

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF REGENTS,

THE UNIVERSITY OF WINNIPEG

AND

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION/ CONTRACT
FACULTY**

May 1, 2006 to June 30, 2007

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APPENDICES

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ARTICLE 1: DEFINITIONS

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

- Academic Terms: the three academic terms are as follows:
- (a) Fall Term...the period during which courses are scheduled in September to December.
 - (b) Winter Term...the period during which courses are scheduled in January to April.
 - (c) Spring Term...the period during which courses are scheduled in April to July.
- Academic Year: The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.
- Agreement: The collective agreement negotiated between the Board of Regents and the University of Winnipeg Faculty Association (UWFA)-Contract Faculty Unit .
- Association: The University of Winnipeg Faculty Association (UWFA or Faculty Association).
- Board: The Board of Regents of the University of Winnipeg.
- CAUT: The Canadian Association of University Teachers.
- Chair: When printed with an initial upper case letter, the Chair of a Department of The University of Winnipeg.
- chair: When printed with a lower case letter, the person chairing a committee.
- Contract Faculty: ¹ (definition from certificate): All persons employed by the University of Winnipeg as contract academic staff, hired on a course or term basis of less than 12 months duration. and who teach courses that are credited to a University of Winnipeg degree, except employees covered by Certificate Nos. MLB-3563, MLB-3634, MLB-4020, Visiting Professors, and those covered by The Labour Relations Act.
- coordinator: When printed with a lower case letter, a coordinator of an interdisciplinary programme of The University of Winnipeg.

¹ Manitoba Labour Board application pending per Appendix D – “Letter of Understanding”

<u>Dean:</u>	The administrative head of a Faculty.
<u>Department:</u>	A Department in a Faculty established within the University of Winnipeg
<u>designate:</u>	A person authorized to act on behalf of an officer of the University, an officer of the Association, a Chair of a Department, or a chair of a committee.
<u>Director:</u>	A Faculty Member with administrative responsibilities for an academic program, such as the Centre for Academic Writing or one of the Services of the University of Winnipeg.
<u>Employer:</u>	The Board of Regents of the University of Winnipeg. (Where the Board has formally assigned administrative responsibility the Collective Agreement will refer to the individual charged with that responsibility including the President, appropriate Vice-President, Dean, University Librarian and the Executive Director of Human Resources).
<u>Faculty:</u>	The Faculty of Arts, Faculty of Science, and Faculty of Education and Extended Learning at the University of Winnipeg.
<u>Faculty Member:</u>	A Member of the Main Unit with the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor.
<u>Main Unit :</u>	The Unit described by Certificate MLB-3563, and any further inclusions and exclusions as negotiated between the Employer and the Association.
<u>Member:</u>	When printed with an initial upper case letter, a Member of the Contract Faculty bargaining unit described by Certificate MLB-6189.
member:	When printed with an initial lower case letter, a member of a committee.
<u>Parties:</u>	The Board of Regents of the University of Winnipeg and the University of Winnipeg Faculty Association.
<u>President:</u>	The President of the University of Winnipeg.
<u>Program:</u>	a course of study previously approved by the Senate and leading to a degree.
<u>Senate:</u>	The Senate of the University of Winnipeg.
<u>University:</u>	University of Winnipeg.
<u>Vice-President:</u>	A Vice-President of the University of Winnipeg.

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

ARTICLE 2: PREAMBLE

2.01 The Parties recognize that the fundamental goals of a university are the following:

- (a) The attainment of high standards of academic excellence in the pursuit and dissemination of knowledge to be achieved principally through teaching, scholarship and research;
- (b) The development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
- (c) The encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and comprehension;
- (d) The provision of an environment which will support the intellectual, cultural, spiritual and physical development of students;
- (e) The provision of an environment that promotes the full and equal participation of women, aboriginal peoples, persons with disabilities, and visible minority group members in the life of the University as students, faculty and/or employees;
- (f) The promotion and execution of the general work of the University in all its branches.

2.02 The Parties agree to cooperate in encouraging, at the University, a climate of freedom, responsibility and mutual respect in the pursuit of the University Purpose and Objects, described in the University of Winnipeg Act and the “University of Winnipeg Mission Statement” approved by Senate and Board of Regents.

2.03 The objectives of this Agreement are to promote harmonious relations between the Parties, to establish an orderly collective bargaining relationship between the Employer and the Members represented by the Association, to facilitate the peaceful settlement of all disputes, misunderstandings and grievances, and to set forth an agreement covering terms and conditions of employment including compensation.

2.04 The Parties agree that in carrying out their respective responsibilities in the administration of this Agreement, each party shall act reasonably, respectfully, and fairly.

ARTICLE 3: RECOGNITION

- 3.01 The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members within the bargaining unit as described in Certificate No. MLB-6189.
- 3.02 Certificate No. MLB-6189, dated June 30, 2004, defines the bargaining unit as “All persons employed by the University of Winnipeg as contract academic staff, hired on a course basis or term basis of less than twelve (12) months duration and who teach courses which are credited to a University of Winnipeg Degree, except employees covered by Certificate Nos. MLB-3563, MLB-3634, MLB-4020, Visiting Professors and those excluded by the Labour Relations Act.”
- 3.03 The parties recognize that the proportion of full course equivalents (FCEs) that can be taught by Members is subject to Article 20.02 of the UWFA Main Unit Collective Agreement with the Board of Regents, as it may be amended from time to time.

ARTICLE 4: JOINT CONSULTATIVE COMMITTEE

- 4.01 Upon request of either party, a Joint Consultative Committee shall be established consisting of two (2) persons appointed by the Employer and two (2) the Association.
- 4.02 The terms of reference of the Committee are:
- (a) To assist the Parties in creating and maintaining harmonious relationships between the Association and the Board by providing a forum for discussing issues that may arise from time to time between the Parties.
 - (b) To consider significant questions as to the meaning, interpretation or applications of provisions of the Collective Agreement.
- Matters that would normally be dealt with under the Grievance and Arbitration article or during collective bargaining shall not be subject matter of these discussions except by mutual agreement.
- 4.03 The Committee may make recommendations pursuant to Clause 4.02 above to the Parties to the Agreement and members of the Committee may make recommendations to their respective principals.
- 4.04 The Committee shall have no power to bind either Party in the application of the Agreement, nor to change the Agreement in any way.
- 4.05 Upon request by either Party, the Committee shall be established and a mutually agreed time period be scheduled for the Committee’s work within five (5) working

days. An appointee from the requesting Party shall be responsible for preparing and circulating the agenda, notices and minutes of the meeting(s).

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

ARTICLE 5: ACADEMIC FREEDOM

- 5.01 The search for knowledge and its free exposition is a fundamental characteristic of the continuing self-examination necessary to maintain a dynamic, free and vital society. In this context Members shall be entitled to the exercise of academic freedom as it relates to their teaching responsibilities. Academic freedom ensures the freedom to learn without restriction and the freedom to teach subject only to the academic regulations of Senate and adherence to the course description in the University calendar. Members are entitled, regardless of prescribed doctrine to freedom to teach and discuss, freedom to criticize, and freedom from censorship by either Party.
- 5.02 Should a Member engage in research that is supported by the University and/or which has been subject to the academic regulations of Senate, the academic freedom as set out in 5.01 shall apply.
- 5.03 Academic freedom does not require neutrality. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depends in part upon the freedom being used in a manner consistent with the scholarly obligations. It implies a respect for the rights of others, a tolerance of other points of view and a duty to use academic freedom in a responsible manner.
- 5.04 The Parties agree to uphold and to protect the principles of academic freedom and not to infringe upon or abridge the academic freedom of any Member.

ARTICLE 6: NON-DISCRIMINATION, FREEDOM FROM HARASSMENT, AND CONFLICT OF INTEREST

Non-Discrimination and Freedom from Harassment:

- 6.01 Except as otherwise provided in this Agreement, or by statute, the Parties agree, that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Member in regard to any terms or conditions of employment by reason of age (except as provided in University Pension, Disability and Group Life Plans), race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, national origin, political or religious affiliation or belief, lay or clerical status (except for the participation of ordained United Church ministers in their compulsory pension plan), sex, sexual orientation, marital status, family relationships (except as provided in Clauses 6.03 and 6.04), physical or psychiatric disability/illness (except where the disability/illness would clearly prevent the

carrying out of the required duties), place of residence (except where the place of residence would clearly prevent the carrying out of the required duties), membership or activity in the Association and social and personal lifestyle (except where the lifestyle would clearly prevent the carrying out of the required duties or interfere with the carrying out of the required duties of other University employees).

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

Conflict of Interest:

- 6.03 No Member and no person acting on behalf of the Employer or the Association shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment which apply particularly to a member of his/her immediate family.
- 6.04 No Member shall employ, except with the written approval of the President or his/her designate, any member of his/her immediate family in any capacity where the position is supported by University-administered funds for which the Member has signing authority.
- 6.05 All Members are governed by the provisions of the University of Winnipeg Conflict of Interest Policy.

ARTICLE 7: EXISTING PRACTICES

- 7.1 The Board agrees that, during the term of this Agreement, it shall not create, amend or rescind by-laws or policies that would amend a term or condition of employment of Members as set out in this Agreement unless the Association provides written confirmation of its agreement with the proposed change in the by-law or policy.

ARTICLE 8: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 8.01 Members have the right to participate in Association business and to transact Association business on University property provided that such business does not interrupt or interfere with the Member's performance, duties and responsibilities to the Employer.
- 8.02 Service of a Member on behalf of the Association shall be considered as service to the University.

- 8.03 The dues as established by the Association from time to time shall be deducted by the Employer from the salary of each member.
- 8.04 No later than ten (10) working days after such deductions are made, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted, shall be remitted to the Treasurer of the Association. An annual statement of the Association dues, which have been deducted from his/her salary during the calendar year, shall be provided to each Member on his/her T4 Income Tax slip by February 28 each year.
- 8.05 The Association shall advise Human Resources, in writing, of any change in the dues of the Association thirty (30) days prior to the first day of the month in which the change is to become effective.
- 8.06 In the event the Association receives dues on account of an employee who is not a Member, or, if on account of a Member, in excess of the amount required, the Employer agrees to reimburse or credit the employee, as the case may be, for the amount so received in error by the Association, and shall deduct such amount from the following month's cheque to the Treasurer of the Association. The Employer shall not be held liable for the wrongful deduction of money for Association dues resulting from an error in the Association's instructions.
- 8.07 The President of the Association shall inform the President and the Executive Director of Human Resources of the names of Members holding official positions in the Association within five (5) working days of their selection and of other Members selected for responsibilities pursuant to this Agreement within five (5) working days of their selection.
- 8.08 The Employer shall refer a prospective Member to the relevant section of the University web-site for access to the Collective Agreement, and shall provide, if requested, the Collective Agreement in paper form.
- 8.09 Correspondence between the Parties with respect to the administration of this Agreement shall be between the President of the University addressed to the Executive Director of Human Resources, and the President of the Association addressed to the Association's Office.
- 8.10 The University's internal mail service shall be the normal means of delivering mail associated with the administration of this agreement.
- 8.11 The Employer agrees to have the Collective Agreement printed within forty-five (45) working days of the signing of the Agreement. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of Collective Agreements required by each Party. Human Resources shall provide the Association with an electronic copy of the signed Collective Agreement in the format currently in use.

ARTICLE 9: ACCESS TO INFORMATION

9.01 By October 1 of each year, Human Resources shall provide the Association with a list of all Members for the Fall and Winter Terms.

By October 15 of each year, Human Resources shall provide the Association with a list of all Members.

By May 1 of each year, Human Resources shall provide a list of all Members teaching in the Spring Term.

The lists shall include name, the highest degree earned, and number of courses taught since the first Collective Agreement was signed between the Parties.

9.02 Human Resources shall advise the Association of any change in the number of insurable hours per .5 FCE (3 credit hours) that are reportable to the Canada Revenue Agency.

ARTICLE 10: MANAGEMENT RIGHTS

10.01 The Association recognizes the right of the Employer to plan, co-ordinate and direct its resources, assign duties and to manage the affairs of the University in accordance with its commitments, responsibilities, and obligations as set down in the University of Winnipeg Act.

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

ARTICLE 11: PERSONNEL FILE AND SALARY AND BENEFITS FILE

11.01 The employment related files that are maintained by the Employer serve as records of the employment history of Members at University of Winnipeg. The purpose of this Article is to ensure that employment files fairly represent the Member's employment history and that only these files are used in decisions respecting any and all terms and conditions of employment of a Member.

11.02 A Member shall have a personnel file that shall be maintained by the Member's Dean, Associate Vice-President (Students) or Vice-President and the file shall be stored in a secure medium. In addition, Human Resources shall maintain a salary and benefits file which shall include the appointment letter and any information required to administer salary and benefit entitlement and to administer statutory reporting and the reporting requirements set out in this agreement. Copies of the appointment letter may be kept in a secure file in the Vice-President's Office and also in a secure department/ file until such time as the responsibilities associated with the appointment have been concluded, at which time the copy of the letter shall be forwarded to the Dean's Office for disposition.

- 11.03 The personnel file of each Member shall contain only material pertaining to the employment of the Member, including but not restricted to:
- (a) Pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts, teaching dossier, and letters of reference;
 - (b) Employment related documents and correspondence;
 - (c) Documentation relating to recommendations on appointment;
 - (d) Updated copy of curriculum vitae and related materials respecting professional development and achievement;
 - (e) Activity Reports and Evaluation Reports as per Article 15: Appointments.
- 11.04 Access to a Member's personnel file shall be limited to persons that require access for purposes directly related to the employment of the Member. The personnel file shall contain a record of all persons granted access and the date of access to the personnel files with the following exceptions:
- (a) Dean or Associate Dean or Associate Vice-President (Students) or Vice-President and
 - (b) The Member, and
 - (c) The support staff person responsible for maintaining the files.
- 11.05 The Member shall be informed in writing of any proposed additions to or removal of material from his/her personnel except that filing of an appointment letter or employment-related documents or correspondence with the Member or documents initiated and/or signed by the Member do not require such notification. The Member shall have ten (10) working days to contest the validity of the exclusion or inclusion of the information or its accuracy. Material removed pursuant to Clause 11.07 shall be shredded.
- 11.06 The Member shall have the right to have included in his/her personnel file his/her written comments on the accuracy or the meaning of any of the contents of his/her personnel file, and to add any employment related documents to the file that he/she deems relevant. A Member shall have the right to have removed from his/her personnel file any material, which s/he can show is false, irrelevant, or unsubstantiated. Such requests for removal shall be made through the Dean/or Associate Vice-President (Students) or Vice-President.
- 11.07 (a) Except as provided in Clause 11.10 each Member and his/her authorized agent (such authorization to be in writing) shall have the right of access to the contents of his/her personnel file upon request. The Member shall examine his/her file only in the presence of the Dean or Associate Dean or Associate

Vice-President or Vice-President or designate. The Member may not remove any item from his/her file. In addition, each Member and his/her authorized agent shall have the right of access to any information under his/her file/code number that would form part of his/her personnel file and which has been stored in a format designed for use in electronic data processing. Such information shall, upon request, be made available to the Member and his/her authorized agent in printed form.

- (b) Where any evaluation or assessment, other than Senate approved course/instructor evaluations, of a Member is accomplished by the use of electronic data processing, the Member shall be notified within five (5) working days and shall have the right of access to the input data (except as provided in Clause 11.10), the coding format and the computer programme which performs the evaluation or assessment.
- (c) Where any evaluation or assessment of a Member(s) is accomplished by the use of electronic data processing, the Association shall be notified within five (5) working days and shall have the right to access of the coding format(s) and the computer programme(s), which perform(s) the evaluation(s) or assessment(s).

11.08 Except as provided in Clause 11.10, a Member shall be given one (1) copy of any of the materials in his/her personnel file upon written request to the Dean or Associate Vice-President (Students) or Vice-President. Such requests shall be filled within five (5) working days, at the Member's expense.

11.09 Confidential Material

Confidential material shall be restricted to signed letters of reference and evaluations, as described in this agreement. Individuals who are requested to evaluate Members shall be informed about this Article at the time that the request is made.

- (a) Letters of reference evaluating any candidate for a position at the University shall be confidential. Such letters shall be used only to evaluate the suitability of the candidate for the position
- (b) Material shall not be used in any proceeding provided by this Agreement unless it is kept in the personnel file or provided by the Member under consideration. Upon request, a Member shall be provided with a copy of the body of the letter, excluding any references which would identify the author of the letter, his/her affiliation or address.

11.10 No anonymous material shall be kept in the personnel file of a Member.

11.11 Information regarding teaching evaluations shall not be considered anonymous when in a form authorized by the Senate or agreed to in writing by the Member and the students in his/her course(s).

- 11.12 None of the contents of a Member's personnel or salary and benefits file shall be released or made available to any person without the express written consent of the Member concerned, except when required by this (a) Agreement or (b) by law or for (c) normal employment-related administrative purposes. Access to any of the contents of the personnel file for reason of law shall be granted only in person to individuals who show legal proof that such access is required by law. Such access shall be granted only by the appropriate Dean or Associate Vice-President (Students) or his/her designate. The Dean or Associate Dean or Associate Vice-President (Students) shall notify the Member concerned immediately, stating the person or persons granted access and the reason for granting such access, unless such notification is prohibited by law.
- 11.13 Where confidential material is to be used by the Employer in the course of proceedings to resolve a grievance and where in the opinion of the arbitrator(s) the identity of the author of is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her/their decision, having due regard to its confidentiality.

ARTICLE 12: HEALTH AND SAFETY

- 12.01 The Parties agree that applicable federal, provincial and municipal legislation and regulations shall be the standard for health and safety in the University.
- 12.02 The Employer shall take reasonable measures to maintain the security of the building and grounds while at the same time providing reasonable access for Members to the university facilities they require to fulfil their responsibilities except in cases of emergency.
- 12.03 The Employer shall take reasonable measures to ensure that each Member has a healthy and safe work environment in which any and all of her/his academic functions can be carried out effectively.
- 12.04 Members shall, to the extent of their ability to do so, ensure the health and safety of students and others who attend classes that they teach. They will inform the Chair of any health and safety matters that require the University's further attention. In particular, Members shall:
- a) where applicable, ensure that students are given adequate direction, training and instruction in their assignments so as to enable the safe performance of the required work without undue risk;
 - b) ensure that all accidents and near accidents are reported and investigated; and
 - c) ensure the orderly evacuation of students in the event of a fire alarm or other evacuation order.

ARTICLE 13: INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT

13.01 Preamble

Intellectual Property (IP) is defined as any production of research, scholarly or other creative activity, including curriculum development and institutional programming, which is the result of a Member carrying out duties relevant to the creation and dissemination of knowledge as defined in Clauses 13.02 to 13.15, which may be capable of being copyrighted or patented. IP applies to all original scholarly, scientific, literary, dramatic, musical and artistic works and to recorded works. Such works include but are not limited to: scientific discoveries and inventions, industrial designs, patents, trademarks, computer software and programs, databases, books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, dramatic compositions, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art..

As a public institution, the University is involved in the creation of IP that is socially useful. The Employer and the Association adhere to the principle that the purpose of a University is the creation and dissemination of knowledge, and faculty should be encouraged to make all IP freely available to the public. Leaving to the individual creator Member the ultimate right to dispose of her/his IP as he/she sees fit, the Employer and the Association encourage the public dissemination of knowledge through normal processes of publication, conference presentations, etc.

New delivery forms for educational material do not alter the employment relationship between the Employer and the Member, and are to be used expressly for the educational program of the University. The educational program is defined as the undergraduate and selected graduate programs culminating in degrees in Arts, Science, Education and Theology. A Member is under no obligation to seek patent protection for the results of her/his research, or to alter a research proposal in a manner, which may make it commercially viable.

(a) Ownership

IP is owned by its creator, unless specified otherwise in this Article. The owner of IP alone determines whether to hold it for commercialization purposes, or to offer it to the public. The creator of IP and the University of Winnipeg may enter into an agreement for the latter to manage and/or co-own IP. Seeking specific University funds may be considered a decision to commercialize if the final product is IP. Specific University funds are defined as funding or support provided by the Employer to a Member and detailed in a written agreement between the Member and the Employer. Such written agreement must specify: the nature of the work for which the support is granted; the amount of funding and/or provision of use of facilities; support and/or technical personnel which

will be provided to the Member; any other terms and conditions as may be agreed to by the parties to the agreement.

(b) Decision to commercialize:

A Member using specific University funds grants to The University of Winnipeg a license to use the property, and a right to permit third parties to use the property, upon terms in Article 13 with respect to use and royalties. However, IP cannot be used for commercial purposes by third parties without authorization from the creator. The work shall not be distorted, mutilated or otherwise changed without the creator's authorization, nor put to a use not in keeping with its purpose. The creator may recall the work for sound academic/intellectual reason (dated material, errors in need of correction, incorporation of new knowledge) within one year of delivery to the University of Winnipeg.

(c) Non-commercial use:

Patented inventions, devices, equipment, computer programs, recorded works (except where the computer program or recorded work contains a course or part of a course taught at the University of Winnipeg) created using specific University funds must be provided royalty-free and non-exclusively by its creator to the University of Winnipeg for its internal use. Internal Use is defined as use within the University for its educational program or, where appropriate, for its administrative use in the provision of services for the educational program. This use does not imply a right to transfer or commercially exploit such Intellectual Property.

13.02

Patents

The Board waives, disclaims and abandons any interest in or claim to any invention, design or development made by a Member without the specific use of University's funds, facilities, support or technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the inventor. A Member has no obligation to seek patent protection for the results of his/her research or to modify his/her research to enhance the protection of such results. A Member has the unqualified right to publish such results.

13.03

Members agree to disclose the intention to make a patent application to the Vice-President Research within one (1) month of the date of the application and shall affirm, in writing, at that time whether or not the discovery has been made and developed with the use of specific University funds, facilities or support or. The Board may, within one (1) month of receipt of the statement of the Member, challenge in writing the assertion of the Member in regard to the specific use of the University's funds, facilities or personnel, in which case the matter shall be settled by arbitration as detailed in Article 20.

13.04

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

- 13.05 Members shall have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in this Article and shall be entitled to all the proceeds therefrom, except that where the invention has involved the use of the specific University's funds, facilities, support or technical personnel. Members who are the inventors shall share the net proceeds so that the Members receive fifty percent (50%) thereof and the University fifty percent (50%) thereof. The term "net proceeds" shall mean the net profits derived from the licensing or commercialization of the patented product, equipment or process, after deduction of all expenses, including, but not limited to, those incurred for patent searches, for obtaining patent protection and for maintaining said protection in Canada and in other countries.
- 13.06 For the purposes of interpreting Clauses 13.02, 13.03, 13.04, and 13.05, the payment of salary to Members and the provision of an environment in which to work shall not be construed as use of the specific University's funds, facilities, or use of its support of or technical personnel, except when the work resulting in patents was assigned to the Member as part of his/her workload or as otherwise defined in Clause 13.01 (a).
- 13.07 The Member shall have the option of processing an application for the patent(s) and of exploiting any such patent(s) either on his/her own as in Clause 13.05 or through Canadian Patents and Development Limited (CPDL) or other similar agency with which the Board may have an agreement. Where the Member elects to proceed through CPDL or other similar agency, he/she shall make such arrangements and shall receive such proceeds as are specified in the agreement between the Board and CPDL or other similar agency. The Board agrees not to modify, change, alter or abandon its contract with CPDL or other similar agency without one (1) month's prior notice to the Association of any change. The Members agree that the Board, CPDL or other similar agency have the right at their sole discretion to refuse to process any patent application or to refuse to exploit any patent within twelve (12) months of the date of a request to this effect by the Members in which case the Members are free to make their own arrangements subject to the obligations in this Article relating to the sharing of net proceeds.
- 13.08 The name of the University shall not be used without mutual agreement in connection with inventions in which the University has no interest, although nothing shall prevent a Member from stating the nature and place of his/her employment, rank, and title, provided that he/she shall not purport to represent the University or to speak for it, or to have its approval, unless such approval has been given in advance in writing by the Board.
- 13.09 The Board agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the University and Members without securing to the Members who may be seconded to or be employed by the sub-contractor all the rights, privileges and benefits accorded to them in this Article of this Agreement, nor shall the Board enter into any agreement to create a consortia of universities or government departments or private companies for the purposes of research or development or commercial exploitation without securing to the Members who may be seconded to or employed by such consortia,

department or private companies all the rights, privileges and benefits accorded by this Article. If the Board makes an agreement contrary to this provision and fails to secure those rights, privileges and benefits to those Members, the agreement shall not apply to those Members unless there is a separate agreement, in writing, between the Board and the Members to waive this Clause, with a copy sent to the Association within two (2) weeks.

13.10

Copyright

Copyright in the print and/or digital media

The Board acknowledges that it has no interest in and makes no claim to the print and/or digital media copyrights of any Member. The Board, therefore, agrees and undertakes to transfer to the author and hereby transfers to the author the copyrights of the Member in the print and/or digital media, (including but not limited to books, articles, letters, notes, web publications, research tools, research guides and similar other material).

13.11

Copyright in works of art

The Member who is the maker of any work of art, including but not limited to such as painting, photograph, sculpture, music and the like, created by traditional means and/or using digital means to create and/or store such works of art, shall retain the copyright therein, and the Board therefore agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) all rights in such work of art.

13.12

Copyright in the creation and improvements of computer programs

The Board hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) any and all rights in regard to computer programs prepared by the author(s) for his/her exclusive use, or for use in his/her the teaching/research program, but the University retains copyright in any other computer programs developed for it when such development was the result of work assigned to the Member as part of his/her workload or as otherwise defined in Clause 13.01 (a).

13.13

Copyright in lectures and course/teaching material

The Board hereby agrees and undertakes to transfer to the authors and hereby transfers to the creators any and all rights in the copyrights to lectures and course/teaching material prepared and/or delivered by Members in person, analog or digital formats, recognizes that the Member is the sole copyright holder in his/her lectures and course/teaching material, and will give every reasonable assistance to Members to prevent publication, recording or broadcasting of lectures, or access to lectures via any means not authorized in writing by the Member concerned. Members teaching courses using technologies which involve the broadcast, transmission, re-transmissions, 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 contents of the course under the provisions of the Copyright Act (R.S.C. 1985, c. C-4) and any revisions as agreed by the Parties thereto.

Members teaching courses using alternate learning technologies (including but not limited to telecourses, courses via audio hookup, online courses) shall have access

to resources provided by the Employer in order to facilitate the creation and delivery of such courses. Furthermore, Members shall be notified of the resources available to them. The provision of such resources shall not constitute use of specific University funding or the use of University production facilities free of charge or substantially below local commercial rates, except as otherwise provided for by written agreement pursuant to Clause 13.01 (a). In addition, Members must consent to the technology used in teaching courses dependent on information technologies. This consent shall not be unreasonably withheld.

13.14

Copyright in recorded works

(a) Ownership of copyright:

The copyright in any recorded work (including but not limited to film, videotape, audio recording, digital recording of any kind, etc.) involving direct specific University funding or the use of University production facilities free of charge or substantially below local commercial rates shall belong to the Members who are the creators subject to the terms laid down in this Article of this Agreement. The Board shall be deemed to have waived any claim to any copyright in recorded works (including but not limited to film, videotape, audio, digital recordings) not involving direct University funding, or the use of University production facilities, free of charge or substantially below local commercial rates, created or produced by Members. For the purpose of this Article the teaching of telecourses, or of other courses dependent on the use of University production facilities, by Members, delivered live or by some form of recorded delay, shall not constitute the use of University production facilities free of charge or substantially below local or commercial rates, except as otherwise provided for by written agreement pursuant to Clause 13.01 (a).

(b) Warranty by Members:

A Member who receives specific funding or is allowed the use of University production facilities, free of charge or substantially below local commercial rates, shall warrant to the University on the form attached to this Agreement as Appendix A, that he/she is the copyright owner of the work and it is an original with him/her. In cases where fees or licenses for the use of copyright material used in the work are required, the Member shall provide the Board with a list of the copyright holders. The Board shall be responsible for securing permission to use such copyrights but the Member shall indemnify the University against any loss resulting from failure by the Member to list the name of a registered owner of a copyright registered at the Federal Copyright Office.

(c) Availability of resources:

The Board will do its utmost to make available to Members without cost, production facilities and funds necessary to produce recorded works for use including but not limited to, the University's educational programs and may, as circumstances extend such resources to CF Members to support publishing or research. Priority for the amount of funds and the kind of facilities shall be determined by the Board.

(d) License for internal use:

- i) The Member shall make available to the University for its educational program without payment of royalty one (1) copy of any recorded work produced by the Member in the course of his/her employment and involving the use of direct specific University funding or the use of University production facilities, free of charge or substantially below local commercial rates.
- ii) The Members agree to make every effort lawfully to make available to the University for its internal use, without payment of royalty one (1) copy of any recorded work produced by that Member in the course of his/her employment and involving the use of direct specific University funding or the use of University production facilities, free of charge or substantially below local commercial rates, and with respect to which the Member no longer has copyright or shares copyright with one or more persons, or with respect to which there is some impediment or business arrangement which denies to the Member the absolute right to comply with the intent hereof.
- iii) Nothing in Clause 13.14 (d) i) and ii) shall be construed as a waiver of any copyright by the Member nor as permission to the Board or to any agent of the Board to broadcast the recorded works for any purpose other than that originally intended and agreed to, in writing, by the Member to the general public (i.e., to an audience not principally composed of members of the academic community) other than as provided for in Clause 13.14 (e) below nor shall this section be construed as permitting the use of such materials in the extramural courses outside of the University's regular educational program without payments of the fee to be set as in Clause 13.14 (e) ii) below.
- iv) On completion of a recorded work for which the University has provided specific funding or the use of the production facilities of the University, free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice- President (Research) or designate to inform him/her of the completion of the work. The Vice-President (Research) or designate shall reply within forty-five (45) working days stating whether or not the Board wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Clause 13.14 (e). If the Vice-President (Research) or designate replies that the Board does not wish to exercise these rights or if the Vice-President (Research) or designate fails to answer within forty-five (45) working days, it shall be understood that the Board has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the Board as required, then the Board maintains its right under this Article of this Agreement until such a letter is written by the Member to the Vice-President (Academic) or designate and has been disposed of in the manner indicated above.

v) No Member shall be laid off or have his/her appointment terminated due to the use of the license for internal use of recorded works the copyright of which rests with Member.

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

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

- i) Shall grant to the Board a license to use the recorded work, including the right to grant others the right to use the work according to the fee schedule in Clause 13.14 (e) ii) below;
- ii) Shall either directly or through the agency of the Association establish with the Board a fee or royalty to be charged to third parties wishing to use the work; in default of such agreement within a time period of twenty-five (25) working days from the date of the request by the Member, such fee or royalty shall be set by arbitration in accordance with Article [22] 20;.
- iii) Shall, if the license granted to the Board is not exclusive, not grant any other licenses at fees or royalties less than those determined in Clause 13.14 (e) ii) above;
- iv) May waive any fee, royalty or other payment provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing and one (1) copy provided to the Association, and provided that the revenues so realized by the Board shall be paid into a trust fund to be used at the discretion of the Board for the benefit of the Department/Unit of that Member;
- v) The Board shall not unreasonably restrain the exploitation of copyrighted works under this section and if within two (2) years of the delivery to the Board of the recorded work(s) as required in Clause 13.14 (d) of this Agreement, it has not commenced formal negotiations or signed a contract(s) for the exploitation of the recorded work(s), the Board shall be deemed to have waived any and all rights in the exploitation of the copyright(s) of the said recorded work(s) and shall forego all fees, royalties and other income.
- vi) On completion of a recorded work for which the University has provided direct funding or the use of the production facilities of the University, free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice- President (Research) or designate to inform him/her of the completion of the work. The Vice-President (Research) or designate shall reply within forty-five (45) working days stating whether or not the Board wishes to exercise its options to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Clause 13.14 (e). If the Vice-President (Research) or designate replies that the Board does not wish to exercise these rights or if the Vice-President (Research) or designate fails to answer within forty-five (45) working days, it shall be understood that the Board has abandoned any

right to secure a copy or obtain a license. If the copyright owner(s) fails to notify the Board as required, then the Board maintains its rights under this Article of this Agreement until such a letter is written by the Member to the Vice-President (Academic) or designate and has been disposed of in the manner indicated above.

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

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

f) Sale or assignment by Members:

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

i) protect the right of the University to use the work in its educational program as specified in Clause 13.14 (d) above, and,

ii) protect the rights of the University in regard to exploitation of the copyright as in Clause 13.14 (e) above, provided that on application by the Member to the Vice-President (Research) or designate, the Board may dispense with the requirements in Clauses 13.14 (f) i) or 13. 14 (f) ii) or both hereof for such reasons as to the Board seem fair in the circumstances. In the event that decision on the application of the Member is not made within one (1) month of the receipt of such application, the Member is deemed to have received the dispensation requested.

(g) Storage and erasure:

The Board shall retain possession of every recorded work transferred to it as required in Clause 13.14 (d) above, and shall exercise reasonable care to ensure that any such recorded work is not damaged and is not erased, copied, amended or edited without the written authorization of the copyright holder(s).

(h) Notes or texts:

Where the Member either alone or in collaboration with others prepares notes or other matter material specifically to accompany a recording produced with the assistance of specific University funding or with the use of University production facilities, free of charge or substantially less than local commercial rates, the Member hereby grants to the Board a license to reproduce copies of the said notes or other matter material and claim no fees or royalties in return unless the Board sells or hires such copies in which event the Member shall, if

he/she is the sole author thereof, receive twenty-five percent (25%) of the gross proceeds or if he/she is not the sole author thereof the said twenty-five percent (25%) shall be shared between him/her and the co-author or co-authors as agreed between them or failing an agreement on an equal basis. Should the Board sub-license a publisher to reproduce the said copies, the Board shall nevertheless provide royalties to the Member in the amount as set out above.

(i) Amendments, editorial changes and withdrawal:

A Member believing his/her work to be unsatisfactory for a proposed use due to dating or other good reasons, may require the work to be amended on the same terms as the original production or may require its use to be withheld provided that the Member may not require such amendments or withholding within one (1) year of the delivery of the recorded work to the Board as required in Clause 13.14 (d). Any dispute as to the bona fides of the Members position may be settled by arbitration pursuant to Article 20.

13.15

New Delivery Forms

Any credit course used for instruction at the University of Winnipeg delivered as technologically-mediated course content is the IP of the Member(s) who created the material, unless the University has specifically contracted with the Member for course development. The decision to deliver educational material in electronic form is made by the course creator. The creator alone may stop using IP and cause it to be removed from the University of Winnipeg course offerings. The University cannot grant license to a third party to use course material without the authorization of the creator. The creator will not sell or assign course material to a third party without protecting the rights of University of Winnipeg. The creator may alter content for sound academic/intellectual reason. Upon leaving the University of Winnipeg, the creator has the right to take material for use at another non-profit academic or research institution, and the University must cease using the material in its educational program, except as otherwise provided for by written agreement pursuant to Clause 13.01 (a). The creator cannot sell or assign material to a for-profit organization without authorization from University of Winnipeg.

13.16

Severability

- (a) Where more than one (1) copyright holder has an interest in a copyrighted work, each copyright holder may exercise his/her rights with respect to his/her contribution, provided that it is severable.
- (b) A contribution is severable for this purpose if it could be erased without destroying the value or other contributions to the same recording or series, or it could be replaced in the recording or series by another contribution by someone else.
- (c) Where a recording or series of recordings involves non-severable contributions by more than one copyright holder, any reference in this part to permission by the copyright holder shall be deemed to mean the unanimous permission of all such copyright holders.

13.17

Estates

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

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

- 13.18 Sub-contracting by the Board
The Board agrees that it shall not enter any agreement to sub-contract the services of any Member to any third party whatsoever for the development of Intellectual Property or any consultation pertaining thereto without securing to the Member all the rights, privileges and benefits accorded to them in this Article.
- 13.19 Member shall claim copyright in any University administrative documents or administrative letters that may be produced by him/her or may be in his/her possession.
- 13.20 Members who deposit their own or other manuscripts or documents in the archives of the University shall be bound by the rules and regulations of the archives in force from time to time in regard to the use and disposition of such manuscripts or documents.
- 13.21 Members agree to waive any claim for monetary compensation arising out of copyright claims in relation to teaching or lab manuals produced internally within the University as part of their normal workload, provided that such manuals are sold only within the University at a price set to recover direct costs (i.e., paper, bindings, salaries of support staff, and duplicating costs, distribution costs, but no honoraria or other similar payments) or less. If the University sells at a price higher than direct cost within the University or sells to the general public, then the Employer shall pay to the Member who holds the copyright in the teaching manuals a ten percent (10%) royalty on the net proceeds of all such sales. The Board shall not sell such manuals outside of the University or authorize another university or subsection thereof or any other body or person to use such manuals without a prior written agreement with the author(s) which, inter alia, stipulates the royalties to be paid to the author(s) and shall provide the Association with a copy of any such agreement(s) within two (2) weeks of signing.
- 13.22 The Member agrees to indemnify and save harmless the Board from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the materials in which the Member has or claims copyright. Should a claim be advanced where there is copyright or license claimed jointly by the Board and the Member, the liability to defend shall likewise be joint.
- 13.23 Where the Member is affiliated with a professional association or associations which govern their participation or appearance in a creative work of art such as a live performance, film or video, the Employer shall not, through the application of

any provision of this Article, require the Member to violate any of the terms, conditions or bylaws imposed by such professional association(s). Where the Employer seeks to distribute such creative material as a commercial product under the terms of this Agreement it shall be the responsibility of the Employer to negotiate and secure the appropriate performance rights and/or permissions from the associations(s) involved.

ARTICLE 14: RIGHTS AND RESPONSIBILITIES OF THE MEMBERS

- 14.01 Members shall have the right to participate in the activities of their learned professions and societies.
- 14.02 When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the exercise of academic freedom, but shall not be conferred legal immunity for defamation. Unless otherwise authorized in writing, the Member shall not purport to speak or act on behalf of the Employer, but shall have the right to indicate his/her status within and affiliation with the University.
- 14.03 Pursuant to Article 12, the Member has the right to a healthy and safe environment in which the academic responsibilities can be carried out effectively in accordance with Article 14.08.
- 14.04 Requests from students for references from Members shall be dealt with in a fair and expeditious manner. The referee should clearly state that the reference is the Member's professional opinion.
- 14.05 Rights of Contract Faculty Members
- 14.05.01 The Member is entitled to receive information on relevant Senate regulations and Faculty or department policies relating to course development and structure on a timely basis.
- 14.05.02 The Member is entitled to participate in an annual Orientation information session to be provided by the Employer. Returning Members shall be entitled to attend, if they desire. The information session shall include a presentation by the Association.
- 14.05.03 Members may seek University support for research/scholarship within the same process and expectations of academic standards as UWFA (Main) Faculty Members. Where the University provides financial or other support to the Member's research/scholarship, the results of such work will be made accessible to the scholarly community or student body through publications, lectures, and other appropriate means. Members may, in their published scholarly works or creative activities that have been supported through the University, indicate their affiliation with the University.
- 14.05.04 Members have a right to insist upon order and safety in the classroom and may evict disrupters and/or those persons who pose a threat to themselves or others.

14.06 Responsibilities of Contract Faculty Members

Members are employed by the University to disseminate knowledge and understanding, gained by both education and experience, through teaching. Members are not expected to conduct research or scholarship.

Members shall teach courses which fall within their area(s) of professional competence and teaching proficiency and which reflect the current state of knowledge with respect to the course description in the University Calendar.

14.06.01 Member's responsibilities for each course includes course design; course outline, lesson/lecture preparation, teaching/lecturing, student contact, preparing and invigilating final examinations, marking and grading, and reporting on grades in a timely manner. Some lessons may take the form of field trips that the Member would supervise.

14.06.02 Members shall act fairly and ethically with students.

14.06.03 Members shall make themselves accessible to students for academic consultation.

14.06.04 Members shall inform students adequately regarding course formats, assignments and methods of evaluation.

14.06.05 Members shall maintain teaching and laboratory schedules, where the member is also responsible for the laboratory component of the course in all but exceptional circumstances and to inform students adequately of any necessary cancellation and rescheduling of instruction.

14.06.06 Members shall adhere to the schedules set by the Department for the submission of grades and evaluations.

14.06.07 Members shall act in conformity with the Senate regulations, and

14.06.08 Members shall make themselves available to resolve any Senate issues related to grades.

14.06.09 Members shall exercise, with discretion, their right to insist upon order and safety in the classroom and may evict disrupters and/or those persons who pose a threat to themselves or others.

14.07 Workload

14.07.01 A Member's workload is determined by the number of credit courses that the Member is contracted to teach.

14.07.02 The parties agree that no Contract Faculty Member shall teach more than 3 FCE's in three consecutive academic terms unless the Association and the Vice-President (Academic) agree, in writing, to the further appointment(s).

14.08 The employment period and hours of work for Employment Insurance purposes shall be determined on a pro-rata basis for Members who teach courses of less than one term, who teach courses of more than one term, who complete teaching of a course begun by another Member or full-time Faculty Member or who teach courses on a team-taught basis. This shall be done in accordance with the period for which they have responsibilities as set out in 14.06.01.

14.09 A Member shall be eligible to receive a marking and grading allowance using the same criteria for such allowance as is used for any Faculty Member in the department.

14.10 Office Space, Facilities and Services

The Employer agrees to take steps to provide Members with safe and reasonably adequate facilities, services and equipment as required for the performance of their responsibilities. The parties have identified the following priorities for the term of this contract:

14.10.01 For the academic year in which the Member teaches, the Member shall be provided with:

- (a) Library privileges on the same terms as full-time Department Faculty Members;
- (b) E-mail privileges;
- (c) Access to the use of athletic facilities on the same terms as full-time faculty.

14.10.02 For the academic term in which the Member teaches, the Member shall be provided with:

- (a) Access to shared office space on campus including a computer
- (b) Lockable storage for teaching materials
- (c) Access to telephone line with voice-mail
- (d) Access to internet
- (e) Access to photocopier.

In the event that the Member's contract is not discharged in full, these privileges and services may be discontinued by the University effective the date on which the contract is breached or discontinued.

14.11 Governance and Collegiality

14.11.01 Members shall be invited to attend departmental meetings where issues to be discussed are directly relevant to the Member's responsibilities. The Member shall have the right to participate fully in the discussion of such matters.

14.11.02 Members' participation in departmental meetings is entirely voluntary and without remuneration to the Member.

14.12 Activity Report

At least once per academic year, a Member who intends to seek further appointments shall submit a Contract Faculty Annual Activity Report (CFAAR) (Appendix B) to the Department Chair/Coordinator/Director or equivalent. The Member shall provide evidence of satisfactory performance of his/her teaching/professional responsibilities, which shall include the results of Senate-approved Course/Instructor evaluations and may include but not necessarily be limited to classroom evaluations and a Teaching Portfolio or Dossier.

14.13 Evaluation Report

An Evaluation Report shall be completed by the Departmental Personnel Committee (DPC), and shall be an evaluation of the Member's performance during the appraisal period set. The evaluation shall be based on the information submitted in the Member's activity report and such other information that is supportable by documentation. Such other documented information used in the evaluation shall be made known to the Member and the Member shall be given a reasonable opportunity if he/she so desires to make a written submission to the DPC for the purpose of explaining, clarifying, and/or rebutting anything contained in the documented information. The additional documentation shall be appended to the Evaluation Report.

The Chair/Director/Coordinator shall review the DPC evaluation and make his/her own evaluation based upon the Member's activity report, and such other information that is supportable by documentation that was made available for written response by the Member. This evaluation shall be appended to the DPC evaluation.

The Chair/Director/Coordinator and the Member together shall review the evaluations, and the Member shall sign the form acknowledging that he/she has read the evaluations. A copy of the evaluations shall be filed in the office of the Chair/University Librarian/Director/Coordinator for a period of two academic years after which the material shall be disposed in a manner that protects the confidentiality. The original evaluations shall be placed in the Member's personnel file.

ARTICLE 15: APPOINTMENTS

15.01 Creating a Candidate Pool for Contract Faculty Positions

15.01.01 At least once in an academic year, the Deans shall ensure that prospective contract faculty positions are posted for each potential hiring department, in order to solicit applications from qualified candidates.

15.01.02 The positions will be posted on the University bulletin boards, the University Human Resources Web-site, and on the Department's bulletin board(s) for a period not less than fifteen (15) working days. The University may also solicit expressions of interest in contract teaching positions from specific target groups.

- 15.01.03 To the extent that the information is available, the position posting shall identify: the department; the course name and number; the start and termination dates for the appointment; the number of classes and sections of class times, projected class enrolment; the student course credit hours; the location of course (on/off campus); required qualifications (academic and/or professional); remuneration as described in this Collective Agreement; application deadline; and name and location of person to whom application(s) should be submitted.
- 15.01.04 Notice of the postings shall be provided to the Association.
- 15.01.05 Applications resulting from the posting shall be forwarded to the Chair of the Department.
- 15.01.06 If the Dean so requests, the Chair shall create a gender-balanced ad hoc advisory committee consisting of two tenured/continuing UWFA Members from the Department Personnel Committee to review applications, interview candidates, and assess their relative strengths.
- 15.01.07 Members or former Members who have filed an Activity Report and have had an Evaluation completed in the past two (2) academic years shall be considered to be in the pool of candidates for posted positions in the department(s) in which they have taught unless the Member indicates to the contrary.
- 15.01.08 Filling a prospective teaching position is subject to budgetary approvals and changes in academic programs.
- 15.01.09 No offer of appointment shall be made before the application deadline on the posting.
- 15.02 Selection of Contract Faculty
- 15.02.01 When the Department has received approval from the Dean for the course(s) to be taught by Contract Faculty Member(s), the Chair shall make a recommendation to the Dean for the appointment(s) of the candidate who is most qualified to disseminate knowledge and understanding to the students of the specific credit course(s) to the Dean. Qualifications in this context include a combination of education, relevant professional or experiential background, the extent of previous teaching experience inclusive of the strength of the evidence in support of satisfactory teaching and experience in teaching the same or similar courses, and such other factors as may be relevant.
- 15.02.02 The recommendation to the Dean shall include the candidate particulars including an up-to-date curriculum vitae, any other materials the applicant has submitted, and past evaluations. If a Member or former Member has taught the same course in the past calendar year and they are not the recommended candidate, their particulars shall also be provided to the Dean.
- 15.02.03 The Chair shall refrain from making a recommendation for appointment of a teaching contract to someone with whom the Chair may reasonably be perceived to have or to have had a family, business, or personal relationship that would create

either a real or perceived conflict of interest. In such instances, the Chair shall seek guidance from the Dean who will implement such processes as are required to ensure the integrity of the appointment process.

15.02.04 If the Dean disagrees with the recommendation of the Chair, the Dean shall prepare a recommendation and forward both the Chair's recommendation and the Dean's recommendation to the Vice-President (Academic) or designate for decision.

15.03 Applications for Posted Positions

15.03.01 Applications for posted positions shall be in writing to the Chair or equivalent hiring authority. The covering letter will clearly indicate the credit course that the person seeks to teach or the department that the person is qualified to teach in. Alternatively, the person may use the Notice of Application form as set out in Appendix "C". The application shall include up-to-date curriculum vitae and any other materials the applicant wishes to submit. As well, the Chair shall include the Annual Activity Report and Evaluation Forms for a Member or former Member who is under consideration for a new appointment.

Applications submitted to Departments shall remain on file in the Department for two academic years unless otherwise requested by the Member.

Applicants who wish to be considered for additional position(s) in the department to which they have applied, should indicate this intention in their covering letter or prepare individual Notice of Application forms for each credit course.

15.04 Letter of Appointment

Appointments shall be made by the appropriate Dean after due consideration of the recommendation of the Chair.

The successful candidate shall receive a letter of appointment in duplicate from the Dean or his/her designate specifying the terms of employment as follows:

- a) Department or unit in which the appointment is made, the course to be taught, and compensation;
- b) Date on which the appointment commences and duration of the appointment;
- c) The number of student course credit hours;
- d) A statement that the University of Winnipeg Faculty Association is the sole and exclusive bargaining agent for CF Members, that the appointment is subject to the terms of this Agreement, that the collective agreement can be accessed on the University of Winnipeg web-site (including providing a reference to the specific web address for the collective agreement), and an offer to provide a print copy of the collective agreement if the person prefers this medium.

If the offer is acceptable to the candidate, the candidate shall sign and return one copy of the letter to the Dean or designate.

One (1) copy of the signed letter of appointment shall be forward to the Association within ten (10) days of the Dean's receipt of the signed letter.

15.05 Notice of Sessional or Tenure-Track Positions

When a sessional or tenure track position is to be posted, the Chair shall notify those Contract Faculty Member/Former Members whose qualifications, Activity Reports and Evaluation Forms for the preceding two academic years are on file. The Chair shall use the contact information that is on file and if the information is not up-to-date, the Chair shall not be required to pursue further contact.

ARTICLE 16: LEAVES

16.01 Academic/Professional Release

16.01.01 A Member shall be granted release time from regularly scheduled duties for up to two (2) days per Academic Term in order to attend a conference, seminar or workshop for academic and professional development related to a Member's duties provided that the Member is able to reschedule their teaching responsibilities to students.

16.01.02 A Member who is invited to speak at a conference, seminar, or workshop related to their academic discipline shall be granted release time in accordance with the provisions set out in 16.01.01, upon provision of the letter of invitation.

16.02 Jury/Court Leave

16.02.01 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Chair of the summons as soon as possible. Members shall supply the Chair with a copy of the summons.

Members who have complied with the foregoing shall be granted a leave of absence without pay during the period of service to the court or summoning body that conflicts with their teaching responsibilities and which cannot be rescheduled. The Member shall assist the Chair to provide such materials and briefings as may be necessary to ensure continuity of teaching responsibilities during their absence. The Member shall be returned to their position upon their return from jury/court duty unless the appointment has expired.

16.03 Emergency Leave

16.03.01 In case of emergency, a Member shall be granted a short period of absence from their teaching responsibilities to attend to personal emergencies without loss of pay. A Member shall make reasonable efforts to notify the appropriate Chair/Director Co-ordinator or Dean in advance and shall make such arrangements as are reasonable to ensure that the teaching obligations are fully discharged over the academic term.

16.04 Compassionate Leave/Bereavement Leave

16.04.01 Compassionate Leave

A Member shall be granted up to three (3) consecutive calendar days absence in an academic year without loss of compensation in the case of:

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

Immediate family is defined as spouse (including common-law and/or same sex spouse), child or children, (including children of common-law and/or same sex spouse), grandchild or grandchildren, grandfather, grandmother, mother, father, brother, sister, spouse's mother and spouse's father, and any relative with whom the Member permanently resides.

A Member shall notify the Chair/Director/ Coordinator or Dean of the need to take the leave.

A Member who takes a Compassionate/Bereavement Leave shall work with the Chair to make such arrangements as are required to ensure that the Member's teaching obligations are fully discharged during the academic term notwithstanding the leave.

16.04.02 Compassionate Care Leave

Members who have been employed for more than 30 days and who require more than 3 days of Compassionate Care Leave are entitled to up to 8 weeks unpaid leave of absence to provide care or support to an seriously ill family member as per the Compassionate Leave provisions in s.59.2(1) — 60(5), *The Employment Standards Code*, C.C.S.M., c.Ell0. The Member may be eligible for Employment Insurance (E.I). benefits. At the end of the 8 weeks, the Member will be returned to their position unless the appointment has expired.

16.05 Sick Leave

16.05.01 A Member who is unable to perform his/her duties as a result of accident or physical or psychiatric illness, including drug and alcohol addiction, shall notify his/her Chair/Director/Coordinator or Dean /equivalent as soon as reasonably possible in the circumstances and provide them with an estimate of the length of his/her absence.

A Member shall be granted up to three (3) teaching day's absence with full compensation during an academic term provided that the Member shall work with the Chair to ensure that the teaching responsibilities are fully discharged within the academic term.

In the event that the Member takes frequent or extended sick leaves over the course of their employment, the University shall be entitled to request that the Member provide a medical certificate that addresses the Member's ability to perform their job responsibilities and to explore reasonable accommodations.

Sick leave shall not extend beyond the termination date of the current appointment(s).

16.06 Manitoba Public Insurance Wage Loss Replacement Benefits

Manitoba Public Insurance (MPI) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by the Employer. Members shall not receive combined salary and MPI wage loss benefits in excess of 100% of salary from the two sources for the same absence from work.

Where a Member is unable to fulfil their responsibilities due to a motor vehicle accident for which they may claim wage loss benefits from Manitoba Public Insurance, the Employer shall discontinue payments to the Member and shall ensure that the documentation confirming the Member's salary at the time of the accident is submitted promptly to Manitoba Public Insurance.

16.07 Pregnancy Leave

16.07.01 The University shall, upon the request of a pregnant member who is teaching at the University at the time of application and who taught for the entirety of the previous academic term, and who provides a medical certificate indicating the expected birth date, grant the Member 17 weeks of unpaid pregnancy leave. A Member who has not fulfilled the service requirements shall, subject to the non-service requirements set out in this clause, be granted an unpaid pregnancy leave for four weeks.

16.07.02 The Member shall make a written request for pregnancy leave, to her Chair, and Dean, at least four (4) weeks prior to the commencement of her leave

16.07.03 The four (4) weeks notice shall not apply if the Member stops working because of complications due to her pregnancy or because of a birth, stillbirth, or miscarriage that happens earlier than the Member was expected to give birth. In such circumstances the Member shall give such notice of the commencement of her leave as is reasonably possible under the circumstances.

16.07.04 The reinstatement of the Member shall be in accordance with *The Employment Standards Code*, C.C.S.M., c. E110. Upon return to work from a Pregnancy Leave, a Member shall resume the Member's former position unless the Member's appointment(s) have expired.

16.07.05 A Member who has not been granted a further appointment shall be entitled to a Pregnancy Leave that may extend up to but not beyond the expiry of the Member's specified employment term with the University as a Member. A Member who has

been granted a further consecutive appointment shall be entitled to the leaves and benefits as set out in this Article.

16.07.06 During a Pregnancy Leave, provisions for alternative arrangements for fulfilling the Member's duties shall be the responsibility of the Employer and shall not be the responsibility of the Member concerned.

16.08 Parental/Adoption Leave

16.08.01 A Member who is a parent and who has been employed for at least 7 consecutive months before either the birth of a child, or on the date in which the child comes into the parent's custody, care, and control for the first time, is entitled to an unpaid Parental Leave for up to 35 weeks in the case of the birth mother and 37 weeks for other Parents.

16.08.02 The Parental Leave of a mother who has taken Pregnancy Leave shall begin when the Pregnancy Leave ends.

16.08.03 The Parental Leave for a father shall commence within 52 weeks of the birth of a child.

16.08.04 The Parental Leave for a parent of an adopted child shall commence within 52 weeks of the date on which the child first comes into custody care and control of the parent. The provisions of the Parental Leave shall be in accordance with *The Employment Standards Code*, C.C.S.M., c. El 10

16.08.05 A Member shall give written notice to his/her department Chair and Dean of her/his intention to take a Parental Leave, at least four (4) weeks prior to the commencement of such a leave and.

16.08.06 Except where the Member is taking Parental Leave immediately after Pregnancy Leave, the Member shall provide Human Resources with a statutory declaration that the Member is the primary caregiver of the child.

16.08.07 Where a Member qualifies for such leave as a result of adoption and where the child comes into the care, custody, and control earlier than expected, the Member shall give reasonable written notice.

16.08.08 Upon return to work from a Parental Leave, a Member shall resume the Member's former position unless the Member's appointment(s) have expired.

16.08.09 During a Parental Leave, provisions for alternative arrangements for fulfilling the Member's duties shall be the responsibility of the Employer and shall not be the responsibility of the Member concerned.

16.09 Vacations

Vacation pay shall be included in the Member's salary payments.

16.10 Unauthorized Leave

A Member who is absent from work for three (3) consecutive days that the Member ordinarily would have taught, without prior notice and/or authorization for the absence, may at the Employer's discretion be deemed to have resigned his/her employment without notice unless it can be established by the employee that a request for authorization was not possible due to circumstances beyond the control of the Member.

ARTICLE 17: SALARIES

17.01 Effective May 1, 2006, a Member shall be paid a salary inclusive of vacation pay, that is based on an amount of \$7,226.00 per 1.0 FCE (6 credit hour) and which shall be pro-rated on the basis of the designated FCE and the member's pro-rata responsibility for the course the Member teaches.

17.02 A Faculty Member who retires from UWFA (Main Unit) with a continuous, distinguished teaching record in each of the three years preceding retirement and who becomes a Member within one (1) calendar year of their retirement shall be paid a Senior Instructor rate that is 10% higher than the Instructor salary as set out in 17.01.

ARTICLE 18: COURSE CANCELLATION

18.01 The Employer agrees that once a Member has accepted an offer of employment, there shall be no layoff or reduction in normal earnings for the Member except by reason of course cancellation, contract discontinuance for just cause, or in accordance with the terms of this agreement.

18.02 If the Employer cancels a course prior to the first day of classes, the Member shall be paid a cancellation stipend of \$250.00 per FCE (6 student course credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course.

18.03 If the Employer cancels a course within two weeks of the first day of class for a course, the Member shall be paid a cancellation stipend of \$500.00 per FCE (6 credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course.

ARTICLE 19: DISCIPLINE

19.01 Discipline, including suspension and/or dismissal, of a Member shall be only for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. Discipline for any offence (including sexual harassment or discrimination), shall be subject to the grievance procedure in Article 20.9

19.02 In the event that the Employer has reasonable and probable grounds to believe that a failure to take action would result in significant harm to a person associated with the University or a University property, the Dean may suspend a Member and

relieve a Member of some or all of the Member's duties and/or privileges provided that:

- a) the University has considered all reasonable alternatives and has disclosed the basis for its actions to both the Member affected and the Association; and
- b) the Association and Member have been provided reasonable opportunity to address the basis of the University's intended action and to suggest alternatives to the suspension.

The suspension of the Member shall be only for such period of time that is reasonably necessary to address the concern that gave rise to the suspension.

The suspension shall be subject to grievance under Article 20.

ARTICLE 20: GRIEVANCE AND ARBITRATION

- 20.01 A grievance shall be any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement.
- 20.02 Unless otherwise specified in this Article, written communications delivered to the Board and/or to the Association shall be sent to the President of the University in the case of the Board, and to the President of the Association in the case of the Association. Human Resources will be copied on all communication sent to the President of the University. All written communications required by these procedures shall be delivered by receipted registered mail or receipted hand delivery.
- 20.03 (a) Types of Grievances
- i) An Individual Grievance is a grievance initiated by a single Member or involving a single Member against the Board.
 - ii) A Group Grievance is a grievance initiated on behalf of two (2) or more Members involving the same dispute against the Board.
 - iii) A Policy Grievance is a grievance initiated by the Association against the Board, which may but need not relate to an actual dispute involving an individual Member or group of Members.
 - iv) A Board Grievance is a grievance initiated by the Board against the Association.

(b) Process Requirements

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

- i) Policy Grievances
- ii) Board Grievances
- iii) Grievances arising from the operation of the University of Winnipeg Policy on Respectful Learning and Working Environment.

(c) Where a grievance arises from the operation of the University of Winnipeg Policy on Respectful Learning and Working Environment, case files compiled pursuant to that policy shall be treated in a confidential manner and the following protections shall be observed:

- i) the files shall be kept confidential by the Harassment Officer and shall be made available only for legitimate purposes associated with the handling of an active grievance;
- ii) the Member who is a complainant may place the record of determination in his/her personnel file;
- iii) the Member who is a respondent may place the record of determination in his/her personnel file;
- iv) the Member may provide his/her representative with a copy of any materials that are related to the proceedings at any stage; and
- v) any additional copies of file materials shall be destroyed.

20.04 The Association alone shall have the right to initiate Policy Grievances. Only a Member shall initiate individual Grievances. Either the Association or a group of Members may initiate a Group Grievance.

20.05 (a) Nothing in this Article shall be deemed to preclude the Association from initiating, as a Policy Grievance, a grievance that also is the subject of an Individual Grievance or a Group Grievance, nor shall the initiation of a Policy Grievance preclude such Individual or Group Grievances.

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

- 20.06 A Policy Grievance, a Group Grievance or an Individual Grievance shall not be withdrawn from formal procedure except with the written consent of the Association.
- 20.07 The accredited Association Grievance Officer shall be entitled to investigate and process grievances during the regular working day.
- 20.08 A Member who has exercised his or her right to grieve under this Article or who has participated in the investigation or resolution of his or her own grievance or the grievance of any other member shall not be subject to retribution.
- 20.09 The Board shall provide the accredited Association Grievance Officer with access to information required for the purpose of investigating and processing a grievance.
- 20.10 The Association shall be entitled to be present at all steps of the grievance and arbitration procedure and shall represent the griever(s) at all formal steps.
- 20.11 Steps of the Grievance and Arbitration Procedure

(a) Step 1:

The Parties agree to use every reasonable effort to encourage the informal, amicable and prompt resolution of grievances. To this end, any Member or group of Members may submit a formal grievance to the Dean within twenty (20) working days of the date the event(s) giving rise to the grievance occurred or within twenty (20) working days of the date upon which the griever knew or ought to have known of the event(s) giving rise to the grievance, whichever is later.

A formal grievance shall be in writing and shall specify the Article(s) and Clause(s) alleged to have been violated and the nature of the remedy sought. No later than five (5) working days following receipt of the grievance, the Dean and the Executive Director of Human Resources shall meet with the Association Grievance Officer and the griever(s) and shall make every reasonable attempt to resolve the grievance.

In the event that a settlement is reached, it shall be reduced to writing and countersigned by the griever(s), the Association Grievance Officer, the Executive Director of Human Resources and the Dean within ten (10) working days of the date the grievance was submitted to the Dean. The Executive Director of Human Resources shall forward a copy of the settlement to the Association Grievance Officer, the griever(s) and the President of the Board within two (2) working days of the countersigning.

In the event that no settlement is reached, the Dean/ shall forward, in writing to the griever, the Association Grievance Officer and the Director of Human Resources, his/her reasons for denying the grievance, within four (4) working days of the expiry of the aforementioned ten (10) working day period.

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

If the formal procedure described in Step I is unsuccessful in resolving the grievance, or if the grievance falls within the matters outlined in Clause 20.03 (b), the Association Grievance Officer or the griever(s) through the Association pursuant to Clause 20.04 may submit the grievance to the President by registered mail or receipted hand delivery, within thirty-five (35) working days of the date the event(s) giving rise to the grievance occurred, or within thirty-five (35) working days of the date upon which the griever(s) knew or ought to have known of the event(s) giving rise to the grievance, or within ten (10) working days of the expiry of Step I time limits, whichever is later.

No later than five (5) working days following receipt of the formal grievance, the President or designate shall meet with the Executive Director of Human Resources and the Association Grievance Officer, who may be accompanied by the griever(s), and shall make every reasonable effort to resolve the grievance.

If the association submits a Policy Grievance to the Board, the President or designate shall meet with the Executive Director of Human Resources, Association President, and the Association Grievance Officer, and shall make every reasonable effort to resolve the grievance. In the event that a settlement is reached, it shall be immediately reduced to writing and countersigned by the President or designate and the Association Grievance Officer or the Association President, as is appropriate, with a copy sent by the President within two (2) working days to the griever(s) in the case of Individual and Group Grievances.

In the event that no settlement is reached within ten (10) working days of the date of the first meeting at this stage, the President or designate shall forward, in writing to the Association President, the Association Grievance Officer and the Executive Director of Human Resources with a copy sent to the griever(s) in the case of the Individual and Group Grievances, his/her reason(s) for denying the grievance within four (4) working days of the expiration of the aforementioned (10) working day period. Should a settlement not be reached, the Association may refer the matter to Step III.

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

A formal Board grievance shall be in writing and shall specify the Article(s) and Clause(s) alleged to have been violated and the nature of the remedy sought. The grievance shall be forwarded by registered mail or receipted hand delivery to the Association President within thirty-five (35) working days of the date the event(s) giving rise to the grievance occurred or within thirty-five (35) working days of the date upon which the Board or its agents knew or ought to have known of the event(s) giving rise to the grievance.

No later than five (5) working days following receipt of the grievance, the Association President and the Association Grievance Officer shall meet with the President or designate and the Executive Director of Human Resources to resolve

the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the Association President and the President.

In the event that no settlement is reached within ten (10) working days of the date of the first meeting, the Association President shall forward, in writing, to the President, his/her reasons(s) for denying the grievance within four (4) working days of the expiration of the aforementioned ten (10) working day period. Should a settlement not be reached, the Board may refer the matter to Step III.

(d) Step III: Arbitration

Either Party shall be entitled within fifteen (15) working days of the date upon which denial of the grievance is received by the Association or the Board, pursuant to Clause 20.11(b), to forward written notice by registered mail or receipted hand delivery to the President or the Association President, that it intends to proceed to arbitration with the grievance. In this event, the provisions of Clause 20.12 through Clause 20.17 shall apply.

20.12

Appointment of Single Arbitrator

- (a) Within seven (7) working days of receipt of the notice described in Clause 20.11(d), the President and the Association President shall meet to appoint an arbitrator to hear and decide upon the grievance.
- (b) The Parties agree that the following persons shall serve as single arbitrator on a rotating basis:
 - i) Arne Peltz
 - ii) Diane Jones
 - iii) Michael Werier
- (c) The persons specified in Clause 20.12 (b) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, within a reasonable period of time (not to exceed three (3) months), the next person on the list, shall be selected, and so on, until one (1) of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection.

By mutual agreement, the Parties may select an arbitrator not on the list. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within two (2) months of the date of the selection of the arbitrator. If none of the persons on the list is available within two (2) months of the date of his/her notification by the Parties and if the Parties do not agree on an alternate arbitrator who is available within two (2) months, the Parties shall ask the Minister of Labour to appoint a single arbitrator.

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

20.13 Arbitration Board

A three (3) person arbitration board shall be convened in the event of any grievance regarding Article 5: Academic Freedom

Within seven (7) working days of receipt of notice to arbitrate, pursuant to Clause 20.11(c), each Party shall advise the other of the academic nominee. An academic nominee shall be defined as one who would qualify for membership in the Association pursuant to the Manitoba Labour Board Certificate No: MLB-3563 (Appendix A) and shall include academic administrators pursuant to Clauses 21.01 and 21.02 of the Agreement between UWFA Main Unit and the University. The chair shall be selected from the list and in the manner provided in Clause 20.12 of this Agreement.

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

20.14 Time Limits

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

20.15 Technical Irregularities

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

20.16 Duties and Powers of the Arbitrator

- (a) The arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the Agreement.
- (b) Where an arbitrator determines that a Member has been discharged or otherwise disciplined by the Board for just cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator seems just and reasonable in all the circumstances.
- (c) The arbitrator shall have the power to award compensation to individual Members, even where a dispute originated as an Association policy grievance, where the actions of the Employer have resulted in a loss of compensation that would otherwise be due to the Member under this Agreement.

(d) The arbitrator shall have the duty and power to adjudicate all matters in dispute including questions of whether an issue is subject to arbitration.

20.17 Costs

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

ARTICLE 21: EMPLOYMENT EQUITY

21.01 The Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training and promotion of women, aboriginal peoples, persons with disabilities and visible minorities. Such cooperation will emphasize increasing the number of designated group members, improving their employment status, and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote the full participation of members of these designated target groups during their employment. Amendments to the Collective Agreement may be made necessary, however any amendment must be subject to the mutual agreement of the Parties.

21.02 The Employer and the Association agree to work together to develop appropriate means by which employment equity can be achieved within this bargaining unit.

21.03 During the course of this agreement, the Association and Employer shall conduct a survey of the Members to gather relevant information from which to develop an action plan that supports diversification of the Contract Faculty complement.

ARTICLE 22: DURATION AND CONTINUANCE

22.01 This agreement shall commence May 1, 2006 and terminate on June 30, 2007 . Either Party may give notice to renew or revise the Collective Agreement by giving written notice together with the particulars relating thereto. Such notice in writing shall not be less than sixty (60) days and not more than 90 days preceding the termination date of the Collective Agreement and shall provide the particulars relating thereto.

ARTICLE 23: NO STRIKES OR LOCKOUTS

23.1 The Association undertakes that Members in this bargaining unit will not strike during the term of this Agreement.

23.2 The University undertakes that it will not lockout Members during the term of this Agreement.

COPYRIGHT IN RECORDED WORKS

I have read Article 13 (Intellectual Property, Patents and Copyrights) of the Collective Agreement between the Faculty Association and the Board of Regents of The University of Winnipeg and I understand that I/we am/are bound by this Article in regard to copyright(s) in recorded works (film, videotape, audio recordings).

Description or name of the project _____

I/we hereby warrant that those listed below are the sole copyright holders in any recorded materials produced in connection with this project and that all those employed on salary in the production of this recorded work have been so informed by me/us.

(a) copyright holders in the script, if any. _____

(b) copyright holders in the performance, if any. _____

(c) copyright holder in the music, if any. _____

I/we hereby warrant that those listed below are the copyright holders of materials to be used in the production of the recorded work and request that the University secure permission for use from the copyright holders.

_____ (name and address)

_____ (name and address)

Date: _____

Signed: _____

Witness: _____

CONTRACT FACULTY ANNUAL ACTIVITY REPORT

(To be submitted to the Chair of the Department by October 1st each year)

I General Information:

Name _____ Department _____

Academic Year ended August 31 _____

Please complete the following, as appropriate to the Member:

II Teaching Activities:

- i) Credit Courses Taught and Enrolment:
- ii) Non-Credit Courses Taught and Enrolment:
- iii) Comment on any teaching/demonstrations, organizing and structuring of classroom, any innovative or particularly successful teaching methods employed during the year.
- iv) Attach information regarding Senate-approved teaching evaluations (by students or other). This is mandatory information.
- v) Other evidence of satisfactory teaching:

III Research, Creative and Scholarly Activities supported by the University of Winnipeg (if relevant):

- i) Scholarship in progress - focus including brief description of project, whether sole author or co-author, and stage of development
- ii) Papers Presented to Professional Societies supported by the University of Winnipeg. (indicate topic of paper and place and date of presentation)
- iii) List of Publications - give full bibliographical citation or verification of acceptance and indicate co-authors and whether refereed or not
- iv) Research Grants/Contracts Awarded - include name of granting body, research title, amount and date of award, indicate if principal investigator or co-investigator

(list co-investigators, and if co-investigator, indicate amount of funds at your sole disposal)

- v) Graduate Degrees Awarded or Graduate Studies in Progress – include expected date of completion, university and title of thesis.

IV Professional Activities:

- i) Membership and /or office in Professional Societies
- ii) Activities and outcomes – chairing, critiquing, organizing conferences and results of these various activities.
- iii) Academic Honours and Awards
- vi) Scholarly, Creative Activities

V Professional Development Activities

- VI Personal Statement (Optional) – can include extent of contributions and outcomes of community service and/or administration that is relevant to teaching.

UWFA CF Member

Date

NOTICE OF APPLICATION

Date: _____

Name: _____

Programme: _____

Home Department: _____

Semester/ Level: _____

Extension/Email: _____

Position Applying For: _____

Date Position Posted: _____

In Department: _____

Please find attached my specific application and C.V. []

Please activate my application and C.V. that is currently on file in your department []

Comments: _____

LETTER OF UNDERSTANDING

BETWEEN THE

UNIVERSITY OF WINNIPEG

AND

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION

Whereas it is the view of both parties that individuals on sessional contracts of less than 12 months should be covered by Certificate MLB-3563 rather than Certificate MLB-6189 it is therefore agreed:

1. That Certificate MLB-3563 be amended to remove paragraph (b) which excluded employees as stated below:
 - (b) full-time employees holding appointments contractually limited to less than one academic year (September to August) who are either replacing faculty members on sabbatical leave or temporarily filling a position, but anyone employed in the same or a similar capacity for a second academic year (September to August) within a three-year period following the commencement of the first year shall be included in the bargaining unit.
2. That Certificate MLB-6189 be amended to remove the inclusion of people teaching on a term basis of less than twelve (12) months. The amended description of the bargaining unit would read as follows:

“All persons employed by the University of Winnipeg as contract academic staff, hired on a course basis and who teach courses which are credited to a University of Winnipeg Degree, except employees covered by Certificates Nos. MLB-3563, MLB-3634, MLB-4020, Visiting Professors and those excluded by the Labour Relations Act.”

For the University of Winnipeg

Chair, Board of Regents

Date:

For the University of Winnipeg Faculty Association

Vice- President, UWFA

Date:
