

October 29, 2010

## **M E M O R A N D U M**

TO: Deans, Directors and Department Heads

FROM: Terry Voss, Executive Director, Human Resources

**SUBJECT: Summary of Changes to the UM- UMFA Collective Agreement**

On Friday, October 15<sup>th</sup> the members of the UMFA bargaining unit ratified a 3 year Collective Agreement which had been recommended by the Faculty Association. The new agreement was reached without the need for mediation or arbitration and the Association did not take a strike vote during the process. The University is very pleased with this outcome. The new Collective Agreement is from April 1, 2010 to March 31, 2013.

The changes to the Collective Agreement which may be of interest to you are summarized below:

### **ARTICLE 1 DEFINITIONS**

New Definition – “Meeting in Committee – means a meeting of Members as set out in this 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.”

This is important clarification of how meetings and votes should be conducted where the procedure indicates that the decisions should be a result of “meeting in committee”.

### **ARTICLE 4 PAST PRACTICES**

Sections 4.4.1 and 4.4.2 have been changed to clarify that only new or revised Policies or Procedures approved by the Board, President or a Vice-President meeting certain criteria specified in these sections need to involve prior consultation with the Association. Policies and procedures established at other levels within the University are not covered by these sections.

## **ARTICLE 8 HOLIDAYS**

The Louis Riel holiday has been added to the list.

## **ARTICLE 10 RETIREMENT AND REDUCED APPOINTMENT**

Editorial changes to section 10.11.

Deletion of the requirement in section 10.19.2.8 to replace FTE's relinquished by conversion to half time appointments or retirements after age 69.

## **ARTICLE 12 OUTSIDE PROFESSIONAL ACTIVITIES**

Sections 12.2.1.1, 12.2.1.2 and 12.2.1.6 have been revised to authorize the Dean to authorize outside professional activities and ensure that it does not interfere with the fulfilment of the Member's obligations to the University.

## **ARTICLE 16 WORKING CONDITIONS**

Parking rates will remain with no change for 2010 and 2011 but will increase by 2.9% in 2012.

## **ARTICLE 17 ACADEMIC LIBRARIANS**

Section 17.A.7.1 provides a process for the termination of an academic librarian's probationary appointment and the process now includes the additional participation of the Vice-President (Academic) in the review of this matter.

## **ARTICLE 18 HIRING OF MEMBERS**

Section 18.B.5.1 has been revised to reflect the legislated preferential treatment to Canadians. 18.B.5.2 clarifies that the search committee should ensure that the top qualified Canadian is offered an interview for tenured or probationary appointments.

18. E. regarding appointment of Department Heads has been revised to cover all academic administrators in the bargaining unit (except acting administrators or to their deputies). Both searches for academic staff members with Faculty rank and academic staff members with Librarian rank shall be conducted in accordance with the existing procedures in Article 18. The search committees shall automatically consider the incumbent as a candidate for renewal of appointment unless he/she declines to be considered. Internal candidates may apply if the search is conducted as an external search.

## **ARTICLE 19 ACADEMIC FREEDOM; FACULTY RIGHTS, DUTIES AND RESPONSIBILITIES; DISCIPLINE; APPOINTMENTS AND TENURE**

Section 19.C.3.7 has been corrected as there was an error in the printing of the previous agreement.

Section 19.C.4.7 provides a process for the termination of a faculty member's probationary appointment and the process now includes the additional participation of the Vice-President (Academic) in the review of this matter.

Section 19.C.4.5 and 19.C.4.6 have been relocated within 19.C.4.3.1.1 and 19.C.4.3.1.2

New Provision – a new provision has been negotiated regarding the representation of a Member by the Association. The new provision will appear in Article 17 for Academic Librarians and in Article 34 for Instructors as follows:

### **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.

## **ARTICLE 20 PROMOTIONS**

Sections 20.A.3.1.2 and 20.B.3.1.4 have been modified to clarify the timelines when the Vice-President (Academic) and Provost sends a promotion recommendation back to the Committee.

## **ARTICLE 21 RESEARCH/STUDY LEAVES AND ADMINISTRATIVE LEAVES**

This Article has been expanded to include the provisions of administrative leave within the article and as a result the previous Policy on Administrative Leave does not apply to UMFA Members. Throughout the article where research/study leave conditions are the same as administrative leave conditions, the sections have been modified to cover both types of leaves. Where the conditions or provisions differ, specific language has been included for administrative leave.

Section 21.1.2 clarifies who is eligible for administrative leave.

Section 21.3.5 has been modified to clarify that a leave of absence without pay will not qualify as full-time service for the University.

Section 21.3.6 regarding the rounding of credits for administrative leave has been deleted.

Section 21.4 is a new section devoted to Administrative leave provisions.

Section 21.8 is new and it covers the unfortunate situations in which sick leave occurs during an administrative leave or a research/study leave. In general it provides that in certain circumstances the leave may be interrupted and rescheduled following a return from sick leave.

## **ARTICLE 22 LEAVES OTHER THAN RESEARCH/STUDY LEAVES AND ADMINISTRATIVE LEAVES**

There are a large number of editorial changes that have been agreed upon.

Sections 22.1.1.4.2, 22.2.1.4.1 and 22.4.3.1 have been amended to clarify that sick leave and maternity/parental leave top up benefits end at the expiration of a term appointment (unless that term appointment is renewed).

Section 22.4.6 has been revised to clarify that the University is entitled to sufficient information regarding the health of a Member in order to understand the ability of the Member to return to work or perform modified work, and to be able to plan with respect to the expected duration of the absence.

Sections 22.6.1, 22.6.2 and 22.6.4 have been changed to clarify that leaves of absence without pay are only granted by the Vice-President (Academic) and Provost on behalf of the University. It also clarifies that during a leave without pay the University will not pay for both the Member's and the University's contribution to pension and benefits programs.

## **ARTICLE 23 SUMMER SESSION AND EXTENDED EDUCATION DIVISION INSTRUCTION**

The term "full course" has been changed to "six credit-hour course" throughout the Article.

The stipends listed in the Article will not change until April 1, 2012 when they will increase by 2.9%.

## **ARTICLE 24 SALARIES**

A new provision has been negotiated in Sections 24.5 to 24.5.3 which establishes an increase in base salary upon promotion.

The salary grid in effect at March 31, 2010 will not change on April 1, 2010. Increments

will be applied effective April 1, 2010 using the same grid as in effect on April 1, 2009.

Effective October 16, 2010 the floors, thresholds and maxima of the salary grid will be increased by a recruitment and retention market adjustment of \$500. The size of the increments remains as is. Individual Members will see a recruitment and retention market adjustment of \$500 added to their base salary.

The salary grid effective April 1, 2011 will be adjusted by a recruitment and retention market adjustment of 1%. This adjustment will apply to the floors, thresholds, maxima and increments. In addition to increments, where applicable, individual Members will see a recruitment and retention market adjustment of 1.0% added to their base salary.

The salary grid effective April 1, 2012 will be adjusted by a general salary increase of 2.9%. This general increase will apply to the floors, thresholds, maxima and increments. In addition to increments, where applicable, individual Members will see a general salary increase of 2.9% added to their base salary.

#### **ARTICLE 26 ANOMALIES FUND**

There shall be no Anomalies Fund for 2010/11.

Effective April 1, 2011 and April 1, 2012 the anomalies fund will be \$100,000 and the Association and the University must agree on the anomalies by December 1<sup>st</sup> so that it can be paid in the year it is received.

#### **ARTICLE 27 TRAVEL FUNDS AND EXPENSES**

Section 27.1.3.2 has been revised to clarify the prorating of travel and expense allocations when a Member is on a leave of absence without pay or on Long Term Disability.

The allocations listed in the Article will not change until April 1, 2012 when they will increase by 2.9%.

#### **ARTICLE 31 STIPENDS**

The stipends listed in the Article will not change until April 1, 2012 when they will increase by 2.9%.

#### **ARTICLE 32 GRIEVANCE PROCEDURE AND ARBITRATION**

The time limits for an Association grievance have been increased.

#### **ARTICLE 33 LEGAL AND TRANSITIONAL**

Editorial Changes

## **ARTICLE 34 INSTRUCTORS**

Section 34.8.1 provides a process for the termination of an Instructor's probationary appointment and the process now includes the additional participation of the Vice-President (Academic) in the review of this matter.

## **ARTICLE 35 DURATION AND RENEWAL**

April 1, 2010 to March 31, 2013

## **APPENDIX A, LETTER OF UNDERSTANDING RE: BENEFITS**

The Health Care Spending Account has been increased effective April 1, 2010 from \$500 to \$550, effective April 1, 2011 from \$550 to \$575 and effective April 1, 2012 from \$575 to \$600.

## **APPENDIX B, LETTER OF UNDERSTANDING RE: UNIVERSITY RENEWAL**

The Letter of Understanding has been renewed with the current values as is.

## **APPENDIX C, LETTER OF UNDERSTANDING RE: PENSION PLAN CONTRIBUTIONS**

This letter of Understanding has been amended to delete a working group on the pension plan issues.

## **APPENDIX D, LETTER OF UNDERSTANDING RE: LONG TERM DISABILITY PLAN**

This Letter of Understanding has been deleted.

## **APPENDIX E, LETTER OF UNDERSTANDING RE: IMMIGRATION AND RELOCATION EXPENSES**

This Letter of Understanding has been deleted.

## **NEW APPENDIX D, LETTER OF UNDERSTANDING RE: NORTHERN ALLOWANCE**

This is a new Letter of Understanding which provides a northern living allowance to those who have full-time appointments and who are normally resident north of the fifty-third (53<sup>rd</sup>) parallel. The amount is initially set at \$181.00 per semi-monthly period if the Member has a dependent or dependants or \$110.00 per semi-monthly period if the Member has no dependents.

**NEW APPENDIX E, LETTER OF UNDERSTANDING RE: PENSION CONTRIBUTION INCREASE**

The University and the Association have agreed that Pension Plan contributions need to be increased and as a result the Association has agreed to vote in favour of a motion at the Staff Benefits Committee to increase employer and employee contributions by:

**0.5% each effective January 1, 2011**

**0.5% each effective January 1, 2012**

**1.0% each effective January 1, 2013**