of UMFA Members as at April 1 of the year in which the term of office is to begin, rounded to the nearest thousand dollars.

36.5 Release time provided shall be without any loss of salary or benefits.

36.6 Normally, the units assigned to officers shall be:

President	6 units
Vice-President	1 unit
Grievance Officer	4 units
Contract Administrator	4 units
Chief Negotiator	2.5 units
Bargaining Team members	2.0 units

36.7 The Association may from time to time alter the units of release assigned to officers, or to secure the release of other officers, provided that the dean/director of any Member whose release time is to be increased is in agreement. The dean/director's agreement shall not be unreasonably withheld.

36.8 Additional units of release time for other Members may be requested by the Association. Approval of the dean/director of duties from which the Member is to be released shall not be unreasonably denied. Compensation for such additional units of release time shall be calculated in accordance with s. 36.4.

36.9 The Association shall inform the University of the names of the officers for whom release time shall be granted, and the units of release in each case, not later than ten (10) working days following election or following the establishment of the

nature of the release, on terms acceptable to the dean/director and the Member, whichever is later.

36.10 The Association shall provide payment at the same time as the notice cited in s. 36.9.

ARTICLE 37. ACADEMIC FREEDOM

37.1 The essential functions of a university are the pursuit, creation, and dissemination of knowledge through research and other scholarly and creative activities, and by teaching. Academic Freedom is essential to these functions and ensures the right of Members to teach, investigate, and speculate, and/or to create or perform works of art, without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected. These rights are to be understood as central to the protection of the public interest and the pursuit of truth.

37.2 Academic Freedom specifically entails, but is not necessarily limited to, the right to:

37.2.1 conduct research and to publish, subject to approval by ethics Review Boards where necessary, and to the provisions of any contract with a third party that imposes a delay on the publication of the Member's research provided that the contract complies with Article 14;

37.2.2 teach and discuss;

37.2.3 select, acquire, disseminate, or critique documents or other materials in the exercise of the Member's Academic Rights and Responsibilities;

37.2.4 exercise professional judgment in the acquisition and selections of library materials, and in ensuring that these materials are freely accessible;

37.2.5 criticize the University, the Association or any corporate, political, public or private institution; and

37.2.6 create, exhibit, perform or adjudicate works of art; all without deference to prescribed doctrine.

37.3 The University and the Association agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.

37.4 The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Member by the University or the Association. Neither shall the University or the Association countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Members by any person, institution, agency or corporate

donor to the University or the Association, or from any source within the University.

37.5 The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

37.6 Academic Freedom does not require neutrality on the part of a Member nor does it preclude commitment on the part of a Member. Rather, Academic Freedom makes such commitment possible. Academic Freedom also carries the responsibility to respect the rights and freedoms of others. In particular, Members are expected to recognize the right of other members of the academic community faculty, staff, and students to express their opinions. Academic Freedom does not confer legal immunity or guarantee legal defence by the University in respect of positions taken which do not flow from the Members' responsibilities to the University nor does it diminish the obligation of Members to meet their responsibilities to the University.

37.7 Members shall not purport to speak on behalf of the University or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the University. A statement of Membership or position in the Association shall not be construed as an attempt to speak on behalf of the Association.

37.8 This Article applies to Members in their capacity as academic staff members with faculty/academic librarian rank. It does not apply to Heads of Departments, or their associates or assistants in their administrative capacities, though it does apply to the appointments of these persons as faculty members, academic librarians and instructors.

ARTICLE 38. INTERNAL AND EXTERNAL REVIEWS

38.1 The evaluations and reviews (hereinafter "Review") conducted or engaged by the University referred to in this Article are intended to assess such matters as programs (undergraduate or graduate), administration, budget, organization, structure or otherwise. They are not intended to be evaluations or reviews of individual performance.

38.2 Evaluations and reviews of individuals are properly carried out pursuant to Article 35 (Performance Evaluations), Article 19 (Tenure) and Article 20 (Promotions).

38.3 The University agrees that prior to participating in a Review, each reviewer shall be advised of #1 above in writing, and be instructed that he/she is being engaged strictly to conduct a Review under this Article.

38.4 The University shall take all reasonable steps to ensure that the provisions of this Article are adhered to during the conduct of any such Review.

38.5 The grievance process under Article 32 applies to a Member's treatment in the course of a Review, whether or not University personnel personally carried out the review.

38.6 Notwithstanding sections 38.1 and 38.2 hereof, the provisions of this Article shall not apply to evaluations or reviews carried out where Members apply for merit awards, extraordinary salary increases, research/study leaves, and internal grants/or awards or where Members are being considered for anomalies awards.

38.7 The University retains its right to investigate issues relating to discipline, human rights, health and safety or frustration of contract.

ARTICLE 39. PRIVACY

39.1 Members have a right to privacy in their personal and professional communications and files, including paper and electronic records, excepting administrative communications and files, subject to *The Freedom of Information and Protection of Privacy Act (FIPPA)*, and/or any other applicable statutes of the Government of Manitoba and the Government of Canada related to access to information and the protection of privacy, as they may be proclaimed or amended from time to time.

39.2 In recognition of the right to privacy and academic freedom, a Member's office, classroom, work space, laboratory, computer storage media, computer accounts, mail, email, telephone, website or any material or intellectual property produced by a Member shall not be subject to access, surveillance, review or monitoring by the University unless those actions are taken in accordance with the required or allowed provisions under *The Freedom of Information and Protection of Privacy Act (FIPPA)* and/or any other applicable statutes of the Government of Manitoba and the Government of Canada, as they may be proclaimed or amended from time to time.

39.3 The University has the right to install cameras in public spaces for security, safety, or other legal concerns in accordance with *The Freedom of Information and Protection of Privacy Act (FIPPA)* and/or any other applicable statutes of the Government of Manitoba and the Government of Canada, as they may be proclaimed or amended from time to time. Camera footage will not be used to evaluate employee performance, nor shall such camera footage be used or disclosed for any purpose other than the initially identified purpose for the camera's installation.

ARTICLE 40. DURATION AND RENEWAL

40.1 This Agreement shall be in effect from April 1, ~~2016~~ 2017 to March 31, ~~2017~~ 2021 and shall continue in force thereafter from year to year unless renewed, revised or terminated as hereinafter provided.

40.2 Unless specifically provided in the Article, no Article in the Agreement shall take effect until the date of the signing of this Agreement or ten (10) days from the date of its ratification by both parties, whichever shall be sooner.

40.3 If either party to this Agreement should desire to renew, revise or terminate this Agreement, then not less than sixty (60) calendar days and not more than one hundred and fifty (150) calendar days prior to the expiry date set out in s. 40.1 hereof, such party shall give written notice thereof to the other with particulars thereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the 20th day of March, 2018.

THE UNIVERSITY OF MANITOBA

Per: _____
Chair of the Board of Governors

Per: _____
Vice-President (Administration)

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION

Per: _____
President

Appendix A

LETTER OF UNDERSTANDING
Re: University Renewal

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

and

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

The University and UMFA agree that:

1. The interests of the University, its employees and students, and the broader community will be served through innovative measures to foster renewal within the University;

2. Renewal within the University must be pursued in a collegial, planned and coherent fashion, and will be advanced through the work of individual members of the University community in many fora including, for example, academic program and planning committees of departments and faculty/school councils, Senate and its committees and the Board of Governors and its committees, and by the contribution of UMFA assessors on Senate and the Board of Governors.

3. University renewal must be financially prudent and long-term in its outlook.

4. Human resources are an essential component of the University and as such are integral to all aspects of its functions. To this end, provided that the University budget (in real dollars) continues at or above its current levels, human resources will be sustained, over the life of the Agreement, with comparable positions at or above the numbers noted in this paragraph. This means that the number of UMFA Members will equal or exceed ~~1045~~ 1100 on the first day of the Agreement (April 1) and on the last day of the Agreement (March 31) and, in addition, the total number of tenured and probationary faculty members ~~Members~~ will equal or exceed ~~793~~ 835 on the first day of the Agreement (April 1) and on the last day of the Agreement (March 31).

5. Notwithstanding #4 above, there shall be no discontinuance of academic appointments pursuant to s. 28.9 or lay-offs of academic librarians or instructors for academic reasons under Articles 17 and 34.

6. Within sixty (60) days of the end of each academic year, the University shall report to the Association the numbers of Members by rank and by tenured, probationary, term, contingent or continuing appointment type.

7. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s. 10(4) of the *Labour Relations Act* applies.

8. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix B

LETTER OF UNDERSTANDING
Re: Pension Plan Contributions

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

1. The University acknowledges that Article 7.1.1 of the UMFA Collective Agreement prevents the University from increasing UMFA Member pension contributions without UMFA's consent.

2. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s. 10(4) of *The Labour Relations Act* applies.

3. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix C

LETTER OF UNDERSTANDING

Performance Assessment/Evaluation

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

The University and UMFA agree that:

1. In assessing the performance of Members generally, or in relation to tenure and promotion, and when setting criteria for research, publication and venue, the University agrees to act reasonably, fairly, in a non-arbitrary manner, in good faith and consistent with the principles of academic freedom.

2. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s. 10(4) of the Labour Relations Act applies.

3. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix D

Extramural Practice Agreement

The University hereby grants to the undersigned Member the privilege of carrying on such extramural practice so long as he/she continues to be a full-time member of the Faculty of Dentistry, upon the following terms and conditions:

1. The Dean of the Faculty of Dentistry at the University of Manitoba may, in consultation with the Vice-President (Administration) and the University of Manitoba Faculty Association, for what the Dean may deem sufficient reason, terminate the privilege herein granted at any time providing twelve (12) months' notice is normally given to the Member. This termination may apply to an individual Member or to the entire group of Members.

2. The Dean may, following consultation with the Vice-President (Administration) and the Members signatory to this agreement, alter the terms and conditions of this agreement, providing six (6) months notice of any changes is given to those Members.

3. The undersigned Member shall be responsible for his/her own supplies and equipment that have been provided or purchased by him/her from sources other than the University.

4. The said privilege may be exercised only such days and during such hours as may from time to time be designated by the Dean of the Faculty of Dentistry; providing, however, firstly, that the exercise of such privilege will in no way interfere or conflict with the discharge of all the duties and obligations of any such Member as a member of the teaching staff of the University, and secondly, depending on the terms of the appointment, no Member shall be engaged in the exercise of the said privilege more than two half-days between Monday and Friday during normal working hours.

5. Every Member exercising the said privilege shall provide his/her own stationary, with no reference to an appointment with the University, and do his/her own accounting, charging, rendering of accounts, banking and collection of accounts, and determine the amount of his/her charges to his/her patients.

6. Each Member shall be required to maintain current malpractice insurance in an appropriate amount (as determined from time to time by the Dean in consultation with the Comptroller) and to submit evidence of such insurance to the Dean upon request.

7. The University shall not otherwise be involved in any manner concerning the matters referred to in paragraphs 5 and 6.

8. The Member indemnifies and saves harmless the University, its employees, agents and officers from any claims for losses, damages, costs or expenses arising from third party claims or otherwise as a result of the Member's extramural practice. The Member agrees that he/she shall be solely responsible for obtaining and maintaining appropriate insurance coverage to cover his/her liability for matters arising from the extramural practice, including coverage for injury or losses suffered by himself/herself or any third parties whatsoever.

9. The Member acknowledges that the University does not direct the work performed in the Member's extramural practice.

No Member shall be permitted to exercise this privilege without signing this agreement. Any amendments to this agreement must be similarly signed by the Member within three (3) months of their acceptance by the Dean. Failure to do so will result in a withdrawal of the extramural feature of the practice privilege.

NOTE: Please complete and sign form and return to the Dean's Office by September 1 annually.

For the period September 201__ to August 201__, my private practice half days will be: (e.g., Tuesday mornings)

1. _____

2. _____

Name/Address of practice:

_____

_____

Executed in duplicate, this _____ day of _____, 201__

_____ _____

Witness Signature of Member

_____

Printed Name of Member

The University of Manitoba

_____

Dean of the Faculty of Dentistry

Appendix E

Intramural Practice Agreement

The University hereby grants to the undersigned Member the privilege of carrying on such intramural practice so long as he/she continues to be a full-time member of the Faculty of Dentistry, upon the following terms and conditions:

1. The Dean of the Faculty of Dentistry at the University of Manitoba may, in consultation with the Vice-President (Administration) and the University of Manitoba Faculty Association, for what the Dean may deem sufficient reason, terminate the privilege herein granted at any time providing twelve (12) months' notice is normally given to the Member. This termination may apply to an individual Member or to the entire group of Members.

2. The Dean may, following consultation with the Vice-President (Administration) and the Members signatory to this agreement, alter the terms and conditions of this agreement, providing six (6) months' notice of any changes is given to those Members.

3. The Dean will designate the room or rooms or other area in the Dental building that may be used individually and collectively by each such Member for the sole purpose of his/her or their exercising the said privilege, and each such Member shall be entitled to the use of any room or rooms so designated for his/her use during the currency of the said privilege.

4. Patients of the said Members shall have the right, in common with all others entitled to use the Dental Building, to enter and leave the said building for the purpose of treatment through the entrances.

5. The students of the faculty will be discouraged from interfering with or disrupting the said Members in the exercise of their privileges on the designated day(s) of their practice.

6. On or before April 1 each year, the undersigned Member shall pay to the University a yearly one day or half day flat rate for use of the facility. This yearly rate will be renegotiated with the Members signatory to this agreement from time to time when it is deemed necessary by the Dean in consultation with the Comptroller. The yearly rate increase may not exceed $100.00 per year. For the 2010-2014 year the one day rate is $3,000 and the half day rate is $1,500 per surgery. The University will provide normal maintenance of the facilities and equipment.

7. The said privilege may be exercised only such days and during such hours as may from time to time be designated by the Dean of the Faculty of Dentistry; providing, however, firstly, that the exercise of such privilege will in no way interfere or conflict with the discharge of all the duties and obligations of any such Member as a member of the teaching staff of the University, and secondly, depending on the terms of the appointment, no member shall be engaged in the exercise of the said privilege more than two half-days between Monday and Friday during normal working hours.

8. Every Member exercising the said privilege shall be responsible for the expenses involved with hiring auxiliaries and purchasing supplies, including his/her own stationary, and do his/her own accounting.

9. Each Member shall be required to maintain current malpractice insurance in an appropriate amount (as determined from time to time by the Dean in consultation with the Comptroller) and to submit evidence of such insurance to the Dean upon request.

10. The University shall not otherwise be involved in any manner concerning the matters referred to in paragraphs 8 and 9.

11. The Member indemnifies and saves harmless the University, its employees, agents and officers from any claims for losses, damages, costs or expenses arising from third party claims or otherwise as a result of the Member's intramural practice. The Member agrees that he/she shall be solely responsible for obtaining and maintaining appropriate insurance coverage to cover his/her liability for matters arising from the intramural practice, including coverage for injury or losses suffered by himself/herself or any third parties whatsoever.

12. The Member acknowledges that the University does not direct the work performed in the Member's intramural practice.

No Member shall be permitted to exercise this privilege without signing this agreement. Any amendments to this agreement must be similarly signed by the Member within three (3) months of their acceptance by the Dean. Failure to do so will result in a withdrawal of the intramural feature of the practice privilege.

NOTE: Please complete and sign form and return to the Dean's Office by September 1 annually.

For the period September 201__ to August 201__, my private practice half days will be: (e.g., Tuesday mornings)

1. _____

2. _____

Executed in duplicate, this _____ day of _____, 201__

_____ _____

Witness Signature of Member

_____

Printed Name of Member

The University of Manitoba

_____

Dean of the Faculty of Dentistry

Appendix F

LETTER OF UNDERSTANDING

Re: Faculty Renewal

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

The University and the Association agree as follows:

1. It is in the interest of the University that opportunities be made available to refresh and renew the institution's academic community.

2. Definitions

    a. "Allowance" means the payment made to a Participant under the Program, composed of a Basic Allowance and a Leave Allowance.

    b. "Age at Retirement" means the age of the Member on June 30 (for July 1 retirement) or December 31 (for January 1 retirement) of the calendar year in which they elect to retire.

    c. "Basic Allowance" means the amount payable to a Participant, in accordance with section 7 of this LOU.

    d. "Eligible Member" means a Member is or will be at least 55 years of age and who has or will have at least 15 years of service at the University on the date which they set as their retirement date.

    e. "Leave Allowance" means the amount payable to a Participant as compensation for unused leave credits, in accordance with section 10 of this LOU

    f. "LOU" means this Letter of Understanding.

    g. "Participant" means an Eligible Member who has agreed to participate in the Program, selected a retirement date, and received notice of their acceptance into the Program.

    h. "Program" means the retirement allowance program described in Part I of this LOU.

i. "Years of Notice" means the number of full calendar years between the date the complete application of an Eligible Member is received in Human Resources, and the date upon which the Eligible Member sets as their retirement date.

PART I – Retirement Allowance Program

3. An Eligible Member wishing to participate in the Program may elect to retire on July 1 or January 1 of any calendar year (last day of work, June 30 or December 31 respectively).

4. An Eligible Member must complete the forms required by the University in order to apply to be a Participant. The forms will be made available on the University's Human Resources website. The forms can be completed at any time in the calendar year, and must be submitted to Human Resources, with a copy to the relevant Dean/Director and Department Head (if applicable).

5. Upon receipt, the University will review the forms and advise the applicant if they are accepted as a Participant in the Program. The University will not deny participation so long as the individual meets the definition of an Eligible Member and has provided all required information and forms.

6. A Participant will receive a full or partial Basic Allowance, as described in this Part, dependent on the Participant's age and the amount of notice of retirement.

7. The portion of the Basic Allowance payable to a Participant will be calculated as follows:

	Years of Notice		
	3	2	1
Age at Retirement			
61	20%		
62	40%	20%	
63	60%	40%	
64	80%	60%	30%
65	100%	80%	60%
66	80%	60%	30%
67	60%	40%	20%
68	40%	20%	20%
69	20%	20%	20%
70	20% ~~25%~~	20% ~~25%~~	50%

8. A full Basic Allowance (100%) will be:

   a. $100,000 if the Participant is working full-time at the date of retirement.

b. $60,000 if the Participant is on a reduced or appointment or half-time appointment at the date of retirement.

9. A Participant will receive a Leave Allowance based on the number of unused leave credits (whether research study leave credits or administrative leave) held by the Member at the date of retirement.

10. The Leave Allowance will be calculated at $10,000 per unused leave credit, to a maximum of $50,000.

11. Participants are obligated to make reasonable attempts:

    a. to use as many leave credits as possible prior to their date of retirement.

    b. avoid being on a leave at their elected date of retirement. If this is unavoidable, the actual retirement date will be adjusted to the end of the leave, but the Allowance will be calculated based on the elected date of retirement.

    c. fulfill their return of service obligations following a leave, in accordance with article 21.6.1 of the Collective Agreement. If a Participant is unable to do so, the University will waive the requirement to return and waive any obligation to repay leave remuneration.

    d. to use vacation time prior to their date of retirement. If a Participant is unable to do so, compensation for unused vacation will be added to the Participant's final paycheque.

12. The decision of a Member to retire on or before the elected date as a Participant in the Program is irrevocable.

13. An approved Participant may subsequently elect an earlier retirement date, and the Allowance will be adjusted accordingly. To effect such a change, the Participant will complete the forms required by the University and submit them to Human Resources, with a copy to the relevant Dean/Director and Department Head (if applicable).

14. Where a Participant dies prior to receiving the Allowance, the Allowance will be paid to the Participant's estate, unless the Participant knew they had a medical condition likely to be terminal at the time of their application.

15. No Allowance will be payable to a Participant if they voluntarily resign or are dismissed prior to the scheduled retirement date.

16. Payment of the Allowance will be made to a Participant through a lump-sum payment (subject to required withholdings) after retirement. Where permitted by law, participants may request a portion of the lump-sum to be deferred into a later calendar year.

PART II - General

17. This LOU will be attached to and form part of the Collective Agreement.

~~18. The University will make the application forms available for the Program within 2 weeks of the Collective Agreement being ratified by both parties.~~

18.~~19.~~ Eligible Members who announced their intention to retire between March 31, 2016 and the date application forms are made available will be approved retroactively, so long as they forthwith complete the required forms and meet all other requirements. Only these retroactive applications will be allowed a retirement date other than June 30 or December 31. The forms will be deemed to have been completed on the date the Eligible Member announced their intention to retire. The University is under no further obligation to grant retroactive approval of applications, but will consider special requests from Eligible Members or the Association.

19.~~20.~~ Members may make application pursuant to this LOU up to and including ~~December 17, 2018~~ December 31, 2020.

20.~~21.~~ This LOU constitutes a term or condition of employment, and is subject to s. 10(4) of the *Labour Relations Act*.

21.~~22.~~ Should the LOU no longer be in force, the University and Participants already accepted under the Program will nevertheless honour all commitments made to each other.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix G

LETTER OF UNDERSTANDING

Re: Gender-Based Salary Differentials

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

The University and UMFA agree as follows:

1. Within thirty (30) days of the 2016-2017 Collective Agreement being ratified, each party will nominate three (3) representatives to a Joint Committee to investigate gender-based salary differentials. One representative from each party will serve as a Joint Chairperson.

2. The Joint Chairpersons will schedule and hold a first meeting of the committee within sixty (60) days of the 2016-2017 Collective Agreement being ratified.

3. The Committee will establish:

   (a) the methods, using analytical techniques, by which it will study whether gender-based salary differentials exist and the scope/extent of any identified problems, and

   (b) the process by which it will decide on matters related to the work of the Committee. In completing its work, the committee should consider recent Canadian university studies of a similar nature, relevant academic literature, and existing work already done at the University.

4. The Committee shall present a final report in writing to the President of the University and the President of the Association no later than twenty-four ~~twelve~~ (24 ~~12~~) months from the date of ~~this~~ the 2016-2017 Collective Agreement taking effect. The final report shall include, but not be limited to, a description of the methods used and the conclusions and recommendations of the Committee.

5. The Committee may apply for an extension of time to present its final report by making an application in writing to the President of the University and the President of the Association no later than twenty- three ~~eleven~~ (23 ~~11~~) months from the date of ~~this~~ the 2016-2017 Collective Agreement taking effect. An extension of time shall only be granted upon mutual consent of the President of the University and the President of the Association.

6. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s. 10(4) of the Labour Relations Act applies.

7. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix H

LETTER OF UNDERSTANDING

Re: Joint Committee on Metrics

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(Hereinafter referred to as "UMFA")

1. The University of Manitoba believes that, in light of new provisions in the collective agreement enhancing collegial participation in the creation of tenure and promotion criteria, Members should have the ability to decide on the appropriate use (if any) of research metrics (as defined in s. 19.D.1.8.1) in tenure, promotion, and performance evaluation processes.

2. The University of Manitoba Faculty Association believes that any such requirements pose risks of unfair, inaccurate, and/or discriminatory processes of assessment in tenure, promotion, and performance review. It further believes that such requirements pose significant risks to the quality and integrity of research, scholarship, and education. It believes that therefore, no such requirement should be imposed on Members, nor should Members be penalized for refusing to submit such metrics as part of tenure, promotion, or performance review.

3. The University of Manitoba and the University of Manitoba Faculty Association agree that a Joint Committee will be struck to examine issues related to the collection and use of research metrics in evaluative processes (such as tenure, promotion, and performance review).

4. The University and the Association will each nominate three members (each with academic rank below the level of a Dean, and who are not on the UMFA executive) to the committee, including one to act as co-chair.

5. In the course of conducting its work, the Joint Committee will:

   a) examine the academic and scholarly literature relevant to the appropriateness, risks and benefits of the collection and use of research metrics as a means of assessment;

   b) examine the treatment of research metrics at other Canadian Universities;

   c) consult with members of the academic community representing a diversity of disciplines;

d) consult with members of the academic community with experience and/or relevant academic expertise relating to the collection and use of research metrics.

6. The Joint Committee will submit a report to the President of the University and the President of the Association containing its findings and recommendations no later than December 31, 2017.

7. Should the committee recommend it, with no more than two (2) members dissenting, the University and the Association agree to the immediate addition of the following to the Collective Agreement:

19.D.1.8.5 No tenure criteria shall require the submission of a research metric, nor shall they include any standard or recommended expectation based on a quantitative measure.

19.D.1.8.6 Research metrics will only be used as part of evaluation and/or assessment when such metrics are personally and voluntarily submitted by the Member.

19.D.1.8.7 There shall be no penalty or adverse inference to any Member for the non-submission of research metrics as part of the tenure application.

20.A.2.5.5 No promotion criteria shall require the submission of a research metric, nor shall they include any standard or recommended expectation based on a quantitative measure.

20.A.2.5.6 Research metrics will only be used as part of evaluation and/or assessment when such metrics are personally and voluntarily submitted by the Member.

20.A.2.5.7 There shall be no penalty or adverse inference to any Member for the non-submission of research metrics as part of the promotion application.

20.B.1.6.5 No promotion criteria shall require the submission of a research metric, nor shall they include any standard or recommended expectation based on a quantitative measure.

20.B.1.6.6 Research metrics will only be used as part of evaluation and/or assessment when such metrics are personally and voluntarily submitted by the Member.

20.B.1.6.7 There shall be no penalty or adverse inference to any Member for the non-submission of research metrics as part of the promotion application.

35.5.5 No evaluation criteria shall require the submission of a research metric, nor shall evaluation criteria include any standard or recommended expectation based on a quantitative measure.

35.5.6 Research metrics will only be used as part of evaluation and/or assessment when such metrics are personally and voluntarily submitted by the Member.

35.5.7 There shall be no penalty or adverse inference to any Member for the non-submission of research metrics as part of an evaluation.

8. Notwithstanding s. 7, the Joint Committee shall be free to come to any other recommendations or conclusions it desires, including alternative wording for the principles described in s. 7. Any recommendations under this section will be advisory only.

9. This letter of understanding shall be attached to and form part of the Collective Agreement.

10. This letter of understanding will expire on March 31, 2021 ~~January 12, 2018~~. This letter of understanding shall be attached to and form part of the Collective Agreement and the period in which s. 10(4) of the Labour Relations Act applies.

11. The terms of this letter of understanding are a term and condition of employment. This letter of Understanding is intended to survive the expiry of the Collective Agreement.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February 2018

University of Manitoba

University of Manitoba Faculty Association

Appendix I

LETTER OF UNDERSTANDING
Re: Section-Specific Re-opener

BETWEEN:

THE UNIVERSITY OF MANITOBA
(hereinafter the "University")

- and -

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(hereinafter "UMFA")

The University and UMFA agree that:

1. Pursuant to s.61(3) and s.63(4) of *The Labour Relations Act*, C.C.S.M., c.L10, the University and UMFA (the "Parties") agree to an Section-Specific Re-opener (the "Re-opener") in order to renegotiate portions of the below named sections for the last twelve (12) months of the duration of this agreement; that being the period of April 1, 2020 to March 31, 2021.

2. The Parties agree that only the following section of the agreement are subject to renegotiation pursuant to the Re-opener:
    a. s. 7.1.1.1 (Health Care Spending Account);
    b. s. 16.1.1 (Parking Rates);
    c. s. 23.1.1, s. 23.2.1, s. 23.2.2, s. 23.3.1 (Summer Session; Extended Education instruction; and Off-Campus University Credit Courses);
    d. Article 24 ("Salaries");
    e. s. 27.1.1, s. 27.1.2, s. 27.1.3 (excluding s. 27.1.3.1 and s. 27.1.3.2), s. 27.1.4 (Travel Funds and Expenses); and
    f. s. 31.1.1, s.31.1.2, s. 31.4.1.1 (Stipends and Northern Allowance).

    The Re-opener shall not be construed in any way as "opening the Collective Agreement" to negotiation on any other matters by either Party.

3. No earlier than August 1, 2020 and no later than September 1, 2020, the Parties shall commence negotiations for revisions to this agreement regarding these sections, after receipt of notice to bargain by one Party. Both Parties shall enter into such negotiations in good faith and make every reasonable effort to consummate a revised agreement for the period of April 1, 2020-March 31, 2021. At the first meeting of the Parties, both Parties shall exchange proposals or amendments. In the event that the Parties are unable to reach a ratified agreement by 11:59 PM, Sunday, October 18, 2020, either Party may give notice of termination of the Collective Agreement to the other Party in accordance with ss. 63(4) of the *Labour Relations Act*, C.C.S.M., c. L10.

4. The Parties acknowledge that the Province of Manitoba recently passed into law, but has not proclaimed into force, *The Public Services Sustainability Act* (the "PSSA"). The Parties further acknowledge that UMFA (along with other unions) is participating in a court challenge of the PSSA. UMFA has reserved all rights in relation to this litigation. The University has reserved all of its rights.

5. The Parties agree that they will each, during the course of negotiating the Re-opener, take into account the then current status of the PSSA (whether unchanged, in force, repealed, declared invalid, declared unconstitutional, or whether an injunction has issued against its implementation) in making their proposals.

6. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s.10(4) of *The Labour Relations Act* applies.

7. The terms of this letter of understanding are a term or condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

this 20th day of February, 2018

The University of Manitoba

University of Manitoba Faculty Association

DESCRIPTION OF THE BARGAINING UNIT - CERTIFICATE NUMBER 6968

The University of Manitoba Faculty Association

The Manitoba Labour Board HEREBY CERTIFIES to all parties concerned that the University of Manitoba Faculty Association (UMFA) is the properly chosen Bargaining Agent for a unit described as:

"All persons employed full-time by the University of Manitoba holding the rank of Instructors I, Instructors II, Senior Instructors, Lecturers, Assistant Professors, Associate Professors, Professors and Academic Librarians, excluding:

(a) Members of the Board of Governors, President, Vice-Presidents, Assistant Vice-Presidents, Provosts, Executive Assistant to the President, Assistants to the Vice-Presidents, University Information Officer, Deans, Associate Deans, Assistant Deans, Directors, Assistant and Associate Directors, Director of Operations, Director of Extension, Director of Computer Centre, Assistants to the Director of the School of Nursing, those persons above the rank of department head in any school and/or faculty, Warden of St. John's College and Rector of St. Paul's College.

(b) Persons holding sessional appointments.

(c) Geographic full-time members of the Faculty of Medicine.

(d) Support staff.

(e) All persons excluded by the *Labour Relations Act*.

and such Bargaining Agent and Employer are entitled to exercise the rights conferred upon them and are subject to the provisions of the *Act*.

GRIEVANCE FORM

NAME OF MEMBER _____

DEPARTMENT _____

FACULTY/SCHOOL _____

Does this dispute involve a claim of unjust treatment or a grievance? Please place a check in the appropriate box.

___ UNJUST TREATMENT ___ GRIEVANCE

NATURE OF DISPUTE

_____

_____

_____

_____

FACTS _____

_____

_____

_____

REMEDY SOUGHT

_____

_____

_____

RESULT OF INFORMAL STAGE _____

_____

_____

IF A GRIEVANCE, STATE THE SECTION(S) OF AGREEMENT YOU CLAIM HAVE BEEN VIOLATED.

_____

_____

_____ _____

SIGNATURE OF MEMBER DATE

_____ _____

SIGNATURE OF ASSOCIATION REPRESENTATIVE DATE

ALL GRIEVANCES MUST BE SIGNED AND DATED BY THE DEAN/DIRECTOR OR DESIGNATE ON THE DATE PRESENTED TO SIGNIFY RECEIPT OF THE GRIEVANCE.

_____ _____

SIGNATURE OF DEAN/DIRECTOR DATE

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